



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

**110 West Allenton Street, Mount Gilead, North Carolina, 27306
September 3, 2024**

The Mount Gilead Board of Commissioners will meet on Thursday, September 3, 2024, at 7:00 p.m. at the Highland Community Center, 131 Hoffman Rd, Mt Gilead, NC, for the regular monthly business meeting.

- ITEM I. CALL TO ORDER (Mayor Morley)**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
- ITEM II. CONSENT AGENDA (Action)**
A. Adoption of the Agenda
B. Adoption of August 1, 2024 meeting minutes
C. Staff Reports
D. Certification of Leave Time in Preparation for GASB 101 Implementation
E. Lilly’s Bridge Grant Updated Acceptance Resolution
F. Lilly’s Bridge Force Main Improvements Project Ordinance Amendment
G. Operating Budget Amendment 1 – Grant Match Amendment
- ITEM III. PUBLIC COMMENT (Town Manager Dylan Haman)**
Reading of the Rules for Public Comment
- ITEM IV. CDBG-I PUBLIC HEARING**
- ITEM V. Presentation From Local Merchants (Afton and Marissa Knight)**
A. Antique Mall
B. Speckled Paw Coffee
- ITEM VI. OLD BUSINESS (Action)**
A. Street Mural Near Community Garden
B. IT Support Quotes
- ITEM VII. NEW BUSINESS**
A. Christmas Bonus Longevity Adjustments (Action)
B. Requested Easement – Industry Avenue (Discussion)
C. StRAP Grant Project Ordinance and Agreements (Action)
D. Pocket Park Project Ordinance (Action)
E. Planting Strip Maintenance (Action)
F. Waste Water Treatment Plant Backup ORC Position (Action)
G. Financial Status of Grant Projects (Discussion)
H. CDBGI Application Resolution (Action)
- ITEM VIII. COMMITTEE REPORTS (Mary Poplin)**
A. Community Garden
- ITEM IX. MANAGER REPORT (Information)**
- ITEM X. MAYOR AND COMMISSIONERS REPORT (Information)**
- ITEM XI. ADJOURNMENT (Action)**



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: Consent Agenda
Submitted By: Dylan Haman	Department: Administration
Attachments: Adoption of the Agenda, August 1 Meeting Minutes, Staff Reports, Employee Leave Report, Resolution by Governing Body of Sub-Recipient, Grant Project Ordinance Amendment, Resolution by the Board of Commissioners of the Town of Mount Gilead	

Topic: Consent Agenda

Staff Summary:

1. Adoption of the Agenda
2. July 2, 2024 Meeting Minutes
3. Staff Reports
4. Certify Leave time per FMS data is preparation for GASB 101 Implementation
5. Lilly's Bridge Grant Updated Acceptance Resolution
6. Lilly's Bridge Force Main Improvements Project Ordinance Amendment
7. DEQ DWI Funding Application Resolution

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

Staff Recommendation: Staff recommends approving the Consent Agenda.

Examples of Motions:

Approve: I make a motion to approve the proposed Consent Agenda

Deny: I make a motion to deny the proposed Consent Agenda

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

Move and Item to new Business: I make a motion to move item ___ to new business.



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

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

The Mount Gilead Board of Commissioners met on Tuesday, July 2, 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(Zoom), Commissioner Paula Covington, Commissioner Vera Richardson, Commissioner Mary Lucas, Town Manager Dylan Haman, Public Works 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. CONSENT AGENDA

- A. Adoption of the Agenda
- B. Adoption of June 4, 2024 meeting minutes
- C. Staff Reports
- D. Powell Bill Update McGill

-Mayor Morley asked for a motion to adopt the consent agenda with an amendment to discuss CDBG-I funding during new business, Commissioner Richardson made the motion to amend the consent agenda to discuss CDBG-I funding during new business, Commissioner Covington seconded the motion. The motion carried. (3-0)

ITEM III. PUBLIC COMMENT

*Bruce Genth-205 W. Scarboro St.-Came before the Board to ask a question about the new road that will be install over by Dollar General.

ITEM IV. MONTGOMERY COUNTY PUBLIC UTILITIES

(Mike Criscoe)

*Mike Criscoe came before the Board to give in-depth details about the drinking water report. Mike Criscoe explained the report, there was only one violation on the report, and that violation was due to one-time simple that he did not submit. Mike Criscoe went on to explain how the town had met each criteria in the report, and that the town water is always has the best test results. The missed simple was his mistake, and at no time was the water ever compromised.

ITEM V. SPECIAL ANNOUNCEMENT BY TOWN MANAGER DYLAN HAMAN

*Town Manager Dylan Haman presented Public Works Director Daniel Medley, and Public Works Department with a plaque for the amazing work completing the repairs quickly on the water main break on W. Ingram St.

ITEM VI. OLD BUSINESS

A. Competitive Pay Resolution

*Town Manager Dylan Haman went over the competitive pay resolution again with the updates he has added to the plan. Mayor Morley asked for a motion to approve the Competitive Pay Resolution. Commissioner Covington made a motion to approve the Competitive Pay Resolution, Commissioner Richardson seconded the motion. The motion carried. (3-0)

ITEM VII. NEW BUSINESS

- A. Rural Downtown Economic Development Grant
- B. StRAP Grant Award
- C. House Bill 909
- D. How does our Emergency Notification System Work?

**Town Manager Dylan Haman gave updates on the items A-D listed above to the Board.

E. CDBG-I Funding

*Town Manager Dylan Haman also discussed the CDBG-I agreement to get direction from the Board on how to handle the funding moving forward. Mayor Morley asked for a motion to approve the CDBG-I agreement. Commissioner Lucas made the motion to approve the CDBG-I agreement, Commissioner Richardson seconded the motion. The motion carried. (3-0)

ITEM VIII. COMMITTEE REPORTS

A. Community Garden

*Mary Poplin came before the Board and stated that they have been busy with the moon tree maintenance, weeding and planting a ton of basil rescued from downtown. A big shout-out to Patricia Rose for donating solar lights to the garden. Mary Poplin promoted the Community Garden merchandise.

ITEM IX. MANAGER REPORT

*Town Manager Dylan Haman stated that a lot of his report already been discussed, but he would like to point out a picture of the water main break on W. Ingram St.

*Town Manager Dylan Haman also shared about his recent trip to the North Carolina City and County Managers Association Summer Seminar. The session Town Manager Dylan Haman attended are social media and the first amendment, water sewer and stormwater, and community-led affordable housing development. Town Manager Dylan Haman thanked the Board for allowing him to attend those important and educational conferences.

*Town Manager Dylan Haman informed the Board that installation has happened to 6 of the 12 Verizon fleet management devices.

ITEM X. MAYOR AND COMMISSIONERS REPORT

*Mayor Morley shared that he attended the most recent session of the rural community capacity program, and he learned a lot about tourism and bringing tourism dollars as well as continuing education on business incubator ideas.

*Commissioner Covington inquired about changing the date of the August 2024 meeting, due to a conflict with National Night Out. Town Manager Dylan Haman will send out an email with dates for the Board to choose a different date. Commissioner Covington thanked everyone who attended the events held by different organizations for the month of July 2024.

ITEM XI. ADJOURNMENT

*Mayor Morley asked for a motion to adjourn. Commissioner Richardson made the motion to adjourn the meeting, Commissioner Covington seconded the motion. The motion carried. (3-0)

Sheldon Poplin, Mayor

Lessie D. Jackson, Town Clerk



TOWN OF MOUNT GILEAD DEPARTMENT REPORTS

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

PUBLIC WORKS

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

Water/Sewer Services

1. Repaired pump at lift Station # 11
2. Unclog sewer main J Chambers
3. Read towns water meters
4. Leak repair sewer leak Swift island plantation
5. Water flushing
6. Sewer sampling
7. Water leak Twin Harbor
8. Sewer leak Tillery tradition golf course
9. Sewer tap swift island plantation
10. Sewer tap Emeline st

Repairs and Cleanup Activities

1. Cleaned All the Towns Entrances
2. Cleaned Pavilions and park parking lots
3. Mowed WWTP
4. Mowed cemetery

Equipment/Vehicle Maintenance

1. Regular oil checks
2. Equipment oil checks
3. Oil change on 4 service vehicle
4. Yearly maintenance on service on large equipment

Routine Monthly Activities

- Lift stations 1-15 - weekly checks
- Non-payment cutoffs - Completed -11
- 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

- Park AIA
- Lilies bridge rd sewer line replacement



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: August 29, 2024

Subject: Mount Gilead Police Department Monthly Report for August 2024

The month of August has come and is almost gone. In the month of August we had our National Night Out with the community in Mt. Gilead at Stanback Park. We had an awesome speaker, our very own former Mayor Earl Poplin. The concerned citizens under the leadership of Johnny Green fed the community and we would like to say thank you.

At this time we still have available positions open and we are filling in and covering patrol shifts when they are needed.

On the 26 of August we had our first day of school. Officers from the Police Department came out to welcome students back for a wonderful year ahead, Go Gators!

Also I would like to let everyone know that we are taking donations for Shop with a Cop! Anyone can donate by mailing or taking their proceeds to Town Hall in Mount Gilead.

The police department also continues to check business doors in town to insure that everything is secure.

Administration and Patrol

- 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 By Department - Select Department By Date
 For MT GILEAD POLICE DEPT 07/26/2024 00:00 - 08/27/2024 23:59

MT GILEAD POLICE DEPT	Count	Percent
911 HANG UP	3	2.16%
ALARM (NOT FIRE) COMMERCIAL	7	5.04%
ALARM (NOT FIRE) RESIDENTIAL	1	0.72%
ANIMAL BITES - ATTACKS	1	0.72%
ANIMAL CALL (NOT ATTACKS)	2	1.44%
ARMED PERSON	1	0.72%
ASSAULT (NO INJURIES)	1	0.72%
ASSIST MOTORIST	3	2.16%
B-E	3	2.16%
BREATHING PROBLEMS	1	0.72%
CARELESS & RECKLESS	1	0.72%
CHEST PAIN	1	0.72%
CHILD ABUSE	3	2.16%
CITIZEN ASSIST	1	0.72%
CIVIL	2	1.44%
CIVIL DISTURBANCE	2	1.44%
CONVULSIONS - SEIZURES	1	0.72%
DAMAGE TO PROPERTY	1	0.72%
DISORDERLY CONDUCT	3	2.16%
DOMESTIC	3	2.16%
DRUG VIOLATION	1	0.72%
ESCORT	13	9.35%
FALLS	1	0.72%
FIGHT	4	2.88%
FIRE ALARM	1	0.72%
FOLLOWUP INVESTIGATION	7	5.04%
INFORMATION	12	8.63%
LARCENY	6	4.32%
LIFELINE	1	0.72%
NOISE VIOLATION	1	0.72%
PSYCHIATRIC - ABNORMAL BEHAVIOR - SUICIDE ATTEMPT	1	0.72%
ROAD HAZARD	2	1.44%
SECURITY CHECK	2	1.44%
SERVE PAPER	4	2.88%
SHOTS FIRED	1	0.72%
SICK PERSON (SPECIFIC DIAGNOSIS)	3	2.16%
SPECIAL ASSIGNMENT	1	0.72%
STAB - GUNSHOT - PENETRATING TRAUMA	2	1.44%
STRANDED/ABANDONED BOAT/VEH	1	0.72%
STRUCTURE FIRE	2	1.44%
SUSPICIOUS PERSON/VEH/ACTIVITY	12	8.63%
TRAFFIC ACCIDENTS (PD)	3	2.16%

MT GILEAD POLICE DEPT	Count	Percent
TRAFFIC STOP	6	4.32%
TRESPASSING	7	5.04%
UNKNOWN PROBLEM (MAN DOWN)	1	0.72%
UNSECURED PREMISE	1	0.72%
WELFARE CHECK	2	1.44%
Total Records For MT GILEAD POLICE DEPT	139	Group/Total 100.00%
Total Records		139

WWTP AUGUST 2024 MONTHLY REPORT:

- All required reports successfully submitted.
- No non-compliant issues.
- #3 Blower down. Diagnostics scheduled.

Employee Leave Benefits Report

Leave Balances as of 08/12/2024

TOWN OF MOUNT GILEAD

Report Date: 08/12/2024

Last Name Ascending

Page 1 of 10

		Hol Hrs	Vac Hrs	Sick Hrs	Pers Hrs	Comp Hrs
Employee ID: 149	Employee: JOSEPH T. AMOS, III					
		0.00	0.00	0.00	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 0
Employee ID: 237	Employee: MATTHEW RYAN BALLENTINE					
		0.00	0.00	0.00	0.00	0.00
				Dept: POLICE DEPARTMENT		YOS: 9
Employee ID: 5	Employee: JIMMY R. BEAMAN					
		0.00	0.00	0.00	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 0
Employee ID: 270	Employee: KEVIN R BECKER					
		0.00	0.00	0.00	0.00	0.00
				Dept: WATER OPERATIONS		YOS: 7
Employee ID: 89	Employee: MATTHEW L. BEESLEY					
		0.00	0.00	0.00	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 20
Employee ID: 114	Employee: JAMES M. BOAZ					
		0.00	0.00	0.00	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 20
Employee ID: 158	Employee: JAMES ADAM BOWLES					
		0.00	0.00	167.20	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 15
Employee ID: 232	Employee: ETHAN W BREWER					
		0.00	0.00	6.00	0.00	0.00
				Dept: POLICE DEPARTMENT		YOS: 9
Employee ID: 112	Employee: ROSIE E. BRITT					
		0.00	0.00	0.00	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 21
Employee ID: 223	Employee: MATTHEW D. BROOKSHIRE					
		0.00	0.00	0.00	0.00	0.00
				Dept: WATER OPERATIONS		YOS: 0
Employee ID: 327	Employee: JAMES L BROWN					
		-120.00	0.00	20.00	0.00	0.00
				Dept: POLICE DEPARTMENT		YOS: 3
Employee ID: 72	Employee: STACEY L. BURRIS					
		0.00	0.00	0.00	0.00	0.00
				Dept: Conversion InActive Empl		YOS: 25

Employee Leave Benefits Report

Leave Balances as of 08/12/2024

TOWN OF MOUNT GILEAD

Report Date: 08/12/2024

Last Name Ascending

Page 3 of 10

		Hol Hrs	Vac Hrs	Sick Hrs	Pers Hrs	Comp Hrs
Employee ID: 146	Employee: DAVID K. DENNIS			Dept: Conversion InActive Empl	YOS: 17	
		0.00	0.00	128.00	0.00	0.00
Employee ID: 266	Employee: LEWIS H. DORSETT			Dept: ADMINISTRATION	YOS: 8	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 173	Employee: CHADLY A. DRYE			Dept: POLICE DEPARTMENT	YOS: 14	
		0.00	0.00	324.10	0.00	0.00
Employee ID: 107	Employee: SARA JADE EFIRD			Dept: Conversion InActive Empl	YOS: 21	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 108	Employee: JOSHUA C. ELLIS			Dept: Conversion InActive Empl	YOS: 15	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 103	Employee: MARIBETH L. EVANS			Dept: Conversion InActive Empl	YOS: 17	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 383	Employee: RYAN LYNN FOERMAN			Dept: WATER OPERATIONS	YOS: 0	
		-16.00	16.00	16.00	0.00	0.00
Employee ID: 93	Employee: DANIEL T. GARNER			Dept: Conversion InActive Empl	YOS: 22	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 101	Employee: PATRICIA W. GOODWIN			Dept: Conversion InActive Empl	YOS: 21	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 113	Employee: TERRY F. GREENE			Dept: Conversion InActive Empl	YOS: 20	
		0.00	0.00	561.50	0.00	0.00
Employee ID: 309	Employee: JIMMY R HAITHCOCK			Dept: WATER OPERATIONS	YOS: 5	
		56.00	160.63	524.00	0.00	0.00
Employee ID: 297	Employee: LEE A HAITHCOCK			Dept: ADMINISTRATION	YOS: 5	
		-20.00	67.06	237.21	0.00	0.00

Employee Leave Benefits Report

Leave Balances as of 08/12/2024

TOWN OF MOUNT GILEAD

Report Date: 08/12/2024

Last Name Ascending

Page 5 of 10

		Hol Hrs	Vac Hrs	Sick Hrs	Pers Hrs	Comp Hrs
Employee ID: 250	Employee: CHRISTOPHER M LEE			Dept: POLICE DEPARTMENT	YOS: 0	
		56.00	0.00	246.60	0.00	0.00
Employee ID: 182	Employee: JAMES SCOTT LEE			Dept: WATER OPERATIONS	YOS: 13	
		0.00	0.00	514.50	0.00	0.00
Employee ID: 352	Employee: MOLLIE MF LEE			Dept: ADMINISTRATION	YOS: 1	
		80.00	0.00	127.00	0.00	0.00
Employee ID: 350	Employee: TALMEDGE M LEGRAND			Dept: POLICE DEPARTMENT	YOS: 1	
		56.00	176.00	3180.32	0.00	46.18
Employee ID: 184	Employee: JAMES E. LEWELLEN			Dept: POLICE DEPARTMENT	YOS: 13	
		0.00	0.00	321.10	0.00	0.00
Employee ID: 181	Employee: JOSEPH D. LILLY			Dept: Conversion InActive Empl	YOS: 13	
		0.00	0.00	32.00	0.00	0.00
Employee ID: 354	Employee: ELYSHAH A LITTLE			Dept: STREETS AND GROUND	YOS: 1	
		64.00	16.80	16.92	0.00	0.00
Employee ID: 326	Employee: RAEKWON J LITTLE			Dept: WASTE WATER COLLEC	YOS: 0	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 3	Employee: KIMBERLY F. LOFLIN			Dept: Conversion InActive Empl	YOS: 29	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 115	Employee: TODD LOWDER			Dept: Conversion InActive Empl	YOS: 20	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 285	Employee: ADAM W LUCAS			Dept: POLICE DEPARTMENT	YOS: 6	
		56.00	213.04	1266.88	0.00	0.00
Employee ID: 1	Employee: MARY F. LUCAS			Dept: ADMINISTRATION	YOS: 0	
		-24.00	0.00	0.00	0.00	-8.25

Employee Leave Benefits Report

Leave Balances as of 08/12/2024

TOWN OF MOUNT GILEAD

Report Date: 08/12/2024

Last Name Ascending

Page 7 of 10

		Hol Hrs	Vac Hrs	Sick Hrs	Pers Hrs	Comp Hrs
Employee ID: 253	Employee: AUSTEN B MORTON			Dept: POLICE DEPARTMENT	YOS: 8	
		56.00	315.64	1157.14	0.00	0.00
Employee ID: 80	Employee: BRETT T. PARNELL			Dept: Conversion InActive Empl	YOS: 21	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 214	Employee: DUSTIN Q. PENNINGTON			Dept: POLICE DEPARTMENT	YOS: 11	
		0.00	0.00	34.80	0.00	0.00
Employee ID: 91	Employee: ROBERT E. PENNY, JR			Dept: Conversion InActive Empl	YOS: 23	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 311	Employee: MATTHEW A REEDER			Dept: WATER OPERATIONS	YOS: 0	
		48.00	0.00	0.00	0.00	0.00
Employee ID: 4	Employee: MARTY H. RICH			Dept: Conversion InActive Empl	YOS: 0	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 213	Employee: JERRICKA B. RICHARDSON			Dept: ADMINISTRATION	YOS: 12	
		0.00	0.00	100.80	0.00	0.00
Employee ID: 105	Employee: ERICA B RITTER			Dept: Conversion InActive Empl	YOS: 19	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 283	Employee: AMY C ROBERTS			Dept: ADMINISTRATION	YOS: 1	
		72.00	4.00	754.75	0.00	0.00
Employee ID: 104	Employee: DEBRA G. ROBERTS			Dept: Conversion InActive Empl	YOS: 15	
		0.00	0.00	0.00	0.00	0.00
Employee ID: 251	Employee: DANIEL M SCHOBER			Dept: POLICE DEPARTMENT	YOS: 9	
		0.00	0.00	117.60	0.00	0.00
Employee ID: 155	Employee: ROBERT B. SHERRILL, JR			Dept: Conversion InActive Empl	YOS: 0	
		0.00	0.00	0.00	0.00	0.00

RESOLUTION BY GOVERNING BODY OF SUB-RECIPIENT
Town of Mount Gilead Lilly’s Bridge Road Force Main Project System Improvements
SRP-W-134-0062

WHEREAS, **Montgomery County** has received a Directed Project from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water/Wastewater State Reserve Fund to assist eligible units of government with meeting their water, wastewater, and stormwater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered State Reserve funding in the amount of **\$7,880,000** to perform work detailed in the submitted application, and

WHEREAS, the **Town of Mount Gilead** and **Montgomery County** have an interlocal government agreement, effective January 2, 2024, to implement the project detailed in the submitted application, and

WHEREAS, **Montgomery County** intends to perform said project in accordance with the agreed scope of work,

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

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

That the **Town of Mount Gilead** does hereby accept the Funding Offer of **\$7,880,000.**

That the **Town of Mount Gilead** does hereby give assurance to Montgomery County and the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to, has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That Town Manager Dylan Haman, the **Authorized Official**, and successors so titled, are 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 3rd day of September 2024 at **Town of Mount Gilead**, North Carolina.



Sheldon Poplin Morley, Mayor

ATTEST:



Lessie Jackson, Town Clerk

**TOWN OF MOUNT GILEAD
LILLY’S BRIDGE ROAD FORCE MAIN PROJECT
S.L. 2023-134 APPROPRIATIONS ACT DIRECTED PROJECT
PROJECT # SRP-W-134-0062**

GRANT PROJECT ORDINANCE AMENDMENT

Be it **ORDAINED** by the Town Council of the Town of Mount Gilead, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the Lilly’s Bridge Force Main Improvement Project Ordinance is amended as follows.

Section 1: The Project authorized is the Lilly’s Bridge Road Force Main Project (project number SRP-W-134-0062) to be to be financed by the Drinking Water/Wastewater State Reserve awarded to the Montgomery County for the Town of Mount Gilead by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI). The Project Amendment is the result of State DEQ Administration Fee changing from 3% to 1.5%.

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the board resolution, grant documents, the rules and regulations of the Division of Water Infrastructure (DWI), and the budget contained herein.

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

	Original Project revenues	Amended Project Revenues
S.L. 2023-134 Appropriations	7,760,000	\$7,880,000
TOTAL REVENUES	7,760,000	\$7,880,000

Section 4: The following amounts are appropriated for the amended project expenses:

	Original Project Expenditures	Amended Project Expenditures
Engineering, Administration, and Construction Services	7,760,000	\$7,880,000
TOTAL EXPENDITURES	7,760,000	\$7,880,000

Section 5: The finance officer is hereby directed to maintain within the Lilly’s Bridge Rd Force Main Project (SRP-W-134-0062) Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

Section 6: Funds may be advanced from the Water/Sewer Fund for the purpose of making payments as due. Reimbursement requests should be made to the State grantor agency/County agency in an orderly and timely manner. Compliance with all federal and state procurement regulations is required.

Section 7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant revenues received or claimed.

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

Section 9: Copies of this grant project ordinance shall be furnished to the Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

Adopted this the 3rd day of September 2024 at **Town of Mount Gilead**, North Carolina.



Sheldon Poplin Morley, Mayor

ATTEST:



Lessie Jackson, Town Clerk

Town of Mount Gilead, North Carolina
2024-2025 Operating Budget Amendment 1

BE IT ORDAINED by the Governing Board of the Town of Mount Gilead, North Carolina, That pursuant to Chapter 159 of the General Statutes of North Carolina, the following Budget Amendment to the 2024-2025 budget is hereby adopted.

Section 1. The budget amendment is for the Transfer of funds to the Albert Johnson Memorial Pocket Park project fund and to fund the grant match for the NCDOT Multimodal Grant project.

Section 2. The Following Expenditures will increase in the General Fund:

10-900-10 Transfer to the Albert Johnson Memorial Project Fund	\$12,500
10-450-90 Grant Match	6,000
Total	\$18,500

Section 3. The Following Revenues will Increase in the General Fund:

10-305-20 Investment Interest	18,500
Total	\$18,500

Section 4. The budget amendment is balanced as Required by the North Carolina General Statutes.

Adopted this ___ day of _____, 2024

Attest: _____
Lessie D. Jackson, Town Clerk

Sheldon Morley, Mayor



PUBLIC HEARING MEETING SCRIPT

September 3, 2024

Town of Mt Gilead

This public hearing on September 3, 2024, will provide an explanation and description of the FY2024 North Carolina Department of Environmental Quality (DEQ) Community Development Block – Infrastructure Grant (CDBG-I).

We are present to discuss the purpose of the public hearing for the Town of Mt Gilead’s CDBG-I funding application. The purpose of the public hearing is to obtain citizen’s views and to allow response from the public to funding proposals and answer any questions posed by citizens.

This public hearing will cover the Town’s community development needs, development of the proposed activities, and a review of program compliance before the submission of the Town of Mt Gilead’s CDBG-I funding application to the state of North Carolina.

The Town of Mt Gilead proposes to request funding from NCDEQ’S CDBG-I program for the Julius Chambers Ave CDBG-I Water Line Rehabilitation/Replacement Project. The proposed project will meet the following community and housing needs of Mt Gilead by facilitating the replacement of the water line located in the right-of-way of Julius Chambers Ave.

The purpose of the CDBG-I grant program is to improve the quality of life for low to moderate income people by providing a safe, clean environment and clean drinking water through water and sewer infrastructure improvements and extensions of service.

- To benefit a residential area where at least 51% of the beneficiaries are low to moderate income as defined by the United States Department of Housing and Urban Development.
- To perform eligible activities.
- To minimize displacement, and
- Provide displacement assistance as necessary.

For the fiscal year of 2024 the CDBG-I funding available is expected to be \$19 million. The maximum available grant is \$3.0 million over a 3-year period. Applications for funding will be received September 30, 2024.

The CDBG program is able to fund a wide variety of community development activities. The State of North Carolina has chosen to fund several activities: water and sewer infrastructure, neighborhood revitalization, COVID-19 related projects, and economic development projects that lead to job creation or retention.



The infrastructure program, or CDBG-I program can fund a range of water and sewer infrastructure activities, including, but not limited to the, following:

Water:

- Projects that resolve water loss in distribution systems.
- Projects that extend public water to areas with contaminated wells.
- Projects that extend water lines to areas with dry wells.
- Projects that assist with low water pressure in public water systems.
- Projects that regionalize two or more water systems.
- Project that rehabilitate or replace a water treatment plant.

Wastewater:

- Projects that resolve inflow and infiltration to collection systems and surcharges from pumps stations and manholes.
- Projects that extent public sewer to areas with failed septic tanks.
- Projects that rehabilitate a wastewater treatment plant to allow for greater efficiency/compliance with regulations.

The Town of Mt Gilead is seeking an amount in CDBG-I funds not to exceed \$3 million for the Julius Chambers Ave CDBG-I Water Line Rehabilitation/Replacement Project. The purpose of the Town's request is to replace water lines in the areas of Julius Chambers Ave; Lewis St; North Pine St; Marshall St; Hoffman Dr; Williams St; Emmaline St; Highland Av; Hillcrest Av; and McAuley Church Rd

The project proposed by the Town was identified in the 2024 Asset Management Plan for the Town of Mt Gilead. Informal community meetings were held in the project area to inform citizens of the potential project, and get feedback from the residents.

A total of 100% of the CDBG- I funding will be used to benefit Low to Moderate Income (LMI) people. The project area in the Town of Mt Gilead has been determined to have an Income Survey Area of at least 51%. The project area includes: areas of Julius Chambers Ave; Lewis St; North Pine St; Marshall St; Hoffman Dr; Williams St; Emmaline St; Highland Av; Hillcrest Av; and McAuley Church Rd.

The range of activities covered by the CDBG-I funds for the Julius Chambers Ave CDBG-I Water Line Rehabilitation/Replacement Project includes:

- Construction.
- Environmental Review
- Engineering Design
- Construction Administration and observation.
- Legal activities.



- Surveying.
- Grant Administration.

If the Town is awarded a CDBG-I grant, the town is required to adhere to federal procurement requirements and other federal regulations which include:

- American with Disabilities Act/Section 504 Survey
- Davis-Bacon & Related Labor Acts
- Adoption/Submittal of a Citizen's Participation Plan
- Adoption/Submittal of an Equal Opportunity Plan
- Adoption/Submittal of a Fair Housing Plan
- Adoption/Submittal of a Language Access Plan
- Adoption/Submittal of a Relocation Assistance Plan
- Adoption/Submittal of a Section 3 Plan
- Excess Force Provision

The State of North Carolina requires that the if the Town receives CDBG grant funding that the Town will certify that they will comply with the requirements of the general displacement and relocation policy for CDBG grant funding. This policy assists low to moderate income people with costs associated with relocation or displacement, should such relocation become necessary due to the project activities. CDBG funds can be used for those costs, if necessary. No displacement and relocation will occur as a result of the proposed CDBG project.

The Town will submit its CDBG-I application for the Julius Chambers Ave CDBG-I Water Line Rehabilitation/Replacement Project on September 30, 2024. The CDBG-I application will be available for review during normal business hours at 110 W Allenton St, Mt Gilead, NC 27306. Additional information is available from Dylan Haman, 110 W Allenton St, Mt Gilead, NC 27306 or 910-439-6687.

Should you have any complaints or grievances regarding the subject public hearing, they should be addressed to the addressee mentioned above within **fifteen (15)** business days or by September 27, 2024, and a written response to the written complaints and/or grievances will be sent by the Town within **fifteen (15)** business days, where practicable.

We open the floor for comments and questions about the CDBG program, and about the proposed project.



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: Old Business A
Submitted By: Dylan Haman	Department: Streets and Grounds
Attachments: Proposal for Public Street Mural in Mount Gilead	

Topic: Street Mural Near Community Garden

Staff Summary: Mary Poplin with the Mount Gilead Gathering Garden is interested in adding a Street Mural on School Street near the Community Garden. Mary has drafted a design for the Town Board's approval and the mural would be funded with Private Dollars.

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

Staff Recommendation: Staff defers to the Board of Commissioners.

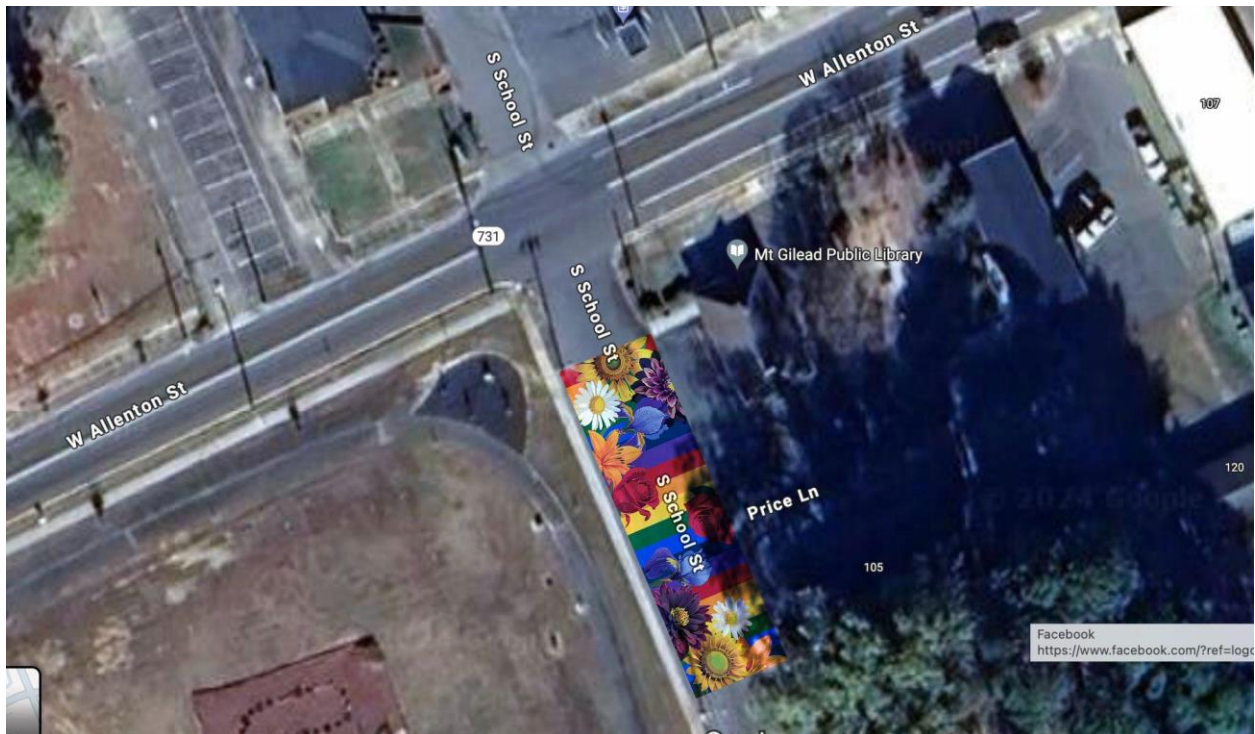
Examples of Motions:

Approve: I make a motion to approve the proposed Street Mural Design and project area for School Street adjacent to the Community Garden.

Deny: I make a motion to deny the proposed street mural.

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

Proposal for Public Street Mural in Mount Gilead



Introduction: Mount Gilead is a community rich in history and tradition, with many murals honoring our ancestors and the town's heritage. While these murals serve an important purpose, they predominantly represent the men of our history and notably lack prominent women. But I am suggesting something new entirely. I am not sure we need any more heads.

I believe it's time to introduce a new mural that adds vibrant color to our streets and the natural beauty that thrives in our community. I propose a 20x90-foot street mural located near the community garden, school, and library. This mural will be privately funded, and I aim to raise private funding for \$3,000 for materials, with the support of volunteers for the painting process.

Symbolism of the Mural: The proposed mural will be a celebration of life, growth, and knowledge, symbolized through the vibrant colors of rainbows and flowers. The location near the community garden, school, and library makes it ideal for a mural that blends nature and education.

1. Rainbows:

- **Symbolism:** Rainbows are universal symbols of hope, diversity, and unity. They reflect the diversity of our community and the spectrum of experiences and identities that make Mount Gilead unique. Including rainbows in the mural will represent a bridge between the past and the future, connecting the rich history of our town with the bright potential of the generations to come. It can also serve to teach children the colors in the visible light spectrum “ROYGBIV.”

2. Flowers:

- **Sunflowers:** As the symbol of the community garden, sunflowers represent growth, sustainability, and the nurturing spirit of our town. They are a beacon of the collaborative efforts that keep our community thriving.
- **Roses, Irises, Lilies, Asters, and Peonies:** These flowers will add layers of meaning and beauty to the mural. Each flower symbolizes different aspects of life: roses for love and passion, irises for wisdom and hope, lilies for purity and renewal, asters for patience and elegance, and peonies for prosperity and honor. Together, they create a rich tapestry that reflects the multifaceted lives of the people in our community.

3. Book Bindings:

- **Symbolism:** Given the mural's proximity to the library, the rainbow bands can be designed as book bindings. This represents the knowledge and learning that are central to our community's growth and development. The books will symbolize the endless pursuit of wisdom and the stories that bind us together. As women are under-represented in our murals, it might be good to feature prominent female author names in the bindings.

Benefits of the Mural:

1. Cultural Enrichment:

- The mural will visually represent Mount Gilead's rich cultural heritage while adding a modern touch that resonates with all generations. It will also celebrate the often-overlooked contributions of women, adding balance to our town's historical narrative.

2. Community Engagement:

- By involving local volunteers in the painting process, the mural will become a true community project, fostering collaboration and pride. It will allow residents to contribute to their town's beautification, enhancing community spirit.

3. Educational Value:

- Positioned near the school and library, the mural will be an educational tool, sparking conversations about history, nature, and the importance of diversity. The rainbow design, including book bindings, will reinforce the value of learning and knowledge.

4. Tourism and Economic Impact:

- A vibrant, eye-catching mural will attract visitors, serving as a backdrop for photographs and social media posts. This increased foot traffic can benefit local businesses, promote Mount Gilead as a destination, and contribute to the town's economy.

5. Aesthetic Enhancement:

- The mural will transform an ordinary space into a vibrant, beautiful area for residents and visitors. It will enhance the overall aesthetic of the neighborhood, making it a more pleasant place to live and work.

Conclusion: This mural will add color and life to our streets and serve as a symbol of the values that Mount Gilead holds dear: community, diversity, growth, and education. With the community's support, we can create a lasting piece of art that will inspire and uplift everyone who sees it. I am committed to raising funds and organizing volunteers to bring this vision to life. Together, we can create a mural that honors the past, celebrates the present, and looks forward to a bright future. I just need permission to get started.

Secondary Art Across Town Initiative: Proposal for "Bigfoot Watch" Public Art Campaign

Introduction: Mount Gilead has the ancient Uwharrie Mountains as its backdrop. These mountains, older than bones, formed long before vertebrates even roamed the Earth. Though they may now be modest hills, the Uwharries are part of the history and, more importantly, the lore of this region. For Bigfoot enthusiasts, the Uwharrie Mountains have become a hotbed of fascination, drawing those who wish to believe in the legendary creature. I propose the "Bigfoot Watch" public art campaign to celebrate this unique connection and bring Bigfoot closer to home. This initiative will feature Bigfoot statues placed outside local businesses or other areas, each customized by local groups in their favorite designs, much like similar campaigns with horse statues in other cities. Louisville's KY's Sidewalk Derby, for instance, has graced the streets of Louisville with more than 500 vibrantly decorated fiberglass statues since 2004. And cities all over NC have similar initiatives.

Campaign Overview: The "Bigfoot Watch" campaign invites local groups and even individual residents to purchase and decorate Bigfoot statues, widely available in small sizes for around \$200, and \$699 in medium sizes, with larger imposing statues available for \$2,600 (that seems less in budget for most folks, but I wanted to put prices out there). These statues will be personalized by each business to reflect their unique style and brand and then displayed outside their establishments. This town-wide exhibition will create an engaging art experience that encourages exploration, sparks creativity, and celebrates the town's connection to the legendary Bigfoot. I'd like to put one in a planting with trees. We could offer awards for best bigfoot as well to encourage participation.

Bigfoot Statue Examples:



Sidewalk Derby Examples:



Benefits of the "Bigfoot Watch" Campaign:

1. Cultural Enrichment:

- "Bigfoot Watch" will infuse Mount Gilead with new cultural energy, reflecting the Uwharrie Mountains' ancient legacy and the town's modern-day creativity. Each Bigfoot statue will be a unique piece of art, contributing to a vibrant and diverse public art scene that honors our community's mythical and real aspects.

2. Community Engagement:

- This campaign will unite the community as businesses, artists, and residents collaborate to bring these statues to life. The shared experience of creating and enjoying these works of art will foster stronger community bonds and instill a sense of pride in our collective identity.

3. Tourism and Economic Impact:

- The area around Mount Gilead's connection to Bigfoot, enhanced by the "Bigfoot Watch" campaign, will attract enthusiasts and tourists eager to discover these unique statues. This increased visitor interest will benefit local businesses and contribute to the town's economy as tourists explore the town and its offerings.

4. Increased Visibility for Businesses:

- Participating businesses will gain visibility and attract customers through their creatively designed Bigfoot statues. Each statue will serve as a distinctive landmark, drawing attention to the business and boosting foot traffic and sales.
5. **Promotion of Local Artists:**
 - Local artists can partner with businesses to design and paint the statues, showcasing their talents to a broader audience. This collaboration will highlight the artistic talent within Mount Gilead and create opportunities for artists to gain recognition and support.
 6. **Connection to Local Heritage:**
 - The Uwharrie Mountains are an integral part of Mount Gilead's history, and their association with Bigfoot lore adds a unique dimension to the campaign. By bringing Bigfoot into the town through these statues, we're celebrating a mythical creature and acknowledging our natural surroundings' ancient and mysterious atmosphere.
 7. **Town-Wide Event and Marketing Opportunities:**
 - "Bigfoot Watch" can be a centerpiece of town-wide events, such as scavenger hunts or guided tours, encouraging residents and visitors to explore every corner of Mount Gilead. This campaign provides excellent marketing opportunities, promoting Mount Gilead as a destination for art, history, and adventure.
 8. **Long-Term Legacy:**
 - The Bigfoot statues will become a permanent part of Mount Gilead's landscape, symbolizing the town's embrace of its heritage, creativity, and community spirit. Over time, these statues could become iconic symbols of Mount Gilead, recognized by all who visit as representing the town's unique character.

Conclusion: The "Bigfoot Watch" campaign is an exciting opportunity to bring the legend of Bigfoot to the streets of Mount Gilead, celebrating our ancient natural heritage and our modern-day creativity. By involving local businesses, artists, and the community, this campaign will enrich our town's cultural landscape, strengthen community ties, and attract visitors. Together, we can create a lasting public art initiative that reflects the timeless spirit of the Uwharrie Mountains and the vibrant life of Mount Gilead today. Once again, I am only asking for permission for this installation and ensuring everyone is welcome to erect a statue and decorate it as they wish. I would also ask that the town adopt guidelines for Bigfoot decorations to maintain decorum and inclusiveness. The goal is to unite people and create fun public art, not divide us further. We also want them to be in line with town ordinances.

To honor free speech while maintaining the integrity and inclusiveness of the "Bigfoot Watch" campaign, the following guidelines can be established:

Guidelines for Decorating Bigfoot Statues:

Respectful Imagery:

Decorators are encouraged to express their creativity while respecting the community's values. While free speech is a fundamental right, the goal of the "Bigfoot Watch" campaign is to create a positive,

welcoming environment for everyone in Mount Gilead. Therefore, we ask participants to avoid imagery that could be considered hateful, obscene, or offensive to others.

Non-Political and Non-Religious Themes:

To keep the campaign inclusive and focused on community unity, we ask that statues not feature political statements, specific religious iconography, or symbols that could alienate or divide residents and visitors. The intention is to create art that everyone can enjoy, regardless of their beliefs or affiliations.

Avoidance of Copyrighted Brands:

Participants should refrain from using copyrighted brands, logos, or images in their designs, unless they have explicit permission from the brand owners. This ensures that the artwork remains original and free from potential legal issues.

No Divisive Messaging:

The campaign is designed to bring people together, not to create division. Statues that feature messaging or imagery that could be seen as divisive or inflammatory will not be eligible for any contests or recognition associated with the campaign.

Positive and Creative Expression:

The "Bigfoot Watch" campaign celebrates Mount Gilead's unique character, history, and community spirit. We encourage decorators to focus on themes that uplift, inspire, and reflect the town's kindness, creativity, uniqueness, and inclusiveness values.

Contest Eligibility:

While all businesses are welcome to participate in the "Bigfoot Watch" campaign, only statues that adhere to these guidelines are eligible for official contests or awards. This ensures the campaign remains a positive and inclusive experience for everyone involved.

These guidelines are designed to balance the principles of free speech with the need to create a harmonious and inclusive public art campaign. By focusing on positive, respectful, and creative expression, we can ensure that "Bigfoot Watch" becomes a celebration of Mount Gilead's diversity and community spirit while still honoring the right to free expression.

Note: If we cannot secure local interest or funding for these projects, we won't be able to create the initiatives. But I think we can get enough interest to make these long-term goals. I just want permission to try.



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: Old Business B
Submitted By: Dylan Haman	Department: Administration
Attachments: VC3 Manage + Shield + Backups Order; CWIT Support Quote CWQQ6741-01	

Topic: It Support

Staff Summary: During Last Months meeting, the Board asked me to request multiple quotes for IT support and backups. I have attached updated quotes.

Alternatively, the Town Board could decide it is okay without proactive security, and simply continue to utilize the backups offered by Vann Dale. In the event of a security breach, it would be the Town's responsibility to hire IT Support to secure its data.

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

Staff Recommendation: Staff Recommends approving a proactive security agreement

Examples of Motions:

Approve: I make a motion to approve quote XYZ from company ABC.

Deny: I make a motion to deny the proposed quotes and continue utilizing our current IT backups without proactive Support.

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

Bundled



www.cwitsupport.com

910-726-1595

5500 Market Street, STE 100 B, Wilmington, NC 28405

Quote CWQQ6741-01

Valid through July 31, 2024 @ 5:19 pm

Prepared For:

Town of Mt. Gilead
 Dylan Haman
 Phone: 910-439-6687
 110 W. Allenton St
 Mt. Gilead, NC 27306
 dhaman@mtgileadnc.com

Prepared By:

Brian Satz
 President
 Phone: 910-726-1246
 Fax:
 Email: brian@cwitsupport.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and scan this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	
Monthly Recurring Services (36 month agreement - no M365 services included)		\$2,792.00
17	WarriorShield PoM Plan v. 2024, per device (min 15 devices): Security Essentials: Proactive Monitoring / Patching EDR NextGen AV Dark Web Monitoring ThreatLocker Zero Trust Solution DNS Filtering Services (FW, SVR, Laptops) Monthly Reporting Security Complete: Employee Sec. Awareness Training / Phishing Simulation Password Manager Managed Encryption SVCs 24x7x365 SOC Priority SLA Reactive Support Included (remote and on-site) Annual strategic technology business reviews 36 month commitment w/ 1 yr auto-renew 5% annual increases	
1	WarriorShield PoM Plan v. 2024 - Monthly charge to monitor / security / maintain 1 server with this package.	
1	Datto Backup - backups to local Datto device with 7 yr cloud retention and ability for virtual local and cloud spin up of backups. No labor for recovery with this service. Fastest recovery option. 2TB Unit provided at no cost with 36 month agreement.	
M365 Recurring Monthly Services		\$202.50
27	3rd party anti-phishing and E-mail security platform, billed per mailbox per month - includes M365 backups for OneDrive, SharePoint, Teams, and E-mail	
One-time Charges		\$3,500.00
1	Implementation / Onboarding costs to work on active directory security issues found in audit, implement security protocols listed above, documenting the network / environment, and creating IT strategic roadmap. To include labor to upgrade all computers to 16GB RAM minimum standards, and also cover cost of RAM upgrades.	

SubTotal: \$6,494.50

Shipping: \$0.00

Sales Tax: \$454.62

Total: \$6,949.12

Deposit: \$3,745.00

\$3,204.12 Monthly Recurring

***First month recurring charges incl in SubTotal**

Payment Options

<input type="radio"/> Credit Card Purchase (deposit amount \$3,745.00), [plus \$3,204.12 monthly]	\$3,745.00 deposit payment (Quote Total \$6,949.12)
<input type="radio"/> eCheck/ACH Purchase (deposit amount \$3,745.00), [plus \$3,204.12 monthly]	\$3,745.00 deposit payment (Quote Total \$6,949.12)

Ready to Accept?

Order Confirmation

This quote adopts and incorporates by reference the [Terms and Conditions - https://cwitsupport.com/terms-and-conditions](https://cwitsupport.com/terms-and-conditions). Services performed and products sold under this quote (the "Services") will be conducted and sold in accordance with and be subject to the terms and conditions of this quote and the Terms and Conditions. Capitalized terms used but not defined in this quote shall have the meanings set out in the Terms and Conditions.

I agree to the terms and conditions outlined in the URL above, the above document and PDF attachment with an electronic signature below.

IP Address 152.10.249.75

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email Address

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

(Note: After accepting you will have the opportunity to provide payment.)

Uploads Area

Have Questions?

Not Ready To Accept? Have Questions?

Submit

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Daylight Time UTC-04:00

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VC3 Manage + Shield + Backups Order

Town of Mount Gilead, NC

110 West Allenton Street
 Mt. Gilead, North Carolina 27306
 United States

VC3

1301 Gervais St.
 Suite 1800
 Columbia, SC 29201
 United States

Dylan Haman

dhaman@mtgileadnc.com
 19104396687

Prepared by: Luke Stodghill

Account Executive
 luke.stodghill@vc3.com
 (919) 753-3542

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	16	\$150.00 / month	\$2,400.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
<p>VC3 Manage - Shared User 24x7x365 Remote & Onsite Support: Users using a shared workstation. Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Shared Workstations.</p>	0	\$50.00 / month	\$0.00 / month for 3 years
<p>VC3 Manage - Email Only User Support for email only users includes troubleshooting send/ receive issues and access issue to email platform. M365 & Email Protection & Backups Included</p>	11	\$25.00 / month	\$275.00 / month for 3 years
<p>Protect Shield (Add On) Cyber Aware Complete - Cyber Security Training & Simulated Phishing Tests Dark Web Credential Monitoring Web Protection & Content Filtering Email Protection & Spam Filtering VC3 Security Team</p>	16	\$21.99 / month	\$235.73 / month after 33% discount for 3 years
<p>Protect Shield M365 Only User Cyber Aware Complete - Cyber Security Training & Simulated Phishing Tests Dark Web Credential Monitoring Email Protection & Spam Filtering M365 Monitoring & Protection VC3 Security Team</p>	11	\$10.50 / month	\$77.38 / month after 33% discount for 3 years
<p>Protect Shield Email Protect Archiving Upgrade Email Archiving for up to 10 years.</p>	27	\$2.00 / month	\$54.00 / month for 3 years
<p>Data Recovery - Workstation Backups</p>	0	\$19.00 / month	\$0.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Data Recovery - Server Backup	6	\$32.00 / month	\$192.00 / month for 3 years
Data Recovery - Cloud Storage (Per GB)	4,763	\$0.05 / month	\$238.15 / month for 3 years
VC3 Managed Services Onboarding	1	\$3,472.26	\$3,472.26
Shield Implementation Fee	1	\$2,000.00	\$2,000.00
SUMMARY			
Monthly subtotal			\$3,472.26 after \$154.23 discount
One-time subtotal			\$5,472.26
<p>Comments</p> <p>Prices shown above are valid for 30 days from date of Order.</p> <p>Servers DC-01, and RED data footprints were available. 387 GB of data resided on those servers on 8/27/2024.</p> <p>Servers APP-01, PURPLE, FS-01, and GREY would not provide data footprint. Estimating 300GB per server for these servers.</p> <p>Backups will not be provisioned for utility servers DC-02, NPS-01, WSUS-01, DHCP-01, and PRINT-01</p>			

This Order is entered into as of August 29, 2024 between VC3 Inc., a Delaware corporation ("Company") and Town of Mount Gilead, NC ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

Foundational Protection

1. Deploy Endpoint Detection and Response (EDR) to all workstations and servers with Company RMM deployed.
2. Monitor workstations and servers with EDR installed via 24x7x365 partner SOC.
3. Deploy M365 Monitoring and Backup Solutions to Client M365 Tenant.
4. Continually monitor M365 tenancy.
5. Backup M365 (SharePoint, OneDrive, Teams & Exchange Online) 3 times a day.
6. Configure infinite retention on M365 backups.

7. Respond to incidents and service requests. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

Application Support

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications:
 - a. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
 - b. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Protect Shield

1. Deployment & Implementation Services:

- a. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
 - i. Configure monitoring service to monitor corporate domains in scope.
 - ii. Configure up to five (5) personal email addresses to be monitored.
- b. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
 - i. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
 - ii. Maintaining active user list within the platform.
 - iii. Creating phishing campaigns targeting users on Client domain.
 - iv. Management of phishing campaigns monthly.
 - v. Creating training campaigns, educating users on Client domain.
 - vi. Management of training campaigns monthly.
 - vii. Providing phishing / training reports to Client.

- c. Provision **Email Protect** – Advanced Email Threat Protection platform.
 - i. Deploy Email protect to Client Microsoft 365 environment.
 - ii. Updating MX Records.
 - iii. Customizing Spam settings.
 - iv. Creating filter policies and approve/block sensor list items.
- d. Provision **Web Protect** - Advanced DNS/Web protection platform. Filters content accessible by employees when connected to the corporate network or using corporate devices:
 - 1. Deployment of agent to all devices with Company RMM deployed.
 - 2. Initial configuration of web and content filtering policy within the solution

2. General Managed Security Services

1. 24x7 Monitoring and Incident Response Services:

- 1. Provide 24X7 Incident response services for all included deployed services.
- 2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
- 3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
- 4. 24X7 response to critical event driven Incidents.
- 5. Utilize industry best practices for remote access, control and management of all devices.

- 3. **Quarterly Security Summary.** Includes a report of the activities that have taken place under this Order.

Managed Backups

1. Installation and Configuration:

- a. Install backup agents and initialize backups on all protected servers within the Client's environment.
- b. Perform an initial seed of the Client's backup data and will load that data into the cloud.
- c. Configure the cloud backups such that backups are performed per the backup retention schedule determined during implementation.
- d. Configure the backup monitoring to alert VC3 of backup failures.
- e. Perform an initial backup of all systems and will confirm that backups are performing as expected.

2. Backup Management:

- a. Monitor and maintain backups for the servers protected.
- b. Perform periodic updates to the backup software such as patches, and updates.
- c. Provide replacement components for failures that occur as a result of internal equipment defects or end of life for Company provided hardware. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire, hurricane or flood damage).

3. Disaster Recovery Plan

- i. Servers to be backed up.
- ii. Recovery Point Objective (RPO)
- iii. Recovery Time Objective (RTO)
- iv. Data Backup Plan
- v. Automatic Daily Restore Testing.
- vi. Disaster Recovery team
- vii. Requirements of Data Recovery
 - a. Work with Client to identify and document backup requirements to form a Disaster Recovery Plan. This includes:

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- 1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order

- basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
 3. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
 4. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
 5. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
 6. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
 7. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
3. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
4. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
5. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
6. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.

7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the Effective Services Start Date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. All One-Time Fees will be invoiced to Client upon signature of this Order.

Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.

At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.

In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.

Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
 - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**

- System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business A
Submitted By: Dylan Haman	Department: Administration
Attachments: Christmas Bonus/Longevity Policy	

Topic: Christmas Bonus Longevity Policy

Staff Summary: The Town of Mount Gilead historically has paid a Christmas Bonus to all employees in the amount of \$400.00. While this bonus is a perk to employees, it does not reward employees for their years of service. Staff is recommending reducing the base Christmas Bonus to \$300.00, but adding \$25.00 per year of service for a longevity bonus. Across all employees, this will only cost \$150.00 per year.

The purpose of this adjustment is to reward employees based on their longevity with the Town as a retention tool.

Direct Cost: \$150.00	Line Item Utilized
Amount Remaining after Action: -	In Current Budget: Yes/No
Plans if Not in Current Budget:	

Staff Recommendation: Staff recommends approving the proposed Christmas Bonus Policy

Examples of Motions:

Approve: I make a motion to approve the proposed Christmas Bonus Policy

Deny: I make a motion to deny the proposed Christmas Bonus Policy

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

Christmas Bonus/Longevity Policy

Introduction

The Town of Mount Gilead offers a Christmas bonus each year to all employees. The following policy shall guide the disbursement of this bonus, including a factor for longevity based on years of service with the Town of Mount Gilead.

Eligibility

Only permanent employees who work more than 1,000 hours per year may be eligible for Christmas bonus pay. Candidates must not have worked under a probationary status at the time of the bonus to be eligible. Only full-time employees who work more than 30 hours per week shall be eligible for the longevity portion of this bonus.

Christmas Bonus

It shall be the policy of the Town of Mount Gilead that all employees receive the Christmas Bonus pay on the pay period immediately before the Thanksgiving Holiday. The Christmas Bonus Shall be 300 dollars, and may be adjusted by the Board of Commissioners, from time to time, based on recommendations from the Town Manager.

Longevity Bonus

At the same time as the Christmas Bonus is paid, a Longevity bonus shall be paid. The calculation for the Longevity bonus shall be \$25.00 times the number of years of creditable service of the employee. The longevity bonus may be adjusted by the Board of Commissioners, from time to time, based on recommendations from the Town Manager.

Adopted this the Third Day of September, 2024

Sheldon Morley, Mayor

Lessie D. Jackson, Town Clerk



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business B
Submitted By: Dylan Haman	Department: Administration
Attachments: Map 1	

Topic: Easement Request

Staff Summary: Mr. William Taylor has requested an easement on property owned by the Town of Mount Gilead. The purpose of the easement is to ensure access to a piece of landlocked property owned by Mr. Taylor.

If the board is interested in giving Mr. Taylor an easement, staff recommends requiring Mr. Taylor to file a surveyed easement plat at the Register of deeds contingent on its approval. Staff also recommends requiring Mr. Taylor to submit an offer and pay advertising fees related to the advertisement of the exchange of an easement, which will need to be advertised at least ten days in advance of our next meeting. This advertisement requirement must be met before the Board of Commissioners can accept any offer on the requested easement.

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

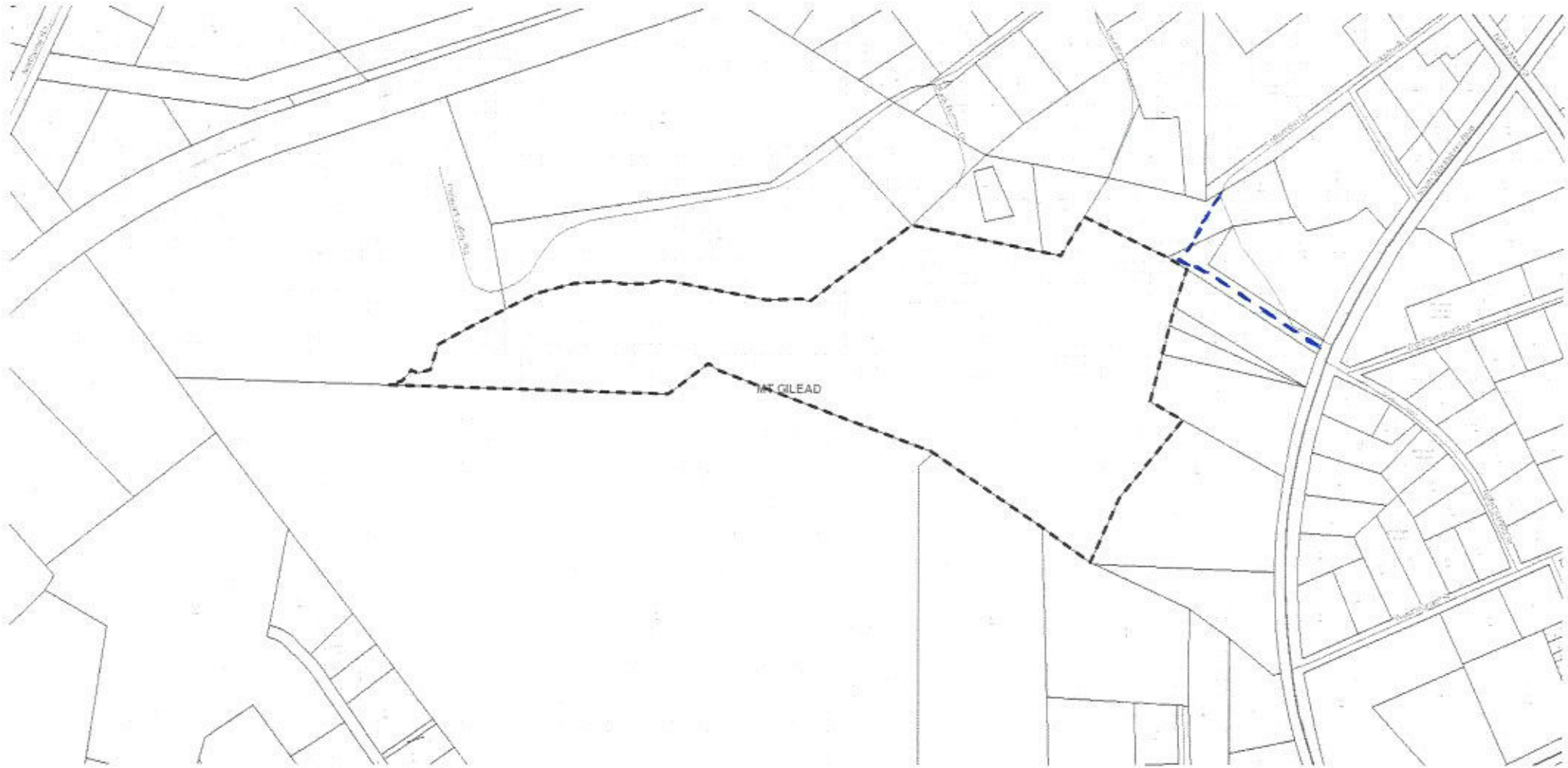
Staff Recommendation: Staff defers to the Board of Commissioners

Examples of Motions:

Approve: I make a motion to ask Mr. Taylor to make an offer, file a surveyed easement plat with the Town, and pay the advertising fees required under General Statute 160A-271.

Deny: I make a motion to deny the requested easement.

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





TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business C
Submitted By: Dylan Haman	Department: Administration
Attachments: Notification of Funding Offer; Town of Mount Gilead, North Carolina Project Ordinance Streamflow Rehabilitation Assistance Program	

Topic: StRAP Project Ordinance and Agreements

Staff Summary: The Town of Mount Gilead has received a Grant Offer of \$85,000 from the North Carolina Department of Agriculture for the purpose of clearing Vegetative Debris in Hammer Creek.

The attached budget and grant agreement are necessary to begin the project.

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

Staff Recommendation: Staff Recommends Approving the proposed Project Ordinance and Grant Agreement

Examples of Motions:

Approve: I make a motion to approve the Proposed STRAP Project Ordinance and Grant Agreement with NC Agriculture for the purpose of clearing Vegetative Debris in hammer Creek.

Deny: I make a motion to deny the proposed Project Ordinance and Grant Agreements.

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

Town of Mount Gilead, North Carolina
Project Ordinance
Streamflow Rehabilitation Assistance Program

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

Section 1. The Project authorized is Stream Debris Removal from Hammer Creek to be financed by The North Carolina Department of Agriculture and Consumer Services division of Soil & Water Conservation – Streamflow Rehabilitation Assistance Program grant funding source.

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

Section 3. The following amounts are designated as expenditures for the project:

Stream Debris Removal – Hammer Creek (Per agreement)	\$	85,000
Total Expenditures	\$	85,000

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

StRAP Grant Revenue 25-008-4006	\$	85,000
Total Revenue	\$	85,000

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

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

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

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

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

Adopted this ___ day of _____, 2024.

Attest: _____
Lessie D. Jackson, Town Clerk

Sheldon Morley, Mayor



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

August 7, 2024

Dylan Haman
Town of Mount Gilead
110 West Allenton Street
Mount Gilead, NC 27306

NOTIFICATION OF FUNDING OFFER

Dear Dylan Haman,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to inform you that \$85,000.00 for your project, StreamFlow Rehabilitation Assistance Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:

Matt Safford
StRAP Manager
matt.safford@ncagr.gov

Original signatures mail:

Matt Safford, StRAP Manager
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Matt Safford at 919-707-3784, or feel free to send an email to matt.safford@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Town of Mount Gilead

PROJECT TITLE/NAME: Streamflow Rehab Assistance Program

CONTRACT #: 25-008-4006

<i>GO Entities Only Check One Box</i>	<i>Document Title</i>	<i>Department Use – Documents Attached or On File</i>		<i>Grants and Contracts- Documents Attached or On File</i>	
Yes	Contractual "Check Off List for Grantee	Yes	No	Yes	No
Yes	Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
Yes	Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
Yes	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
Yes	Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
Yes	Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
Yes	Attachment E – Signature Card	Yes	No	Yes	No
Yes	Attachment F – StreamFlow Assistance 50% Progress Report***	Yes	No	Yes	No
Yes	Attachment G – Streamflow Rehabilitation Assistance Program (SRAP) Quarterly Progress Report***	Yes	No	Yes	No
Yes	Attachment H- Request for Payment form***	Yes	No	Yes	No
Yes	Attachment I – Request of payment Summary***	Yes	No	Yes	No
Yes	Attachment J- Equipment Log***	Yes	No	Yes	No
Yes	Attachment K – Time Log***	Yes	No	Yes	No

*** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.

***Attachments F, G, H, I, J and K do NOT need to be returned with the final contract

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Department Use Only

FUNDING CODE:
1000-203788-56400067-1004802

AMOUNT: \$85,000.00
TIME PERIOD: July 1, 2024 to December
31, 2026

**North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation**

Streamflow Rehabilitation Assistance Program – Government

Contract Number: 25-008-4006

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, **Division of Soil & Water Conservation** (the "Agency") and Town of Mount Gilead, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001294 and is physically located in Montgomery and is further located at 110 West Allenton Street Mount Gilead, NC 27306.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2023-134, House Bill 259 Section -5.6(d). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2023-134, House Bill 259 Section -5.6(d).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)

8. Request for payment form (Attachment H)
9. Equipment log

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on July 1, 2024, and shall terminate on December 31, 2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

1. The Grantee will attend a virtual Pre-award meeting within 45 days for receiving the contract offer.
2. The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
3. The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining the necessary landowner authorization for site access and all permits needed to complete the planned work.
4. The Grantee will need to have Fifty percent (50%) of award funds committed (i.e., encumbered) with vendors by August 28, 2025. If by August 28, 2025, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$85,000.00. The funds are provided from State appropriations allocated through Session Law 2023-134, House Bill 259 Section -5.6(d). By August 28, 2025, fifty percent (50%) of the award amount should be encumbered by contracts.

There are no matching requirements from the Grantee.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

State Reporting Requirements [N.C.G.S. 143C-6-23]:

1. The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

Agency Reporting Requirements:

1. The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
2. First report will be due on or before the last day of October 30, 2024.
3. The quarterly report will be submitted using the form shown as Attachment FJ- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work accomplished that quarter and for the project to date, as well as progress toward completing the Project Scope of Work, and a separate budget report that is a summary of cash and in-kind expenditures for the quarter and total project.
4. The quarterly progress report and budget report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.

5. Grantee shall submit a Streamflow Assistance 50% Progress Report by end of business hours on August 28, 2025. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report is also subject to the review and approval of the Soil & Water Commission.
6. Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
7. Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.
8. All reports, including 50% Progress Report needs to be submitted to StRAP.Report@ncagr.gov.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using **AttachmentH- StreamFlow Rehabilitation Assistance Program Project Invoice Form**, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 60 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented technical assistance, and administrative expenses for the project reimbursement of technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

1. Expanding the project or program.
2. Continuing the project or program after grant ends; or
3. Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes a virtual close out meeting and submit a final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form within 60 days of the date of the final report. All unexpended funds shall remain with the Agency. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, canceled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" <https://www.osbm.nc.gov/budget/budget-manual>

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

All request for payments shall be emailed to StRAP.Reimbursement@ncagr.gov

Indirect costs are not allowable expenditures under this Contract

X. Fraud, Waste and Abuse:

The grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: <https://www.ncagr.gov/internalaudit/ReportForm.htm>

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Matt Safford 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-707-3784 Email: matt.safford@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Matt Safford Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Dylan Haman Town of Mount Gilead 110 West Allenton Street Mount Gilead, NC 27306 (910) 439-6687 dhaman@mtgileadnc.com	Same

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

1. Will implement or already have implemented adequate internal controls over disbursements.
2. Pre-audit all invoices presented for payment to determine:
3. Validity and accuracy of payment
4. Payment due date
5. Adequacy of documentation supporting payment
6. Legality of disbursement

7. Assure adequate control of signature stamps/plates.
8. Assure adequate control of negotiable instruments; and
9. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XV. N.C.G.S. § 133-32 and Executive Order 24:

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

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency. **OR** the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

GRANTEE:

Signature of Authorized Representative	Date
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Printed Name	Title
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WITNESS:

Signature	Date
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Printed Name	Title
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North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative	Date
--	------

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)**General Terms and Conditions****DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

STRAP Revised Scope of Work

Applicant Name: **Town of Mount Gilead**

SCOPE OF WORK							
Stream/Drainage Channel Name	Project Type	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair	
A Hammer Creek	Stream Debris Removal	2,250	Overgrowth of vegetation restricts stormwater flow. Town lift Station located near hammer creek frequently floods. Start: 35.21451, -79.99423 Stop: 35.20944, -79.98996	The Town seeks to clear vegetation from the stream to enable better flow of water during storm events.	0	\$85,000	
TOTALS:		2,250			0	\$85,000	

**CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,
SUSPENSION AND DRUG-FREE WORKPLACE**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____	_____
_____	_____
_____	_____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name:

County of Residence:

District Number *(MUST BE FILLED IN)*:

Tax Id Number:

UEI Number**:

I have started the UEI process but not received a UEI number.

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End:

Grantee's Website:

(MM/DD) Format

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Current project timeline: Begin date

End Date

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity.* MAX CHARACTERS: 300

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

Single County

Regional**

**If your answer is Regional, list all Counties that are receiving benefit:

Mountains

Piedmont

Inner Coastal Plain

Tidewater

Statewide



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Signature:	Signature:



50% Progress Report

This report should be completed and submitted to document each grantee’s progress towards having 50% of awarded funds encumbered by the deadline of **August 29, 2025**. Encumbered funds includes all funds reimbursed to date or allocated to a contract with a contractor, engineering firm, or other entity hired to assist in completing the StRAP project (even if no payments have been made to the contractor yet).

Submit completed report to: strap.report@ncagr.gov

Due NO LATER than August 29, 2025

Grantee	
Contract Number	
Date of Report	
Form Completed by (Name & Title)	
Email Address	

SECTION 1: FINANCIAL REPORTING

Amount of StRAP Contract: <i>(Between grantee and NC Division of Soil & Water Conservation)</i>			
Amount of funds encumbered: <i>(under contract with contractors, engineering firms, etc.)</i>			
Does this amount equal at least 50% of StRAP Contract	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		

- If you answered **YES**, complete section 2 and 3 of this report.
- If you answered **NO**, completed section 2 and 4 of this report.

SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information (Attach additional pages as necessary):

- Name and address of contractor
- Amount of contract
- Their involvement in the StRAP project (what stream sections they will complete, what engineering designs they will complete, etc.)
- Date contract was signed
- When is work expected to begin

SECTION 3: PROGRESS REPORT
(If 50% goal has been met)

Provide a detailed update on all work that has been completed since the contract with NC Division of Soil & Water Conservation was signed. This should be a detailed report that provides an update on both on-the-ground work, as well as all other tasks completed on the project (contacting landowners, bidding projects, drafting engineering designs, etc.). Attach additional pages as necessary.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes.

Printed Name and Title

Date

Signature

**SECTION 4: Progressing toward 50% goal
(If 50% goal has NOT been met)**

If you do not have 50% of project funds under contract, please provide a detailed explanation of why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to have 50% of the award under contract. Attach additional pages as necessary

Work Completed on Project to Date:

Reasons 50% Goal was not reached:

Details of project timeline moving forward:

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes.

Printed Name and Title

Date

Signature



Quarterly Report Form

Completed reports are due by the following dates: April 30 (Quarter 1 covering January-March), July 31 (Quarter 2 covering April-June), October 31 (Quarter 3 covering July-September), January 31 (Quarter 4 covering October-December). When all work is completed, submit a Final Report.

Submit completed report AND accompanying budget report to: strap.report@ncagr.gov

Quarterly

Final

Grantee	
Contract Number:	
Date of Report:	
Reporting Period: <i>(EX: Quarter 3, 2024)</i>	
Form Completed by (Name & Title):	
Email Address:	
Effective Date of Contract:	
End Data of contract:	

State Expenditures

Total State Contract Amount <i>(amount listed in StRAP contract and/or amendments)</i>	
Total Reimbursed by State this Reporting Period:	
Total Reimbursements from State:	
Balance of State Funds:	

Recipient Share (Match)- if applicable

Match is not required for StRAP projects. However, if you have matching funds used in addition to the State StRAP funding, you can list them below:

Source of Recipient Share (Match):	
Total Planned Recipient Share (Match) Amount:	
Recipient Share (Match) Expended to Date:	

Encumbered Amount

Encumbered amount is any portion of funds already paid out or under contract to complete work. Include any amount covered by all contracts you have made associated with StRAP project (EX: hiring contractors, engineering firms, or other entities contracted to work on StRAP project, even if payments to these entities have not been made yet).

Amount of Contract Encumbered:	
Amount of Contract Unencumbered:	

Encumbered plus unencumbered amounts should match total state contract amount.

Performance Report

Provide a description of work done this quarter. If no work was done this quarter, please explain.

On-the-Ground Work (stream debris removal, bank stabilization, etc.):

Planning Work (evaluating sites, contacting landowners, bidding projects, drafting engineering designs, etc.)

Scope of Work

Please list all segments on Scope of Work. Include: who the segment is contracted with, contractor's address, how much contract is for (linear feet and dollar amount), date work began/ended. If segment is not contracted with anyone yet, please explain why.

Please include all sites on your SOW, include those where work has already been completed

Timeline

Please provide a current timeline for the work that will be completed each quarter of your project. Please note any changes in this timeline since the last quarterly report was submitted. Mark any changes in **red ink** or **highlighter**

Time Period	Planned Work
Q3 (July-Sept) 2024	
Q4 (Oct-Dec) 2024	
Q1 (Jan-Mar) 2025	
Q2 (Apr-Jun) 2025	
Q3 (July-Sept) 2025	
Q4 (Oct-Dec) 2025	
Q1 (Jan-Mar) 2026	
Q2 (Apr-Jun) 2026	
Q3 (July-Sept) 2026	
Q4 (Oct-Dec) 2026	

If any delays or problems, please explain:

Project cost Status (If there are cost changes, please explain):

Signature

Authorized Signer _____

Date _____

Attach additional pages as necessary.

Streamflow Rehabilitation Assistance Program Project Invoice Form (ver. 2, 1/2024)

Please fill in Parts 1-7 in yellow and send with invoices and RFP summary to: strap.reimbursement@ncagr.gov		NOG NOT on SFL
Project Name: StRAP	Invoice #	
Grantee:	Payment Authorization	
Contract Number:	Tax ID #	
Contract Expiration Date:	Supplier #	
Request No.: Date:	Supplier Site	
	Distribution Code	
	Payment Amount	

Progress on Stream Segments:					
Segment Name (Use same site name as on Scope of Work) <i>Please add rows as needed and attach all invoices</i>	Feet Planned for Treatment	Feet of Stream Completed this Invoice	Total Feet of Stream Completed	Beaver Dams Removed	Description of Completed Work (EX: debris removal, bank stabilization)
Totals	0	0	0	0	
Total Streamwork Rehabilitation Reimbursement Requested this Invoice					

Progress on PL-566 Watershed Structure Improvement:		
Structure Name (Use same site name as on Scope of Work) <i>Please add rows as needed and attach all invoices</i>	Description of Completed Action	Extent of Completed Action (e.g., cu. yd. of sediment removed)
Totals		0
Total PL-566 Reimbursement Requested this Invoice		

Administration/Technical Assistance <i>(Not to exceed 15% of total contract funds expended to date, not including matching funds)</i>	Admin allowed (up to 15% of total reimbursements to date):	Admin Previously Invoiced :	Total Admin Invoiced to Date
	\$ -		\$ -
<i>Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, must attach supporting documentation).</i>			
Total Admin Reimbursement Requested this Invoice			



Request for Payment Summary

Submit with RFP to:
strap.reimbursement@ncagr.gov

Checklist

Request for Payment Form

Signed by Inspector

Signed by Grantee staff submitting form

Cover Sheet

Invoice from Contractor: The following needs to be included on each invoice submitted:

Stream Segment(s)- segment name on invoice should match name on Scope of Work

How many linear feet of work were completed

Contractor name and contact information

Date

Organization being billed by Contractor

Receipts/invoices/or other documents for administrative costs

Please list all attached documents below

Construction/Engineering Invoices

Invoice Number	Contractor Name	Linear Feet	Invoice Total
Total Construction Cost			

Administrative Expenses Receipts/Invoices/Documents

Date	Document Name	Taxes	Amount
Total Administrative Reimbursement			
Total Reimbursement Request			



Equipment Inventory Form

At the time of contract close-out, grantees should use this form to inventory all equipment with a value of \$500 or more that was purchased by the grantee using StRAP funds. If an item has been disposed of or lost, please indicate the manner of disposal (lost, damaged, used completely, etc.) in the "Current Location" column. For item description, cost, and reimbursement date, please refer to the invoice that was attached to the StRAP Request for Payment form when the item was reimbursed by StRAP. This form only needs to be completed for individual items with a value of \$500 or more. For example: if 5 sets of waders each costing \$125 were purchased together, these waders would NOT need to be documented on this form as the individual cost of each item is less than \$500.

Grantee Organization:	
Contract Number	
Employee completing form:	
Email:	
Date Completed	

Equipment Description	Current Location	Date Reimbursed (refer to date of request for)	Cost	Notes
Ex: Drone	Division office at 216 W Jones St, Raleigh	4/28/2023	\$1,000	used for surveying creeks

Signature of Employee Completing Form

Date



Work Hours Time Log

Submit for along with Request for Payment to:
strap.reimbursement@ncagr.gov

If they choose, StRAP grantee organizations may be reimbursed for time spent by their staff while working on the StRAP project. Grantees should use this form when requesting reimbursement for the time spent by their staff. Only time spent directly on StRAP work can be reimbursed. A separate form should be filled out for each employee. Provide a detailed daily description of the work completed in the time period to be reimbursed. **Any amount of staff time reimbursed is considered as project administration (which is capped at 15% of total reimbursements).** The first time this form is submitted for an employee, please include a letter from the finance office stating the employee's salary and benefits as an hourly rate. Please consult the StRAP contract for more information on using a portion of awarded funds for reimbursement of project administration costs.

Please attach a letter from your finance department outlining the employee's hourly pay rate.

Grantee:	
Contract	
Employee:	

Date	Activity	Hours	Rate	Reimbursement
Example: 2/22/2024	Example: Met with contractor on Jones Creek Segment 1 to review work. Walked entire 2,000 foot section to approve work. Answered contractors questions and confirmed work completed.	3	\$20/hr	\$60

Total Reimbursement:	0
-----------------------------	---

Employee Signature _____

Date _____

Supervisor Signature _____

Date _____



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business D
Submitted By: Dylan Haman	Department: Administration
Attachments: Project Ordinance Albert Johnson Memorial Pocket Park	

Topic: Pocket Park Project Ordinance

Staff Summary: The Town of Mount Gilead was awarded \$95,000 for the Construction of the Albert Johnson Memorial Pocket Park. The Town must establish a project ordinance/project fund to be separate and distinct from the General Fund for the purposes of constructing the park.

The Civitan Club has also pledged 7,500 for the project, and have discussed potentially adding additional funding. We plan to utilize this funding on a reimbursable basis, as if it were grant funding from the state.

Direct Cost: \$12,500	Line Item Utilized – Project Fund
Amount Remaining after Action: -	In Current Budget: Yes/No
Plans if Not in Current Budget:	

Staff Recommendation: Staff Recommends Approving the proposed Project Ordinance.

Examples of Motions:

Approve: I make a motion to approve the proposed Project ordinance for the purpose of establishing the Albert Johnson Memorial Pocket Park Project Fund.

Deny: I make a motion to deny the proposed Project Ordinance.

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

Town of Mount Gilead, North Carolina
Project Ordinance
Albert Johnson Memorial Pocket Park

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

Section 1. The Project Authorized is the Construction of the Albert Johnson Memorial Pocket Park to be financed by the North Carolina Department of Commerce Rural Infrastructure Division – Rural Downtown Economic Development Grant Program, cash donations from the Mount Gilead Civitan club, Land Donations from the Mount Gilead Community Foundation, and Local Dollars.

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

Section 3. The following amounts are designated as expenditures for the project:

Construction – Design Documents	\$12,500
Construction – Materials and Labor	90,000
Construction Management	10,000
Landscaping	2,500
Total	\$115,000

Section 4. The Following Revenues are anticipated to be available to complete this project:

NC Commerce RDED Grant Funding	\$95,000
Donation from the Civitan Club	7,500
Grant Match Transferred from the General Fund	4,750
Local Funds Transferred from the General Fund	7,750
Total	\$115,000

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

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

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

Section 8. Copies of this capital project ordinance shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and Finance Officer for direction in carrying out this project.

Adopted this ___ day of _____, 2024

Attest: _____
Lessie D. Jackson, Town Clerk

Sheldon Morley, Mayor



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business E
Submitted By: Dylan Haman	Department: Administration
Attachments: 95.49 Planting Strip and Driveway Maintenance	

Topic: Planting Strip Maintenance

Staff Summary: Historically, some residents in Mount Gilead have experienced confusion regarding who is responsible for mowing and maintaining the planting strip abutting their property. Some confusion lies in the ownership of the right of way, differences between NCDOT and Municipal Roads which are not readily clear to residents, and the lack of a local ordinance to direct the maintenance of the right of way.

The purpose of this ordinance is to clarify maintenance responsibility. The Ordinance would be local law stating that “It shall be the responsibility of the abutting property owner to maintain any property or driveway between the property line and the curb of a paved street.”

Direct 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 proposed ordinance.

Examples of Motions:

Approve: I make a motion to approve the proposed Planting Strip Maintenance Ordinance.

Deny: I make a motion to deny the proposed Planting Strip Maintenance 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

Be it Ordained by the Mount Gilead Board of Commissioners, That Section 95 of the Mount Gilead Code of Ordinances be amended as follows:

95.49 Planting Strip and Driveway Maintenance

It shall be the responsibility of the abutting property owner to maintain any property or driveway between the property line and the curb of a paved street.

Penalty, see § 10.99

Adopted this the Third day of September, 2024.

Sheldon Morley, Mayor

(Seal)

Lessie D. Jackson, Town Clerk



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business F
Submitted By: Dylan Haman	Department: WWTP
Attachments: WWTP Backup ORC Position	

Topic: Waste Water Treatment Plant Backup ORC Position

Staff Summary: Staff believes it prudent to establish a Full-Time Backup position for Donna Mills at the WWTP. The purpose of this position will be to find a qualified individual to work with Donna and absorb her institutional knowledge of the plant and how it functions.

This is essentially a succession plan for the WWTP as Donna has expressed her interest in retiring at some point in the next few years.

Direct Cost: 41,000-57,920.20	Line Item Utilized –
Amount Remaining after Action: -	In Current Budget: Yes/No
Plans if Not in Current Budget:	

Staff Recommendation: Staff Recommends Approving the proposed position.

Examples of Motions:

Approve: I make a motion to approve the proposed position for the WWTP Backup ORC.

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

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

Waste Water Treatment Plant Backup ORC

Qualifications:

- Graduation from high school, with the possession of a North Carolina Grade III or Grade IV Biological Water Pollution Control System Operator Certificate, or the ability to acquire the Certificate within 6 months of hire. The Ideal candidate will have at least three years' experience in Wastewater Treatment.

Salary and Benefits:

41,000-57,920.20, Pension under the LGERS, 5% 401k Match, Healthcare through the NCSHP, Dental Insurance, Vision Insurance, Life Insurance; Vacation time, Sick Time, and Holiday Pay.

Duties and Responsibilities:

- Works closely with the Wastewater Treatment Plant ORC in their operations of the Town of Mount Gilead's Wastewater Treatment Plant and serves as the backup Operator in Responsible Charge (ORC). This person manages daily operations of the Wastewater treatment plant including all areas of Maintenance, Operations, Bio-Solids, and Laboratory Functions. This person ensures all work activities are performed safely and meet quality and efficiency standards; ensures operations meet applicable state and federal compliance regulations and monitors the use of funds and other allocated resources while ensuring work stays within budgetary limits. This position reports to the WWTP ORC. The backup ORC position is designed as a portion of the Mount Gilead Succession plan and it is expected that the Backup ORC will take on the duties and functions of the ORC in 3 to 5 years.
- Perform any and all functions necessary to operate and maintain equipment in Wastewater Treatment Plant including but not limited to adjusting valves, pumps, and other equipment in the plant.
- Duties also include lawn maintenance, painting, and light janitorial work. Shift work required.
- Collect Process Control and Compliance Data
- Check Influent and Effluent PH Samples Daily
- Monitor Chlorine, Caustic and bisulfate rates
- Conduct light maintenance and help with major maintenance when needed.
- Mow, Weed eat, and conduct general maintenance around the plant.
- Calibrate process meters when needed.
- Clean, Condition, and check all equipment digesters, and filters.
- Participates in long and short term planning to include budgeting, the development goals and objectives, and the prioritization and scheduling of maintenance and capital projects.
- Manage and coordinate work with Consulting Engineers, vendors, and contractors
- Maintains records on chemical usage and storage, equipment operation and personnel attendance.
- Coordinate with appropriate operations personnel to insure state required NPDES reporting is complete and inspection requirements are met.

- Discuss and monitor status of industries and make recommended or required enforcement changes by approving various industrial permits and issuing violations and/or fines under the supervision of the ORC and Town Manager.

Knowledge Skills and abilities

- Possession of a Valid North Carolina Driver's License; NCWWTF Grade III or higher.
- Thorough knowledge of the operating characteristics of wastewater treatment plants.
- Thorough knowledge of biological, chemical and mechanical principles pertinent to treatment plant operations.
- Thorough knowledge of the occupational hazards of the work and of necessary safety precautions.
- Considerable knowledge of applicable federal, state, and local laws, ordinances, and permitting requirements.
- Considerable knowledge of the maintenance requirements of plant equipment and facilities.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures.
- Ability to conduct basic laboratory tests.
- ability to read meters, charts, and technical manuals and drawings accurately and to maintain records of shift operations.

Physical requirements

Must be able to perform the basic life functions of climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, and repetitive motions. Must be able to perform heavy work exerting up to 100 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 50 pounds of force frequently; and/or up to 20 pounds of force constantly. Must possess the visual acuity necessary to operate machines and equipment including close inspection of moving and small parts, using measurement devices, perform assembly and fabrication of parts, prepare data records and operate a computer terminal.

NOTE: This Job description is not intended to be an exhaustive list of all duties, responsibilities, or qualifications associated with the job. Other duties may be assigned.

- We may require a background check that may include criminal, motor vehicle, sexual offender registry, pre-employment drug screening or others based on job requirements.
- Unless otherwise required by state law, a record of conviction will not automatically exclude you from consideration for employment.



TOWN OF MOUNT GILEAD

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

MEMORANDUM

DATE: September 3, 2024
TO: Mayor and Board of Commissioners
FROM: Dylan Haman, Town Manager
RE: Financial Status of Grant Projects (as of August 22, 2024)

GRANT NAME	EXPENDITURES TO DATE	GRANT REVENUES TO DATE	TOTAL GRANT FUNDING	TOTAL LOCAL FUNDS
1. Stormwater AIA	\$6,250	\$0.00	\$350,000	-
2. Lilly's Bridge Force Main Improvement Project	\$53,894.00	\$53,894.00	\$7,880,000	-
3. Stanback Park Drainage Improvements	\$77,017.50	\$77,017.50	\$1,807,000	-
4. Sanitary Sewer Improvements	\$154,350.00	\$123,000.00	\$3,500,000	-
5. Wastewater AIA	\$139,067.83	127,925.00	\$140,000	\$7,000
6. Water AIA	\$139,067.83	\$139,068.00	\$140,000	\$7,000
7. StRAP	\$0.00	\$0.00	85,000	-
8. RDED Pocket Park	\$0.00	\$0.00	95,000	-
9. ARP Funds (expended June 30, 2023)	\$363,952.48	\$363,952.48	\$363,952.48	-
TOTAL	\$933,599.48	\$884,856.98	\$14,360,952.48	\$14,000

1. Our Engineers began working on this project recently, which is why there is not substantial financial activity in this fund. This project will ultimately be 100% Grant Funded. We are currently waiting on NCDEQ to reimburse us \$6,250.00 and the grant requisition has been submitted.
2. We expect to receive the next invoice for this project soon. Staff met recently with our engineers to discuss the 40% design of the project. This project funding has also been increased to \$7,880,000. The Developer has agreed to fund any amount over the \$7,880,000.
3. Engineers have submitted an amended scope on this project due to the original Stormwater Drainage Pond being cost-prohibitive. We currently have balanced expenditures and revenues, but expect new invoices soon.

4. This project design is completed. Our Engineers have submitted the project for NCDEQ's review and we should begin the bidding process soon. We are currently waiting on NCDEQ to reimburse \$31,350. This project is fully funded up to \$3,500,000 by NCDEQ.
5. Wastewater AIA. This project is completed and we are currently waiting on the Closeout Process from NCDEQ which will include the final reimbursement amount. This AIA cost \$7,000 of local funding.
6. Water AIA. This project is completed and we are waiting on the Closeout by NCDEQ. This project cost \$7,000 of local funding.
7. StRAP Grant. No activity for these dollars to date.
8. RDED Pocket Park. No Activity for these dollars to date.
9. This funding was utilized for revenue replacement on June 30, 2023. This project is now closed out.

TOTAL GRANT FUNDING \$14,360,952.48



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 09/03/2024	Agenda Item Number: New Business H
Submitted By: Dylan Haman	Department: Administration
Attachments: Resolution by Governing Body of Applicant	

Topic: CDBGI Application Resolution

Staff Summary: The Town of Mount Gilead Held a Public Hearing Earlier this meeting regarding the Towns intent to Apply For CDBG-I Funding for a water infrastructure Project. Staff has surveyed the residences in the area and are prepared to submit the application for grant funding. This step of the application requires a resolution from the Town Board authorizing staff to submit the application.

Direct 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 proposed CDBGI Application Resolution

Examples of Motions:

Approve: I make a motion to approve the proposed CDBGI Application Resolution

Deny: I make a motion to deny the proposed CDBGI Application Resolution

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

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Vera Richardson
Mary Lucas

Town Manager
Dylan Haman

Town Clerk
Lessie D. Jackson

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD Small Cities (States) CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The Town of Mt Gilead has need for and intends to implement a construction project described as the Julius Chambers Ave DCBG-I Water Line Rehabilitation/Replacement Project in the areas of Julius Chambers Ave; Lewis St; North Pine St; Marshall St; Hoffman Dr; Williams St; Emmaline St; Highland Av; Hillcrest Av; and McAuley Church Rd, and

WHEREAS, The Town of Mt Gilead intends to request State grant assistance for the project,

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

That Town of Mt Gilead, the **Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Dylan Haman, Town Manager, the **Authorized Representative**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the Third Day of September at Mt Gilead, North Carolina.

(Signature of Chief Executive Officer)

(Title)

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Mt Gilead does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Mt Gilead duly held on the Third day of September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

(SEAL)

Note: an Attestation by the Clerk/Recording Officer may be used in lieu of the Form for Certification by the Recording Officer.



TOWN OF MOUNT GILEAD

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

MEMORANDUM

DATE: 8-30-2024
TO: Mayor and Board of Commissioners
FROM: Dylan Haman, Town Manager
RE: Managers Update

1. Staff is continuing to work on the Mount Gilead Fall Festival. Shirts will be coming in early September, and we plan to sell them for \$20.00. We have about 30 vendor applications so far, which is slightly lower than last year. We do still have a month for vendors to apply before the application deadline. If you or anyone you know are interested in being a vendor, please let staff know.
2. LKC Engineering will be submitting their third attempt at DWI approval to begin the bid Procedure for the Lift Station 6 project. I have spoken to DWI this morning, who tell Staff that they plan to issue approval upon receipt of their most recent comments.
3. Staff will be meeting with LKC Engineering next week regarding the Stanback Park Drainage Project. LKC is behind schedule on the project, and their sub consultant has changed principle engineers. This is the third change in principle engineers since the Commissioners have awarded this project to LKC approximately two years ago. Staff issued their concern to Adam Kiker, one of the Owners of LKC in February, however, LKC has yet to receive approval on their Preliminary Engineering Report.
4. Withers Ravenel is approximately 30% through Design of the Lilly's Bridge Force Main Project. This project is currently on schedule and staff feel comfortable with Withers Ravenel's ability to meet our commitment deadlines.
5. Staff has completed the two week audit period. Town Auditor Deneal Bennett with JB Watson is completing the financial statements and expects improvement in the audit submission date and overall findings due to overall improvements implemented by staff. I would like to highlight Town Finance Officer Lee Ann Haithcock for her hard work this year to improve the town's financial position.
6. Labor Day is the final day that the Pool is open.
7. The RC2 Implementation Grant opens in September. We plan to apply for a streetscape design. We currently have an RFQ on the town website. Mayor Sheldon and Town Manager Dylan Haman will graduate from the RC2 program in September as well.
8. Staff plans to issue an RFQ for WWTP Expansion planning. This expansion planning is extremely important due to the growth happening around the Lake Tillery Corridor and future needs at the WWTP.