

ITEM IX. ADJOURNMENT



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

110 West Allenton Street, Mount Gilead, North Carolina, 27306
July 1, 2025

The Mount Gilead Board of Commissioners met on Tuesday, July 1, 2025, at 7:00 p.m. at the Mount Gilead Fire Department, 106 East Allenton St, Mt Gilead, NC 27306, for the regular monthly business meeting. Mayor Sheldon P. Morley, Mayor Pro-Tem Tim McAuley, Commissioner Paula Covington, Commissioner Mary Lucas, Commissioner Vera Richardson, Interim Town Manager Michael Ferris, Police Chief Talmadge LeGrand, Public Works Director James “Wahoo” McCormick, Michael Harvey N-Focus, and Town Clerk Lessie D. Jackson.

ITEM I. CALL TO ORDER (Mayor Morley)
Mayor 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 (Action)

- A. Adoption of the Agenda
- B. Adoption of the Board of Commissioner Meeting Minutes from the June 3 Regular Session.
- C. Staff Reports

***Commissioner Richardson made a motion to adapt the consent agenda. Commissioner Covington seconded the motion. The motion carried.

ITEM III. PUBLIC COMMENT

- A. Reading of the Rules for Public Comment (Mayor Morley)
 - *Tom Garner-130 Scenic Dr.-Report to the Board his concerns about all neighbors being concern about heavy equipment up and down Emerald Shores Rd. The road is a thin piece of pavement, and the concerns of the culverts under Emerald Shores Dr. not having proper drainage. Second concern is how they have no communication with the Board or Lennar in reference to the project, and the third commit is what plan for the entrance at Emerald Shores is?
 - **Trey Salley-114 Montview Dr.-Came before the Board with concerns, concerning how the lack of information about the responsible person post the hearing.
 - *** Jones Almond-210 E. Allenton St.-Mr. Almond spoke on his continued support of not removing the cement drainage at the park.

ITEM IV. PUBLIC HEARING

- A. Conduct a Public Hearing and Consider Amendments to the Town’s Comprehensive Land Use Plan for The Retreat Development.
 - ***Mr. Michael Harvey came before the Board to give a brief recap and status.**
 - **Commissioner Richardson made a motion open the public hearing and consider amendment of the town comprehensive land use plan for the retreat development. Commissioner Lucas seconded the motion. The motion carried.
 - ***Mayor Pro Tem McAuley made a motion to adopt the amendment to the Town’s Comprehensive Land Use Plan for The Retreat Development. Commissioner Richardson seconded the motion. The motion carried.
 - ****Commissioner Lucas made a motion to close the public hearing and go back into open session. Commissioner Richardson seconded the motion. The motion carried

B. Conduct a Public Hearing and Consider the Initial Zoning Assignment for The Retreat Development.

Commissioner Richardson made a motion to open the hearing to consider the Initial Zoning Assignment for The Retreat Development. Commissioner Covington seconded the motion. The motion carried.

--Mr. Michael Harvey explain to the Board the terms of the zoning for the Retreat Development project.

*Mark Casper-331 Emerald Shores Rd.-Mr. Casper came before the Board with concerns about The Retreat Development, asking the Board to add additional conditions to the Retreat Development project.

**Russ Bernthal-695 Emerald Shores Rd.-Came before the Board to give his opinion on making two new entrances, and about the sewer issues at Emerald Shores. Also, concern about what is the development sequence.

ITEM V. NEW BUSINESS

A. Establish Filing Fees for 2025 Municipal Elections.

After a brief discussion with the Board, the decision was made by the Board to leave the filing fees at \$5.00. Commissioner Lucas made a motion to leave the filing fees at \$5.00. Commissioner Covington seconded the motion. The motion carried.

ITEM VI. COMMITTEE REPORTS

A. Community Garden

**Mary Poplin updated the Board on the past and present events of the garden.

ITEM VII. MANAGER REPORT

(Michael Ferris)

Michael Ferris interim town manager gave an update to the Board on projects that is coming up, and the projects that the employees are still working on.

ITEM VIII. MAYOR AND COMMISSIONERS REPORT

(Information)

Mayor Morley gave an update on projects he is working on and gave an update on his health.

ITEM IX. CLOSED SESSION

Adjourn to a Closed Session pursuant to NCGS143-318.11(a) (6) - Personnel

*Commissioner Richardson made a motion to go into closed session in pursuant to NCGS143-318.11(a) (6) – Personnel. Commissioner Covington seconded the motion. The motion carried.

**Commissioner Covington made a motion to come out of closed session and go into open session. Mayor Pro Tem McAuley seconded the motion. The motion carried.

ITEM IX. ADJOURNMENT

***Mayor Pro Tem McAuley made the motion to adjourn the meeting until August 7, 2025 at 6:00 p.m. at the Fire Department. Commissioner Richardson seconded the motion. The motion carried.

Sheldon P. Morley, Mayor

Lessie D. Jackson, Town Clerk



Town of
**MOUNT GILEAD POLICE
DEPARTMENT**

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

MEMORANDUM

To: Barrett Brown
 Town Manager

From: Talmedge LeGrand
 Chief of Police

Date: July, 2025

Subject: Mount Gilead Police Department Monthly Report for July, 2025

This month the Police Department has had a few things on our agenda. The department participated in the street dance with the concerned citizens. The Police Department also participated in the peach festival and their parade. It was a hot one but was really rewarding with all of the children and families having a great time.

At the department we have had several issues involving homelessness in our town. The Police are committed and finding solutions to help those that are in need. We have made several new contacts to help whenever issues may arise.

While students have been out of school, officers at the department were glad to receive an invitation to have Pizza With A Cop! We had a great time and look forward to it again very soon.

Officers at the department have been in training classes to help serve their community.

Administration and Patrol

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

Montgomery County Communications
199 South Liberty St Troy , NC 27371

CFS By Department - Select Department By Date
For MT GILEAD POLICE DEPT 07/01/2025 00:00 - 07/31/2025 23:59

MT GILEAD POLICE DEPT	Count	Percent
911 HANG UP	5	4.85%
ALARM (NOT FIRE) COMMERCIAL	3	2.91%
ALARM (NOT FIRE) RESIDENTIAL	5	4.85%
ALLERGIES (REACTIONS) - ENVENOMATIONS	1	0.97%
ASSAULT (NO INJURIES)	1	0.97%
ASSIST MOTORIST	2	1.94%
B-E	2	1.94%
CARELESS & RECKLESS	1	0.97%
CITIZEN ASSIST	2	1.94%
CIVIL	6	5.83%
COMMUNICATING THREATS	1	0.97%
DOMESTIC	5	4.85%
DRUG VIOLATION	1	0.97%
ESCORT	7	6.80%
FIGHT	1	0.97%
FOLLOWUP INVESTIGATION	2	1.94%
FRAUD	1	0.97%
HARASSMENT/STALKING	2	1.94%
INFORMATION	3	2.91%
JUVENILE(s)	2	1.94%
LARCENY	1	0.97%
MISSING/LOST PERSON	1	0.97%
MUTUAL AID - ASSIST OUTSIDE AGENCY	2	1.94%
NOISE VIOLATION	2	1.94%
ROAD HAZARD	1	0.97%
SECURITY CHECK	1	0.97%
SERVE PAPER	1	0.97%
SPECIAL ASSIGNMENT	1	0.97%
STRANDED/ABANDONED BOAT/VEH	1	0.97%
SUSPICIOUS PERSON/VEH/ACTIVITY	24	23.30%
TRAFFIC ACCIDENTS (PD)	1	0.97%
TRAFFIC STOP	6	5.83%
TRANSPORTATION PI	1	0.97%
TRESPASSING	1	0.97%
UNCONSCIOUS - FAINTING (NEAR)	1	0.97%
WANTED PERSON	1	0.97%
WELFARE CHECK	4	3.88%
Total Records For MT GILEAD POLICE DEPT	103	Group/Total 100.00%
Total Records	103	

Montgomery County Communications
199 South Liberty St Troy , NC 27371

CFS By Department/Unit/Date
07/01/2025 - 07/31/2025

MT GILEAD POLICE DEPT

701		
CIVIL	1	0.87%
DOMESTIC	1	0.87%
DRUG VIOLATION	1	0.87%
ESCORT	2	1.74%
TRAFFIC STOP	1	0.87%
UNCONSCIOUS - FAINTING (NEAR)	1	0.87%
WANTED PERSON	1	0.87%
Unit Total	8	
702		
911 HANG UP	3	2.61%
ALARM (NOT FIRE) RESIDENTIAL	2	1.74%
B-E	2	1.74%
CIVIL	2	1.74%
DOMESTIC	2	1.74%
ESCORT	3	2.61%
FIGHT	1	0.87%
FOLLOWUP INVESTIGATION	1	0.87%
HARASSMENT/STALKING	1	0.87%
JUVENILE(s)	1	0.87%
MUTUAL AID - ASSIST OUTSIDE AGENCY	1	0.87%
NOISE VIOLATION	1	0.87%
STRANDED/ABANDONED BOAT/VEH	1	0.87%
SUSPICIOUS PERSON/VEH/ACTIVITY	14	12.17%
TRAFFIC STOP	4	3.48%
WELFARE CHECK	3	2.61%
Unit Total	42	
703		
ALARM (NOT FIRE) RESIDENTIAL	1	0.87%
ASSIST MOTORIST	2	1.74%
CIVIL	4	3.48%
COMMUNICATING THREATS	1	0.87%
DOMESTIC	1	0.87%
ESCORT	2	1.74%
INFORMATION	1	0.87%
LARCENY	1	0.87%
SERVE PAPER	1	0.87%
TRAFFIC STOP	1	0.87%
WELFARE CHECK	1	0.87%
Unit Total	16	

MT GILEAD POLICE DEPT

704		
COMMUNICATING THREATS	1	0.87%
Unit Total	1	
705		
ALARM (NOT FIRE) RESIDENTIAL	1	0.87%
ALLERGIES (REACTIONS) - ENVENOMATIONS	1	0.87%
ASSAULT (NO INJURIES)	1	0.87%
CARELESS & RECKLESS	1	0.87%
ESCORT	1	0.87%
FOLLOWUP INVESTIGATION	1	0.87%
FRAUD	1	0.87%
HARASSMENT/STALKING	1	0.87%
INFORMATION	1	0.87%
MUTUAL AID - ASSIST OUTSIDE AGENCY	1	0.87%
SUSPICIOUS PERSON/VEH/ACTIVITY	2	1.74%
TRAFFIC STOP	2	1.74%
TRANSPORTATION PI	1	0.87%
UNCONSCIOUS - FAINTING (NEAR)	1	0.87%
WANTED PERSON	1	0.87%
Unit Total	17	
706		
911 HANG UP	2	1.74%
ALARM (NOT FIRE) COMMERCIAL	3	2.61%
ALARM (NOT FIRE) RESIDENTIAL	2	1.74%
CITIZEN ASSIST	2	1.74%
DOMESTIC	2	1.74%
INFORMATION	1	0.87%
JUVENILE(s)	1	0.87%
MISSING/LOST PERSON	1	0.87%
NOISE VIOLATION	1	0.87%
ROAD HAZARD	1	0.87%
SECURITY CHECK	1	0.87%
SPECIAL ASSIGNMENT	1	0.87%
SUSPICIOUS PERSON/VEH/ACTIVITY	9	7.83%
TRAFFIC ACCIDENTS (PD)	1	0.87%
TRAFFIC STOP	1	0.87%
TRESPASSING	1	0.87%
UNCONSCIOUS - FAINTING (NEAR)	1	0.87%
Unit Total	31	
Department Total	115	100.00%

Montgomery County Communications
199 South Liberty St Troy , NC 27371

CFS Report - Bv Dept/Date With Notes
MT GILEAD POLICE DEPT
07/01/2025 - 07/31/2025

CFS #	Date/Time	Location	Call Type	Disposition
202515395	07/01/2025 01:35:24	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706		Init St: digging in back door		
Notes:				
202515396	07/01/2025 01:39:06	102 W SECOND AVE, MT GILEAD	INFORMATION	CLEAR-10-24
Units: 706		Init St: wants to spk to officer		
Notes:				
202515403	07/01/2025 05:03:58	156 WINGATE PL, MT GILEAD	911 HANG UP	CLEAR-10-24
Units: 706		Init St: arguing in background, plotted in stanly but stanly adv he gave her this address, we have priors with this phone number		
Notes: SSIMPSON 07/01/2025 05:22:37 E,F,L,R,O 706 ADV BOTH PARTIES ARE HIGHLY 10-56, ADV THEY WILL SEPARATE FOR THE NIGHT				
202515420	07/01/2025 12:11:37	NORTHVIEW RD \ NC HWY 73 W	COMMUNICATING THREATS	CIVIL ACTION ADVISED
Units: 703, 704		Init St: THOMAS GRAHAM THREATENING HER.. GRAY SHORTS WHITE TANK TOP WHITE HAT .. UNK WEAPONS.. BLUE CRV		
Notes:				
202515474	07/01/2025 22:39:01	MT GILEAD CHILDRENS GROUP HOME 205 E INGRAM ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	CLEAR-10-24
Units: 706		Init St: 2 perimeter burg alarms, ref# 81551		
Notes: JWHITAKER 07/01/2025 22:46:00 E,F,L,R,O CLEAR-10-24 - 706 adv accidental				
202515475	07/02/2025 00:12:38	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706		Init St: REQ RIDE THROUGH		
Notes:				
202515477	07/02/2025 01:08:33	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706		Init St: REQ RIDE THROUGH		
Notes:				
202515521	07/02/2025 14:11:15	6381 NC HWY 73 W, MT GILEAD	ALLERGIES (REACTIONS) - ENVENOMATIONS	CLEAR-10-24
Units: 705		Init St: STUNG BY A BEE; TROUBLING BREATHING AND SWELLING; PROGRESSIVELY GETTING WORSE		
Notes: ESLAGLE 07/02/2025 14:11:48 E 23-year-old, Male, Conscious, Breathing. ESLAGLE 07/02/2025 14:12:11 E 23-year-old, Male, Conscious, Breathing. Chief Complaint: Allergies (Reactions) / Envenomations (Stings, Bites) Dispatch Level: 02D02				

CFS #	Date/Time	Location	Call Type	Disposition
Response: Delta CADCode: 2D02 JHENLEY 07/02/2025 14:12:19 E,F,L,R,O 372 ENROUTE FROM TROY ESLAGLE 07/02/2025 14:12:25 E 23-year-old, Male, Conscious, Breathing ESLAGLE 07/02/2025 14:16:50 E,F,L,R,O STUNG X2; BUTT CHECK AND ONE ON HIS HAND ESLAGLE 07/02/2025 14:24:39 E,F,L,R,O 705 ADVISING 23Y/O MALE IS A DIABETIC; STUNG X2; SITTING DOWN; CONSCIOUS				
202515589	07/03/2025 11:20:29	N MAIN ST \ PARKERTOWN RD	HARASSMENT/STALKING	UNABLE TO LOCATE- CONTACT-AREA CHECKED
Units: 705			Init St: HARASSMENT FROM THOMAS GRAHAM WALKING TOWARDS PARKER TOWN; ADVISING SHE TOOK PAPERS OUT OF HIM	
Notes: ESLAGLE 07/03/2025 11:20:29 E,F,L,R,O THOMAS LOMAC GRAHAM 02/28/1971 7872373 NC 25CR349201-610 North Carolina Warrant for Arrest MONTGOMERY MISDEMEANOR STALKING THOMAS GRAHAM THOMAS L GRAHAM VR DCR Unserved MBRITT 07/03/2025 11:38:46 E,F,L,R,O UNABLE TO LOCATE-CONTACT-AREA CHECKED - 705 ADV CHECKED THE AREA UTC				
202515604	07/03/2025 15:11:35	301 CLINTON ST, MT GILEAD	ALARM (NOT FIRE) RESIDENTIAL	CLEAR-10-24
Units: 703, 705			Init St: 10-46 upstairs motion detector no contact	
Notes: MBRITT 07/03/2025 15:11:35 E,F,L,R,O kh: calvin rushing 910-439-5645 MBRITT 07/03/2025 15:11:46 E,F,L,R,O REF# 5682407136 MBRITT 07/03/2025 15:18:30 E,F,L,R,O CLEAR-10-24 - 703 ADV EVERYTHING 10-4				
202515623	07/03/2025 18:02:00	W ALLENTON ST \ N MAIN ST	TRAFFIC STOP	CLEAR-10-24
Units: 702, 703, 705			Init St:	
Notes: SLATHAM 07/03/2025 18:06:24 E,F,L,R,O 076R000060.NC2K.QG.20250703180823. TO: MMC1 -627051 20250703 18:08:23 00065A3DA7 FROM: NC2K 20250703 18:08:23 1L012A6F025F0A2QG NC062023N NO RECORD SER/1C046464				
202515635	07/03/2025 19:51:23	S WADESBORO BLVD \ W ALLENTON ST	TRAFFIC STOP	CITATION(S) ISSUED
Units: 702			Init St:	
Notes:				

CFS #	Date/Time	Location	Call Type	Disposition
202515672	07/04/2025 01:17:34	1466 NC HWY 109 S, MT GILEAD	WELFARE CHECK	CLEAR-10-24
Units: 702			Init St: 15yo friend says she took all her pills, clr is in texas, told him she couldn't feel anything now, only has her on snap chat and her first name	
Notes: JWHITAKER 07/04/2025 01:18:13 E,F,L,R,O clr doesn't have enough information, they are going to try to get some more and will call back JWHITAKER 07/04/2025 01:34:57 E,F,L,R,O shelby dunivant on pee dee rd JWHITAKER 07/04/2025 01:51:49 E,F,L,R,O the caller called back adv her last name, they can only see her location on snap chat, she has no 27, theres no dunivants in the county by 27s, 1 in rms and its this address 1466 nc hwy 109s, they adv they think thats the correct res, it has a red roof BSALAZAR 07/04/2025 02:10:20 E,F,L,R,O 133 ADV HE MADE CONTACT WITH MOTHER. MOTHER IS GOING TO WAKE UP DAUGHTER				
202515674	07/04/2025 02:10:42	WADEVILLE UNITED METHODIST CHURCH 1356 NC HWY 109 S, MT GILEAD	STRANDED/ABANDONED BOAT/VEH	UNABLE TO LOCATE-CONTACT-AREA CHECKED
Units: 702			Init St: gray honda accord, flat tire	
Notes: BSALAZAR 07/04/2025 04:04:43 E,F,L,R,O UNABLE TO LOCATE-CONTACT-AREA CHECKED - 702 ADV UNABLE TO LOCATE VEHICLE WITH FLAT TIRE HOWEVER A VEHICLE WITH 10-28 OF JHH4147 WAS LEFT UNATTENDED IN THE AREA OF SAME				
202515997	07/06/2025 21:14:41	JULIUS CHAMBERS AVE \ N MAIN ST	TRAFFIC STOP	CLEAR-10-24
Units: 706			Init St: X1 OCCUP	
Notes:				
202516015	07/07/2025 04:38:31	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706			Init St: REQ RIDE THROUGH	
Notes:				
202516065	07/07/2025 17:52:20	6006 PLEASANT VALLEY RD, MT GILEAD	DOMESTIC	CLEAR-10-24
Units: 701, 702			Init St: SHAQUETA JOHNSON, BUSTED SIDE WINDOW OUT, WINDSHIELD WIPER & WINDSHIELD, WEARING PINK NIGHT GOWN, WALKING AROUND WITH THE WINDSHIELD WIPER	
Notes: JHENLEY 07/07/2025 18:13:20 E,F,L,R,O TIREA RASHAED SIMS 10/10/1994 25CR224452-830 North Carolina Warrant for Arrest STANLY INJURY TO PERSONAL PROPERTY DV Unserved JHENLEY 07/07/2025 18:23:03 E,F,L,R,O 701 ADV 163557 10-72 1X 1FM SSIMPSON 07/07/2025 18:23:45 E,F,L,R,O mag notified				
202516086	07/08/2025 00:26:39	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702			Init St:	
Notes:				
202516088	07/08/2025 00:49:18	174 PEE DEE RD, MT GILEAD	DOMESTIC	CLEAR-10-24

CFS #	Date/Time	Location	Call Type	Disposition
Units: 702			Init St: mom and her boyfriend are fighting, no weapons. boyfriend keep pushing mom down on the ground. son will be outside wearing all black	
Notes: JHENLEY 07/08/2025 01:23:05 E,F,L,R,O CLEAR-10-24 - 133 ADV THAT THE VICTIM LEFT PRIOR TO ARRIVAL				
202516089	07/08/2025 01:42:31	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702			Init St:	
Notes:				
202516093	07/08/2025 02:24:02	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702			Init St:	
Notes:				
202516167	07/08/2025 16:47:07	NC HWY 73 W \ PEE DEE RD	CARELESS & RECKLESS	UNABLE TO LOCATE- CONTACT-AREA CHECKED
Units: 706			Init St: LARGE BLK TRUCK ALL OVER THE RDWAY; RUNNING VEHICLES OFF THE RDWAY COMING INTO MT GILEAD	
Notes:				
202516176	07/08/2025 18:14:09	LITTLE RIVER UNITED METHODIST CHURCH 774 NC HWY 731 W, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	UNABLE TO LOCATE- CONTACT-AREA CHECKED
Units: 702			Init St: W SUV ON BACK WINDOW SAYS COUTRNEY & JOEY MOORE, RIDING IN THE AREA SUS, 10-28 ON VEH IS KNJ0925 RAN & PLATE DOES NOT EXIST, 705 IS REQ SAME TO BE CHECKED	
Notes: SLATHAM 07/08/2025 18:28:23 E,F,L,R,O 702 ADV UNABLE TO LOCATE WHITE TRUCK				
202516182	07/08/2025 18:51:29	539 PARKERTOWN RD, MT GILEAD	B-E	WARRANTS ADVISED
Units: 702			Init St: PRIOR B&E AT THIS RESD, CLLR IS NOW AT HER AUNTS HOUSE, ML SUBJ STOLE HER HOUSE KEY & BROKE INTO HER HOUSE & BROKE HER PHONE, CLLR IS NOT SURE IF ML SUBJ IS STILL INSIDE OF THE RESD OR NOT, CLLR REQ A 10-21 IN REF TO SAME	
Notes: JHENLEY 07/08/2025 18:53:45 E,F,L,R,O SENT 702 CALLERS NAM & PS#				
202516184	07/08/2025 19:07:43	526 PARKERTOWN RD, MT GILEAD	CIVIL	CLEAR-10-24
Units: 702			Init St: ML SUBJ RICK BO BO, ML CALLER KEEPS HANGING UP & REFUSING TO GIVE ANY MORE INFO, CLLD BCK AND A FM ADV SAME IS CLLD REQ LAW DUE TO RICK BO BO MESSING WITH SAME	
Notes:				
202516185	07/08/2025 19:08:16	BLAKES GROCERY 102 NC HWY 731 E, MT GILEAD	WELFARE CHECK	ARREST(s)
Units: 702			Init St: W/M & W/F CAME INTO THE STORE BEFORE IT CLOSED, TENSION BETWEEN COUPLE, MALE ASKED EMPLOYEE IF THEY SOLD FIREARMS THERE. THEY HAVE BEEN SITTING IN THE PVA FOR THE LAST HOUR IN A WHITE SMALL SUV. FM HAS BLONDE HAIR. CALLER REQ TO SPEAK W/ DEPUTY.	
Notes: SLATHAM 07/08/2025 20:23:57 E,F,L,R,O 076W0000AH.NC2K.QWA 20250708202240. TO: MMC1 -627910 20250708 20:22:40 0006617720 FROM: NC2K 20250708 20:22:39				

CFS #	Date/Time	Location	Call Type	Disposition
1L012A6F025FC72QWA NC062023N				
***MESSAGE KEY QWA SEARCHES ALL NCIC PERSONS FILES WITHOUT LIMITATIONS. MKE/WANTED PERSON EXL/1 - FULL EXTRADITION ORI/NC0630100 NAM/M00RE, WILLIAM JOSEPH SEX/M RAC/W POB/NC DOB/19891220 HGT/508 WGT/158 EYE/BR0 HAI/GRY FBI/F23V57LN4 CTZ/US SKN/FAR SMT/TAT R HND SOC/243656700 OLN/31202117 OLS/NC OLY/2031 OFF/LARCENY DOW/20250626 OCA/250512487 WNO/25CR344962 MIS/FULL EXTRADITION 25CR344962-620 FELONY LARCENY LARCENY FROM CONSTRUCTION MIS/SITE POSS STOLEN PROP 25CR346180-620 OBT PROP FALSE PRETENSE HABITUAL FELON MIS/TATT00 OF HEART ON RT HAND-WHITNEY ON RT SHOULDER-M00RE ON BACK AFTER HOURS MIS/CALL 911 CENTER 910-947-2911 DNA/N SNU/26 SNA/CROW LANE CTY/CAMERON STA/NC ZIP/28326 COU/M00RE ORI IS ABERDEEN PD 910 944-9721 SMT/TAT BACK SMT/TAT R SHLD SOC/243653700 IMN/I373150529 IMT/M NIC/W592273786 DTE/20250626 1528 EDT DLU/20250627 1744 EDT IMMED CONFIRM WARRANT AND EXTRADITION WITH ORI IMR/MUGSHOT IMAGE NAM:M00RE, WILLIAM JOSEPH DOB:19891220 RAC:W HGT:508 WGT:158 DOI:20240430				
SLATHAM 07/08/2025 20:25:22 E,F,L,R,O				
MKE/WANTED PERSON - CAUTION CMC/05 - VIOLENT TENDENCIES EXL/1 - FULL EXTRADITION ORI/NC0630000 NAM/M00RE, WILLIAM JOSEPH SEX/M RAC/W DOB/19891220 HGT/508 WGT/160 EYE/BLU HAI/BLN FBI/F23V57LN4 SKN/FAR SMT/TAT BACK SOC/243656700 OLN/31202117 OLS/NC OLY/2031 OFF/LARCENY DOW/20250703 OCA/2025-01902 WNO/25CR350938 MIS/FELONY WARRANTS WITH FULL EXTRADITION WARRANTS ARE FOR FELONY LARCENY AND MIS/FELONY BREAK AND ENTERING SUBJ IS KNOWN TO CARRY A FIREARM DNA/N ORI IS MOORE CO SO CARTHAGE 910 947-2931 SMT/TAT R SHLD IMN/I373172543 IMT/M NIC/W342283637 DTE/20250703 1602 EDT DLU/20250703 1606 EDT IMMED CONFIRM WARRANT AND EXTRADITION WITH ORI IMR/MUGSHOT IMAGE NAM:M00RE, WILLIAM JOSEPH DOB:19891220 RAC:W HGT:508 WGT:160				
SLATHAM 07/08/2025 20:25:33 E,F,L,R,O				
MKE/WANTED PERSON EXL/4 - NO EXTRADITION - INSTATE PICK-UP ONLY. SEE MIS FIELD FOR LIMITS ORI/NC0430000 NAM/M00RE, WILLIAM JOSEPH SEX/M RAC/W POB/NC DOB/19891220 HGT/508 WGT/158 EYE/BR0 HAI/GRY FBI/F23V57LN4 SKN/FAR SMT/TAT BACK SOC/243656700 OLN/31202117 OLS/NC OLY/2031 OFF/LARCENY DOW/20250626 OCA/25003437 WNO/25CR344982420 MIS/NO EXT IN STATE PICK UP ONLY// I FELONY LARCENY II POSS STOLEN GOODS/PROP MIS/III FELONY FELONY CONSPIRACY //TATT00 BACK M00RE, TATT00 RIGHT SHOULDER MIS/WHITNEY// POSS OPER A 1998 CHEV GMT-400 1500 LIC/JK0925 LIS/NC LIY/2025 LIT/TK VIN/1GCEK19R0WE132744 VYR/1998 VMA/CHEV VST/PK DNA/N ADD/01 - RESIDENCE (LAST KNOWN) DDA/20250626 SNU/26 SNA/CROW LN CTY/CAMERON STA/NC ZIP/28326				

CFS #	Date/Time	Location	Call Type	Disposition
		CTY/CAMERON STA/NC ZIP/28326 COU/HARNETT ORI IS HARNETT CO SO LILLINGTON 910 893-9111 AKA/MOORE,WILLIAM J SOC/243653700 IMN/1833142033 IMT/M SUPPLEMENTAL ADDRESS INFORMATION ADD/05 - OTHER DDA/20240911 SNU/128 SNA/WESTSIDE DR CTY/CAMERON STA/NC ZIP/28326 COU/HARNETT		
		NIC/W202198819 DTE/20250626 1514 EDT DLU/20250626 1521 EDT IMMED CONFIRM WARRANT AND EXTRADITION WITH ORI IMR/MUGSHOT IMAGE NAM:MOORE,WILLIAM JOSEPH DOB:19891220 RAC:W HGT:508 WGT:158		
	SLATHAM 07/08/2025 20:33:15 E,F,L,R,O			
		WFA MOORE CO X3 25CR344962-620 25CR346180-620 25CR350938-620		
		WFA HARNETT CO X3 25CR344982-420 25CR298471-420 25CR323640-420		
		WFA DURHAM CO 25CR344038-310		
	JHENLEY 07/08/2025 20:37:44 E,F,L,R,O			
		UNKNOWN.NLETS.YR.20250708203925. TO: MMC -1397516 20250708 20:39:25 438019E5BD FROM: NLETS 20250708 20:39:24 * MESSAGE ATL-ROUTED FROM DEVICE: MMA YR.NC0630000. 17:37 07/08/2025 01608 17:37 07/08/2025 20787 NC0620000.*175204F019.TXT		
		**** HIT CONFIRMATION RESPONSE **** THE RECORD BELOW IS CONFIRMED OCA/2025-01902.NIC/W342283637 *** WANTED PERSON *** NAM/MOORE,WILLIAM JOSEPH.DOB/1989-12-20.SEX/M. SUBJECT IS STILL WANTED BY OUR AGENCY NAME OF CONFIRMER: DEANA BAXTER CONFIRMING AGENCY: MOORE COUNTY SHERIFFS OFFICE		
	SLATHAM 07/08/2025 20:38:57 E,F,L,R,O			
		076W0000B8.NC2K.LW.20250708204102. TO: MMC1 -627923 20250708 20:41:02 0006617DD3 FROM: NC2K 20250708 20:41:02 1L012A6F025FCC4LV NC0620000 LOCATE NIC/W342283637 OCA/2025-01902		
	SLATHAM 07/08/2025 20:48:26 E,F,L,R,O			
		SECOND HIT CONFIRMATION REQ SENT TO ABERDEEN PD & HARNETT CO		
		076W0000BP.YQ.NC062023N.NC0630100.TXT RTY/WP.RNO/2.PRI/U OCA/250512487.NIC/W592273786. NAM/MOORE,WILLIAM JOSEPH.DOB/19891220.SEX/M. RNA/141 DEPUTY WATKINS.RAG/MONTGOMERY COUNTY SO. REM/DEPUTY WATKINS HAS THIS SUBJ IN CUSTODY CAN YOU ADV IF STILL WANTED		
		076W0000BS.YQ.NC0620000.NC0430000.TXT RTY/WP.RNO/2.PRI/U OCA/25003437.NIC/W202198819. NAM/MOORE,WILLIAM JOSEPH.DOB/19891220.SEX/M. RNA/141 DEPUTY WATKINS.RAG/MONTGOMERY COUNTY SO. REM/DEPUTY WATKINS HAS THIS SUBJ IN CUSTODY CAN YOU ADV IF STILL WANTED		

CFS #	Date/Time	Location	Call Type	Disposition
	JHENLEY 07/08/2025 20:50:35 E,F,L,R,O			
	UNKNOWN.NLETS.YR.20250708205225			
	TO: MMC -1397518 20250708 20:52:25 438019E766			
	FROM: NLETS 20250708 20:52:25			
	* MESSAGE ATL-ROUTED FROM DEVICE: MMA			
	YR.NC0430000			
	17:50 07/08/2025 02033			
	17:50 07/08/2025 20965			
	NC0620000.*0DD404487D.TXT			
	**** HIT CONFIRMATION RESPONSE ****			
	THE RECORD BELOW IS CONFIRMED			
	OCA/25003437.NIC/W202198819.			
	*** WANTED PERSON ***			
	NAM/MOORE,WILLIAM JOSEPH.DOB/1989-12-20.SEX/M.			
	NAME OF CONFIRMER: T BLACKMAN			
	CONFIRMING AGENCY: HARNETT CO			
	SLATHAM 07/08/2025 20:53:53 E,F,L,R,O			
	076W0000BW.NC2K.LW.20250708205558.			
	TO: MMC1 -627937 20250708 20:55:58 00066182F9			
	FROM: NC2K 20250708 20:55:58			
	1L012A6F025FD14LW			
	NC0620000			
	LOCATE NIC/W202198819 OCA/25003437			
	SLATHAM 07/08/2025 20:54:03 E,F,L,R,O			
	UNKNOWN.NLETS.YR.20250708205435.			
	TO: MMC1 -627935 20250708 20:54:35 438019E7A7			
	FROM: NLETS 20250708 20:54:35			
	YR.NC063013N.			
	17:52 07/08/2025 02098			
	17:52 07/08/2025 20992			
	NC062023N.*026501029C.TXT			
	**** HIT CONFIRMATION RESPONSE ****			
	THE RECORD BELOW IS IN PROCESS OF BEING CONFIRMED			
	ADDITIONAL HOURS REQUIRED: 1			
	OCA/250512487.NIC/W592273786.			
	*** WANTED PERSON ***			
	NAM/MOORE,WILLIAM JOSEPH.DOB/1989-12-20.			
	NAME OF CONFIRMER: TC BROOKE PEOPLES			
	CONFIRMING AGENCY: MOORE COUNTY PUBLIC SAFETY			
	JHENLEY 07/08/2025 20:57:39 E,F,L,R,O			
	UNSOL.HNA.SEND.20250708205843.			
	TO: MMC -1397519 20250708 20:58:43 0DD404487E			
	FROM: HNA 20250708 20:58:43			
	* MESSAGE ATL-ROUTED FROM DEVICE: MMA			
	SEND NC0620000.			
	CAN YOU ADVISE A POINT OF CONTACT FOR MY DEPUTY TO CONTACT REF MOORE,WILLIAM			
	JOSEPH			
	SLATHAM 07/08/2025 21:00:06 E,F,L,R,O			
	141's info sent to HNA via DCI			
	SLATHAM 07/08/2025 21:01:34 E,F,L,R,O			
	UNKNOWN.NLETS.YR.20250708210258.			
	TO: MMC1 -627940 20250708 21:02:58 438019E951			
	FROM: NLETS 20250708 21:02:57			
	YR.NC0630100.			
	18:00 07/08/2025 02524			
	18:00 07/08/2025 21081			
	NC062023N.*026501029D.TXT			
	**** HIT CONFIRMATION RESPONSE ****			
	THE RECORD BELOW IS CONFIRMED			
	OCA/250512487.NIC/W592273786.			
	*** WANTED PERSON ***			
	NAM/MOORE,WILLIAM JOSEPH.DOB/1989-12-20.			
	LT JESSE SMITH IS REQUESTING A LOCATE AND A PHONE CALL FROM ARRESTING OFFICER			
	DEPUTY JAMARINE			

CFS #	Date/Time	Location	Call Type	Disposition
DEPUTY WATKINS NAME OF CONFIRMER: LT JESSE SMITH CONFIRMING AGENCY: ABERDEEN PD PHONE: 9109861625 SLATHAM 07/08/2025 21:03:19 E,F,L,R,O 076W0000CB.NC2K.LW.20250708210523. TO: MMC1 -627946 20250708 21:05:23 0006618696 FROM: NC2K 20250708 21:05:22 1L012A6F025FD44LW NC0620000 LOCATE NIC/W592273786 OCA/250512487				
202516205	07/08/2025 23:28:06	BLACKWOOD CHAPEL BAPTIST CHURCH 5159 PEKIN RD, CANDOR	TRAFFIC STOP	ARREST(s)
Units: 702 Init St:				
Notes: SSIMPSON 07/08/2025 23:58:10 E,F,L,R,O SBI ON SCENE PER 604 SSIMPSON 07/08/2025 23:59:47 E,F,L,R,O 133 REQ 404 10-25 WITH THEM AT S/O JHENLEY 07/09/2025 00:48:20 E,F,L,R,O 702 ADV LYDAS TOWING IS ON SCENE SSIMPSON 07/09/2025 01:36:15 E,F,L,R,O MAG NOTIFIED				
202516210	07/09/2025 00:55:27	BLACKWOOD CHAPEL BAPTIST CHURCH 5159 PEKIN RD, CANDOR	ESCORT	CLEAR-10-24
Units: 702 Init St: LYDAS TOWING				
Notes:				
202516211	07/09/2025 01:09:16	111 S CEDAR ST, MT GILEAD	JUVENILE(s)	CLEAR-10-24
Units: 702 Init St: CAMDEN JUV GRANDSON IS MELTDOWN, GRANDMOTHER IS REQ AN OFFICER TO 10-25 WITH HER & SPEAK TO HER GRANDSON TO HELP CALM HIM DOWN				
Notes: JHENLEY 07/09/2025 01:13:56 E,F,L,R,O SENT CLLRS NAM & PS# TO 702 SSIMPSON 07/09/2025 01:26:31 E,F,L,R,O ADV THE GRANDMA TO GIVE SGT A CALL AT 9 AM TOMORROW @ PD				
202516213	07/09/2025 02:17:29	MT GILEAD PD 123 N MAIN ST, MT GILEAD	FOLLOWUP INVESTIGATION	REPORT TAKEN
Units: 702 Init St:				
Notes:				
202516222	07/09/2025 08:09:02	503 N MAIN ST, MT GILEAD	ASSIST MOTORIST	CANCELED-10-22
Units: 703 Init St: SIG1				
Notes: RATKINSON 07/09/2025 08:10:31 E,F,L,R,O CALLER CANCELLED SAME				
202516280	07/09/2025 18:15:43	MARSHALL ST \ JULIUS CHAMBERS AVE	ROAD HAZARD	CLEAR-10-24
Units: 706 Init St: tree down w/ powerline				
Notes: JHENLEY 07/09/2025 18:21:55 E,F,L,R,O 706 ADV THAT ENTIRE MARSHALL STREET WILL BE SHUT DOWN UNTIL TREE REMOVED JHENLEY 07/09/2025 18:22:50 E,F,L,R,O 706 ADV MULTIPLE LINES ARE DOWN, ADV ST 2 COME OFF JULIUS CHAMBER OFF MARSHALL ST				

CFS #	Date/Time	Location	Call Type	Disposition
SSIMPSON 07/09/2025 18:24:02 E,F,L,R,O duke adv there is an outage in the area, crews has been dispatched... ticket # 15830347 SSIMPSON 07/09/2025 18:31:31 E,F,L,R,O e211 adv there is nothing they can do until power lines are removed. adv they are blocking area off with caution tape, leo will be at the other end the st waiting on duke				
202516285	07/09/2025 19:47:58	C'S - FOOD CENTER 101 JULIUS CHAMBERS AVE, MT GILEAD	CITIZEN ASSIST	CLEAR-10-24
Units: 706			Init St: some girl got in the car with her going to church and was having issues at home and someone funneled her gas out of her car and now she is stuck. unk what exactly happened, clr was very distraught	
Notes:				
202516289	07/09/2025 21:08:26	R&R SMOKE & VAPE 211 N MAIN ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	CLEAR-10-24
Units: 706			Init St: front door zone 1 x2 spoke with owner, sammy, adv to dispatch 910-585-1952 op #7045 .. ref # 2237563	
Notes:				
202516293	07/09/2025 21:31:26	C'S - FOOD CENTER 101 JULIUS CHAMBERS AVE, MT GILEAD	CITIZEN ASSIST	CLEAR-10-24
Units: 706			Init St: lady stuck in the ditch, not hurt. brown mercury, adv her car is down in the ditch and one end of the car is lifted up in the air and she cant get out. adv the police gave her the wrong directions earlier	
Notes: JHENLEY 07/09/2025 21:36:19 E,F,L,R,O 706 ADV VEH IS COMPLETTY STUCK IN DITCH				
202516301	07/10/2025 00:23:52	311 E INGRAM ST, MT GILEAD	ALARM (NOT FIRE) RESIDENTIAL	CLEAR-10-24
Units: 706			Init St: KITCHEN & LIVING ROOM MOTION DETECTOR, SOMEONE ANSWERED & ADV HIS NAME IS NICK & GAVE THE WRONG PASSCODE, REF 1144294	
Notes: JHENLEY 07/10/2025 00:24:37 E,F,L,R,O SHOULD BE JIM SHARPE 910-439-8992				
202516324	07/10/2025 10:54:39	C'S - FOOD CENTER 101 JULIUS CHAMBERS AVE, MT GILEAD	ASSIST MOTORIST	CLEAR-10-24
Units: 703			Init St: honda element green 10-36 sig 1	
Notes:				
202516359	07/10/2025 16:34:46	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	SERVE PAPER	CLEAR-10-24
Units: 703			Init St: people outside arguing	
Notes:				
202516377	07/10/2025 20:55:27	4254 NC HWY 109 S, MT GILEAD	TRESPASSING	CLEAR-10-24
Units: 706			Init St: belligerent brother is there and wants him off property. tyrone davis	
Notes: BSALAZAR 07/10/2025 21:40:52 E,F,L,R,O 123 ADV 10-40 SSIMPSON 07/10/2025 21:53:27 E,F,L,R,O mag notified				
202516388	07/11/2025 01:31:52	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706			Init St: req ride through	

CFS #	Date/Time	Location	Call Type	Disposition
Notes:				
202516414	07/11/2025 13:33:43	MT GILEAD PD 123 N MAIN ST, MT GILEAD	FRAUD	MESSAGE DELIVERED
Units: 705			Init St:	
Notes:				
202516458	07/11/2025 22:40:36	WASHINGTON PARK RD \ PARKERTOWN RD	TRAFFIC STOP	CLEAR-10-24
Units: 702			Init St:	
Notes:				
202516477	07/12/2025 05:15:53	LILLYS BRIDGE BOAT LANDING 1097 LILLYS BRIDGE RD, MT GILEAD	911 HANG UP	CLEAR-10-24
Units: 702			Init St: clr adv he was at the boat landing and there was a guy there, then the phone disconnected. att cb x4 and went straight to vm each time.	
Notes:				
202516513	07/12/2025 12:55:09	MT GILEAD PD 123 N MAIN ST, MT GILEAD	MUTUAL AID - ASSIST OUTSIDE AGENCY	WARRANTS ADVISED
Units: 705			Init St: 705 REQ DEP 10-18	
Notes:				
202516536	07/12/2025 16:23:22	PARK-MT GILEAD-STANBACK PARK-POOL 205 E ALLENTON ST, MT GILEAD	INFORMATION	CLEAR-10-24
Units: 705			Init St: LARGE PAVILION, INSPECTION	
Notes:				
202516540	07/12/2025 16:56:07	MT GILEAD PD 123 N MAIN ST, MT GILEAD	SPECIAL ASSIGNMENT	CLEAR-10-24
Units: 706			Init St: 706 ADV "DOWNTOWN MT GILEAD"	
Notes:				
202516549	07/12/2025 19:29:46	BLAKEWOOD APTS MT GILEAD 308 S WADESBORO BLVD, MT GILEAD	HARASSMENT/STALKING	MESSAGE DELIVERED
Units: 702			Init St: CLLR IS ML'S PLATOON SGT (KRISTOPHER HOLDER) LIVES @ THIS ADDR, HIS NEIGHBOR HAS BEEN HARRASSING HIM, HOLDER SUBJ IS FIXING TO DEPLOY & IS AFFRAID OF LEAVING HIS WIFE ALONE THERE	
Notes: JHENLEY 07/12/2025 19:35:22 E,F,L,R,O SENT 702 CLLRS NAM & PS#				
202516557	07/12/2025 20:50:17	110 CIRCLE DR, MT GILEAD	CIVIL	CLEAR-10-24
Units: 702			Init St: HUSBAND SAYS THAT HE IS COMING TO GET THINGS IN THE MORNING, CALLER WANTS AN OFC THERE BUT WANTS TO SPEAK WITH SOMEONE FIRST. HUSBAND TRIED TO DRAIN BANK ACCTS.	
Notes: SLATHAM 07/12/2025 20:52:44 E,F,L,R,O NAME AND NUMBER SENT TO 702				
202516582	07/13/2025 00:47:06	300 S WADESBORO BLVD, MT GILEAD	NOISE VIOLATION	UNABLE TO LOCATE- CONTACT-AREA CHECKED
Units: 702			Init St: HEARS LOUD MUSIC IN THE AREA, JUST WANTS THE AREA CHECKED FOR SAME	
Notes:				

CFS #	Date/Time	Location	Call Type	Disposition
202516586	07/13/2025 01:26:22	110 CIRCLE DR, MT GILEAD	ESCORT	MESSAGE DELIVERED
Units: 702			Init St: FM ADV HER HUSBAND JUST SHOWED UP, WANTING TO GET HIS STUFF.	
Notes: JHENLEY 07/13/2025 01:28:28 E,F,L,R,O SENT 702 CLLRS NAM & PS#				
202516587	07/13/2025 01:29:43	110 CIRCLE DR, MT GILEAD	ESCORT	MESSAGE DELIVERED
Units: 702			Init St: IS REQ A 10-59 TO GET HIS BELONGINGS FROM THE RESD, CLLR WAS ADV TO WAIT IN HIS VEH TILL THE OFFICER GETS THERE	
Notes:				
202516598	07/13/2025 04:20:53	MM56-SOUTH BOUND-US 220 ALT N-ETHER/STEEDS EXIT 2201 73- 74 S, STAR	MUTUAL AID - ASSIST OUTSIDE AGENCY	UNABLE TO LOCATE- CONTACT-AREA CHECKED
Units: 702			Init St: PASSING BLACK ANKLE EXIT SILVER CORVETTE THAT WAS INVOLVED IN A B&E, RANDOLPH CO ADV THEY ARE 10-22 THE 10-43, RCSO LOST SIGHT OF THE VEH, THEY ARE GOING TO STAY IN THE AREA TO ATL SAME	
Notes: JHENLEY 07/13/2025 04:32:03 E,F,L,R,O WAS INVOLVED IN A FELONY B&E IN SEAGROVE, RANDOLPH CO WILL CALL BACK & ADV ONCE THEY HAVE A 10-28 JHENLEY 07/13/2025 04:42:06 E,F,L,R,O UNSOL.RNC.SEND.20250713044229. TO: MMC -1398441 20250713 04:42:29 214205E8C1 FROM: RNC 20250713 04:42:28 SEND 50, *****SPECIAL ATTENTION MONTGOMERY, MOORE, AND RICHMOND COUNTY*** ****BOLO***** MID-2000S SILVER CORVETTE INVOLVED IN AT LEAST X2 GAS STATION BREAK INS.. SAME FLED FROM LAW ENFORCEMENT..LAST SEEN TRAVELING AT A HIGH RATE OF SPEED SOUTHBOUND ON 73/74 AT MM 56...IF LOCATED STOP HOLD AND NOTIFY RANDOLPH COMMUNICATIONS 336-318-6923 JHENLEY 07/13/2025 04:45:46 E,F,L,R,O 520 ADV HE HAS THE CORVETTE, GOING PAST BOJANGLES SLATHAM 07/13/2025 04:46:24 E,F,L,R,O WALMART HIGHRATE OF SPEED SLATHAM 07/13/2025 04:47:07 E,F,L,R,O PAPERTAG SILVER OLDER MODEL CORVETTE SLATHAM 07/13/2025 04:47:13 E,F,L,R,O TRAFFIC LIGHT SLATHAM 07/13/2025 04:47:51 E,F,L,R,O JUST PASSED 133 GLENN RD SLATHAM 07/13/2025 04:48:24 E,F,L,R,O GLENN RD SLATHAM 07/13/2025 04:48:46 E,F,L,R,O 133 ADV NOTIFY 130 SLATHAM 07/13/2025 04:49:48 E,F,L,R,O LOST VISUAL, PASSING PRISON SLATHAM 07/13/2025 04:50:36 E,F,L,R,O 307 ADV S ON N MAIN ST SLATHAM 07/13/2025 04:52:08 E,F,L,R,O PASSING PAGE ST SLATHAM 07/13/2025 04:53:41 E,F,L,R,O LOST VISUAL SLATHAM 07/13/2025 04:54:30 E,F,L,R,O				

CFS #	Date/Time	Location	Call Type	Disposition
133 ADV NOTIFY STANLY JHENLEY 07/13/2025 04:55:07 E,F,L,R,O WM DRIVER JHENLEY 07/13/2025 04:55:15 E,F,L,R,O WITH LED HEADLIGHTS SLATHAM 07/13/2025 04:55:53 E,F,L,R,O STANLY NOTIFIED SLATHAM 07/13/2025 05:01:44 E,F,L,R,O 133 ADV UNABLE TO LOCATE, CHECKED 24/27 TO GARRISON BRIDGE				
202516629	07/13/2025 17:39:59	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	UNABLE TO LOCATE- CONTACT-AREA CHECKED
Units: 705 Init St: BL TRUCK WITH A LADDER ON THE TRUCK, ML IS WALKING AROUND ON THE ROOF OF THE ELEMENTARY, RIGHT IN THE FRONT OF THE BUILDING				
Notes: BSALAZAR 07/13/2025 17:45:33 E,F,L,R,O VEHICLE IS LEAVING THE SCENE. VEHICLE IS TRAVELING DOWN ON BRAXTON ST				
202516633	07/13/2025 18:02:36	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702, 705 Init St: DUPLICATE CALL				
Notes: BSALAZAR 07/13/2025 18:12:53 E,F,L,R,O CLEAR-10-24 - 702 ADV CALLER IS POSSIBLY 10-55 AS WELL AS 10-73.				
202516649	07/13/2025 21:39:20	102 W SECOND AVE, MT GILEAD	911 HANG UP	MESSAGE DELIVERED
Units: 702 Init St: CALLER ADV SHE WANTED AN OFFICER TO CHECK ON HER AT 2 AM BECAUSE SHE WAS ALONE AND THEN DISCONNECTED.				
Notes: BSALAZAR 07/13/2025 21:40:06 E,F,L,R,O UNABLE TO MAKE VOICE CONTACT WITH CALLER AFTER TWO ATTEMPTS.				
202516666	07/14/2025 02:41:29	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	MESSAGE DELIVERED
Units: 702 Init St: req ride through				
Notes:				
202516667	07/14/2025 02:54:16	RUSS DR \ LILLYS BRIDGE RD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702 Init St: FEDERAL AVIATION COMMUNICATIONS CLLD & ADV THAT A GREEN LASER SHINED INTO THE COCKPIT OF AN AIRCRAFT FLYING OVER LAKE TILLERY AND ILLUMINATED THEIR COCKPIT FOR SEVERAL MINUTES				
Notes: JHENLEY 07/14/2025 02:54:16 E,F,L,R,O 35 DEGREES, 13 MINUTES, 48 SECONDS 80 DEGREES WEST, 3 MINUTES, 36 SECONDS EAST OF LAKE TILLERY WEST OF MT. GILEAD JHENLEY 07/14/2025 03:03:27 E,F,L,R,O 35.23 N -80.06 W				
202516669	07/14/2025 04:04:22	LILLYS BRIDGE RD \ BIG OAK LN	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702 Init St:				
Notes: JHENLEY 07/14/2025 04:12:37 E,F,L,R,O CLEAR-10-24 - 702 ADV LOCATED A BATTERY PACK ALUMINATING DEVICE & NO ONE WAS AROUND THE DEVICE				
202516681	07/14/2025 08:46:23	503 N MAIN ST, MT GILEAD	LARCENY	REPORT TAKEN

CFS #	Date/Time	Location	Call Type	Disposition
Units: 703			Init St: REF TO STOLEN TAG	
Notes: ESLAGLE 07/14/2025 09:03:16 E,F,L,R,O REPORT TAKEN - PAPER TAG WAS TAKEN				
202516682	07/14/2025 09:36:14	110 CIRCLE DR, MT GILEAD	CIVIL	CLEAR-10-24
Units: 703			Init St: REF TO ESTRANGED HUSBAND DAVE SMITH TOOK HER VEH	
Notes: ESLAGLE 07/14/2025 09:36:30 E,F,L,R,O SENT NAME AND NUMBER TO 703 PS				
202516717	07/14/2025 14:40:40	444 PARKERTOWN RD, MT GILEAD	DOMESTIC	CLEAR-10-24
Units: 703			Init St: OPEN LINE .. FEMALE ASKING FOR HELP.. WEAPONS IN THE RESD NONE ARE OUT .. ADV MALE ACTING OUT	
Notes:				
202516731	07/14/2025 16:52:45	PARK-MT GILEAD-STANBACK PARK-POOL 205 E ALLENTON ST, MT GILEAD	CIVIL	REPORT TAKEN
Units: 703			Init St:	
Notes:				
202516743	07/14/2025 18:24:16	524 PARKERTOWN RD, MT GILEAD	UNCONSCIOUS - FAINTING (NEAR)	CLEAR-10-24
Units: 701, 705, 706			Init St: BROTHER IS NOT RESPONDING.. CLR NOT ON SCENE, HAD TO WALK TO A DIFFERENT HOUSE HOLD TO USE A PHONE	
Notes: SSIMPSON 07/14/2025 18:25:19 E 51-year-old, Male, Not Conscious, Breathing status unknown. SSIMPSON 07/14/2025 18:25:24 E 51-year-old, Male, Not Conscious, Breathing status unknown. Chief Complaint: Unconscious / Fainting (Near) Problem Desc: BROTHER IS NOT RESPONDING Dispatch Level: 31D02 Response: Delta CADCode: 31D02 SSIMPSON 07/14/2025 18:25:37 E 51-year-old, Male, Not Conscious, Breathing status unknown. Reconfigure Level: 31D01 Response: Delta CADCode: 31D01 Comment:Unable to Complete SSIMPSON 07/14/2025 18:25:47 E 51-year-old, Male, Not Conscious, Breathing status unknown. Comment:Unable to Complete SSIMPSON 07/14/2025 18:26:27 E 51-year-old, Male, Not Conscious, Breathing status unknown. Reconfigure Level: 31D02 Response: Delta CADCode: 31D02 Comment:Unable to Complete SSIMPSON 07/14/2025 18:26:47 E Comment:Unable to Complete SSIMPSON 07/14/2025 18:53:55 E,F,L,R,O 706 REQ ANOTHER UNIT DUE TO AN INDV ON SCENE. 112 ADV TO HOLD HIS JUV CALL AND HE IS 10-17 SLATHAM 07/14/2025 18:57:34 E,F,L,R,O MED 1 REQ ME TO CALL SUPERVISOR PHONE				

CFS #	Date/Time	Location	Call Type	Disposition
SLATHAM 07/14/2025 18:59:02 E,F,L,R,O TRIED STEPHANIE WILLIAMS, GOES TO VM SLATHAM 07/14/2025 19:01:12 E,F,L,R,O MADE CONTACT WITH ME CRYSTAL RICHARDSON, GAVE HER INFO SLATHAM 07/14/2025 19:29:09 E,F,L,R,O BODY LEFT WITH LEO WAITING ON ME				
202516802	07/15/2025 12:54:48	6006 PLEASANT VALLEY RD. MT GILEAD	ESCORT	CLEAR-10-24
Units: 703 Init St: 10-12 SIL ROGUE PVA OF THE PD Notes:				
202516835	07/15/2025 18:06:03	FOOD KING MT GILEAD 112 S MAIN ST, MT GILEAD	TRAFFIC ACCIDENTS (PD)	CLEAR-10-24
Units: 706 Init St: 10-50 PD ONLY FORD ESCAPE AND VICTORY MOTORCYCLE Notes:				
202516836	07/15/2025 18:16:53	MT GILEAD ELEMENTARY 102 S SCHOOL ST, MT GILEAD	DOMESTIC	CLEAR-10-24
Units: 706 Init St: MALE AND FM ARGUING, BOTH BLACK, UNK DES Notes:				
202516895	07/16/2025 14:10:10	503 N MAIN ST, MT GILEAD	FOLLOWUP INVESTIGATION	CLEAR-10-24
Units: 705 Init St: Notes:				
202516897	07/16/2025 14:56:30	C'S - FOOD CENTER 101 JULIUS CHAMBERS AVE, MT GILEAD	ASSAULT (NO INJURIES)	CLEAR-10-24
Units: 705 Init St: CALLER ADV HE WAS ASSULTED. UNK BLK MALE CALLER IS BLEEDING FROM THE ARM REFUSED EMS. Notes: RCOLLINS 07/16/2025 14:57:24 E,F,L,R,O CALLER ADV SUBJ BLK MALE TOOK OFF IN UNK DOT. CALLER DID NOT PROVIDE CLOTHING DESP ESLAGE 07/16/2025 15:22:08 E,F,L,R,O CLEAR-10-24 - VICTIM REFUSES TO PRESS CHARGES				
202516961	07/17/2025 13:39:16	W ALLENTON ST \ S WADESBORO BLVD	TRANSPORTATION PI	CLEAR-10-24
Units: 705 Init St: 2 VEH SIDE SWIPED IN THE INTERSECTION Notes: JHENLEY 07/17/2025 13:41:05 E 1st Party - Age unknown, Male, Conscious, Breathing. Unknown number of patients involved. JHENLEY 07/17/2025 13:41:16 E 1st Party - Age unknown, Male, Conscious, Breathing. Unknown number of patients involved. Chief Complaint: Traffic Collision / Transportation Incident Problem Desc: TRANSPORTATION PI Dispatch Level: 29B05 Suffix: X Response: Bravo CADCode: 29B05X JHENLEY 07/17/2025 13:45:29 E,F,L,R,O 705 ADV CAN 10-22 EMS & FIRE JHENLEY 07/17/2025 13:48:11 E,F,L,R,O 705 ADV C25 ON SCENE DIRECTING TRAFFIC				
202516967	07/17/2025 15:02:09	310 E ALLENTON ST, MT GILEAD	TRAFFIC STOP	CLEAR-10-24
Units: 701, 705 Init St: 701 RECIEVED A 10-21 IN REF TO A ELDERLY ML SUBJ				

CFS #	Date/Time	Location	Call Type	Disposition
POSSIBLY STRANED AT THIS LOCATION				
Notes: JHENLEY 07/17/2025 15:49:57 E,F,L,R,O				
CLEAR-10-24 - 701 ADV FM IS STILL ON SCENE, STILL TRYING TO LOCATE A PLACE FOR HER				
202516982	07/17/2025 17:32:25	113 S SCHOOL ST, MT GILEAD	B-E	REPORT TAKEN
Units: 702			Init St: someone broke into her house	
Notes:				
202516994	07/17/2025 20:49:20	702 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	MESSAGE DELIVERED
Units: 702			Init St: RIDE THRU THE AREA & CHECK SAME	
Notes:				
202517004	07/17/2025 23:55:06	347 WOODYARD RD, MT GILEAD	ALARM (NOT FIRE) RESIDENTIAL	BUILDING SECURE
Units: 702			Init St: ruby watkins res, back door, no contact	
Notes: JWHITAKER 07/18/2025 00:14:26 E,F,L,R,O				
133 adv home owners dog jumped the fence, got a ps# fro prior calls and tried to call but no answer				
202517099	07/19/2025 00:55:31	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706			Init St: REQ RIDE THROUGH	
Notes:				
202517105	07/19/2025 03:10:57	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	DID NOT RESPOND
Units: 706			Init St:	
Notes:				
202517106	07/19/2025 03:56:46	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706			Init St:	
Notes:				
202517113	07/19/2025 07:32:58	201 E INGRAM ST, MT GILEAD	CIVIL	CIVIL ACTION ADVISED
Units: 703			Init St: CALLER'S EX BOYFRIEND IS TRYING TO REMOVE CALLER'S VEHICLE AND CHANGE LOCKS. BOYFRIEND IS A DEREK MILLER SUBJ.	
Notes:				
202517118	07/19/2025 08:24:41	201 E INGRAM ST, MT GILEAD	CIVIL	CLEAR-10-24
Units: 701, 703			Init St:	
Notes: RATKINSON 07/19/2025 08:45:31 E,F,L,R,O				
CLEAR-10-24 - BOTH PARTIES ADV PROCESS AND OPTIONS				
202517119	07/19/2025 09:02:49	201 E INGRAM ST, MT GILEAD	ESCORT	CLEAR-10-24
Units: 703			Init St: CALLER IS REQ A ESCORT TO GET HER BELONGINGS OUT OF THE HOUSE.	
Notes:				
202517175	07/19/2025 19:36:07	414 S WADESBORO BLVD, MT GILEAD	ALARM (NOT FIRE) RESIDENTIAL	FALSE ALARM
Units: 706			Init St: HALLWAY MOTION; NO CONTACT OP 6718 MARGRET HARTSELL, NO # AVAILABLE	

CFS #	Date/Time	Location	Call Type	Disposition
Notes: SSIMPSON 07/19/2025 19:41:23 E,F,L,R,O 706 ADV ALARM WAS SET OFF DUE TO POWER SURGE. EVERYTHING IS 10-4				
202517188	07/19/2025 20:52:22	PARK-MT GILEAD-STANBACK PARK-POOL 205 E ALLENTON ST, MT GILEAD	SECURITY CHECK	CLEAR-10-24
Units: 706			Init St: REQ OFFICER TO COME CHECK THE PARK BEFORE THEY LEAVE	
Notes:				
202517189	07/19/2025 21:07:28	519 S WADESBORO BLVD, MT GILEAD	911 HANG UP	CLEAR-10-24
Units: 706			Init St: cbx2 no ans	
Notes:				
202517276	07/21/2025 00:43:46	THE GILEAD 110 ROOSEVELT AVE, MT GILEAD	MISSING/LOST PERSON	CLEAR-10-24
Units: 706			Init St: RESD WENT OUTSIDE AROUND 10PM & HAS NOT COME BACK & STAFF IS UNABLE TO LOCATE HIM,WM 65 DAVID WILLIAMS 5'10 & 210, LAST SEEN WEARING PJ PANTS & DARK BLUE T SHIRT, RECENT STROKE VICTIM	
Notes: JHENLEY 07/21/2025 00:46:18 E,F,L,R,O BROTHER 910-417-9507 JHENLEY 07/21/2025 00:47:23 E,F,L,R,O MARIA 910-439-1705 POINT OF CONTACT AT THE GILEAD				
202517280	07/21/2025 01:48:01	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 706			Init St:	
Notes:				
202517332	07/21/2025 15:37:58	W ALLENTON ST, MT GILEAD	ESCORT	CLEAR-10-24
Units: 701, 705			Init St: FUNERAL	
Notes:				
202517334	07/21/2025 15:57:36	310 E ALLENTON ST, MT GILEAD	ESCORT	CLEAR-10-24
Units: 701			Init St: 903 w english rd rd elderly f to homeless shelter 164154	
Notes: JHENLEY 07/21/2025 19:45:31 E,F,L,R,O NOTIFIED DUKE ENERGY JHENLEY 07/21/2025 20:34:41 E,F,L,R,O *****LAST MESSAGE IS AN ERROR***, TYPED IN WRONG CALL, JHD				
202517368	07/21/2025 19:50:55	414 S WADESBORO BLVD, MT GILEAD	ALARM (NOT FIRE) RESIDENTIAL	CLEAR-10-24
Units: 702			Init St: margaret hartsell res, hallway motion, no contact	
Notes: JHENLEY 07/21/2025 19:54:26 E,F,L,R,O 10-22 OP# 6635				
202517369	07/21/2025 19:58:34	451 NORTHVIEW RD, MT GILEAD	WELFARE CHECK	CLEAR-10-24
Units: 702			Init St: JENNIFER CRUMP OLN 8487567, STANLY CO CONTACTED RICH CO, WELFARE CHECK NEEDING TO BE DONE ON SAME POSTING ON FACEBOOK WANTING TO KILL HERSELF, CALL STANLY CO AND INFORM SAME HAS BEEN COMPLETED	
Notes: JHENLEY 07/21/2025 20:22:46 E,F,L,R,O 702 ADV THAT HE MADE CONTACT WITH THE FM, SHE ADV SHE DID NOT WANT TO HARM HERSELF AND COULD NOT THINK				

CFS #	Date/Time	Location	Call Type	Disposition
OF ANYONE THAT CARED ENOUGH ABOUT HER TO CHECK ON HER AND TO SAY THEM THINGS, FM DENIED NEEDING EMS.				
202517372	07/21/2025 21:19:01	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	MESSAGE DELIVERED
Units: 702		Init St: RIDE THRU THE AREA & RIDE THRU LATER ON AS WELL		
Notes:				
202517380	07/21/2025 23:30:22	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	MESSAGE DELIVERED
Units: 702		Init St: people around her house		
Notes:				
202517431	07/22/2025 13:45:16	N MAIN ST \ PLEASANT VALLEY RD	WANTED PERSON	CLEAR-10-24
Units: 701, 705		Init St:		
Notes:				
202517436	07/22/2025 14:40:40	WESTVIEW APTS 427 W ALLENTON ST, MT GILEAD	DRUG VIOLATION	CLEAR-10-24
Units: 701		Init St: smoking dope in apt 17		
Notes:				
202517477	07/22/2025 22:12:29	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702		Init St: WANTS TO SPEAK TO THE OFFICER, CLLR ADV THERE ARE PEOPLE ON HER PORCH TALKING ABOUT WANTING TO SHOOT PEOPLE, SHE ADV SHE IS TIRED OF LISTENING TO THEM		
Notes:				
202517481	07/23/2025 00:24:50	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	MESSAGE DELIVERED
Units: 702		Init St: WANTS TO RIDE THRU THE AREA		
Notes:				
202517484	07/23/2025 01:03:11	310 S WADESBORO BLVD, MT GILEAD	FIGHT	CLEAR-10-24
Units: 702		Init St: CLLR ADV PEOPLE AT 308 S WADESBORO BLVD APPT 1 HAVE BEEN FIGHTING ALL NIGHT MIRANDA & CHRIS SUBJS, POSSIBLY ON SCHEDULE, MULTIPLE SUBJS POSSIBLY IN THE APARTMENT		
Notes: JWHITAKER 07/23/2025 01:19:01 E,F,L,R,O				
702 adv everything is 10-4, subjs were in bed when he arrived				
202517488	07/23/2025 01:57:11	102 W SECOND AVE, MT GILEAD	SUSPICIOUS PERSON/VEH/ACTIVITY	CLEAR-10-24
Units: 702		Init St: digging in her back door		
Notes:				
202517491	07/23/2025 04:09:09	102 W SECOND AVE, MT GILEAD	911 HANG UP	MESSAGE DELIVERED
Units: 702		Init St: JUST WANTS YOU TO RIDE THRU THE AREA		
Notes:				
202517513	07/23/2025 10:04:43	322 E ALLENTON ST, MT GILEAD	WELFARE CHECK	CLEAR-10-24
Units: 703		Init St: ANON CALLER . REQ WELFARE CHECK ON X3 CHILDREN AT THIS RESD. CALLER ADV NOT SAFE ENVIRONMENT		
Notes: RATKINSON 07/23/2025 10:05:57 E,F,L,R,O				
SENT INFO TO 703				

CFS #	Date/Time	Location	Call Type	Disposition
202517550	07/23/2025 18:14:15	840 BOWLES RD, MT GILEAD	DOMESTIC	CLEAR-10-24
Units: 706		Init St: rodney hunt is there beating his mother, hunt has a gun, clr is sitting across the rd in a green nissan outback and he has a gun as well, singlewide near the rd		
Notes: JWHITAKER 07/23/2025 18:19:16 E,F,L,R,O called west side unit 10-8 over radio twice...no answer..called 110 ps, no answer, called 103, no answer JWHITAKER 07/23/2025 18:36:24 E,F,L,R,O hunt subj left in white pc, poss a buick, left towards hwy 731 JWHITAKER 07/23/2025 18:36:45 E,F,L,R,O clr is at 200 valley view church rd SSIMPSON 07/23/2025 18:37:02 E,F,L,R,O 706 adv white buick infront of trailer JWHITAKER 07/23/2025 18:37:08 E,F,L,R,O clr adv leo can 10-22 SSIMPSON 07/23/2025 18:37:13 E,F,L,R,O channel held until 706 can adv SSIMPSON 07/23/2025 18:42:38 E,F,L,R,O channel released SSIMPSON 07/23/2025 18:44:32 E,F,L,R,O 112 adv to 10-22 shp if they were going to assist with same				
202517596	07/24/2025 11:18:08	MT GILEAD PD 128 N MAIN ST, MT GILEAD	INFORMATION	CLEAR-10-24
Units: 703		Init St: CLLR IS IN A WHITE PICK UP TRUCK		
Notes:				
202517649	07/24/2025 21:01:55	R&R SMOKE & VAPE 211 N MAIN ST, MT GILEAD	ALARM (NOT FIRE) COMMERCIAL	CLEAR-10-24
Units: 706		Init St: BURG ALARM, FRONT DOOR; NO CONTACT WITH PREMISE.. REF # 2237563		
Notes:				
202517653	07/24/2025 22:07:47	202 N SCHOOL ST, MT GILEAD	NOISE VIOLATION	CLEAR-10-24
Units: 706		Init St: ADV SOMEONE HAS BEEN OUTSIDE FOR OVER 2 HOURS MOVING AND BLOWING STUFF AROUND AND WANTS HIM GONE.. ADV HE IS TRYING TO SLEEP		
Notes: SSIMPSON 07/24/2025 22:10:38 E,F,L,R,O 706 ADV SAME IS DONE NOW. WAS CUTTING GRASS WHILE IT WASN'T SUPER HOT OUTSIDE				
202517668	07/25/2025 04:08:46	111 S CEDAR ST, MT GILEAD	JUVENILE(s)	CLEAR-10-24
Units: 706		Init St: HAS HER GRANDSON THAT IS CURSING AND YELLING. BUSTED HOLES IN HER WALLS. 9 YO		
Notes: SSIMPSON 07/25/2025 04:18:32 E,F,L,R,O CALLED BACK TO CANCEL ADV EVERYTHING IS OKAY, BUT THE GRANDSON IS IN THE BACKGROUND SAYING "NO EVERYTHING IS NOT OKAY"				
Total: 103				

TOWN OF MT GILEAD

7/15/2025

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PUBLIC NUISANCE VIOLATIONS			
PN-25-05	116 East Ingram Street	Todd & Cheryl Lemonds	overgrowth. Pending notice.
PN-25-06	525 South Wadesboro Blvd	Annie F Thomas	overgrowth. Pending notice.
PN-25-07	Wooded lot on S School Street	Henry O Smith	trash, debris, wood/lumber and other related debris. Notice issued with a deadline of 07-29-25.
MINIMUM HOUSING			
HC-25-01	500 West Allenton Street	Phillip L Kearns & Mildred M Lassiter (Deceased)	Substandard housing conditions, possible abandoned dwelling. Inspection scheduled for 04-10-25 and owner did not show. Initial inspection with warrant cancelled due mail returns indicating address is no longer valid. Researched additional information and the inspection with warrant is scheduled for 07-09-25 @ 10:30. Pending further investigation and consultation.
JUNKED/NUISANCE VEHICLE			

MVO-24-01	VL on East Allenton Street	Curtis Speakman	Inspection appointment scheduled for 08-27-24. Received call from owner's attorney. Researching prior documentation from 2020 concerning the matter. Some documentation has been found. Conversation with attorney to schedule site visit seem to be delayed. Pending other enforcement actions.
MVO-24-02	202 East Allenton Street	Curtis Speakman	Inspection appointment scheduled for 08-27-24. Received call from owner's attorney. Researching prior documentation from 2020 concerning the matter. Some documentation has been found. Conversation with attorney to schedule site visit seem to be delayed. Pending other enforcement actions.
MVO-25-01	437 Allenton Street	Anthony & Lorretta Barringer	one or more junked/nuisance vehicles. Pending site visit, determination, and possible notice.
DEVELOPMENT ORDINANCE VIOLATIONS			

July 11 2025 a new slimmer was put on basin #1.

A new EDMR account has been set up for Jimmy Haithcock. This account allows monthly reports to be sent to the state.

Mike Criscoe is registered as the ORC at Mt. Gilead WWTP. Jimmy Haithcock is registered as the backup ORC.

All is going well.

Budget vs Actual (Summary)

Town of Mount Gilead
7/8/2025 11:35:46 AM

Period Ending 3/31/2033

90 90-SANITARY SEWER SYSTEM
IMPROVEMENTS

Description	Budget		YTD	Variance	Percent
Revenues					
	3,500,000		205,700.00	(3,294,300.00)	6%
Revenues Totals:	3,500,000	0.00	205,700.00	(3,294,300.00)	6%
Expenses					
ADMINISTRATION	3,500,000		183,021.00	3,316,979.00	5%
Expenses Totals:	3,500,000	0.00	183,021.00	3,316,979.00	5%
90 90-SANITARY SEWER SYSTEM IMPROVEMENTS Totals:			22,679.00		

Budget vs Actual (Summary)

Town of Mount Gilead
7/8/2025 11:35:03 AM

Period Ending 6/30/2026

24 24-STANBACK PARK DRAINAGE
IMPROVEMENTS PROJECT

Description	Budget		YTD	Variance	Percent
Revenues					
	1,807,000		143,450.00	(1,663,550.00)	8%
Revenues Totals:	1,807,000	0.00	143,450.00	(1,663,550.00)	8%
Expenses					
ADMINISTRATION	1,807,000		143,450.00	1,663,550.00	8%
Expenses Totals:	1,807,000	0.00	143,450.00	1,663,550.00	8%
24 24-STANBACK PARK Totals:			0.00		
DRAINAGE					
IMPROVEMENTS					
PROJECT					

Budget vs Actual (Summary)

Town of Mount Gilead
7/8/2025 11:33:31 AM

Period Ending 6/30/2026

97 97-STRAP						
Description		Budget		YTD	Variance	Percent
Revenues						
		85,000		0.00	(85,000.00)	
Revenues Totals:		85,000	0.00	0.00	(85,000.00)	
Expenses						
ASSETS		85,000		0.00	85,000.00	
Expenses Totals:		85,000	0.00	0.00	85,000.00	
97 97-STRAP Totals:				0.00		

Budget vs Actual (Summary)

Town of Mount Gilead
7/8/2025 11:21:14 AM

Period Ending 6/30/2026

96 96-ALBERT JOHNSON POCKET PARK

Description	Budget		YTD	Variance	Percent
Revenues					
	115,000		12,500.00	(102,500.00)	11%
Revenues Totals:	115,000	0.00	12,500.00	(102,500.00)	11%
Expenses					
ASSETS	0		0.00	0.00	
ADMINISTRATION	115,000		7,500.00	107,500.00	7%
Expenses Totals:	115,000	0.00	7,500.00	107,500.00	7%
96 96-ALBERT JOHNSON Totals:			5,000.00		
POCKET PARK					

Budget vs Actual (Summary)

Town of Mount Gilead
7/25/2025 10:20:38 AM

Page 1 Of 2

Period Ending 6/30/2026

10 GENERAL FUND					
Description	Budget		YTD	Variance	Percent
Revenues					
	1,810,550		66,545.52	(1,744,004.48)	4%
Revenues Totals:	1,810,550	0.00	66,545.52	(1,744,004.48)	4%
Expenses					
ADMINISTRATION	275,100		12,948.39	262,151.61	5%
STREETS AND GROUNDS	182,250		3,347.89	178,902.11	2%
PLANNING & ZONING	43,000		0.00	43,000.00	
SOLID WASTE	122,000		0.00	122,000.00	
IT INFRASTRUCTURE, TECHNOLOGY, MONITORING	32,000		0.00	32,000.00	
PARKS AND RECREATION	111,000		19,857.43	91,142.57	18%
POLICE DEPARTMENT	697,600		38,283.43	659,316.57	5%
FIRE DEPARTMENT	139,650		0.00	139,650.00	
REDEVELOPMENT CORP.	30,750		0.00	30,750.00	
FITNESS CENTER	0		0.00	0.00	
POWELL BILL	100,000		0.00	100,000.00	
HIGHLAND COMM. CT.GRANT	0		0.00	0.00	
CEMETERY	5,000		0.00	5,000.00	
GOVERNING BODY	53,300		1,589.69	51,710.31	3%
LIBRARY	18,900		7,200.00	11,700.00	38%
DEBT SERVICE	0		0.00	0.00	
	0		0.00	0.00	
Expenses Totals:	1,810,550	0.00	83,226.83	1,727,323.17	5%
10 GENERAL FUND Totals:			(16,681.31)		
20 ENTERPRISE FUND					
Description	Budget		YTD	Variance	Percent
Revenues					
	1,831,661		123,708.37	(1,707,952.63)	7%
Revenues Totals:	1,831,661	0.00	123,708.37	(1,707,952.63)	7%
Expenses					
ADMINISTRATION	324,015		12,502.53	311,512.47	4%
WATER OPERATIONS	382,950		22,916.81	360,033.19	6%
WASTE WATER COLLECTION	480,950		9,556.19	471,393.81	2%
WASTE WATER PLANT	372,450		18,446.11	354,003.89	5%
SOLID WASTE	0		0.00	0.00	
IT INFRASTRUCTURE, TECHNOLOGY, MONITORING	32,000		0.00	32,000.00	
GOVERNING BODY	0		0.00	0.00	
LIBRARY	0		0.00	0.00	

Budget vs Actual (Summary)

Town of Mount Gilead
7/25/2025 10:20:38 AM

Period Ending 6/30/2026

20 ENTERPRISE FUND					
Description	Budget		YTD	Variance	Percent
	0		0.00	0.00	
DEBT SERVICE	239,296		0.00	239,296.00	
	0		0.00	0.00	
Expenses Totals:	1,831,661	0.00	63,421.64	1,768,239.36	3%
20 ENTERPRISE FUND Totals:			60,286.73		

Budget vs Actual (Summary)

Town of Mount Gilead
7/8/2025 11:34:24 AM

Period Ending 6/30/2027

**71 71-LILLY'S BRIDGE ROAD FORCE MAIN IMP
PROJECT**

Description	Budget		YTD	Variance	Percent
Revenues					
	7,760,000		529,652.40	(7,230,347.60)	7%
Revenues Totals:	7,760,000	0.00	529,652.40	(7,230,347.60)	7%
Expenses					
ADMINISTRATION	7,760,000		597,424.84	7,162,575.16	8%
Expenses Totals:	7,760,000	0.00	597,424.84	7,162,575.16	8%
71 71-LILLY'S BRIDGE ROAD FORCE MAIN IMP PROJECT Totals:			(67,772.44)		



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 8/7/2025	Agenda Item Number: III. A.
Submitted By: Barrett Brown	Department: Administration
Attachments: Public Comments	
Topic: Reading of Rules for Public Comment	

Staff Summary: It is the practice of the Town Board that the Rules for Public Comment be read aloud prior to the opening of the Public Comment period.

Direct Cost:	Line Item Utilized:
Amount Remaining after Action:	In Current Budget:
Plans if Not in Current Budget:	

Staff Recommendation:

Examples of Motions:

TOWN OF MOUNT GILEAD

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

Mayor
Sheldon Morley

Mayor Pro Tem
Tim McAuley

Commissioners
Vera Richardson
Paula Covington
Mary Lucas

Town Manager
Barrett Brown

Town Clerk
Lessie Jackson

Rules for Public Comment

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

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

**TOWN OF MOUNT GILEAD
TOWN BOARD
ACTION AGENDA ITEM**

Meeting Date: August 7, 2025

Action Agenda

Item No. IV. A.

<p>SUBJECT: LEGISLATIVE HEARING - Conditional Zoning Review of The Retreat – Review of Conditional Zoning Request from Lennar for the Retreat development off Lilly’s Bridge Road and Lake Tillery Road - Parcel Identification Numbers (PINs) 6574 07 77 0679; 6574 06 58 0603; and 6574 10 45 7738</p>

<p>DEPARTMENT: Central Permitting - Planning</p>	
<p>ATTACHMENTS:</p> <ul style="list-style-type: none">• Session Law 2024-20 (HB 909) concerning the annexation;• September 2024 Planning Board staff report on Comprehensive Plan Future Land Use Map amendment;• The Retreat Site Plan• Statement of Consistent – Board Action (to be provided at the hearing Hearing)• Notices of PH• Property Posting Notices• HB 909 - Annexation	<p>CONTACTS:</p> <p>Barrett Brown, Manager Michael D. Harvey, Planner</p>

PURPOSE: To hold a LEGISLATIVE HEARING and receive the Planning Board recommendation, accept staff and public comments, receive a project presentation from the applicant, and take action on a Conditional Zoning request for the Retreat, a mixed-use development off Lilly’s Bridge Road and Lake Tillery Road.

BACKGROUND: In 2024 the Town of Mount Gilead completed work, through the NC General Assembly (House Bill 909) on the annexation of property off Lilly’s Bridge Road and Lake Tillery Road owned by B and C Land Farming LLC (refer to Attachment 1).

STAFF COMMENT: The annexation became effective on June 30, 2025.

The annexation is composed of three (3) separate parcels, further identified utilizing Montgomery County Parcel Identification Numbers (PINs):

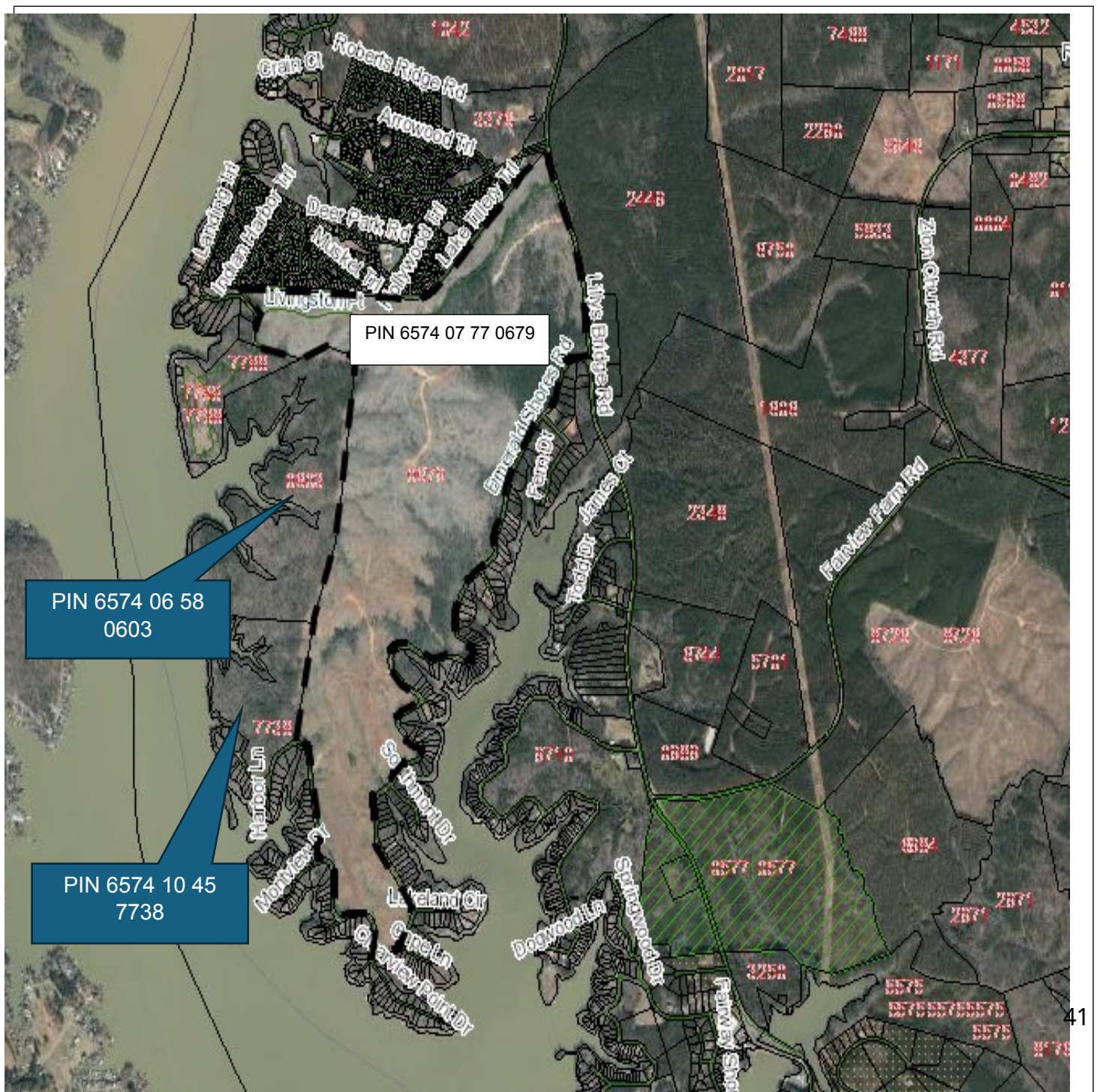
- 6574 07 77 0679 – 487.19 acres;
- 6574 06 58 0603 – 117 acres; and
- 6574 10 45 7738 – 39.68 acres

owned by JEN HOLDCO 24 LLC (formally B and C Land Farming LLC) being developed by Lennar. The parcel(s) were previously zoned by the County to be part of a Conditional Zoning District for residential and commercial development.

The owner and developer sought annexation to the Town as a means of securing access to utilities (i.e., water and sewer).

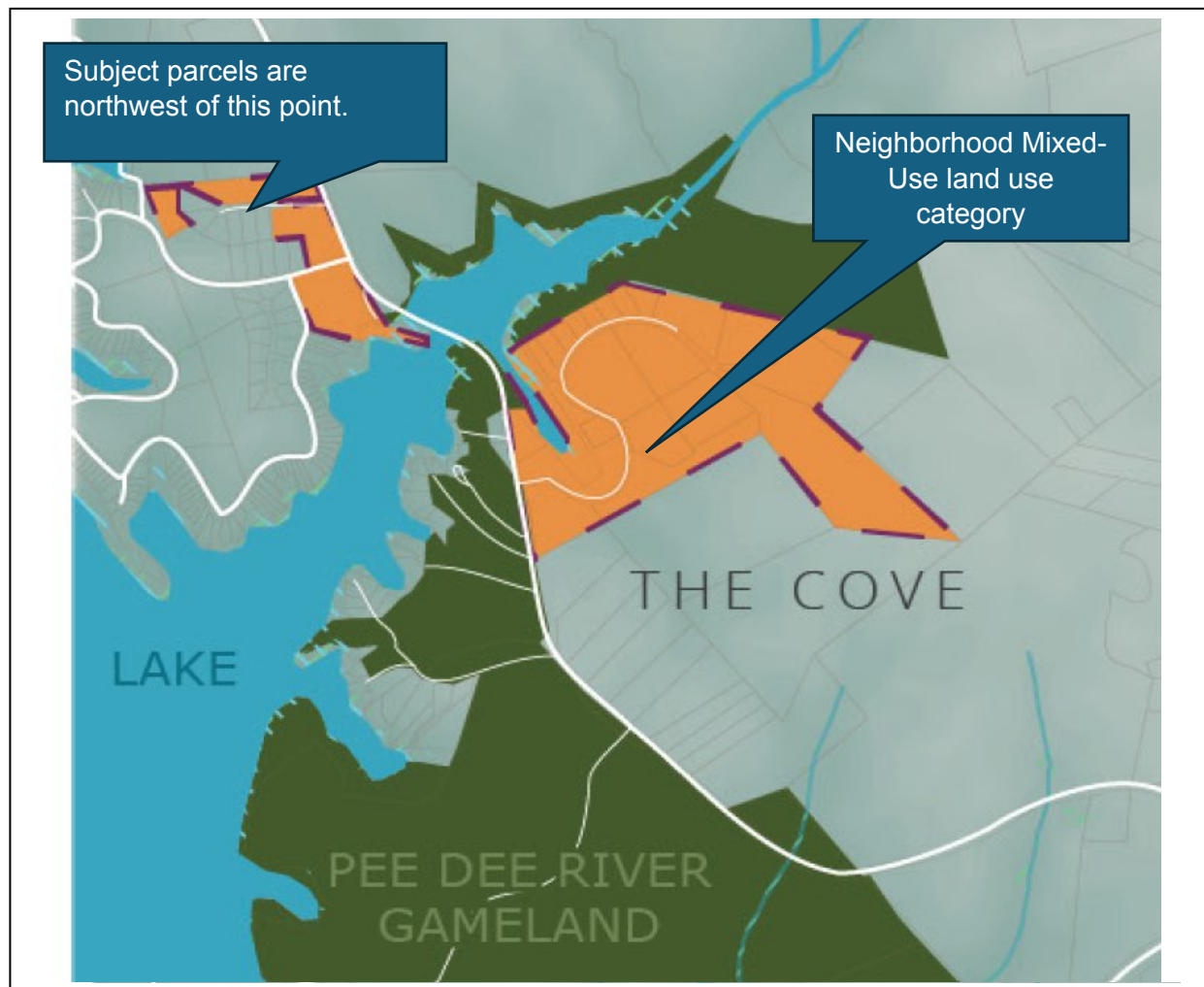
From an environmental management perspective, the parcel(s) are located within the Lake Tillery Watershed and are adjacent to Special Flood Hazard Area (SFHA) as shown on the most recent Flood Insurance Rate Map (FIRM) for the area.

Map of Subject Parcels:



COMPREHENSIVE PLAN AMENDMENT: The Town began the process of modifying the existing Comprehensive Plan related to these parcels, specifically assigning a new land use category consistent with the current Town of Mount Gilead Comprehensive Plan (refer to Attachment 2 for more detail).

Consistent with Staff's recommendation, the Planning Board voted unanimously to recommend to the Town Board that the three (3) subject parcels be located within the within the Neighborhood Mixed-Use land use category as noted below:



NOTE: The Town Board will act on this amendment at its July 1, 2025, regular meeting during a separate LEGISLATIVE HEARING.

PROPOSAL: JEN HOLDCO 24 LLC and the Lennar Corporation are requesting the Town approve a Conditional Zoning request mirroring what was previously approved by

Montgomery County in 2024 allowing for the development of the property as a mixed-use project (i.e., residential and non-residential) consistent with the attached site plan.

The request would involve rezoning the parcel to Conditional Zoning R-15 Low/Moderate Density Single-Family Residential District and Conditional Zoning General Business (GB) for the commercial areas noted on the plan and consistent with Section 4.1 (A) (2) of the Town of Mount Gilead Zoning Ordinance (hereafter 'the Ordinance').

NOTE: The subject parcels were zoned Residential 1 (R-1) (595 acres) and Commercial (49 acres) per the Montgomery County Zoning Ordinance and Official Zoning Map since the adoption of countywide zoning in 2000 and rezoned to a Conditional Zoning designation in 2023/2024 by the Montgomery County Board of Commissioners.

The R-1 district, as enforced by the County, requires a minimum lot size of 20,000 square feet (roughly 2 dwelling units per acre).

PROPERTY AND AREA INFORMATION:

- a. Existing Site Conditions and Land Use: The subject parcels are currently vacant and heavily vegetated. Access to the interior of the parcels is currently limited by overgrowth.
- b. Watershed & Floodplain: The parcels are located within the WS-IV Lake Tillery Area Watershed. Portions of the parcels are encumbered by Special Flood Hazard Area (SFHA) as noted on the submitted site plan and per Flood Insurance Rate Map (FIRM) applicable to the area (FIRM 3710657400K Panel 6574 and 3710658400J Panel 6584 both with an effective date of September 3, 2008).

NOTE: The majority of applicable SFHA are associated with the Pee Dee River with varying base flood elevations. Numerous water features (streams) are located throughout the project boundary. As noted on the submitted site plan, SFHA and water features are located within reserved open space areas.

- c. Transportation: Access to the project will be via Lilly's Bridge Road (NC-111) and Livingston Point (private road), with several ingress and egress points including access to Emerald Shores Road (NC-1185). There are also emergency access points that will assist emergency services.

NOTE: There is a preliminary Traffic Impact Analysis (TIA) indicating the project can be served by existing local roadways. The TIA recommends external roadway improvements to accommodate the project, which the applicant will have to address as part of the development process.

NC DOT has given tentative approval for access points off Lilly's Bridge Road and Emerald Shores Road, both public roadways maintained by NC DOT.

Internal roadways associated with the project shall be maintained by the local property owners and will not be publicly maintained roadways (i.e., not maintained by NC DOT or the Town).

Any access to Livingston Point, which is privately maintained, must be approved by the party responsible for maintaining the roadway. Action on this request by the Town does not automatically grant approval for access to this roadway.

- d. **Water & Waste Disposal:** The project will have water provided through Montgomery County. Waste disposal will be serviced by the Town of Mount Gilead. Lift station six is the approximate location of the waste disposal. Throughout the earlier phases of this project, engineered detail has determined that the Town of Mount Gilead's waste disposal will support this project.

NOTE: As part of the annexation process, the Town of Mount Gilead agreed to serve the project and reserve capacity for the residential and commercial components.

SURROUNDING LAND USES:

- North: PIN 6575 16 83 3376 Zoned Campground (Couty jurisdiction). Property features an existing campground located in Twin Harbor Campground.
- South: PIN 6574 06 47 5575: Duke Energy Progress jurisdiction (381.2 acres of shoreline).
- East: PIN 6585 00 11 2449 Zoned Residential 1 (Couty jurisdiction), consisting of 231.61 acres.
- West: PIN 6574 06 47 5575 Duke Energy Progress jurisdiction (381.2 acres of shoreline)

PROPOSAL: As with the project previously reviewed by the County, the proposed development will consist of the following:

- i. Total Property Area: 648 acres
- ii. Residential: 509 acres (approximately 77% of the project) with a total of 1,032 individual lots
 - a. Overall Density: Roughly 2 dwelling units per acre of property.
 - b. Residences will be single-family stick-built or modular units (i.e., no proposed manufactured housing units)
- iii. Commercial: 91.4 acres (Approximately 15% of the project area).
- iv. Open Space: 8% of the project or approximately 48 acres.

Commercial Component: The commercial component of the development (91.4 acres) has been situated near Lilly's Bridge Road to address access, traffic circulation and

visibility. Lilly's Bridge Road serves as the primary thoroughfare, providing access to this area from NC Highway 731; NC-73; and NC Highway 27. A small commercial area is designated off Livingston Point near the Pee Dee River.

Per the applicant, the commercial area is intended to address the current lack of retail services and commercial uses in the vicinity. Development of the project will create the opportunity for convenient access to future businesses by residents and visitors. Land uses contemplated for the commercial component of the project include medical office, pharmacy, restaurants, grocery store, and small retail shops.

There is a 50-foot land use buffer proposed separating the commercial activities from the residential land uses to the south of the project.

Applicant Comments: As part of the request, the applicant has maintained the proposed land uses (i.e., residential, commercial, and open space) are appropriate in context with the surrounding residential land uses and recreational activities.

The project is 1.6 miles south of Tillery Tradition Country Club; 1.8 miles north of the Lilly's Bridge Lake Tillery Access Area and River Wild; and 3 miles south of Swift Island Lake Tillery Boat Access.

Per the applicant, the proposed land uses are intended to fit within the existing framework of roadways and major infrastructure. Further studies in relation to water, sewer and power utilities shall be completed upon final preparation of the preliminary plat.

NOTE: Preliminary discussions with the utility providers (i.e., the County, and the Town) have already determined there is adequate capacity for the project with the completion of previously identified infrastructure projects currently underway or planned for as part of the pending annexation.

Per the applicant, internal access drives and roadways will be planned, coordinated, and constructed according to NCDOT and Town guidelines.

CONDITIONAL ZONING – ESTABLISHMENT: Per Section 4.1 (A) (2) of the Ordinance:

- a. Most conditional districts are established as parallel or counterpart districts to a general use district. In such cases, references in the zoning ordinance to the general use district shall be construed to also include the counterpart conditional district. In addition, there are several districts which exist only as conditional districts and do not have counterpart general use districts.*
- b. Each conditional district with a counterpart general use district is intended to accomplish the purposes of the counterpart district through the development of identified uses at a specific location in accordance with this article. All regulations and uses which apply to a general use district also apply to the counterpart conditional district, and no use shall be allowed in the conditional district that is not allowed in its counterpart general use district.*
- c. Additional conditions which may be placed upon the development by the petitioner as part of the rezoning process shall be binding upon property within a conditional district in perpetuity or until the property is rezoned by the Town Board. Such conditions may include increased buffers, architectural features, access, parking, hours of operation, or any other feature of the development that is integral to meeting the spirit and intent of this ordinance or that serves to mitigate the impacts of the development on adjacent property or the community at large. Such conditions must be enforceable by the Town, presented by the petitioner during the hearing as part of the re-zoning petition, and agreed to by the Town Board during the re-zoning process.*
- d. This is a voluntary procedure which is intended for firm development proposals. It is not intended or suited for securing early zoning for tentative or speculative proposals which may not be undertaken for some time.*

Conditional zoning applications are considered only upon request by the property owner(s). The owner(s) may specify the use(s) of the property and propose conditions to ensure compatibility between the development and the surrounding neighborhood. A site plan for any development made pursuant to a conditional zoning request shall be submitted for review in the same manner as other developmental plans required by the Ordinance.

Conditional zoning requests are processed in accordance with Section 10.5 (E) of the Ordinance.

Review Guidelines

The following policy guidelines should be followed by the Planning Board, per Section 10.5 (I) (3) of the Ordinance, concerning Conditional zoning amendments. No proposed Conditional zoning amendment will receive favorable recommendation unless the following guidelines can be met:

- A. Whether the proposed reclassification is consistent with the purposes, goals, objectives, and policies of adopted plans for the area.

Applicant:

- The area in question is designated as Neighborhood Mixed-Use Land Use Category, defined in the adopted Comprehensive Plan as areas characterized:

... by an interconnected local road network, available water or wastewater, and walkable neighborhoods that connect to parks, preserved open space, commercial nodes, and other neighborhoods. This pattern of development can provide significant public health benefits by creating safe and accessible opportunities for walking and biking.

- i. Appropriate Land Uses and Development Types:*
- ii. Medium-density single family neighborhoods*
- iii. Mixed residential developments that provide a variety of housing types*
- iv. Neighborhood-scale Multi-family developments*
- v. Neighborhood office, commercial, or entertainment mixed-use that could include artisanal maker-space or small-scale manufacturing.*
- vi. Civic uses such as parks, schools, fire departments, community centers, libraries, Town, and County facilities*
- vii. Encourage neighborhood-serving commercial to locate near road intersections, and other neighborhood-serving facilities such as schools and parks and existing compatible commercial uses.*

All new development and redevelopment in shall connect to municipal water service. Medium residential densities and compatible commercial uses are encouraged to locate within where both water and wastewater services are available.

The project, as anticipated, meets the criteria of the applicable land use category and will be compliant with the adopted Comprehensive Plan.

- The Town, in agreement with the annexation petition acted on by the NC General Assembly, has previously indicated there is ample sewer capacity to handle the needs of the project.
- The project will receive primary access off Lilly's Bridge Road with additional access off Livingston Point (a private road). Stub-outs are

noted off Emerald Shores Road (a public road). The project has been oriented in the most appropriate location for access, traffic circulation and visibility.

- B. Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.

Applicant:

- Development will be primarily residential with limited non-residential development providing services/amenities serving anticipated residents of the project and surrounding property owners. Commercial activities associated with this project will contribute to creating additional local businesses and recreation opportunities as well as supporting tourism activities. Property tax and business revenue generated from the project will support local infrastructure projects and transportation improvements.

The area surrounding the project is primarily residential and non-residential land uses primarily associated with recreational activities associated with surrounding water access points.

- Proposed residential and commercial activities envisioned for the project are compatible with the surrounding residential context and recreational opportunities afforded by proximity to Lake Tillery.
- Conditional land uses for commercial parcels would be considered in relation to the adjacent land uses, scale, access, and development intensity.

- C. The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, stormwater drainage systems, water supplies, and wastewater and refuse disposal.

- Staff Note: As detailed herein, the Town has already indicated there is wastewater capacity to support the project. The County has indicated there will be adequate water capacity to serve the project as well. Preliminary assessment of local roadways by NC DOT has not noted any major impediments, provided off-site improvements are completed by the applicant as noted in the preliminary TIA.
- Applicant indicates the proposed land uses are intended to fit within the existing framework of roadways and major infrastructure.

NOTE: Further studies in relation to water, sewer and power utilities shall be completed upon preparation of the final preliminary plat. Access drives and internal roads will be

planned, coordinated, and constructed according to NCDOT and Town guidelines.

- D. Whether the proposed reclassification will adversely affect a known archaeological, environmental, historical, or cultural resource.

Staff Comment: There are no known archaeological or cultural resources impacted by the project as currently designed. The preliminary site plan denotes existing water features, and required riparian buffers, will be preserved in open space. Special Flood Hazard Areas (SFHA) should not be impacted by the project and there is no anticipated impact to established flood elevations. The applicant will be responsible for addressing local stormwater generated by the project consistent with State regulations.

STAFF COMMENTS:

- A. As previously indicated, this project had previously been reviewed and approved by Montgomery County. As part of the Town annexing the parcel(s) consistent with action taken by the NC General Assembly, there is a need to rezone the subject parcels accordingly consistent with local regulations;

- B. As previously indicated, the Town has already committed to providing wastewater treatment services to the project as originally approved by the County;

NOTE: The project, as submitted to the Town, is consistent with the version of the development previously approved by the County.

- C. Staff believe there is sufficient information available demonstrating the project complies with the standards noted in Section 10.5 (I) (3) of the Ordinance;

- D. Staff do not believe proposed non-residential land uses will have a negative impact on surrounding land uses or create a negative impact on the public's health, safety, and general welfare;

- E. Proposed residential density is consistent with the Neighborhood Mixed-Use land use designation as defined within the adopted Comprehensive Plan. The adopted Comprehensive Plan would support the rezoning request as submitted by the applicant.

PROCEDURE TO AMEND THE OFFICIAL ZONING MAP:

Consistent with local regulations and State law, the process to amend the Official Zoning Map shall adhere to the following process:

1. Amendments are processed in accordance with the procedures for Zoning Text/Map Amendment(s) as detailed within the Town of Mount Gilead Zoning Ordinance and NCGS 160D-501 inclusive;

2. Requests are presented to the Planning Board at a regular meeting for review/discussion. The Planning Board makes a recommendation on the proposed amendment based on:
 - a. Compliance with the goals, policies, objectives of the adopted plan,
 - b. Consistency with adjacent land uses as detailed on the Future Land Use Map,
 - c. The Board will adopt a Statement of Consistency and Reasonableness either affirming the change meets the plan or detailing how the proposed modification is inconsistent with the plan. This will constitute a recommendation to the Town Board on the proposed modification.
3. Town Board review:
 - a. The Town Board shall schedule a Legislative Hearing to review the proposed modification and advertise same as follows:
 - i. Advertisement in the newspaper (once a week for two (2) consecutive weeks in a paper of local circulation);
 - ii. Letters to adjacent property owners informing them of the proposed Official Zoning Map amendment sent a minimum of 10-days prior to the date of the legislative hearing via first class mail;
 - iii. Signs posted on the property advertise the date, time, and location of the hearing.
 - b. The Board shall hold the hearing to receive the Planning Board recommendation and accept staff/public comments. Once the hearing is closed, the Board will take final action on the request and adopt a Statement of Consistency on the proposed map amendment finding the request is consistent or inconsistent with the adopted Comprehensive Plan and approve or deny the proposed modification.

PLANNING BOARD RECOMMENDATION: The Planning Board met to discuss this request at its May 22, 2025, regular meeting and voted unanimously to recommend approval of the request subject to the following conditions:

1. Rezoning of the residential portion of the project shall be to Conditional Zoning R-15 (CZ R-15) and commercial area shall be zoned to Conditional Zoning General Commercial (CZ GC) consistent with the Town of Mount Gilead Zoning ordinance;
 - a. Non-residential land uses shall be limited as detailed herein.

- b. Residential development shall be limited as proposed by the applicant to stick-built or modular dwelling units meeting State of NC Residential Building Code. No manufactured housing shall be permitted.
- 2. The applicant shall assume responsibility for all off-site roadway improvements as identified within the preliminary Traffic Impact Assessment (TIA) and as required by NC DOT to address vehicular access to the project;
- 3. The project shall be age restricted as proposed by the applicant. The applicant shall record necessary documents within the Montgomery County Registrar of Deeds indicating same;
- 4. Non-residential development activities be limited to the following:
 - a. General Retail;
 - i. NOTE: Retail sales primarily/exclusively associated with Vape or CBD products are expressly prohibited. Nothing shall prevent the ancillary sale of these items as a customary accessory use to an established retail operation.
 - b. Doctor and Professional Offices;
 - c. Banks and other Financial Institutions;
 - d. Personal Services limited to Barber and Beauty shops including Nail Salons and Day-spas, Laundromats, and Dry-cleaning Services;
 - i. NOTE: Tattoo and Piercing Parlors are expressly prohibited.
 - ii. NOTE: Hotel/Motel land uses are prohibited.
 - iii. Nothing in this section shall be construed as prohibiting the rental of single-family residences by third parties for occupancy.
 - e. Grocery Stores and Drug Stores/Pharmacies;
 - f. Restaurants without drive-thru facilities;
 - g. Public Safety facilities (i.e., fire department, police substation, emergency medical facilities, etc.) and
 - h. Marina and boat storage facilities. Marina facilities shall include boat docks and storage facilities;

5. Applicant shall be responsible for coordinating all utility services with the appropriate provider and shall, where required, pay for all utility upgrades to serve the project as required by the provider;
6. Internal roadways shall be privately maintained;
7. Access to Livingston Point shall only be permitted with the permission of the individual(s) maintaining the roadway. Approval of this request does not automatically approve access to this roadway for the Project;
8. The applicant is responsible for ensuring perpetual access to the project by County, Town, and emergency services staff to address resident needs;
9. All site plans shall be reviewed and approved by the County Fire Marshal as part of the review process coordinated by the Town;
10. The Town of Mount Gilead assumes responsibility for coordinating development reviews, approvals, and various associated activities with the appropriate County staff and all applicable external review agencies.

In making this recommendation, the Planning Board determined:

- There is existing R-15 general use zoning in the area near the proposed rezoning;
- The project is within the Neighborhood Mixed-Use Land Use Category, defined within the adopted Comprehensive Plan as areas characterized ... *by an interconnected local road network, available water or wastewater, and walkable neighborhoods that connect to parks, preserved open space, commercial nodes, and other neighborhoods. This pattern of development can provide significant public health benefits by creating safe and accessible opportunities for walking and biking.*
- Per the adopted Comprehensive Plan, the allowable development types within the Neighborhood Mixed-Use land use category include:
 - *Medium-density single family neighborhoods*
 - *Mixed residential developments that provide a variety of housing types*
 - *Neighborhood-scale Multi-family developments*
 - *Neighborhood office, commercial, or entertainment mixed-use that could include artisanal maker-space or small-scale manufacturing.*

The Board determined the proposed mixed-use development was consistent with the development types anticipated for the Neighborhood Mixed-Use land use category as detailed within the Plan.

- The Board determined the request was consistent with the goals and policies of the adopted Comprehensive Plan, including:

- The promotion of additional diverse housing types to address local housing needs;
 - Logical expansion of commercial areas serving resident needs;
 - Promotion of development that can be served by existing infrastructure;
 - Preservation and protection of environmentally sensitive areas.
- The Board determined the request was in accordance with the adopted Comprehensive Plan, was reasonable and in the public interest due to the following:
 - Development would be consistent with the anticipated land uses and density for the Neighborhood Mixed-Use land use category,
 - There was available infrastructure to serve the project,
 - External review agencies, most notably the NC Department of Transportation, indicated the project would not overburden existing public infrastructure, and
 - The project will increase available housing options and expand commercial service options for Town residents.

STAFF RECOMMENDATION: Staff are recommending the Board consider approving the rezoning request consistent with the submittal. Further, the Board may impose mutually agreed to conditions for the project.

ADMINISTRATION RECOMMENDATION: The Town Manager recommends the Board:

1. Open the LEGISLATIVE HEARING to receive the applicant request, staff report, public comments, and the Planning Board recommendation;
2. Ask questions as appropriate;
3. Discuss the possible imposition of conditions with the Applicant, which must be mutually agreed to;
4. Close the LEGISLATIVE HEARING;
5. Act on the request to either:
 - a. Find the request IS or IS NOT consistent with the ADOPTED COMPREHENSIVE PLAN and IS or IS NOT REASONABLE AND IN THE PUBLIC INTEREST;
 - b. Approve or Deny the Request as appropriate.

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023**

**SESSION LAW 2024-20
HOUSE BILL 909**

AN ACT TO DEANNEX CERTAIN DESCRIBED TERRITORIES; TO ANNEX CERTAIN DESCRIBED TERRITORIES; AND TO MAKE OTHER CHANGES TO VARIOUS LOCAL LAWS.

The General Assembly of North Carolina enacts:

TOWN OF FUQUAY-VARINA DEANNEXATION

SECTION 1.(a) The following described property, identified by Wake County Parcel Identification Numbers, is removed from the corporate limits of the Town of Fuquay-Varina:

0686176102, 0686174112, 0686173124, 0686172104, 0686170780, 0686078065, 0686076160, 0686076591, 0686074504.

SECTION 1.(b) This section has no effect upon the validity of any liens of the Town of Fuquay-Varina for ad valorem taxes or special assessments outstanding before the effective date of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the Town of Fuquay-Varina.

SECTION 1.(c) This section becomes effective June 30, 2024. Property in the territory described in this section as of January 1, 2024, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2024.

WAKE COUNTY BUREAU OF IDENTIFICATION

SECTION 2.(a) Chapter 535 of the Public-Local Laws of 1937, as amended by Chapter 860 of the 1961 Session Laws, by Chapter 505 of the 1975 Session Laws, by Chapter 350 of the 1977 Session Laws, and by Chapter 914 of the 1987 Session Laws, is rewritten to read:

"SECTION 1. That in order to provide for the performance of the duties hereinafter designated and defined for the better enforcement of the criminal laws in Wake County, there is hereby created and established a Bureau of Identification for Wake County. The Bureau may hereafter be referred to as a multidisciplinary forensic services agency and is authorized to adopt any department name in accordance with Wake County policy and subject to Wake County Manager approval pursuant to G.S. 153A-82.

"SECTION 2. That on the 1st day of July, 2024, the District Attorney of the Tenth Prosecutorial District and the County Manager of Wake, shall appoint a Director of the Bureau for a term of four years and then every four years thereafter, who will be under the supervision of the District Attorney for the Tenth Prosecutorial District. Whenever a vacancy occurs in this position during the term, the District Attorney for the Tenth Prosecutorial District and the County Manager of Wake shall appoint a qualified person to serve as Director for the period of the unexpired term. The Director may be terminated from appointment only by unanimous decision of the District Attorney of the Tenth Prosecutorial District and the Wake County Manager. The compensation and expenses of the Director shall be included in the annual budget prepared by the Wake County Manager.



"SECTION 3. As requested, the Bureau shall fingerprint and photograph all persons arrested in Wake County in accordance with North Carolina General Statutes; provide crime scene examination and other forensic services for which the Bureau has capability to all law enforcement and prosecutorial agencies for those criminal investigations having original jurisdiction within the geographical County of Wake.

"SECTION 4. That Wake County shall provide for and incur the cost for suitable office space, equipment, and salaries for employees of the Bureau.

"SECTION 5. That nothing in this act shall be construed as increasing the number of deputy sheriffs for Wake County, but any employees of the Bureau who are sworn law enforcement officers shall be eligible for annual recertification as deputy sheriffs, provided they meet the minimum requirements for LEO certification established by the Sheriffs' Training & Standards Division.

"SECTION 6. To the extent this Act conflicts with any provision of law, this Act supersedes that provision."

SECTION 2.(b) Section 1 of Chapter 350 of the 1977 Session Laws is repealed.

CITY OF CONCORD DISTRIBUTION OF ABC NET PROFITS

SECTION 3. Section 5.14 of Chapter 861 of the 1985 Session Laws reads as rewritten:

"Sec. 5.14. Distribution of profits. Out of the net profits remaining after the payment of all costs and operating expenses, ~~and after retaining a sufficient and proper working capital, the~~ Board of Alcoholic Beverage Control shall distribute ~~the net profits as follows: the first fifteen~~ five percent (15%) (5%) for law enforcement; enforcement, shall retain a sufficient and proper working capital, and then, of the remaining balance, shall distribute twenty-five percent (25%) to Cabarrus County and ~~the seventy-five percent (75%)~~ to the City of Concord."

CITY OF HIGH POINT ANNEXATION

SECTION 4.(a) The following described property is added to the corporate limits of the City of High Point: Being all of that property shown as Samet Drive on that survey entitled, "J. W. Samet's Subdivision" dated July 20, 1963, and recorded in Plat Book 34, Page 37, in the office of the Guilford County Register of Deeds.

SECTION 4.(b) This section becomes effective June 30, 2024. Property in the territory described in this section as of January 1, 2024, is subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2024.

CITY OF HIGH POINT REAL PROPERTY CONVEYANCES

SECTION 5. Article IX of the Charter of the City of High Point, being Chapter 501 of the 1979 Session Laws, as amended, is amended by adding a new section to read:

"ARTICLE IX.

"GENERAL PROVISIONS.

...

"Sec. 9.9. Conveyance of real property with restrictions.

...

"Sec. 9.9. Conveyance of real property with restrictions. The City Council may, in addition to other authorized means, approve the sale, exchange, or transfer of the fee or any lesser interest in real property, either by public sale or by negotiated private sale. The transfer shall be in furtherance of adopted City policies or plans for the area. The City may attach to the transfer and to the interest conveyed any covenants, conditions, or restrictions, or a combination of them, the City deems necessary to further the adopted policies or plans. The consideration received by the City for the conveyance may reflect the restricted use of the property resulting from the covenants, conditions, or restrictions. The City may invite bids or written proposals, including

detailed development plans and site plans, for the purchase of any such property or property interest, whether by sale, exchange, or other transfer, pursuant to the specifications as may be approved by the City. A sale, exchange, or other transfer of real property, or interest therein, pursuant to this section may be made contingent upon any necessary rezoning of the property. Any conveyance under this section may be made only pursuant to a resolution of the City Council authorizing the conveyance. Notice by publication of the proposed transaction shall be given at least 10 days prior to adoption of the resolution, and the notice shall generally describe (i) the property involved, (ii) the nature of the interest to be conveyed, and (iii) all of the material terms of the proposed transaction, including any covenants, conditions, or restrictions which may be applicable. The notice shall give the time and place of the City Council meeting where the proposed transaction will be considered and shall announce the Council's intention to authorize the proposed transaction. The authority contained in this section is in addition to, and not in limitation of, any other authority granted by this Charter or any other general or local law."

CITY OF KANNAPOLIS DEANNEXATION

SECTION 6.(a) The following described property, identified by Cabarrus County Tax Parcel Identification Number, is removed from the corporate limits of the City of Kannapolis: 4692 86 0988 0000 and 4692 76 7813 0000.

SECTION 6.(b) This section has no effect upon the validity of any liens of the City of Kannapolis for ad valorem taxes or special assessments outstanding before the effective date of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the City of Kannapolis.

SECTION 6.(c) This section becomes effective June 30, 2024. Property in the territory described in this section as of January 1, 2024, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2024.

CITY OF KINGS MOUNTAIN ETJ

SECTION 7.(a) Notwithstanding G.S. 160D-202 and any other provision of law, the City of Kings Mountain shall not exercise any powers of extraterritorial jurisdiction as provided in Article 2 of Chapter 160D of the General Statutes or its predecessor, Article 19 of Chapter 160A of the General Statutes, in any area extending more than 1 mile beyond its contiguous corporate limits.

SECTION 7.(b) S.L. 1999-259 is repealed.

SECTION 7.(c) This section becomes effective October 1, 2024.

TOWN OF MOUNT GILEAD ANNEXATION

SECTION 8.(a) The following described property, referenced by Montgomery County Tax Office Parcel Identification Number, is added to the corporate limits of the Town of Mount Gilead: 6574 07 77 0679; 6574 06 58 0603; and 6574 10 45 7738.

SECTION 8.(b) This section becomes effective June 30, 2025. Property in the territory described in this section as of January 1, 2025, is subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2025.

TOWN OF STANLEY VACANCIES

SECTION 9.(a) Section 9 of Chapter 233 of the Private Laws of 1911, as amended by an ordinance adopted by the Town of Stanley on July 1, 1991, and a resolution adopted by the Town of Stanley on March 2, 1992, reads as rewritten:

"Sec. 9. That on the second Monday in May, one thousand nine hundred and eleven, and biennially thereafter, the Town Council, after having taken an oath before some justice of the peace of Gaston County to support the constitution of the United States and the constitution of the State of North Carolina, and to well, faithfully and truly perform the duties of the office of a

Town Council of the town of Stanley, to the best of their ability, which oath shall be subscribed to and entered upon the minutes of the corporation, and attested to by the ~~justice of the peace~~ individual administering the oath, shall take their seats and remain in office for a period of four years and until ~~their successors are~~ a successor is elected and qualified, except such as may be removed for cause or otherwise. They shall organize by electing one ~~of their members chairman,~~ member chair, who shall act as a mayor *pro tempore*, in case of a vacancy, absence, or illness of the mayor. ~~They shall proceed to elect members to fill such vacancies as may arise by death, or failure to elect in the town, whether by virtue of a tie or on certificate of fraud, and shall fill any and all vacancies as may occur from time to time during their term of office, either elective or appointive offices.~~ Notwithstanding G.S. 160A-63, vacancies on the Town Council shall be filled by appointment of the remaining members of the Town Council for the remainder of the unexpired term. A majority of the Town Council shall constitute a quorum for the transaction of business. Said Town Council shall meet for the transaction of business at least once a month, and shall meet on the call of the mayor, or a majority of the Town Council, as often as may be necessary. ~~Said board of aldermen at its first meeting after having been qualified shall proceed to elect a chief of police for said town, and as many assistant policemen as may be deemed necessary from time to time. The chief of police shall also act as tax collector, and as chief of the fire department, until the board of aldermen shall deem it best to elect separate officers for these offices. The board of aldermen shall also elect at this meeting a town clerk, who shall also fill the office of town secretary and treasurer, until the board of aldermen shall deem it best to elect separate officers to fill these offices. They shall also elect a sanitary officer for said town and when deemed necessary a city attorney, and any and all other officers which may be deemed necessary to promote the general welfare of the people and for the good government of the town. Said officers so elected shall hold their respective offices for a period of two years, or until their successors have been elected and qualified, except such as may be removed for cause or otherwise."~~

SECTION 9.(b) This section is effective when it becomes law and applies to vacancies occurring on or after that date.

TOWN OF SUMMERFIELD DEANNEXATION

SECTION 10.(a) The following described property, identified by Guilford County Tax Parcel Property Identification Numbers, is removed from the corporate limits of the Town of Summerfield: 149612, 218953, 146198, 146128, 146205, 146160, 219823, 228628, 146200, 146052, 146207, 146127, 146119, 146149, 146126, 146327, 146325, 146324, 146321, 145496, 145413, 145583, 145568, 150103, 149659, 217566, 149658, 150130, 149642, 149643, 149688, 146919, 146880, 149645, 149651, 149653, 149662, 146952, 146311, 146129, and 146323.

SECTION 10.(b) This section has no effect upon the validity of any liens of the Town of Summerfield for ad valorem taxes or special assessments outstanding before the effective date of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the Town of Summerfield.

SECTION 10.(c) Property described in this section shall not be subject to any existing or future joint annexation agreement entered into between the Town of Summerfield and the City of Greensboro and shall not be subject to the extraterritorial powers of any municipality.

SECTION 10.(d) This section becomes effective June 30, 2024. Property in the territory described in this section as of January 1, 2024, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2024.

CITY OF WASHINGTON DEANNEXATION

SECTION 11.(a) The following described property is removed from the corporate limits of the City of Washington:

BEGINNING at NCGS-WASHPORT AZ MK NAD 83/86 State Plane Coordinates N-66678.6735 and E-2581094.0922, thence North 88° 27' 20" West 2,169.43 feet to a point, thence South 87° 47' 26" West 232.00 feet to a point, thence North 86° 45' 37" West 396.88 feet to a point, thence South 06° 25' 39" West 146.05 feet to a point, thence South 20° 38' 12" West 206.54 feet to a point, thence South 80° 34' 29" West 414.02 feet to a point, thence North 83° 01' 13" West 550.40 feet to a point, thence North 15° 09' 39" East 99.87 feet to a point, thence North 65° 06' 40" West 95.19 feet to a point, thence North 01° 18' 57" East 636.11 feet to a point, thence South 88° 47' 08" East 373.58 feet to a point, thence North 35° 56' 18" East 1,228.56 feet to a point, thence North 87° 42' 16" East 120.87 feet to a point, thence North 08° 54' 16" East 229.80 feet to a point, thence North 35° 56' 04" East 796.77 feet to a point, thence North 07° 11' 33" East, 1,282.66 feet to a point, said point being indicated by N-670565.5558 and E-2579184.4733, thence North 26° 25' 38" West 695.17 feet to a point, thence North 63° 16' 57" East 371.37 feet to a point, thence South 81° 05' 02" East 387.89 feet to a point, thence South 87° 45' 37" East 1,114.31 feet to a point, thence North 04° 45' 37" East 1,114.31 feet to a point, thence North 04° 03' 51" East 34.86 feet to a point, thence South 82° 03' 22" East 64.20 feet to a point, thence South 77° 19' 54" East 49.81 feet to a point, thence South 73° 50' 35" East 126.92 feet to a point, thence South 67° 15' 29" East 110.35 feet to a point, thence South 57° 05' 04" East 163.06 feet to a point, thence South 48° 01' 54" East 131.17 feet to a point, thence South 33° 48' 37" West 197.95 feet to a point, thence South 03° 39' 47" West 344.73 feet to a point, thence South 35° 37' 45" West 809.28 feet to a point, thence South 33° 46' 12" East 95.41 feet to a point, thence South 05° 03' 42" East 76.93 feet to a point, thence South 27° 25' 05" East 101.72 feet to a point, thence South 85° 04' 40" East 115.15 feet to a point, thence South 29° 08' 49" East 213.80 feet to a point, thence South 66° 30' 50" East 54.72 feet to a point, thence South 29° 03' 37" East 215.06 feet to a point, thence South 49° 45' 04" East 163.01 feet to a point, thence South 41° 57' 43" East 226.76 feet to a point, thence South 35° 37' 48" East 109.45 feet to a point, thence South 14° 32' 12" East 116.32 feet to a point, said point being indicated by N-668717.6694 and E-2581521.7757, thence South 53° 13' 30" West 64.94 feet to a point, thence North 85° 32' 49" West 24.03 feet to a point, thence South 48° 12' 55" West 163.24 feet to a point, thence South 27° 55' 18" East 131.07 feet to a point, thence South 26° 35' 04" East 220.74 feet to a point, thence North 63° 37' 38" East 116.64 feet to a point, thence South 47° 57' 16" East 295.08 feet to a point, thence South 49° 51' 07" West 2.25 feet to a point, thence North 35° 17' 53" West 3.86 feet to a point, thence South 67° 05' 44" West 131.14 feet to a point, thence South 27° 03' 31" East 1,036.94 feet to a point, then South 87° 30' 41" East 288.92 feet to a point, thence South 55° 10' 39" East 44.75 feet to a point, thence South 19° 42' 31" East 48.15 feet to a point, thence South 00° 55' 13" West 414.62 feet to a point, thence South 19° 21' 41" West 223.92 feet to a point, thence North 63° 47' 08" West 56.33 feet to a point, thence South 84° 10' 28" West 59.63 feet to a point, thence South 35° 46' 30" West 128.65 feet to a point, thence South 66° 12' 53" West 943.32 feet to a point, thence North 20° 56' 38" West 764.33 feet to a point, said point indicated by N-666678.6735 and E-2581094.0922, the point and place of beginning and being the same property shown on that certain survey by Burgess Land Surveying, P.A. dated July 22, 2009.

SECTION 11.(b) This section has no effect upon the validity of any liens of the City of Washington for ad valorem taxes or special assessments outstanding before the effective date of this section. Such liens may be collected or foreclosed upon after the effective date of this section as though the property were still within the corporate limits of the City of Washington.

SECTION 11.(c) This section becomes effective June 30, 2024. Property in the territory described in this section as of January 1, 2024, is no longer subject to municipal taxes for taxes imposed for taxable years beginning on or after July 1, 2024.

EFFECTIVE DATE

SECTION 12. Except as otherwise provided, this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 28th day of June, 2024.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

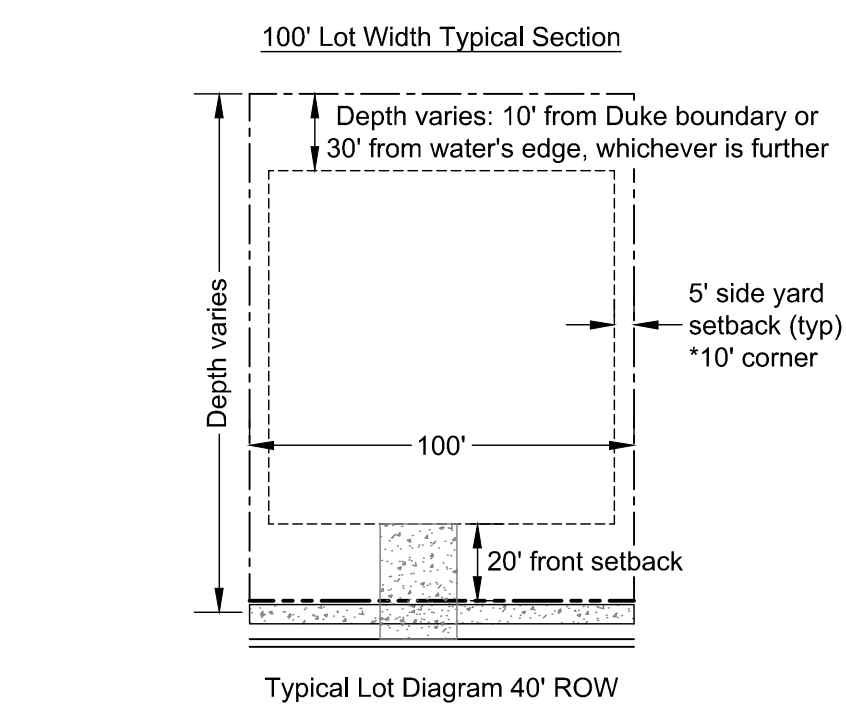
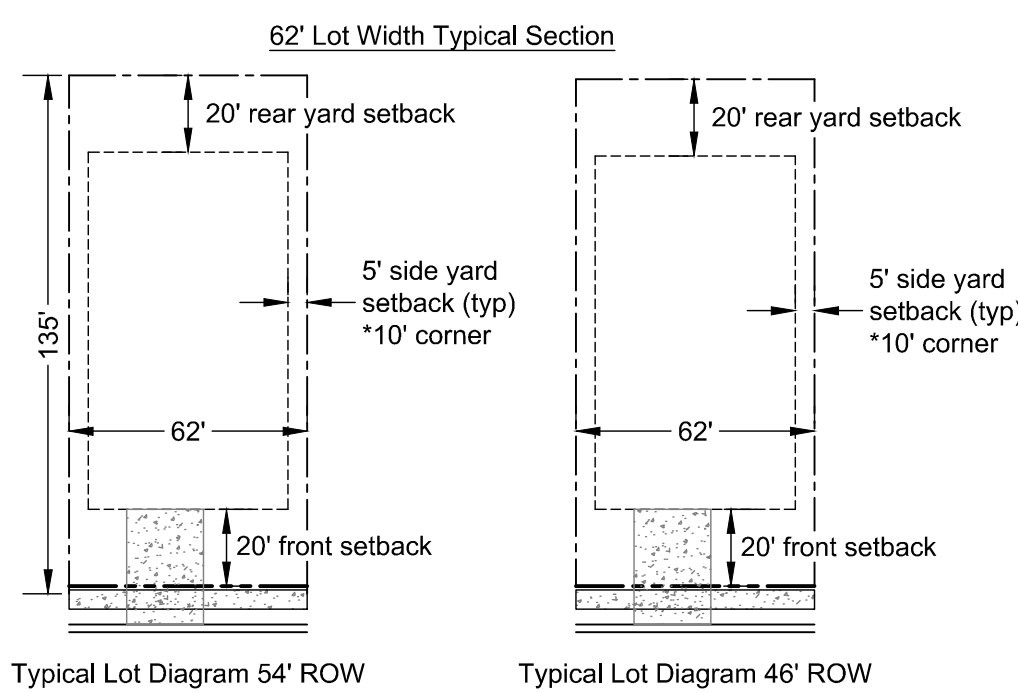
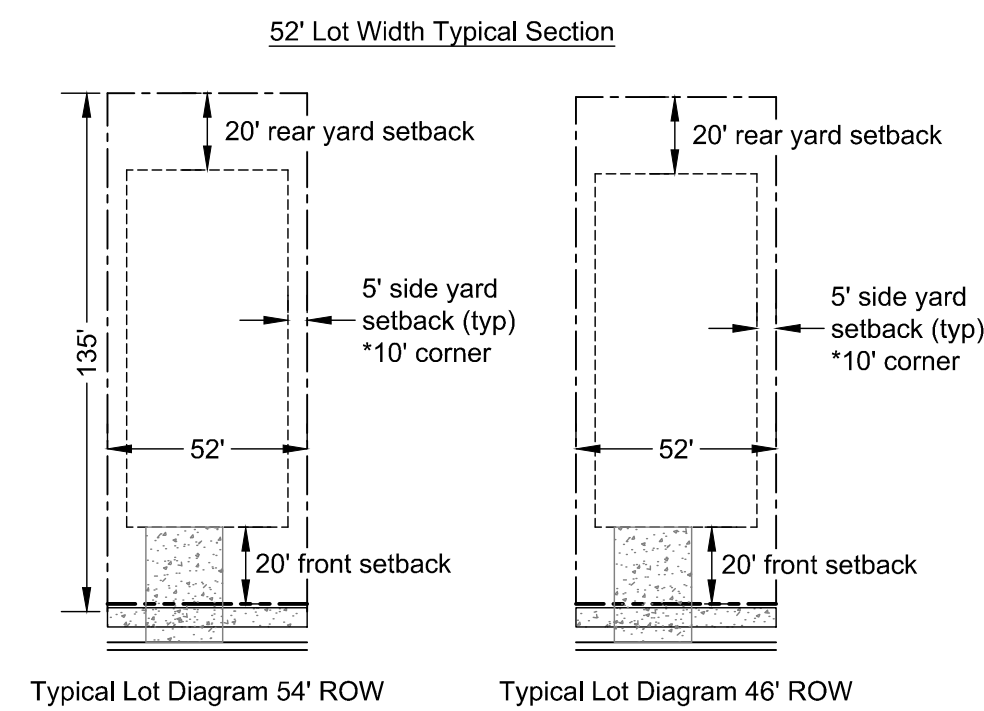
Special Use Plan



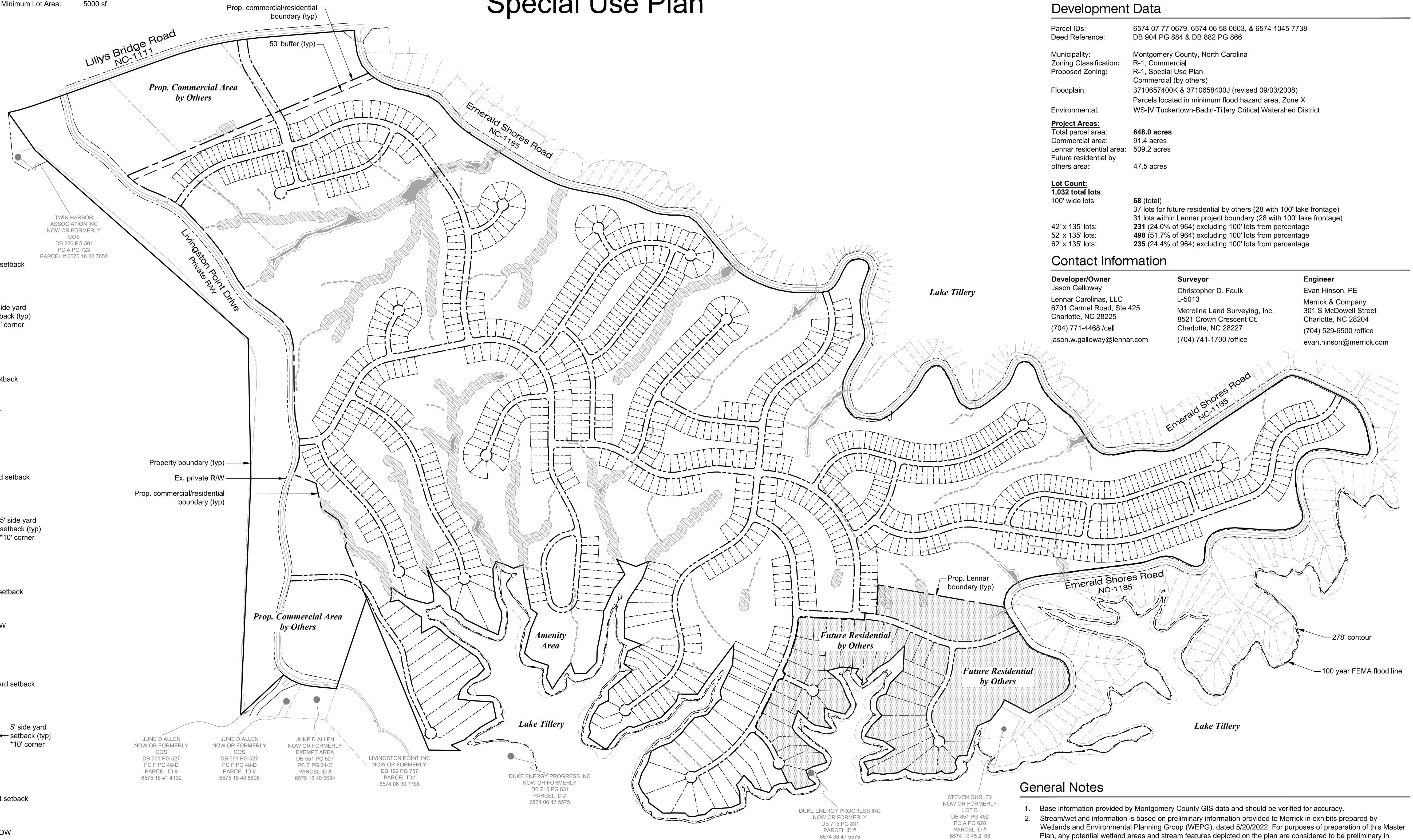
42' Lot Width Typical Section

Typical Lot Diagram 54' ROW

Typical Lot Diagram 46' ROW



Front Yard:	20'
Side Yard:	5'
Corner Yard:	10'
Rear Yard:	20' for 42', 52', and 62' lots See detail below for 100' lots
Minimum Lot Width:	42'
Minimum Lot Depth:	120'
Minimum Lot Area:	5000 sf



The image contains two cross-section diagrams of roads. The left diagram is for an NCDOT 54' Residential Collector Road, showing a 54-foot Right-of-Way (ROW) with a 30-foot Edge-to-Edge (EP-EP) travel lane width. It includes 4-foot planting strips, 5-foot sidewalks, 2-foot Valley C&G (Curb and Gutter) areas, 2.00% slopes, and 1-foot buffers. The base width is 34 feet BC-BC (Base to Base). The right diagram is for an NCDOT 46' Residential Local Road, showing a 46-foot ROW with a 22-foot EP-EP travel lane width. It includes 4-foot planting strips, 5-foot sidewalks, 2-foot Valley C&G areas, 2.00% slopes, and 1-foot buffers. The base width is 26 feet BC-BC. Below the diagrams is a scale bar indicating 1 inch equals 400 feet, with markings at 0, 200, 400, 800, 1200, and 1600 feet. A north arrow is also present.

1	Cover Sheet	04/25/2023
2	Special Use Plan	04/17/2023
3	Special Use Plan	04/17/2023
4	Special Use Plan	04/17/2023
5	Lot Chart	04/17/2023

Parcel IDs: 6574 07 77 0679, 6574 06 58 0603, & 6574 1045 7738
Deed Reference: DB 904 PG 884 & DB 882 PG 8663

Municipality: Montgomery County, North Carolina
Zoning Classification: R-1, Commercial
Proposed Zoning: R-1, Special Use Plan
Commercial (by others)

Floodplain: 3710657400K & 3710658400J (revised 09/03/2008)
Parcels located in minimum flood hazard area, Zone X
WS-IV Tuckertown-Badin-Tillery Critical Watershed District

Environmental:

Project Areas:

Total parcel area:	648.0 acres
Commercial area:	91.4 acres
Lennar residential area:	509.2 acres
Future residential by others area:	47.5 acres

Lot Count:

1,032 total lots	
100' wide lots:	68 (total)
42' x 135' lots:	37 lots for future residential by others (28 with 100' lake frontage)
52' x 135' lots:	31 lots within Lennar project boundary (28 with 100' lake frontage)
62' x 135' lots:	231 (24.0% of 964) excluding 100' lots from percentage
	498 (51.7% of 964) excluding 100' lots from percentage
	235 (24.4% of 964) excluding 100' lots from percentage

Developer/Owner	Surveyor	Engineer
Jason Galloway	Christopher D. Faulk L-5013	Evan Hinson, PE
Lennar Carolinas, LLC 6701 Carmel Road, Ste 425 Charlotte, NC 28225	Metrolina Land Surveying, Inc. 8521 Crown Crescent Ct. Charlotte, NC 28227	Merrick & Company 301 S McDowell Street Charlotte, NC 28204
(704) 771-4468 /cell	(704) 741-1700 /office	(704) 529-6500 /office
jason.v.galloway@lennar.com	evan.hinson@merrick.com	

1. Base information provided by Montgomery County GIS data and should be verified for accuracy.
2. Stream/wetland information is based on preliminary information provided to Merrick in exhibits prepared by Wetlands and Environmental Planning Group (WEPG), dated 5/20/2022. For purposes of preparation of this Master Plan, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Master Plan will need to be revised once all agencies approve on-site wetland/stream and approximate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy—unit loss may occur.

Lennar Carolinas, LLC

[illegible]

Lennar Lake Illery
Montgomery County, North Carolina

Special Use Plan
Overall Plan

 $\text{L}(S)$

		DATE:
DESIGNED BY:	JWC	04/25/23
DRAWN BY:	SKU, PNL	04/25/23
CHECKED BY:	JBM	04/25/23
APPROVED BY:	JBM	04/25/23

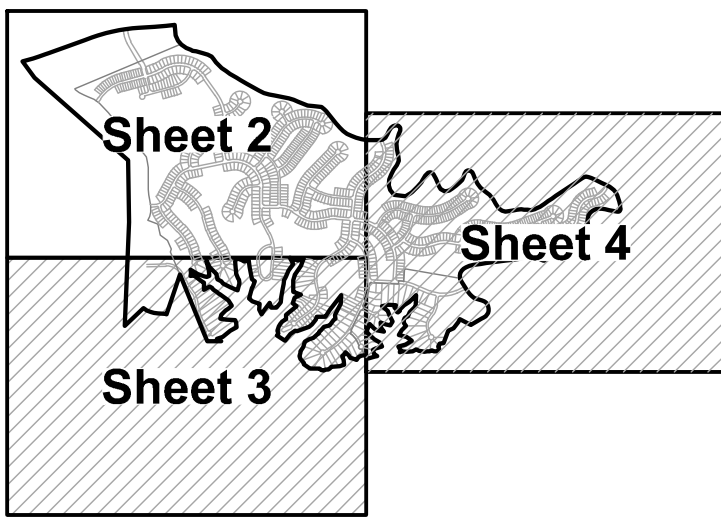
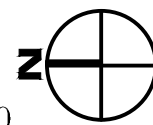
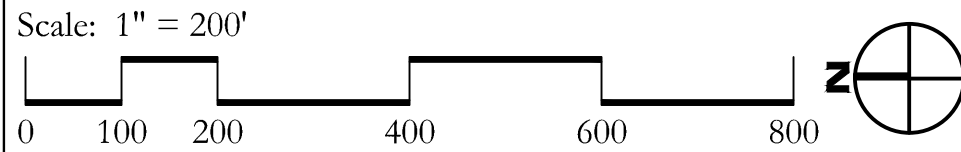
PROJECT/TRACKING #
INTERNAL: 65121570
MUNICIPAL: -
ORIGINAL DATE: 04/25/2023

HEET 1



Legend

- Proposed Development Boundary
- Major Contour
- Minor Contour
- Right of Way
- Property Boundary
- FEMA Flood Line
- Linear Wetland
- Intermediary Stream
- Perennial Stream
- 15' Wetlands Buffer
- 35' Stream Buffer



Key Map

MERRICK
301 S. MCCOY STREET, SUITE 300
CHARLOTTE, NC 28204
PHONE: 704.520.5600
FAX: 704.520.5601
THIS AND ANY OTHER ELECTRONIC MEDIA CONTAINED HEREIN IS AN INSTRUMENT OF SERVICE. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A PROFESSIONAL ENGINEER'S DESIGN OR A PROFESSIONAL ENGINEER'S SEAL. IT IS THE USER'S RESPONSIBILITY TO OBTAIN A PROFESSIONAL ENGINEER'S SEAL AT THE TIME OF ANY UTILIZATION OF ANY INSTRUMENT OF SERVICE. MERRICK & ASSOCIATES, INC. SHALL BE AT THE SOLE RISK FOR THE USER'S UTILIZATION OF ANY INSTRUMENT OF SERVICE WITHOUT THE NECESSARY PROFESSIONAL ENGINEER'S SEAL.

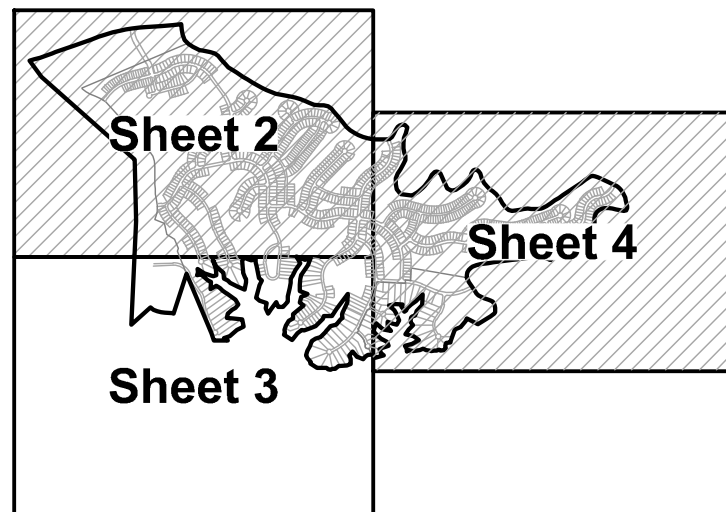
Lennar Carolinas, LLC
6701 Carmel Road
Suite 425
Charlotte, NC 28226

REVISIONS:		CHANGED BY:	DATE:

Lennar Lake Tillery
Montgomery County, North Carolina
Special Use Plan

DESIGN BY:		DATE:
JWC		04/17/23
DRAWN BY:		DATE:
SKU, PNL		04/17/23
CHECKED BY:		DATE:
JEM		04/17/23
APPROVED BY:		DATE:
JEM		04/17/23

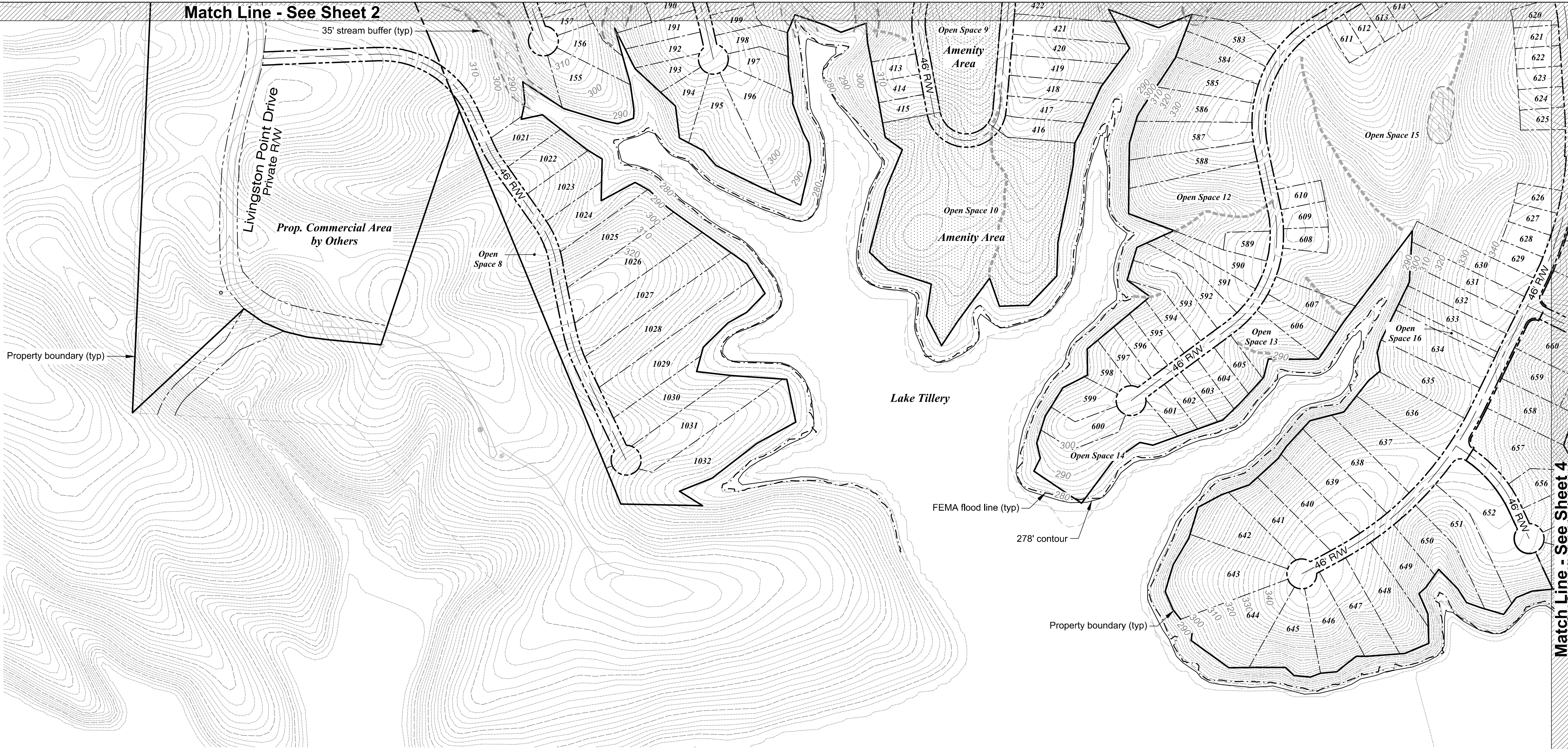
PROJECT/TRACKING #	
INTERNAL: 65121570	
MUNICIPAL: -	
ORIGINAL DATE: 04/17/2023	
SHEET 2	



Key Map

Legend

- Proposed Development Boundary
- Major Contour
- Minor Contour
- Right of Way
- Property Boundary
- FEMA Flood Line
- Linear Wetland
- Intermediary Stream
- Perennial Stream
- 15' Wetlands Buffer
- 35' Stream Buffer



NCDOT Minimum Design Criteria

Ref. pages 26, 27 NCDOT Subdivision Manual

1. Residential Local Subdivision Roads include:

- a. Cul-De-Sacs
- b. Dead End Roads - Less than 2500 feet in length
- c. Short connecting Roads - One block long or that extend on a block by block basis
- d. Loop Roads - Less than 1 mile in length
- e. Other roads that do not connect thoroughfares or serve major traffic. These roads do not have "collector" characteristics.

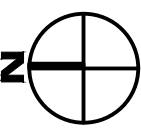
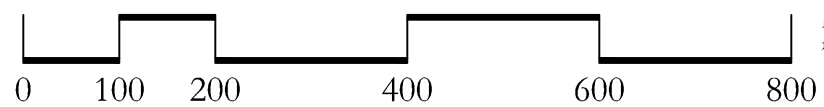
TERRAIN CLASSIFICATION	LEVEL	ROLLING	MOUNTAINOUS
Terrain Classification Definition			
Level - Natural slope range of 0% to 8%			
Rolling - Natural slope range of 8.1% to 15%			
Mountainous - Natural slope over 15%			
Right of Way Width			
Curb and Gutter Section	40'	40'	40'
Shoulder Section	50'	50'	45'
Pavement Width			
Curb and Gutter Section * (See page 28)	*26' F-F	*26' F-F	*26' F-F
Shoulder Section	18'	18'	18'
F-F refers to face to face of standard curb and gutter section. Other types will be reviewed by the District Engineer with the F-F limits applicable.			
Minimum Shoulder Width			
Shoulder Section	6'	4' to 6'	4' to 6'
Shoulder width between 4' to 6' shall be approved by the District Engineer considering adjacent land characteristics.			
Maximum Cut and Fill Slopes	2:1	2:1	1 1/2:1
Design Speed	30 mph	25 mph	20 mph
Minimum Sight Distance on Vertical Curves	200'	150'	110'
Minimum Centerline Radius	230'	150'	90'
Minimum Superelevation Rate for Minimum Radius ** (See page 28)	.06 ft/ft	.04 ft/ft	.02 ft/ft
Maximum Grade	9%	12%	18%
Grades for 100' each way from intersection exceeding 5 percent may be reviewed by District Engineer for consideration. Grades less than 0.5 percent should not be used unless reviewed individually by the District Engineer to determine potential maintenance problems.			
K = Rate of Vertical Curvature for Minimum Sight Distance.			
CREST	30	20	10
SAG	30	20	10
STOP	14	9	5
Formula for determination of length of vertical curve required to provide minimum sight distance.			
[L = KA]			
L = Length of vertical curve in feet			
K = Rate of vertical curvature in feet per percent of A			
A = Algebraic difference in grades in percent			
Minimum Cul-De-Sac Radius Right of Way			
Curb and Gutter Section	45'	45'	45'
Shoulder Section	50'	50'	50'
Minimum Cul -De-Sac Radius * (See page 28)			
Curb and Gutter Section	37' to F	37' to F	37' to F
Shoulder Section	35'	35'	35'

2. Residential Collector Subdivision Roads include:

- a. Dead End Roads - More than 2500 feet in length
- b. Connecting roads between the local residential subdivision roads and the thoroughfare system
- c. Loop Roads - More than one (1) mile in length
- d. Other roads having a "collector" type function in the thoroughfare system

TERRAIN CLASSIFICATION	LEVEL	ROLLING	MOUNTAINOUS
Terrain Classification Definition			
Level - Natural slope range of 0% to 8%			
Rolling - Natural slope range of 8.1% to 15%			
Mountainous - Natural slope over 15%			
Right of Way Width			
Curb and Gutter Section	50'	50'	50'
Shoulder Section	50'	50'	50'
Pavement Width			
Curb and Gutter Section	34' F-F	34' F-F	34' F-F
Shoulder Section	20'	20'	20'
F-F refers to face to face of standard curb and gutter section. Other types will be reviewed by the Division Engineer with the F-F limits applicable.			
Minimum Shoulder Width			
Shoulder Section	6'	6'	6'
Maximum Cut and Fill Slopes	2:1	2:1	1 1/2:1
Design Speed	35 mph	30 mph	25 mph
Minimum Sight Distance on Vertical Curves	250'	200'	150'
Minimum Centerline Radius	310'	230'	150'
Minimum Superelevation Rate for Minimum Radius ** (See page 28)	.08 ft/ft	.06 ft/ft	.04 ft/ft
Maximum Grade	6%	9%	12%
Grades for 100' each way from intersection exceeding 5 percent (%) may be reviewed by District Engineers for consideration. Grades less than 0.5 percent should not be used unless reviewed individually by the District Engineer to determine potential maintenance problems.			
K = Rate of Vertical Curvature for minimum sight distance			
CREST	45	30	20
SAG	45	30	20
STOP	20	14	9
Formula for determination of length of vertical curve required to provide minimum sight distance.			
[L = KA]			
L = Length of vertical curve in feet			
K = Rate of vertical curvature in feet per percent of A			
A = Algebraic difference in grades in percent			

Scale: 1" = 200'



MERRICK



301 S. McDOWELL STREET, SUITE 800
CHARLOTTE, NC 28204
PHONE: 704.520.8600
FAX: 704.520.8601
THIS AND ANY OTHER ELECTRONIC MEDIA CONTAINED HEREIN IS AN INSTRUMENT OF SERVICE. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A PROFESSIONAL ENGINEER'S DESIGN OR CONSULTING SERVICES. IT IS THE USER'S RESPONSIBILITY TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE AT THE SOLE RISK FOR THE CONSEQUENCES OF ANY USE OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF MERRICK & ASSOCIATES, P.C.

Lennar Carolinas, LLC

6701 Carmel Road
Suite 425
Charlotte, NC 28226

REVISIONS:

REV	REVISION DESCRIPTION	DATE	CHANGED BY

Lennar Lake Tillery
Montgomery County, North Carolina

Special Use Plan

SEAL(S)

DESIGN BY:	JWC	DATE:	04/17/23
DRAWN BY:	SKU, PNL		04/17/23
CHECKED BY:	JEM		04/17/23
APPROVED BY:	JEM		04/17/23

PROJECT/TRACKING #	
INTERNAL:	65121570
MUNICIPAL:	-
ORIGINAL DATE:	04/17/2023

SHEET 3

[illegible]



March 26, 2024

Mr. Dylan Haman
Town Manager
Mount Gilead, NC

Re: Support for Mount Gilead Annexation Bill – An Act to Add Certain Described Property to The Corporate Limits of the Town of Mount Gilead (the “Town”).

Dear Mr. Haman,

I am writing to you on behalf of Lennar Corporation (“Lennar”), to express our strong support for the bill entitled “An Act to Add Certain Described Property to the Corporate Limits of the Town of Mount Gilead.” As a nationally recognized leader in the homebuilding industry, Lennar is committed to developing communities that not only meet the needs of our customers but also contribute positively to the surrounding areas.

The inclusion of the described property into the corporate limits of the Town of Mount Gilead represents a significant opportunity for growth and development within the area. It would not only enable Lennar to extend its high-quality residential developments to more families and individuals looking for a place to call home, but also contribute to the local economy through increased tax revenue, job opportunities, and overall community development.

At Lennar, we believe that the expansion of the Town’s corporate limits to include this property advances the mutual goals of enhancing community living standards and fostering economic growth. Furthermore, the annexation of this property provides an opportunity for better coordination of public services and new infrastructure development, ensuring that the needs of both existing and future residents are adequately met.

Thank you for your consideration of this important local bill. We are available for any further information or discussion regarding our support and the benefits of this act.

Sincerely,

Mark Henninger
Vice President
Lennar Carolinas, LLC

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

TOWN OF MOUNT GILEAD

PLANNING BOARD

ACTION AGENDA ITEM

Meeting Date: August 7, 2025

**Action Agenda
Item No.**

SUBJECT: Comprehensive Plan and Future Land Use Map Amendment – B and C Land Farming LLC off Lilly’s Bridge Road and Like Tillery Road - Parcel Identification Numbers (PINs) 6574 07 77 0679; 6574 06 58 0603; and 6574 10 45 7738
--

DEPARTMENT: Central Permitting - Planning	
ATTACHMENTS:	CONTACTS: Barrett Brown, Manager Michael D. Harvey, Planner

PURPOSE: Begin review and make a recommendation to the Mount Gilead Town Board of Commissioners on a request to modify the Comprehensive Plan Future Land Use Map for several parcels of property off Lilly’s Bridge Road and Like Tillery Road.

BACKGROUND: The Town of Mount Gilead recently completed work on getting approval through the NC General Assembly (House Bill 909) on the annexation of approximately 645 acres of property off Lilly’s Bridge Road and Like Tillery Road owned by B and C Land Farming LLC.

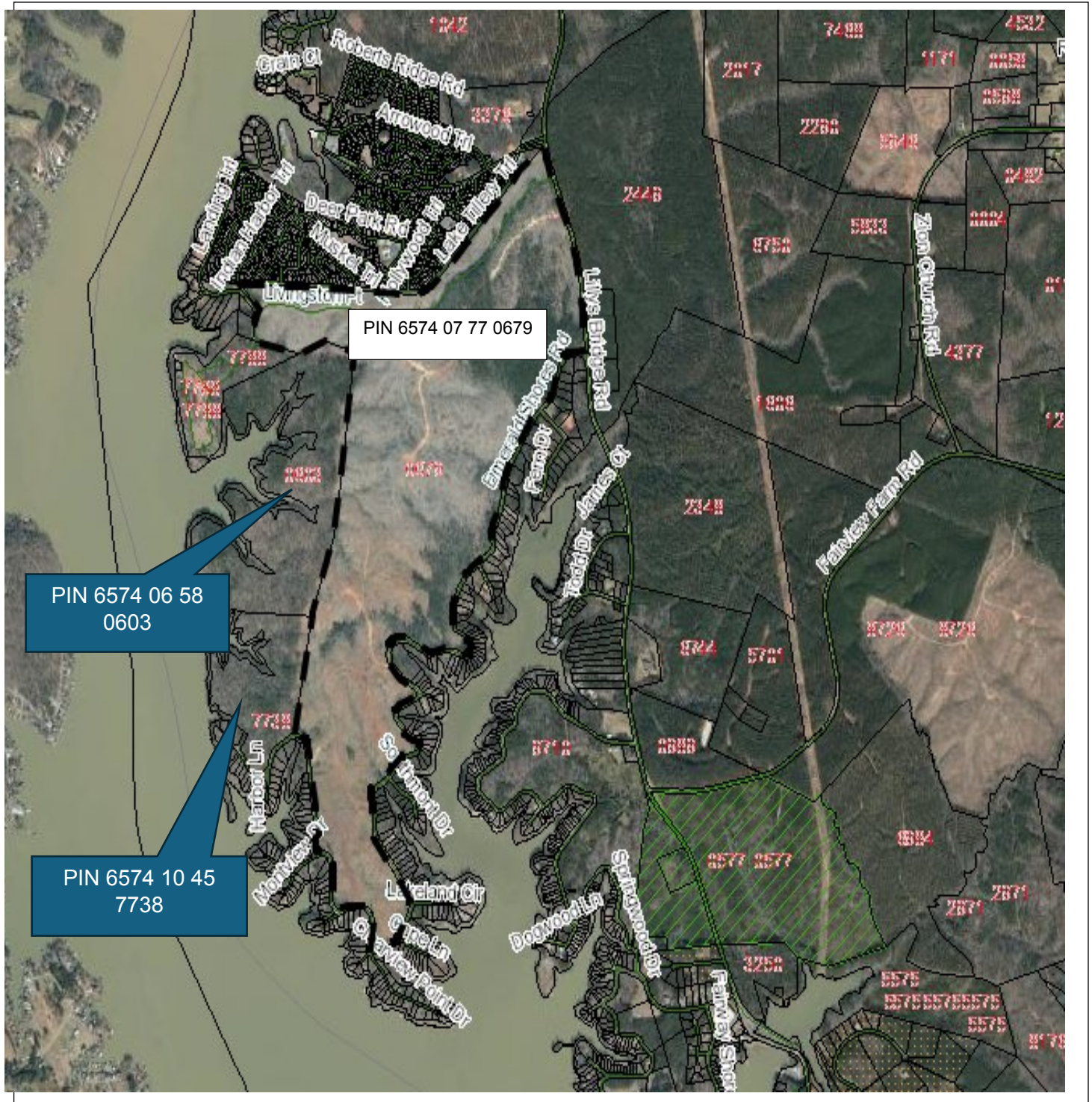
STAFF COMMENT: The annexation does not become effective until June 30, 2025.

The annexation is composed of three (3) separate parcels, further identified utilizing Montgomery County Parcel Identification Numbers (PINs) 6574 07 77 0679; 6574 06 58 0603; and 6574 10 45 7738. The parcel(s) were previously zoned by the County to be part of a Conditional Zoning District by Lennar Corporation for residential and commercial development.

The owner and developer sought annexation to the Town as a means of securing access to utilities (i.e., water and sewer).

From an environmental management perspective, the parcel(s) are located within the Lake Tillery Watershed and are adjacent to Special Flood Hazard Area (SFHA) as shown on the most recent Flood Insurance Rate Map (FIRM) for the area.

Map of Subject Parcels:



As these parcels will be subject to the Town of Mount Gilead's land use planning program, the Town needs to modify the current Comprehensive Plan and Future Land Use Map to incorporate the parcel(s) into the adopted plan. The first step is assigning a land use

category to the three (3) parcels consistent with existing standards as detailed within the adopted plan.

PROPOSAL:

As detailed within this staff abstract, the Town needs to begin the process of modifying the existing Comprehensive Plan related to this new area and assigning a land use category to the three (3) parcels.

Staff has completed an assessment of the area in question and has noted the area designated for annexation is in proximity to parcels designated on the existing Future Land Use Map as being within the Neighborhood Mixed-Use land use category as noted below:



Per the adopted Comprehensive Plan, the Neighborhood Mixed-Use Land Use Category is areas characterized:

... by an interconnected local road network, available water or wastewater, and walkable neighborhoods that connect to parks, preserved open space, commercial nodes, and

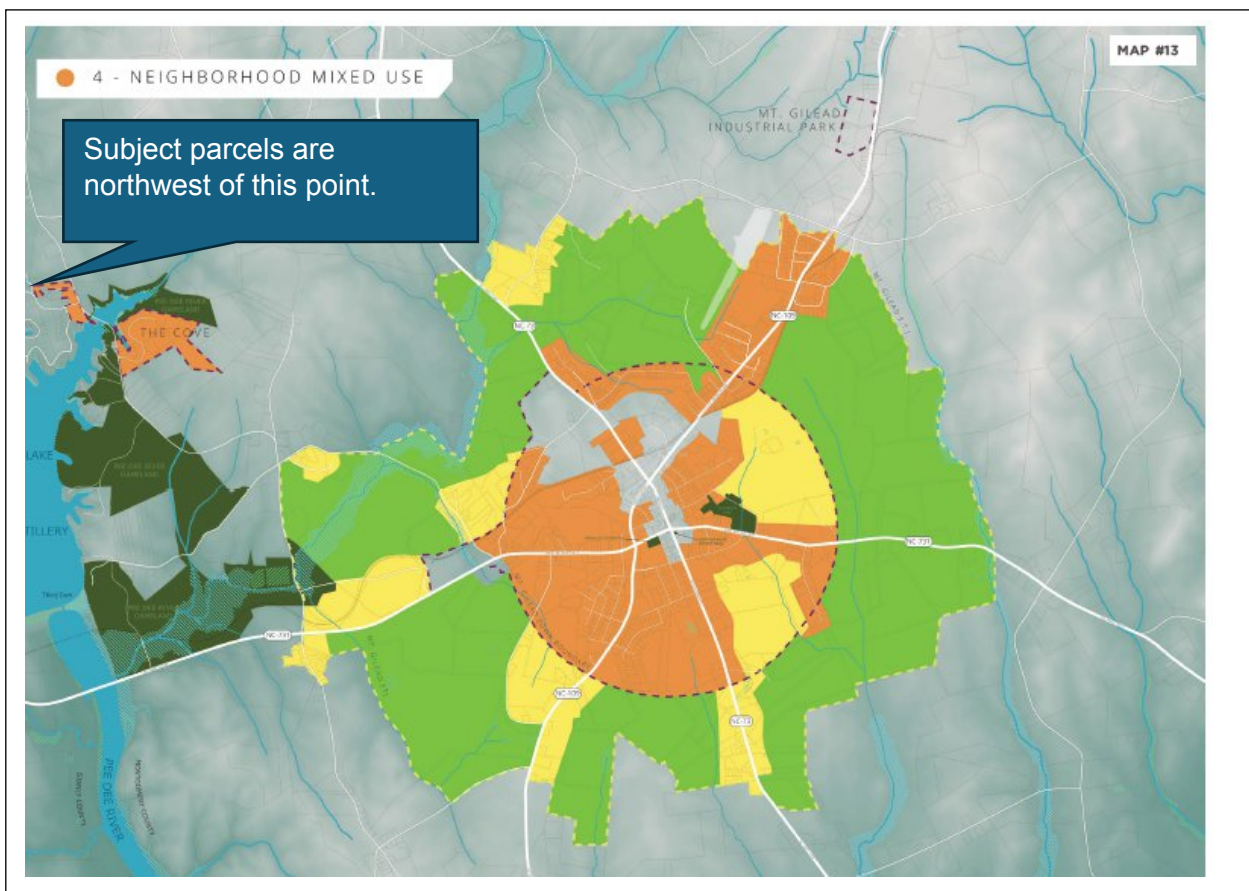
other neighborhoods. This pattern of development can provide significant public health benefits by creating safe and accessible opportunities for walking and biking.

Appropriate Land Uses and Development Types:

- *Medium-density single family neighborhoods*
- *Mixed residential developments that provide a variety of housing types*
- *Neighborhood-scale Multi-family developments*
- *Neighborhood office, commercial, or entertainment mixed-use that could include artisanal maker-space or small-scale manufacturing.*
- *Civic uses such as parks, schools, fire departments, community centers, libraries, Town, and County facilities*
- *Encourage neighborhood-serving commercial to locate near road intersections, and other neighborhood-serving facilities such as schools and parks and existing compatible commercial uses.*

All new development and redevelopment in shall connect to municipal water service.

Medium residential densities and compatible commercial uses are encouraged to locate within where both water and wastewater services are available.



The Town will have to update the adopted Comprehensive Plan and assign a land use designation to these three (3) parcels based on current anticipated land uses. The most logical option appears to be the Neighborhood Mixed-Use district based on available information. This is the first step in this process.

STAFF COMMENT: Assigning a land use designation does not guarantee approval of a rezoning petition or authorize commencement of development activities (i.e., land disturbing activities/construction). What this will do is assign a Comprehensive Land Use Plan designation to the three (3) subject parcels and permit the applicant to then seek a zoning designation of the parcels consistent with this designation in accordance with the provisions of the adopted plan in accordance with the established procedures to amend the Town of Mount Gilead Zoning Map.

PROCEDURE TO AMEND THE FUTURE LAND USE MAP:

Consistent with local regulations and State law, the process to amend the Future Land Use Map of the Comprehensive Plan shall adhere to the following process:

1. Amendments to a previously adopted Comprehensive Plan are processed in accordance with the procedures for Zoning Text/Map Amendment(s) as detailed within the Town of Mount Gilead Zoning Ordinance and NCGS 160D-501 inclusive;
2. If amendment(s) are staff generated, they are presented to the Planning Board at a regular meeting for review/discussion. The Planning Board makes a recommendation on the proposed amendment based on:
 - a. Compliance with the goals, policies, objectives of the adopted plan,
 - b. Consistency with adjacent land uses as detailed on the Future Land Use Map,
 - c. The Board will adopt a Statement of Consistency and Reasonableness either affirming the change meets the plan or detailing how the proposed modification is inconsistent with the plan. This will constitute a recommendation to the Town Board on the proposed modification.
3. Town Board review:
 - a. The Town Board shall schedule a Legislative Hearing to review the proposed modification and advertise same as follows:
 - i. Advertisement in the newspaper (once a week for two (2) consecutive weeks in a paper of local circulation);
 - ii. Letters to adjacent property owners informing them of the proposed Future Land Use Map amendment, sent a minimum of 14-days prior to the date of the legislative hearing via first class mail;

- iii. Signs posted on the property advertising the date, time, and location of the hearing.
- b. The Board shall hold the hearing to receive the Planning Board recommendation and accept staff/public comments. Once the hearing is closed, the Board will take final action on the request and adopt a Statement of Consistency on the proposed modification finding the request is consistent or inconsistent with the adopted Comprehensive Plan and approve or deny the proposed modification.

STAFF RECOMMENDATION: Staff is recommending the Board consider placing the three (3) parcels within the Neighborhood Mixed-Use Land Use Category as defined within the Comprehensive Plan given the parcel(s) proximity to existing parcel(s) within said land use category.

This is what the Town has anticipated for the region based on the current adopted plan and constitutes a logical extension of existing land use intensities for this portion of Mount Gilead.

Legal Ad:

In accordance with the provisions of Article 10.5 *Amendments* of the Mount Gilead Zoning Ordinance and North Carolina General Statute 160D Article 6 inclusive, the Town of Mount Gilead Town Board has scheduled a LEGISLATIVE HEARING for Monday July 1, 2025 at 7:00 p.m. at the Mount Gilead Fire Department located at 106 East Allenton Street to receive the Planning Board recommendation, accept public comment, and take formal action on the following:

1. Comprehensive Plan Amendment and Future Land Use Map Amendment: Extension of the Neighborhood Mixed-Use Land Use Category

The Town is holding a LEGISLATIVE HEARING to review a staff generated proposal to extend the Neighborhood Mixed-Use Land Use Category over 3 parcels off Lilly's Bridge Road and Like Tillery Road , specifically Parcel Identification Numbers (PINs) 6574 07 77 0679; 6574 06 58 0603; and 6574 10 45 7738. The parcels are owned by JEN HOLDCO 24 LLC (formally B and C Land Farming LLC) being developed by Lennar as the Retreat.

The Neighborhood Mixed-Use Land Use Category allows for medium intensity residential and mixed-use residential/commercial developments per the adopted Comprehensive Plan. There are existing parcels near the subject parcels with this designation, constituting a local extension of the land use category.

The Planning Board has recommended approval of the proposed request.

2. Zoning Map Amendment – Conditional Zoning Request for The Retreat off Lilly's Bridge Road

The Town is holding a LEGISLATIVE HEARING to review a Conditional Zoning Request from Lennar for the Retreat, a mixed use residential and commercial development off Lilly's Bridge Road and Like Tillery Road - Parcel Identification Numbers (PINs) 6574 07 77 0679; 6574 06 58 0603; and 6574 10 45 7738. The parcels are owned by JEN HOLDCO 24 LLC (formally B and C Land Farming LLC) being developed by Lennar.

The parcel(s) were previously zoned by the County to be part of a Conditional Zoning District for mixed-use project. The parcel(s) are being annexed into the Town consistent with action taken by the NC General Assembly.

The applicant is proposing the Town adopt the same site plan previously approved by the County and involve rezoning the parcel(s) to Conditional Zoning R-15 Low/Moderate Density Single-Family Residential District and General Business (GB) for the commercial areas noted on the plan consistent with Section 4.1 (A) (2) of the Town of Mount Gilead Zoning Ordinance.

The total project area is 648 acres, with residential development occupying: 509 acres (approximately 77% of the project) with a total of 1,032 individual lots at an overall rough density of 2 dwelling units per acre of property. Residences will be

single-family stick-built or modular units (i.e., no proposed manufactured housing units). Commercial development would encumber approximately 91.4 acres, or approximately 15% of the project area. There will be approximately 48 acres of open space area.

The Planning Board has recommended approval of the request.

Members of the public are invited to attend the LEGISLATIVE HEARING and offer comment on the proposal(s) consistent with the Town's applicable rules of procedure. Questions concerning these items can be directed to the Town Manager at (910) 439-6687.

Persons with disabilities needing assistance, individuals having a request for an interpreter, or members of the public requiring assistance please contact the Town Clerk at (910) 210-0951.

TOWN OF MOUNT GILEAD TOWN BOARD
NOTICE OF LEGISLATIVE HEARING
REVIEW OF CONDITIONAL REZONING REQUEST FOR
THE RETREAT (parcels 6574 07 77 0679, 6574 06 58 0603, and 6574 10 45 7738)
Rezoning to Conditional Zoning R-15 and GB
WHEN: THURSDAY AUGUST 7, 2025 6:00 P.M.
WHERE: MOUNT GILEAD FIRE DEPARTMENT - 106 EAST ALLENTON STREET

FOR MORE INFORMATION CONTACT TOWN STAFF AT: (910) 210-0951 OR (910) 439-6687

<http://mtgileadnc.com/>



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 8/7/2025	Agenda Item Number: V A.
Submitted By: Barrett Brown	Department: Administration
Attachments: Draft Agreement with WithersRavenel Engineering	
Topic: Consider Agreement with WithersRavenel Engineering For Phase 1 of Wastewater Treatment Plant Evaluation and Planning Services.	

Staff Summary: In December of 2024, the Town Board selected WithersRavenel for long term planning and evaluation services for the Wastewater Treatment Plant. A proposal for Phase 1 of the process is provided for the Board's consideration.

Phase one is to review the system to determine points of inflow and infiltration (I&I). I&I is a typical issue that all sewer systems have to monitor and eventually address. I&I is when groundwater, rainwater, creeks overflowing, etc., gets into the sewer system. This is an issue because it requires additional costs to treat this water that should not be in the system. Additionally, it reduces the available capacity of the WWTP. Phase 1 will also review the impact of the I&I issue as well as project growth on the sewer system.

The agreement for Phase 1 services was is provided for in the FY 25/26 Town of Mount Gilead Budget.

Direct Cost: \$38,000	Line Item Utilized: 20-420-40
Amount Remaining after Action:	In Current Budget: Yes
Plans if Not in Current Budget:	

Staff Recommendation: Approve Contract with WithersRavenel for Phase 1 services

Examples of Motions:

Approve: I move to approve the proposed agreement with WithersRavenel in the amount of \$38,000 for Phase 1 Wastewater Treatment Plant evaluation services.

January 8, 2025

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

**RE: Agreement for Town of Mount Gilead
WWTP Facilities Plan and Preliminary Engineering Report Phase I
Mount Gilead, North Carolina 27306
WR Project No. WR 24-1260**

Dear Mr. Ferris

WithersRavenel is pleased to provide this Agreement for the WWTP Facilities Plan and Preliminary Engineering Report Phase I project. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel



Clark Maness, PE
Director of Utilities, Raleigh

cmaness@withersravenel.com
Ph. 919-469-3340 | Direct. 919-535-5213

115 MacKenan Drive | Cary, NC 27511

t: 919.469.3340 | f: 919.467.6008 | www.withersravenel.com | License No. F-1749

Asheville | Cary | Charlotte | Greensboro | Pittsboro | Raleigh | Southern Pines | Wilmington

Town of Mount Gilead Mount Gilead, North Carolina Agreement for Professional Services

A. Project Description

This agreement for engineering services is based on the project site located at the Town of Mount Gilead WWTP in Montgomery County, Mount Gilead, North Carolina.

Below is a summary of several key aspects used to develop the detailed scope of services. The scope is based on discussions with the Town of Mount Gilead and preliminary research.

The Town of Mount Gilead wastewater treatment plant (WWTP) has a permitted capacity of 0.85 million gallons per day (MGD). Recent wet weather flows and residential, commercial, and industrial growth within the Town of Mount Gilead sewer service area along the Lake Tillery corridor has led the Town to consider expanding their WWTP capacity to accommodate future growth and excess wet weather flows. The Town seeks engineering services to evaluate the feasibility and impacts of this expansion.

Phase I of this evaluation shall include the following:

1. Evaluation of existing sewer flow, including wet weather peak flow, from the existing customer base and service area and the remaining WWTP capacity,
2. Evaluation of projected sewer growth in the service area and impacts to the remaining WWTP capacity or needed increases to this capacity,
3. Impact of infiltration/inflow of the existing service area that requires existing WWTP capacity,
4. Preparation of requests with documentation to the North Carolina Department of Environmental Quality for the impacts to discharge limits of an expanded WWTP discharge permit.

Following completion of this first phase of engineering services, it is anticipated that Phase II services would result in a contract amendment that may include:

1. Development of a funding and finance strategy in order to advance the findings of the first phase
2. Preparation of an Engineering Alternatives Analysis Document with conceptual design and opinion of costs to meet the proposed permit limitations,
3. Preparation of an application for modification of the existing WWTP discharge permit to the NCDEQ.
4. Preparation of a Preliminary Engineering Report to determine WWTP design/construction alternatives, funding alternatives and a proposed plan and schedule of actions.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of Mount Gilead shall be known as the "Client";
2. WithersRavenel shall be known as the "Consultant";
3. The property and overall project shall be known as the "Project";
4. Montgomery County shall be known as "County";
5. North Carolina Department of Environmental Quality shall be known as "NCDEQ";
6. Wastewater Treatment Plant shall be known as "WWTP".

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Time Frame for Completion
Kick Off Meeting & Site Visits	2 weeks from NTP
Flow Monitoring	4 months from NTP
Existing WWTP and Pump Station Flow Analysis	4 months from NTP
Future Sewer flow analysis	5 months from NTP
Preparation of NCDEQ speculative limits request and documentation, responses to comments	10 months from NTP

1. From the milestone time frames and factoring in variability in the approval process, Consultant estimates the total project timeframe for the Scope of Services to be ten (10) months.
2. The estimated timeframe(s) may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies;
 - b. Timeliness and accuracy of information provided by the Client and Client consultants.
3. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
4. Certain tasks, such as review and approval of a speculative limits request by the NCDEQ, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Phase I Scope of Services

- A. Consultant will schedule a preliminary meeting with the NCDEQ National Pollutant Discharge Elimination System (NPDES) Permitting Unit to determine the extent and type of stream modeling required for a Speculative Limits Request (SLR) to be processed for an increased discharge permit for the Client's WWTP.
- B. Consultant will prepare a Technical Memorandum (TM) to become the appendix of the SLR for the need of the WWTP expansion. The data required to develop the TM will be as follows:

1. Gather existing flow data from WWTP DMR data, Client pump station drawdown data and Client pump run times, Client and Montgomery County Water customer billing data, and historical rainfall data to estimate and compare how much infiltration/inflow (I/I) influences the average and peak WWTP flow.
 2. Consultant will have subconsultant set one flow meter on the outfall that conveys “in-Town” flow to the WWTP for a minimum of three months to estimate dry weather average daily flow and peak wet weather flows. Consultant will compare “in Town” flow data to data derived from analyzing pump run times and drawdown tests at Lift Station 6 and existing data from Lift station 7 during same time period. This will allow for the direct correlation of the impacts from the Twin Harbors/Lake Tillery flow and the I/I from this source that has numerous private lines outside the Client’s legal ownership/responsibility.
 3. Consultant will perform a preliminary sewer flow projection forecast for the next 20 years based on State demographic population forecast, local zoning and Montgomery County building permit trends.
 4. Consultant will complete summary of the WWTP expansion needed, justification of existing and future base flow and sources and amounts of I/I from desk top studies, and justification of WWTP expansion versus removal of I/I from uncontrollable sources. The removal of I/I is never guaranteed and thereby must be weighed accordingly.
 5. Consultant will provide draft TM to Client for review, schedule and attend a virtual review meeting with the Client for concurrence of the recommended maximum monthly average daily flow to be requested in the SLR prior to finalizing the TM and SLR.
- C. Consultant will submit an SLR (on client’s letterhead) to the NCDEQ NPDES Permitting Unit to determine the appropriate discharge limits that may be associated with an increased discharge permit for the Client’s WWTP. If NCDEQ deviates from the historical process utilized in determining speculative limits, such as requiring in stream monitoring and modeling, then additional services and time will be required for the Consultant. This could be up to two additional years because one year of monitoring may be required.

Deliverables

- Flow Metering Results and Flow Projection Technical Memorandum
- Speculative Limit Request Letter for Client Letterhead

Task 2 - Project Management

Consultant shall manage the project by:

- A. Keeping the Client regularly informed of progress and providing oversight of the production tasks.
- B. Conducting one (1) kickoff meeting with Client Staff to determine the determine the availability of needed data, determine the availability of Client Staff for assistance, the availability of Client documents, and overall project goals and schedules.
- C. Conduct one (1) virtual final review meeting following submission of Task 1 deliverables.
- D. Other site visits as needed during preliminary data gathering.
- E. Internal team management.
- F. Record and distribute meeting minutes for Client Staff that document action items and the responsible party during the kickoff meeting and the final review meeting.

Deliverables

- Kick-off Meeting Summary

- Final Review Meeting Summary

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control;
- Expert witnesses;

Planning/Studies

- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer Analysis.
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- Town or regulatory approvals;

- Special & Conditional Use Permits;
- NPDES stream sampling and modeling/studies for Speculative Limits Request;

Services During Construction

- Engineer's Opinion of Costs;
- Bidding/negotiation services;
- Pay application reviews;
- Change order reviews;
- Shop Drawing review;
- RFI's during bidding;
- Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- Engineer Certifications;
- O&M/SWMP Manuals;

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal high-water table determinations);
- Soil Media Mix Testing and Gradation Certification;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- Permitting Services
- Building permits and associated work;
- Erosion Control permits;
- Water/Sewer permits;
- 401/404 permitting;
- Floodplain Development permit;
- NCDOT permitting;

- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Water feature and/or pool design;
- Renderings;
- Park improvements;
- Public art design or commissioning

Services by Others

- Geotechnical services;
- Architectural and MEP services;
- Structural Services;
- Arborist/Registered Forester Services;

Documents/Drawings

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;

- Lot Matrix;

Design Services

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

Project Management

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client's requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Attend Client or City meetings as required/needed;
- j. Provide access to property for Consultant and subconsultants;

- k. Discussions/negotiations with adjacent landowners;
 - l. Acquire all off-site utility and/or construction easements required for this Project;
 - m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
 - n. All submittal, review, or permitting fees associated with the Project;
 - o. Any legal representation requiring an attorney at law.
2. Project Specific:
- a. Provide Mission Control Data for Client Lift Stations. If pump runtime data for pump stations is insufficient then additional flow monitoring at pump station may be required, which will require additional services and time for Consultant.
 - b. Provide Client Lift Station drawdown testing results.
 - c. Provide Client customer base billing information.
 - d. Provide Client intergovernmental agreements, service agreements with bulk customers and billing rates, conditions.
 - e. Provide access to Client WWTP DMR data, plans, specifications, O&M manuals for scanning.
 - f. Provide access to outfall manhole to setup flow monitor.
 - g. Provide Client representative to assist with installing and removing flow monitor.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum budget as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Phase I Scope of Services (lump sum)	\$31,000
2	Project Management (lump sum)	\$7,000
TOTAL		\$38,000

- a. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- b. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
- c. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
- d. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.

G. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Mount Gilead. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WITHERSRAVENEL

ACCEPTED BY:

TOWN OF MOUNT GILEAD

Signature

Clark Maness

Name

Director of Utilities, Raleigh

Title

Signature

Name

Title

Signature

Ken Orié

Name

Practice Area Lead, Utilities

Title

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer:

Printed Name:

Date:

Attachments:

Exhibit I- Standard Terms and Conditions

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



TOWN OF MOUNT GILEAD

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

MEMORANDUM

Meeting Date: 8/7/2025	Agenda Item Number: V B.
Submitted By: Barrett Brown	Department: Administration
Attachments: Draft Agreement with Piedmont Triad Regional Council (PTRC)	
Topic: Consider an Agreement with Piedmont Triad Regional Council For Grant Administration Services for the CDBG-I Awarded to the Town for Water Line Replacement and Extension on Julius Chambers Avenue and Adjoining Streets.	

Staff Summary: The Town has been awarded a Community Development Block Grant (Infrastructure) in the amount of \$2,204,000. This is for water line replacement and extensions on a portion of Julius Chambers Avenue and some of the side streets. The Town needs Grant Administration services. These services have to be formally solicited, unless a Regional Council formerly known as Councils of Government (COG). The proposal from the PTRC is attached in the amount of ?????? and is recommended for approval.

As a reminder, the Town's request was \$3,000,000. Due to a misunderstanding by the grant review staff, the costs to replace the asphalt disturbed by the project was removed. Therefore, the project as requested is not fully funded. The Town has proceeded with grant acceptance while also working with the WithersRavenel, who prepared the application, to pursue the needed additional funding. If this effort is not successful, the Town can reduce the scope fo the project and complete what the current funding will allow.

Direct Cost:	Line Item Utilized:
Amount Remaining after Action:	In Current Budget:
Plans if Not in Current Budget:	

Staff Recommendation: Approve the Consent Agenda

Examples of Motions:

Approve:

AN AMENDMENT TO THE TOWN OF MOUNT GILEAD
BUDGET ORDINANCE FOR FISCAL YEAR 2025-2026

WHEREAS, The Town of Mount Gilead has the authority pursuant to Article 15 of Chapter 159 of the North Carolina General Statutes; and

WHEREAS section 159-28 of the North Carolina General Statutes Specifically Requires Available Funds prior to incurring obligations;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Mount Gilead, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2026.

Section 1: To amend the General Fund, the following appropriation is to be amended as follows:

DEPARTMENT	ACCOUNT #	AMOUNT	FROM	TO
ADMINISTRATION	10-400-74	\$2,500	\$275,100	\$277,600

This will result in a net increase of \$2,500 in the overall budget.

Section 2: To amend the General Fund, the revenue account to be amended is follows:

REVENUE ACCOUNT	ACCOUNT #	AMOUNT	FROM	TO
MISC DONATIONS	10-320-33	\$2,500	\$500	\$3,000

Section 3: Reason – The Town received a check for support of the Mount Gilead Museum Foundation from the North Carolina Community Foundation, Inc. referencing the Branson and Lorraine McRae Endowment Fund. This budget amendment allows the Town to record these funds and disburse to the Mount Gilead Museum.

Section 4: Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer for their direction.

Adopted this 7th day of August, 2025 by the Town of Mount Gilead Board of Commissioners.

MAYOR

TOWN MANAGER

TOWN CLERK

AN AMEMNDMENT TO THE TOWN OF MOUNT GILEAD

BUDGET ORDINANCE FOR FISCAL YEAR 2025-2026

WHEREAS, The Town of Mount Gilead has the authority pursuant to Article 15 of Chapter 159 of the North Carolina General Statutes; and

WHEREAS section 159-28 of the North Carolina General Statutes Specifically Requires Available Funds prior to incurring obligations;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Mount Gilead, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2026.

Section 1: To amend the General Fund, the following appropriations are to be amended as follows:

DEPARTMENT	ACCOUNT	AMOUNT	FROM	TO
Parks and Recreation	10-500-37	\$50,000	\$111,000	\$161,000

This will result in a net increase of \$50,000 in the overall budget.

Section 2: To receive grant revenue. the revenue account to be amended is as follows:

REVENUE ACCOUNT	ACCOUNT	AMOUNT	FROM	TO
Pool Improvement Grant	10-315-17	\$50,000	\$0	\$50,000

Section 3: Reason – Montgomery County grant money awarded and received for pool improvements after the 2025-2026 budget was adopted.

Section 4: Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer for their direction.

This 7th day of August 2025 was adopted by the Town of Mount Gilead Board of Commissioners.

MAYOR

TOWN MANAGER

TOWN CLERK

AN AMENDMENT TO THE TOWN OF MOUNT GILEAD

BUDGET ORDINANCE FOR FISCAL YEAR 2025-2026

WHEREAS, The Town of Mount Gilead has the authority pursuant to Article 15 of Chapter 159 of the North Carolina General Statutes; and

WHEREAS section 159-28 of the North Carolina General Statutes Specifically Requires Available Funds prior to incurring obligations;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Mount Gilead, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2026.

Section 1: To amend the General Fund and the Water and Sewer Fund, the following appropriations are to be amended as follows:

DEPARTMENT	ACCOUNT #	AMOUNT	FROM	TO
Police	10-550-20	\$4,800	\$697,600	\$702,400
Water Operations	20-410-75	\$4,789	\$382,950	\$387,739
Grant Administration	20-400-40	\$6,383	\$324,015	\$330,398
Wastewater Plant	20-420-34	\$3,645	\$372,450	\$376,095

This will result in a net increase of \$19,617 in the overall budget.

Section 2: To amend the General Fund and the Water and Sewer Fund, the revenues to be amended are as follows:

REVENUE ACCOUNT	ACCOUNT #	AMOUNT	FROM	TO
Miscellaneous	20-320-30	\$14,817	\$1,000	\$14,816
Appropriated Fund Balance	10-360-10	\$4,800	\$121,335	\$140,952

Section 3: Reason – The attached purchase orders were encumbered in last year’s budget. The expense was not realized at the end of the Fiscal Budget Year 2024-2025. These include WWTP gate repair of \$3,645.45; Police Department bullet proof vest order in the amount of \$4,800.00; and open amounts in Administration and Water Operations for the Lead and Copper Service Inventory grant of \$11,171.70.

Section 4: Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer for their direction.

This 7th day of August 2025 was adopted by the Town of Mount Gilead Board of Commissioners.

MAYOR

TOWN MANAGER

TOWN CLERK

BA2025-01 FINANCE OFFICER _____ DATE _____ BATCH _____