



## BOARD OF ALDERMAN

Monday, September 11, 2023 at 6:00 PM  
Landis Board Room

### AGENDA

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**PLEASE SILENCE ALL CELL PHONES**

#### 1. INTRODUCTION:

- 1.1 Call Meeting to Order
- 1.2 Welcome
- [1.3](#) Proclamation: Patriot Day 2023
- 1.4 Moment of Silence and Pledge of Allegiance
- 1.5 Adoption of Agenda

#### 2. CONSENT AGENDA:

*All items below are considered to be routine by the Board of Aldermen and will be enacted by one motion. There will be no separate discussion on these items unless an Aldermen member so requests, in which event, the item will be removed from the Consent Agenda and placed in the appropriate corresponding Agenda Section to then be considered.*

***REQUESTED ACTION: Motion to Approve Consent Agenda as presented***

- [2.1](#) Consider Approval of Regular Scheduled Meeting Minutes from August 14, 2023 and Special Called Meeting Minutes from August 24, 2023
- [2.2](#) Consider Approval of Amended Martin Starnes and Associates Contract
- [2.3](#) Consider Approval of ARPA Resolution Accepting the Funding Offer of \$400,000 and Consider Approval of Authorizing Town Manager to Sign the Corresponding Funding Offer Acceptance, ARPA Engineering Services Procurement Certification, and the Landis Sales Tax Certification

#### 3. PUBLIC HEARINGS:

[3.1](#) Consider Public Legislative Hearing to Hear Comments on a Draft Development Agreement with Developers of Kimball Landing Townhome Project

[3.2](#) Consider Public Legislative Hearing for Zoning Map Amendment (rezoning) Request - 630 Kimball Road

**4. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

4.1 Citizens' Comments

**5. CONSIDERATIONS:**

[5.1](#) Consider Approval of South Zion Street Speed Bumps

[5.2](#) Consider Approval of Akers Residence Demolition for D.C. and Frances Linn Park

[5.3](#) Consider Approval of Grant Funding

[5.4](#) Consider Awarding the Substation Breakers Bid to Myers Controlled Power

**6. REPORTS:**

[6.1](#) Departmental Reports (Included in the Board packet)

[6.2](#) Financial Report (Included in the Board packet)

[6.3](#) Town Manager Report (Included in the Board packet)|

**7. UPCOMING EVENTS:**

[7.1](#) - Friday, September 22nd: Touch-A-Truck Event 5:00-7:00 PM:  
Downtown Landis Future D.C. & Frances Linn Park.

- Thursday, October 5th: Board of Aldermen Work Session 5:30 PM:  
Landis Board Room

- Monday, October 9th: Board of Aldermen Regular Meeting 6:00 PM:  
Landis Board Room

- Tuesday, October 10th: Planning Board Meeting 6:00 PM: Landis  
Board Room

- Thursday, October 26th: Community Blood Drive with OneBlood:  
Landis Town Hall

- Saturday, October 28th: Fall Festival & Trunk or Treat 2:00-6:00 PM:  
Downtown Landis

**8. CLOSING:**

8.1 Board Comments

8.2 Motion to Adjourn



# Proclamation

## Patriot Day 2023

*from the Office of the Mayor*

**WHEREAS,** On September 11, 2001, the United States suffered a grievous loss. Nearly 3,000 individuals lost their lives in these terrorist attacks, creating an irreplaceable void in the fabric of our nation, and;

**WHEREAS,** Patriot Day is a National Day of Service and Remembrance that serves as a solemn tribute to those who were lost in the September 11<sup>th</sup> attacks, and a way to honor their sacrifice through service to our community, and;

**WHEREAS,** Firefighters on the scene tirelessly scaled up to 110 flights of stairs in hopes they could save people from the burning towers, knowing fully those grueling steps were likely the last ones they would ever take, and;

**WHEREAS,** In the aftermath of this unprecedented tragedy, Americans came together in a profound display of service, goodwill, and unity, and affirmed that the character of our nation is one of resilience and hope, even in the darkest of times, and;

**WHEREAS,** On this day, we recognize the selflessness and bravery shown by the firefighters, police officers, EMTs, construction workers, passengers, colleagues, strangers, and patriots who gave their life to save another.

**NOW, THEREFORE, I, Meredith Bare Smith, Mayor of Landis, North Carolina, do hereby proclaim, September 11<sup>th</sup>, 2023, "Patriot Day" in the Town of Landis, and urge all residents to join me in honoring these patriots who made the ultimate sacrifice, and whose memory will forever remain etched into the collective heart of our nation.**

I hereby set my hand and have caused the Seal of the Town of Landis,  
North Carolina, to be affixed this the 11th day of September 2023

Meredith Bare Smith, Mayor





# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Madison Stegall, Town Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Regular Scheduled Meeting Minutes from August 14, 2023 and Special Called Meeting Minutes from August 24, 2023**

**DETAILS:**



# BOARD OF ALDERMAN

Monday, August 14, 2023 at 6:00 PM

Landis Board Room

## AGENDA

**PLEASE SILENCE ALL CELL PHONES**

**Present:** Mayor Meredith Smith, Mayor Pro-Tem Ashley Stewart, Alderman Darrell Overcash, Alderman Tony Corriher, Alderwoman Katie Sells

**Staff Present:** Town Manager Michael Ambrose, HR Director/Town Clerk Madison Stegall, Finance Director Jeneen McMillen, Town Attorney Rick Locklear

### 1. INTRODUCTION:

#### 1.1 Call Meeting to Order

Mayor Smith called the meeting to order at 6:00 PM.

#### 1.2 Welcome

Mayor Smith welcomed those in attendance.

#### 1.3 Moment of Silence and Pledge of Allegiance

Mayor Smith led those present in a Moment of Silence and the Pledge of Allegiance.

#### 1.4 Adoption of Agenda

**ACTION: A MOTION WAS MADE TO ADOPT THE AGENDA AS PRESENTED WITH THE FOLLOWING AMENDMENT: ADD ITEM 5.7 (CONSIDER AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS PARTICIPANT’S SHARE OF PROJECT OUTPUT) INTO CONSIDERATIONS.**

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**2. CONSENT AGENDA:**

*All items below are considered to be routine by the Board of Aldermen and will be enacted by one motion. There will be no separate discussion on these items unless an Aldermen member so requests, in which event, the item will be removed from the Consent Agenda and placed in the appropriate corresponding Agenda Section to then be considered.*

**ACTION: A MOTION WAS MADE TO ADOPT THE CONSENT AGENDA AS PRESENTED.**

Moved by Ashley Stewart, seconded by Darrell Overcash

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**2.1 Consider Approval of Work Session Meeting Minutes from July 6, 2023, and Regular Scheduled Meeting Minutes from July 10, 2023**

**2.2 Consider Approval of 5K Road Closure Ordinance for the South Rowan Public School's Bible Teaching Associations "5-K Run/Walk for the Word"**

**2.3 Consider Approval of FY24 Pay Grade**

**2.4 Consider Approval of Temporary Closure of Portion of Rice Street for Infrastructure Construction**

**2.5 Consider Approval of Reducing the Reserve amount to \$1500 for Surplusing the Police 2010 Dodge Charger on Gov Deals**

**3. PRESENTATIONS:**

**3.1 Swearing in of Fire Chief (Jason Smith)**

Mayor Smith swore in Fire Chief Jason Smith.

**3.2 Swearing in of Landis Police Officer (Austin Gribble)**

Mayor Smith swore in Police Officer Austin Gribble.

**3.3 Swearing in of Landis Police Officer (Corey Lowery)**

Mayor Smith swore in Police Office Corey Lowery.

**3.4 Employee Recognition-Life Saving Award Presentation (Todd Bittle, Ethan Yarborough, Rodney Wilhoit)**

Mayor Smith, along with Interim Police Chief Kevin Young and newly sworn in Fire Chief Jason Smith, presented Todd Bittle and Rodney Wilhoit (Ethan Yarborough was absent) with the Town of Landis Life Saving Award for their heroic actions.

**4. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

**4.1 Citizens’ Comments**

- Nadine Cherry- 410 W. Garden Street

Stated she was glad that things turned out ok with everything that happened at the pool the following week and hopes that the young lady affected does not have any long-lasting injuries. Ms. Cherry continued with stating that we have a little over two months until it’s time for the election and she hopes that people search their hearts as to where they want to see this town go.

- Aaron Kincaid- 808 S. Zion Street

Stated that he lives in the curve on S. Zion Street, and people speed down the road daily resulting in his mailbox being demolished on multiple occasions. Mr. Kincaid stated that he and his wife feel unsafe for their daughter to even play in their own yard with how fast the vehicles take the curve, and that this street is being used as a cut through resulting in heavier traffic. Mr. Kincaid asked the Board to consider looking into lowering the speed limit, placing stop signs, putting in sidewalks, etc. to help make his street and home safer.

Mayor Smith thanked Mr. Kincaid for speaking and informed him that his issue was on tonight’s Agenda as Item 5.4. She invited him to stay and listen to the Boards discussion on the topic.

**5. CONSIDERATIONS:**

**5.1 Consider Approval of Unfreezing the Current Frozen Police Patrol Position**

Manager Ambrose expressed to the Board that we have hired a Police Officer who will begin active Military Duty beginning October 1<sup>st</sup> and will be deployed for one full year. By allowing the Police Department to unfreeze the current frozen patrol position, and place this officer into that position, the department will be able to hire another officer in the meantime for the same costs that have already been budgeted for this fiscal year. Additionally, no budget amendment is required.

**ACTION: A MOTION WAS MADE TO UNFREEZE THE CURRENT FROZEN POLICE PATROL POSITION.**

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**5.2 Consider Approval of Police Explorer Upfit**

Manager Ambrose stated that the quotes attached in the Board packet were for materials for upfitting the two Police Explorers that were purchased in June. Mr. Ambrose recommended to the Board using the Dana Safety Supply, Inc.

**ACTION: A MOTION WAS MADE TO APPROVE THE POLICE EXPLORER UPFIT USING THE VENDOR DANA SAFETY SUPPLY, INC FOR MATERIALS.**

Moved by Ashley Stewart, seconded by Darrell Overcash

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**5.3 Consider Approval of Police Upfit Labor**

Manager Ambrose presented to the Board three different quotes for installation of materials for upfitting the two Police Explorers purchased in June. Mr. Ambrose expressed that there is no urgency in needing these Explorers upfitted, and his recommendation to the Board was to use Campbell-Brown based off costs.

Interim Police Chief Kevin Young disagreed and explained to the Board that a neighboring agency had trouble with using Campbell-Brown in the past. His recommendation was to use Hilbish Ford.

Board members discussed if there were any previous relationships with any of the vendors, and approximate time frames for vendors to complete the upfitting.

**ACTION: A MOTION WAS MADE TO APPROVE THE POLICE EXPLORER UPFIT INSTALLATION USING CAMPBELL-BROWN.**

Moved by Tony Corriher, seconded by Ashley Stewart

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**5.4 Consider Discussion of Speed Reduction Measures on South Zion Street**

Manager Ambrose explained to the Board that included in their Board packet are quotes for stop signs, speed bumps, and speed limit signs. Mr. Ambrose recommends to the Board that the speed limit be reduced to 25 mph and at least three speed bumps be installed.

Board members discussed this issue, dating back to early 2021 when the Board voted to add a stop sign at the end of 3<sup>rd</sup> Street to try to help the issue then. Alderman Overcash stated that he does not believe that stop signs would work, and there needs to be a way to slow people down before they reach the curve. Mayor Pro-Tem Stewart mentioned getting the concrete speed bump mold and placing several speed bumps before the curve to force people to slow down.

**ACTION: A MOTION WAS MADE TO APPROVE SPEED REDUCTION MEASURES USING SPEED BUMPS AT THE APPROPRIATE PLACEMENTS BEFORE AND AFTER THE CURVE ON SOUTH ZION STREET ALONG WITH THE APPROPRIATE WARNING SIGNS FOR SPEED BUMPS AND TO APPROVE TO REDUCE THE SPEED LIMIT THROUGH THE ENTIRETY OF SOUTH ZION STREET TO 25 MPH.**

Moved by Ashley Stewart, seconded by Katie Sells

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**5.5 Consider Approval of Appointing Michael D. Ambrose as the 1st Alternate Position on the NCMPA1 BOC**

Manager Ambrose explained to the Board that currently Joe Halyburton and Rebecca Powell serve on this Board for the NCMPA1 and with Rebeccas departure from the town, Mr. Ambrose would like to fill the position as the 1<sup>st</sup> Alternate on the NCMPA1 BOC.

**ACTION: A MOTION WAS MADE TO APPOINT MICHAEL AMBROSE AS THE 1<sup>ST</sup> ALTERNATE POSITION ON THE NCMPA1 BOC.**

Moved by Ashley Stewart, seconded by Katie Sells

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**5.6 Consider Approval of Public Works Electric Materials**

Manager Ambrose expressed to the Board that due to the severe storm on Monday, August 7, it caused the town to expend large amounts of materials in order to restore power to its citizens. Mr. Ambrose expressed that there are more material costs associated with this storm, and a budget amendment will be presented to the Board when all total costs are ready. However, the town urgently needs to order the electric materials included in the Board Packet from Border States in order to replenish the supply. All efforts to acquire State assistance from this storms impact are being made to help cover the costs.

**ACTION: A MOTION WAS MADE TO APPROVE THE PURCHASE OF THE ADDITIONAL PUBLIC WORKS ITEMS NEEDED FROM BORDER STATES.**

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**5.7 Consider Approval of NCMPA1 Agreement Regarding the Sale and Purchase of Excess Participant’s Share of Project Output**

Manager Ambrose explained to the Board that North Carolina Municipal Power Agency Number 1 (NCMPA1) and Central Electric Power Cooperative, Inc. have reached a Purchase Power Agreement enabling Central to purchase nuclear capacity and energy associated with a portion of NCMPA1’s ownership interest in the Catawba Nuclear Station. If completed, the agreement would diversify NCMPA1’s energy resource portfolio and provide wholesale electric rate savings to NCMPA1’s 19 member communities. The term of the deal is the life of the Catawba Nuclear Station which is currently licensed through 2043. The Electricities Board of Directors and NCMPA1 Board of Commissioners have already approved the deal. Should all conditions be met, the sale would be effective January 1, 2024. Manager Ambrose referenced to the Board their packet containing the proposed Power Purchase Agreement between Power Agency and Central Electric Power Cooperative, Inc. (the “PPA”), Resolutions BDR-4-23, BDR-5-23, BDR-9-23 adopted by the Power Agency’s Board of Directors, executed Amendment Agreement No. 3, executed Excess Participant’s Share Agreement, An Economic Analysis of Proposed 150MW Sale from Catawba to Central, Letter of Intent, Ordinance ##2023-08-24, a Clerk’s Certificate, and the Attorney Opinion. Mr. Ambrose further expressed that this would not interfere with the town’s capacity needs.

**ACTION: A MOTION WAS MADE TO APPROVE THE NCMPA1 AGREEMENT REGARDING THE SALE AND PURCHASE OF EXCESS PARTICIPANT’S SHARE OF PROJECT OUTPUT.**

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**6. REPORTS:**

- 6.1 Departmental Reports (Included in the Board packet)**
- 6.2 Financial Report (Included in the Board packet)**
- 6.3 Town Manager Report (Included in the Board packet)**

**7. UPCOMING EVENTS:**

- 7.1 - Friday, September 1st: Classic Car Cruise-In 5-9 PM: Downtown Landis**
- Thursday, September 7th: Board of Aldermen Work Session 5:30 PM: Landis Board Room**
- Saturday, September 9th: Run for the Word 5K**
- Monday, September 11th: Board of Aldermen Regular Meeting 6:00 PM: Landis Board Room**
- Tuesday, September 12th: Planning Board Meeting 6:00 PM: Landis Board Room**
- Friday, September 22nd: Touch A Truck Event 5-7 PM: Future D.C & Frances Linn Park N. Central Ave**

**8. CLOSING:**

**8.1 Board Comments**

- **Alderman Tony Corriher:** No Comment
- **Alderswoman Katie Sells:** Thanked Staff for all they did during the storm.
- **Mayor Pro-Tem Ashley Stewart:** No Comment
- **Alderman Darrell Overcash:** No Comment
- **Mayor Meredith Smith:** Thanked Staff for working hard during the storm and thanked the citizens for their understanding.

**8.2 Motion to Adjourn**

**ACTION: A MOTION WAS MADE ADJOURN THE MEETING.**

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

Respectfully Submitted,

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Madison T. Stegall, Town Clerk



# BOARD OF ALDERMEN

Thursday, August 24, 2023 at 4:00 PM

Special Called Meeting

Landis Board Room

## MINUTES

**PLEASE SILENCE ALL CELL PHONES**

**Present:** Mayor Meredith Smith, Mayor Pro-Tem Ashley Stewart, Alderman Darrell Overcash, Alderman Tony Corriher, Alderwoman Katie Sells

**Staff Present:** Town Manager Michael Ambrose, HR Director/Town Clerk Madison Stegall, Finance Director Jeneen McMillen, Town Attorney Rick Locklear

### 1. INTRODUCTION:

1.1 Call Meeting to Order

Mayor Smith called the meeting to order at 4:00 PM.

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Adoption of Agenda

**ACTION: A MOTION WAS MADE TO ADOPT THE AGENDA AS PRESENTED.**

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells



**2. CONSIDERATIONS:**

- 2.1 Consider adoption of Amendment Agreement No. 3 to Project Power Sales Agreement, Catawba Nuclear Project (the "Amendment Agreement"); and Consider adoption of corresponding Ordinance #2023-08-24.

Manager Ambrose apologized to the Board for the oversight of Amendment Agreement No. 3 and Ordinance #2023-08-24. Mr. Ambrose expressed to the Board that these items were in continuance of the Agreement passed during the August 14, 2023, meeting and all supporting documents for the Power Purchase Agreement remained the same. Manager Ambrose referenced to the Board their packet containing the proposed Power Purchase Agreement between Power Agency and Central Electric Power Cooperative, Inc. (the "PPA"), Resolutions BDR-4-23, BDR-5-23, BDR-9-23 adopted by the Power Agency's Board of Directors, executed Amendment Agreement No. 3, executed Excess Participant's Share Agreement, An Economic Analysis of Proposed 150MW Sale from Catawba to Central, Letter of Intent, Ordinance ##2023-08-24, a Clerk's Certificate, and the Attorney Opinion.

Alderman Overcash asked if this would interfere with any of the town's future electrical infrastructure needs. Manager Ambrose assured him that this surplus of power would not interfere with the future electrical infrastructure needs.

Town Attorney Rick Locklear expressed to the Board that he has reviewed the "PPA" packet and all corresponding documents and has no concern with the agreements or ordinance set forth.

**ACTION: A MOTION WAS MADE TO ADOPT AMENDMENT AGREEMENT NO. 3 TO PROJECT POWER SALES AGREEMENT CATAWBA NUCLEAR PROJECT.**

Moved by Ashley Stewart, seconded by Darrell Overcash  
 Motion Passed: 4-0  
 Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**ACTION: A MOTION WAS MADE TO ADOPT CORRESPONDING ORDINANCE TITLED ORDINANCE #2023-08-24.**

Moved by Ashley Stewart, seconded by Darrell Overcash  
 Motion Passed: 4-0  
 Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

**3. CLOSING:**

- 3.1 Motion to Adjourn

**ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING.**

Moved by Ashley Stewart, seconded by Tony Corriher  
 Motion Passed: 4-0  
 Voting For: Ashley Stewart, Darrell Overcash, Tony Corriher Katie Sells

Respectfully Submitted,

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Madison T. Stegall, Town Clerk



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Jeneen McMillen, Finance Director

**ITEM TYPE:** Action Item

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Amended Martin Starnes and Associates Contract.**

**DETAILS:** Please consider approving the amended contract from Martin Starnes and Associates. The only modification to this contract is to extend the completion of the audit.

Whereas	Primary Government Unit Town of Landis, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/23	and originally to be submitted to the LGC on	Date 10/31/23
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date submitted to LGC  <input type="checkbox"/> Modification to fee	Original date 10/31/23	Modified date 01/31/24
	Original fee	Modified fee

Primary (choose 1)    Other (choose 0-2)

**Reason(s) for Contract Amendment**

- Change in scope
- Issue with unit staff/turnover
- Issue with auditor staff/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

The Town of Landis has hired the Greg Isley CPA firm to ensure we have the proper resources to meet the extended deadlines.

**Additional Information**

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* <i>Amber Y. McGhinnis</i>
Date* 09/01/23	Email Address amcghinnis@msa.cpa

**GOVERNMENTAL UNIT**

Governmental Unit* Town of Landis, NC	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Meredith Smith, Mayor	Signature*
Date	Email Address msmith@townoflandisnc.gov

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU N/A	
Date DPCU Governing Board Approved <b>Amended</b> Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

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

**DPCU – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

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



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Michael D. Ambrose, Town Manager

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of ARPA Resolution Accepting the Funding Offer of \$400,000 and Consider Approval of Authorizing Town Manager to Sign the Corresponding Funding Offer Acceptance, ARPA Engineering Services Procurement Certification, and the Landis Sales Tax Certification**

**DETAILS:**

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

Town of Landis  
PO Box 8165  
Landis, NC 28088

**Project Number:**

**AIA-W-ARP-0200**

**Recipient's UEID#:**

**KSKZB9FM1T9**

**Funding Program**

<b>Drinking Water</b> <input type="checkbox"/>	<b>Wastewater</b> <input checked="" type="checkbox"/>	<b>Both</b> <input type="checkbox"/>	<b>Total Grant Offered</b>
<b>Distressed</b> <input type="checkbox"/>	<b>Not Distressed</b> <input checked="" type="checkbox"/>		
ARPA Training Grant	<input type="checkbox"/>		
ARPA Asset Inventory & Assessment Grant (AIA)	<input checked="" type="checkbox"/>		<b>\$ 400,000</b>
ARPA Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>		

**Project Description:**

Sanitary Sewer Asset Assessment and Evaluation

**Total Financial Assistance Offer:**

**\$ 400,000**

*\*ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by: <b>Victor D'Amato</b> 52CD62E9DA6B44F... Signature	signed on behalf of Shadi Eskaf	8/25/2023
		Date

On Behalf of (Applicant):

Town of Landis

Name of Representative in Resolution:

Michael Ambrose

Title (Type or Print):

Town Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

..... Signature	..... Date
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**STANDARD CONDITIONS FOR ARP GRANTS**

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31<sup>st</sup>, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.



**STANDARD ASSURANCES FOR AIA GRANTS**

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient’s compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division’s reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient’s governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

**Acknowledgement of Standard Conditions and Assurances**

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
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**RESOLUTION BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS, NC**

**WHEREAS,** the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$400,000.00 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS:**

That the Town of Landis does hereby accept the American Rescue Plan (ARP) offer of \$400,000.00.

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

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

Adopted this the 11<sup>th</sup> day of September, 2023 at Landis, North Carolina.

\_\_\_\_\_  
(Signature of Chief Executive Officer)

\_\_\_\_\_  
Date

# NC DEQ Division of Water Infrastructure Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

**Applicant:** Town of Landis

**Project Name:** Sanitary Sewer Asset Assessment and Evaluation

**Division Funding Number:** AIA-W-ARP-0200

- 
- 1) List the basic services being provided: (i.e., planning, design, inspection etc.)  
Assessment and evaluation of sanitary sewer collection system gravity sewer mains, manholes and lift stations, update Asset Management Plan (AMP) and Capital Improvements Plan (CIP), project development
  - 2) Describe the method of announcement for the project.  
Salisbury Post (newspaper), Town of Landis website
  - 3) List the firms the announcement was discussed with or that proposals were received from in order of quality.  
Municipal Engineering, Inc.
  - 4) Was a contract negotiated with the best qualified firm?  Yes     No    (Check one)  
If no, explain why.  
Click or tap here to enter text.

**NOTE:** Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division upon request (to include announcement and qualifications requested).

By signing below, I Michael Ambrose, Town Manager, the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

\_\_\_\_\_  
(signed name, title and date)

**\*\* NOTE\*\*** Submit the completed form to Pam Whitley with the Division’s Grant Management Unit:  
• Via hardcopy: NC Dept. of Environmental Quality / Division of Water Infrastructure  
ATTN: Pam Whitley – Grant Management Unit / 1633 Mail Service Center / Raleigh NC 27699-1633; or  
• Via e-mail: [pam.whitley@deq.nc.gov](mailto:pam.whitley@deq.nc.gov)

(DWI staff use only – Check and initial here if debarment status checked and firm is NOT debarred  \_\_\_\_\_)

**SALES-TAX REIMBURSEMENT CERTIFICATION FORM**  
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Town of Landis

Project Number: AIA-W-ARP-0200

Check If Applicant is not a unit of government under North Carolina law

***If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.***

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will not request reimbursement from the DOR.

The project will not include sales taxes.

Michael Ambrose, Town Manager

(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

Submit to: NC Dept. of Environment & Natural Resources  
Division of Water Infrastructure  
Pam Whitley, Project Management Branch  
1633 Mail Service Center  
Raleigh, NC 27699-1633



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Richard Flowe, Planning, Zoning, & Subdivision Administrator

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** Public Hearings

**SUBJECT:** **Consider Public Legislative Hearing to Hear Comments on a Draft Development Agreement with Developers of Kimball Landing Townhome Project**

**DETAILS:**

- a) Open Public Legislative Hearing
- b) Close Public Legislative Hearing
- c) Consideration of Ordinance to adopt a Development Agreement for the Kimball Landing project (See **Ordinance #DA-2023-09-11 and Development Agreement**)

# An Ordinance Adopting a Development Agreement

Ordinance #DA-2023-09-11

An Ordinance Adopting a Development Agreement Between the Town of Landis and BYRNE PROPERTIES INC, a North Carolina Corporation & BDM BUILDERS LLC, a North Carolina Limited Liability Company.

Be It Resolved Therefore that:

- A. The Town of Landis, in accordance with Article 10 of G.S. 160D finds that:
  - 1. Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.
  - 2. Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.
  - 3. Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, finance, and construction schedules and the phasing of the private development.
  - 4. Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that the development standards will remain stable through the extended period of the development.
  - 5. Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.
  - 6. To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.
  
- B. The Town of Landis enters into this Agreement subject to the procedures and requirements of G.S. 160D-1001 – 160D-1012. In entering this agreement, the Town acknowledges it may not exercise any authority or make any commitment not authorized by general or local act and may not impose any tax or fee not authorized by otherwise applicable law.
  
- C. The Town of Landis acknowledges that the authority to adopt this Agreement is supplemental to the powers conferred upon local governments and does not preclude or supersede rights and obligations established pursuant to other law regarding building permits, site-specific development plans, phased development plans, or other provisions of law.

NOW THEREFORE BE IT ORDAINED that the Town Board of Aldermen of the Town of Landis does hereby adopt the attached Development Agreement between the Town of Landis and BYRNE PROPERTIES INC, a North Carolina Corporation & BDM BUILDERS LLC, a North Carolina Limited Liability Company (“Developer” ) and authorizes the Mayor to execute on behalf of the Town.

This Development Agreement is approved and to become effective upon execution thereof as authorized by this Ordinance.

**ADOPTED on this the 11<sup>th</sup> day of September 2023.**

s/ \_\_\_\_\_

**Meredith Bare Smith, Mayor**

s/ \_\_\_\_\_

**Madison Stegall, Town Clerk**





integration into local capital facilities programs, local governments need the flexibility to negotiate such developments;” and

WHEREAS, in view of the foregoing, Section 160D-1001(b) and 160D-1003 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing; and

WHEREAS, Section 160D-1004 of the North Carolina General Statutes permits the use of a development agreement to “property of any size”. G.S. 160D-1004 further provides that “Development agreements shall be of a reasonable term specified in the agreement”; and

WHEREAS, Developer is the owner of certain parcels of land containing approximately 1.04 acres, more or less, located approximately 875 feet northwest of the intersection of South Main street and Kimball Road (east side) in the Town of Landis, North Carolina (the “Property”), such Property being identifiable as Rowan County property identification numbers 5626-19-52-2376 more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Developer desires to develop a single-family attached subdivision with expansion capabilities consistent with the Landis Development Ordinance(s) (the “Subdivision”) on the Property in accordance with the terms, conditions and provisions of this Agreement; and

WHEREAS, the Property is entirely within the Landis Town limits, and the Town has determined that the Subdivision is consistent with the Town’s adopted Comprehensive Land Use and Master Plan and Official Zoning Map; that the Subdivision conforms to all relevant requirements of the regulations of the Town of Landis, North Carolina, including the Landis Development Ordinance (the “Zoning”); that the Subdivision, including its lot sizes, density, access and circulation, is compatible with the existing and/or permissible future uses of adjacent property; and that the Subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties..

WHEREAS, the Town Board of Aldermen finds that the Subdivision will benefit the citizens and businesses of the Town of Landis by expanding the Town’s tax base, by contributing to the diversification of the Town’s local economy, by helping attract new businesses and industries to the Town, and by creating additional jobs within the Town. The Town finds that it is in the best interests of the citizens and businesses of Landis for the Town to encourage the development of the Subdivision.

NOW, THEREFORE, based upon recitals hereinabove, the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows;

Approval of Site Plan. Developer has submitted a ***Preliminary Plat/Site Development Plan*** for the Kimball Landing Townhomes project (the “Site Plan”) to the Town’s Planning Department in accordance with the procedures in the Landis Development Ordinance. A copy of said Site Plan

is attached hereto as Exhibit B and incorporated by reference. If and when the Site Plan is approved by the Town per the procedures in the Landis Development Ordinance, the Developer will be authorized to proceed with the following pursuant to the approved Site Plan:

- The installation and approval of required improvements (subject to the approval of construction drawings as required by the Landis Development Ordinance);
- Site preparation/grading (subject to obtaining a grading permit and/or an erosion control permit as required in the Landis Development Ordinance); and
- The preparation of a final plat, subject to the Landis Development Ordinance including any Performance Guarantee(s) required therein.

Permitted Uses. The Property may be used as a Subdivision with uses currently permitted under the “Mixed Use” (MU-2-CZ) zoning district approved for the property by adoption of Ordinance #ZMA-2022-04-11-1, together with any incidental or accessory uses associated therewith.

Open Space and Common Areas. The Property shall be developed such that all regulated designated Common Open Space shall be left undeveloped and that neither street improvements nor residential lot boundary lines shall extend into such areas as they exist on the effective date of this Agreement.

Development of the Property. The Property and the Subdivision may be developed in accordance with the Site Plan and the terms of this Agreement, and the size, placement and configuration of the lots and buildings, common open space, streets and other improvements shall be as depicted on the Site Plan (including the Site Plan as it may be modified pursuant to the terms of this Agreement).

Expansion of Site. Nothing in this Agreement should prevent the Developer from pursuing contiguous expansion of the Subdivision upon compliance with the Town of Landis Development Ordinance, and the terms of this Agreement.

Subdivision of Site. Developer reserves the right to subdivide the site into smaller parcels in accordance with the Landis Development Ordinance. However, the Town and Developer agree that subdivision of the property is not required and the site may be developed as a single parcel. Prior to any reduction to the Property, the Developer shall obtain an amendment of the Site Plan and no change shall reduce the size of the Property without the consent and approval of the Town.

Transportation Improvements. Developer shall install transportation improvements required for the issuance of the driveway permits for the Subdivision as specified by North Carolina Department of Transportation the “NCDOT”).

Access/Infrastructure Road Improvements. Developer represents that the Property will have sufficient access in accordance with the Site Plan referenced in this Development Agreement to adequately provide two-way access into and out of the Subdivision. Developer agrees to coordinate with Town prior to commencing construction of infrastructure and attend a pre-construction meeting with the Town, NCDOT, utility providers, and all affected/interested utilities. Construction plans shall indicate grades and details sufficient to determine compliance with all applicable standards and specifications. Periodic inspections may be conducted without notice by the Town and the Town shall be notified and accommodated for observance of proof rolls upon

preparation of sub-grades following installation of underground infrastructure within any and all roadway right-of-way, existing and/or proposed; and again, following preparation of base materials prior to paving material placement. The Developer agrees to dedicate any and all public right-of-way improvements in/of the Subdivision to the Town.

Law in Effect at Time of the Agreement Governs the Development of the Subdivision. Developer shall have a right to develop the Property and the Subdivision in accordance with the terms of this Agreement and the terms of the Zoning and other Town development regulations as they exist on this Agreement's Effective Date, except that the Property and the Subdivision always will be subject to current Town regulations regulating or limiting impervious surfaces. Pursuant to G.S. 160D-1007, and except as provided in G.S. 160D-108.1, Town may not apply subsequently adopted land development regulations to the Property or the Subdivision during the term of this Agreement without the written consent of Developer, except for regulations regulating or limiting impervious surfaces. Additionally, during this Agreement's term, no development impact fees subsequently adopted by Town shall apply to the Property or to the Subdivision without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 16D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Property or to the Subdivision.

Schedule and Phasing. The Subdivision shall be constructed in a single phase over a two (2) year time frame in accordance with LDO Art./Sect. 7.11-1(F) and according to the schedule attached hereto as Exhibit C and incorporated herein by reference. In the event development is economically unfeasible according to the Development Schedule, Developer may be granted reasonable extensions consistent with the economic feasibility of the development of the Property and the provisions of LDO Art./Sect. 7.11-1(F).

Development Standards. The Subdivision shall be developed in accordance with the standards of the Zoning and other Town development regulations and in accordance with any additional development standards attached hereto as Exhibit D and incorporated herein by reference.

Term. The term of this Agreement shall commence on Effective Date, and expire five (5) years after unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

Local Development Permits. In accordance with G.S. 160D-1006(a)(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Subdivision:

1. Town of Landis and/or NCDOT Entrance/Driveway Permits
2. Town Zoning Permits (for site work and individually for each dwelling and/or accessory structure)
3. State Sedimentation and Erosion Control Permit(s)
4. County Building Permits (for each building, dwelling and/or accessory structure)

The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with all Federal, State of North Carolina, Rowan County and Town of Landis laws governing those jurisdictions' respective permitting requirements, conditions, terms or restrictions.

Water and Sewer Fees. Prior to the issuance of zoning clearance permits for each lot and building within the Subdivision, to the extent that the Town provides water and sewer service, Developer shall pay to Town the applicable per-lot or per-building, as applicable, water and sewer tap and/or connection fees in accordance with the Town's then-current schedule of rates and fees.

To the extent that the Town provides water and sewer service, Developer and all property owners in the Subdivision shall pay the fees to Town for water and sewer service as provided in the then-current Landis Schedule of Rates, Fees and Charges for Water and Sewer Service, which schedule is subject to change by the Town Board of Aldermen.

Water and Sewer Capacity Reservation. The parties acknowledge that Town currently provides sufficient water and sewer service for the Property and the Subdivision. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. Town shall be notified in writing of the assignment of such rights. This provision shall be binding upon any operator of the Town's water and sewer system or any successor-in-interest thereto.

Connection to Town's Water and Sewer System. Upon the request of Developer, Town agrees to permit the physical connection of the Subdivision to Town's water and sewer system subject to the terms and conditions of this Agreement and applicable federal, state and local laws.

Surface Infrastructure. Unless otherwise provided in this Agreement, the streets and/or sidewalks constructed within the Subdivision shall conform to the cross sections set out on the Site Plan and shall meet the specifications of Articles 13 and 16 of the Landis Development Ordinance and the Town of Landis Technical Standards & Specifications Manual.

Utilities. The Developer may request the extension of power and other electric, telephone, cable utilities and Developer agrees that all such utilities shall be buried on site adjacent to the public street right-of-way.

Amendment. The terms of this Agreement may be amended in writing by the mutual consent of the parties hereto or their successors in interest.

Recordation/Binding Effect. Within fourteen (14) days after Town enters into this Agreement, Developer shall record this Agreement in the Rowan County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

Periodic Review. Pursuant to G.S. 160D-1008, the Planning, Zoning and Subdivision Administrator or other Town designee shall conduct a periodic review, (the "Periodic Review") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.



Developer at:                   Byrne Properties, Inc.  
Attn: Ms. Tina Byrne, Mr. Scott Byrne  
1050 Lake Wright Road  
China Grove, NC 28023

And

BDM Builders, LLC  
Attn: Michael McGlynn  
4988 Irish Potato Road  
Kannapolis, NC 28083

Entire Agreement. This Agreement sets forth, and incorporates by reference, all of the agreements, conditions and understandings between Town and Developer relative to the Property and the Subdivision, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth in this Agreement or as clearly and explicitly incorporated by reference.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. After notice to Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property without the written consent of Town.

Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Agreement to Cooperate. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

Agreements to Run with the Land. This Agreement shall be recorded in the Rowan County Registry. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property. The agreements, covenants and restrictions contained herein on behalf of the Town shall be deemed to be a benefit to Developer and Developer’s successors-in-interest that run with the land and shall be binding upon and an obligation of Town and any successors-in-interest of the Town.

Hold Harmless. Developer agrees to and shall hold Town, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages,

just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of the Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Developer's actions in connection with the Property or the Subdivision.

Town agrees to and shall hold Developer, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages, just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of the Town or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Town agrees to pay all costs for the defense of the Developer and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Town's actions in connection with the Property or the Subdivision.

Severability. If any section or provision of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable for any reason, that section or provision shall be deemed severed from this Agreement, and the remaining sections and provisions of this Agreement shall remain fully effective and enforceable.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereby set their bands and seals, (active the date first above written.

**Developer:**

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

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

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

**Town:**

By: \_\_\_\_\_  
Meredith Bare Smith, Mayor

**Attest:**

By: \_\_\_\_\_  
Madison Stegall, Town Clerk

SEAL



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

IN THE COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as its act and deed.

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

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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

IN THE COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she signed the foregoing instrument in her name on her behalf as its act and deed.

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

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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

IN THE COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she signed the foregoing instrument in her name on her behalf as its act and deed.

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

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**EXHIBIT A – Description of Property**

All that certain parcel of land, situated, lying and being in the Town of Landis, Rowan County, State of North Carolina, and more particularly described as follows:

Lots Nos. 7 and 8 of the W.L. Kimball Estate as surveyed and mapped by Hudson & Almond, July and October of 1965, said map being on file in the office of the Register of Deeds for Rowan County, North Carolina, in Map Book at Page 1049, and more particularly described as follows:

BEGINNING at a point in the center of Kimball Road and runs thence, passing a stake on the edge of said road, North 40 deg. East 341.5 feet to a stake, corner of Lot No. 7 in the line of R.W. Brown; thence with the line of R.W. Brown and line of Lots Nos. 7 and 8, North 19-43 West 250 feet to a stake, corner of Lots Nos. 8 and 9; thence with the dividing line of Lots Nos. 8 and 9, South 82-32 West to a stake in the center of Kimball Road; thence with the center of Kimball Road, South 7-18 East 154.6 feet to a point in center of Kimball Road; thence with center of Kimball Road, South 4-15 East 45.4 feet to a point in Kimball Road; thence with the center of Kimball Road, South 3-06 West 115 feet to a point in the center of Kimball Road; thence with the center of Kimball Road, South 10-02 West 166.7 feet to the point of Beginning.



**EXHIBIT C - DEVELOPMENT SCHEDULE**

1. Phase 1, infrastructure in accordance with the Site Plan appearing in Exhibit B and the approved Construction Plans, shall be initiated within sixty (60) days of the Effective Date of this Agreement. Phase 1 infrastructure shall be completed within twenty-four (24) months of the Effective Date of this Agreement.
2. Phase 1 shall include installation of sidewalks, street trees, signage (stop, speed limit, street name, and parking restrictions for fire and driveway separation) and street lighting per LDO standards & specifications.
3. Phase 1, to close-out temporary ponds, complete any infrastructure repairs, overlay all surface course pavement, inspections, corrections to deficiencies, close permits, petition for acceptance of public infrastructure, and installation of permanent signage to replace initial signage if damaged during construction. Performance guarantees will be released upon completion and final acceptance of improvements at beginning of the 1-year infrastructure construction warranty period.



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Richard Flowe, Planning, Zoning, & Subdivision Administrator

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** Public Hearings

**SUBJECT:** **Consider Public Legislative Hearing for Zoning Map Amendment (rezoning) Request - 630 Kimball Road**

**DETAILS:**

- a) Open Public Legislative Hearing
- b) Close Public Legislative Hearing
- c) Consideration of Ordinance to Amend the Official Zoning Map (See **Ordinance #ZMA-2023-09-11**)

**AN ORDINANCE AMENDING THE LANDIS DEVELOPMENT ORDINANCE  
OF THE TOWN OF LANDIS, NORTH CAROLINA**

Ordinance #ZMA-2023-09-11

**BE IT ORDAINED** by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that the Official Zoning Map (OZM) of the Landis Development Ordinance (LDO) be amended in accordance with Article 6 of G.S. 160D. The subject property of Dynamic Developers of the Carolinas, LLC, being the owners of the certain land area(s) hereinafter known as Rowan County Tax Parcel(s) 123B119 located at 630 Kimball Road and described with illustration in Attachment “A” attached hereto be designated upon the OZM as follows:

**Part 1. Consistency with Adopted Comprehensive Plan.**

The Board of Aldermen finds that a zoning map amendment applicable to the subject property, establishing a zoning designation in accordance with G.S. 160D-604(a) of “Mixed Use 1 District” (MU-1) is consistent with the Town’s 2040 Comprehensive Land Use Plan (the Plan) and the “Neighborhood” designation upon the subject property appearing on its “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

**Part 2. Statement of Reasonableness.**

This amendment is reasonable because the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the Town while improving access to quality open spaces and environmental amenities to improve the quality of life for Landis residents by enabling additional housing opportunities developed in accordance with the LDO.

**Part 3. Designation of Zoning Designation.**

That Rowan County Parcel ID 123B119, as shown in Attachment “A” attached hereto shall be designated “Mixed Use 1 District” (MU-1) on the Official Zoning Map.

**Part 4. Effective Date.**

This Ordinance shall be effective immediately upon its adoption.

Adopted this 11<sup>th</sup> day of September 2023.

s/ \_\_\_\_\_  
**Meredith Bare Smith, Mayor**

s/ \_\_\_\_\_  
**Madison Stegall, Town Clerk**

Attachment "A"

**TRACT 2: 630 Kimball Rd., China Grove, NC 28023 (Tax Map 123B, Parcel 119)**

BEING all of Lot Number 15 of the W. L. Kimball Estate, located on Kimball Road as shown on a map of said property made by Hudson & Almond from a physical survey by them in July and October 1965, said map being on file in the office of the Register of Deeds for Rowan County, North Carolina, in Book of Maps 9995 at page 1049 and reference is hereby made to said map for a more complete description of said property.





## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Michael D. Ambrose, Town Manager

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of S Zion Street Speed Bumps**

**DETAILS:** Staff reached out to the City of Mooresville regarding the speed bumps they currently use. The City of Mooresville advised they have their own street crew who install them and have a mold they purchased. Staff investigated larger speed humps (than what was previously presented), which would be a safer solution for the motoring public, and our pedestrians in the area. The quotes have been attached, and staff recommends ....



**CAROLINA SITEWORKS, INC**  
Post Office Box 280  
China Grove, NC 28023  
Telephone: 704-855-7483  
Fax: 704-855-9676  
NC License No. 45224

September 6, 2023

To: Chris England

Project: Speed Tables on S. Zion St.

We propose to furnish all the necessary supervision, labor, equipment, and materials required to complete the following work as outlined below and incorporated as part of this proposal.

Set up and maintain traffic control. Saw cut and mill tie ins at ends of proposed speed table. Dispose of excess material off-site. Install two asphalt speed tables with 6' long ascending and descending ramps, and 10' tables. Each table section will be approx. 4" in height. The total table will be approximately 22' in length. Stripe one directional arrow with glass beads on each side of each ramp.

**LUMP SUM TOTAL: \$12,230.00**

**Due to the level of volatility in the petroleum market, we must index our pricing on this project. Prices for asphalt are based on the August 2023 NCDOT Asphalt Binder Index of \$618.13 per ton. Invoice calculations will be based on the NCDOT index for the month the asphalt is placed. An additional fuel surcharge, based on the current US EIA Fuel index, may also be applicable to your project.**

**NOTE:** Price based on observations taken from site visit, and by typical speed table specifications and designs. If Carolina Siteworks, Inc. is awarded this contract, the quoted prices including the escalation clause are good through for 30 days, after that, Carolina Siteworks, Inc. may need to renegotiate prices. Exact speed table location to be provided by Town of Landis. Price includes one mobilization. Items not included in price: any extra grading, testing, any landscaping, rock excavation, undercut of unsuitable soils, repair of damage caused by others, relocation, or repair of utilities; prime coat or herbicide treatment, or anything else not specifically mentioned above.

Respectfully Submitted,  
Mark Hoesman  
Carolina Siteworks, Inc.

Accepted as Contract:

\_\_\_\_\_  
\_\_\_\_\_

Carolina Siteworks, Inc.

\_\_\_\_\_  
\_\_\_\_\_

The current lead time for most products is longer than what is listed. Please check with us for the most current lead time.



### VESTIL RSH RUBBER SPEED HUMPS

> [Protective Barriers](#) > [Parking Blocks & Speed Bumps](#) > Vestil RSH Rubber Speed Humps



Vestil RSH-108-24-C Rubber Speed Hump

[Back to List](#)

**\$539.00**

**SKU:**  
RSH-120-36-C

[Email a Friend](#)

[Print Page](#)

**Scroll Down for More Info**

Vestil RSH Rubber Speed Humps, models RSH-108-24-C, RSH-108-24-A, RSH-120-36-A, RSH-120-36-B, RSH-120-36-A are designed to make traffic zones safer by reducing vehicle speeds. Speed humps create a gentle vehicle rocking motion which results in most vehicles slowing to 5 to 15 mph at each hump. Perfect for neighborhoods, construction areas, hospitals, post offices, and airports. Speed humps are constructed of recycled and virgin rubber and include a UV stabilizer for a longer life. The color is black with embedded reflective yellow highway tape for high visibility. Each speed hump includes both center and end module's. Additional center sections can be purchased to customize length. Vestil RSH rubber speed humps may be removed for seal coating, snow removal, or change of location. Easy tongue and groove installation. Mounting Hardware Kit included - choose asphalt or cement - see models below.

**Specifications:**

- Designed to slow most vehicles to 5 to 15 mph at each hump
- 40,000 LB & 60,000 LB capacities available
- 108" & 120" lengths available
- Length may be customized by adding or removing center sections
- Made of recycled and virgin rubber with UV stabilizer for a long service life
- Embedded with high visibility yellow striping
- Tongue & groove installation on concrete or asphalt
- Removable
- Mounting hardware included



[View All Products In This Category](#)

**Vestil RSH Rubber Speed Humps:**

**SKU:** RSH-108-24-C

**Capacity/Desc.:** 40000 LBS

**Size (L x W x H):** 108" x 23.5" x 1.4"

**Hardware For Use On::** Concrete

**Weight:** 106 LBS

**\$316.00**

**Qty:**

**SKU:** RSH-108-24-A

**Capacity/Desc.:** 40000 LBS

**Size (L x W x H):** 108" x 23.5" x 1.4"

**Hardware For Use On::** Asphalt

**Weight:** 113 LBS

**Scroll Down for More Info**

**\$369.00**

Qty:

**SKU:** RSH-120-36-C

**Capacity/Desc.:** 60000 LBS

**Size (L x W x H):** 120" x 35.5" x 2.4"

**Hardware For Use On::** Concrete

**Weight:** 256 LBS

**\$539.00**

Qty:

**SKU:** RSH-120-36-A

**Capacity/Desc.:** 60000 LBS

**Size (L x W x H):** 120" x 35.5" x 2.4"

**Hardware For Use On::** Asphalt

**Weight:** 264 LBS

**\$583.00**

Qty:

---

## Options:

**SKU:** RSH-108-M-C

**Capacity/Desc.:** Additional 19-13/16" Long Middle Section For RSH-108-24-C

**Weight:** 23 LBS

**\$65.00**

Qty:

**SKU:** RSH-108-M-A

**Capacity/Desc.:** Additional 19-13/16" Long Middle Section For RSH-108-24-A

**Weight:** 23 LBS

**\$78.00**

**Scroll Down for More Info**

Qty:

**SKU:** RSH-120-M-C

**Capacity/Desc.:** Additional 20-5/16" Long Middle Section For RSH-120-36-C

**Weight:** 56 LBS

**\$115.00**

Qty:

**SKU:** RSH-120-M-A

**Capacity/Desc.:** Additional 20-5/16" Long Middle Section For RSH-120-36-A

**Weight:** 56 LBS

**\$120.00**




Qty:

## Add to Cart

## CUSTOMER REVIEWS

There are no customer reviews for this product. However, you can be the first person to add a review for this product.

[Add Review](#)

	888-990-1150
	773-530-1872
	<a href="#">Click To Email Us</a>

### Search

<input type="text"/>	<a href="#">GO</a>
<a href="#">Advanced Search Logic</a>	



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Michael D. Ambrose, Town Manager

**ITEM TYPE:** Action Item

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of Akers Property Demolition for D.C. and Frances Linn Park**

**DETAILS:** The Passive Park Committee has requested quotes for the demolition of the Akers Residence. Staff reached out to several vendors, and only received three quotes for a total demolition of the residence. The three quotes were from Carolina Demolition and Tank Removal for \$6500 plus landfill fees, Bob's Backhoe and Bobcat for \$8600 plus landfill fees, and Thompson Grading & Hauling Inc for \$9500 plus landfill fees. Staff recommends moving forward with Carolina Demolition and Tank Removal as they are the most cost effective.



Thompson Grading & Hauling Inc.  
45379 Thompson Farm Road  
Albemarle, NC 28001  
704-438-2918

August 23, 2023  
ESTIMATE

Town of Landis  
214 E Gordon Street

Demolish and haul off house.

\$9500.00

\*Asbestos removal is owners responsibility

\*All utility disconnections are the owners responsibility

\*Asbestos testing company contact  
Servpro in Norwood...704-474-7190

Demo House & Remove , This doesn,t include asbestos work

8600

--

*Thank you,*

***Bob's Backhoe and Bobcat***

Robert (BOB) Ehrman

107 Log Barn Rd Salisbury NC 28146

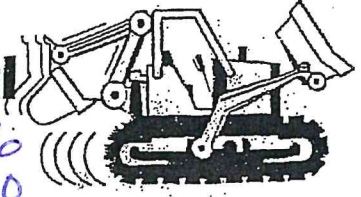
704-239-6146

[bobsbackhoeandbobcatnc@gmail.com](mailto:bobsbackhoeandbobcatnc@gmail.com)



# Carolina Demolition & Tank Removal

Tonya Sykes (704) 230-8175 - 704-7466120  
Roy Sykes (980) 521-2436



## CONTRACT

Contract Submitted to:

Work to be Performed at:

Name: <u>Town Landis</u>		Company Name: <u>Carolina Demolition</u>		Date Submitted: <u>8-16-2023</u>
Street: _____ City: _____		Street: _____ City: _____		
State and Zip Code: _____	County: _____	State and Zip Code: <u>NC</u>	County: <u>Rowan</u>	
Phone: _____	Date of Plans: _____	Phone: _____	Facility ID#: _____	

### CONTACT PERSON

Name: Tonya Sykes Job Title: Contractor Phone No.: ( ) \_\_\_\_\_

We Hereby Propose to Furnish Materials and Labor Necessary for the Completion of:

We will Demo one house and all Footings out of Ground haul all to land field. seed straw back. will give land fill Ticket when bill turn it. write check to Tonya Sykes \$10,500.00

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: \$ 10,500

Payment to be made as follows: pay in full when Job Completed,

Respectfully Submitted: \_\_\_\_\_

As Per \_\_\_\_\_

Note: This Proposal may be Withdrawn by Us if not Accepted Within 30 Days.

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature Tonya Sykes



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Michael D. Ambrose, Town Manager

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of Grant Funding**

**DETAILS:** I am continually looking for grant funding surrounding our projects within the Town of Landis. Currently, I am seeking Board of Aldermen approval to apply for Grants through the State ARPA, and DEQ funding sources. Staff has identified several “dead end” water lines within the Town that this funding will assist in eliminating.

Additionally, we have recently been denied Stormwater Grants which were applied for in the winter months. We have made changes to our Grant Applications and are asking for Board approval to reapply for a \$400,000 Stormwater Grant to assist us with the sinkhole issues around town.



**RESOLUTION BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS**

WHEREAS, The Town of Landis has need for and intends to construct, plan for, or conduct a study in projects described as,

- Stormwater Planning Grant
- Patterson Road – Flat Rock Road Water Line, and

WHEREAS, The Town of Landis intends to request State loan and/or grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS:**

That the Town of Landis, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

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

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

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Landis to make a scheduled repayment of the loan, to withhold from the Town of Landis any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

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

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

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

Adopted this the 11<sup>th</sup> day of September, 2023 at Landis, North Carolina.

---

Meredith Bare Smith, Mayor

---

**FORM FOR CERTIFICATION BY THE RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Landis, North Carolina does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Aldermen duly held on the 11<sup>th</sup> day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of September, 2023.

---

(Signature of Recording Officer)

Town Clerk

---

(Title of Recording Officer)



**RESOLUTION BY THE TOWN COUNCIL OF LANDIS, NORTH CAROLINA**

**Adopting the Updated Town of Landis’  
Water and Wastewater 10-Year (2023/24 – 2032/33) Capital Improvements Plan**

---

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Town of Landis operates and maintains a water distribution system and wastewater collection system, and

WHEREAS, WHEREAS, the Town of Landis has developed a Water and Wastewater 10-Year Capital Improvements Plan to identify needed capital improvements and their costs,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS**

That, the Town of Landis Board of Aldermen+ hereby adopts the updated 10-Year Water and Wastewater Capital Improvements Plan (2023/24-2032/33) as a guidance document for pursuing capital improvement funds to keep the water and wastewater systems in good operating order, and

That town staff, under the direction of the Mayor and Board of Aldermen, shall regularly review and update the Water and Wastewater 10-Year Capital Improvements Plan to ensure compliance with all federal, state and local regulations.

**ADOPTED**, this the 11<sup>th</sup> day of September, 2023 at Landis, North Carolina.

---

Meredith Bare Smith, Mayor

(Seal)

---

Madison Stegall, Town Clerk



**RESOLUTION BY THE BOARD OF ALDERMEN OF LANDIS, NORTH CAROLINA**

**Adopting the Updated Town of Landis’  
Water and Wastewater System Asset Management Plan**

---

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

- WHEREAS, The Town of Landis has made a comprehensive effort to compile available information into a single document that presents an inventory and condition assessment of the water and wastewater systems; and includes a 10-year Capital Improvements Plan with cost estimates; and includes an Operations and Maintenance Plan to ensure the proper management of the water and wastewater system assets; and
- WHEREAS, The plan, as designed, will be updated regularly and will serve the Town well as a management tool for the planning and operation and maintenance of the water and wastewater systems; and
- WHEREAS, The plan, originally adopted and implemented on March 8, 2021 was updated and presented to the Landis Board of Aldermen during the regular Board meeting held on September 11, 2023 for Board members’ review, comment and adoption.

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS**

that the updated Town of Landis’ Asset Management Plan for the water and wastewater system is hereby adopted this date by the Board of Aldermen of the Town of Landis.

**ADOPTED**, this the 11<sup>th</sup> day of September, 2023 at Landis, North Carolina.

---

Meredith Bare Smith, Mayor

(Seal)

---

Madison Stegall, Town Clerk

Table 6-1. Water Distribution System 10-Year Capital Improvement Plan

Capital Improvement Project	Estimated Total Project Cost	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	TOTAL Fiscal Years 2023/24 - 2027/28	TOTAL Fiscal Years 2027/28 - 2032/33
Main St./Mt. Moriah Rd. Water Line Replacement	\$ 2,200,000	\$ 2,200,000					\$ 2,200,000	\$ -
100K Gallon Elevated Water Tank	\$ 1,500,000	\$ 1,500,000					\$ 1,500,000	
12-inch Water Interconnect w/Kannapolis	\$ 2,000,000					\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Patterson Rd - Flat Rock Creek Rd. 8" Water Line	\$ 2,200,000		\$ 2,200,000				\$ 2,200,000	
							\$ -	
							\$ -	
<b>TOTAL</b>	<b>\$ 7,900,000</b>	<b>\$ 3,700,000</b>	<b>\$ 2,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>	<b>\$ 6,900,000</b>	<b>\$ 1,000,000</b>

Notes:

- The Capital Improvement Plan includes capital projects to replace, rehabilitate or upgrade capital equipment that has been categorized as Poor or Very Poor and have an estimated replacement, rehabilitation or upgrade date within the next 10 years.
- The estimated total project cost is distributed over the life of the project (up to 20 years) and includes project costs (excluding debt service) covered by grants, loans, and the Town of Landis. Costs associated with a project may be distributed in fiscal years after year 2033, and that distribution is not presented in this table.

Table 6-2. Sanitary Sewer Collection System 10-Year Capital Improvement Plan

Capital Improvement Project	Estimated Total Project Cost	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	TOTAL Fiscal Years 2023/24 - 2027/28	TOTAL Fiscal Years 2027/28 - 2032/33
Town-Wide Lift Station Rehabilitation	\$ 2,400,000					\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
S. Upright St. Basin Sanitary Sewer Rehab. Phase I	\$ 2,800,000	\$ 2,800,000					\$ 2,800,000	\$ -
S. Upright St. Basin Sanitary Sewer Rehab. Phase II	\$ 1,000,000		\$ 1,000,000				\$ 1,000,000	
US 29 Lift Station Replacement/Force Main	\$ 1,500,000			\$ 750,000	\$ 750,000		\$ 1,500,000	\$ -
Lift Station No. 6 and 7 Elimination	\$ 800,000				\$ 400,000	\$ 400,000	\$ 800,000	
Town-Wide Sanitary Sewer Rehabilitation	\$ 4,000,000				\$ 1,000,000	\$ 1,500,000	\$ 2,500,000	\$ 1,500,000
<b>TOTAL</b>	<b>\$ 12,500,000</b>	<b>\$ 2,800,000</b>	<b>\$ 1,000,000</b>	<b>\$ 750,000</b>	<b>\$ 2,150,000</b>	<b>\$ 3,100,000</b>	<b>\$ 9,800,000</b>	<b>\$ 2,700,000</b>

Notes:

- The Capital Improvement Plan includes capital projects to replace, rehabilitate or upgrade capital equipment that has been categorized as Poor or Very Poor and have an estimated replacement, rehabilitation or upgrade date within the next 10 years.
- The estimated total project cost is distributed over the life of the project (up to 20 years) and includes project costs (excluding debt service) covered by grants, loans, and the Town of Landis. Costs associated with a project may be distributed in fiscal years after year 2033, and that distribution is not presented in this table.





## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Michael D. Ambrose, Town Manager

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Awarding the Substation Breakers Bid to Myers Controlled Power**

**DETAILS:** Staff recommends awarding the Substation Breakers Bid to Myers Controlled Power in the amount of \$90,504.00 (plus applicable sales tax). This component is part of the 12KV conversion which was a part of the initial budget. There will not be a budget amendment needed for this item.





# Southeastern Consulting Engineers, Inc.

July 5, 2023

Mr. Michael Ambrose  
Town Manager  
704 W. Blume Street  
Landis, North Carolina 28088-1247

Ref.: Material Bid Recommendation  
Substation Breakers

Dear Michael:

The Town received proposals in our office on June 30, 2023, from three suppliers and representatives solicited for providing substation breakers.

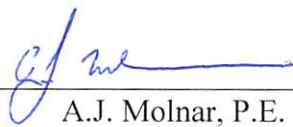
We have evaluated each offer based on compliance with specifications, cost, and delivery.

Myers Controlled Power offered the most attractive proposal price. Their total price, excluding taxes, for the three breakers solicited is \$90,504.00 and they are quoting 60-62 weeks delivery. The next alternate proposal was \$11,190 more although they were expected 15 weeks earlier than Myers.

We are therefor recommending the Town issue a purchase order to Myers Controlled Power in the amount of \$90,504.00 plus applicable sales tax. If you agree with our recommendation, please also send us a copy of the P.O. issued to Myers so we may follow up with the vendor.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  \_\_\_\_\_  
A.J. Molnar, P.E.  
Vice President

AJM/lc

**PROPOSAL SUMMARY**

TO: THE TOWN OF LANDIS  
LANDIS, NORTH CAROLINA

GENTLEMEN:

The undersigned has carefully examined the Specifications and hereby declares that he will furnish the following items in the Specifications for the following prices:

	<u>Total Price</u>	<u>Applicable N. C. Sales Tax</u>
Three 15.5 KV Circuit Breakers	\$ <u>30,168.00</u>	\$ <u>90,504.00</u>

Additional Comments, Explanations, or Exceptions

See Proposal Letter for details

**PROPOSAL** (Continued)

**Applicable Price Terms**

See Proposal Letter for details

**FVR Product Manager**

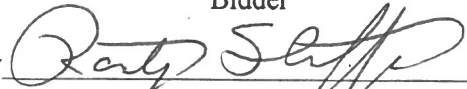
Title

**June 29th 2023**

Date

**Myers Controlled Power LLC**

Bidder

By 

**219 East Maple Street**

**North Canton Ohio 44720**

Address



**MCP Progress Payment Milestone Schedule**

N30 – pending approved credit

10% Upon Submission of Submittals

10% Approval of Submittals

25% Release for Purchasing of Material

25% Release to Production

20% FAT or When Ready to Ship

10% Shipment



QTY:	Description:	Unit Price:	Extended Price:
3	<b><u>Circuit Breaker, 15kV 1200A 110kV BIL 20kA Station Circuit Breaker</u></b>	\$30,168.00	\$90,504.00
	<b>Identical to F1293-001 &amp; F1440-01</b>		
	Myers Controlled Power Type FVR1121120A(1C6) Continuous Current: 1200A Impulse Withstand Voltage: 110kV BIL Max Short Circuit Current: 20kA (RMS) Max Voltage: 15.5kV		
	----- Outdoor, NEMA 3R, Three Pole Single Throw, Free Standing, Vacuum Circuit Breaker ANSI 70 - Very Light Gray Paint		
	----- Control Voltage Ratings		
	----- Spring Charge Motor: 240 VAC Close Coil: 240 VAC Trip Coil: 48 VDC 2nd Trip Coil: N/A Auxiliary: 240 VAC		
	----- Detailed Bill of Material		
6	Current Transformer, 1200/5A, MR, C400, 1.33/1.5 TRF, CT312-122MR-07		
1	69 Device		
1	Latch Check Switch		
1	Auxiliary Contact, 24 Pole		
1	GE 16, .48VDC, Red		
1	GE 16, 240VAC, Green		
1	120VAC GFCI Receptacle, Internal Mounted		
1	Interior Light & Switch		
1	SEL 0351S6X3E3E52X1		
1	ABB FT-1 Test Switch 714B325G32		
1	HV Dustproof Assembly, 110/125kV BIL, 46011-885-60		
1	LV Dustproof Assembly, 46011-885-50		
6	NDR6644T12, 1 1/4 - 12, #2-1000MCM Terminal Connector		
2	Ground Terminal, #4 - 250MCM, NAS292N		
*	QOU Molded Case Circuit Breakers as needed		



Technical Clarifications

General Clarifications

The bill of material is based on our best interpretation of the information provided with the request for quotation. The quotation supplied for this project may not meet the local code/ordinance requirement unless specifically identified in the customer documentation supplied for review. The bill of material should be reviewed to ensure that the equipment quoted meets the project requirements. The following clarifications are provided to emphasize issues not specifically stated in the bill of material.

- **Identical to F1293-001 & F1440-01**
- Any equipment not specifically listed in the bill of materials will be provided by others.
- Note that Myers Controlled Power, LLC is an ISO 9001:2015 registered manufacturer.
- Equipment proposed herein will be designed, constructed, and tested in accordance with all applicable ANSI, NEMA, and IEEE Standards.
- Offloading and Installation by others.
- Anchor bolts by others.
- AC / DC Control Power is remote and provided by others.
- Myers will provide our standard control lugs for furnished equipment.
- Startup, field testing and training by a Myers Controlled Power representative is not included in the price of the breaker.
- There are no special tools required for the installation or maintenance of the breaker.

Commercial Clarifications

Bid validity for this quote is 30 days; with all commercial and technical terms as stated in this proposal. Orders received after this period may be subject to adjustment by Myers Controlled Power LLC.

Estimated Delivery

Due to current production loading, lead times can be in the range of 60 – 62 weeks depending on type of product ordered or quantities. We will make every effort to provide delivery of product as requested.

Final schedule shall be reviewed before order placement. Estimated dates are based on factory loading at time of quotation. Customers with specific delivery needs should contact the factory with actual order and release dates to obtain Committed Ship Schedules based on their specific needs and reviewed against current factory loading. Please note that lead times are subject to change due to availability of materials during production.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic.

Terms and Conditions

Any orders based on this quotation are subject to Myers Controlled Power LLC Terms and Conditions, enclosed. All other terms and conditions will require review prior to order acceptance.

Terms of Payment: Net 30 Days from date of invoice (Pending Credit Approval). Progress payments may be required at the time of order.

Terms of Delivery: Freight Included, FOB Factory, based on shipping Three (3) Breakers to Landis NC

Warranty: Twelve (12) Months from date of shipment

Taxes: Federal, State, and Local taxes are not included

Proposal Acceptance

This proposal is valid for a period of thirty (30) days from date of issue. Should this proposal be accepted, please send the Purchase Order to:



Town of Landis – FVR Breakers  
MCP Estimate No. Q0002520 (Rev. 0)

---

Myers Controlled Power LLC  
219 E. Maple St. Suite 100/200E  
North Canton, OH 44720  
[FVROrders@controlledpower.com](mailto:FVROrders@controlledpower.com)

Attn: Adam Walleck  
Reference: Q0002XXX

*Intellectual Property Notice*

*THE INFORMATION IN THIS PROPOSAL IS CREATED BY MYERS. IT IS DISCLOSED IN CONFIDENCE AND IT IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.*

**PROPOSAL SUMMARY**

TO: THE TOWN OF LANDIS  
LANDIS, NORTH CAROLINA

GENTLEMEN:

The undersigned has carefully examined the Specifications and hereby declares that he will furnish the following items in the Specifications for the following prices:

	<u>Total Price</u>	<u>Applicable N. C. Sales Tax</u>
Three 15.5 KV Circuit Breakers	<u>\$ 102,878.00</u>	<u>\$ N/A</u>

Additional Comments, Explanations, or Exceptions



**PROPOSAL** (Continued)

**Applicable Price Terms**

	Stephen Fulco
	_____
	Bidder
Marketing Engineer	By JST Power Equipment
_____	_____
Title	30 Skyline Drive
	_____
6/26/2023	Lake Mary, FL 32746
_____	_____
Date	Address

STATE OF NORTH CAROLINA  
TOWN OF LANDIS  
COUNTY OF ROWAN

**AFFIDAVIT of COMPLIANCE**  
**with N.C. E-Verify Statutes**

I, Stephen Fulco (hereinafter the "Affiant"), duly authorized by and on behalf of JST Power Equipment (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

- 1. I am the Marketing Engineer (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
- 2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
- 3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.  
  
Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
- 4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
- 5. Employer shall keep the Town of Landis informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 26th day of June, 2023

Stephen Fulco  
Affiant

STATE OF NORTH CAROLINA  
COUNTY OF ROWAN

Sworn to and subscribed before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

[SEAL]

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

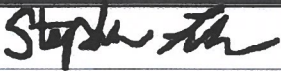
My commission expires: \_\_\_\_\_

Name of Counterparty: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION**

As of the date listed below, the entity listed above is not on list of list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

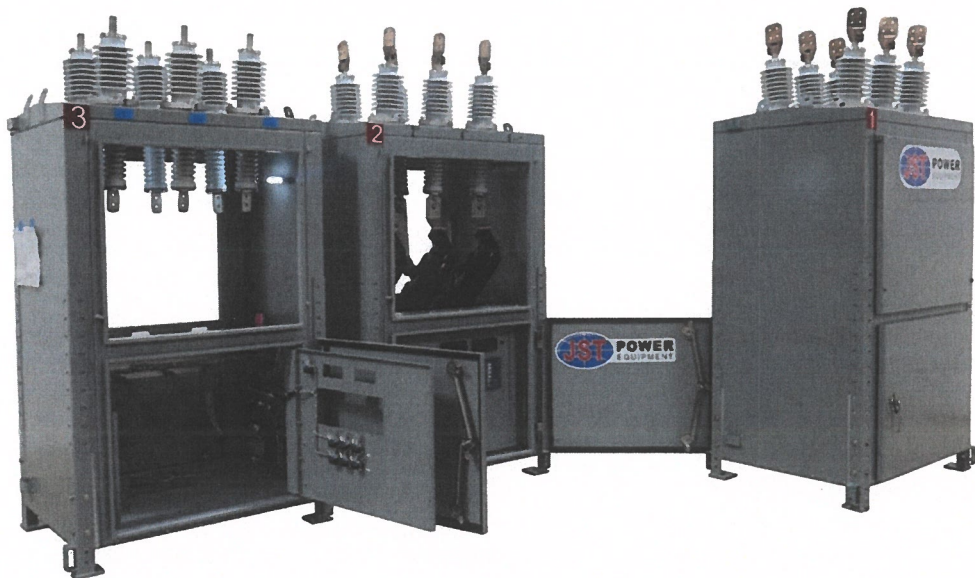
<hr/> <hr/>	
	6/26/2023
Signature	Date
Stephen Fulco	Marketing Engineer
Printed Name	Title



# POWER EQUIPMENT

## Commercial Offering Letter

Customer:	City of Landis	Quotation No.:	Q23-OD1028
Customer Contact:		Version:	A
Project Name:	Substation Circuit Breakers	Quote Date:	6/26/2023
Warranty	54 – 60 Months	Bid Validity	30 Days
Lead Time (ARO)	18 - 20 weeks	Payment Terms:	100% Net 30 Days
Ship to:	Landis, NC.	Currency:	USD \$ - US dollar
INCOTERMS-2020:	CPT	Total Price:	\$102,878.00
Supplier:	JST Power Equipment, Inc.	Prepared by:	Stephen Fulco
Phone:	321-321-8716	JST Contact Email:	sfulco@jstpower.com





Dear City of Landis,

We, at JST Power Equipment, Inc., value the opportunity to present our commercial offer for the project **Substation Circuit Breakers**. JST is proud to present this offering and confident it will meet your expectations. Please refer to separate documents for Proposed Bill of Material and Technical Offering.

We look forward to your consideration of this proposal and will be pleased to answer any questions you may have.

**Scope of Supply & Works  
(Equipment/ Material / Service)**

Item List and Pricing Information

Item	Qty	Description	Total Net Price (USD)
10	3	<b>15.5kV 1200A Outdoor Circuit Breaker</b> OD3Mag™ Substation Breaker, <b>Outdoor</b> , rated for <b>15kV, 1200A, 25kA</b> , consisting of <b>(1)</b> frame fully assembled and tested. Refer to item bill of material for details.	<b>\$99,978.00</b>
20	1	<b>CPT INCOTERMS 2020</b> Carriage Paid to: Landis, NC JST offer includes standard In-land Packing.	<b>\$2,900.00</b>
<b>TOTAL Price US\$</b>			<b>\$102,878.00</b>
<b>Optional Offerings:</b>			

In the event of an order the following items must be included with PO document.

- PO must reference JST quote number and Version level.
- PO line items must list the selected products from the Item List above.
- Agreed terms and conditions.
- Requested ship date, per line item.
- Ship To address with contact name and phone number.
- Commercial and technical contact names and phone numbers.
- If applicable, include resales tax certificate.

**Project Lead Times:**

- Phase I: (Physical Drawings) Front View, Floor Plan, Section View, Nameplate Schedule
- Phase II: (Electrical Drawing) Electrical Bill of Material, 3-line & Breaker Schematic
- Phase I & II Drawings will be submitted for approval **6** weeks after receipt of purchase order documents.
- Two **(2)** weeks for customer approval and return to JST with comments.  
Note: Delays in return of approval drawings may affect product ship date and could be subject to additional cost.

- Phase III: Connection (Wiring) Diagrams will be submitted **3 to 4** weeks after return of Approval Drawings with release to manufacture.
- Manufacturing Lead Time will be **18 - 20** weeks after release to production.
- Final "As-Built" Record Drawings: JST will submit record drawings and OM Manuals **2 to 3** weeks after shipment of the equipment.  
*\*Due to supply chain impacts that continue to affect our industry, our primary relays' provider Schweitzer Engineering Laboratories (SEL) has extended its delivery time to 25 weeks, resulting in an increase to the overall delivery time of the switchgear. Other relays' suppliers may offer considerably shorter delivery times and can be proposed for this project should the customer accept. JST would be happy to submit a revised proposal based on your acceptance of equivalent devices.*

**Prices:**

All prices are quoted in US dollars, EXW (ex-works), unless freight line item is purchased.

**Bid Validity:**

JST offer is valid for **30 Days** unless changed by written request and approved by JST.

**Payment Terms:**

JST offers payment terms of **100% Net 30 Days** from date of delivery.

**Taxes:**

JST offer does not include Federal, State or Local taxes, tariffs, excises, fees or duties of any kind.

**\*Shipment:**

The following INCOTERMS shall apply **CPT**

JST will load equipment onto flat-bed truck or enclosed-van for shipment to **Landis, NC**

Offer includes JST standard inland packing.

*\*Actual freight costs shall be reassessed at time of delivery. Any cost overage shall be added to the final invoice.*

**Cancellation:**

Orders may be terminated by Buyer only by written request. Buyer may choose to cancel the entire or a single line item of the contract. In any event, JST reserves the right to charge Buyer for cancellation per the following schedule:

15% - prior to submittal of Approval Drawings.

35% - after submittal of Approval Drawings.

75% - after release for Production.

100% - after start of Production.

Payment will be Net 30 days from date of invoice.

**Warranty Period:**

JST offers a warranty period of **54** months from date of installation and startup, not to exceed **60** months from date of shipment.

**Contract Terms and Conditions:**



26-Jun-23

Quote No.: Q23-OD1028  
Version: A

This offering is based on purchaser's acceptance of JST Power Equipment Terms & Conditions of Sale, Form TC10101, or otherwise mutually agreed upon Terms & Conditions.

In any case, the follow statement shall apply:

In no event shall JST's liability for any claim, expense, loss or damage exceed the purchase price of the Products actually paid by the Buyer, regardless of the legal or equitable theory asserted. In no event shall JST be liable for any indirect, collateral, incidental, special, exemplary, punitive, or consequential damages. This limitation of liability shall also apply to JST's affiliates, partners, principals, shareholders, directors, officers, employees, agents, successors, and assigns.

*This is Property of JST Power Equipment which contains CONFIDENTIAL information. This document shall not be duplicated, used or disclosed unless authorized by JST Power Equipment*

**PROPOSAL SUMMARY**

**TO: THE TOWN OF LANDIS  
LANDIS, NORTH CAROLINA**

**GENTLEMEN:**

**The undersigned has carefully examined the Specifications and hereby declares that he will furnish the following items in the Specifications for the following prices:**

	<u>Total Price</u>	<u>Applicable N. C. Sales Tax</u>
<b>Three 15.5 KV Circuit Breakers</b>	<b><u>\$ 101,694.00</u></b>	<b><u>\$ TBD</u></b>

**Additional Comments, Explanations, or Exceptions**

See Siemens Proposal SF23466149 page 15 for more detail.



**PROPOSAL** (Continued)

**Applicable Price Terms**

	<u>Siemens Industry</u>
	<b>Bidder</b>
<u>Application Engineer</u>	<b>By</b> <u>Yeounsoo Kim</u>
<b>Title</b>	<u>7000 Siemens Dr,</u>
	<u>Wendell, NC 27591</u>
<u>06/27/2023</u>	<b>Address</b>
<b>Date</b>	

STATE OF NORTH CAROLINA  
TOWN OF LANDIS  
COUNTY OF ROWAN

**AFFIDAVIT of COMPLIANCE**  
**with N.C. E-Verify Statutes**

I, Yeounsoo Kim (hereinafter the "Affiant"), duly authorized by and on behalf of Siemens Industry (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the Senior Application Engineer (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Landis informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 27 day of June, 2023

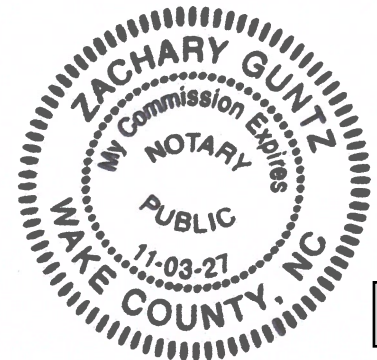
Affiant [Signature]

STATE OF NORTH CAROLINA  
COUNTY OF ROWAN

Sworn to and subscribed before me, this the 27<sup>th</sup> day of June, 2023

Notary Public: [Signature] [SEAL]

My commission expires: 11-03-2027




Name of Counterparty: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION**

As of the date listed below, the entity listed above is not on list of list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

 <small>DN: cn=Kim Yeounsoo, c=DE, o=Siemens, email=yeounsoo.kim@siemens.com Date: 2023.06.27 16:10:20 -0400</small>	06/27/2023
Yeounsoo Kim	Application Engineer
<b>Signature</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>



Siemens Industry, Inc.  
7000 Siemens Road, Wendell, NC 27591 United States of America  
**Town of Landis**

**Name** Yeounsoo Kim  
**Department** RC-US SI EA SO-PRM  
Application Engineer  
**Telephone** +1 (919) 737-8071  
**E-mail** yeounsoo.kim@siemens.com  
**Date** June 27, 2023

**Project Name:** SIE-SDV-TOWN OF LANDIS-DUE 6/27  
**Siemens Reference:** SF23466149

Thank you for the opportunity afforded to Siemens Industry, Inc. to quote on this project.

Please find the attached Siemens technical and commercial proposal, which will remain in effect for 30 days from date of issue.

Should you have any questions or require additional clarification, please do not hesitate to contact the undersigned.

With kind regards,

Yeounsoo Kim

Rev #	Date	Description
0	6/27/2023	Initial Firm Offer

**Restricted information**  
This proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal"), is provided "as-is" for your evaluation of Siemens Industry, Inc. ("Siemens") as the provider of work discussed therein and contains information that is Restricted to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a Restricted relationship between you and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be re-produced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens. THE ABOVE TERMS SUPERSEDE ANY CLICK-WRAP OR OTHER TERMS NOT EXPRESSLY SET FORTH IN A SIGNED AGREEMENT BETWEEN THE PARTIES COVERING THE PROPOSAL. ALL SUCH CLICK-WRAP OR OTHER TERMS ARE EXPRESSLY REJECTED BY SIEMENS.

SF23466149 006Mz000004dczCIAQ





**Scope of Supply – Breakers (Spring Stored Energy)**

Item	Product Name	Quantity	Unit price	Total price
1	SDV7-SE 15-25-1200	3.00	\$33,898.00	\$101,694.00
2	Extended Warranty - 54/60 Months	1.00	Included	Included
<b>Offer Amount:</b>				<b>\$101,694.00</b>

See “System Specifications and General Bill of Material” section in this proposal for greater detail.

**Optional Features**

Description	Price
Arc Resistant Enclosure Tested to ANSI/IEEE C37.20.7 for accessibility type 2B for 15kV Breakers	(Per Breaker) \$1,045

**Optional Recommended Spare Parts SDV-SE**

Product Name	Quantity	Unit Price	Total Price
Trip Coil	1	\$260	\$260
Close Coil	1	\$260	\$260
Anti-pump Relay	1	\$150	\$150
Charging Motor	1	\$400	\$400
Door Gasket	1	\$150	\$150
Bushing Gasket	1	\$280	\$280
Filters	1	\$75	\$75
Space Heaters	1	\$120	\$120
Vacuum Interrupter (each)	1	\$1,500	\$1,500
15/17.5kV 1200A Bushing	1	\$675	\$675

**NOTE:** Item categories and quantities for spare parts provided in this document are suggestions and may overlap or change due to each customer’s processes and needs.

The spare parts pricing provided in this package is not part of the base offer and only applies to Siemens SDV products. This offer is only valid for the duration of the equipment offer through shipment of the equipment. A more detailed parts list can be provided upon customer approval drawing completion, but pricing increases will apply at that time.

**Restricted information**

This proposal, including all of its attachments, exhibits, appendices, etc. (“Proposal”), is provided “as-is” for your evaluation of Siemens Industry, Inc. (“Siemens”) as the provider of work discussed therein and contains information that is Restricted to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a Restricted relationship between you and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be re-produced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens. THE ABOVE TERMS SUPERSEDE ANY CLICK-WRAP OR OTHER TERMS NOT EXPRESSLY SET FORTH IN A SIGNED AGREEMENT BETWEEN THE PARTIES COVERING THE PROPOSAL. ALL SUCH CLICK-WRAP OR OTHER TERMS ARE EXPRESSLY REJECTED BY SIEMENS.

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# Item Cover Page

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**MEETING TYPE** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Staff

**ITEM TYPE:** Report

**AGENDA SECTION:** Reports

**SUBJECT:** Departmental Reports

**DETAILS:**



## Parks & Recreation August Report

### Events Summary

The August Cruise-In had another great turn out of cars and spectators. The next Cruise-In will be Friday Sept. 1<sup>st</sup>. This will be the last Cruise-In for the season. This was our best season yet for participation. This event is gaining popularity throughout the car community. We look forward to next year!

The Farmer's Market has come to an end. It will not be continuing through Sept. Unfortunately, the market is still struggling. The lack of vendors participating at the same time each week, leads to a small amount of support from customers coming, which in turn, leads to vendors not returning. It's a cause and effect issue that we will need to look into for the future.

Food Truck Wed. and Thurs. on Central is still going on. We currently have trucks booked through September and accepting vendors through October. Most food truck vendors have been pleased with the turn out. This month we added 3 wooden picnic tables and umbrellas to the corner parking lot across from the food truck location. We are hoping this will add a nice area for people to enjoy their lunch.

The Community Summer Social Walks on Tues. & Thurs. mornings did not gain any interest or participation. We have ended this and will re visit at a later time.

The "Kindness Rocks" event at Lake Corriher Park was on August 19<sup>th</sup> from 10:00-1:00. This had a great turn out for our first time doing something like this. We had right at 50 kids enjoy painting rocks then spending the afternoon exploring and playing at the park. All the rocks have been placed in a designated Rock Garden near the fire pit at the park office.

Free Saturday Morning Bootcamps in August, led by Camp Gladiator, at Lake Corriher Park brought in on average 20-25 people each week. Again, this was a great way to gain exposure for the park. We have already gained repeat visitors from people that attended the camps.

**Upcoming September Events:** Friday Sept 1<sup>st</sup>: Cruise-In

Monday Sept. 4<sup>th</sup> Labor Day Pool Party: Celebrating the Holiday along with the last day of the pool operations. We will have an Inflatable Water Slide on site from 11-4, along with Free Hotdogs from 12-2.

Friday Sept 22<sup>nd</sup>- Touch A Truck Event: A free family event allowing kids of all ages the opportunity for a hands on experience to explore and learn about a

variety of vehicles, trucks, and large equipment. FD will be offering child safety seat checks. Town is providing truck theme treat bags for the kids. Rowan County Health Dept is setting up a booth. Papa Robb's and Paw Patrol Characters will also be on site. Event will be in the Future D.C & Frances Linn park from 5:00-7:00pm.

**Park & Pool**

This month, additional training and weather precautions were implemented. We have added a weather alert radio on site that remains on at all times. Pool Season ends Monday Sept 4<sup>th</sup>.

The boardwalk entrance into the park from Kimball Rd. will be undergoing repairs within the next couple weeks. We will be replacing the entire walkway that leads to the bridge.

**Pool Party Rentals: 7**

**Camp Rentals:** During the month of August, campsites or cabins were booked a total of 23 days. We had 5 shelter rentals.

**Daily Park Fishing Passes Sold: 428**  
**State Licenses: 12**

**Annual Park Fishing Pass: 1**  
**Boat Registrations 10**

**2020 Ford Explorer Mileage as of 4/30/2023: 42109**

**2023 Annual Event Dates:** Cruise-In Dates- 4/7 5/5 6/2 7/7 8/4 9/1 5:00-9:00pm  
Easter Egg Hunt- 4/1 10:00am  
Touch A Truck 9/22/23 5:00-7:00pm  
Fall Festival/Trunk or Treat 10/28 2:00-6:00pm  
Parade & Tree Lighting 11/21 3:00pm parade/ 6:00pm Tree Lighting  
Campfire Christmas 12/9 4:00-7:00pm

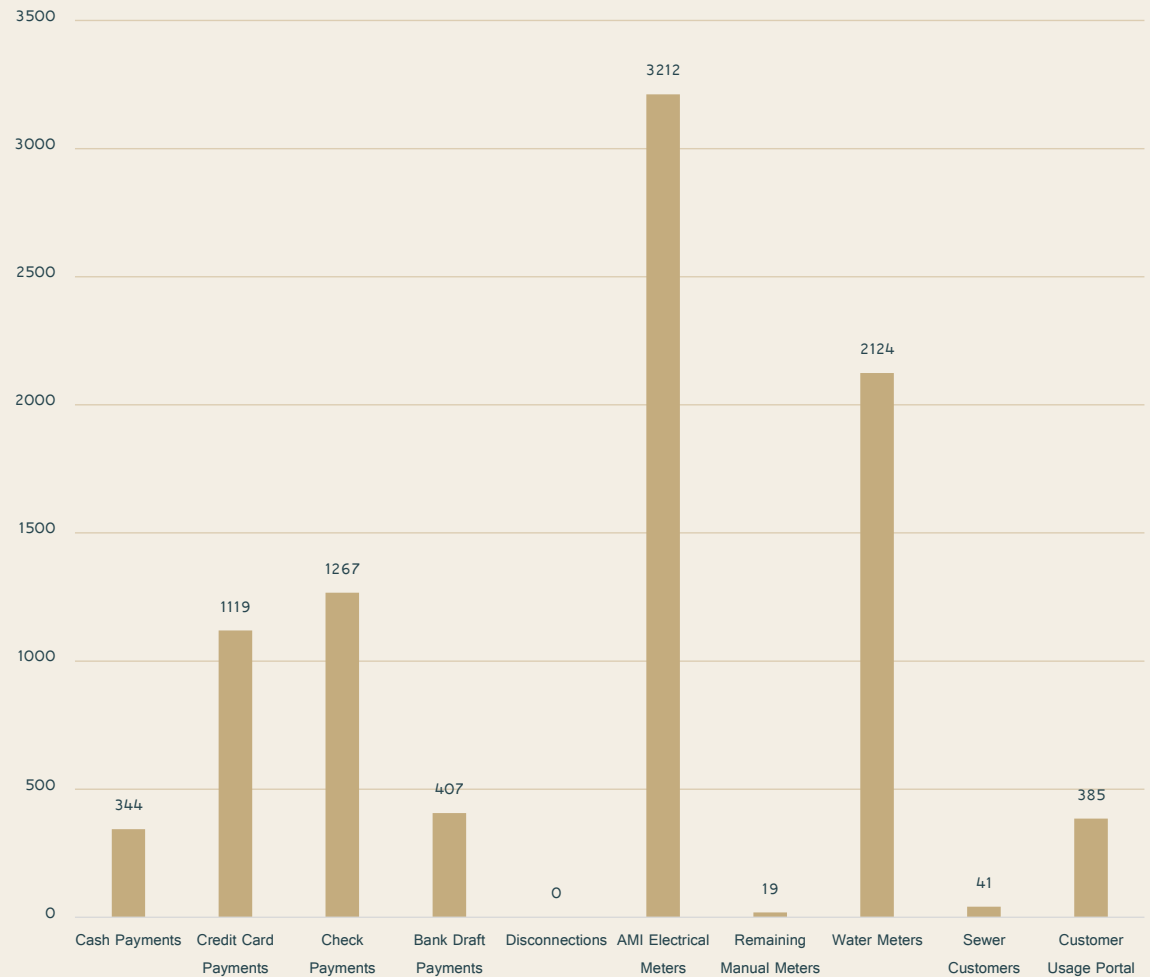


# Aug 2023 Utility Billing Monthly Report

Category	Count
Cash Payments	344
Credit Card Payments	1119
Check Payments	1267
Bank Draft Payments	407
Disconnections	0
AMI Electrical Meters	3212
Remaining Manual Meters	19
Water Meters	2124
Sewer Customers	41
Customer Usage Portal	385



Submitted by: Haley Graham on September 1, 2023



# Public Works Monthly Reporting

Completed By Chris England Date 8/29/2023

## 1. Water - Sewer

- Taps 5
- Irrigation Taps 2
- Water Main breaks 0
- Meter Box Replacement 0
- Hydrant (Water Quality Flushing) Routes 10
- Meter/MXU Change Out 0
- Water Pump Station (quantity 1) Quality 31
- Sewer lift station (quantity 10) y Monitoring and Repairs needed y
- Customer calls/ resident needs 20
- New / Current Resident work orders start& stop service 8

## 2. Stormwater

- Requested Repair Quotes requested for attached maps
- Storm drain repair and maintenance (All Public works employees help)

## 3. Electricity

- Current / New Resident Work orders 7
- New (Temp) Service 3
- Disconnects 0
- Streetlights 8
- Security Lights 15
- Pole Repair/Replace 10
- Outages: Cause, Environmental YES Load Demanded 1 Vehicle Wreck 0 Other 5

## 4. Streets

- Weekly Schedule: Monday thru Wed Bulk Pick up, Thursday thru Friday Chipping/ Leaves
- Rowan County Dump Runs 8
- Customer calls YES Work Orders YES Go Gov YES

Comments: DUE TO STORM WORK THE TOTAL AMOUNT IS UNKNOWN

DUE TO STORM WORK THE TOTAL AMOUNT IS UNKNOWN



## Item Cover Page

**MEETING TYPE:** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Kevin L. Young, Interim Chief of Police

**ITEM TYPE:** Police Department Report

**AGENDA SECTION:** Department Report

**SUBJECT:** [Faint text]

**DETAILS:**

**Police Stats:**

Total Calls for Service (including self-initiated calls) – **697**

Self-initiated calls Only – **564**

Calls for Service Only – **125**

Traffic Crashes – **5**

Traffic Stops – **97**

**Vehicle Mileage:**

**LPD-081: 133,733**

**LPD-101: 103,193**

**LPD-102: 97,207**

**LPD-131: 95,774**

**LPD-151: 63,398**

**LPD-161: 67,899**

**LPD-171: 56,466**

LPD-172: 83,413

LPD-173: 73,580

LPD-174: 49,555

LPD-175: 61,117

LPD-176: 52,752

LPD-177: 71,334

LPD-212: 15,266

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin L. Young". The signature is stylized with a large, sweeping initial "K" and a long, horizontal flourish extending to the right.

Kevin L. Young

Interim Chief of Police

# ROWAN COUNTY COMMUNICATIONS

## Events by Nature Code

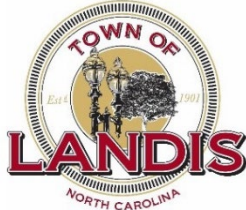
Agency: LPD, Event date/Time range: 08/01/2023 00:00:00 - 08/31/2023 23:59:59

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
102D2 ABANDONMENT	0	0	1	1	0%	0:02:40	0:02:26	0:37:43	0:42:49	0:42:49
103A2 FOUND PROPERTY	0	0	1	1	0%	0:08:49	0:34:35	0:01:31	0:44:55	0:44:55
103B4 SECURITY ESCORT	0	1	0	1	0%	0:00:01	0:00:00	0:04:30	0:04:31	0:04:31
104C2 COMMERCIAL BURG (INTRUSI	0	0	6	6	1%	0:04:02	0:05:20	0:04:03	1:20:38	0:13:26
104C3 RESIDENTAL BURG (INTRUSI	0	0	3	3	0%	0:40:53	0:01:55	0:02:45	2:16:40	0:45:33
106B3 PAST SEXUAL ASLT-CHILD	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
107B1 ASST OTHER AGENCY-ROUTIN	0	0	1	1	0%	0:16:14	0:05:18	0:06:32	0:28:04	0:28:04
110D2 RESIDENTIAL B&E	0	0	1	1	0%	0:20:54	0:08:29	1:24:59	1:54:22	1:54:22
111B1 PAST DAMAGE TO PROPERTY	1	1	2	4	1%	0:02:16	0:21:12	0:06:25	1:03:50	0:21:16
113B1 DISTURB / PAST VERBAL	0	0	1	1	0%	0:03:26	0:04:24	0:13:07	0:20:57	0:20:57
113B2 OTHER NOISE COMPLAINT	0	0	1	1	0%	0:32:36	0:00:00	0:06:50	0:39:26	0:39:26
113D1 DISTURBANCE / PHYSICAL	3	0	5	8	1%	0:07:20	0:05:40	0:12:51	2:09:23	0:25:52
113D2 DISTURBANCE / VERBAL	1	1	3	5	1%	0:04:06	0:03:18	0:58:39	4:20:55	1:05:13
115D1 DRIVING UNDER INFLUENCE	0	0	1	1	0%	0:02:59	0:00:47	0:08:59	0:12:45	0:12:45
116A1 DRUGS (PAST USE - POSS)	0	0	1	1	0%	1:26:20	0:00:00	0:12:11	1:38:31	1:38:31
116D1 DRUGS (USE-POSSESSION)	2	0	0	2	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
118C1 FRAUD (PHONE/MAIL/ELEC)	0	0	1	1	0%	0:10:15	0:48:36	0:08:11	1:07:02	1:07:02
119A2 PAST THREAT	0	1	0	1	0%	0:00:01	0:00:00	0:01:19	0:01:20	0:01:20
121O2 MENTAL COMMITMENT	0	1	0	1	0%	0:00:00	0:03:33	0:28:14	0:31:47	0:31:47
125B1 CHECK WELFARE - ROUTINE	0	0	1	1	0%	0:05:44	0:04:25	0:42:46	0:52:55	0:52:55
125B2 LOCKOUT - ROUTINE	0	0	1	1	0%	0:45:03	0:00:01	0:17:35	1:02:39	1:02:39
125D1 CHECK WELFARE-URGENT	0	0	2	2	0%	0:05:31	0:04:44	0:11:54	0:44:19	0:22:09
127D2 SUICIDE THREAT	0	0	1	1	0%	0:02:44	0:00:00	2:36:34	2:39:18	2:39:18
129B2 SUSPICIOUS VEH (PAST)	0	0	1	1	0%	0:06:36	0:01:24	0:14:28	0:22:28	0:22:28

Incident Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
130C1 SUSPICIOUS PERSON	0	3	3	6	1%	0:09:34	0:01:11	0:26:24	2:56:43	0:29:27
130C3 SUSPICIOUS VEHICLE	0	6	3	9	1%	0:01:50	0:08:06	0:12:54	2:16:00	0:15:06
129C5 SUSPICIOUS CIRCUMSTANCE	0	4	6	10	1%	0:05:56	0:03:45	0:08:16	2:10:25	0:13:02
130B1 LARCENY (ALREADY OCC)	0	0	1	1	0%	0:28:31	1:09:35	0:04:47	1:42:53	1:42:53
130B3 THEFT FROM VEH (PAST)	0	0	1	1	0%	0:02:51	0:03:46	0:16:05	0:22:42	0:22:42
130B6 THEFT FROM VEH (PAST)	0	0	1	1	0%	0:02:34	0:18:34	0:15:41	0:36:49	0:36:49
130C2 VEH LAR JUST OCCURRED	0	0	1	1	0%	0:09:15	0:05:02	0:11:15	0:25:32	0:25:32
130D1 LARCENY	0	1	0	1	0%	0:00:01	0:00:00	0:00:17	0:00:18	0:00:18
131B1 TRAFFIC ACCIDENT - PD	0	0	1	1	0%	0:04:46	0:00:33	0:31:19	0:36:38	0:36:38
131B3 HIT & RUN	0	0	1	1	0%	0:07:48	0:06:33	0:26:32	0:40:53	0:40:53
132A1 ABANDONED VEHICLE	0	0	1	1	0%	0:04:18	6:08:07	0:39:07	6:51:32	6:51:32
132B2 PARKING COMPLAINT	0	5	2	7	1%	0:13:04	0:00:00	0:04:21	1:17:42	0:11:06
132C1 SEVERE TRAFFIC VIOLATION	0	0	1	1	0%	0:03:02	0:13:05	0:53:10	1:09:17	1:09:17
132C2 HAZARDOUS ROAD CONDITION	0	0	1	1	0%	0:03:29	0:27:34	0:18:07	0:49:10	0:49:10
133D1 TRESPASSING	0	0	3	3	0%	0:04:42	0:05:37	0:13:01	1:10:04	0:23:21
32D1 UNKNOWN MEDICAL	0	0	1	1	0%	0:00:08	0:08:54	0:02:19	0:11:21	0:11:21
77D5 TRAF ACC - MOTORCYCLE	0	0	1	1	0%	0:01:00	0:00:58	1:05:41	1:07:39	1:07:39
ASSIST EMS	0	1	2	3	0%	0:00:06	0:01:51	0:36:03	1:50:20	0:36:46
ASSIST FIRE DEPT	0	1	5	6	1%	0:01:44	0:02:43	0:50:04	5:14:33	0:52:25
ASSIST MOTORIST	0	2	1	3	0%	0:02:27	0:00:00	0:32:26	2:34:05	0:51:21
BURGLARY ALARM	0	0	3	3	0%	0:02:25	0:06:10	0:04:05	0:31:36	0:10:32
BUSINESS OR HOUSE CHECK	0	371	0	371	53%	0:00:01	0:00:00	0:03:01	18:45:03	0:03:01
COMMUNITY PROGRAM	0	0	1	1	0%	0:00:46	0:00:00	0:00:00	5:05:47	5:05:47
DELIVER MESSAGE	0	1	27	28	4%	0:14:09	0:12:32	0:11:45	15:40:13	0:33:34
ESCORT FUNERAL OR OTHER	0	2	2	4	1%	2:38:38	0:01:04	1:42:34	12:09:45	3:02:26
FOLLOWUP	0	11	1	12	2%	0:00:08	0:04:21	0:18:54	4:18:14	0:21:31
FOOT PATROL	0	21	0	21	3%	0:00:01	0:00:00	0:20:37	7:13:10	0:20:37
GENERAL INFORMATION	0	0	1	1	0%	0:16:54	0:00:00	0:02:55	0:19:49	0:19:49



Event Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
ERRING OR ILLEGAL DUMPING	0	1	0	1	0%	0:00:00	0:00:00	0:14:57	0:14:57	0:14:57
N DOOR	0	0	2	2	0%	0:02:55	0:01:27	0:14:57	0:38:40	0:19:20
SCHOOL SECURITY CHECK	0	8	0	8	1%	0:00:01	0:00:00	0:31:05	4:08:45	0:31:05
SHOTS FIRED IN DWELL / VEH	0	0	1	1	0%	0:02:39	0:03:59	0:09:58	0:16:36	0:16:36
STORM DAMAGE REPORT	0	0	1	1	0%	0:00:19	0:00:16	0:01:09	0:01:44	0:01:44
SUBPOENA SERVICE	0	1	0	1	0%	0:00:00	0:00:00	0:07:07	0:07:07	0:07:07
TRAFFIC CONTROL	0	17	0	17	2%	0:00:01	0:00:00	1:15:14	21:19:12	1:15:14
TRAFFIC STOP	0	97	0	97	14%	0:00:01	0:00:00	0:05:33	8:59:21	0:05:33
TRANSPORT PRISONER OR OTHER	0	4	1	5	1%	0:00:31	0:03:08	3:36:56	18:08:19	3:37:39
VEHICLE ACCIDENT PROP DAMAGE	0	0	2	2	0%	0:03:31	0:01:50	0:39:13	1:29:10	0:44:35
WARRANT SERVICE	0	1	0	1	0%	0:00:00	0:00:00	1:31:00	1:31:00	1:31:00
<b>Subtotals for No Summary Code</b>	<b>8</b>	<b>563</b>	<b>112</b>	<b>683</b>	<b>98%</b>	<b>0:10:51</b>	<b>0:17:08</b>	<b>0:28:01</b>	<b>180:22:38</b>	<b>0:52:54</b>
23B0 OVERDOSE (OVERRIDE)	0	0	1	1	0%	0:00:52	0:03:58	0:20:28	0:25:18	0:25:18
<b>Subtotals for 23B0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0%</b>	<b>0:00:52</b>	<b>0:03:58</b>	<b>0:20:28</b>	<b>0:25:18</b>	<b>0:25:18</b>
23C0 OVERDOSE (OVERRIDE)	0	1	0	1	0%	0:00:01	0:00:00	3:32:37	3:32:38	3:32:38
<b>Subtotals for 23C0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0%</b>	<b>0:00:01</b>	<b>0:00:00</b>	<b>3:32:37</b>	<b>3:32:38</b>	<b>3:32:38</b>
25D3 PSYCHIATRIC (NOT ALERT)	0	0	1	1	0%	0:06:21	0:00:00	0:00:00	0:15:00	0:15:00
<b>Subtotals for 25D3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0%</b>	<b>0:06:21</b>	<b>0:00:00</b>	<b>0:00:00</b>	<b>0:15:00</b>	<b>0:15:00</b>
911 HANG UP	0	0	11	11	2%	0:05:27	0:05:12	0:05:19	2:45:31	0:15:02
<b>Subtotals for 911</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>11</b>	<b>2%</b>	<b>0:05:27</b>	<b>0:05:12</b>	<b>0:05:19</b>	<b>2:45:31</b>	<b>0:15:02</b>
<b>Grand Totals</b>	<b>8</b>	<b>564</b>	<b>125</b>	<b>697</b>	<b>100%</b>	<b>0:10:21</b>	<b>0:16:35</b>	<b>0:30:28</b>	<b>187:21:05</b>	<b>0:53:46</b>



## Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** September 11, 2023  
**SUBMITTED BY:** Jason Smith, Fire Chief  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Departmental Reports  
**SUBJECT:** August Fire Stats

**DETAILS:**

**Total calls August 2023**

Month: 99  
Fire: 51  
Medical: 46  
Traffic Acc: 2  
M/A Given: 24  
M/A Received: 11

**Vehicle Mileage**

Chief Vehicle: 14647  
E443: 93733  
E442: repair shop  
E581: 35735  
L58: 20775  
Car 44:135428

Respectfully,  
Jason Smith, Fire Chief



**Town of Landis**  
**Division of Land Use**  
**Zoning Permits Issued – Year 2023**

Permit #	Date	Name	Job Address	Permit Use
ZN-23-01	01-12-23	TAYLOR WHITE	408 N CHAPEL ST	HOME OCCUP/ACCESS STRUCTURE
ZN-23-02	01-18-23	LEANNA HOLLAR	115 W ROUND ST	ACCESS. STRUCTURE
ZN-23-03	01-18-23	CHRIS HOLMES	250 TRANQUIL LAKE DR	FENCE
ZN-23-04	01-24-23	LINKER	205 W. 1 <sup>ST</sup> STREET	NEW CONST. SFR
ZN-23-05	01-31-23	BARNES	507 W BEAVER ST	ACCESS. -DECK REPLACEMENT
ZN-23-06	01-31-23	MACLEOD CONCRETE	220 OLD BEATTY FORD ROAD	NEW CONCRET PLANT
ZN-23-07	01-31-23	READLING <span style="color: red;">UPDATED PERMIT</span>	409 S CORRELL ST <span style="color: red;">ZN-22-28</span>	REMODELW/ADDITION SFR
ZN-23-08	2-1-2023	LANDIS BAPT. CHURCH	512 W. RYDER AVE	2 ACCESS. BLDGS
SP-ZN-23-09	2-1-2023	JOY LONG(LITTLE SHOPPE)	2881 N CANNON BLVD #B	WALL SIGN FOR BUSINESS
ZN-23-10	2-2-23	JAMES HAUSS	510 TRANQUIL LAKE DR	ACCESS. BLD -30X60 GARAGE
SP-ZN-23-11	2-1-2023	JOY LONG(LITTLE SHOPPE)	2881 N CANNON BLVD #B	TEMP SIGN FOR BUSINESS
ZN-23-12	2-23-23	TERESA RANKIN GRANDISON	180 OVERCUP COURT	PORCH & DECK ADDITION
ZN-23-13	3-2-2023	DARELL EFIRD	2515 HWY 29 S	ACCESS STRUCTURE
ZN-23-14	3-15-23	SANDOVAL	406 S CORRELL ST	ACCESS STRUCTURE
ZN-23-15	3-16-23	WATTS, CODY (NIKKI)	127 S CENTRAL AVE <span style="color: red;">NEW BUS.</span>	RESTAURANT "LANDIS CREAMERY"
ZN-23-16	3-28-23	NIBLOCK HOMES	900 IRISH CREEK DRIVE	NEW CONST SFR
ZN-23-17	4-5-23	ELIJAH HARRISON CONST	306 N KIMMONS ST	INT. ROOM ADDITION
ZN-23-18	4-5-23	WALSH	504 SAWTOOTH OAK DR	FENCE
ZN-23-19	4-11-23	ABCD MOORE PROP.	1555 PINNACLE WAY DR	INT. ROOM ADDITION
ZN-23-20	4-11-23	DAVID MILLER REALTY	805 E MILLS DR	NEW SFR
ZN-23-21	4-11-23	DAVID MILLER REALTY	807 E MILLS DR	NEW SFR
ZN-23-22	4-11-23	DAVID MILLER REALTY	811 E MILLS DR	NEW SFR
ZN-23-23	4-13-23	CAROLINA BUILDERS OF CAB	416 PINE ST.	NEW SFR
ZN-23-24	4-18-23	BUILD 4 VALUE LLC	310 TOWN ST. <span style="color: red;">PREV. ZN-22-71</span>	NEW SFR (W/UTILITY EASEMENT)
ZN-23-25	5-3-23	NICHOLE ROMANOWSKI	302 GALLANT CIR	FENCE
ZN-23-26	5-11-23	FARION MORGAN	325 E TAYLOR ST	ACCESS. BUILDING
ZN-23-27	5-17-23	CRETE SOLUTION	220 OLD BEATTY FORD RD	IND.-CONCRETE PLANT
ZN-23-28	5-25-23	JAMES LEFLER	611 E MILLS DR	ROOF ADDITIONS
ZN-23-29	6-1-23	NELSON'S GLASS SERV.LLC	2977-A N CANNON BLVD	NEW BUSINESS USE
ZN-23-30	6-22-23	FON ERNEST	303 BUFORD DR	ADD. PORCH AND DECK & CORRECTION
ZN-23-31	6-22-23	NIBLOCK HOMES	2419 CALLAGAN COURT	NEW SFR
Zn-23-32	7-5-23	THACKER	940 TAMARY WAY	POOL WITH FENCE & DECK
ZN-23-33	7-6-23	HAYES	330 KIMBALL LOOP	ACCESS BLDG
ZN-23-34	7-19-23	HOLMAN	1008 S HIGHLAND AVE	ACCESS BLDG ADDITION

**Town of Landis**  
**Division of Land Use**  
**Zoning Permits Issued – Year 2023**

Permit #	Date	Name	Job Address	Permit Use
ZN-23-35	7-25-23	HERNANDEZ	110 N UPRIGHT ST	BUS. CHANGE- AUTO REPAIR SERV "LUPITAS"
ZN-23-36	7-26-23	WINGLER	302 S CHAPEL ST	ACCESS BLDG
ZN-23-37	7-26-23	CALDERON	110 N UPRIGHT ST	BUS CHANGE-AUTO REPAIR SERV. TWO BROS.
ZN-23-38	8-1-23	CLAUDE	1000 IRISH CREEK DR.	NEW SFR W/ACCESS GARAGE
ZN-23-39	8-9-23	GUIMOND	415 W RYDER AVE	ACCESS BLDG
ZN-23-40	8-24-23	JAMES- PAR 3	112 N CENTRAL AVE	ADDITION TO EXISTING BLDG
ZN-23-41	8-24-23	OLD TOWN SOAP	716 S MAIN ST	ADD. & UPFITS TO EXISTING BLDG
SP-ZN23-42	8-29-23	RITE LITE SIGNS	1520 PINNACLE WAY	WALL SIGN (VANQUISH FENCING)
ZN-23-43	8-29-23	WALSH	355 KIMBALL LOOP	ACCESSORY STRUCTURE
ZN-23-44	8-29-23	CACERES	605 S ZION ST	FENCE
ZN-23-45	8-31-23	RES-NC RESTORATION	306 E RIDGE AVE	NEW SFR
ZN-23-46	8-31-23	RES-NC RESTORATION	308 E RIDGE AVE	NEW SFR

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Application #	Name (surveyor & owner)	Job Address	Type/# of lots	Status FEES PD
<p><b>SITE-07-21</b>  <b>PLANNER OFFICE</b>                      (GRAY FILE DRAWER) WAS  <del>JOHNSON/WOOD- NEW</del>  <u>NAME: VILLAS AT LANDIS</u>  <b>RYDER PLACE (11-8-22)</b></p>	<p>Yarbrough-Williams &amp; Hoyle                      (Nest Communities, LLC/Johnson Wood Townhomes)                      FEES PD:</p>	<p>Corner of E. Ryder Ave &amp; Upright Streets                      Map 109 149 &amp; 133 165</p>	<p>Major Subdivision Duplex, Townhomes, SF</p>	<p>10-11-21 Application/sketch rec'd  <b>10/11/21 \$100 SKETCH REVIEW</b>                      10-12-21 sketch plan reviewed by RF  <b>11-16-21 \$100</b> rec'd for review  <b>11-29-21 \$2,092.11</b> rec'd for technical review of plans.                      12-8-21 TECH REV TEAM MTG                      3-29-22 Zoning verification letter                      4-12-22 Received updated infrastructure information- Capacity Analysis                      6-2-22 PLANS REC'D                      6-21-22 TRC REVIEW of PLANS                      8-10-22 PL. BD REV. *SITE DEV PLAN APPROVED AS NOTED- NEXT STEP: CONSTRUCTION PLANS                      8-23-22 email with St. light update to plan  <b>9/20/22 \$22,026.16 CONSTRUCTION PLANS REC'D WITH CALCULATIONS (BESIDE MAP CAGE)</b>                      11-15-22 ENGINEER memorandum rec'd.                      11-28-22 emailed-waiting on water/sewer plans                      12-6-22 Water/sewer plans emailed, waiting on hard copies-                      REC'D 12-7-22                      12-8-22 NCDOT driveway permit completed and rec'd.                      12-15-22 final initial comments on w/s notified applicant to p/up their set of plans w/comments ✓                      12-19-22 PICKED UP                      1-3-23 ACTIVE FILE                      1-5-23 REC'D NCDOT DRIVEWAY PERMIT W/CONDITIONS                      2-2-23 REC'D REQ. FOR HIGH DENSITY DEV. AGR.                      3-20-23 PUB. HEARING FOR DEV. AGREEMENT                      3-20-23 Board Approved Dev. Agreement                      4-12-23 revised plans rec'd                      4-26-23 RF reviewed plans, waiting on stormwater review. (Tristin is aware)                      5-16-23 Stormwater review completed.                      NEXT STEP CONSTRUCTION CONFERENCE date: 05-24-23 @ 2pm                      5-17-23 DEV. PLANS &amp; DEV. AGR P/UP                      5-23-23 1<sup>st</sup> submittal POST DEV. PLAN, NCDEQ FORM, DEEDS, USGS MAP, WETLAND DELINEATION</p>


LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements. 5-30-23 Operation and Maintenance Agreement rec'd 6-6-23 Sent Zoning Permit Application 6-16-23 Stormwater Report From Alley William Carmen &amp; King 7-5-23 Rec'd water system specs. 8-9-23 Stormwater specs reviewed ready for pickup. 8-10-23 stormwater reviews p/up by courier.</p>
<p>SITE 11-21 GRAY FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec- Architect</p>	<p>716 W. Ryder Ave &amp; Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED TOWNHOMES APARTMENTS</p>	<p>12-22-21 PAYMENT: \$100 SKETCH PLAN REV. 12-28-21 RF to Engineer, email with comments re sketch plan layout. 2-8-22 R. Flowe mtg w/Developer Engineer 5-16-22 DEV. MTG WITH R FLOWE SKTECH PLAT REV. 7-5-22 PAYMENT \$100 FOR 5-16-22 REVIEW 7-15-22 REC'D 2 COPIES OF PRELIMINARY SITE PLAN- Location: floor beside map cage Payment: site plan rev. \$388.25 8-10-22 PL. BD REVWD. PLAN REJECTED. DEV WILL SUBMIT ANOTHER SITE PLAN 10-19-22 rec'd revised plan 11-8-22 OVERVIEW W/PL. BD. 11-16-22 MTG W/FLOWE &amp; MNGR- WILL RE-SUBMIT PLANS NO TRC ON CURRENT PLANS. 12-6-22 REC'D REVISED PLANS. R FLOWE COMMENTED. EMAILED ARCHITECT W/COMMENTS 12-21-22 re-sent email of 12-6-22 to architect/confirmed recpt. 1-3-23 ACTIVE FILE 2-8-23 revised plan sent by email- next step is site dev. Plan rev. 2-28-23 PLAN HARD COPIES REC'D 2-28-23 PAYMENT: \$388.25 site plan rev. 3-2-23 REC'D REVISED SITE PLAN 3-15-23 Revised Site Plan approved- next step-construction plans &amp; review 5-17-23 SC spoke w/Arch. M. SIEMIENIEC- Construction plans to be del today. 5-18-23 per M.Siemieniec. plan del delay 5-24-23 CONSTRUCTION PLANS REC'D</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

<p>#11-21 LANDIS APTS</p>				<p>5-31-23 FEES PAID FOR REVIEW. \$10,266.55                  **Fees include zoning permit application when ready                  **=PLAN REVIEW(RD,PARK/LOAD/DRAINAGE,W/S LINES, STORMWATER, PERMIT APPLICATION)                  6-23 &amp; 28<sup>th</sup> TRC REVIEW OF PLANS- NOTES ADDED- DEV. P/UP THEIR SET OF PLANS W/NOTES                  7-25-23 REC'D 2 SETS OF REVISED CONST PLANS                  7-27-23 R FLOWE REVIEWED PLANS- ISSUED EMAIL TO TECH. REV. COMM. TO REVIEW PLANS IN T.HALL                  8-3-23 Fire Marshal reviewed plans                  8-9-23 Plans ready for p/up, emailed Engineer.</p>
<p> YEAR 2022</p>				
<p>Application #</p>	<p>Name (surveyor &amp;/OR owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status FEES PD</p>
<p><b>SITE DEV 09-22</b>  <u>IRISH CREEK PREL. PLAT LANDIS PORTION PHASE 2&amp;4</u></p>	<p>LENNAR CAROLINAS – LAND DESIGN ENGINEER                  NOTICE OF INTENT FOR NEW DEVELOPER</p>	<p>CANNON FARM RD</p>	<p>430 LOTS- MU-1 &amp; SFR-2 CZ</p>	<p>9-6-22 REC'D PLAT W/\$3,000                  9-13-22 REC'D MASTER PLAN PRELIMINARY PLAT W/\$5,140 AND \$4,580 TOTAL \$12,720                  9-13-22 PLAT OVERVIEW W/PL BD. ✓                  12-6-22 ACTIVE FILE                  3-7-23 NO ACTIVITY                  7-25-23 NOTICE OF NEW DEVELOPER INTENT FROM ATLANTIC AMERICAN PROP.                  9-5-2023 MTG W/PL. DIR. W/NEW DEV.</p>
<p><b>SITE DEV 10-22</b>  <u>OLD BEATTY FORD RD INDUSTRIAL SITE</u></p>	<p>RBEADLE/JACKSON-SHAW- LIPE, MILLS, DEAL PROPERTIES</p>	<p>OLD BEATTY FORD RD INDUSTRIAL SITE</p>	<p><u>ANNEX &amp; ZMA LOTS:</u>                  MAP 140, PARCELS: 003,167, 138, 169 &amp; 170                  11-14-22- BD APPROVED ANNEXATION ZONING: IND                  2-13-23 BD TO CONSIDER ANNEXATION WITH PUB. HEARING ON</p>	<p>9-13-22 REC'VD PAYMENT \$600 ZMA REQ. ANNEX W/ ZMA NOV.8 &amp; 14 2022 MTGS                  11-14-22 BD APPROVED ANNEX &amp; IND ZONING                  12-6-22 ACTIVE SITE- PLANS DEVELOPING                  12-8-22 NCDOT TRAFFIC IMPACT STUDY CHECKLIST REC'D                  12-20-22 2 CHECKS OF \$875 REC'D = \$1,750 FOR:                  1) ZMA W/ANNEX APPL. (APPL. REC'D 12-15-22)                  2) &amp; ZTA (TEXT AMEND.)                  1-3-2023 ACTIVE FILE                  1-09-23 ANNEXATION REQ. TABLED UNTIL FEB                  2-13-23 ZTA APPROVED ANNEX AND MAP AMEND SET FOR MARCH PUB HEARING.                  3-1-23 SITE PLAN REV. W/ DEV &amp; PUB. WORKS                  3-20-23 Annex req. approved by Board with approval of ZMA district IND.                  3-20-23 Pub. Hearing Annexation additional properties, req. IND zoning. BOARD APPROVED</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

			MARCH 20, 2023 -BD APPROVED	3-20-23 BD approved annex- IND. Zoning 4-11-23 Plan revisions received. 4-26-23 Plan review completed with comments. 4-27-23 R Beadle picked up Dev. Copy with comments. 5-25-23 Zoom mtg w/R Flowe 6-13-23 NCDOT scoping documents received 8-2-23 rec'd updated site dev. Plans from Developer 8-2-23 rec'd NCDOT updated TIA scoping docs link
2023	2023	2023	2023	2023
Application #	Name (surveyor & owner)	Job Address	Type/# of lots	Status FEES PD
<b>SITE 01-23 BYRNE PROP KIMBALL RD</b>	<b>SHANNON SPARKS SURVEYOR BYRNE PROP. INC</b>	KIMBALL ROAD MAP 123B 115	<u>TOWNHOMES 9 PROPOSED</u>	2-2-23 SKETCH PLAT REVIEW & CONSULT 2-2-23 PD \$245 SKETCH PLAT REV. & CONSULT 4-13-23 PD \$1085 FOR SITE PLAN REVIEW 4-26-23 Plans Reviewed by RF- approved. TRC & PL BD. (JUNE 21,2023) 6-27-23 owner paid for all tap fees \$45,000 6-29-23 rec'd updated plans 8-1-23 rec'd revised plan 8-8-23 Pl. Bd to review Dev. Agreement for Kimball Landing 9-11-23 BD ALD. Pub. Hearing for Dev. Agreement
<b>SITE 03-23 PINNACLE PARKING LOT SITE PLAN</b>	<b>CESI ENGINEERING JASON MARTINEZ(SITE)</b>	1600 PINNACLE WAY DR.	<u>PARKING LOT EXPANSION</u>	7-12-23 PLANS RECEIVED W/FEE FEES PD \$875 8-1-23 PLAN REVIEW R FLOWE- MEETING RESULTS: NEW PLANS WILL BE SUBMITTED ASAP.
<b>PLANS IN CONSTRUCTION/ REVIEW</b>				
<b>SITE DEV 04-22 RICE RD TOWNHOMES PERMIT ISSUED 12-28-22 FOR SITE DEV.</b>	JOURNEY CAPITAL, LLC ANDREW WALTZ 704-453-2700 <b>RICE RD TOWNHOMES</b>	221 E RICE STREET	<u>TOWNHOMES</u>	12-28-22 issued zoning permit # ZN-22-81 4-18-23 Rec'd 1 new page to plans. 4-26-23 RF review, waiting on stormwater review, still need correct buildings sheet. 5-2-23 STORMWATER REVIEWED

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

	ACTIVE FOR REVIEWS			<p>5-3-23 Emailed screenshot of comments- Waiting on corrected buildings sheet.</p> <p>5-16-23 REC'D 2 COMPLETE SET OF PLANS</p> <p>5-16-23 PLANS APPROVED –DEV. To p/up <b>NEXT STEP:</b></p> <p>PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM</p> <p>5-19-23 PLANS P/UP</p> <p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements</p> <p>6-6-23 Const. Admin Fees Pd: \$1,180.50</p> <p>6-30-23 UPDATED PLANS REVIEWED-APPROVED</p> <p>7-6-23 REC'D MATERIALS LIST</p> <p>REVIEW OF W/S, BLDG ELEVATION</p> <p>FEES PD:</p> <p>PREL PLAT \$450, SKETCH PLAN\$100, UNITS \$100</p> <p>SITE WORK ACTIVE</p>
<p><b>SITE 02-23</b></p> <p><b>CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23</b></p>	<p>William N. West Owner Crete Solutions</p>	<p>220 OLD BEATTY FORD RD</p>	<p><u>CONCRETE PLANT</u></p>	<p>04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS.</p> <p>4-26-23 RF review &amp; staff rev. complete comments on plans</p> <p>4-27-26 Owner/Dev. Bill West p/up set w/comments.</p> <p>5-9-23 Rec'd partial set of plans- advised need complete sets.</p> <p>5-10-23 rec'd 2 complete sets of plans w/revisions</p> <p>5-17-23 R. Flowe to Developer West, plan set – scale is off. West to deliver a new complete plan set to NFocus Office this day. Flowe to review and sign zoning permit application if plans are approved. 5-17-23 Plans rec'd. R. Flowe approved plans for site construction. Zoning Permit #ZN-23-27 issued.</p> <p>Site work active.</p>
<p><b>PLATS COMPLETED</b></p>				
<p><b>EXEMPTION PLAT COMPLETE #03-23</b></p>	<p>CESI</p>	<p>306 E. RIDGE AVE</p>	<p><u>FROM 1 TO 2 LOTS</u></p>	<p>8-29-23 RECORDED IN ROW. CTY- BK9995 PG 10622</p>

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>MINIMUM HOUSING</b>			
HC-20-02	property near intersection of East Ryder Avenue and Coldwater Street	Villas at Landis Development LLC (new owners)	abandoned dilapidated mobile office or classroom structures. Property has transferred now. Development has been approved. Will contact new owners about expected removal schedule.
HC-21-04	314 Town Street	Ruth C Deadmon (Heirs)	occupied dwelling without water, sewer or electric services. Full inspection conducted, hearing to be scheduled soon.
HC-21-05	615 South Main Street	Jose Ivan Perez Perez (11-02-22)	Substandard housing conditions. Property has now been sold three times within the five months. Renovations progressing well. Will continue to monitor.



# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-21-08	317 East Corriher Street	Gail D Jackson	unsafe and unsanitary conditions inside and outside the house. Conducted inspection with warrant. Hearing held with decision she will continue with clean up and I will conduct periodic inspections until compliance is met. Follow up inspection conducted with some progress observed. Will continue periodic inspections and communications.
<b>NUISANCES</b>			
PN-21-01	616 East Mills Drive & adj lot on Turner Street	Billy Roy & Dollie M Poston	various forms of trash, debris and other similar materials, junked/nuisance vehicles. CLOSED 08-12-23.

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-23-02	107 North Meriah Street	James A Hall Jr	various forms of trash, junk, and debris along with multiple junked/nuisance vehicles. Notice issued with deadline of 02-21-23. Owner has taken no action. Spoke to him by phone, with no change in conditions. Second notice issued and returned by Post Office. Now new and differernt complaints coming in. Will follow up and take additional enforcement action as needed.
PN-23-04	210-214 Rankin Road	Mary Theresa Martin	Various forms of trash, debris and similar materials. Met on site with the owner and he has begun abatement actions. Monitoring progress.
PN-23-07	707 South Main Street	Carolyn & Jeff Miller	overgrowth. Notice issued and returned. Abated by owner. CLOSED 07-05-23.
PN-23-08	VL Buford Drive & North Beaver Street	Fernando & Jaqueline Iglesias	overgrowth. Notice issued with no results. Abated by Town, lien documents completed.
PN-23-09	1106 South Highland Ave	Elise Taylor Beaver	overgrowth, trash and debris along with possible junked/nuisance vehicles. Notice issued with deadline of 07-16-23. Will follow up.

**TOWN OF LANDIS**

<b>Case Number</b>	<b>Violation Address</b>	<b>Owner or Occupant</b>	<b>Status or Conditions</b>
PN-23-10	1013 South Highland Ave	Enza & Marc Friedman	overgrowth, trash and debris. Notice issued with deadline of 07-16-23. Will follow up.
PN-23-13	461 Kimball Loop	SFR JV2 NTL Borrower	overgrowth, trash and debris. Notice issued with deadline of 06-25-23. No change and no response from owner. Abated by town, lien documents completed.
PN-23-14	100 North Meriah Street	Ferrell A James	overgrowth. Notice issued and posted on the property. Pending follow up site visit.
PN-23-15	East Ryder @ Coldwater St	Villas at Landis Ddevelopment LLC	overgrowth. Notice issued with no results by owners. Pending abatement by town.
PN-23-16	410 Town Street	Mary Susan Pruitt	boxes, trash and debris. Notice issued pending follow up site visit.
PN-23-17	615 South Main Street	Jose Ivan Perez Perez (11-02-22)	overgrowth. Notice issued pending follow up site visit.
PN-23-18	209 East Ridge Avenue	Bellena LLC	overgrowth. Pending notice.
PN-23-19	211 East Ridge Avenue	Javier Lopez	overgrowth. Pending notice.
<b>ABANDONED-JUNKED-NUISANCE VEHICLES</b>			

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>ZONING</b>			
Z-23-02	303 Buford Drive	Fon Ernest	Fence violation. Notice issued. Have spoken with the owner and advised to cease all work for now. Multiple additional zoning violations were found including failure to obtain permits, setback violations, pool violations, driveway cuts and expansion of a dwelling without permits. Working with Planning Department on follow up notice to include all newly found violations. Pending.
Z-23-03	305 South Main Street	Luis Sanchez (01-11-23)	Operating a used car or similar business without permits and in violation of zoning district standards. Notice issued, met on site with owner who is working on compliance measures. CLOSED 08-12-23
Z-23-05	110 North Upright Street	T D Enterprise Inc (owner) Two Brothers Auto Collision (business)	Operating a business without permits. Notice issued. Violations corrected. CLOSED 09-04-23



# Item Cover Page

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**MEETING TYPE** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Jeneen McMillen, Finance Director

**ITEM TYPE:** Report

**AGENDA SECTION:** Reports

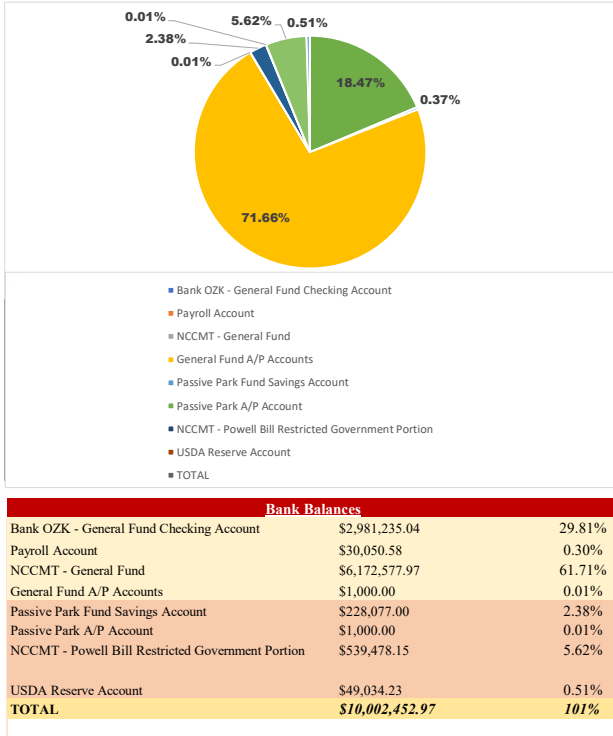
**SUBJECT:** **Financial Dashboard**

**DETAILS:**

**Town of Landis  
FY 23 Monthly Summary  
August 2023**

Section 6, Item 6.2

Operating Budget Revenues	Budgeted FY23-24	August	FY 23-24 YTD	%
Property Tax - Current (Monthly)	\$2,127,862.00	\$0.00	\$0.00	0%
Tax Collection - Prior Years (Monthly)	\$35,000.00	\$0.00	\$0.00	0%
Vehicle Interest	\$1,400.00	\$0.00	\$0.00	0%
Interest and Penalties	\$10,000.00	\$0.00	\$0.00	0%
Property Tax Auto - Current (Monthly)	\$212,977.00	\$0.00	\$0.00	0%
Vehicle Tag Fee	\$63,000.00	\$0.00	\$0.00	0%
Building Rental Fees	\$7,200.00	\$575.00	\$575.00	8%
Sponsorships	\$1,500.00	\$0.00	\$0.00	0%
Interest on Investments	\$57,000.00	\$0.00	\$0.00	0%
Police Fees	\$780.00	\$150.00	\$150.00	19%
First Responder	\$1,320.00	\$110.00	\$110.00	8%
Excise Tax on Piped Gas	\$10,500.00	\$0.00	\$0.00	0%
Franchise Tax on Electric PO	\$273,000.00	\$0.00	\$0.00	0%
Sales Tax on Telecommunications	\$10,500.00	\$0.00	\$0.00	0%
Sales Tax on Video Programming	\$9,100.00	\$0.00	\$0.00	0%
Local Government Sales and Use Tax	\$990,000.00	\$0.00	\$0.00	0%
Powell Bill Revenues	\$117,500.00	\$0.00	\$0.00	0%
Interest on Investments - Powell Bill	\$14,000.00	\$0.00	\$0.00	0%
ABC Board Revenue	\$14,000.00	\$0.00	\$0.00	0%
Court Cost Revenue	\$400.00	\$31.50	\$31.50	8%
Planning/Zoning Fees	\$50,000.00	\$645.00	\$645.00	1%
Garbage Collection Fees	\$305,000.00	\$26,091.50	\$26,091.50	9%
Resource Officer Reimburse	\$175,000.00	\$0.00	\$0.00	0%
EMS Utility Reimbursement	\$7,500.00	\$600.00	\$600.00	8%
ABC Profits	\$14,000.00	\$0.00	\$0.00	0%
Solid Waste Disposal Tax	\$1,800.00	\$0.00	\$0.00	0%
East Landis - Property Tax	\$25,000.00	\$0.00	\$0.00	0%
East Landis - Tax Prior Years	\$200.00	\$0.00	\$0.00	0%
East Landis Penalties and Interest	\$2,000.00	\$0.00	\$0.00	0%
East Landis - Motor Vehicles	\$3,500.00	\$0.00	\$0.00	0%
Sale of Fixed & Surplus Assets	\$11,500.00	\$0.00	\$0.00	0%
Fund Balance Appropriated	\$572,375.00	\$0.00	\$0.00	0%
Water Service	\$1,100,000.00	\$102,746.81	\$102,746.81	9%
Interest on Investments - Water Service	\$28,000.00	\$0.00	\$0.00	0%
Misc Income (Retained Earnings Appropriated)	\$166,181.00	\$0.00	\$0.00	0%
Water Tap Fees	\$48,000.00	\$7,500.00	\$7,500.00	16%
Gain/Loss on Processing - Water	\$0.00	\$0.00	\$0.00	0%
Storm Water Fees	\$115,000.00	\$9,700.00	\$9,700.00	8%
Interest on Investments - Storm Water	\$1,200.00	\$0.00	\$0.00	0%
Gain/Loss on Processing - Storm Water	\$0.00	\$0.00	\$0.00	--
Construction Services	\$3,000.00	\$0.00	\$0.00	0%
Electricity Fees	\$5,900,000.00	\$556,252.79	\$556,252.79	9%
Penalties - Electric	\$70,000.00	\$7,137.88	\$7,137.88	10%
Reconnect Fees	\$65,000.00	-\$75.00	-\$75.00	0%
Meter Tampering Fees	\$0.00	\$600.00	\$600.00	--
Pole Attachments	\$8,000.00	\$0.00	\$0.00	0%
Recovery of Bad Debts	\$0.00	\$0.00	\$0.00	--
Interest on Investments - Electric	\$20,000.00	\$0.00	\$0.00	0%
Miscellaneous Income	\$1,500.00	\$0.00	\$0.00	0%
Payment Return Fees	\$2,000.00	\$270.00	\$270.00	14%
Debt Set-Off	\$1,500.00	\$0.00	\$0.00	0%
Sales Tax Refund	\$50,000.00	\$0.00	\$0.00	0%
Sewer Service Fees	\$993,000.00	\$87,300.23	\$87,300.23	9%
Tap Fees - Sewer	\$30,000.00	\$7,968.00	\$7,968.00	27%
Parks and Rec Revenue	\$128,100.00	\$19,872.75	\$64,164.35	50%
Administrative Service Charges	\$725,331.00	\$0.00	\$0.00	0%
<b>Total Revenues</b>	<b>\$14,580,726.00</b>	<b>\$827,476.46</b>	<b>\$871,768.06</b>	<b>6%</b>



Operating Budget Expenditures	Budgeted FY23-24	August	FY 23-24 YTD	%
Administration	\$1,677,329.00	\$19,643.53	\$82,797.93	5%
Police Department	\$1,417,717.00	\$10,019.37	\$70,636.54	5%
Fire Department	\$920,560.00	\$4,317.13	\$27,104.92	3%
Streets Department	\$995,140.00	\$5,535.65	\$22,680.41	2%
Sanitation Department	\$428,500.00	\$21,151.04	\$21,151.04	5%
Parks and Recreation	\$479,073.00	\$8,873.67	\$20,070.61	4%
Electric Department	\$6,287,181.00	\$407,034.22	\$435,907.60	7%
Water Department	\$882,000.00	\$15,349.29	\$19,164.75	2%
Sewer Department	\$1,018,000.00	\$37,781.09	\$41,249.46	4%
Storm Water Department	\$116,200.00	\$266.94	\$1,435.70	1%
Debt Service - Municipal Loan/Copiers	\$60,025.00	\$0.00	\$0.00	0%
Debt Service - USDA Bonds/Sewer Equip / Srf	\$299,000.00	\$0.00	\$0.00	0%
<b>Total Expenditures</b>	<b>\$14,580,725.00</b>	<b>\$529,971.93</b>	<b>\$742,198.96</b>	<b>5%</b>
<b>Capital Improvement Plan Budgets</b>				
<i>Year-To-Date Capital Expenditures</i>				
Expenditures	\$0.00	\$0.00	\$0.00	100%
<b>Total Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100%</b>
<b>Passive Park Fund</b>				
<i>Year-To-Date Passive Park Fund</i>				
Total Revenues	\$286,742.03	\$0.00	\$57,742.16	20%
<b>Remaining Balance</b>			<b>\$228,999.87</b>	
Passive Park Buyout / Trans to Gen Fund		\$0.00		100%
Facility Improvements		\$0.00		100%
Professional Fees		\$0.00		100%
<b>Total Expenditures</b>	<b>\$57,742.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100%</b>



# Item Cover Page

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**MEETING TYPE** Board of Alderman

**DATE:** September 11, 2023

**SUBMITTED BY:** Michael D. Ambrose, Town Manager

**ITEM TYPE:** Report

**AGENDA SECTION:** Reports

**SUBJECT:** **Managers Report**

**DETAILS:**



## Town Manager Report

Month of September 2023

We have completed the eighth month of the calendar year. I want to continue giving an overview as part of my manager report.

1. I have been working with Staff diligently to get the debris clean up underway this month. We worked with and had great support from the Rowan County Emergency Management, and NC State Emergency Management. The debris should be picked up by Friday September 8, 2023.
2. The Landis Pool wrapped up its final month of summer. I appreciate everyone who came out to the Pool Party on Labor Day. We had a great turnout for the event.
3. The Generator Project is underway at Town Hall, and we have our back parking lot together, and are looking forward to getting the generator installed in the coming months.
4. Angie Sands has been selected as our new Deputy Clerk/Utility Billing Administrator. She lives in Mooresville, NC, and has over 20 years of experience with cash handling, and administrative support.
5. Disconnect Day will be the third Wednesday of each month.
6. We had a great turn out for our Final Cruise-In which was held on Friday, September 1, 2023. I appreciate everyone who came out to be part of that event.
7. Mayor Smith and I had the opportunity to meet with Representative Crutchfield and discuss some of our Stormwater and Water/Sewer challenges. Representative Crutchfield has agreed to have a follow-up meeting with us to assist in securing State and Federal funding for our various projects.
8. North Carolina Municipal Power Agency Number 1 (NCMPA1) and Central Electric Power Cooperative, Inc. reached a Purchase Power Agreement enabling Central to purchase nuclear capacity and energy associated with a portion of NCMPA1's ownership interest in the Catawba Nuclear Station. Since all 19 Municipalities Council's voted for the sale, this agreement diversified NCMPA1's energy resource portfolio and provided wholesale electric rate savings to NCMPA1's 19 member communities. Electricities analysis shows 5% savings in wholesale power supply costs over the term of the contract for approximately \$254 million in net present value total savings to those communities. The term of the deal is the life of the Catawba Nuclear Station which is currently licensed through 2043. Completion of the agreement was subject to an approval by our Board of Aldermen, which was approved on August 24, 2023. The Electricities Board of Directors and NCMPA1 Board of Commissioners have already approved the deal. Should all conditions be met, the sale would be effective January 1, 2024.

Please stop by my office or contact me directly if you have any issues or concerns.

Thank you,

*Michael D. Ambrose*

Michael D. Ambrose



# 2023 OCTOBER

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 Board of Aldermen Work Session Meeting: 5:30PM	6	7
8	9 Board of Aldermen Regular Scheduled Meeting: 6:00PM	10 Planning Board Meeting: 6:00PM	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Community Blood Drive	27	28 Fall Festival & Trunk or Treat 2-6
29	30	31				

NOTE

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