



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306
March 5, 2024**

The Mount Gilead Board of Commissioners met on Tuesday, March 5, 2024, at 7:00 p.m. at the Mount Gilead Fire Department, 106 East Allenton, Mt Gilead, NC, for the regular monthly business meeting. Present: Mayor Sheldon P. Morley, Mayor Pro Tem Tim McAuley, Commissioner Paula Covington, Commissioner Vera Richardson, Commissioner Mary Lucas, Town Manager Dylan Haman, Public Work Director Daniel Medley, Police Chief Talmedge LeGrand, Fire Chief Keith Byrd, and Town Clerk Lessie D. Jackson.

ITEM I. CALL TO ORDER

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

ITEM II. ADOPTION OF THE AGENDA

Commissioner Vera Richardson made a motion to adopt the amended agenda, Commissioner Mary Lucas second the motion. The motion carried.

ITEM III. APPROVAL OF THE MINUTES

A. February 6, 2024 Meeting Minutes

Commissioner Mary Lucas made a motion to approve the minutes, Mayor Pro Tem Tim McAuley second the motion. The motion carried.

B. February 6, 2024 Closed Session Minutes

Commissioner Vera Richardson made a motion to approve the minutes, Mayor Pro Tem Tim McAuley second the motion. The motion carried.

C. February 13, 2024 Annexation Work Session Minutes

Commissioner Mary Lucas made a motion to approve the minutes, Mayor Pro Tem Tim McAuley second the motion. The motion carried.

ITEM IV. PUBLIC COMMENT

Reading of the Rules for Public Comment

(Town Manager Dylan Haman)

1. Patsi Laracuate-305 Stanback St.-Discuss the fact that she has talked too many of the Board members about weaponization of government. Mrs. Laracuate states the town is not putting items in writing because of the sunshine law.
2. Beverly Harris- 309 Stanback St. - Ms. Harris came before the Board to honor Mr. Johnny Greene for his 20 years of community service with the Concerned Citizens Committee.

ITEM V. OLD BUSINESS

A. Urban Archery Resolution and Weapons Ordinance

Town Manager Dylan Haman spoke on the regulations to follow in reference to Urban Archery Season, and they are as follow:

-A person hunting only by bow-and-arrow or crossbow on his own property, or with the property owner, or on another's property in their absence if he has a valid North Carolina Hunting License

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

-The bow-and-arrow or crossbow is not discharged within 250 feet of a dwelling, house, school, church or any other occupied building, street, or road, park or recreation area, or other type of public gathering place;

-The parcel or tract of land which the hunter owns or has permission to hunt upon is equal to or greater than 5.0 acres in area; and

-The Crossbow or bow-and-arrow is discharged only from an elevated platform or stand located at least 12 feet above the level of the surrounding grade or the target, whichever is greater;

-The person operating the bow or crossbow exhibits reasonable regard for safety and property of other persons;

a. Public Hearing

Commissioner Vera Richardson made the motion to open the floor for the public hearing, Mayor Pro Tem Tim McAuley second the motion. The motion carried.

*The residence that came forward to speak in favor of Urban Archery and all of them gave a good explanation as to why they wanted the Board to pass Urban Archery season. The residence that spoke for Urban Archery season are as follow:

- Sam Everhart-214 E. Allenton St.
- Mary Poplin-201 S. Main St.
- Patrick Strickland-102 Sunrise Ave.
- Tommy Williamson-Williams St. Farmland
- Aaron Byrd-303 E. Allenton St.
- Patsi Laracuate-305 Stanback St.

*Mayor Pro Tem made the motion to close the public hearing, Commissioner Vera Richardson second the motion. The motion carried.

Commissioner Vera Richardson made the motion to approve the Resolution of Intent to adopt urban archery season and the updated Weapons Ordinance, Mayor Pro Tem Tim McAuley second the motion. The motion carried.

B. ARPA Policies

Town Manager Dylan Haman presented a summary to the Board regarding the ARPA Policies, and stated that the Town must adopt a set of required ARPA policies. Town Manager Dylan Haman stated that staff recommends adopting this set of ARPA policies. Commissioner Vera Richardson made a motion to approve a resolution adopting and amending Financial Policies for the Town of Mount Gilead relating to Federal Procurement and Federal Conflict of Interest Requirements, Commissioner Mary Lucas second the motion. The motion carried.

C. Amended and Restated Development Agreement

Town Manager Dylan Haman explained to the Board about the amended portion of the agreement stating that this agreement is more in favor of the town compared to the first agreement. Town Manager Dylan Haman gave five reason as to why the amended agreement is more in the town favor, and they are as follow:

- The Developer will fund any cost overruns for the improvements to the project.
- The Commencement Date Timeline adjusted based on the October 3 state budget, rather than the July 1 date in the original agreement.
- More time for the Town to complete improvements.
- Developer agrees to petition for annexation.
- Reduced Sewer allocation.

Mayor Pro Tem Tim McAuley made the motion to approve the amended and Restated Development Agreement, Commissioner Mary Lucas second the motion. The motion carried.

D. Non-Town event Request/Policy

Town Manager Dylan Haman explained to the Board about the cost of the port a john per event. Town Manager Dylan Haman asked the staff two questions:

- Does the Town Board want to off port-a-john procurement as a service? If so, who is eligible to request them?
- Does the Town Board want to establish a fee for port a john procurement for non-town events?

The Board and the Town Manager Dylan Haman went into discussion about what criteria that needed for requesting a port a john. Town Manager Dylan Haman will get more information from other towns and come back before the Board.

E. Parks and Recreation Applications

Town Manager gave a brief overview of the candidates for the Park and Recreation Board. The Board and Town Manager discussed the applications. After discussion, Mayor Sheldon P. Morley spoke up and stated that Jennifer Haywood would make a good chairperson, and Town Manager agreed with Mayor Sheldon P. Morley. Commissioner Vera Richardson made a motion to approve the five applicants with Jennifer Haywood acting as chairperson, Commissioner Paula Covington second the motion. The motion carried. The five applicants that applied for Parks and Recreation Committee are listed below:

Jennifer Haywood-909 Onvil Rd.
Jennifer L. Byrd-111 Haywood Rd.
Tara C. Clark-400 Haywood Rd.
Taryn T. Gross-305 E. Second Ave.
Ricky P. Moore, Jr.-420 W. Allenton St.

ITEM VI.

NEW BUSINESS

A. Presentation of Audit

(Deneal Bennett)

Auditor Deneal Bennett went over the reason for the audit, and went through the audit explaining it to the Board. Town Manager Dylan Haman answered a previous question asked by Commission Vera Richards about some of the finding in the audit, and has the issue been worked out or fixed since the audit.

B. Bank Reconciliation Policy

Town Manager Dylan Haman went over the new Bank Reconciliation Policy with the Board. Mayor Pro Tem McAuley made a motion to approve the Bank Reconciliation Policy, Commissioner Vera Richardson second the motion. The motion carried.

C. Resolution to Request Annexation

Town Manager Dylan Haman went into an explanation to the Board and stated that in order to attempt annexation of the Development at Lake Tillery, the Town must request a local bill from the North Carolina General Assembly. This resolution is a formal action by the Town Board to request that local bill. The local bill will request annexation of the following parcels of land: 6574 07 77 0679 6574 06 58 0603, and 6574 10 45 7738. This resolution does not ensure annexation and does not guarantee approval from the General Assembly. Staff Recommends adopting the resolution to request a local bill for Mount Gilead to annex property along Lilly's Bridge Road.

a. Public Hearing

* Commissioner Vera Richardson made a motion to open the floor for the public hearing, Commissioner Paula Covington second the motion. The motion carried. Several residence came forth and spoke in favor of the annexation, but one of the residence spoke against the annexation. All the residence that spoke for the annexation are as follow:

- Jackie Brown-303 E. Second Ave.
- Bruce Genth-205 W. Scarboro St.
- Keith Byrd-Fire Chief
- Aaron Byrd-303 E. Allenton St.
- Tom Garner-130 Scenic Dr.
- Sam Everhart-214 E. Allenton
- Mary Poplin-201 S. Main St.
- Myra Poplin-104 N. Main St.
- Earl Poplin-201 E. Haywood Ln.
- Patsi Laracuate-305 Stanback St.
- Chip Miller-106 Short St.
- Rebecca Neubauer-711 DeBerry Rd.

After the Board heard the speakers about the annexation, Commissioner Vera Richardson made a motion to close the public hearing, Commissioner Paula Covington second the motion. The motion carried.

After the public hearing closed, there was a brief discussion between the Town Manager Dylan Haman, the Mayor Sheldon P. Morley, and the Board. Commissioner Vera Richardson made a motion to approve the Resolution Requesting a Local Bill for Mount Gilead to Annex Area along Lilly's Bridge Rd., Commissioner Paula Covington second the motion. The motion carried.

- ♥ **Commissioner Paula Covington made a motion to take a 10-minute recess, Commissioner Vera Richardson second the motion. The motion carried.**
- ♥ **Mayor Pro Tem Tim McAuley made a motion to reopen the meeting, Commissioner Paula Covington second the motion. The motion carried.**

D. Charter Amendment Resolution

Town Manager Dylan Haman explained to the Board if the Town Board approves this resolution, the Town would elect board members based on Districts, rather than at large. After some discussion, a motion was made by Commissioner Mary Lucas to table this agenda item to another

meeting date, Commissioner Vera Richardson second the motion. The motion carried.

E. General Fund Budget Amendment

Town Manager Dylan Haman explained to the Board the purpose of the propose budget amendment. Mayor Pro Tem Tim McAuley made a motion to approve General Fund Budget Amendment, Commissioner Vera Richardson second the motion. The motion carried.

F. Resolution Accepting American Rescue Plan Funds

Town Manager Dylan Haman discussed with the Board as to why the budget amendment is needed, and stated the North Carolina Department of Environmental Quality has just sent the offer of funding for the Stanback Park Drainage Improvement Project. In order to receive the funding, the Town Board must agree to accept funding. Mayor Pro Tem Tim McAuley made a motion to approve Resolution to accept American Rescue Plan Grant Funding for Project SRP-SE-ARP-0027, Commissioner Paula Covington second the motion. The motion carried.

ITEM VII. COMMITTEE REPORTS

A. Community Garden

Mary Poplin stated that everything is looking great at the community garden.

ITEM VIII. STAFF REPORTS

A. Public Works – Public Works Director Daniel Medley

For the month of February Public Works continue to answer calls, work on down lift stations, read meters, repair sewer lines, clean entrances and pavilions, mowing around town, regular vehicle maintenance, and continued their routine monthly activities.

B. Police Department – Chief Talmadge Legrand

During the month of February, the department continue to participate in various events and programs. They continued their monthly meetings between agency heads and the Montgomery County District Attorney’s Office, as well as a monthly meeting with the Butterfly House Children’s Advocacy Center.

C. Fire Department – Chief Keith Byrd

During the month of February, the fire department answered 70 calls in and around the county.

D. Town Manager- Dylan Haman

Town Manager Dylan Haman gave his report earlier in the meeting.

E. Code Enforcement Report-(Information in Packet)

F. Wastewater Treatment Plant- ORC Manager, Donna Mills (Information in Packet)

ITEM IX. MAYOR AND COMMISSIONERS REPORT

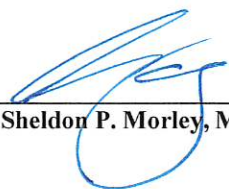
Mayor Sheldon P. Morley gave an update on the progress of the park project.

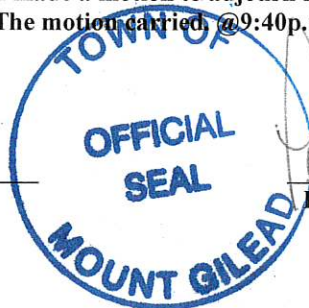
***Motion was made by Commissioner Vera Richardson made a motion to go into close session to discuss a previous discussion about land purchase, Mayor Pro Tem Tim McAuley second the motion. The motion carried. *** @9:30p.m.

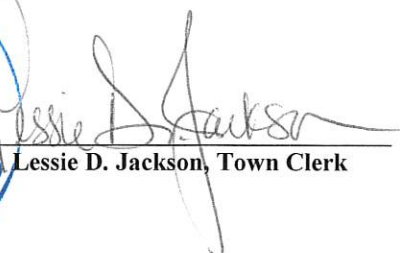
Commissioner Vera Richardson made a motion to come out of close session, Commissioner Mary Lucas second the motion. The motion carried.@9:35

ITEM X. ADJOURNMENT

Commissioner Vera Richardson made a motion to adjourn meeting, Commissioner Paula Covington second the motion. The motion carried. @9:40p.m.


Sheldon P. Morley, Mayor




Lessie D. Jackson, Town Clerk



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306
March 5, 2024**

The Mount Gilead Board of Commissioners will meet on Tuesday, March 5, 2024, at 7:00 p.m. at the Mount Gilead Fire Department, 106 East Allenton, Mt Gilead, NC, for the regular monthly business meeting.

- ITEM I. CALL TO ORDER (Mayor Morley)**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
- ITEM II. ADOPTION OF THE AGENDA (Action)**
- ITEM III. APPROVAL OF THE MINUTES (Action)**
A. February 6, 2024 Meeting Minutes (Pages 2-4)
B. February 6, 2024 Closed Session Minutes (Not In Packet)
C. February 13, 2023 Annexation Work Session Minutes (Page 5)
- ITEM IV. PUBLIC COMMENT (Town Manager Dylan Haman)**
Reading of the Rules for Public Comment (Page 6)
- ITEM V. OLD BUSINESS (Public Hearing and Action)**
A. Urban Archery Resolution and Weapons Ordinance (Pages 7-14) **(Public Hearing and Action)**
 a. Public Hearing
B. ARPA Policies (Pages 15-52) **(Action)**
C. Amended and Restated Development Agreement (Pages 53-72) **(Action)**
D. Non-Town event Request/Policy (Page 73) **(Discussion)**
E. Parks and Recreation Applications (Pages 74-81) **(Discussion/Action)**
- ITEM VI. NEW BUSINESS (Deneal Bennet)**
A. Presentation of Audit (Not In Packet) **(Deneal Bennet)**
B. Bank Reconciliation Policy (Pages 82-83) **(Action)**
C. Resolution to Request Annexation (Pages 84-86) **(Action)**
 a. Public Hearing
D. Charter Amendment Resolution (Pages 87-89) **(Action)**
E. General Fund Budget Amendment (Page 90) **(Action)**
F. Resolution Accepting American Rescue Plan Funds (Pages 91-92) **(Action)**
- ITEM VII. COMMITTEE REPORTS (Mary Poplin)**
A. Community Garden (Page 93) **(Mary Poplin)**
- ITEM VIII. STAFF REPORTS (Information)**
A. Public Works – Public Works Director Daniel Medley (Pages 94-95)
B. Police Department – Chief Talmedge Legrand (Pages 96-111)
C. Fire Department – Chief Keith Byrd (Page 112)
D. Town Manager- Dylan Haman (Pages 113-114)
E. Code Enforcement Report-(Information in Packet) (Pages 115-117)
F. Wastewater Treatment Plant- ORC Manager, Donna Mills (Information in Packet) (Page 118)
- 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 6, 2024**

The Mount Gilead Board of Commissioners met on Tuesday, February 6, 2024, at 7:00 p.m. at the Highland Community Center, 131 Hoffman Rd, Mt Gilead, NC, for the regular monthly business meeting. Present: Mayor Sheldon P. Morley, Mayor Pro Tem Tim McAuley, Commissioner Mary Lucas, Commissioner Paula Covington, Commissioner Vera Richardson, Town Manager Dylan Haman, Public Works Director Daniel Medley, Police Chief Talmadge LeGrand, Fire Chief Keith Byrd, and Town Clerk Lessie D. Jackson.

ITEM I. CALL TO ORDER

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

ITEM II. ADOPTION OF THE AGENDA

Commissioner Vera Richardson made a motion to adopt the agenda, Commissioner Paula Covington second the motion. The motion carried.

ITEM III. APPROVAL OF THE MINUTES

A. January 2, 2024 Meeting Minutes

Commissioner Paula Covington made a motion to approve the minutes, Commissioner Mary Lucas second the motion. The motion carried.

ITEM IV. PUBLIC COMMENT

Reading of the Rules for Public Comment

Linda Thompson-105 Loblolly Dr.-Mrs. Thompson came before the Board to discuss the speed bumps that been placed on School St. and Braxton St., she states the speed bumps is too high and is causing residents to come to a complete stop.

Angela M. Deaton-105 Loblolly Dr.-Mrs. Deaton also wanted to discuss the speed bumps and stated that she has knocked her car out of alignment twice going over the speed bumps.

ITEM VI. OLD BUSINESS

A. IRS Payment Updates

Town Manager Dylan Haman gave the Board an update on IRS payments, noting a payment of \$365,000 was been mailed, with the town still disputing penalties with the IRS.

ITEM VII. NEW BUSINESS

A. The Board amended the Agenda to allow Carolina Health and Hydration to discuss their new business. Carla and Dennis from Carolina Health and Hydration introduced their business, offering a range of health and hydration services.

B. Urban Archery Season Resolution

Samuel Everhart-214 E. Allenton St.-Mr. Everhart came before the Board and gave a speech on why he is for Urban Archery Season. The Board discussed adopting an Urban Archery Season Resolution, deciding to table the decision until after a public hearing scheduled for the next meeting. Commissioner Mary Lucas had several question, and shared her concerns about Urban Archery Season. Commissioner Vera Richardson asked the Town Manager to have a public forum in the March 6, 2024 meeting to get a community perspective on Urban Archery Season. Commissioner Mary Lucas made a motion to table this agenda item until March 6, 2024 meeting, Commissioner Vera Richardson second the motion. The motion carried.

C. Stormwater AIA Project Ordinance

Mayor Pro Tem made a motion to approve the Stormwater AIA Project Ordinance, Commissioner Vera Richardson second the motion. The motion carried.

- D. Stanback Park Drainage Improvements Project Ordinance
Mayor Pro Tem made a motion to approve the Project Ordinance for the Stanback Park Drainage, Commissioner Paula Covington second the motion. The motion carried.
- E. Southern Software Annual Agreement (RMS)
Commissioner Paula Covington made a motion to approve the Annual Software Support Agreement for RMS with Southern Software, Commissioner Mary Lucas second the motion. The motion carried.
- F. Southern Software Annual Agreement (FMS)
Commissioner Vera Richardson made a motion to approve the Annual Software Support Agreement for FMS with Southern Software, Commissioner Paula Covington second the motion. The motion carried.
- G. Code of Ethics for Parks and Recreation Committee
Mayor Pro Tem Tim McAuley made a motion to adopt the Code of Ethics for Mount Gilead Citizen Advisory Board Members, Commissioner Paula Covington second the motion. The motion carried.
- H. Appointment Policy for Parks and Recreation Committee
Commissioner Vera Richardson made a motion to adopt the Appointment policy for citizen advisory boards, Commissioner Paula Covington second the motion. The motion carried.
- I. Parks and Recreation Committee Bylaws
Mayor Pro Tem Tim McAuley made a motion to adopt the Mount Gilead Parks and Recreation Committee Bylaws, Commissioner Paula Covington second the motion. The motion carried.
- J. Meeting with Twin Harbor Campground Manager
Town Manager Dylan Haman and Public Work Director Daniel Medley had with the Campground Manager at Twin Harbor. Town Manager Dylan Haman updated the Board on the meeting and stated that it was a very productive meeting and the discussing was how some of the circumstances could be resolved.
- K. Annexation Work Session Reminder
Town Manager Dylan Haman reported to the Board that PTRC would join us on February 13 at 7pm to hold an annexation work session regarding the Retreat at Lake Tillery.
- L. Financial Condition Analysis as of June 30,2023
Town Manager Dylan Haman gave an example of the Financial Condition Analysis as of June 30, 2023 that will be utilized at the Budget Retreat. The analysis goes deeper than Fund Balance, by actually measuring the Liquidity, Solvency, and ability to meet debt obligations over time. The Mayor Sheldon P. Morley and the Town Manager Dylan Haman had a brief discussion about the graph that was presented in the analysis.
- M. Audit Contract and Engagement Letter
A brief discussion happen between the Board and Town Manager Dylan Haman. Commissioner Vera Richardson made a motion to approve the audit contract with JB Watson and Company, Commissioner Paula Covington second the motion. The motion carried.
- N. Specialty Code Enforcement Agreement
Town Manager spoke to the Board about specialty code enforcement to address a minimum housing issue. This agreement will enable the town to work with John Gaines at N-Focus. Commissioner Paula Covington made a motion to approve the on call code enforcement agreement with N-Focus, Commissioner Mary Lucas second the motion. The motion carried.

ITEM VII. COMMITTEE REPORTS

- A. Community Garden
Mary Poplin came before the Board and gave an update on the Community Garden. Mary stated the garden is flourishing, and winterization is complete.

ITEM VIII. STAFF REPORTS

- A. Public Works – Public Works Director Daniel Medley
Public Works Director Daniel Medley informed the Board on what his department has been working on for the month. Repaired pump at lift station #12, unclog sewer main, installed new pump at lift station #4, repaired sewer line stoppage on S. Cedar St., cleaned all the Towns entrances, cleaned Pavilions and park parking lots, regular maintenance on vehicles, weekly checks on Lift Stations 1-15, and disconnection for non-payment.
- B. Police Department – Chief Talmedge Legrand
Police Chief Talmedge LeGrand participated in several events throughout the month of January 2024. Continued escorts for businesses, department vehicles serviced with oil changes and tire rotations, Officers attended the scheduled grand jury session, Officers continue to check businesses doors each night, and Officers continued to take annual in-service training.
- C. Fire Department – Chief Keith Byrd
Chief Keith Byrd stated the fire department answered 26 fire called and 18 squad calls in several areas of the county with two being outside the county. It is grant time again, and the Fire Department is in the process of applying for the NC DOI State Grant for equipment.
- D. Town Manager- Dylan Haman
Town Manager Dylan Haman continues to update the Board on projects that he have been working on for the month.
- E. Code Enforcement Report-(Information in Packet)
- F. Wastewater Treatment Plant- ORC Manager, Donna Mills (Information in Packet)

ITEM IX. MAYOR AND COMMISSIONERS REPORT

-Mayor Sheldon Morley gave an update on the Job Fair, also gave an update on Stanback Park repairs, and Mayor Sheldon Morley recognized our Town Manager Dylan Haman on the quality of work that he is doing for the Town.

-Commissioner Vera Richardson stated that Highland Community Center will host its annual Black History Program on February 10, 2024 at 5 p.m., and there will be a raffle each ticket is \$5.00 each. Commissioner Vera Richardson would like to say a big Thank You to everyone that came out and support the M.L.K breakfast fundraiser.

-Mayor Pro Tem Tim McAuley on behalf of Paperworks wanted to thank everyone who helped make the job fair a success.

-Commissioner Paula Covington gave an update on the events that will be going on in the Town.

-Commissioner Mary Lucas asked Town Manager Dylan Haman to notify the Board of any new businesses coming to town.

ITEM X. ADJOURNMENT

Commissioner Vera Richardson made a motion to go into close session Attorney Client Privilege in Pursuant to NC GS CH 143 Article 33C, Commissioner Mary Lucas second. Motion carried. Went into close session at 8:15 p.m.

Sheldon P. Morley, Mayor

Lessie D. Jackson, Town Clerk



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306
February 13, 2024**

The Mount Gilead Board of Commissioners met on Tuesday, February 13, 2024, at 7:00 p.m. at the Highland Community Center, 131 Hoffman Rd, Mt Gilead, NC, for the annexation work session. Present were Mayor Sheldon Morley, Mayor Pro Tem Tim McAuley, Commissioner Paula Covington, Commissioner Mary Lucas, Commissioner Vera Richardson, Town Manager Dylan Haman, and Deputy Clerk Mollie Lee. Others present were Piedmont Triad Regional Council members Ginger Baker (Retired Assistant Director to PTCOG), Jesse Day (Regional Planning Director), and Adam Shull (Assistant Regional Planning Director).

ITEM I. CALL TO ORDER

Mayor Sheldon Morley called the meeting to order at 7:02pm with a moment of silence and the pledge of allegiance.

ITEM II. ADOPTION OF THE AGENDA

Commissioner Vera Richardson made a motion to adopt the agenda with a second from Commissioner Paula Covington. Motion carried unanimously.

ITEM III. ANNEXATION WORK SESSION

Jesse Day, the Regional Planning Director, provided a comprehensive overview of the Piedmont Triad Regional Council (PTRC) and how we got to where we are now. Two local bills require passage, one for annexation and the other for charter amendment, with a deadline of April 15. Ginger Baker addressed the board with respect to the electoral districts, and explained that four districts would be established, each with an approximately equal population. A review of the map will be conducted every five years, and the Town Board will be responsible for the review and approval process.

Jesse Day and Adam Shull discussed the timeline of the annexation and the provision of essential services, such as police and fire. Subsequently, the Town Manager, Dylan Haman, discussed the potential consequences of non-annexation. He stated that a significant portion of the Waste Water Treatment Plant would be utilized, and that an expansion of the plant will be required, costing approximately 40 million dollars if they were to replicate their current system. Failure to annex would result in the loss of additional funds that come with annexation, which are necessary to finance the expansion. Even if non-annexation occurs, the board has already committed to providing wastewater services to the development.

ITEM VII. ADJOURNMENT

With no more discussion, Commissioner Vera Richardson made a motion to adjourn the meeting with a second from Commissioner Paula Covington. Motion carried unanimously. Meeting adjourned at 8:09pm.

Sheldon P. Morley, Mayor

Mollie Lee, Deputy Clerk

TOWN OF MOUNT GILEAD

Post Office Box 325
110 West Allenton Street
Mount Gilead, North Carolina 27306
Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Vera Richardson
Paula Covington
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie Jackson

Rules for Public Comment

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

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



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 3/5/2024	Agenda Item Number: Old Business A
Submitted By: Dylan Haman	Department: Parks and Recreation
Attachments: Resolution of Intent to Adopt urban Archery Season in Mount Gilead, NC For the 2025 Season; An Amendment to Section 132.01 of the Mount Gilead Code of Ordinances	

Topic: Urban Archery Season

Staff Summary: The Town Board discussed Urban Archery Season at the last meeting and asked staff to prepare a set of regulations regarding bow hunting in the Town Limits. Staff realized during the process that the current weapons ordinance is outdated, and does not currently include any regulations for bows generally, and also generally lacks clarity. Staff has updated the Weapons Ordinance for the Town, which also includes regulations for bow hunting.

Urban Archery Regulations would be as follows:

A person hunting only by bow-and-arrow or crossbow on his own property, or with the property owner, or on another's property in their absence if he has on his person a valid North Carolina Hunting License (or who qualifies for an exemption from licensing by the State Wildlife Commission) and written permission from the property owner or the property owner's authorized agent or manager; and

a. There is a valid hunting season in effect for which the hunting license applies at the time the crossbow or bow-and-arrow is discharged;

b. The bow-and-arrow or crossbow is not discharged within 250 feet of a dwelling, house, school, church, or any other occupied building, street, or road, park or recreation area, or other type of public gathering place;

c. The parcel or tract of land which the hunter owns or has permission to hunt upon is equal to or greater than 5.0 acres in area; and

d. The Crossbow or bow-and-arrow is discharged only from an elevated platform or stand located at least 12 feet above the level of the surrounding grade or the target, whichever is greater;

e. The person operating the bow or crossbow exhibits reasonable regard for the safety and property of other persons;

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

Staff Recommendation: Staff Defers to the Town Board regarding the Urban Archery Resolution but does recommend updating the weapons ordinance.

Examples of Motions:

Approve: I make a motion to approve the Resolution of Intent to adopt urban archery season and the updated Weapons Ordinance

Deny: I make a motion to deny the proposed resolution and ordinance

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

TOWN OF MOUNT GILEAD

Post Office Box 325
110 West Allenton Street
Mount Gilead, North Carolina 27306
Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Paula Covington
Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie D. Jackson

RESOLUTION OF INTENT TO ADOPT URBAN ARCHERY SEASON IN MOUNT GILEAD, NC FOR THE 2025 SEASON

WHEREAS, the Town of Mount Gilead recognizes the importance of effective wildlife management within its municipal boundaries; and

WHEREAS, the Town acknowledges the need to address the increasing population of deer and other wildlife, which can lead to ecological imbalances and potential threats to public safety; and

WHEREAS, urban archery has been identified as a viable and responsible means of managing Local wildlife populations, which can lead to ecological imbalances and potential threats to public safety, and

WHEREAS, the North Carolina Wildlife Resources Commission has established guidelines and regulations for urban archery seasons, providing a structured framework for the implementation of such programs; and

WHEREAS, the Town of Mount Gilead desires to promote responsible and ethical archery practices for the purpose of wildlife management;

NOW, THEREFORE, BE IT RESOLVED that the Town of Mount Gilead hereby expresses its intent to adopt an urban archery season in 2025, in accordance with the guidelines set forth by the North Carolina Wildlife Resources Commission; and

BE IT FURTHER RESOLVED that the Town Manager and relevant municipal authorities are authorized to take all necessary steps to facilitate the establishment of an urban archery season, including the development of appropriate regulations, communication strategies, and public outreach initiatives;

Adopted this the ____ day of _____.

Sheldon P. Morley, Mayor

Lessie D. Jackson, Town Clerk

TOWN OF MOUNT GILEAD

Post Office Box 325
110 West Allenton Street
Mount Gilead, North Carolina 27306
Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Paula Covington
Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie D. Jackson

An Amendment to Section 132.01 of the Mount Gilead Code of Ordinances

The Following Chapter Shall Read:

§ 132.01 DISCHARGE OF FIREARMS OR OTHER WEAPONS.

- a) It shall be unlawful for any person to shoot or discharge by bow-and-arrow(s), crossbow, gun, pistol, or other firearm, BB gun, air compression gun, spring gun, or any such similar device which propels with force a shot, pellet, or any other projectile within the municipal corporate limits of the Town.
- b) Nothing in this section shall be construed so as to prohibit:
 1. Any person from discharging any firearm in the lawful defense of his person, family or property or pursuant to lawful directions of law enforcement officers;
 2. Any sworn law enforcement officer from discharging a firearm in the performance of official duties;
 3. Any person, corporation or organization operating a rifle, pistol, skeet or trap range or other firing range including turkey shoots, which range is substantially in accordance with specifications promulgated by the National Rifle Association or by an equivalent nationally recognized firearms safety authority for the type and caliber of firearm being fired;
 4. Any person using, as intended, any device used for the firing of stud cartridges, explosive rivets or similar ammunition;
 5. Any person using model rockets designed to propel a model vehicle in a vertical direction;
 6. A person hunting only by bow-and-arrow or crossbow on his own property, or with the property owner, or on another's property in their absence if he has on his person a valid North Carolina Hunting License (or who qualifies for an exemption from licensing by the State Wildlife Commission) and written permission from the property owner or the property owner's authorized agent or manager; and
 - a. There is a valid hunting season in effect for which the hunting license applies at the time the crossbow or bow-and-arrow is discharged;
 - b. The bow-and-arrow or crossbow is not discharged within 250 feet of a dwelling, house, school, church, or any other occupied building, street, or road, park or recreation area, or other type of public gathering place;
 - c. The parcel or tract of land which the hunter owns or has permission to hunt upon is equal to or greater than 5.0 acres in area; and
 - d. The Crossbow or bow-and-arrow is discharged only from an elevated platform or stand located at least 12 feet above the level of the surrounding grade or the target, whichever is greater;
 - e. The person operating the bow or crossbow exhibits reasonable regard for the safety and property of other persons;

7. Any person engaged in a commercial livestock operation from using a firearm or other weapon in defending any commercial animal against any other animal.
- c) Any person violating the provisions of this section shall, upon conviction, be guilty of a misdemeanor and shall be fined \$500 or imprisoned 30 days, or both. Violators may be subject to a civil penalty of \$500.00 to be recovered in the nature of a debt.

State Law Reference — Discharging Certain Weapons Into Occupied Property, G.S. 14-34.1; authority to regulate firearms G.S. 160A-189

ADOPTED THIS THE 5TH DAY OF MARCH, 2024

Sheldon Morley, Mayor

Lessie Jackson, Town Clerk

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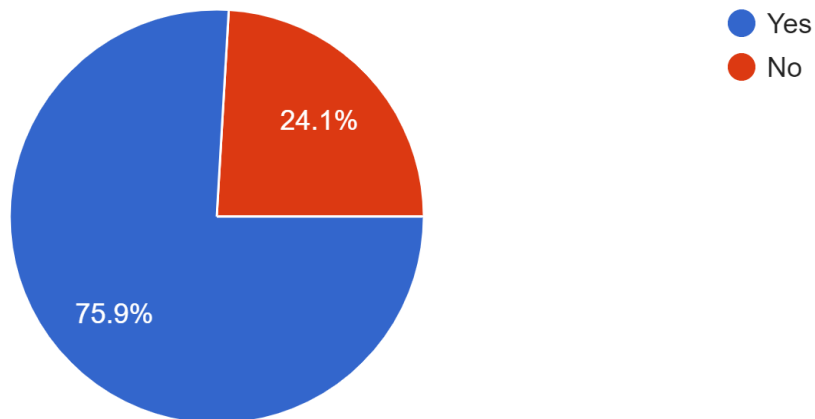
Town Manager
Dylan Haman

Town Clerk
Lessie Jackson

Urban Archery Poll by the Town of Mount Gilead

Would you like to see the Town Board approve Urban Archery?

54 responses



Neither For or Against:

-I am actually not against it but maybe wasn't an option. It hard for me to say either way without more info. For instance will there be an acreage minimum and if so what will that be? I'd like to know more before forming an opinion.

-Folks will do it regardless. Hard to enforce otherwise.

Yes:

-it is already legal to hunt deer with bow & arrows within the Mt Gilded town limits DURING the current archery, black powder and gun deer seasons. ALL the Urban Archery season does is extend the eligible timeframe so that hunters can concentrate on trophy deer outside of town limits during normal deer season and then focus on meat deer that are a nuisance within town limits AFTER normal deer season using only archery.

-Though deer are an important part of our wildlife they present a true danger to motorist resulting in collisions with personal injury and costly damages ru danger to motorist, resulting in injury and costly repairs

-I love the deer but there are too many of them and the numbers just keep going up.

-Because we need to get rid of some of these overpopulated, hungry, car-crashing varmints. They're cute, sweet, and totally out of control in their population here. And all local laws would apply. In North Carolina, all hunters must be licensed and adhere to hunting laws enforced by game wardens. Urban Archery Season is designed for cities that opt-in by April 1 each year, allowing hunting in specified areas for the next year, typically on private land, as public lands like parks and schools would be designated off-limits on our "out of bounds" map. Hunters need written permission from landowners to hunt on posted private property, complying with the Landowner Protection Act. Hunting regulations, including lawful seasons, bag limits, and equipment specifications, must be followed. Restrictions include prohibitions on discharging weapons near residences or from motor vehicles, and hunting with dogs in our county. Specific local laws apply, including hunter orange requirements during certain seasons. Hunting information and regulations are detailed in the North Carolina hunting handbook, and they would all be enforced as normal. We shouldn't be scared of things we don't understand, and it could put good, organic meat on the table for some of our residents in a food insecure population.

-The deer are overpopulated and undernourished around town. Because of this it is very difficult to raise any kind of plant outdoors because hungry deer browse (eat) anything they can reach. I am a NCWRC biologist (Troy Thompson), live here in town, and I support this. I only wish the season was more liberal to maximize the potential benefit to the deer population and property owners.

-The is an overpopulation of deer in Mt. Gilead and they are stay there because they know it's safe. Does can have 2 to 3 fawns in their once a year birth cycle. It's a breeding ground of disease and poor nutrition for the deer. Neighboring Norwood is now using archery hunting as a form of control to the deer population. It's safe and it's not a bullet that can travel a great distance. Also, it would be an added benefit to donate the meat to the needy. A lot of towns are doing this. I am in favor of population control for deer. As a farm family we see the need to control the deer herds.

No:

-For moral and ethical reasons. I also don't believe that "Urban Archery" even achieves what its proponents say are their reasons for supporting it. Of all of their claims for the benefits, the only one they get right is that it's "cost" effective because people are willing to kill them without being paid to do it! Wow! In my opinion it is wrong on so many levels.

-It presents a new danger to people and pets (extra opportunity for accidental injuries/death). Hunting season as it is dangerous enough.

-We love the deer, they graze on land in the evenings and we seat and watch them.

-They can hunt outside of town, there are more land out there, leave town alone!!!

-No most people enjoy the deer. It's too dangerous

-They are not a problem

-Moral and ethical reasons

-I live in a rural town because I want wildlife and love watching the deer in my yard and I don't want people shooting them. The herd on my property is already much smaller than it was in the past.

-Unsafe



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 03/05/2024	Agenda Item Number: Old Business B
Submitted By:	Department: Governing Board
Attachments: A resolution adopting and amending Financial Policies for the Town of Mount Gilead relating to Federal Procurement and Federal Conflict of Interest Requirements:	

Topic: ARPA Policies

Staff Summary: The Town must adopt a set of required ARPA policies which are attached herein.

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

Staff Recommendation: Staff recommends adopting this set of ARPA policies.

Examples of Motions:

Approve: I make a motion to approve A resolution adopting and amending Financial Policies for the Town of Mount Gilead relating to Federal Procurement and Federal Conflict of Interest Requirements:

Deny: I make a motion to deny the proposed policy.

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

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A resolution adopting and amending Financial Policies for the Town of Mount Gilead relating to Federal Procurement and Federal Conflict of Interest Requirements:

WHEREAS, Chapter 160a, Article 7 of the General Statutes of North Carolina outlines the powers and duties of the Town of Mount Gilead and the Town Manager; and

WHEREAS, the Town Board of Commissioners has deemed it necessary and in the best interest of its employees and citizens to formulate and revise administrative policies; and

WHEREAS, the American Rescue Plan Act Requires sub recipients to adopt policies related to the expenditure of federal dollars.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of Mount Gilead, North Carolina, in the regular meeting assembled this 5th day of March, 2024 as follows:

Section 1. All the policies recommended by the Town Manager, listed below and attached hereto, are hereby amended and approved by the Town Board of Commissioners:

1. Eligible Use Policy
2. Allowable Costs Policy
3. Conflict of Interest Policy

Section 2. This resolution shall be and the same is hereby effective from and after the date of its adoption.

Be it approved and adopted this 5th day of March 2024 by the Commissioners of the Town of Mount Gilead

Sheldon Morley, Mayor

Lessie Jackson, Town Clerk

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Eligible Use Policy for The Expenditure of American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds by The Town of Mount Gilead

WHEREAS the Town of Mount Gilead has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a final rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories to the extent authorized by state law

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

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the Assistance Listing; and

WHEREAS US Treasury has issued a compliance and reporting guidance v.3.0 (February 28, 2022) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

BE IT RESOLVED that the [Local Government Name] hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how [Local Government Name] will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its Final Rule regarding use of ARP funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its Interim Final Rule or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARP funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

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

II. PROHIBITED USES OF ARPA FUNDING

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

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the [Local Government Name] to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town of Mount Gilead, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All [Local Government Name] employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the US Treasury Compliance and Reporting Guidance.)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARP funding should review the Final Rule and Final Rule Overview prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the [Local Government Name]'s Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Town Manager for approval. All requests will be reviewed by the Town Manager for ARP/CSLFRF compliance and by the Finance Officer for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final written approval by The Town Manager. The Town Board Shall Authorize any
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the Town Manager and may require a budget amendment before

proceeding. Any delay in the projected project completion date shall be communicated to the Town Manager immediately.

6. The Town Manager must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.

7. The Town Clerk must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

Adopted this the 5th Day of March, 2024

Sheldon Morley, Mayor

Lessie Jackson, Town Clerk

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Allowable Costs and Cost Principles for Expenditure of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds by the Town of Mount Gilead

WHEREAS the Town of Mount Gilead, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

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

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and **WHEREAS** the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

[ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonable proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

BE IT RESOLVED that the governing board of the Town of Mount Gilead hereby adopts and enacts the following US Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY

OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town of Mount Gilead shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Mount Gilead Board of Commissioners, who are charged with the administration and financial oversight of the

ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Town Manager. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be necessary to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town of Mount Gilead or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the Town of Mount Gilead, its employees, the public at large, and the federal government.
- Whether the Town of Mount Gilead significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. **Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Be authorized and not prohibited under state or local laws or regulations.**
4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town of Mount Gilead**
6. **Be accorded consistent treatment. A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.**
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits. The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.**
9. **Be adequately documented.**

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The Town Board of Commissioners is responsible for determining cost allowability must be familiar with the Selected Items of Cost. The Town of Mount Gilead must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. The Town Administration personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Town of Mount Gilead regulations, and program-specific rules may deem a cost as unallowable, and Town personnel must follow those non-federal rules as well. Exhibit A identifies and summarizes the Selected Items of Cost.

DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town of Mount Gilead may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include: (1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For Indian tribes and Councils of Governments (COGs) (see definition for Local government in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Town Manager must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and before obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the Town Manager for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, if required, Personnel must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the Town manager will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by Town Personnel, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Town Administration must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Administration Department will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Administration Department must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Administration Department must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the Administration Department will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Administration Department may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. The Town of Mount Gilead's governing board must approve any allocation of other funds for this purpose.
- The Administration Department must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

Adopted this ____ Day of ____, 2024

Sheldon Morley, Mayor

Lessie Jackson, Town Clerk

TOWN OF MOUNT GILEAD

Post Office Box 325
110 West Allenton Street
Mount Gilead, North Carolina 27306
Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Paula Covington
Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie D. Jackson

Conflict of Interest Policy Applicable to Contract and Subaward of the Town of Mount Gilead Supported by Federal Financial Assistance

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“Policy”) establishes conflict of interest standards that (1) apply when Town of Mount Gilead (“Unit”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “COI Point of Contact” means the individual identified in Section III(a) of this Policy.
- b. “Contract” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “Contractor” means an entity or individual that receives a Contract.
- d. “Covered Individual” means a Public Officer, employee, or agent of the Unit.
- e. “Covered Nonprofit Organization” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or

educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).

f. “Direct Benefit” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

g. “Federal Financial Assistance” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

h. “Governing Board” means the Town Commissioners of the Unit.

i. “Immediate Family Member” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

j. “Involved in Making or Administering” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.

k. “Pass-Through Entity” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

l. “Public Officer” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.

m. “Recipient” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

n. “Related Party” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

o. “Subaward” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- p. “Subcontract” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “Subcontractor” means an entity that receives a Subcontract.
- r. “Subrecipient” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “Unit” has the meaning specified in Section I hereof.

III. COI Point of Contact.

- a. Appointment of COI Point of Contact. The Town Manager, an [employee] of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that Town Manager is unable to serve in such capacity, Town Attorney shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “COI Point of Contact”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
 - iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a

pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

c. If the value of a proposed Contract or Subaward exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the

Town Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

- i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
- ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Town Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

- i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
- ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.

b. **Obligation to Disclose Subrecipient Conflicts of Interest.** The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

a. **Federal Standard.** Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.

b. **Exception.** Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:

- i. honorariums for participating in meetings;
- ii. advertising items or souvenirs of nominal value; or
- iii. meals furnished at banquets.

c. **Internal Reporting.** A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

a. **Disciplinary Actions for Covered Individuals.** Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.

b. **Disciplinary Actions for Contractors and Subcontractors.** The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

c. **Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of

Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * *

Adopted this the [___] day of [____], [_____].

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none">- Stock in a corporation.- Membership interest in a limited liability company.- Partnership interest in a general or limited partnership.- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.- Option to purchase any equity interest in a firm or organization.	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none">- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).<ul style="list-style-type: none">o Holder of a judgment against the firm.	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

EXHIBIT B
COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Mount Gilead (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

“real” conflict of interest.			
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____
Signature of COI Point of Contact: _____
Date of Completion: _____

EXHIBIT C
CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

The [_____] (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates [_____] as the “COI Point of Contact.” The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____
Print Name: _____
Name of Employer: _____
Job Title: _____
Date of Completion: _____

* * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Mount Gilead (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$[250,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		

Any identified interest in Step 4 is a potential “real” conflict of interest.	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>

COI Point of Contact: _____
Signature of COI Point of Contact: _____
Date of Completion: _____

EXHIBIT E
SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

The Town of Mount Gilead (“*Unit*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates Town Manager as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “*Subaward*”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____
Print Name: _____
Name of Employer: _____
Job Title: _____

Date of Completion: _____

* * * * *



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 3/5/2024	Agenda Item Number: Old Business C
Submitted By: Dylan Haman	Department: Governing Board
Attachments: Amended and Restated Development Agreement	

Topic: Development Agreement Amendment

Staff Summary: Substantive Updates to this agreement include:

- The Developer will fund any cost overruns for the improvements to the project.
- The Commencement Date Timeline is adjusted based on the October 3 state budget, rather than the July 1 date in the original agreement.
- More time for the Town to complete improvements.
- Developer Agrees to petition for annexation.
- Reduced Sewer allocation.

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

Staff Recommendation: Staff highly recommends approving the amended and restated agreement

Examples of Motions:

Approve: I make a motion to approve the amended and Restated Development Agreement.

Deny: I make a motion to deny the amended and Restated Development Agreement.

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

STATE OF NORTH CAROLINA

Prepared By and after Recording Return to:

COUNTY OF MONTGOMERY

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (hereinafter at times the "**Restated Agreement**"), made and entered into this ____ day of _____, 2024 (the "**Effective Date**") by and between Lennar Carolinas, LLC, a Delaware limited liability company, (hereinafter sometimes referred to as "**Developer**"), the County of Montgomery, a North Carolina County, a body politic and corporate (hereinafter sometimes also referred to as "Montgomery County" or the "**County**"), and the Town of Mt. Gilead, an incorporated North Carolina Town (hereinafter sometimes also referred to as "Mt. Gilead" or the "**Town**"). Developer, the County and the Town may at times be hereinafter collectively referred to as the "**Parties**."

RECITALS AND ACKNOWLEDGMENTS:

1. The Developer is the contract purchaser of contiguous properties located along Lilly's Bridge Road in the town of Mt. Gilead, and identified as follows and hereinafter referred to at times as the "**Property**":

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

2. The Developer proposes to develop the Property into both residential and commercial development uses containing approximately 1,109 residential units and additional commercial development that require public water and sewer services as generally depicted in Exhibit A (the "**Project**"); and

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

Dec 2024	Oct 2025	Dec 2025	Dec 2026	Jan 2027	Dec 2027	Dec 2028	Dec 2029	Dec 2030	Dec 2031	Dec 2032	Dec 2033	Dec 2034
12,000	55,200	55,200	55,200	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000

5. Montgomery County operates a water treatment facility and water distribution system under Public Water System ID: 03-62-010, where sufficient supply and capacity is available to serve the Project in the quantities set forth above; and
6. Mt. Gilead operates a water distribution system under Public Water System ID: 03-62-015; and
7. Mt. Gilead also owns and operates a Publicly Operated Treatment Works facility (the "**Mt. Gilead POTW**") under permit number NC0021105, and also owns a sewer collection system (the "**Mt. Gilead Sewer System**"), where sufficient capabilities and capacity are not currently available to serve the entirety of the Project; and
8. Advanced planning, engineering, understanding, agreement and improvement are required to ensure the appropriate use of public resources, compliance with State and Federal regulations and the maintenance of public health while providing the Property with public water and sewer services; and
9. The Developer has previously assisted in the provision of resources for improvements to the Mt. Gilead POTW and Mt. Gilead Sewer System; and
10. The Parties entered a Development Agreement dated June 1, 2023 and record August 10, 2023 in Book 928, Page 498 in the Office of the Register of Deeds for Montgomery County (the "**Registry**"), regarding provision of public water and sewer services to the Property and stating the duties of each Party (the "**Development Agreement**"); and
11. The duties of the Parties pursuant to the Development Agreement were conditioned upon the North Carolina General Assembly appropriating Eight Million Dollars (\$8,000,000) to the Town for water and sewer infrastructure projects (the "**Grant Funding**"); however, the Grant Funding was appropriated to the County in the 2023 Appropriations Act (HB-259), and becoming law (SL 2023-134) on October 3, 2023 ("**Funding Date**").

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

I. RECITALS AND ACKNOWLEDGMENTS MATERIAL

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

II. TERM

The term of this Restated Agreement shall be deemed to have commenced as of the Funding Date (the "**Commencement Date**"), and shall terminate on the date which is nine (9) years thereafter (the "**Term**"). Notwithstanding such termination date, provided that the Developer is not in default of this Restated Agreement, Developer has pursued development of the Property, and the Project has not been completed by the original termination date of the Term, then the termination date of the Term for this Restated Agreement shall automatically be extended for two (2) consecutive five (5) year periods until the Project has been completed by Developer.

At any time, if Lennar determines in its sole and absolute discretion not to acquire the Property or, for any reason whatsoever, Lennar does not acquire title to the Property within two (2) years of the Commencement Date, Lennar shall be automatically released from this Agreement as Lennar has no obligations hereunder unless it acquires the Property. The County and Town agree to, upon written request of any Party to execute and record a release of this Agreement, to evidence the same releasing the Property from any obligation hereunder (the "**Release**"). Upon recording of the Release, any unused allocations of water and sewer, previously allocated to the Property, shall revert to the allocating authority.

III. PURPOSE

The purpose of this Restated Agreement is to revise and restate the terms and conditions of the Development Agreement regarding the Town's and County's provision of water and wastewater treatment services to the Property and the Developer's provision of facilities and other obligations related to such services.

IV. DUTIES OF THE DEVELOPER

Following Developer's Acquisition of the Property, Developer shall have the following duties:

1. The Developer shall pay for the design and construction of all on-site water and sewer facilities and improvements necessary to serve the Project per standards set forth by the County, the Town and North Carolina Department of Environmental Quality, as applicable, and upon completion shall transfer to the Town at no cost all such facilities up to the meter for each individual property and account.

2. The Developer shall use commercially reasonable efforts to provide and record, at its own expense, all necessary permanent easements for the operation of public water and sewer lines and facilities within the boundary of Property, and shall transfer said easements to the Town at no cost. These easements shall not unreasonably interfere with the Developer's future construction of the Project within the Property, nor shall the provisions of this Section IV(2) require or in any way obligate Developer to acquire easements from third parties.
3. The Developer shall provide to the Town, without charge, as-built drawings of all water and sewer improvements pursuant to the development of the Project within the Property.
4. In good faith, the Developer agrees to consider any additional improvements to water and sewer facilities as proposed by the County or Town that are beyond those improvements required for the Project. Examples include, but are not limited to, pipe oversizing, stub-outs, and interconnections (the "**Non-Required Improvements**"), provided the inclusion of the forgoing shall be commercially reasonable and shall not adversely impact Developer's designs or costs to complete the Project. The costs and expenses of any Non-Required Improvements to the water and sewer facilities beyond the required amount to service the Project shall be the responsibility of the County or the Town (as applicable pending on the proposing Party), and in no event shall Developer be responsible for any costs or expenses associated with the Non-Required Improvements nor shall Developer have any obligation to incorporate any such Non-Required Improvements.
5. In the event that the Grant Funding is insufficient to cover the costs of the Improvements (herein, a "**Cost Overrun**"), the County and Town agree to use best efforts to procure additional grants or other such appropriations for water and sewer improvements that are required or incidental to the development of the Property (herein, "**Additional Grants**"). The Developer agrees to use good faith efforts to assist the County or Town in the procurement of said Additional Grants. County and Town agree to provide Developer with any and all copies of construction plans, drawings, engineering drawings or plans, approvals, contractor bids, and any other material information pertinent to assessing the nature and extent of any possible Cost Overrun (collectively, the "**Plans and Bids**"). As a result of and in exchange for Developer agreeing to fund any Cost Overrun pursuant to this Section, County and Town agree to deliver all Plans and Bids currently in their possession to the Developer or to deliver the same to Developer within seven (7) business days as the same become available. In the event of a Cost Overrun and if the Parties have sufficiently exhausted best efforts to acquire Additional Grants, the Developer shall fund and cover any Cost Overrun ("**Developer Funding**"), which it shall notify the other parties in writing upon its determination that best efforts to acquire Additional Grants have been duly exhausted ("**Developer Funding Notice**"). The Parties agree that upon receipt of the Developer Funding Notice the Developer shall have immediate step-in rights, right to complete construction of all the Improvements, and the Town and County shall assign all contracts, drawings, approvals permits, and all other items necessary for the completion of the same to Developer. The Developer understands that, upon election to exercise step-in

rights, it assumes the obligation to meet all standards set by the North Carolina Department of Environmental Quality (“**NCDEQ**”) with regard to the construction of the Improvements. For the avoidance of all doubt, The Town and County shall have no financial obligations with respect to the Improvements, with the exception of the Grant Funding, or Additional Grants, to the extent, if at all, the Additional Grants are made available to the parties. Developer shall have no obligation to fund the Improvements and no step-in rights until such time as (i) the Grant Funding is exhausted, (ii) the Town and County have exhausted best efforts to acquire the Additional Grants, in the discretion of the Developer, (iii) the Developer has received copies of all Plans and Bids, and (iv) the Developer has delivered its Developer Funding Notice to the Town and County.

Commented [PC1]: The Grant Funding is available to the County

a. **Developer Funding of Overrun Credit.** Notwithstanding anything in this Restated Agreement to the contrary, in the event of Developer Funding of any Cost Overrun, the Parties hereby agree and acknowledge that the Developer shall receive a dollar-for-dollar credit against any future tap fees, permit fees or other fees imposed by the Town or County related to the development of the Property (herein, the “**Permit Credit**”), which said Permit Credit shall equal to the amount of the Cost Overrun funded by the Developer.

6. The Developer agrees that upon completion of the Project, no additional sewer allocations will remain and any non-tributary allocation will revert to the Town for allocations elsewhere.
7. The Developer shall use commercially reasonable efforts to conduct a traffic impact analysis and submit the same for comment to the North Carolina Department of Transportation (the “**NCDOT**”) (the traffic impact analysis, collectively with all comments thereto, herein the “**TIA**”). The Developer shall pay for the design and construction of all Traffic Improvements (as defined below) necessary to serve the Project as required by the NCDOT and described below, pursuant to the TIA, and upon completion shall transfer to the NCDOT, County or Town, as applicable, at no cost, all such Traffic Improvements. Developer shall have no obligation to transfer or dedicate the Traffic Improvements until such time, if ever, as Developer has acquired all Offsite Traffic Easements. For the purposes of this Restated Agreement, the Traffic Improvements include the following: (i) the installation of a turn signal along NC Highway 24/NC Highway 27 (ii) the installation of a turn signal at the intersection of NC Highway 73 and NC Highway 24/NC Highway 27; (iii) the installation of a turn lane at the intersection of NC Highway 73 and NC Highway 24/NC Highway 27; (iv) the installation of a turn signal at the intersection of NC Highway 73 and Lilly's Bridge Road; (v) the installation of turn lanes at the intersection of NC Highway 73 and Lilly's Bridge Road; (vi) the installation of turn lane at the intersection of Livingston Point and Lilly's Bridge Road; (vii) the installation of a turn signal at the intersection of Lilly's Bridge Road and a yet-named internal Project road; (viii) the installation of turn lanes at the intersection of Lilly's Bridge Road and a yet-named internal Project road Site Drive A; (ix) the installation of turn lanes at the intersection of Emerald Shores Road and Lilly's Bridge Road; (x) installation of turn lanes at the intersection of

Livingston Point and yet-named internal Project road Site Drive B; (xi) installation of turn lanes at the intersection of Livingston Point and yet-named internal Project road Site Drive C; (xii) installation of turn lanes at the intersection of Emerald Shores Road and yet-named internal Project road Site Drive D; and (xiii) installation of turn lanes at the intersection of Emerald Shores Road and yet-named internal Project road Site Drive E (collectively, the "**Traffic Improvements**").

The Developer agrees to use good faith efforts to procure all Offsite Traffic Easements necessary for the installation of the Traffic Improvements and use reasonable design techniques, such as asymmetrical design, to mitigate the need for County action. In the event that the Developer is unable to obtain any of the Offsite Traffic Easement within four (4) months of receiving final comments to the TIA from the NCDOT, the Developer shall notify the County in writing of the same (each an "**Offsite Easement Notice**"). The Offsite Easement Notice shall include a copy of any relevant correspondence, a description of the property needed for the Offsite Traffic Easement (the "**Required Parcel**"), drafts of easement documents, description of the use of the easement, and any other items Developer deems helpful or useful in demonstrating all reasonable attempts were made.

8. Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, the Parties expressly agree and acknowledge that Developer shall have no obligations or duties under this Agreement until such time as Developer has acquired title to the Property.

V. DUTIES OF THE COUNTY

As of the Commencement Date, the County shall have the following duties:

1. The County shall provide and hereby reserves a total allocation of up to 0.5 MGD of potable water (the "**County Total Water Allocation**") to the Town of Mt. Gilead at a point(s) of entry to the Property via a master meter(s).
2. The County shall install, own, operate and maintain the master meter(s) at the point(s) of entry to measure the flow for purposes of billing the Town, and upon advance notice from the Town shall allow the Town and/or its agent access to the meter(s) for purposes of inspection and calibration.
3. All terms regarding rates, billing, collections and other terms for providing water shall be governed by the then most recent contract between the County and Town.
4. The County agrees to approve future allocations in amounts requested by the Town provided the total of requested allocations does not exceed the County Total Water Allocation.
5. The County agrees that the Grant Funding shall be made immediately and unconditionally available to the Town to complete the Improvements in accordance with that agreement between the County and Town of the same date as this Restated Agreement (the

“Development Funding Agreement”). For purposes of this Restated Agreement, the Grant Funding shall be available to the Town on the date the County transfers the Grant Funding or a portion thereof to the Town for payment for the Improvements, and the County shall give the Developer notice of each transfer as provided herein.

6. The County agrees to act as the lead agency for supplemental grants or appropriations for water and sewer improvements for the Project where it is deemed expedient by the Parties.
7. Upon request from the Developer or the Town, the County will consider appropriations for off-site water facilities and improvements and acquisition of easements necessary to serve the Project. The County shall be responsible for acquiring all such easements and for the construction, operation, maintenance, and repair of such facilities and improvements, including any and all costs and expenses thereof.
8. With regard to the Offsite Traffic Easements and Traffic Improvements, subject to the provisions of N.C.G.S. §40A-3(b)l and N.C.G.S. §40A-42, within thirty (30) days of the receipt of the Offsite Easement Notice, the County, through its Board of Commissioners shall approve the use of eminent domain to condemn the Required Parcel for the Offsite Traffic Easement, and shall direct its counsel to file the appropriate condemnation action within the Superior Court of Montgomery County. The forgoing shall not preclude the County from acquiring or attempting to acquire the easements without the use of eminent domain within the thirty (30) days following the receipt of the Offsite Easement Notice.
9. With regard to the Improvements contemplated in Section VI(3), as a result of the County being responsible for the allocation of the Grant Funding, and as a result from the beneficial interest to the County ensuring that the Project is completed in a timely fashion, County agrees that it has a vested interest in completing the construction of the Improvements contemplated in Section VI(3). The County hereby agrees that it shall exercise the Step-In Rights contemplated in Section VI(4)(a), should the County determine, that the Town has not complied with the deadlines and timeframes as set forth in Section VI(3) to timely and expeditiously complete the Project. The County in making the determination to exercise Step-In Rights shall consider input from the Developer.

VI. DUTIES OF THE TOWN

Following the Commencement Date, the Town shall have the following duties:

1. Upon approval of any final plat for a portion of the Project proposed by the Developer for the Property and provided the County has provided the necessary water allocations to the Town as provided herein, the Town shall allocate and provide potable water in an amount equal to the estimated amount required for that plat and act as the purveyor of potable water to the individual properties and accounts within the Property, provided that the total of such allocations shall not exceed the County Water Allocation unless further agreed to by the Town and the County.

2. The Town shall immediately allocate .015 MGD of POTW waste treatment capacity (the “**First Treatment Capacity Allocation**”) to the Property and act as the purveyor of sanitary sewer services to the individual parcels and accounts within the Property going forward.
3. The Town shall make additional Capacity Allocations to the Property based on the following schedule:
 - a. Within one year of the Commencement Date (herein, “**Commencement Deadline #1**”), the Town will begin, and within twelve (12) months thereafter (herein, “**Completion Deadline #1**”) shall complete, construction of internal improvements to Lift Station #6 and design the upgrade to the Lilly’s Bridge Road Force Main. Promptly following completion thereof, an additional Treatment Allocation of .054 MGD will be made (the “**Second Treatment Capacity Allocation**”).
 - b. Within two years of the Commencement Date (herein, “**Commencement Deadline #2**”, and together with Commencement Deadline #1 each a “**Commencement Deadline**,” and collectively the “**Commencement Deadlines**”), the Town will begin, and within fifteen (15) months thereafter (herein, “**Completion Deadline #2**”, and together with Completion Deadline #1 each a “**Completion Deadline**,” and collectively the “**Completion Deadlines**”) shall complete, construction of the upgrade to the Lilly’s Bridge Road Force Main. Promptly following completion thereof, an additional Treatment Allocation of .306 MGD will be made (the “**Third Treatment Capacity Allocation**”).
4. The Town shall use the Grant Funding provided to it by the County pursuant to the Development Funding Agreement to complete the Improvements.
 - a. As a result of the County being responsible for the allocation of the Grant Funding, and as a result from the mutual, beneficial interest to the County and Town in ensuring that the Project is completed in a timely fashion, the Town and County agree that the County shall have the right to complete the construction of the Improvements contemplated in Section VI(3), should the County determine that the Town has not complied with its construction obligations set forth above. In the event the Town (i) fails to commence construction of the Improvements by the applicable Commencement Deadline or (ii) fails to complete construction of the Improvements by the applicable Completion Deadline, the County may elect to assume responsibility for the completion of the Improvements (the “**Step-In Rights**”) by providing at least thirty (30) days’ prior written notice to the Town of such election (the “**Notice of Step-In**”). In such case, the Town hereby assigns to the County to the extent assignable, effective upon the County exercising the Step-In Rights: (a) all of the Town’s contracts, permits, and approvals for such work; (b) all of the Town’s agreements with any consultants for such work; and (c) all of the Town’s agreements with any

utility providers for such work. Additionally, this Agreement will constitute both the Town's consent to the County completing such work and the Town's consent and authorization for the County to submit such applications and otherwise to take such actions as may be necessary or desirable to obtain all required permits and approvals from the applicable governmental authorities. Within ten (10) business days after written request therefor, the Town shall execute such additional reasonable certifications, documents, or agreements as may be required to enable the County to complete such work and obtain all required permits and approvals from the applicable governmental authorities.

- b. Notwithstanding the provisions of Section VI(4)(a) above, in the event that the County exercises the Step-In Rights above, the County and Town hereby agree and acknowledge that upon completion of the Improvements, all future improvements with regard to the same shall be the sole asset of the Town, and that the exercise of Step-In Rights shall in no event be construed a transfer or dedication of the Improvements to County.
5. The Town shall bill the Developer, and the Developer hereby agrees to pay, for the water and wastewater treatment services provided pursuant to this Restated Agreement according to the rates and charges adopted by the Town Board as those rates and charges may change from time-to-time.
6. The Town shall be responsible for the operation, maintenance and repair of all on-site water and sewer facilities and improvements provided by Developer within the Property, and shall be responsible for acquiring all easements and for the construction, operation, maintenance and repair of all off-site sewer facilities and improvements necessary to serve the Project, including any and all costs and expenses thereof.
7. The Town may pursue, and the Developer and the County agree to support, a flow reduction strategy for the Project based on twelve (12) months comparable/actual flow data.
8. In the event that the Grant Funding is not made available to the Town within six (6) Months of the Commencement Date, the Parties hereby acknowledge and agree that the County shall assume responsibility for payment of all obligations under this Section VI using the Grant Funding.

VII. ANNEXATION

The Developer and the County hereby agree that the Project or any part thereof may be annexed by the Town. Developer agrees to file a petition with the Town requesting annexation of the Property, provided however, Developer shall not be required to incur additional expenses should the petition be challenged, appealed or denied. The provisions of the Section shall in no way obligate Developer to guarantee or ensure that the Property is annexed. If the annexation of

the Property requires additional parcels be annexed prior to the Property, Developer shall have no obligation to submit any such additional parcels for annexation, facilitate the annexation any such additional parcels, or support the annexation thereof. The Parties will reasonably cooperate with and support such annexation so long as the annexation is in accordance with applicable laws.

VIII. ADMINISTRATION OF AGREEMENT

The Parties agree and acknowledge that pursuant to N.C. Gen. Stat. § 160D-1006(c) Montgomery County will be responsible for the overall administration of this Restated Agreement and for providing the Grant Funding to the Town as provided by the Development Funding Agreement.

IX. INDEMNIFICATION

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

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

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

X. NOTICES

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

If to County:

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

With Copy to:

Russ Hollers, Attorney at Law

If to Town:

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

With Copy to:

_____, Attorney at Law

If to Developer:

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

With Copy To:

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

With Copy To:

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

XI. ASSIGNMENT; ESTOPPEL

The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Restated Agreement, that the Parties have the sole right and exclusive authority to execute this Restated Agreement, and that the Parties have not

sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Restated Agreement. Further, the Parties agree that the contract rights hereunder may not be assigned by either party nor the duties hereunder delegated to any third party without the express written consent of the others.

A. Notwithstanding the forgoing, the Parties agree that the Developer, or any subsequent developer, shall be entitled to assign and delegate the rights and duties of the Developer under this Restated Agreement (the “**Developer Rights**”) to a subsequent purchaser of all or any portion of the Property. Such assignment shall be evidenced by a recorded assignment and assumption of development rights (the “**Assignment of Developer Rights**”), executed by the Parties and the subsequent purchaser, and shall be effective as the date of recording in the Office of the Register of Deeds for Montgomery County. The Parties acknowledge and agree that in the event of such assignment or transfer by the Developer of the Developer Rights shall be non-recourse as to the assigning Developer, provided the assignee assumes all obligations of “Developer” in the Assignment of Developer Rights. From and after the effective date of an Assignment of Developer Rights, the assigning Developer shall be released from all responsibility or liability under this Restated Agreement.

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

XII. REGULATIONS

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

XIII. LIMITATION OF LIABILITY AND NO THIRD PARTY RIGHTS

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

XIV. FORCE MAJEURE

It shall not be considered a breach of this contract and neither the Developer, Town, nor the County shall be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the Developer, Town or County, including but not limited to fire, flood, acts of God, terrorism, war,

natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of the Developer, Town or County. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued, provided however, that such delay for a “force majeure” shall not exceed sixty (60) days in the aggregate.

XV. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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

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

XVI. MODIFICATION OF AGREEMENT

This Restated Agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties, and no waiver of any provision of this Restated Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged; provided that the Parties agree that in the event the appropriation of the Grant Funding is changed from the County to the Town, this Restated Agreement shall be amended as necessary to reflect the change in recipient of the Grant Funding and to ensure the Grant Funding is used for the purposes provided in this Restated Agreement.

XVII. INTERPRETATION

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

XVIII. SEVERABILITY

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

said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Restated Agreement.

XIX. NON-WAIVER

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

XX. BINDING NATURE OF AGREEMENT

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

XXI. ENTIRE AGREEMENT

This Restated Agreement replaces and supersedes all prior agreements and representations, oral or written between the Parties regarding the subject matter of this Restated Agreement unless otherwise stated or indicated by context, excepting any Exhibit or future document to be executed by the Parties pursuant to this Restated Agreement provided however, that Development Funding Agreement between the County and Town referenced in V(5) herein shall remain unchanged by this Restated Agreement.

(Signatures Appear on Next Page)

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

COUNTY OF MONTGOMERY

BY: _____ (SEAL)
PRINT NAME: John Shaw
Chair, Montgomery County Board of Commissioners

STATE OF _____)

COUNTY OF _____)

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

WITNESS my hand and official seal this _____ day of _____, 2024.

(affix notarial stamp below)

Notary Public

Print Name

My Commission Expires: _____

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

TOWN OF MT. GILEAD

BY: _____ (SEAL)

PRINT NAME: Sheldon Morley
Mayor, Town of Mt. Gilead

STATE OF _____)

COUNTY OF _____)

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

WITNESS my hand and official seal this _____ day of _____, 2024.

(affix notarial stamp below)

Notary Public

Print Name

My Commission Expires: _____

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

DEVELOPER

LENNAR CAROLINAS, LLC,

A Delaware limited liability company

BY: _____ (SEAL)

Mark Heninger, Vice President

STATE OF _____)

COUNTY OF _____)

I, the undersigned Notary Public for _____ County, do hereby certify that Mark Heninger, the Vice President of Lennar Carolinas, LLC, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2024.

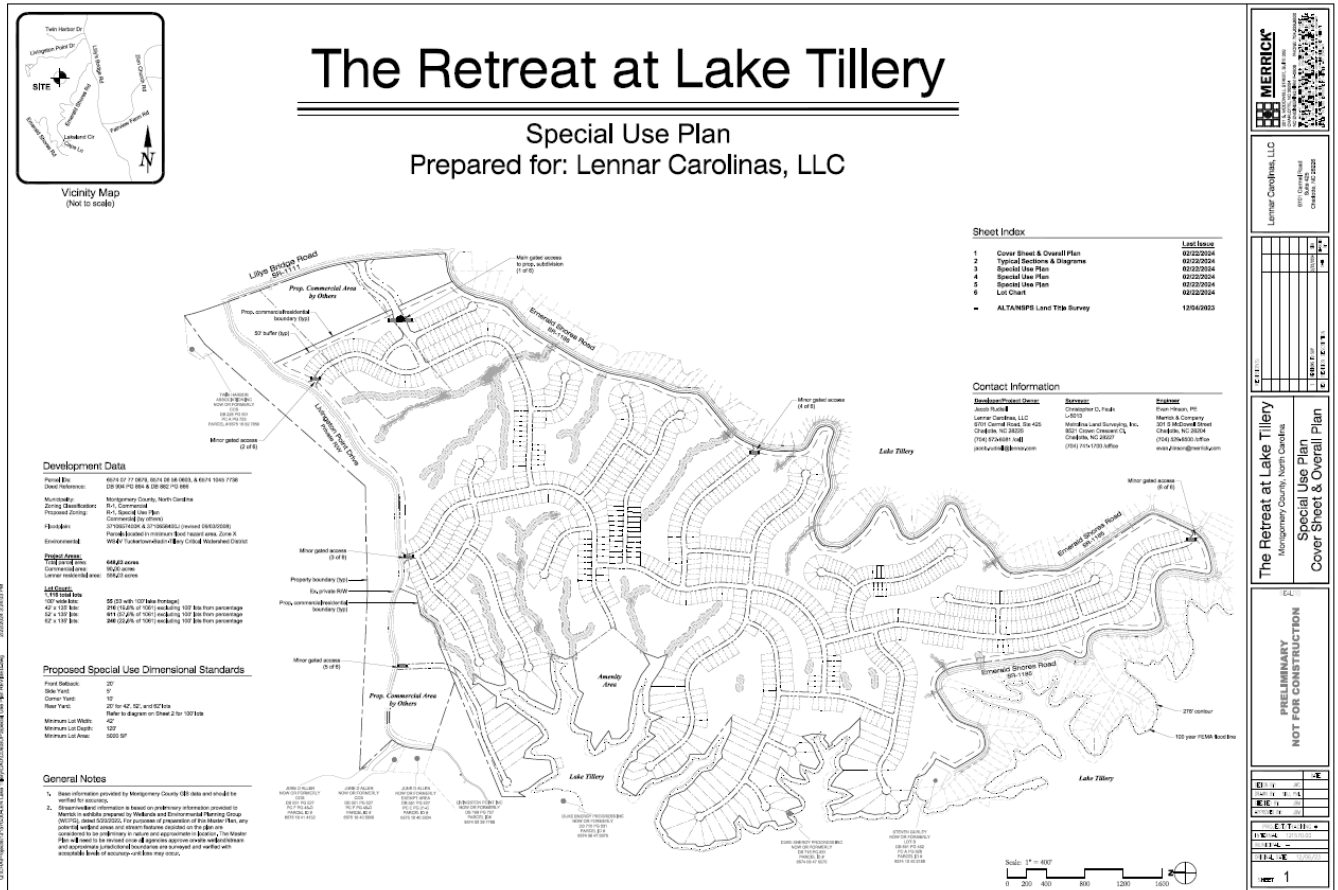
(affix notarial stamp below)

Notary Public

Print Name

My Commission Expires: _____

Exhibit A



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



TOWN OF MOUNT GILEAD

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

MEMORANDUM

DATE: 2/27/2024
TO: Mayor and Board of Commissioners
FROM: Dylan Haman, Town Manager
RE: Port-A-John Policy

Mayor and Board,

The Town continues to receive requests for Port-a-Johns for non-town events. We have recently had one group request 10 port-a-johns, another group has monthly events, plus additional events from time to time. The cost to the Town for the Port-a-johns are \$150 per event.

If we estimate 25 events per year, the cost to the town will be at least \$3750. The Town has never established an official policy or even stated that this is a service which is offered. For reference \$3750 is nearly half a penny on the Property Tax Rate.

Staff needs to know:

1. Does the Town Board want to offer port-a-john procurement as a service? If so, who is eligible to request them?
2. Does the Town Board want to establish a fee for Port-A-John Procurement for non-town events?

Please direct staff on how the Town Board would like to move forward.

Respectfully,

Dylan Haman



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TOWN OF MOUNT GILEAD
VOLUNTEER BOARDS/COMMITTEES
APPLICATION

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

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

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

I live in Mount Gilead's:
City Limits **OR** ETJ (extra territorial jurisdiction) **OR** I am a non-resident

How many years have you lived in Mount Gilead? 22

Applicant's Name: Taryn Thompson Gross

Mailing Address: 305 E Second Ave

Street Address (if different): Same

Phone: (Home) _____ (Mobile) 910-2200096 (Work) _____

Email Address: ++ taryn24@gmail.com

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

Name of Business: N/A

Location: N/A

Educational Background: Associate's Degree

Occupation: Administrative assistant / manager

Employer: First UMC / First Baptist / River wild

Prior/Other Public or Volunteer Service: Community appearance + Parks +
Rec. Committee

Why do you wish to serve on this Board/Committee?

I want to help
the town of mt. gilead grow.

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

yes, as long as I'm informed with an
appropriate amount of notice.

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

N/A

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

Signature:

Jarvis Gross

Date:

2/28/2024



TOWN OF MOUNT GILEAD VOLUNTEER BOARDS/COMMITTEES APPLICATION

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

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

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

I live in Mount Gilead's:

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

How many years have you lived in Mount Gilead? 12

Applicant's Name: Jennifer L. Byrd

Mailing Address: P.O. Box 632 Candor, NC 27229

Street Address (if different): 111 Haywood Rd. Mt. Gilead, NC 27306

Phone: (Home) _____ (Mobile) 910-975-2520 (Work) _____

Email Address: jenniferbyrd2013@yahoo.com

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

Name of Business: _____

Location: _____

Educational Background: Montgomery Community College

Occupation: Administration Assistant

Employer: Firsthealth of the Carolinas

Prior/Other Public or Volunteer Service: NC Dept of Transportation - Adopt a Highway
BCA, & the food pantry.

Why do you wish to serve on this Board/Committee? I wish to serve because
as a citizen of Mt. Gilead, I believe I
could help assist w/ making Mt. Gilead
a better overall town. I have family &
children w/in this town. Therefore, my
motives are to build up the town for them
and other residents that live here as well.

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

Yes.

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

Anything I can help accomplish to
expand and promote Mt. Gilead I am
willing to do. I believe Mt. Gilead's future
is bright & I would like to help make
this town shine.

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

Signature: Jennifer L. Byrd

Date: 2-16-2024



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TOWN OF MOUNT GILEAD
VOLUNTEER BOARDS/COMMITTEES
APPLICATION

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

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

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

I live in Mount Gilead's:
City Limits **OR** ETJ (extra territorial jurisdiction) **OR** I am a non-resident

How many years have you lived in Mount Gilead? 1 year

Applicant's Name: Tara C. Clark
Mailing Address: 400 Haywood Road Mt. Gilead 27306

Street Address (if different): _____

Phone: (Home) _____ (Mobile) 3213777720 (Work) _____ *texting is best. Bad cell service where we live*

Email Address: TaraClark19@bellsouth.net

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

Name of Business: _____

Location: _____

Educational Background: 2 years AA degree

Occupation: _____

Employer: _____

Prior/Other Public or Volunteer Service: N/A

Why do you wish to serve on this Board/Committee?

Interested in the events the town hosts and hope to have for events for families to attend and bring the community together for some town fun.

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

Yes

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

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

Signature: Tara C. Clark

Date: Feb 28, 2024



za
**TOWN OF MOUNT GILEAD
VOLUNTEER BOARDS/COMMITTEES
APPLICATION**

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

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

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

I live in Mount Gilead's:

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

How many years have you lived in Mount Gilead? 44

Applicant's Name: Ricky Paul Moore Jr

Mailing Address: 420 West Allenton Street

Street Address (if different): Same

Phone: (Home) _____ (Mobile) 910 220 4361 (Work) _____

Email Address: Monica Moore 174 @ Gmail

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

Name of Business: _____

Location: _____

Educational Background: HSD

Occupation: Carpenter / Heavy Eq. Operator

Employer: Self employed

Prior/Other Public or Volunteer Service: Up For Anything with a
good cause!

Why do you wish to serve on this Board/Committee? To help establish what
the parks used to be!

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

yes

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

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

Signature: 

Date: Feb 5, 2024



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 3/5/2024	Agenda Item Number: New Business B
Submitted By: Dylan Haman	Department: Administration
Attachments: Town of Mount Gilead Bank Reconciliation Policy	

Topic: Bank Reconciliation Policy

Staff Summary: The Town Board asked staff to prepare a Bank Reconciliation Policy during last month's meeting. This policy will govern the process for completing Bank Reconciliations.

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

Staff Recommendation: Staff recommends approving the Bank Reconciliation Policy

Examples of Motions:

Approve: I make a motion to approve the Bank Reconciliation Policy.

Deny: I make a motion to deny the Bank Reconciliation Policy.

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

TOWN OF MOUNT GILEAD

Post Office Box 325
110 West Allenton Street
Mount Gilead, North Carolina 27306
Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Paula Covington
Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie D. Jackson

TOWN OF MOUNT GILEAD BANK RECONCILIATION POLICY

The Town Finance Officer downloads bank statements directly from the Town of Mount Gilead's financial institutions online portal, usually within three to five days following the close of each month. The Town Manager shall designate an employee to reconcile bank accounts. The Designated employee shall review the statement for unusual or unexplained items. Unusual and unexplained items shall be reported to the Town Manager Immediately. The Designated employee should not have check signing authority or Check Preparation Responsibilities.

All Bank Reconciliations are reviewed and approved by the Finance Officer on a monthly basis. Any adjusting journal entries resulting from preparing bank reconciliations are approved by the Finance Officer, and shall be entered by the employee designated to complete bank reconciliations. Reconciling items that require research are followed up on by the Administrative assistant or an employee selected by the Town Manager.

Bank reconciliations are to balance by the Fifteenth day of each calendar month. If a bank reconciliation cannot be completed by the tenth day of each month, the employee designated to complete the reconciliation shall submit an explanation, by email, to the Town Manager and Town Finance Officer.

The designated Employee shall review all carrying items on the Bank Reconciliation and recommend a set of Adjusting Journal Entries to the Town Finance Officer. The Finance Officer shall approve and input Adjusting Journal entries into the General Ledger.

Policy Adopted March 5, 2024

Sheldon P. Morley, Mayor

Lessie Jackson, Town Clerk



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 3/5/2024	Agenda Item Number: New Business C
Submitted By: Dylan Haman	Department: Governing Board
Attachments: Resolution Requesting Local Bill For Mount Gilead to Annex Area Along Lilly's Bridge Road	

Topic: Resolution Requesting Annexation

Staff Summary: In order to attempt annexation of the Development at Lake Tillery, the Town must request a local bill from the North Carolina General Assembly. This resolution is a formal action by the Town Board to request that local bill.

This local bill will request annexation of the following parcels of land: 6574 07 77 0679, 6574 06 58 0603, and 6574 10 45 7738

This resolution does not ensure annexation and does not guarantee approval from the General Assembly.

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

Staff Recommendation: Staff Recommends adopting the resolution to request a local bill for Mount Gilead to annex property along Lilly's Bridge Road

Examples of Motions:

Approve: I make a motion to approve the Resolution Requesting a Local Bill for Mount Gilead to Annex Area Along Lilly's Bridge Road

Deny: I make a motion to deny the proposed Resolution

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

TOWN OF MOUNT GILEAD

Post Office Box 325
110 West Allenton Street
Mount Gilead, North Carolina 27306
Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Paula Covington
Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie Jackson

RESOLUTION REQUESTING LOCAL BILL FOR MOUNT GILEAD TO ANNEX AREA ALONG LILLY’S BRIDGE ROAD

WHEREAS, the Town of Mount Gilead recognizes the strategic importance of extending its municipal boundaries to include Parcel IDs 6574 07 77 0679, 6574 06 58 0603, and 6574 10 45 7738 for the purposes of comprehensive community development and effective municipal governance; and

WHEREAS, annexation of the aforementioned parcels aligns with the long-term vision and planning objectives of the Town of Mount Gilead, contributing to the overall growth, sustainability, and enhancement of our community; and

WHEREAS, the Town of Mount Gilead acknowledges the necessity of seeking legislative approval from the North Carolina General Assembly for the annexation of said parcels through a Local Bill;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Board of Commissioners of the Town of Mount Gilead that:

1. The Town of Mount Gilead hereby formally requests the North Carolina General Assembly to enact a Local Bill authorizing the annexation of Parcel IDs 6574 07 77 0679, 6574 06 58 0603, and 6574 10 45 7738 into the municipal boundaries of the Town of Mount Gilead.
2. The Mayor and Town Board of Commissioners express their commitment to working collaboratively with the North Carolina General Assembly, providing any necessary information, and undertaking all required procedures to facilitate the successful passage of the Local Bill for the proposed annexation.
3. The Town Clerk is directed to transmit a copy of this resolution to the appropriate legislative representatives and agencies to initiate the legislative process.

IN WITNESS WHEREOF, the Town of Mount Gilead has caused this resolution to be duly adopted and executed this ____ day of ____, 2024.

ATTEST:

MAYOR’S SIGNATURE



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 3/5/2024	Agenda Item Number: New Business D
Submitted By: Dylan Haman	Department: Governing Board
Attachments: Resolution Requesting Local Bill To Amend The Charter of The Town of Mount Gilead	

Topic: Charter Amendment Resolution

Staff Summary: If the Town Board approves this resolution, The Town would elect board members based on Districts, rather than at large.

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

Staff Recommendation: Staff defers to the Town Commissioners.

Examples of Motions:

Approve: I make a motion to approve the Resolution Requesting a Local Bill to Amend the Charter of the Town of Mount Gilead

Deny: I make a motion to deny the proposed Resolution

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

TOWN OF MOUNT GILEAD

Post Office Box 325
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Incorporated 1899

Phone (910) 439-5111 – Fax (910) 439-1336

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Paula Covington
Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie Jackson

RESOLUTION REQUESTING LOCAL BILL TO AMEND THE CHARTER OF THE TOWN OF MOUNT GILEAD

WHEREAS, in light of anticipated growth, the Town of Mount Gilead recognizes the need to adapt and enhance its municipal governance structure to better serve the interests and preferences of its residents; and

WHEREAS, pursuant to North Carolina General Statute 160A-101, the Town of Mount Gilead seeks to change the mode of election of the Town Board of Commissioners provided for in its Town Charter to election in single-member districts as provided in G.S. 160A-101(6)(b), as specified below, for the purpose of fostering increased civic engagement, efficiency, and responsiveness in local governance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Board of Commissioners of the Town of Mount Gilead that:

1. The Town of Mount Gilead formally requests the North Carolina General Assembly to consider and enact a Local Bill amending the Mount Gilead Town Charter to change the mode of election of the Town Board of Commissioners to single-member districts in accordance with North Carolina General Statute 160A-101(6)(b) as follows:

The Town shall be divided into single-member electoral districts for the purpose of electing commissioners, Members of the Town Board of Commissioners shall be apportioned to such districts so that each member represents the same number of persons as nearly as possible. The qualified voters of each district shall nominate and elect candidates who reside in the district for seats apportioned to that district.

2. The Mayor and Town Board of Commissioners express their commitment to cooperating with the State of North Carolina and providing any necessary information or documentation to facilitate the successful passage of the Local Bill.
3. The Town Clerk is directed to transmit a copy of this resolution to the appropriate legislative representatives and agencies to initiate the legislative process.

IN WITNESS WHEREOF, the Town of Mount Gilead has caused this resolution to be duly adopted and executed this ____ day of _____, 2024.

Sheldon Morley, Mayor

Lessie Jackson, Town Clerk

Operating Budget Amendments FY 23-24

WHEREAS, The Mount Gilead Board of Commissioners Unanimously adopted an agreement with the Piedmont Triad Regional Council of Government during the Regularly Scheduled November Board Meeting; and,

WHEREAS, The Town of Mount Gilead offers Solid Waste and Bulk Waste Collection Services, which have required additional funds over multiple budget years; and,

WHEREAS, The Mount Gilead Board of Commissioners directed staff to address a rezoning issue on Forest Hill Village Road and Unanimously adopted Specialty Code Enforcement to address Minimum Housing in Mount Gilead during the February Board Meeting; and

WHEREAS, The Mount Gilead Redevelopment Board has expressed its interest in installing a new Air Conditioning Unit for the Redevelopment Building, which was not included in the original budget;

NOW THEREFORE, BE IT ORDAINED by the Governing Board of the Town of Mount Gilead, North Carolina that the Mount Gilead Budget Ordinance is hereby amended:

Section 1: The amendment is to increase the Operating Budget of the Mount Gilead General Fund necessary to support the Solid Waste, Planning & Zoning, and Governing Board departments.

Section 2: Expenditures in the General Fund are increased as follows:

10-470-44 Solid Waste Disposal	8,750
10-470-50 Yard Debris/Bulk Goods Disposal	3,750
10-460-46 Contracted Services	8,500
10-800-40 Professional Fees/Srv Chg	12,500
10-630-74 Miscellaneous	13,500
TOTAL	\$47,000

Section 3: The Following Revenues are expected to be available and the budget is increased as follows:

10-360-10 Appropriated Fund Balance	\$47,000
Total	\$47,000

Section 4: This Ordinance is balanced in accordance with North Carolina General Statute Chapter 159-13.2

ADOPTED by the Board of Commissioners of the Town of Mount Gilead, North Carolina, on this _____ day of _____, 2023.

Attest:

Mayor Sheldon P. Morley

Lessie Jackson, Town Clerk



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 3/5/2024	Agenda Item Number: New Business F
Submitted By: Dylan Haman	Department: Governing Board
Attachments: Resolution to Accept American Rescue Plan Grant Funding for Project SRP-SW-ARP-0027	

Topic: General Fund Budget Amendment

Staff Summary: The North Carolina Department of Environmental Quality has just sent the offer of funding for the Stanback Park Drainage Improvement Project. In order to receive the funding, the Town Board must agree to accept the funding.

Technically, these construction contracts must be executed by the end of this calendar year, so this project has a very tight timeline.

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

Staff Recommendation: Staff recommends approving this resolution.

Examples of Motions:

Approve: I make a motion to approve Resolution to accept American Rescue Plan Grant Funding for Project SRP-SW-ARP-0027

Deny: I make a motion to deny the proposed resolution

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

TOWN OF MOUNT GILEAD

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Incorporated 1899

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Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie Jackson

Resolution to Accept American Rescue Plan Grant Funding for Project SRP-SW-ARP-0027

WHEREAS, the Town Manager has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$1,807,000 to perform work detailed in the submitted application, and

WHEREAS, the Town of Mount Gilead intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNT GILEAD:

That the Town of Mount Gilead does hereby accept the American Rescue Plan Grant offer of \$1,807,000.

That the Town of Mount Gilead does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Dylan Haman, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the _____ at 106 East Allenton, Mount Gilead North Carolina.

Dylan Haman, Town Manager

Date _____

Community Garden Update- Embracing Community and Growth for the incoming Spring

We are all about community and collaboration in our garden! Together, we accomplished so much and laid the groundwork for an exciting season ahead this past month.

A heartfelt thank you goes out to John Hall, Gary, and Christy Cupp for their invaluable assistance in helping us finish the posts around the fruit trees. Your dedication and hard work are deeply appreciated. We got all the trees deeply mulched and ready for the growing season. And soon, we will get the netting up to keep the deer off.

We were also fortunate to have Dalyn Shepherd from Pride Plumbing join us, accompanied by her enthusiastic young son who has been to our garden many times before. We have a special place in our hearts for teaching children to garden here. Soon, we will have the elementary school kids by the garden again to pull the last of the carrots and cabbages out of the ground. Alongside the steadfast support of regular volunteers Donna Keesler, Monika Saxton, and Mary Poplin, we came together as a united force. We also had the pleasure of assisting a new Extension Master Gardener Volunteer in accruing more hours, reinforcing our shared commitment to nurturing our garden.

With everyone's efforts combined, we tackled nuisance weeds, battled the relentless spread of chickweed winter makes possible, raked away fallen leaves, and lovingly tended to our trees. Despite the challenges, the transformation is truly remarkable, and our garden now stands poised for the vibrant growth of spring.

We eagerly await the arrival of green shoots and blossoms. Despite the persistence of weeds, we remain steadfast in our efforts to maintain the health and beauty of our garden. And our fall cover of straw helped manage the weeds in a major way.

The last of our winter crops will be removed in the coming days, making way for new beginnings. Thank you to everyone who lent a hand and shared in the joy of community gardening. The promise of new growth and abundant harvests are ahead!

Warm regards,

The Gathering Garden



TOWN OF MOUNT GILEAD DEPARTMENT REPORTS

110 West Allenton Street, Mount Gilead, North Carolina, 27306
FEB, 2024

PUBLIC WORKS

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

Water/Sewer Services

1. Repaired pump at lift Station # 11 twin Harbor
2. Read towns water meters
3. Repair skimmers at WWTP
4. Cleaned clarifiers at WWTP
5. Repaired sewer line stoppage S. Cedar St
6. Assisted MCW with water repair at Tillery Tradition
7. Repaired sewer service at Tillery Tradition
8. Repaired broken sewer main at Tillery Tradition

Repairs and Cleanup Activities

1. Cleaned All the Towns Entrances
2. Cleaned Pavilions and park parking lots
3. Pruned trees in town
4. Repaired landscape timbers at park
5. Replaced swings at park
6. Mowed walking trails

Equipment/Vehicle Maintenance

1. Regular oil checks
2. Equipment oil checks
3. Oil change on 2 service trucks
4. Minor/major repair on the towns 15 backup generators

.

Routine Monthly Activities

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

In Progress Projects

- AIA STUDY
- Grant study for the park drainage

Completed projects

- Cemetery_cleaning



Town of
**MOUNT GILEAD POLICE
DEPARTMENT**

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

MEMORANDUM

**To: Dylan Haman
Town Manager**

**From: Talmedge LeGrand
Chief of Police**

Date: February 28, 2024

Subject: Mount Gilead Police Department Monthly Report for February 2024

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

The Mount Gilead Police Department attended the monthly meeting between agency heads and The Montgomery County District Attorney's Office. Our department also participated in the monthly meeting with the Butterfly House Children's Advocacy Center.

On February 8th, Chief LeGrand and Reserve Captain Darnell Almond attended the yearly Blue Line Brotherhood Banquet in Kannapolis, NC.

On February 20th, officers attended the First Responder's Appreciation Meal hosted by Bethel Baptist Church.

An order was placed and received for new no-loitering signs. These signs were placed strategically around C's gas station, McRae Industries, and the water tower.

D-Blaze inspected and updated all department and vehicle fire extinguishers. Department-issued laptops received updates and installation of Virtual Private Networks to allow officers the ability to access and use the police pack reporting system at any location. Previously reports could only be accessed at the department.

Administration and Patrol

- The School Resource Officer continues to greet students at MGES and provide a positive environment.
- Officers attended the scheduled grand jury session.
- Officers are continuing to check business doors each night.
- Officers conducted various traffic stops.
- Officers continue to take annual in-service training.
- Ranking officers continue to fill in shifts for officers as needed shift schedule (sickness, training, vacancy etc.).
- Entered IBR (monthly crime report) into the state database for crime statistics.
- Continued entry of SBI Traffic Stop Reports.

- Routinely reviewed body camera videos.
- Continued escorts for businesses as they close at night.
- Department vehicles serviced with oil changes and tire rotations.

Montgomery County Communications
199 South Liberty St Troy , NC 27371

CFS List By Dept/Date
01/30/2024 - 02/28/2024

MT GILEAD POLICE DEPT							
CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202402348		01/30/2024 12:07:25	01/30/2024 14:14:35	503 N PINE ST, MT GILEAD	LIFELINE	CLEAR-10-24	707
202402385		01/30/2024 18:42:36	01/30/2024 18:47:43	CHIPS 302 JULIUS CHAMBERS AVE, MT GILEAD	CIVIL DISTURBANCE	CLEAR-10-24	704
202402402		01/30/2024 21:24:20	01/30/2024 21:32:55	JULIUS CHAMBERS AVE \ NATIONAL ST	TRAFFIC STOP	CITATION(S) ISSUED	704
202402405		01/30/2024 21:43:13	01/30/2024 21:50:26	WILDERS GROCERY 310 N MAIN ST, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	704
202402406		01/30/2024 22:00:29	01/30/2024 22:26:22	120 WILLIAMS ST, MT GILEAD	DOMESTIC	PATIENT REFUSED	704
202402408		01/30/2024 23:06:15	01/30/2024 23:23:47	STATION 2 106 E ALLENTON ST, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	704
202402413		01/30/2024 23:58:04	01/31/2024 00:30:47	120 WILLIAMS ST, MT GILEAD	DOMESTIC	CLEAR-10-24	704
202402442		01/31/2024 12:20:32	01/31/2024 12:20:37	BURGER SHACK 100 S WADESBORO BLVD, MT GILEAD	ASSIST MOTORIST	CLEAR-10-24	705
202402483		01/31/2024 21:08:11	01/31/2024 21:11:51	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	708
202402485	01-24-022	01/31/2024 21:16:49	01/31/2024 21:37:55	125 WASHINGTON PARK RD, MT GILEAD	COMMUNICATING THREATS	REPORT TAKEN	708
202402488		01/31/2024 22:24:16	01/31/2024 22:24:21	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	ESCORT	CLEAR-10-24	708
202402516		02/01/2024 10:35:00	02/01/2024 11:10:23	DOLLAR GENERAL MT GILEAD 176 LARCENY S WADESBORO BLVD, MT GILEAD		CLEAR-10-24	705
202402523		02/01/2024 12:11:55	02/01/2024 12:25:58	503 N PINE ST, MT GILEAD	LIFELINE	CANCELED-10-22	702,705,724
202402528		02/01/2024 13:38:40	02/01/2024 13:59:17	EDWARDS FUNERAL HOME 200 W ALLENTON ST, MT GILEAD	ESCORT	CLEAR-10-24	702,705
202402535	02-24-024	02/01/2024 15:16:48	02/01/2024 17:46:37	PLEASANT VALLEY RD \ N MAIN ST	SUSPICIOUS PERSON/VEH/ACTIVITY	REPORT TAKEN	702,724
202402545	02-24-023	02/01/2024 16:32:00	02/01/2024 16:40:20	195 ROCK DR, MT GILEAD	PROPERTY (Found-Lost-Seized-Recoverd)	CLEAR-10-24	702
202402564		02/01/2024 20:31:59	02/01/2024 20:48:55	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	708
202402575		02/02/2024 03:05:50	02/02/2024 04:10:36	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	708

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202402577		02/02/2024 04:23:00	02/02/2024 04:23:05	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	708
202402619		02/02/2024 15:54:41	02/02/2024 16:57:48	122 E INGRAM ST, MT GILEAD	DOMESTIC	CLEAR-10-24	701,707
202402642		02/02/2024 20:17:00	02/02/2024 20:36:18	BURGER SHACK 100 S WADESBORO BLVD, MT GILEAD	CIVIL DISTURBANCE	CLEAR-10-24	704
202402645		02/02/2024 20:59:15	02/02/2024 21:18:22	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	704
202402652		02/02/2024 22:24:54	02/02/2024 23:09:46	770 THOMASVILLE CHURCH RD, MT GILEAD	ASSAULT - SEXUAL ASSAULT	CLEAR-10-24	704
202402656		02/02/2024 23:58:13	02/03/2024 00:03:06	2773 NC HWY 109 S, MT GILEAD	TRAFFIC STOP	CLEAR-10-24	704
202402665		02/03/2024 03:12:59	02/03/2024 03:55:21	THE GILEAD 110 ROOSEVELT AVE, MT GILEAD	PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT	CLEAR-10-24	704
202402685		02/03/2024 11:45:31	02/03/2024 11:46:04	MT GILEAD PD 123 N MAIN ST, MT GILEAD	INFORMATION	MESSAGE DELIVERED	707
202402731		02/03/2024 21:04:34	02/03/2024 21:58:41	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	704
202402738		02/03/2024 22:02:46	02/03/2024 22:10:13	110 CIRCLE DR, MT GILEAD	MUTUAL AID - ASSIST OUTSIDE AGENCY	CLEAR-10-24	704
202402751		02/04/2024 02:06:59	02/04/2024 02:12:13	521 PARKERTOWN RD, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	UNABLE TO LOCATE- CONTACT-AREA CHECKED	704
202402756		02/04/2024 04:37:17	02/04/2024 04:40:25	100 RUSS DR, MT GILEAD	SECURITY CHECK	CLEAR-10-24	704
202402757		02/04/2024 04:40:43	02/04/2024 04:45:34	RIVER WILD 1185 LILLYS BRIDGE RD, MT GILEAD	SECURITY CHECK	CLEAR-10-24	704
202402761		02/04/2024 07:13:28	02/04/2024 07:14:00	MT GILEAD PD 123 N MAIN ST, MT GILEAD	INFORMATION	MESSAGE DELIVERED	707
202402831		02/05/2024 05:45:41	02/05/2024 06:01:08	WESTVIEW APTS 427 W ALLENTON ST 14, MT GILEAD	CITIZEN ASSIST	CLEAR-10-24	704,705
202402897		02/05/2024 18:53:50	02/05/2024 19:01:31	S WADESBORO BLVD \ RANCE LN	TRAFFIC STOP	CLEAR-10-24	708
202402901		02/05/2024 19:55:42	02/05/2024 20:06:48	W ALLENTON ST \ S WADESBORO BLVD	TRAFFIC STOP	CLEAR-10-24	708
202402907		02/05/2024 21:11:39	02/05/2024 21:15:06	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	708
202402911		02/05/2024 22:27:46	02/05/2024 22:27:51	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	ESCORT	CLEAR-10-24	708
202402912		02/05/2024 22:52:23	02/05/2024 22:55:32	ACCU'S OIL SYSTEM 102 N SCHOOL ST, MT GILEAD	ESCORT	CLEAR-10-24	708

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202402934		02/06/2024 08:00:33	02/06/2024 08:20:23	WESTVIEW APTS 427 W ALLENTON ST 9, MT GILEAD	INFORMATION	CLEAR-10-24	705
202402953	02-24-025	02/06/2024 12:18:25	02/06/2024 12:18:37	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	COMMUNICATING THREATS	REPORT TAKEN	703
202402964		02/06/2024 14:37:59	02/06/2024 15:11:10	118 ROCK DR, MT GILEAD	WELFARE CHECK	UNABLE TO LOCATE- CONTACT-AREA CHECKED	702,705
202402984		02/06/2024 18:51:44	02/06/2024 18:53:20	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	TRAFFIC STOP	CLEAR-10-24	702
202402986		02/06/2024 19:17:11	02/06/2024 19:27:29	PRIDE PLUMBING 205 N MAIN ST, MT GILEAD	TRAFFIC STOP	CLEAR-10-24	708
202402992		02/06/2024 20:35:18	02/06/2024 20:41:37	C&R DRUG (COCHRANE-RIDENHOUR) 116 S MAIN ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	BUILDING SECURE	708
202402994		02/06/2024 21:10:39	02/06/2024 21:13:31	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	708
202402998		02/06/2024 23:41:20	02/06/2024 23:43:29	RIVER WILD 1185 LILLYS BRIDGE RD, MT GILEAD	ESCORT	CLEAR-10-24	708
202402999		02/06/2024 23:43:49	02/06/2024 23:47:24	100 RUSS DR, MT GILEAD	SECURITY CHECK	CLEAR-10-24	708
202403015	02-24-026	02/07/2024 10:40:20	02/07/2024 11:37:07	FOOD KING MT GILEAD 112 S MAIN ST, MT GILEAD	LARCENY	CLEAR-10-24	707
202403040		02/07/2024 18:17:33	02/07/2024 19:01:51	515 N MAIN ST, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	704
202403041		02/07/2024 18:23:14	02/07/2024 19:25:12	429 ROXBORO DR, MT GILEAD	ESCORT	CLEAR-10-24	704
202403043		02/07/2024 18:25:54	02/07/2024 18:35:25	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	704
202403055		02/07/2024 20:27:03	02/07/2024 20:33:11	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	CLEAR-10-24	704
202403057		02/07/2024 21:09:37	02/07/2024 21:15:05	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	704
202403063		02/07/2024 22:03:56	02/08/2024 00:14:46	C'S - FOOD CENTER 101 JULIUS CHAMBERS AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	704
202403130	02-24-027	02/08/2024 20:03:53	02/08/2024 20:30:22	205 W HAYWOOD LN, MT GILEAD	CIVIL	CLEAR-10-24	704
202403135		02/08/2024 20:31:15	02/08/2024 20:53:00	141 LEWIS ST, MT GILEAD	ATTEMPT TO LOCATE	CLEAR-10-24	704
202403158		02/09/2024 05:39:54	02/09/2024 05:55:00	305 W HAYWOOD LN, MT GILEAD	WELFARE CHECK	CLEAR-10-24	704
202403166		02/09/2024 09:07:37	02/09/2024 09:10:47	EDWARDS FUNERAL HOME 200 W ALLENTON ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	FALSE ALARM	705
202403181		02/09/2024 11:41:09	02/09/2024 15:19:18	MT GILEAD PD 123 N MAIN ST, MT GILEAD	INFORMATION	CLEAR-10-24	705

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202403212		02/09/2024 18:17:11	02/09/2024 18:26:42	BURGER SHACK 100 S WADESBORO BLVD, MT GILEAD	ASSIST MOTORIST	CLEAR-10-24	708
202403224		02/09/2024 22:18:18	02/09/2024 22:32:22	120 WILLIAMS ST, MT GILEAD	WELFARE CHECK	CLEAR-10-24	702,708
202403253		02/10/2024 08:08:10	02/10/2024 08:26:22	203 N SCHOOL ST, MT GILEAD	DOMESTIC	CLEAR-10-24	705
202403254	02-24-028	02/10/2024 08:26:11	02/10/2024 08:45:23	TOWN HALL-MT GILEAD 110 W ALLENTON ST, MT GILEAD	TRAFFIC ACCIDENTS (PD)	REPORT TAKEN	705
202403259		02/10/2024 11:00:00	02/10/2024 11:32:10	6017 PLEASANT VALLEY RD, MT GILEAD	ESCORT	CLEAR-10-24	705
202403261		02/10/2024 11:57:25	02/10/2024 12:20:18	210 E ALLENTON ST, MT GILEAD	ANIMAL CALL (NOT ATTACKS)	CLEAR-10-24	705
202403300		02/10/2024 20:16:02	02/10/2024 20:25:03	BURGER SHACK 100 S WADESBORO BLVD, MT GILEAD	TRAFFIC STOP	CLEAR-10-24	708
202403301		02/10/2024 20:19:02	02/10/2024 20:34:35	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	TRAFFIC STOP	WRITTEN WARNING	702,708
202403303		02/10/2024 21:11:13	02/10/2024 21:13:51	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	708
202403324		02/11/2024 08:32:14	02/11/2024 09:09:51	531 PARKERTOWN RD, MT GILEAD	DOMESTIC	CLEAR-10-24	705
202403326		02/11/2024 09:26:15	02/11/2024 09:29:05	531 PARKERTOWN RD, MT GILEAD	CIVIL DISTURBANCE	MESSAGE DELIVERED	705
202403345		02/11/2024 13:59:49	02/11/2024 14:45:11	531 PARKERTOWN RD, MT GILEAD	CIVIL	CLEAR-10-24	705
202403358	02-24-029	02/11/2024 18:43:30	02/11/2024 19:44:19	6012 PLEASANT VALLEY RD, MT GILEAD	DOMESTIC	ARREST(s)	708
202403382		02/12/2024 00:01:57	02/12/2024 00:05:42	RIVER WILD 1185 LILLYS BRIDGE RD, MT GILEAD	SECURITY CHECK	CLEAR-10-24	708
202403383		02/12/2024 00:05:57	02/12/2024 00:09:34	100 RUSS DR, MT GILEAD	SECURITY CHECK	CLEAR-10-24	708
202403397		02/12/2024 07:59:48	02/12/2024 08:18:45	MYRTLEWOOD GROUP HOME 175 MYRTLEWOOD DR, MT GILEAD	ASSIST MOTORIST	CLEAR-10-24	707
202403400		02/12/2024 08:20:57	02/12/2024 08:33:32	124 WILLIAMS ST, MT GILEAD	911 HANG UP	CLEAR-10-24	703,707
202403441		02/12/2024 18:23:10	02/12/2024 19:49:20	107 E SECOND AVE, MT GILEAD	WELFARE CHECK	CLEAR-10-24	704
202403451		02/12/2024 20:54:02	02/12/2024 21:14:38	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	704
202403460		02/13/2024 03:35:48	02/13/2024 04:07:32	1240 NC HWY 109 S, MT GILEAD	B-E	UNFOUNDED	704
202403504		02/13/2024 16:56:22	02/13/2024 19:09:59	FIDELITY BANK MT GILEAD 207 N MAIN ST, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	701,707
202403525		02/13/2024 23:24:57	02/13/2024 23:31:47	JULIUS CHAMBERS AVE \ MARSHALL ST	TRAFFIC STOP	CITATION(S) ISSUED	704
202403533		02/14/2024 02:33:47	02/14/2024 03:00:43	6005 PLEASANT VALLEY RD, MT GILEAD	STAB - GUNSHOT - PENETRATING TRAUMA	UNFOUNDED	704

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202403534	02-24-030	02/14/2024 03:06:38	02/14/2024 06:14:48	2396 CAROLINA AVE, MT GILEAD	FOLLOWUP INVESTIGATION	CLEAR-10-24	704
202403536		02/14/2024 05:27:14	02/14/2024 05:35:31	MT GILEAD PD 123 N MAIN ST, MT GILEAD	INFORMATION	MESSAGE DELIVERED	704
202403569	02-24-031	02/14/2024 15:02:11	02/14/2024 17:59:07	522 N MAIN ST, MT GILEAD	SHOTS FIRED	ARREST(s)	701,702,705
202403593	02-24-032	02/14/2024 19:58:31	02/14/2024 21:05:56	203 N SCHOOL ST, MT GILEAD	PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT	ARREST(s)	708
202403607		02/15/2024 01:01:39	02/15/2024 01:27:13	MT GILEAD PD 123 N MAIN ST, MT GILEAD	CITIZEN ASSIST	CLEAR-10-24	708
202403613		02/15/2024 03:36:17	02/15/2024 04:07:56	911 COMMUNICATIONS 199 S LIBERTY ST, TROY	TRESPASSING	CLEAR-10-24	708
202403615		02/15/2024 04:52:14	02/15/2024 07:13:30	4946 NC HWY 109 S, MT GILEAD	WELFARE CHECK	ARREST(s)	708
202403652		02/15/2024 14:53:37	02/15/2024 15:06:46	NC HWY 73 W \ CC CAMP RD	TRAFFIC STOP	CITATION(S) ISSUED	724
202403659		02/15/2024 15:49:00	02/15/2024 15:52:07	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	724
202403673		02/15/2024 18:09:59	02/15/2024 18:39:55	210 E ALLENTON ST, MT GILEAD	ANIMAL CALL (NOT ATTACKS)	CLEAR-10-24	708
202403694		02/15/2024 23:23:37	02/15/2024 23:28:45	311 S CEDAR ST, MT GILEAD	NOISE VIOLATION	UNABLE TO LOCATE- CONTACT-AREA CHECKED	708
202403708	02-24-033	02/16/2024 07:03:02	02/16/2024 07:50:19	465 NORTHVIEW RD, MT GILEAD	VEHICLE FIRE	CLEAR-10-24	707
202403736		02/16/2024 12:51:12	02/16/2024 13:09:26	MCRAE WOODTREATMENT 105 NATIONAL ST, MT GILEAD	ESCORT	CLEAR-10-24	707
202403757		02/16/2024 16:50:02	02/16/2024 17:47:05	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	SPECIAL ASSIGNMENT	CLEAR-10-24	701
202403775		02/16/2024 21:03:14	02/16/2024 21:13:39	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	704
202403786		02/17/2024 00:19:21	02/17/2024 00:29:50	3110 PLEASANT VALLEY RD, MT GILEAD	FIGHT	CLEAR-10-24	704
202403799		02/17/2024 07:59:44	02/17/2024 08:10:28	500 S WADESBORO BLVD, MT GILEAD	INFORMATION	CLEAR-10-24	707
202403801		02/17/2024 08:36:14	02/17/2024 08:49:46	FOOD KING MT GILEAD 112 S MAIN ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	CLEAR-10-24	707
202403869		02/17/2024 22:01:37	02/17/2024 22:07:56	WESTVIEW APTS 427 W ALLENTON ST 18, MT GILEAD	CITIZEN ASSIST	CLEAR-10-24	708
202403878		02/17/2024 23:46:38	02/17/2024 23:50:04	N MAIN ST \ DEPOT ST	TRAFFIC STOP	CLEAR-10-24	708
202403883		02/18/2024 04:23:11	02/18/2024 04:38:30	N MAIN ST \ PLEASANT VALLEY RD	TRAFFIC STOP	CLEAR-10-24	708

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202403889		02/18/2024 06:29:06	02/18/2024 06:40:52	5469 NC HWY 73 W, MT GILEAD	TRAFFIC ACCIDENTS (PD)	TRANS TO OTHER COUNTY-AGENCY-SHP	707
202403922		02/18/2024 19:05:44	02/18/2024 19:11:20	WILDERS GROCERY 310 N MAIN ST, MT GILEAD	TRAFFIC STOP	WRITTEN WARNING	702
202403950		02/19/2024 09:03:48	02/19/2024 09:27:19	MCRAE WOODTREATMENT 105 NATIONAL ST, MT GILEAD	ESCORT	CLEAR-10-24	705
202403976		02/19/2024 16:04:16	02/19/2024 16:13:46	164 WASHINGTON PARK RD, MT GILEAD	911 HANG UP	CLEAR-10-24	705
202403991		02/19/2024 18:12:32	02/19/2024 19:54:00	THE GILEAD 110 ROOSEVELT AVE, MT GILEAD	CIVIL DISTURBANCE	CLEAR-10-24	705
202404042		02/20/2024 11:57:51	02/20/2024 12:34:19	PARKERTOWN RD, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	705
202404044		02/20/2024 12:34:38	02/20/2024 12:42:25	N MAIN ST \ NORTHVIEW RD	TRAFFIC STOP	CITATION(S) ISSUED	705
202404046	02-24-034	02/20/2024 12:47:52	02/20/2024 12:48:04	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	ASSAULT - SEXUAL ASSAULT	REPORT TAKEN	703
202404094		02/20/2024 20:50:25	02/20/2024 21:04:41	TRUIST 200 N MAIN ST, MT GILEAD	TRAFFIC STOP	CLEAR-10-24	702,708
202404098		02/20/2024 21:27:11	02/20/2024 21:29:10	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	708
202404123		02/21/2024 08:51:03	02/21/2024 09:32:46	609 JULIUS CHAMBERS AVE, MT GILEAD	COMMUNICATING THREATS	CLEAR-10-24	701,707
202404131		02/21/2024 11:58:52	02/21/2024 13:21:09	609 JULIUS CHAMBERS AVE, MT GILEAD	DOMESTIC	CLEAR-10-24	707
202404145		02/21/2024 15:02:03	02/21/2024 16:17:10	422 S WADESBORO BLVD, MT GILEAD	SERVE PAPER	CLEAR-10-24	703,707
202404153		02/21/2024 16:47:03	02/21/2024 17:07:53	BASE 2 206 W ALLENTON ST, MT GILEAD	DAMAGE TO PROPERTY	CLEAR-10-24	707
202404236		02/22/2024 19:06:45	02/22/2024 19:06:53	NATIONAL ST \ JULIUS CHAMBERS AVE	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24	704
202404247		02/22/2024 21:02:45	02/22/2024 21:13:26	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	704
202404314		02/23/2024 13:54:40	02/23/2024 14:02:35	524 PARKERTOWN RD, MT GILEAD	911 HANG UP	CLEAR-10-24	705
202404319		02/23/2024 15:00:43	02/23/2024 15:02:16	WESTVIEW APTS 427 W ALLENTON ST, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	702
202404320		02/23/2024 15:08:44	02/23/2024 15:11:11	WESTVIEW APTS 427 W ALLENTON ST, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	702
202404324		02/23/2024 15:58:57	02/23/2024 16:01:32	N MAIN ST \ E SECOND ST	TRAFFIC STOP	CITATION(S) ISSUED	702
202404340		02/23/2024 18:39:05	02/23/2024 18:45:59	DAISY HOME HEALTH CARE 118 S MAIN ST, MT GILEAD	ASSIST MOTORIST	CLEAR-10-24	708

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202404347		02/23/2024 19:41:21	02/23/2024 19:58:20	208 W INGRAM ST, MT GILEAD	WELFARE CHECK	CLEAR-10-24	702,708
202404354		02/23/2024 20:36:42	02/23/2024 22:17:52	603 JULIUS CHAMBERS AVE, MT GILEAD	UNCONSCIOUS - FAINTING (NEAR)	CLEAR-10-24	702,708
202404357		02/23/2024 21:10:58	02/23/2024 21:12:34	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	702
202404361		02/23/2024 22:18:08	02/23/2024 22:18:13	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	ESCORT	CLEAR-10-24	708
202404390		02/24/2024 12:16:05	02/24/2024 12:21:22	PARK-MT GILEAD-STANBACK PARK-POOL 205 E ALLENTON ST, MT GILEAD	INFORMATION	MESSAGE DELIVERED	705
202404425		02/24/2024 20:36:15	02/24/2024 20:45:23	JAMES RIVER EQUIPMENT 305 N MAIN ST, MT GILEAD	TRAFFIC STOP	CLEAR-10-24	708
202404429		02/24/2024 21:13:51	02/24/2024 21:16:45	ABC MT GILEAD 202 JULIUS CHAMBERS AVE, MT GILEAD	ESCORT	CLEAR-10-24	708
202404477		02/25/2024 15:39:28	02/25/2024 15:47:02	526 PARKERTOWN RD, MT GILEAD	FIGHT	CLEAR-10-24	702,705
202404487		02/25/2024 17:18:38	02/25/2024 17:23:01	400 W ALLENTON ST, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	702
202404497		02/25/2024 19:14:28	02/25/2024 19:24:51	TOWN HALL-MT GILEAD 110 W ALLENTON ST, MT GILEAD	TRAFFIC STOP	CITATION(S) ISSUED	702
202404502		02/25/2024 21:10:16	02/25/2024 21:20:41	W ALLENTON ST \ CIRCLE DR	TRAFFIC STOP	CITATION(S) ISSUED	702
202404506		02/25/2024 22:27:20	02/25/2024 22:33:17	PLEASANT VALLEY RD \ CAROLINA AVE	TRAFFIC STOP	CLEAR-10-24	702,708
202404507		02/25/2024 22:58:15	02/25/2024 23:07:34	W ALLENTON ST \ S WADESBORO BLVD	TRAFFIC STOP	CLEAR-10-24	708
202404519		02/26/2024 09:32:50	02/26/2024 17:49:37	4295 NC HWY 731 W, MT GILEAD	TRANSPORTATION PI	CLEAR-10-24	701,707
202404533		02/26/2024 12:08:06	02/26/2024 12:08:53	MT GILEAD PD 123 N MAIN ST, MT GILEAD	INFORMATION	MESSAGE DELIVERED	707
202404535		02/26/2024 12:42:20	02/26/2024 13:36:00	422 S WADESBORO BLVD, MT GILEAD	ESCORT	CLEAR-10-24	701,707
202404541		02/26/2024 13:40:03	02/26/2024 14:52:02	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	SPECIAL ASSIGNMENT	CLEAR-10-24	701
202404559		02/26/2024 20:40:16	02/26/2024 21:25:39	205 W HAYWOOD LN, MT GILEAD	PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT	CLEAR-10-24	704
202404563		02/26/2024 22:17:35	02/26/2024 22:17:42	DOLLAR GENERAL MT GILEAD 176 S WADESBORO BLVD, MT GILEAD	ESCORT	CLEAR-10-24	704
202404579	02-24-035	02/27/2024 07:04:34	02/27/2024 07:04:58	422 S WADESBORO BLVD, MT GILEAD	ASSAULT - SEXUAL ASSAULT	REPORT TAKEN	703
202404585		02/27/2024 09:06:36	02/27/2024 09:39:59	WEST MIDDLE SCHOOL 129 NC HWY 109 S, MT GILEAD	FOLLOWUP INVESTIGATION	CLEAR-10-24	703

MT GILEAD POLICE DEPT

CFS #	Primary OCA	Call When	Close When	Location	CallType	CFS Disposition	Units
202404611		02/27/2024 15:33:45	02/27/2024 16:37:01	322 E ALLENTON ST, MT GILEAD	ARMED PERSON	CLEAR-10-24	701,707
202404613		02/27/2024 16:40:44	02/27/2024 17:17:35	422 S WADESBORO BLVD, MT GILEAD	FOLLOWUP INVESTIGATION	CLEAR-10-24	701,707
202404628		02/27/2024 19:46:33	02/27/2024 21:08:50	THE GILEAD 110 ROOSEVELT AVE, MT GILEAD	WELFARE CHECK	CLEAR-10-24	704
202404636		02/27/2024 20:23:57	02/27/2024 22:06:16	WEST MIDDLE SCHOOL 129 NC HWY 109 S, MT GILEAD	TRANSPORTATION PI	CLEAR-10-24	704
202404646		02/27/2024 22:10:06	02/27/2024 22:36:26	DOLLAR GENERAL MT GILEAD 176 ESCORT S WADESBORO BLVD, MT GILEAD		CLEAR-10-24	704
202404649		02/28/2024 01:02:32	02/28/2024 01:32:52	283 NORTHVIEW RD, MT GILEAD	WANTED PERSON	NO ACTION NEEDED-TAKEN	704
202404675		02/28/2024 11:51:57	02/28/2024 11:59:15	607 JULIUS CHAMBERS AVE, MT GILEAD	ASSIST MOTORIST	CLEAR-10-24	702

Dept Total: 152

Report Total: 152

Activity Detail Summary (by Category)

Mount Gilead Police Department

(01/30/2024 - 02/28/2024)

Incident\Investigations

1390 - Assault on a Child Under 12	1
2322 - Misdemeanor Larceny	2
4440 - Expired/No Inspection	1
4540 - Poss Open Cnt/Cons Alc Psg Area	1
4722 - Fict/Alt Title/ Reg Card/Tag	1
4725 - DWLR Not Impaired Rev	1
5221 - Go Armed To Terror of People	1
5224 - Possession of Firearm by Felon	1
5328 - Communicating Threats	1
5405 - Driving While Impaired	1
5461 - Expired Registration Card/Tag	1
5489 - No Liability Insurance	1
5491 - Drive/Allow MV No Registration	1
8543 - Discharge Firearm in City	1
90Z - All Other Offenses	4
CFS - Calls for Service	1
OFA - Order for Arrest	2
Total Offenses	22

Activity Detail Summary (by Category)

**Mount Gilead Police Department
(01/30/2024 - 02/28/2024)**

Total Incidents 13

Arrests

2318 - Aid & Abet Larceny(M)	1
3470 - Possess Marijuana >1/2 to 1 1/2 oz	2
3544 - PWISD Marijuana	1
4440 - Expired/No Inspection	1
4540 - Poss Open Cnt/Cons Alc Psg Area	1
4722 - Fict/Alt Title/ Reg Card/Tag	1
4725 - DWLR Not Impaired Rev	1
5221 - Go Armed To Terror of People	1
5224 - Possession of Firearm by Felon	1
5240 - Carrying Concealed Gun	1

Arrests

5405 - Driving While Impaired	1
5461 - Expired Registration Card/Tag	1
5489 - No Liability Insurance	1
5491 - Drive/Allow MV No Registration	1
8543 - Discharge Firearm in City	1
90Z - All Other Offenses	1
OFA - Order for Arrest	9

Total Charges 26

Activity Detail Summary (by Category)

Mount Gilead Police Department

(01/30/2024 - 02/28/2024)

Total Arrests 9

Accidents

Total Accidents 1

Citations

Driving While License Revoked 5

Expired Registration 3

No Operator License 1

Other (Infraction) 3

Speeding (Infraction) 4

Secondary Charge 6

Total Charges 22

Total Citations 16

Warning Tickets

Total Charges 16

Total Warning Tickets 13

Incident Offenses/Victims/Status By Reporting Officer

Mount Gilead Police Department

All Case Statuses - (01/30/2024 - 02/28/2024)

2246 - Assistant Chief Austen B. Morton

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2402-0023	2322 - Misdemeanor Larceny	Pennington, Sherri Furr	Closed by Arrest	Not Applicable	02/01/2024

Officer Total Incidents: 1

2647 - Lieutenant Jacob Shuping

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2402-0027	90Z - Missing Persons	Watkins, A'javia	Located (Missing Persons and Runaways only)		02/08/2024
2402-0030	90Z - Gun Shot Victim	Bennett, Travis	Closed by Other Means		02/14/2024

Officer Total Incidents: 2

2774 - Patrol Officer Eric S. Williamson

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2402-0026	2322 - Misdemeanor Larceny	Food King	Active		02/07/2024
2402-0033	CFS - Calls for Service		Closed by Other Means	Not Applicable	02/16/2024

Officer Total Incidents: 2

4531 - Sergeant Hunter T. Stone

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2402-0031	5224 - Possession of Firearm by Felon 5221 - Go Armed To Terror of People 8543 - Discharge Firearm in City	State of North Carolina	Closed by Arrest	Not Applicable	02/14/2024

Officer Total Incidents: 1

Incident Offenses/Victims/Status By Reporting Officer

Mount Gilead Police Department

All Case Statuses - (01/30/2024 - 02/28/2024)

6280 - Patrol Officer Bobby A. Hall

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2401-0022	5328 - Communicating Threats	Leonard, Elizabeth Renee	Closed by Other Means	Not Applicable	01/31/2024
2402-0029	OFA - Order for Arrest	State of NC	Closed by Arrest	Not Applicable	02/11/2024
2402-0032	OFA - Order for Arrest	State of NC	Closed by Arrest	Not Applicable	02/14/2024

Officer Total Incidents: 3

7513 - Reserve Officer Corey Hurley

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2402-0024	5405 - Driving While Impaired 4725 - DWLR Not Impaired Rev 4722 - Fict/Alt Title/ Reg Card/Tag 5461 - Expired Registration Card/Tag 5491 - Drive/Allow MV No Registration 5489 - No Liability Insurance 4440 - Expired/No Inspection 4540 - Poss Open Cnt/Cons Alc Psg Area	State of North Carolina	Closed by Arrest	Not Applicable	02/01/2024

Officer Total Incidents: 1

8523 - Sergeant Adam W. Lucas

Incident Number:	Offense:	Victim:	Case Status:	Exceptional Clearance:	Inc. Date:
2402-0025	90Z - Communicating threats	Lucas, A.W.	Closed by Exception	Juvenile/No Custody	02/06/2024
2402-0034	1390 - Assault on a Child Under 12	Brown, Chamillieon Brown, Zariah London Brown, Easton Brown, Mavis Brown, Zerian Deon	Active		02/20/2024
2402-0035	90Z - Sexual Assault	Brown, Zariah London	Active		02/26/2024

Date: 02/28/2024 -- Time: 12:42

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Incident Offenses/Victims/Status By Reporting Officer

Mount Gilead Police Department

All Case Statuses - (01/30/2024 - 02/28/2024)

8523 - Sergeant Adam W. Lucas

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

Total Incidents: 13



Mount Gilead Fire Department

February: Summary of Calls

Fire - 21

Squad - 14

Total - 35

Town - 13

District - 17

County - 4

Out of County - 1

Total - 35



- Military truck (B-220) has a tag and insurance, we are closer now to getting it operational.
- State OSFM Grant was submitted on time, will know if accepted in May.

Thank You for Your Continued Support!

Chief - *Keith Byrd*



TOWN OF MOUNT GILEAD

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

MEMORANDUM

DATE: March 1, 2024
TO: Mayor & Board of Commissioners
FROM: Dylan Haman, Town Manager
RE: Manager's Report

1. The Town Auditor will be presenting the 22-23 audit on Tuesday, March 5, 2024. You will receive a copy of the audit with your agenda packet. Town staff has addressed and is addressing the finding in the yearly audit. This fiscal year, under the guidance of the Town Board, the Town has Addressed the following findings:
 - a. Resolved Deficit Fund Balances by receiving reimbursements over \$100,000 in Grant Reimbursements.
 - b. Corrected multiple project ordinances which did not balance (the board approved corrected project ordinances on July 31, 2023. The original ordinances were passed on October 4, 2022).
 - c. Submitted timely semiannual reports in accordance with NC General Statute 159-33. These reports were submitted late in 2022, but have been made timely in June 2023 and December 2023.
 - d. Daily Deposits have been made timely in accordance with NC General Statute 159-32. There was one instance in the previous fiscal year where this did not occur.
 - e. Improved budget maintenance by updating budgets in FMS.
 - f. Collected nearly \$400,000 in Federal Payroll taxes which were sent to the wrong accounts for over two years, and paid the Internal Revenue Services all monies owed by the Town of Mount Gilead.
 - g. All retirement submissions have been submitted timely in the 23-24 fiscal year.
 - h. All 401k submissions have been submitted timely in the 23-24 fiscal year.
 - i. All 941 returns have been submitted timely in the 23-24 fiscal year.
 - j. Our new Finance Officer, Lee Ann Haithcock, has completed an internal audit of Payroll withholding accounts and has updated each employees withholding to ensure the proper amount is withheld. This will save the Town money moving forward.

Staff is still working on resolving the following issues:

- a. General Ledger Maintenance. This will take time to fully correct. We have addressed the Certificate of Deposit which was improperly coded, and this issue will not occur again.
- b. Operating Loss in the Water/Sewer Fund: The only way to address the operating loss in the water/sewer fund is to raise rates. Staff has

commissioned a rate study with North Carolina Rural Water, which we will discuss during the budget retreat this year.

- c. Sewer Accounts Billed and Collected by Montgomery County: While reporting on this has improved, it is still unclear why the collection rate for Sewer Accounts Billed by Montgomery County is so low, and why some accounts have such high balances. Staff continues to ask questions regarding the monthly reports which are submitted by the County.

I also want to point out that Mount Gilead's Fund Balance Ratio is lower than last year, and its Water/Sewer quick ratio is lower than last year.

2. The First Budget work session is scheduled for March 9, 2024 from 10am-2pm at the Fire Department. We will be discussing high level ideas, which staff will utilize to build a budget for the 24-25 fiscal year.
3. We have received a contract from Withers Ravenel for the Lilly's Bridge Road Force Main Improvement Project. Staff is reviewing the contract and will provide updates to Withers Ravenel. The Contract should be ready to sign by the time the Town Receives a Letter of intent to Fund.
4. The Town has received a Letter of Intent to Fund the Stanback Park Drainage Improvement Project. I have asked LKC to attend our April Meeting to provide updates to the Board regarding their status on the project.
5. Staff has applied for the Streamflow rehabilitation assistance program which would provide funding to clear vegetation in Hammer Creek. This would open up the flow at the creek and pairs well with the Stanback Park Drainage improvement project to reduce flood risk at lift station 1.
6. Staff has also applied for the Multimodal planning grant. If received, the grant will provide \$50,000 to design a streetscaping plan downtown.
7. The Town has received 4 applications for the Parks and Recreation Committee.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
February 29, 2024

507 S Wadesboro Blvd	MH/OL	OPEN
200 S Main St	MH	OPEN
500 W Allenton St	MH	OPEN
300 Washington Park Rd	MH	OPEN
405 Julius Chambers Ave	MH	OPEN
295 Northview Rd	MH	OPEN
PID 750309076133 Julius Chambers Ave	MH	OPEN
PID 750313234381 E Haywood St	MH	OPEN
202 E Allenton St	JV	OPEN
110 E Ingram St	MH/JV	OPEN
101 Sunrise Ave	JP/OS	OPEN
PID 750309055937 Sunrise Ave	MH	OPEN
201 Sunrise Ave	JP	OPEN
522 Parkertown Rd	MH	OPEN
PID 750313147533 E Allenton St	JV	OPEN



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Mt. Gilead

Updated
February 29, 2024

MONTHLY HIGHLIGHTS

- 0 Cases have been ABATED.
- 2 New cases opened
- Most case in the report are Minimal Housing right now and we are doing our best to get them taken care of. Waiting for new budget to be able to demo a few asap.
- 202 E Allenton St and PID 750313147533 are the same owner and he has 28 junk vehicles between the 2 properties. I having a hearing on 3/01/24. If he does not comply we will. Follow the next steps immediately and then have the vehicles removed.
- PID 7503 09 05 5937 - I have spoken with the property owner who has fixed part of the issue. He is waiting on the contractor to fix the rest of the property.
- 300 Washington St, 405 Julius Chambers Ave, 295 Northview Rd, PID 750309076133 all have been issued FOF (Finding of Facts)



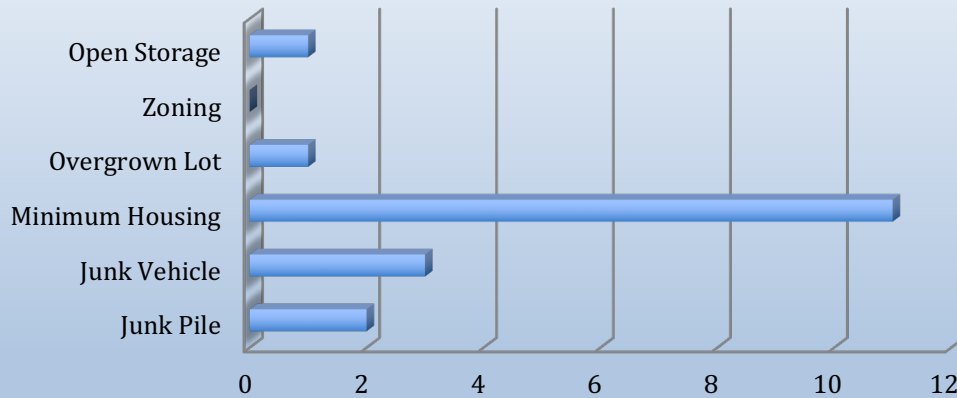
PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

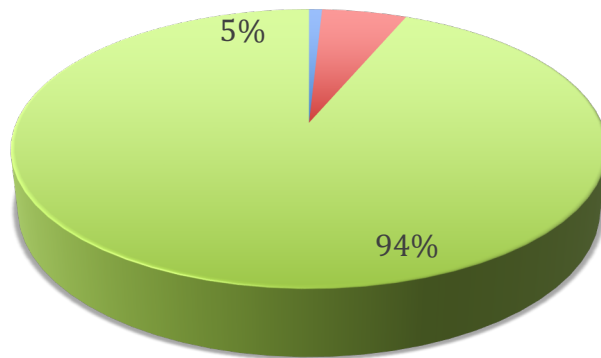
Monthly Report
Town of Mt. Gilead

Updated
February 29, 2024

Violations by the Numbers



	Junk Pile	Junk Vehicle	Minimum Housing	Overgrown Lot	Zoning	Open Storage
Violations by the Numbers	2	3	11	1	0	1



Total Cases - 236

Abated - 221

Unfounded - 0

Open In Progress - 13

New/No Progress - 2

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



Department Monthly Report Wastewater Treatment Plant Donna Mills, ORC

February 2024 Report

- Required testing and sample analysis, complete.
- Annual Flow Meter Calibrations, complete
- Classifier wiring replaced due to a faulty splice.
- Influent pumps 3 & 4 to be replaced.

Budget vs Actual (Summary)

Town of Mount Gilead
2/29/2024 4:26:51 PM

Period Ending 6/30/2024

10 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Expenses								
ADMINISTRATION	494,304	0.00	0.00	0.00	412,626.90	81,677.10	83%	
STREETS AND GROUNDS	157,800	(2,398.67)	0.00	0.00	69,674.37	90,524.30	43%	
PLANNING & ZONING	27,250	0.00	0.00	0.00	20,727.13	6,522.87	76%	
SOLID WASTE	97,400	0.00	0.00	0.00	62,482.84	34,917.16	64%	
PARKS AND RECREATION	110,193	1,418.33	0.00	0.00	55,639.94	53,134.73	52%	
POLICE DEPARTMENT	749,803	(219.36)	0.00	0.00	460,471.68	289,550.68	61%	
FIRE DEPARTMENT	171,200	(60.28)	0.00	0.00	82,658.53	88,601.75	48%	
REDEVELOPMENT CORP.	10,250	0.00	0.00	0.00	3,735.17	6,514.83	36%	
FITNESS CENTER	0	0.00	0.00	0.00	0.00	0.00		
POWELL BILL	50,000	0.00	0.00	0.00	42,755.00	7,245.00	86%	
HIGHLAND COMM. CT.GRANT	0	0.00	0.00	0.00	0.00	0.00		
CEMETERY	5,000	0.00	0.00	0.00	4,323.26	676.74	86%	
GOVERNING BODY	51,527	0.00	0.00	0.00	39,931.81	11,595.19	77%	
LIBRARY	10,400	0.00	0.00	0.00	7,020.46	3,379.54	68%	
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00		
	0	0.00	0.00	0.00	0.00	0.00		
Expenses Totals:	1,935,127	(1,259.98)	0.00	0.00	1,262,047.09	674,339.89	65%	
10 GENERAL FUND	Revenues Over/(Under) Expenses:		0.00	0.00	1,262,047.09			
20 ENTERPRISE FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Expenses								
ADMINISTRATION	497,765	3,156.40	0.00	0.00	373,713.04	120,895.56	76%	
WATER OPERATIONS	330,981	(1,761.23)	0.00	0.00	196,671.73	136,070.50	59%	
WASTE WATER COLLECTION	377,321	9,089.40	0.00	0.00	166,830.25	201,401.35	47%	
WASTE WATER PLANT	358,220	3,689.88	0.00	0.00	136,455.84	218,074.28	39%	
SOLID WASTE	0	0.00	0.00	0.00	0.00	0.00		

Budget vs Actual (Summary)

Town of Mount Gilead
2/29/2024 4:26:51 PM

Period Ending 6/30/2024

20 ENTERPRISE FUND									
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent		
GOVERNING BODY	0	0.00	0.00	0.00	0.00	0.00	0.00		
LIBRARY	0	0.00	0.00	0.00	0.00	0.00	0.00		
	14,000	0.00	0.00	0.00	14,000.00	0.00	100%		
DEBT SERVICE	240,975	0.00	0.00	0.00	19,463.68	221,511.32	8%		
	0	0.00	0.00	0.00	0.00	0.00			
Expenses Totals:	1,819,262	14,174.45	0.00	0.00	907,134.54	897,953.01	51%		
20 ENTERPRISE FUND	Revenues Over/(Under) Expenses:		0.00	0.00	1,262,047.09				