



BOARD OF ALDERMEN

Monday, June 19, 2023 at 6:00 PM
Landis Board Room

AGENDA

PLEASE SILENCE ALL CELL PHONES

1. INTRODUCTION:

- 1.1 Call Meeting to Order
- 1.2 Welcome
- 1.3 Moment of Silence and Pledge of Allegiance
- 1.4 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 Work Session Meeting Minutes from May 4, 2023, and of the Regular Town Board Meeting Minutes from May 8, 2023
- [2.2](#) Consider Approval of the Fiscal Year 2024 Board of Aldermen Regular Scheduled Meeting List and Work Session Meeting List
- [2.3](#) Consider Approval of the Amended Employee Group Health Policy

3. PUBLIC HEARINGS:

- [3.1](#) Consider Approval of the FY24 Proposed Budget

4. PRESENTATIONS:

- [4.1](#) Swearing In of Town Manager Michael Ambrose
- [4.2](#) Swearing In of Interim Finance Officer Jeneen McMillen
- [4.3](#) Swearing In of Deputy Town Clerk Haley Graham

5. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

- 5.1 Citizens' Comments

6. CONSIDERATIONS:

- [6.1](#) Consider Approval of Reducing the Bane Trailer Reserve from \$5,000 to \$2,000
- [6.2](#) Consider approving the new Electrical Rates provided by Electricities Cost of Service Study.
- [6.3](#) Consider Approval for the Southeastern Consulting Contract for all Current and Future Electrical Infrastructure Needs.
- [6.4](#) Consider Approval of Surplusing the Parks and Recreation 2001 Ford F-150 Maintenance Vehicle on Gov Deals in the Amount of \$1,000
- [6.5](#) Consider Approval of Surplusing the Police 2010 Dodge Charger on Gov Deals in the Amount of \$5,000

7. REPORTS:

- [7.1](#) Departmental Reports (Included in the Board packet)
- [7.2](#) Financial Report (Included in the Board packet)
- [7.3](#) Town Manager Report (Included in the Board packet)|

8. UPCOMING EVENTS:

- [8.1](#) June 21, 2023 : 6:00 PM : Planning Board Meeting : At Landis Board Room
- June 23, 2023 : 6:00 PM : Employee Picnic
- Tuesday's (May-September) : 4-7 PM : Farmer's & Craft Market : N. Central Ave.
- July 7, 2023 : 5-9 PM : Cruise-In featuring The Nostalgia Band : Central Ave.

9. CLOSING:

9.1 Board Comments

9.2 Motion to Adjourn



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Action Item

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Work Session Meeting Minutes from May 4, 2023, and of Regular Town Board Meeting Minutes from May 8, 2023.**

SUGGESTED ACTION: **MOTION TO APPROVE CONSENT AGENDA AS PRESENTED.**



BOARD OF ALDERMEN WORK SESSION

Thursday, May 04, 2023 at 5:30 PM

Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

Present: Mayor Meredith Bare Smith, Alderman Darrell Overcash, Alderwoman Katie Sells

Absent: Mayor Pro-Tem Ashley Stewart, Alderman Tony Corriher

Staff Present: Interim Town Manager Michael Ambrose, Human Resources Director/Town Clerk Madison Stegall, Town Attorney Rick Locklear

1. INTRODUCTION:

1.1 Call Meeting to Order

Mayor Smith called the meeting to order at 5:32 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 Darrell Overcash, seconded by Katie Sells

Motion Passed: 2-0

Voting For: Darrell Overcash, Katie Sells

2. CONSIDERATIONS:

2.1 Consideration of Discussion of the Agenda Packet for May 8, 2023, Regular Scheduled Meeting in Order to Provide Opportunities for Board Members to Study Issues, Gather and Analyze Information, and Clarify Direction for Staff.

4/8/23 Agenda Items Discussed: (The Agenda for 4/8/2023 was discussed sequentially, only items that were deliberated will be mentioned below.)

4.1 Consider Wholesale Sewer Sales Agreement Between City of Kannapolis and Town of Landis

Interim Town Manager Ambrose introduced the Board to Wilmer Melton, Assistant City Manager of Kannapolis, and to Alex Anderson, Director of Water Resources of Kannapolis.

Mr. Melton explained the details of the Interlocal Agreement and expressed that the Agreement would only accept sewer from the existing Irish Creek Subdivision and will be sufficiently allocated for the full buildout of the existing 70 lots. Mr. Melton also explained that Landis would be responsible for payment of the WSACC system development fees, and suggested we follow the Kannapolis model of requiring the builders to pay this fee.

4.2 Consider Approval of Relocation of the Town Hall Generator/Budget Amendment #23 – ARPA Project 11

Interim Town Manager Ambrose explained to the Board that the Town has not yet received a quote from Dominion Energy to know how much it would cost to hook up the generator to their gas meter. Mr. Ambrose communicated that he would send that information to the Board as soon as he received it.

7.1 Consider Moving ARPA Funds to the General Fund

Interim Town Manager Ambrose explained to the Board that the Town of Landis currently has \$549,374.74 remaining in the American Rescue Plan Act Fund. The Town has been encouraged by the North Carolina League of Municipalities to move all funds to the General Fund under “Administration Salaries” line item, and then move the same amount of funds from the “Administration Salaries” line item to a General Fund “ARPA” line item. This will ease the federal reporting for Town Staff and relieve the Mayor and Board of Alderman of the strict federal deadlines of December 31, 2024, for allocation of funds, and December 31, 2026, for expending of all funds. The ordinance being proposed to the Mayor and Board of Alderman, will still require Town Staff to have the approval from the Board of Alderman to expend ANY funds from the “General ARP Fund” line item.

7.2 Consider Approval for Hosting OneBlood Blood Drive June 15th for Employees and Citizens and Consider Employee Incentive of 4-Vacation Hours to Donate Blood.

Interim Town Manager Ambrose explained to the Board that OneBlood of the Carolinas has reached out in hopes to participate in another blood drive with the Town of Landis since the previous one on June 14th, 2022, was so successful. Oneblood will bring their mobile blood donation bus so that donors can donate on-site, in the bus, while they are here. The plan is to have the bus park at Town Hall. Any Town employee, working or not, is invited and encouraged to donate. Respective scheduling can be arranged to ensure coverage within departments to allow all employees to take advantage of this potentially lifesaving donation. This event will also be open to the public and will be advertised locally on social media to encourage participation. Oneblood will give each donor a \$20 e-gift card and a water bottle after donation. Additionally, staff would like to offer an incentive of 4-vacation hours to those that donate as previously done for the 2022 blood drive.

7.3 Consider Planning Board Nominations

Mayor Smith explained to the Board that there was 1 seat open on the Planning Board, and as of this meeting, Planning Board Chairman Ryan Nelms only had successful contact with Roxanne Barnes. Alderman Overcash expressed that Debra Cox was interested in becoming a member of the Planning Board. Mayor Smith inquired about how the Board wanted to proceed with voting on a Planning Board member since there are no longer alternate seats for the Planning Board and they would only need to select 1 person. Alderwoman Sells suggests that the Board vote on each individual.

7.4 Consider Adding D.C. Frances Linn Park to Wayfinding Signs and Consider Changing the Location of the Farmers Market to North Central Avenue.

Interim Town Manager Ambrose explained to the Board that the changing of the farmers market to North Central Avenue would in hopes bring more visibility and draw more people into this space. Additionally, when the D.C. Frances Linn Park is complete, the farmers market will be inside the park. Mayor Smith added that the Wayfinding signs would also need to be updated to reflect this change.

7.5 Consider Approval of Accepting the Parkdale Mills Parking Lot Adjacent to Town Hall as a Donation.

Mayor Smith and Interim Town Manager Ambrose contacted Parkdale Mills about the future for the parking lot adjacent to Town Hall. Parkdale Mills parking lot sits on two parcels adjacent to Town Hall (Tax Map#106 186 and 106 087). Parkdale Mills Corporate Team graciously advised us they would donate the parking lot to the Town with a \$300,000 dollar valuation. The Town will be responsible for the surveying of the land, and any appraisals needed. The Town Attorney advised staff the valuation of the property could be lifted to \$300,000 dollars, if approved by the Mayor and Board of Alderman.

7.6 Consider Approval of Reclassifying Town Clerk Position to Utility Billing Attendant/Deputy Town Clerk

Interim Town Manager Ambrose explained to the Board that The Town is in need of a Utility Billing Attendant to help with the daily responsibilities in Utility Services. Mr. Ambrose recommended the Board to reclassify the Town Clerk position to fill these needs. Mr. Ambrose further explained that Madison Stegall was appointed to the position of HR Officer/Town Clerk and that this would be a reclassification of her old position. This position will be responsible for utility billing services and be responsible for the Planning Board/Board of Adjustments meetings, records, and minutes. Staff recommend changing this position to pay class 14 (minimum: \$37,505 - maximum: \$56,258) with a starting wage of the minimum.

7.7 Consider Approval of Purchasing Spare Sewer Pumps to Ensure Compliance with State Regulations.

Interim Manager Ambrose explained to the Board that this \$15,000 is already in our budget and no budget amendment is needed, but there was no arrangement in the budget to be able to purchase these pumps without Board approval. These pumps will ensure we are in regulation with the state of NC, and we currently do not have any spares in the event something was to happen. Mr. Ambrose explains that if this purchase is approved during the Boards Regular Scheduled meeting, the Town would be able to acquire them within 2 weeks.

Interim Town Manager Ambrose expressed to the Board that Gasboy is now up and running, and they will receive their 1st full month report in June.

Mayor Smith asks for clarification on some of the Code Enforcement projects, and Interim Manager Ambrose assured the Board he was meeting with Mr. Ganus to discuss this concern.

Interim Town Manager Ambrose also explained that this month was the initial transition into using the new Clerk software Civicplus.

3. CLOSING:

3.1 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING AT 5:58 PM.

Moved by Darrell Overcash, seconded by Katie Sells

Motion Passed: 2-0

Voting For: Darrell Overcash, Katie Sells

Respectfully Submitted,

Madison T. Stegall, Town Clerk



BOARD OF ALDERMEN

Monday, May 08, 2023 at 6:00 PM
Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

Staff Present: Interim Town Manager Michael Ambrose, Human Resources Director/Town Clerk Madison Stegall, 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.

Moved By: Ashley Stewart, Seconded By: Darrell Overcash

Motion Passed: 4-0

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

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.

2.1 Consider Approval of Regular Town Board Meeting Minutes from April 17, 2023.

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, Katie Sells, Tony Corriher

3. PRESENTATIONS:

3.1 Swearing In of Interim Town Manager - Michael Ambrose

Mayor Smith presented Michael Ambrose with his Oath of Office and formally swore him into the position of Interim Town Manager.

3.2 Swearing In of Human Resources Officer/Town Clerk - Madison Stegall

Mayor Smith presented Madison Stegall with her Oath of Office, and formally swore her into the position of Human Resources Officer/Town Clerk.

4. OLD BUSINESS:

4.1 Consider Wholesale Sewer Sales Agreement Between City of Kannapolis and Town of Landis

Interim Town Manager Ambrose reminded the Board of the 5/4/23 Work Session meeting that Wilmer Melton, Assistant City Manager of Kannapolis, came and spoke to the Board about this interlocal agreement. Ambrose continues to explain that the agreement is for 10 years, and the WSACC charges will be added into the tap fees with a rate of around \$2,000 per lot.

ACTION: A MOTION WAS MADE TO ADOPT THE INTERLOCAL WHOLESALE SEWER SALES AGREEMENT BETWEEN THE CITY OF KANNAPOLIS AND THE TOWN OF LANDIS AS WRITTEN.

Moved By: Darrell Overcash, Seconded By, Ashley Stewart

Motion Passed: 4-0

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

4.2 Consider Approval of Relocation of the Town Hall Generator/Budget Amendment #23 – ARPA Project 11

Interim Town Manager Ambrose expressed to the Board that the Town Hall Generator Bid was approved by the Board at the January 9, 2023, meeting. A budget amendment was presented at the February 13, 2023, meeting and was subsequently approved (Budget Amendment# 16 / ARPA Project #11). During the kickoff meeting, it was determined that the location of the Generator would conflict with the drop box for payments to the Town. It has been requested that the contractor look at a location in the back of the parking lot, which would result in some additional costs. A budget amendment would be needed to cover these costs in the amount of \$17,811 using American Rescue Plan (ARP) Grant funds.

No further discussion.

ACTION: A MOTION WAS MADE TO APPROVE THE RELOCATION OF THE TOWN HALL GENERATOR ALONG WITH THE ADOPTION OF BUDGET AMENDMENT #23 – ARPA PROJECT 11.

Moved By: Ashley Stewart, Seconded By, Katie Sells
Motion Tied: 2-2
Voting For: Ashley Stewart, Katie Sells
Voting Against: Darrell Overcash, Tony Corriher
Mayor Smith Breaks Tie With A Vote Of Yes.
Motion Passed: 3-2

5. CLOSED SESSION:

5.1 Consider Motion to Go Into Closed Session to Discuss Personnel Matters, Legal Matters, and to Consult with Town Attorney Pursuant to N.C G.S. 143-318.11(a)(3)(6).

ACTION: A MOTION WAS MADE TO ENTER CLOSED SESSION TO DISCUSS PERSONNEL MATTERS, LEGAL MATTERS, AND TO CONSULT WITH TOWN ATTORNEY PURSUANT TO N.C G.S. 143-318.11(A)(3)(6).

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

ACTION: A MOTION WAS MADE TO EXIT THE CLOSED SESSION MEETING.

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

ACTION: A MOTION WAS MADE TO AMEND TONIGHT’S AGENDA AND ADD THE TRUHOMES AGREEMENT AS ITEM 7.8.

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

6. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

6.1 Citizens' Comments

No comments

7. CONSIDERATIONS:**7.1 Consider Moving ARPA Funds to the General Fund**

Interim Town Manager Ambrose explained to the Board that the Town of Landis currently has \$549,374.74 remaining in the American Rescue Plan Act Fund. The Town has been encouraged by the North Carolina League of Municipalities to move all funds to the General Fund under "Administration Salaries" line item, and then move the same amount of funds from the "Administration Salaries" line item to a General Fund "ARPA" line item. This will ease the federal reporting for Town Staff and relieve the Mayor and Board of Alderman of the strict federal deadlines of December 31, 2024, for allocation of funds, and December 31, 2026, for expending of all funds. The ordinance being proposed to the Mayor and Board of Alderman, will still require Town Staff to have the approval from the Board of Alderman to expend ANY funds from the "General ARP Fund" line item.

ACTION: A MOTION WAS MADE TO APPROVE MOVING ARPA FUNDS INTO THE GENERAL FUND AND THE ADOPTION OF ORDINANCE #2023-05-08 AND BUDGET AMENDMENT #25.

Moved By: Ashley Stewart, Seconded By: Tony Corriher

Motion Passed: 4-0

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

7.2 Consider Approval for Hosting OneBlood Blood Drive June 15th for Employees and Citizens and Consider Employee Incentive of 4-Vacation Hours to Donate Blood.

Interim Town Manager Ambrose explained to the Board that OneBlood of the Carolinas has reached out in hopes to participate in another blood drive with the Town of Landis since the previous one on June 14th, 2022, was so successful. Oneblood will bring their mobile blood donation bus so that donors can donate on-site, in the bus, while they are here. The plan is to have the bus park at Town Hall. Any Town employee, working or not, is invited and encouraged to donate. Respective scheduling can be arranged to ensure coverage within departments to allow all employees to take advantage of this potentially lifesaving donation. This event will also be open to the public and will be advertised locally on social media to encourage participation. Oneblood will give each donor a \$20 e-gift card and a water bottle after donation. Additionally, staff would like to offer an incentive of 4-vacation hours to those that donate as previously done for the 2022 blood drive.

ACTION: A MOTION WAS MADE TO APPROVE HOSTING ONEBLOOD BLOOD DRIVE ON JUNE 15, 2023, FOR EMPLOYEES AND CITIZENS AND TO APPROVE THE EMPLOYEE INCENTIVE OF 4-VACTION HOURS FOR DONATING.

Moved By: Tony Corriher, Seconded By: Ashley Stewart

Motion Passed: 4-0

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

7.3 Consider Planning Board Nominations

Mayor Smith invited Planning Board Chairman, Ryan Nelms, to the podium to answer any questions. Alderman Darrell Overcash expressed that Debra Cox had not received any calls, and Mr. Nelms ensured the Board that he left a voicemail for her to return his call. Mr. Nelms further explained that he has only received interest from Roxanne Barnes at this time.

Mayor Smith made a recommendation to appoint Roxanne Barnes to the Planning Board.

ACTION: A MOTION WAS MADE TO APPOINT ROXANNE BARNES AS A MEMBER TO THE PLANNING BOARD.

Moved By: Ashley Stewart, Seconded By: Tony Corriher

Motion Passed: 4-0

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

7.4 Consider Adding D.C. Frances Linn Park to Wayfinding Signs and Consider Changing the Location of the Farmers Market to North Central Avenue.

ACTION: A MOTION WAS MADE TO ADD D.C. FRANCES LINN PARK TO THE WAYFINDING SIGNS.

Moved By: Darrell Overcash, Seconded By: Ashley Stewart

Motion Passed: 4-0

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

ACTION: A MOTION WAS MADE TO APPROVE THE NEW LOCATION OF THE FARMERS MARKET TO NORTH CENTRAL AVE.

Moved By: Tony Corriher, Seconded By: Ashley Stewart

Motion Passed: 4-0

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

7.5 Consider Approval of Accepting the Parkdale Mills Parking Lot Adjacent to Town Hall as a Donation.

Mayor Smith and Interim Town Manager Ambrose contacted Parkdale Mills about the future for the parking lot adjacent to Town Hall. Parkdale Mills parking lot sits on two parcels adjacent to Town Hall (Tax Map#106 186 and 106 087). Parkdale Mills Corporate Team graciously advised us they would donate the parking lot to the Town with a \$300,000 dollar valuation. The Town will be responsible for the surveying of the land, and any appraisals needed. The Town Attorney advised staff the valuation of the property could be lifted to \$300,000 dollars, if approved by the Mayor and Board of Alderman.

ACTION: A MOTION WAS MADE TO AUTHORIZE INTERIM TOWN MANAGER AMBROSE TO ACCEPT THE PARKDALE MILLS PARKING LOTS AS A DONATION AND AUTHORIZE THE VALUATION OF THE PROPERTY TO BE \$300,000.

Moved By: Tony Corriher, Seconded By: Ashley Stewart

Motion Passed: 4-0

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

7.6 Consider Approval of Reclassifying Town Clerk Position to Utility Billing Attendant/Deputy Town Clerk

Interim Town Manager Ambrose explained to the Board that The Town is in need of a Utility Billing Attendant to help with the daily responsibilities in Utility Services. Mr. Ambrose recommended the Board to reclassify the Town Clerk position to fill these needs. This position will be responsible for utility billing services and be responsible for the Planning Board/Board of Adjustments meetings, records, and minutes. Staff recommend changing this position to pay class 14 (minimum: \$37,505 - maximum: \$56,258) with a starting wage of the minimum.

ACTION: A MOTION WAS MADE TO APPROVE THE RECLASSIFICATION OF THE TOWN CLERK POSITION TO UTILITY BILLING ATTENDANT/DEPUTY TOWN CLERK.

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

7.7 Consider Approval of Purchasing Spare Sewer Pumps to Ensure Compliance with State Regulations.

Interim Town Manager Ambrose expressed to the Board that the Town is seeking to purchase a Tencarva 15HP Sewer Pump, and a Tencarva 5HP Sewer Pump to have as spare pumps. The Town currently has all our 15HP and 5HP pumps in operation, and the Town is required to have spare pumps on hand, per state regulations. This action will not require a budget amendment as funds are already in the budget to cover the expenditures.

ACTION: A MOTION WAS MADE TO AUTHORIZE INTERIM TOWN MANAGER AMBROSE TO PURCHASE 2 TENCARVA PUMPS IN THE AMOUNT OF \$15,785.71.

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

7.8 Consider Approval of True Homes Agreement and Resolution of the Towns Acceptance of Ownership and Maintenance of Infrastructure in the Oaks of Landis Subdivision.

ADDED

ACTION: A MOTION WAS MADE TO APPROVE THE TRUE HOMES AGREEMENT AND TO ADOPT THE RESOLUTION AS WRITTEN.

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

8. REPORTS:

- 8.1 Departmental Reports (Included in the Board packet)**
- 8.2 Financial Report (Included in the Board packet)**
- 8.3 Town Manager Report (Included in the Board packet)**
- 8.4 Strategic Plan Final Report (Included in the Board packet)**

9. UPCOMING EVENTS:

- 9.1 Consider Upcoming Events**

10. CLOSING:

10.1 Board Comments

No comments.

10.2 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, Katie Sells, Tony Corriher

Respectfully Submitted,

Madison T. Stegall, Town Clerk



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Madison Stegall, HR Officer/Town Clerk

ITEM TYPE: Action Item

AGENDA SECTION: Consent Agenda

SUBJECT: Consider Approval of the Fiscal Year 2024 Board of Aldermen
Regular Scheduled Meeting List and Work Session Meeting List

SUGGESTED ACTION: **MOTION TO APPROVE CONSENT AGENDA AS PRESENTED.**



Fiscal Year 2024 Board of Aldermen Meeting Schedule

Meeting Month	Work Session Meeting Dates	Regular Scheduled Meeting Dates
July	7/6/23	7/10/23
August	8/10/23	8/14/23
September	9/7/23	9/11/23
October	10/5/23	10/9/23
November	11/9/23	11/13/23
December	12/7/23	12/11/23
January	1/4/24	1/8/24
February	2/8/24	2/12/24
March	3/7/24	3/11/24
April	4/4/24	4/8/24
May	5/9/24	5/13/24
June	6/6/24	6/10/24



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Madison Stegall, HR Officer/Town Clerk

ITEM TYPE: Action Item

AGENDA SECTION: Consent Agenda

SUBJECT: Consider Approval of the Amended Employee Group Health Policy.

SUGGESTED ACTION: **MOTION TO APPROVE CONSENT AGENDA AS PRESENTED.**



Personnel Policy

Employee Benefits

Employee Group Health

Article VI Section 2

AMENDMENT DATE(S): 2/19/2023

Employee Group Health

The Town provides group health insurance programs for full-time employees and their families as specified under the terms of the group insurance contract. The Town will comply with the Affordable Care Act by providing health insurance for all employees expected to work 30 or more hours per week for three or more months.

The Town pays the entire cost of health insurance for full-time employees. These employees may, if they so desire, purchase available group health, dental and/or vision coverage through the Town for qualified dependents within the stipulations of the insurance contract. Employees will pay the remaining cost of dependent coverage.

During Fiscal Year 2024, employees will have four separate Blue Cross Blue Shield Medical Plans to elect from. Those plans are as follows: Blue Option PPO Buy-Up for \$776.97, Blue Option PPO Base-Plan for \$730.30, Blue High Performance Network Plan Buy-Up for \$660.28, and Blue High Performance Network Plan Base-Plan for \$598.61. The Town will contribute \$730.30 for each employee’s medical plan enrollment. If employees have a remaining balance from the allotted \$730.30, it may be used to help cover any dependents enrolled. If employees elect one of the Blue High Performance Network Plans, and no dependents are being covered, the Town will only provide the necessary amount needed for coverage up to \$730.30.

Information concerning cost and benefits shall be available to all employees from the Human Resources Office.



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

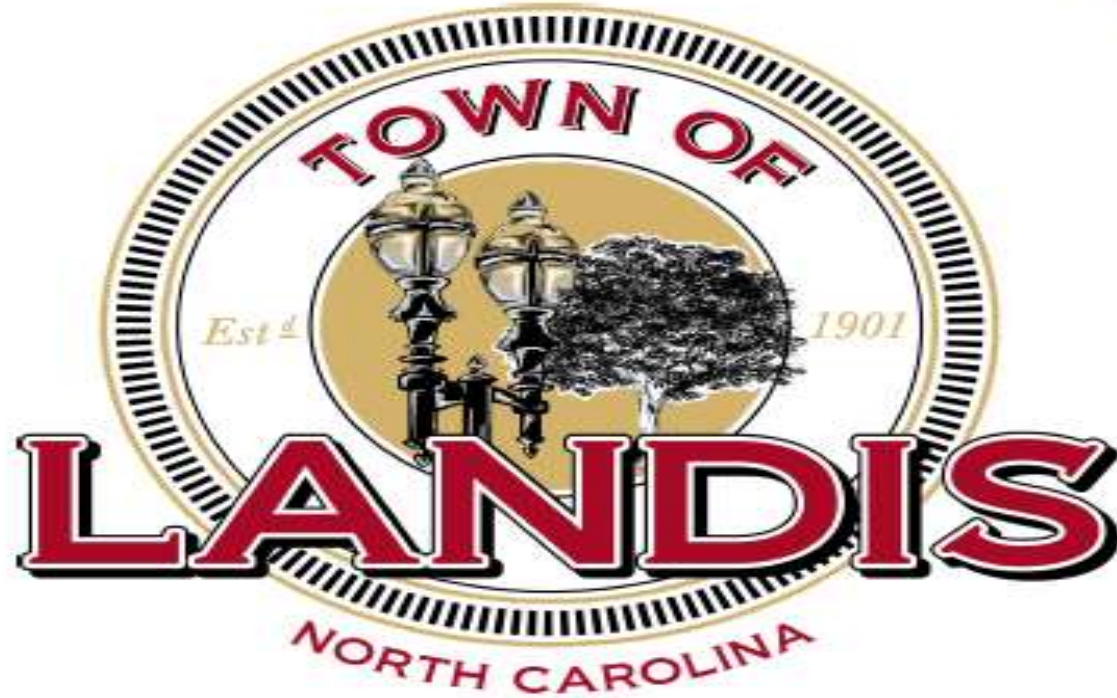
SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Action Item

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Approval of the FY24 Proposed Budget**

SUGGESTED ACTION: **MOTION TO APPROVE THE FY24 PROPOSED BUDGET**



ANNUAL OPERATING BUDGET

Fiscal Year July 1, 2023 – June 30, 2024

Revenue Neutral Rate

Neutral Property Tax Increase (Decrease)

Town of Landis, NC

Note: The top part of this worksheet is used as working papers to make it easier for you (counties and municipalities) to calculate amounts that should be used in the actual budget ordinance.

Revaluations as of:

1-Jan-23

Fiscal year	Assessed Valuation as of June 30	Annexation (Deannexation)	Total Adjusted for Annexation or Deannexation	Valuation Increase (Decrease)	Percentage change
2022-2023	289,353,951	-	289,353,951	5,118,864	1.80%
2021-2022	284,235,087	-	284,235,087	6,001,496	2.16%
2020-2021	278,233,590	-	278,233,590		
					38.00%
					Average growth % Doesn't include revaluation increase (decrease)
<hr/>					
Last year prior to revaluation			Tax rate Estimated tax levy		
2022-2023	289,353,951		0.5300	1,533,576	
First year of revaluation			Tax rate to produce equivalent levy		
2023-2024	434,257,473		0.3531	1,533,576	
Increase (decrease) tax rate for average growth rate			rate, to be included in budget ordinance,		
2023-2024	434,257,473		0.4873	2,116,335	
				Increase (Decrease) in Tax Levy	582,759
				Average Percentage Increase (Decrease)	38.00%

38.00% Average growth %
Doesn't include
revaluation increase
(decrease)

	Tax rate	Estimated tax levy
	0.5300	1,533,576
Tax rate to produce equivalent levy	0.3531	1,533,576
rate, to be included in budget ordinance,	0.4873	2,116,335
Increase (Decrease) in Tax Levy		582,759
Average Percentage Increase (Decrease)		38.00%

FY 2023-2024 Revenue Estimates
as of
4/13/2023

2022
107
Town of
Landis

2023
107
Town of
Landis

Commercial	24,102,597.00	29,140,748.00
Industrial	17,833,048.00	19,518,561.00
Partial Ex	0.00	0.00
0.95 PP	24,097,000.00	22,892,150.00
Real	229,968,427.00	376,037,797.00
0.95 Estimated Utility Value	4,814,607.00	4,573,876.65
Estimated Total	300,815,679.00	452,163,132.65
0.02 Less: further exemptions/adjustments	-	9,043,262.65
** Total Value:	300,815,679.00	443,119,870.00
98.00% Adjusted by 22-23 Collection Rate	98.00%	98.00%
*** Total Value:	294,799,365.42	434,257,472.60
** Budget Revenue using 2020 tax rate	0.005300	0.004900
** Estimated Revenue	1,562,436.64	2,127,861.62
*** RMV Value VT S Report	41,004,339.62	39,979,231.13
*** Total Estimated Values	335,803,705.04	474,236,703.73
0.98 RMV Estimated Revenue VT S Report	217,323.00	212,976.54
Total Estimated Revenue	1,779,759.64	2,340,838.16

Note: These values are ESTIMATES
We are still processing Personal and Business Abstracts. Also properties are subject to appeals.
Application for exemption/deferments/exclusion are still being accepted.

Recommended Tax Rate Decrease

The Recommended Tax Rate Decrease of 4 cents per \$100 valuation.

From **53 cents** per \$100 Valuation to **49 cents** per \$100 Valuation

Capital Projects

- Town Hall Renovation – New Desks and Conference Room Table - \$50,000
- Police - Upfit of the two (2) Police Vehicles - \$23,000
- Fire – Resurfacing the Fire Bay floor - \$15,000
- Streets – Lawn Mower - \$15,000
- Parks and Recreation - Bathroom/Shower House - \$50,000
- Water – Residential Meter Replacement - \$50,000
- Sewer - Drying Beds - \$30,000
- Electric – Small Bucket Truck - \$167,000 & 12KV Line Conversion - \$200,000
 - Electric Total - \$371,765

Employee Salary

- Manager Recommends for all full-time employees:
 - 4% Cost of Living Adjustment (COLA)
 - 3% increase merit increase

Employee Insurance

- Health Insurance had a 0% increase for FY24.
 - All Full-Time Employees have paid health insurance at \$730.30 a month cost to the town.
- High Performance Network option available for employees in FY24.
 - This option will be available to all employees that live within Rowan, and Cabarrus Counties.
 - This option is about \$100 cheaper for the employee dependent coverage.
- Dental/Vision/Life Insurance Insurance will have an estimated 3% increase for FY24.
- Workers Compensation will go up 23.58% due to filed Town COVID Cases in 2021.

Health Insurance

High-Performance Network

		Buy-up		Base		Buy-up	Base
\$730.30	\$872.42	\$776.97	\$786.71	\$730.30	\$660.28	\$598.61	
\$1,494.95	\$1,880.90	\$1,590.49	\$1,692.37	\$1,494.95	\$1,318.83	\$1,192.49	
\$1,380.29	\$1,628.75	\$1,468.51	\$1,465.94	\$1,380.29	\$1,219.96	\$1,103.33	
\$2,335.50	\$2,637.24	\$2,484.77	\$2,371.57	\$2,335.50	\$2,042.52	\$1,845.15	
\$254,557	\$167,505	\$149,178	\$275,202	\$254,557	\$126,774	\$208,260	
	12.3%	0.0%	8.1%	0.0%	-15.0%	-18.2%	

- Manager recommendations:
 - Allowing employees on the High-Performance Health Insurance Network to use surplus money already budgeted for the employee in the original plan, toward dependent coverage.

New Proposed Electrical Rate

LD - Commercial with Demand and Proposed LD Energy Only Rate							
Enter kWh ¹	10,950	Load Factor			Proposed Rates Effective July 1, 2023		
Enter kW ²	75	20%	UFS Proposed LD		Proposed LD-Optional		
			Bill Calculator	\$ Bill Amt	Bill Calculator	\$ Bill Amt	
			Basic Facilities Charge	\$100.00	Basic Facilities Charge	\$100.00	
			Demand	\$954.00	Demand	\$0.00	
			Block 1	\$626.30	Block 1	\$1,497.30	
			Block 2	\$62.70	Block 2	\$145.45	
			Subtotal =	\$1,743.00	Subtotal =	\$1,742.75	
			REPS	\$4.58	REPS	\$4.58	
			Sales Tax	\$122.33	Sales Tax	\$122.31	
			Total Bill	\$1,869.91	Total Bill	\$1,869.64	

Energy Blocks	Billing Determinants
B1 - 1st 10,000 kWh	10,000
B2 - Over 10,000 kWh	950

Is customer tax exempt (Y/N)? ⁴	N
--	---

How to use:

- 1) Enter kWh for a single billing period to calculate bill
- 2) Enter Demand kW for a single billing period
- 3) Change Tax exemption to Y if customer is exempt from NC Sales Tax

Proposed REPS effective 7-1-2023

Bill Items	Proposed UFS LD Rate	LD Energy Only Rate	
Basic Facilities Charge	\$100.00	\$100.00	
Commercial REPS	\$4.58	\$4.58	Energy Only Demand Rate Calculation



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT: Consider Swearing in of Town Manager Michael Ambrose.

SUGGESTED ACTION:



Oath of Office

I, Michael Ambrose, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as Town Manager, so help me God.

Michael Ambrose
Town Manager

Meredith Bare Smith
Town Mayor

Date



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT: **Consider Swearing in of Interim Finance Officer Jeneen McMillen.**

SUGGESTED ACTION:



Oath of Office

I, Jeneen McMillen, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as Interim Finance Officer, so help me God.

Jeneen McMillen
Interim Finance Officer

Meredith Bare Smith
Mayor

Date



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT: Consider Swearing in of Deputy Town Clerk Haley Graham.

SUGGESTED ACTION:



Oath of Office

I, Haley Graham, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as Deputy Town Clerk, so help me God.

Haley Graham
Deputy Town Clerk

Meredith Bare Smith
Mayor

Date



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Action Item

AGENDA SECTION: Considerations

SUBJECT: Consider Approval of Reducing the Bane Trailer Reserve from \$5,000 to \$2,000.

SUGGESTED ACTION: **MOTION TO APPROVE THE RESERVE FOR THE BANE TRAILER AT \$2,000.**



Item Cover Page

MEETING TYPE Board of Aldermen

DATE: June 19, 2023

SUBMITTED BY: Staff

ITEM TYPE: Action Item

AGENDA SECTION: Consideration

SUBJECT: Consider approving the new Electrical Rates provided by Electricities Cost of Service Study.

SUGGESTED ACTION: **MOTION TO APPROVE THE NEW ELECTRICAL RATES AS PROVIDED BY ELECTRICITES COST OF SERVICE STUDY.**

Residential Service
Schedule R

Availability

Available only to residential customers in residences, condominiums, mobile homes, or individually metered apartments that provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation. The energy delivered under this Schedule shall not be used in parallel with other electric power sources or as a substitute for power contracted for or which may be contracted for, under any other rate schedule of the Town, except at the option of the Town. Resale of energy purchased under this rate schedule is not permitted.

Type of Service

The Town will furnish 60-Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or three-phase, 208Y/120 volts; or other available voltages at the Town’s option.

Motors over 2 H.P., frequently started or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Town.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed at the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable Commercial Service Schedule.

Monthly Rates

Service Fee	\$20.00
Energy Charge:	
All kWh	\$0.09558 per kWh

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour reading.

Renewable Energy Portfolio Standard (REPS)

The current Renewable Energy Portfolio Standard Rate Rider (REPS) charge will be added to the monthly bill for each account billed under this rate schedule.

Sales Tax

Any applicable North Carolina State or Local sales tax will be added to the customer’s total charges for a month, determined in accordance with the above electric rates.

Minimum Bill

The minimum bill shall be the Basic Facilities Charge plus the REPS fee.

Effective for service rendered after July 1, 2023

Commercial Service
Schedule L – Single Phase

Availability

Available to non-residential customers with a monthly demand of 50 kW or less.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other Schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

Type of Service

The Town will furnish 60-Hertz service through one meter, at one delivery point, at the available voltage.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Monthly Rates

	All Year
Service Charge	\$25.00
Energy Charge:	
<i>First 100 kWh per kW Billing Demand Per Month</i>	
First 3,000 kWh	\$0.16178 per kWh
All Over 3,000 kWh	\$0.16178 per kWh
<i>Next 200 kWh per kW Billing Demand Per Month</i>	
All kWh	\$0.10926 per kWh
<i>All Over 300 kWh per kW Billing Demand Per Month</i>	
All kWh	\$0.10926 per kWh

Renewable Energy Portfolio Standard (REPS)

The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all services provided under this schedule.

Determination of Billing Demand

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule. The demand for billing and energy distribution purposes each month shall be greater than (a) the maximum integrated 30-minute demand measured during the month, (b) 50% of the customer's contract demand, or (c) 30 kilowatts.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour reading.

Sales Tax

Any applicable North Carolina State or Local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Minimum Bill

The minimum bill shall be the Basic Facilities Charge plus the REPS fee.

Effective for service rendered after July 1, 2023

Commercial Service
Schedule K – Three Phase

Availability

Available to non-residential customers with a monthly demand of 50 kW or less.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other Schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

Type of Service

The Town will furnish a three-phase 60-Hertz service through one meter, at one delivery point, at the available voltage.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Monthly Rates

	Summer (June-September)	Non-Summer (October- May)
Service Charge	\$50.00	\$50.00
Energy Charge:		
<i>First 100 kWh per kW Billing Demand Per Month</i>		
First 3,000 kWh	\$0.15993 per kWh	\$0.15680 per kWh
All Over 3,000 kWh	\$0.15242 per kWh	\$0.15033 per kWh
<i>Next 200 kWh per kW Billing Demand Per Month</i>		
All kWh	\$0.11744 per kWh	\$0.11530 per kWh
<i>All Over 300 kWh per kW Billing Demand Per Month</i>		
All kWh	\$0.10825 per kWh	\$0.10663 per kWh

Renewable Energy Portfolio Standard (REPS)

The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all services provided under this schedule.

Determination of Billing Demand

At its option, the Town may install a demand meter to measure demand for any customer served under this schedule. The demand for billing and energy distribution purposes each month shall be greater than (a) the maximum integrated 30-minute demand measured during the month, (b) 50% of the customer’s contract demand, or (c) 30 kilowatts.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour reading.

Sales Tax

Any applicable North Carolina State or Local sales tax will be added to the customer’s total charges for a month, determined in accordance with the above electric rates.

Minimum Bill

The minimum bill shall be the Basic Facilities Charge plus the REPS fee.

Effective for service rendered after July 1, 2023

Commercial Service with Demand (Optional)
Schedule LD-OPT

Availability

This rate schedule is available for non-residential customers where demand exceeds 50 kW in any three months in the previous twelve months and are low-use facilities. A low-use facility is defined as a customer served by a single meter having an average load factor of less than twenty percent (20%).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other Schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

Type of Service

The Town will furnish single or three-phase 60-Hertz service through one meter, at one delivery point, at the available voltage.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Monthly Rates

	All Year
Service Charge	\$100.00
Demand Charge:	
All kW	\$0.00 per kW
Energy Charge:	
First 10,000 kWh	\$0.14973 per kWh
All Over 10,000 kWh	\$0.15310 per kWh

Load factor

Billing Period Low Factor calculation: $kWh / (kW * 730) = \% \text{ Load Factor}$

Where 730 equals the average number of hours in a monthly billing period

Commercial Service with Demand (Optional)
Schedule LD-OPT

Renewable Energy Portfolio Standard (REPS)

The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Determination of Billing Demand

The demand for billing purposes each month shall be the greater of (a) maximum integrated 30-minute demand measured during the month, (b) 50% of the customers' contract demand, or (c) 50 kilowatts.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour reading.

Sales Tax

Any applicable North Carolina State or Local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Minimum Bill

The minimum bill shall be the Basic Facilities Charge plus REPS charge.

Contract Period

Customers must remain on this Tariff schedule for a period of no less than 12 months before switching tariffs or service unless it is determined by the Town that the customer no longer qualifies for this service.

Effective for service rendered after: July 1, 2023

Commercial Service with Demand
Schedule LD

Availability

Available to non-residential customers whose monthly demand exceeds 50 kW in any three months of the preceding twelve months.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single site.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other Schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing with the contract with the Customer.

Type of Service

The Town will furnish single or three-phase 60-Hertz service through one meter, at one delivery point, at the available voltage.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

Motors less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators and all motors of more than 25 H.P. must be the slip ring type except that the Town reserves the right when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Monthly Rates

	All Year
Service Charge	\$100.00
Demand Charge:	
All kW	\$12.72 per kW
Energy Charge:	
First 10,000 kWh	\$.06088 per kWh
All Over 10,000 kWh	\$.06600 per kWh

Renewable Energy Portfolio Standard (REPS)

The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all services provided under this schedule.

Determination of Billing Demand

The demand for billing purposes each month shall be greater than (a) the maximum integrated 30-minute demand measured during the month, (b) 50% of the customer's contract demand, or (c) 50 kilowatts.

Determination of Energy

The kWh of energy shall be the difference between the current month's watt-hour meter reading and the previous month's watt-hour reading.

Sales Tax

Any applicable North Carolina State or Local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Minimum Bill

The minimum bill shall be the Basic Facilities Charge plus the REPS charge.

Contract Period

Customers must remain on this Tariff schedule for no less than 12 months before switching tariffs or service unless it is determined by the Town that the customer no longer qualifies for this service.

Effective for service rendered after July 1, 2023

Coincident Peak Rate-98-2
Schedule CP-98-2

Availability

Available only to new commercial or industrial loads which began receiving service after July 1, 1998. The demand for the new load must equal or exceed 500 kW but less than 2,000 kW during at least three (3) months out of twelve (12) consecutive monthly billing periods ending with the current billing period.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town regarding supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

Type of Service

The Town will furnish 60-Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or
 3 phase, 208Y/120 volts, 480Y/277 volts; or
 3 phases, 3 wire, 240, 480, 575, or 2400 volts, or
 3 phase, 4160Y/2400, 12470Y/7200, or
 3 phase voltages other than the foregoing, but only at the Town's option, and
 provided that the size of the Customer's load and the duration of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built by the town's specifications.

The type of service supplied will depend upon the voltage available at or near the Customer's location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

Coincident Peak Rate –98-2
Schedule CP-98-2

Monthly Rates

	Summer (June-September)	Non-Summer (October-May)
Basic Facilities Charge	\$600.00	\$600.00
Demand Charge:		
Billing Demand	\$26.92 per kW	\$4.62 per kW
Excess Demand	\$2.30 per kW	\$2.30 per kW
Energy Charge:		
On-Peak Energy	\$.06105 per kWh	\$.06105 per kWh
Off Peak Energy	\$.04525 per kWh	\$.04525 per kWh

Definition of “Month”

The term “month”, as used in the Schedule, means the period intervening between meter readings for monthly billing, such reading is taken once a month.

Determination of Billing Demand

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer’s billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

- June-September 2 pm – 6 pm
- December-February 7 am – 9 am
- All other months 7 am – 9 am and 2 pm – 6 pm

Coincident Peak Rate-98-2
Schedule CP-98-2

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the foregoing Holidays fall on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays fall on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are those days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

Excess Demand

Excess demand shall be the difference between the maximum integrated clock hour kW demand recorded during the current billing month and the Billing Demand for the same billing month.

Notification by Town

The Town will use diligent efforts to predict each monthly system peak and provide advance notice to the Customer. However, the Town does not guarantee an accurate prediction, nor does the Town guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to the notification.

Determination of Energy

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

On-Peak Energy:

For billing purposes in any month, on-peak energy (kWh) shall be the metered energy during the on-peak energy period, whereby the on-peak energy period is defined as non-holiday weekdays from 7:00 am to 11:00 pm.

Off-Peak Energy:

For billing purposes in any month, off-peak energy (kWh) shall be the metered total monthly energy less the amount of energy billed in that month under on-peak energy.

Coincident Peak Rate-98-2
Schedule CP-98-2

Contract Period

Each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

Minimum Bill

The minimum bill shall be the Basic Facilities Charge plus the REPS charge.

Sales Tax

Any applicable North Carolina State or Local sales tax will be added to the customer's total charges for a month, determined in accordance with the above electric rates.

Effective for service rendered after July 1, 2023

**Town of Landis
Electric Rate Rider REPS
Renewable Energy Portfolio Standards (REPS) Charge**

Applicability

The Renewable Energy Portfolio Standards Charge set forth in this Rider is applicable to all customer accounts receiving electric service from the Town of Landis (“Town”), except as provided below. These charges are collected for the expressed purpose of enabling the Town to meet its Renewable Energy Portfolio Standards compliance obligations as required by the North Carolina General Assembly in its Senate Bill 3 ratified on August 2, 2007.

Billing

Monthly electric charges for each customer account computed under the Town’s applicable electric rate schedule will be increased by an amount determined by the table below:

<u>Customer Type</u>	<u>Monthly Charges</u>		
	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>	<u>Total REPS Charge</u>
Residential Account	\$ 0.84	\$ 0.00	\$ 0.84
Commercial Account	\$ 4.58	\$ 0.00	\$ 4.58
Industrial Account	\$ 47.20	\$ 0.00	\$ 47.20

Exceptions

Industrial and Commercial Customer Opt-out

All industrial customers, regardless of size, and large commercial customers with usage greater than one million kWh per year can elect not to participate in the Town’s demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the Town. In the event such customers “opt out”, they are not subject to the DSM/Energy Efficiency portion of the charges above. All customers are subject to the Renewable Resources portion of the charges above.

Auxiliary Service Accounts

The following service schedules will not be considered accounts because of the low energy use associated with them and the near certainty that customers served under these schedules already will pay a per-account charge under another residential, commercial, or industrial service schedule:

- Schedule _____ Outdoor Lighting Service (metered and unmetered)
- Schedule _____ Street and Public Lighting Service
- Schedule _____ Traffic Signal Service

Sales Tax

Applicable North Carolina sales tax will be added to charges under this Rider.

Effective for service rendered after July 1, 2023.

Adopted _____.

**Town of Landis
Renewable Energy Credit Rider
Electric Rate Rider RECR-1**

AVAILABILITY

This optional rate rider is available to customers on any Town of Landis (“Town”) rate schedule who operate solar photovoltaic, wind-powered, or biomass-fueled generating systems, with or without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and have an approved Interconnection Request Form. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town’s System. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of a “buy-all/sell-all” arrangement to receive credits under this rate rider. That is, the Town agrees to buy all, and the customer agrees to sell all the energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or sell Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on the Variable Rates identified in this Rider for the delivered energy.

MONTHLY CREDIT

Avoided Cost Credit Rate** (\$ per kWh):

	<u>Variable</u>
On-peak energy*	\$0.0321
Off-peak energy	\$0.0110

* These energy credits include a capacity component.

**For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.

MONTHLY ENERGY

Monthly Energy shall be the total kWh of energy produced by the generating facility during the current calendar month. All energy produced by the Customer’s renewable energy generating system must be delivered to the Town since the Town does not offer net metering at this time.

ON-PEAK ENERGY

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EPT.

OFF-PEAK ENERGY

Off-Peak Energy shall be the Monthly Energy less the amount of energy billed as On-Peak Energy.

CONTRACT PERIOD

Prior to receiving service under this Rider, the Town and the customer shall have entered either an Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 20 kW) and a Power Purchase Agreement which covers the special terms and conditions for the customer’s requirements related to the interconnection of the customer’s renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

GENERAL

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances.

SPECIAL CONDITIONS

The customer’s service shall be metered with two meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer’s renewable energy generator which is provided to the Town.

If the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

Effective July 1, 2023.

**Town of Landis
Security Light Fees**

AVAILABILITY

Security lighting is currently available to customers on any Town of Landis (“Town”) rate schedule upon request, pending availability. The monthly fee schedule is provided below. This cost may change annually based on the cost of service. Unmetered lights provided by the Town of Landis will be maintained by the Town of Landis Electric Department. To get service or request a light please contact Town Hall.

TYPE OF SERVICE

The Town will furnish single or three-phase 60-Hertz service through one meter, at one delivery point, at the available voltage.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the Town before purchasing equipment.

MONTHLY RATES

LIGHT		DESCRIPTION	FEE
48	LED	LIGHT-EMITTING DIODE	10.74
50	LED	LIGHT-EMITTING DIODE	10.74
50	HPS	HIGH-PRESSURE SODIUM	9.60
133	LED	HIGH-PRESSURE SODIUM	13.36
150	HPS	HIGH-PRESSURE SODIUM	10.74
175	MV	MERCURY VAPOR	10.86
175	HAN		18.48
180	LED	LIGHT-EMITTING DIODE	16.73
250	HPS	HIGH-PRESSURE SODIUM	17.17
250	MH	METAL HALIDE	33.33
400	HPS	HIGH-PRESSURE SODIUM	20.71
400	MV	MERCURY VAPOR	14.65
1000	MH	METAL HALIDE	48.74

One-Time Underground/Pole Fee (collected prior to installation) - \$200.00

Effective July 1, 2023.



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Staff

ITEM TYPE: Action Item

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval for the Southeastern Consulting Contract for all Current and Future Electrical Infrastructure Needs.**

SUGGESTED ACTION: **MOTION TO APPROVE THE SOUTHEASTERN CONSULTING CONTRACT AND AUTHORIZE TOWN MANAGER MICHAEL AMBROSE TO SIGN.**

TOWN OF LANDIS
MASTER JOB ORDER CONTRACT FOR ENGINEERING SERVICES (SMALL PROJECTS)

This **MASTER JOB ORDER CONTRACT FOR ENGINEERING SERVICES (SMALL PROJECTS)** ("Contract") is made and entered into to be effective _____, 2023 ("Effective Date") between Town of Landis, North Carolina (the "Town") and Southeastern Consulting Engineers, Inc. "the Contractor"). For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of the Contractor – On an as needed, the Contractor agrees to provide engineering and related consulting services (the "Services") as more particularly described in the scope of work attached hereto and incorporated herein by reference as Exhibit 1, or otherwise requested by Town representatives.

This Contract does not grant the Contractor the right or the exclusive right to provide specified services to the Town. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the Town.

Individual tasks will be requested on a project-by-project basis by an authorized representative of the Town.

The Contractor shall begin work within a mutually agreeable time after receiving notice to proceed, with actual contract time starting on the day within this period when work begins.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions at the same time and in the same locale; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall meet the above standard of care.

The terms of this Contract shall be through December 31, 2029.

2. Obligations of the Town. The Town hereby agrees to pay to the Contractor for the faithful performance of this Contract at the rates set forth on Exhibit 1 with a total not to exceed as set forth in the applicable Work Order or Town request.
3. The Town's Project Coordinator. The Director of Public Works, Electrical Director, or Electrical Superintendent, or his/her designed is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Primary Client Contact for the Contractor. A.J. Molnar, PE is designated as the Primary Contact for the Contractor. The Primary Contact is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30-day basis for work completed. Invoices shall be detailed to the satisfaction of Town and applicable North Carolina sales tax shall be invoices as a separate item. Invoices shall be sent to the Town's

Attachment A

Standard Terms and Conditions

1. **Entire Agreement.** The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between the Contractor and the Town with respect to the purchase by the Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract". In the event of any conflict between any terms and conditions of the Contract Documents, the terms, and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in the Contractor's quotation, acknowledgment, invoice, or in any other communication from the Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Nondiscrimination.** During the performance of the Contract, the Contractor shall not discriminate against or deny the Contractor's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age, or disability.
3. **Conflict of Interest.** The Contractor represents that no member of the Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
4. **Gratuities to the Town.** The right of the Contractor to proceed may be terminated by written notice if the Town determines that the Contractor, its agent, or another representative offered or gave a gratuity to an official or employee of the Town in violation of the policies of the Town.
5. **No Kickbacks to the Contractor.** The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town contract or in connection with a subcontract relating to a Town contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the Town in writing the possible violation.
6. **E-Verification.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
7. **Indemnification.** The Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expense, reasonable attorneys' fee and liability that any of them may sustain to the extent (a) proximately caused by the Contractor's failure to comply with any applicable law, ordinance, regulation, or the negligent acts, errors or omissions in its performance of its services herein or (b) arising out of the Contractor's breach of the terms and conditions of the Contract. In the event the Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the Town in the performance of the Contract Documents, the Contractor agrees that it will indemnify and hold harmless the Town, its officers, agents, employees and assigns, from any loss, costs, damage expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
8. **Insurance.** Unless such insurance requirements are waived or modified by the Town, the Contractor certifies that its currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina: Automobile – the Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such

insurance shall be \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability – the Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall be \$1,000,000 combined single limit each occurrence/annual aggregate. Worker’s compensation and Employers’ Liability Insurance – if applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. The Contractor shall also provide any other insurance specifically recommended in writing by the Town or required by applicable law. Certificates of such insurance shall be furnished by the Contractor to the Town and shall contain the provision that the Town be given 30 days’ written notice of any intent to cancel or materially change by either the Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

9. Termination for Convenience. In addition to all of the other rights which the Town may have to cancel this Contract, the Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 10 days’ notice in writing from the Town to the Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract.
10. Termination for Default. The Town may terminate the Contract, in whole or in part, upon breach of the Contract by the Contractor upon written notice to the Contractor and the failure of the Contractor to cure such breach within a reasonable time as set forth in the written notice. In addition to any other remedies available to the Town law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
11. Contract Funding. It is understood and agreed between the Contractor and the Town that the Town’s obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available to the Town’s Finance Officer and until the Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. The Town shall not be liable to the Contractor for damages of any kind (general, special, consequential, or exemplary) as a result of such termination.
12. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. The Contractor shall refund to the Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation, or procedure. The Contractor shall make such refunds within 30 days after the Town notifies the Contractor in writing that a payment has been determined to be improper.
13. Contract Transfer. The Contractor shall not assign, subcontract, or otherwise transfer any interest in the Contract without the prior written approval of the Town.
14. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
15. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Contractor.
16. Relationship of Parties. The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
17. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the Town.
18. No Pre-Judgment or Post-Judgment interest. In the event of any action by the Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and the Contractor specifically waives any claim for interest.

19. **Background Checks.** At the request of the Town's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to the Town criminal background check and drug testing procedures.
20. **Confidential Information.** **Employee Personnel Information:** If, during the Contractor's performance of the Contract. Contractor shall obtain any information pertaining to the employees of the Town's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. **Other Confidential Information:** (a) the Contractor agrees that it will at all times hold in confidence for the Town all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by the Town to the Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by the Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by the Contractor in connection with the Contractor's performance hereunder (collectively "Information"). The Contractor shall exercise the same degree of care to prevent disclosure of a any information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. The Contractor shall not, without the prior written consent of the Town, reproduce any information; nor disclose information to any party; nor use any information for any purpose other than performance for the benefit of the Contractor hereunder except where such disclosure is required by law, subpoena or other court or administrative order. Any technical knowledge or information of the Contractor which the Contractor shall have disclosed or may hereinafter disclose to the Town in connection with the Services or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by the Town, be deemed to be confidential or proprietary information and shall be acquired by the Town free from any restrictions as part of the consideration of the Contract.
21. **Intellectual Property.** The Contractor agrees, at its own expense, to indemnify, defend and save the Town harmless from all liability, loss, or expense, including costs of settlement and attorney's fees, resulting from any claim that the Town's use, possession or sale of the Services or any goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
22. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
23. **No Third-Party Benefits.** The Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no thirty-party benefits.
24. **Force Majeure.** If the Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by the Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the Town.
25. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
26. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach of default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by the Contractor hereunder, the Town shall be entitled to recover costs and reasonable attorney's fees. The Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent.
27. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, will be determined in Rowan County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
28. **Severability.** Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of

the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

29. **FEDERAL FUNDS:** If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 314103148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Exhibit 1 – Scope and Price List

Provide Professional Engineering Services in support of the Electric System. The services and projects anticipated may include, but are not limited to; electric engineering analysis; design of electric facilities; system studies; long range work plans; construction plans and specifications; electrical transmission; distribution, and substations design; generation systems; SCADA systems; operational equipment; process improvements; energy consumption analysis; arc flash studies; relay and post fault analysis; rate analysis, financial studies, and other electrical review as required.

Price List see Attachment A



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Action Item

AGENDA SECTION: Considerations

SUBJECT: Consider Approval of Surplusing the Parks and Recreation 2001 Ford F-150 Maintenance Vehicle on Gov Deals in the Amount of \$1,000

SUGGESTED ACTION: **MOTION TO APPROVE THE SURPLUS OF THE PARKS AND RECREATION 2000 FORD F-150 MAINTENANCE VEHICLE ON GOV DEALS FOR \$1,000**

2001 Ford F-150 Truck Mileage (Dash lights not working) Last known: 5/2022 – 105646
VIN: 1FTZF17201NAO4170

- Batteries don't hold charge
- Occasionally stalls at idle
- Needs tires
- Tailgate handle is broken/ Tailgate doesn't come down
- Dashlights not working
- Gauges not accurate
- No AC/Heat
- Rust / Paint peeling







Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Kevin Young, Interim Police Chief

ITEM TYPE: Action Item

AGENDA SECTION: Considerations

SUBJECT: Consider Approval of Surplusing the Police 2010 Dodge Charger on Gov Deals in the Amount of \$5,000

SUGGESTED ACTION: **MOTION TO APPROVE SURPLUSING THE POLICE 2010 DODGE CHARGER ON GOV DEALS FOR \$5,000**



LANDIS POLICE

Kevin L. Young, INTERIM CHIEF OF POLICE

136 NORTH CENTRAL AVENUE PO BOX 165, LANDIS, NC 28088
P: 704-857-2129 F: 704-857-3512

June 1, 2023

To: Landis Board of Alderman
From: Kevin Young, Interim Chief of Police
Re: Surplus of Police Vehicle

I am requesting the Board's approval to surplus one (1) patrol vehicle. The vehicle is a black and white 2010 Dodge Charger (VIN: 2B3AA4CT5AH193310) with 97,207 miles. There are currently no known mechanical issues with the vehicle other than a bad battery.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin L. Young".

Kevin L. Young

Interim Chief of Police



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Staff

ITEM TYPE: Reports

AGENDA SECTION: Reports

SUBJECT:

SUGGESTED ACTION:



LANDIS POLICE

Kevin L. Young, INTERIM CHIEF OF POLICE

136 NORTH CENTRAL AVENUE PO BOX 165, LANDIS, NC 28088
P: 704-857-2129 F: 704-857-3512

May 30, 2023

Attention: Landis Board of Alderman

Re: May 2023 Police Statistical Report

Police Stats:

Total Calls for Service (including self-initiated calls) – **273**

Self-initiated calls Only – **144**

Calls for Service Only – **128**

Traffic Crashes – **7**

Traffic Stops – **36**

Vehicle Mileage:

LPD-081: 132,230

LPD-101: 102,870

LPD-102: 97,207

LPD-131: 91,398

LPD-151: 62,263

LPD-161: 64,721

LPD-171: 52,596

LPD-172: 79,989

LPD-173: 70,000

LPD-174: 48,145



LANDIS POLICE

Kevin L. Young, INTERIM CHIEF OF POLICE

136 NORTH CENTRAL AVENUE PO BOX 165, LANDIS, NC 28088
P: 704-857-2129 F: 704-857-3512

LPD-175: 61,026

LPD-176: 52,307

LPD-177: 70,139

LPD-211: 13,424

LPD-212: 13,463

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin L. Young", with 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: 05/01/2023 00:00:00 - 05/30/2023 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
101C5 CUSTODY ISSUE	0	0	1	1	0%	0:26:04	0:03:34	0:11:58	0:41:36	0:41:36
103A2 FOUND PROPERTY	0	0	1	1	0%	0:06:23	0:00:45	0:33:23	0:40:31	0:40:31
104C2 COMMERCIAL BURG (INTRUSI	0	0	2	2	1%	0:01:36	0:05:11	0:05:43	0:25:01	0:12:30
104C3 RESIDENTAL BURG (INTRUSI	0	0	1	1	0%	0:01:39	0:02:45	0:05:49	0:10:13	0:10:13
105D2 ANIMAL-DANGEROUS	0	0	1	1	0%	0:05:25	0:05:32	0:25:26	0:36:23	0:36:23
106B5 PAST ASSAULT	0	2	0	2	1%	0:00:00	0:00:00	0:09:11	0:18:23	0:09:11
106C5 ASSAULT JUST OCC	0	0	1	1	0%	0:02:29	0:04:15	0:19:04	0:25:48	0:25:48
110B2 PAST RESIDENTIAL B&E	0	0	1	1	0%	0:02:53	0:02:50	0:05:09	0:10:52	0:10:52
110D2 RESIDENTIAL B&E	0	0	2	2	1%	0:01:49	0:04:30	0:12:55	0:38:29	0:19:14
111D2 MISCHIEF-DAMAGE TO PROP	0	0	1	1	0%	0:01:48	0:03:38	1:15:14	1:20:40	1:20:40
113B2 OTHER NOISE COMPLAINT	0	0	9	9	3%	0:02:06	0:04:04	0:03:56	1:31:08	0:10:07
113D1 DISTURBANCE / PHYSICAL	0	1	1	2	1%	0:03:13	0:04:14	1:05:13	2:17:54	1:08:57
113D2 DISTURBANCE / VERBAL	0	0	5	5	2%	0:04:05	0:05:01	0:15:06	1:56:03	0:23:12
114C1 PHYSICAL DOMESTIC	0	0	1	1	0%	0:03:54	0:03:02	0:14:50	0:21:46	0:21:46
114D1 PHYSICAL DOMESTIC	0	0	2	2	1%	0:03:28	0:03:47	0:50:45	1:56:01	0:58:00
114D2 VERBAL DOMESTIC	0	0	3	3	1%	0:03:06	0:02:07	0:29:33	1:44:22	0:34:47
115D1 DRIVING UNDER INFLUENCE	0	0	1	1	0%	0:01:36	0:00:00	0:00:00	0:01:36	0:01:36
116D1 DRUGS (USE-POSSESSION)	0	0	1	1	0%	0:00:34	0:00:00	0:00:24	0:00:58	0:00:58
119B1 PHONE THREAT	0	0	1	1	0%	0:05:33	0:00:00	0:00:00	0:11:11	0:11:11
119B2 SOCIAL MEDIA THREAT	0	0	1	1	0%	0:14:11	0:23:21	0:00:09	0:37:41	0:37:41
119D3 HARASSMENT	0	0	1	1	0%	0:05:04	0:00:00	0:00:00	0:22:44	0:22:44
121D1 MENTAL - VIOLENT	0	0	1	1	0%	0:02:37	0:03:39	0:20:46	0:27:02	0:27:02
121O2 MENTAL COMMITMENT	0	0	1	1	0%	0:54:51	0:16:46	0:26:53	1:38:30	1:38:30
123D2 MISSING PERSON	0	0	1	1	0%	0:27:35	0:05:30	0:41:19	1:14:24	1:14:24

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
125B1 CHECK WELFARE - ROUTINE	0	0	3	3	1%	0:05:24	0:10:38	0:24:07	2:00:28	0:40:09
125B2 LOCKOUT - ROUTINE	0	0	1	1	0%	0:04:05	0:03:47	0:04:50	0:12:42	0:12:42
125D1 CHECK WELFARE-URGENT	0	0	1	1	0%	0:03:18	0:03:48	0:30:56	0:38:02	0:38:02
127D2 SUICIDE THREAT	0	0	1	1	0%	0:07:09	0:00:00	0:00:00	0:11:51	0:11:51
129C1 SUSPICIOUS PERSON	0	3	6	9	3%	0:01:58	0:03:52	0:11:44	2:24:49	0:16:05
129C3 SUSPICIOUS VEHICLE	0	2	4	6	2%	0:02:25	0:04:05	0:14:36	1:56:11	0:19:21
129C5 SUSPICIOUS CIRCUMSTANCE	0	1	3	4	1%	0:04:00	0:03:10	0:23:48	1:20:07	0:20:01
130B1 LARCENY (ALREADY OCC)	1	1	2	4	1%	0:03:40	0:12:30	1:02:15	3:39:07	1:13:02
130B2 VEHICLE LARCENY (PAST)	0	0	1	1	0%	0:02:51	0:21:15	0:37:24	1:01:30	1:01:30
130B3 THEFT FROM VEH (PAST)	0	0	1	1	0%	0:05:09	0:12:11	0:21:21	0:38:41	0:38:41
130C1 THEFT JUST OCCURED	0	0	1	1	0%	0:04:26	0:00:12	0:36:56	0:41:34	0:41:34
131B1 TRAFFIC ACCIDENT - PD	0	0	1	1	0%	0:02:17	0:02:55	0:19:49	0:25:01	0:25:01
132B2 PARKING COMPLAINT	0	0	1	1	0%	0:07:59	0:00:00	0:22:13	0:30:12	0:30:12
132C1 SEVERE TRAFFIC VIOLATION	0	0	1	1	0%	0:04:41	0:10:18	0:00:59	0:15:58	0:15:58
133D1 TRESPASSING	0	0	2	2	1%	0:02:05	0:07:29	0:16:55	0:52:58	0:26:29
135C1 SHOTS FIRED (HEARD)	0	0	1	1	0%	0:02:53	0:08:17	0:13:56	0:25:06	0:25:06
135D2 SHOTS FIRED (SUSP SEEN)	0	0	1	1	0%	0:03:39	0:04:01	0:45:48	0:53:28	0:53:28
23D2 OVERDOSE (UNCONSCIOUS)	0	0	1	1	0%	0:00:44	0:01:58	0:33:52	0:36:34	0:36:34
69E6 STRUCTURE FIRE	0	0	1	1	0%	0:00:11	0:00:46	0:22:24	0:23:21	0:23:21
77B1 TRAFFIC ACC - INJURY	0	0	1	1	0%	0:01:26	0:00:00	0:17:31	0:18:57	0:18:57
77B3 TRAFFIC ACC - POSS INJURY	0	0	3	3	1%	0:00:53	0:03:22	0:47:14	1:48:55	0:36:18
ASSIST FIRE DEPT	0	0	2	2	1%	0:00:36	0:02:42	0:20:35	0:45:05	0:22:32
ASSIST MOTORIST	0	0	1	1	0%	0:03:51	0:05:10	0:13:50	0:22:51	0:22:51
ATTEMPT TO LOCATE	0	0	1	1	0%	0:01:35	0:00:00	0:00:00	0:09:13	0:09:13
BURGLARY ALARM	0	0	1	1	0%	0:02:47	0:03:02	0:14:56	0:20:45	0:20:45
BUSINESS OR HOUSE CHECK	0	83	0	83	30%	0:00:01	0:00:00	0:09:02	12:30:18	0:09:02
DELIVER MESSAGE	0	0	21	21	8%	0:07:28	0:10:40	0:05:18	9:52:51	0:28:11
DOMESTIC PROPERTY PICKUP	0	0	3	3	1%	0:02:09	0:08:12	0:06:41	1:30:41	0:30:11

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
ESCORT FUNERAL OR OTHER	0	2	0	2	1%	0:00:00	0:00:00	0:10:23	0:20:46	0:10:23
FOLLOWUP	0	0	4	4	1%	0:16:10	0:04:50	0:00:17	1:31:44	0:22:56
PARK CHECK	0	1	0	1	0%	0:00:00	0:00:00	0:12:11	0:12:11	0:12:11
PROSTITUTION	0	0	1	1	0%	0:02:05	0:02:54	0:44:12	0:49:11	0:49:11
SCHOOL SECURITY CHECK	0	3	0	3	1%	0:00:01	0:00:00	0:24:43	1:14:10	0:24:43
SPECIAL EVENT	0	1	1	2	1%	0:00:13	0:00:00	7:40:08	15:20:30	7:40:15
TRAFFIC CHECK	0	2	1	3	1%	0:00:52	0:14:37	0:42:39	2:23:26	0:47:48
TRAFFIC CONTROL	0	4	0	4	1%	0:00:01	0:00:00	0:39:47	2:39:09	0:39:47
TRAFFIC STOP	0	36	0	36	13%	0:00:01	0:00:00	0:09:50	5:54:14	0:09:50
TRANSPORT PRISONER OR OTHER	0	1	0	1	0%	0:00:00	0:00:00	0:57:59	0:57:59	0:57:59
VEHICLE ACCIDENT PROP DAMAGE	0	0	3	3	1%	0:02:11	0:04:56	0:45:06	2:36:41	0:52:13
Subtotals for No Summary Code	1	143	116	260	95%	0:04:58	0:06:00	0:31:01	100:36:33	0:37:39
23C1 OVERDOSE OR POISON	0	0	1	1	0%	0:01:33	0:06:08	0:22:02	0:29:43	0:29:43
Subtotals for 23C1	0	0	1	1	0%	0:01:33	0:06:08	0:22:02	0:29:43	0:29:43
25A1 PSYCHIATRIC (PD-ROUTINE)	0	1	0	1	0%	0:00:00	0:00:00	0:05:07	0:05:07	0:05:07
Subtotals for 25A1	0	1	0	1	0%	0:00:00	0:00:00	0:05:07	0:05:07	0:05:07
25B3 PSYCH. (SUICIDE THREAT)	0	0	1	1	0%	0:01:43	0:03:56	0:06:22	0:12:01	0:12:01
Subtotals for 25B3	0	0	1	1	0%	0:01:43	0:03:56	0:06:22	0:12:01	0:12:01
911 HANG UP	0	0	10	10	4%	0:07:37	0:04:53	0:05:03	2:48:15	0:16:49
Subtotals for 911	0	0	10	10	4%	0:07:37	0:04:53	0:05:03	2:48:15	0:16:49
Grand Totals	1	144	128	273	100%	0:04:54	0:05:56	0:29:38	104:11:39	0:36:2

ROWAN COUNTY COMMUNICATIONS

Section 7, Item 7.1

Mileage Report by Vehicle ID

No vehicle ID entries: EXCLUDE, Agency: LPD, Date/Time range: 05/01/2023 00:00:00 - 05/30/2023 23:59:59

Vehicle ID	Unit Code	Time On Duty	Time Off Duty	Total Time	Starting	Mileage	
						Ending	Total
151	2605	05/01/2023 06:30:54	05/01/2023 13:41:34	0007:10:40	0	0	0
	2605	05/01/2023 16:55:49	05/02/2023 01:32:41	0008:36:52	0	61,889	61,889
	2605	05/15/2023 10:22:27	05/16/2023 05:21:09	0018:58:42	0	62,046	62,046
	2605	05/16/2023 12:35:29	05/17/2023 12:23:28	0023:47:59	0	0	0
	2605	05/19/2023 08:23:29	05/20/2023 05:10:11	0020:46:42	0	62,203	62,203
	2605	05/20/2023 17:28:42	05/21/2023 05:29:08	0012:00:26	0	62,263	62,263
	2605	05/21/2023 17:18:33	05/22/2023 05:37:40	0012:19:07	0	0	0
	2605	05/22/2023 11:03:07	05/23/2023 05:21:18	0018:18:11	0	0	0
	2605	05/24/2023 05:20:16	05/24/2023 17:33:13	0012:12:57	0	0	0
	2605	05/25/2023 05:25:20	05/26/2023 05:22:26	0023:57:06	0	0	0
	2605	05/29/2023 14:38:13	05/30/2023 05:48:43	0015:10:30	0	11	11

Totals for Vehicle ID: 151	Unit Total Time 0173:19:12	Unit Total Mileage 248,412
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161	2608	05/01/2023 07:38:15	05/02/2023 05:57:03	0022:18:48	0	0	0
	2608	05/02/2023 08:48:35	05/03/2023 05:53:41	0021:05:06	0	0	0
	2608	05/03/2023 07:21:40	05/03/2023 15:59:37	0008:37:57	0	64,273	64,273
	2608	05/04/2023 07:53:18	05/04/2023 16:30:34	0008:37:16	0	0	0
	2608	05/05/2023 07:21:47	05/05/2023 16:10:37	0008:48:50	0	64,337	64,337
	2608	05/06/2023 05:24:30	05/06/2023 14:44:26	0009:19:56	0	64,384	64,384
	2608	05/09/2023 08:03:00	05/09/2023 16:02:49	0007:59:49	0	64,431	64,431
	2608	05/10/2023 07:05:15	05/10/2023 16:18:12	0009:12:57	0	64,443	64,443
	2608	05/11/2023 07:20:11	05/11/2023 16:24:43	0009:04:32	0	0	0
	2608	05/12/2023 07:47:54	05/12/2023 15:37:40	0007:49:46	0	0	0
	2608	05/15/2023 07:02:42	05/15/2023 16:13:15	0009:10:33	0	64,496	64,496
	2608	05/16/2023 07:35:42	05/16/2023 16:05:50	0008:30:08	0	64,509	64,509
	2608	05/17/2023 07:04:08	05/17/2023 16:11:25	0009:07:17	0	64,519	64,519
	2608	05/19/2023 07:36:01	05/19/2023 15:49:44	0008:13:43	0	0	0
	2608	05/22/2023 07:23:41	05/22/2023 15:17:28	0007:53:47	0	64,587	64,587
	2608	05/25/2023 07:02:30	05/25/2023 16:10:10	0009:07:40	0	0	0
	2608	05/26/2023 07:21:23	05/26/2023 15:41:44	0008:20:21	0	64,721	64,721
	2608	05/30/2023 05:42:24	05/30/2023 05:55:35	0000:13:11	0	0	0

Totals for Vehicle ID: 161	Unit Total Time 0173:31:37	Unit Total Mileage 644,700
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171	2606	05/03/2023 05:19:50	05/03/2023 17:43:55	0012:24:05	0	51,509	51,509
	2606	05/04/2023 05:18:48	05/04/2023 17:29:34	0012:10:46	0	51,601	51,601
	2606	05/05/2023 17:19:59	05/06/2023 06:32:04	0013:12:05	0	51,691	51,691
	2606	05/09/2023 05:17:38	05/09/2023 17:29:00	0012:11:22	0	51,807	51,807
	2606	05/12/2023 05:16:12	05/12/2023 18:16:14	0013:00:02	0	51,893	51,893

Vehicle ID	Unit Code	Time On Duty	Time Off Duty	Total Time	Starting	Ending	Total
2611	05/08/2023	17:26:50	05/09/2023 05:29:32	0012:02:42	0	68,807	68,807
2611	05/09/2023	17:25:44	05/11/2023 05:33:54	0036:08:10	0	6	6
2611	05/11/2023	17:32:09	05/12/2023 05:36:40	0012:04:31	0	69,144	69,144
2611	05/12/2023	17:23:20	05/13/2023 05:40:39	0012:17:19	0	69,291	69,291
2611	05/13/2023	17:21:39	05/14/2023 05:33:59	0012:12:20	0	69,390	69,390
2611	05/14/2023	17:25:23	05/15/2023 05:42:10	0012:16:47	0	69,497	69,497
2611	05/17/2023	17:07:54	05/18/2023 05:35:58	0012:28:04	0	69,615	69,615
2611	05/18/2023	17:19:10	05/19/2023 05:33:23	0012:14:13	0	69,722	69,722
2611	05/22/2023	17:04:51	05/23/2023 05:57:48	0012:52:57	0	69,811	69,811
2611	05/23/2023	17:26:21	05/24/2023 05:40:33	0012:14:12	0	69,908	69,908
2611	05/26/2023	15:01:53	05/27/2023 06:03:01	0015:01:08	0	70,053	70,053
2611	05/27/2023	14:59:46	05/28/2023 05:37:38	0014:37:52	0	70,139	70,139
2611	05/28/2023	16:56:43	05/29/2023 05:34:21	0012:37:38	0	1,042	1,042

Totals for Vehicle ID: LP-177

Unit Total Time

0231:45:19

Unit Total Mileage

972,294

Report Total:

0945:13:48

3,809,637



LANDIS FIRE

DEPARTMENT OF PUBLIC SAFETY, Interim Director Kevin Young
312 SOUTH MAIN STREET, LANDIS, NC 28088
P: 704-855-1269

May 30, 2023

Attention: Landis Board of Alderman
Re: May 2023 Fire Department Report

Monthly Total – 72 Calls

- Medical – 36
- Fire - 30
- Motor Vehicle Accidents – 6
- Mutual/Automatic Aid Given – 23
- Mutual/Automatic Aid Received – 7

F.D. Vehicle Mileage

- E-443 – **Unknown/Currently in Shop for repairs**
- E-442 – **36,558** (Actual Mileage Unknow/Odometer Does Not Work)
- Car 44 – **134,980**
- Unit 448 (truck) – **Unknown/Currently assigned to Parks & Recreation**
- Ladder 58 – **19,954**
- E-581 – **28,477**



LANDIS FIRE

DEPARTMENT OF PUBLIC SAFETY, Interim Director Kevin Young
312 SOUTH MAIN STREET, LANDIS, NC 28088
P: 704-855-1269

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin L. Young".

Kevin L. Young

Interim Fire Chief



Events Summary:

Love Landis Week was May 1st-5th. We had several participants in our Photo Tag Contest who won gift bags with donations from local businesses along with Town merchandise. The week ended with a successful Cruise-In on May 5th. Cars filled the streets, several food vendors, and fun Karaoke. The next Cruise in is set for June 2nd.

Kids had fun attending a Stream Safari at Lake Corriher Park on Sat May 20th. Kelli Hendrix, Regional Stormwater Educator, set up a day for kids to explore the creeks and lake sides for little critters. They had a fun day of learning with a hands on experience.

The Farmer’s & Craft Market began on Tuesday May 23rd. The sign has been relocated to the new location along N Central. We have a total of 6 vendors signed up so far. Three were able to attend the first day. We will accept new vendors throughout the market season in hopes to continue to grow.

Park & Pool:

We have a full seasonal staff hired at the pool and the park. The pool opening date is May 29th, Memorial Day.

Camping is in full force. Weekdays and weekends are staying booked. Church Picnics, Scout Troops, and Family Reunions have all gathered this month at the park.

Rentals: During the month of May, campsites or cabins were booked a total of 24 days. We had 3 shelter rentals.

Daily Park Fishing Passes Sold: 554 **Annual Park Fishing Pass:** 0
State Licenses: 41 **Boat Registrations** 13

2020 Ford Explorer Mileage as of 4/30/2023: 38115

2001 Ford F-150 Truck Mileage (Dash lights not working) Last known: 5/2022 – 105646
To be posted on Gov Deals

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
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

Public Works Monthly Reporting

Completed By Tristin Walter Date 4-1-2023

1. Water - Sewer

- Taps 3
- Irrigation Taps 4
- Water Main breaks 0
- Meter Box Replacement 1
- Hydrant (Water Quality Flushing) Routes 10
- Meter/MXU Change Out 3
- Water Pump Station (quantity 1) Quality 28
- Sewer lift station (quantity 10) y Monitoring and Repairs needed y
- Customer calls/ resident needs 30
- New / Current Resident work orders start& stop service 30

2. Stormwater

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

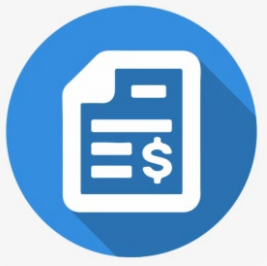
3. Electricity

- Current / New Resident Work orders 10
- New (Temp) Service 2
- Disconnects 95
- Streetlights 12
- Security Lights 4
- Pole Repair/Replace 7
- Outages: Cause, Environmental 3 Load Demanded _____ Vehicle Wreck 0 Other _____

4. Streets

- Weekly Schedule: Monday thru Wed Bulk Pick up, Thursday thru Friday Chipping/ Leaves
- Rowan County Dump Runs 2
- Customer calls 10 Work Orders 12 Go Gov 4

Comments: _____



Monthly Reporting

☒ **Utility Services Department**

- New Residents to Landis 43
- Cash Payments 350
- Credit card Payments 1173
- Check Payments 1307
- Bank Draft Payments 404
- Disconnection total 93
- AMI Electrical Meters 3201
- Remaining Manual Meters 62
- Water Meters 2115
- Sewer Customers 16
- Customer usage portal 345

Reported By: Rebecca Powell Date: 06/01/2023



Case Number	Violation Address	Owner or Occupant	Status or Conditions
MINIMUM HOUSING			
HC-20-02	property near intersection of East Ryder Avenue and Coldwater Street	David Richard Wood	abandoned dilapidated mobile office or classroom structures. Hearing held on 03-29-2021. Finding of Facts and Order issued to Repair or Demolish by 10-06-2021. Owner has submitted development plans for review. Pending results of that review and other possible actions concerning the deadline. On hold.
HC-21-04	314 Town Street	Ruth C Deadmon	occupied dwelling without water, sewer or electric services. Notices issued and have met with occupants on multiple visits. Hand delivered a copy of the Notice to vacate by 02-15-2023 and mailed it also. Due to non-compliance, Civil Penalties have been initiated. Occupants have called concerning the penalties and excuses. No change and persons still living in the house. Full inspecton scheduled for 06-13-23 @ 10 am.

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
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 continue. Will continue to monitor for completion.
HC-21-08	317 East Corriher Street	Gail D Jackson	unsafe and unsanitary conditions inside and outside the house. Conducted inspection with warrant. Hearing scehduled for 01-11-2023 @ 10:00. Owner did not show but called later. Hearing held on front porch with decision she will continue with clean up and I will conduct periodic inspections until compliance is met. Follow up inspection scheduled for 06-13-23 @ 11:30 am.
HC-21-10	1110 South Highland Avenue	Kameron B Branon, Harrion A Beave III, and Hunter M Beaver (01-18-22)	Abandoned house and property. The ownership has changed through the actions of the estate. Nuisance issues have been abated and house is under renovation, near complete. CLOSED 05-03-23
HC-23-01	310 East Garden Street, Apt D	Murthy S Kopparthi & Yama Venngopal R Kopparthi	Substandard housing conditions. Inspection with tenant scheduled for 06-02-23 @ 3:00 pm.

Case Number	Violation Address	Owner or Occupant	Status or Conditions
NUISANCES			
PN-20-01	510 East Ryder Avenue	Solutions Home Buyers LLC (04-27-23)	various forms of trash, debris and other similar materials. Home is in disrepair also. Solution Home Buyers has taken possession of the property as of 04-27-2023 and is in full clean out mode now. Reports of construction & renovation without permits. Will contact owners and continue to monitor.
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. Vehicles have been removed, with only a few items remaining on the front porch. Will continue to follow up.
PN-22-12	201 Everhart Avenue	Mary Gray Hilton	large piles of trash, debris in the front yard. Reports of rats and snakes. Property has been cleaned up by owners. CLOSED 05-03-23.

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 as of today. Second notice issued. Will follow up and take enforcement action as needed.
PN-23-03	418 Town Street	Kimberly Megan Cooper	various forms of trash and debris. CLOSED 05-03-23.
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 will begin abatement actions. Will monitor.
PN-23-05	965 Colonial Drive	Karen Garrett	overgrowth, pallets, debris, and possible abandoned house. Notice issued on nuisance issues. Will monitor the housing conditions for further actions.
PN-23-06	709 South Main Street	Thomas McConnell Family LLC	overgrowth and a dilapidated shed. Notice issued.
PN-23-07	707 South Main Street	Carolyn & Jeff Miller	overgrowth. Notice issued
PN-23-08	VL Buford Drive & North Beaver Street	Fernando & Jaqueline Iglesias	overgrowth. Notice issued

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
ABANDONED-JUNKED-NUISANCE VEHICLES			
ZONING			
Z-23-01	406 South Correll	Isabell Sandoval & Silva A Cortez	construction of a large elevated storage building without permits and in violation of setbacks etc. Met on site with staff and the owners to determine options for compliance. They will work with planning and move the building to a compliant location. Structure has been moved to the approved location. CLOSED 05-03-23.
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.

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
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.

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Application #	Name (surveyor & owner) FEES PD	Job Address	Type/# of lots	Status
<p>SITE-07-21 PLANNER OFFICE (GRAY FILE DRAWER) WAS JOHNSON/WOOD- NEW NAME: <u>VILLAS AT LANDIS</u> RYDER PLACE (11-8-22)</p>	<p>Yarbrough-Williams & Hoyle (Nest Communities, LLC/Johnson Wood Townhomes) FEES PD:</p>	<p>Corner of E. Ryder Ave & Upright Streets Map 109 149 & 133 165</p>	<p>Major Subdivision Duplex, Townhomes, SF</p>	<p>10-11-21 Application/sketch rec'd 10/11/21 \$100 SKETCH REVIEW 10-12-21 sketch plan reviewed by RF 11-16-21 \$100 rec'd for review 11-29-21 \$2,092.11 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 9/20/22 \$22,026.16 CONSTRUCTION PLANS REC'D WITH CALCULATIONS (BESIDE MAP CAGE) 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 & DEV. AGR P/UP</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-23-23 1st submittal POST DEV. PLAN, NCDEQ FORM, DEEDS, USGS MAP, WETLAND DELINEATION 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</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 & 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 5-16-22DEV. 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 & 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 & 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 FEES TO BE PAID FOR REVIEW.</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 7, Item 7.1

🏆 YEAR 2022				
Application #	Name (surveyor & owner) FEES PD	Job Address	Type/# of lots	Status
SITE 04-22 RICE ROAD TOWNHOMES ZONING PERMIT ISSUED	JOURNEY CAPITAL, LLC ANDREW WALTZ 704-453-2700	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 5-3-23 Emailed screenshot of comments- Waiting on corrected buildings sheet. 5-16-23 REC'D 2 COMPLETE SET OF PLANS 5-16-23 PLANS APPROVED –DEV. To p/up NEXT STEP: PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM 5-19-23 PLANS P/UP 5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements
SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE 2&4</u>	LENNAR CAROLINAS – LAND DESIGN ENGINEER	CANNON FARM RD	430 LOTS- MU-1 & SFR-2 CZ	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
SITE DEV 10-22 <u>OLD BEATTY FORD RD</u> <u>INDUSTRIAL SITE</u>	RBEADLE/JACKSON-SHAW- LIPE, MILLS, DEAL PROPERTIES	OLD BEATTY FORD RD INDUSTRIAL SITE	<u>ANNEX & ZMA LOTS:</u> MAP 140, PARCELS: 003,167, 138, 169 & 170 11-14-22- BD APPROVED ANNEXATION ZONING: IND 2-13-23 BD TO CONSIDER ANNEXATION WITH PUB. HEARING ON	9-13-22 REC'VD PAYMENT \$600 ZMA REQ. ANNEX W/ ZMA NOV.8 & 14 2022 MTGS 11-14-22 BD APPROVED ANNEX & 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) & 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 & PUB. WORKS 3-20-23 Annex req. approved by Board with approval of ZMA district IND.

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 7, Item 7.1

			MARCH 20, 2023 -BD APPROVED	3-20-23 Pub. Hearing Annexation additional properties, req. IND zoning. BOARD APPROVED 3-20-23 BD approved annex- Indust. 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
2023	2023	2023	2023	2023
Application #	Name (surveyor & owner) FEES PD	Job Address	Type/# of lots	Status
SITE 01-23 BYRNE PROP KIMBALL RD	SHANNON SPARKS SURVEYOR BYRNE PROP. INC	KIMBALL ROAD MAP 123B 115	<u>TOWNHOMES</u> <u>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) NEXT
SITE 02-23 CONCRETE PLANT NEW OWNERSHIP/ NEW PLANS	William N. West Owner Crete Solutions FEES PD: 4-11-23: SITE PLN REV: \$432.83 PRKING/LDING: \$540 STRM DRNG: \$216 STRM WTR: \$5,000 TOTAL: \$6,188.83	220 OLD BEATTY FORD RD	<u>CONCRETE</u> <u>PLANT</u>	04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS. 4-26-23 RF review & staff rev. complete comments on plans 4-27-26 Owner/Dev. Bill West p/up set w/comments. 5-9-23 Rec'd partial set of plans- advised need complete sets. 5-10-23 rec'd 2 complete sets of plans w/revisions 5-17-23 R. Flowe to Developer West, plan set – scale is off. West will 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 construction. Zoning Permit #ZN-23-27 issued.

LANDIS DEVELOPMENT PLANS UNDER REVIEW

<p>PLANS IN CONSTRUCTION/ REVIEW</p>				
<p>SITE DEV 04-22 <u>RICE RD TOWNHOMES</u> <u>PERMIT ISSUED 12-28-22</u></p>	<p>RICE RD TOWNHOMES</p> <p>CONSTRUCTION NOT BEGUN- ACTIVE FOR REVIEWS</p>	<p>RICE STREET</p>	<p><u>TOWNHOMES</u></p>	<p>REVIEW OF W/S, BLDG ELEVATION FEES PD: PREL PLAT \$450, SKETCH PLAN \$100, ZONING PERMIT/\$50+\$5 PER UNIT (2021-22 SCHEDULE)/ 10 UNITS \$100 5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements</p>
<p>SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23</p>	<p>William N. West Owner Crete Solutions</p>	<p>220 OLD BEATTY FORD RD</p>	<p><u>CONCRETE PLANT</u></p>	<p>5-17-23 Plans rec'd. R. Flowe approved plans for construction. Zoning Permit #ZN-23-27 issued.</p>
<p># 07-21 RYDER PLACE</p>			<p>Major Subdivision Duplex, Townhomes, SF</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</p>

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 ST 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 UPDATED PERMIT	409 S CORRELL ST ZN-22-28	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 NEW BUS.	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. PREV. ZN-22-71	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

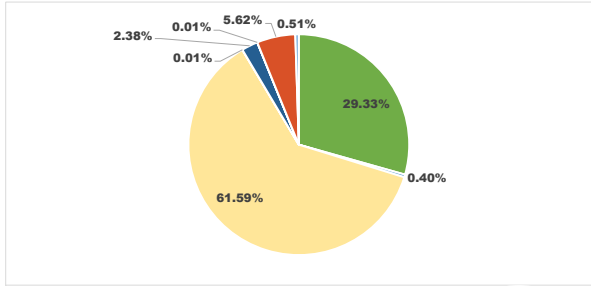


Item Cover Page

MEETING TYPE Board of Alderman
DATE: June 19, 2023
SUBMITTED BY: Staff
ITEM TYPE: Financial Report
AGENDA SECTION: Reports
SUBJECT:
SUGGESTED ACTION:

Town of Landis
FY 23 Monthly Summary
May-23

Operating Budget Revenues	Budgeted FY22-23	May	FY 22-23 YTD	%
Property Tax - Current (Monthly)	\$1,533,576.00	\$0.00	\$1,477,584.75	96%
Tax Collection - Prior Years (Monthly)	\$35,000.00	\$0.00	\$27,874.56	80%
Vehicle Interest	\$1,000.00	\$0.00	\$1,097.66	110%
Interest and Penalties	\$9,500.00	\$0.00	\$7,377.67	78%
Property Tax Auto - Current (Monthly)	\$213,049.00	\$0.00	\$126,537.82	59%
Vehicle Tag Fee	\$66,000.00	\$0.00	\$47,110.00	71%
Building Rental Fees	\$7,200.00	\$2,300.00	\$5,750.00	80%
Interest on Investments	\$25,300.00	\$0.00	\$52,661.43	208%
Police Fees	\$600.00	\$123.50	\$880.00	147%
First Responder	\$1,320.00	\$2,270.00	\$3,370.00	255%
Transfer from ARPA Fund	\$371,595.00	\$0.00	\$53,750.00	14%
Trans from Passive Park Fund	\$53,750.00	\$0.00	\$53,750.00	100%
Excise Tax on Piped Gas	\$10,000.00	\$0.00	\$4,197.18	42%
Franchise Tax on Electric PO	\$272,700.00	\$0.00	\$147,720.60	54%
Sales Tax on Telecommunications	\$10,000.00	\$0.00	\$4,307.76	43%
Sales Tax on Video Programming	\$9,060.00	\$0.00	\$5,291.49	58%
Local Government Sales and Use Tax	\$990,000.00	\$0.00	\$535,473.78	54%
Powell Bill Revenues	\$115,000.00	\$0.00	\$117,205.94	102%
ABC Board Revenue	\$11,000.00	\$0.00	\$11,869.15	108%
Court Cost Revenue	\$400.00	\$0.00	\$162.32	41%
Planning/Zoning Fees	\$20,000.00	\$11,316.55	\$72,779.49	364%
Garbage Collection Fees	\$300,000.00	\$26,020.00	\$283,869.06	95%
Resource Officer Reimburse	\$125,000.00	\$0.00	\$147,154.86	118%
EMS Utility Reimbursement	\$7,200.00	\$600.00	\$7,175.00	100%
ABC Profits	\$12,500.00	\$0.00	\$0.00	0%
Solid Waste Disposal Tax	\$1,800.00	\$0.00	\$1,353.90	75%
Police Grant	\$25,000.00	\$0.00	\$20,427.41	82%
Fire Grant	\$5,000.00	\$0.00	\$5,000.00	100%
East Landis - Property Tax	\$24,000.00	\$0.00	\$22,653.62	94%
East Landis - Tax Prior Years	\$300.00	\$0.00	\$0.00	0%
East Landis Penalties and Interest	\$800.00	\$0.00	\$1,575.29	197%
East Landis - Motor Vehicles	\$3,500.00	\$0.00	\$2,716.89	78%
Sales Tax Refund	\$1,000.00	\$0.00	\$0.00	0%
Sale of Fixed & Surplus Assets	\$51,500.00	\$0.00	\$105,025.00	204%
Fund Balance Appropriated- unassigned	\$443,646.86	\$0.00	\$0.00	0%
Water Service	\$1,050,000.00	\$90,891.97	\$996,095.71	95%
Interest on Investments - Water Service	\$1,400.00	\$0.00	\$30,405.50	2172%
Miscellaneous Income	\$51,000.00	\$0.00	\$50,900.00	100%
Water Tap Fees	\$100,000.00	\$10,000.00	\$57,550.00	58%
Gain/Loss on Processing - Water	\$501.00	\$0.00	\$257.68	51%
Storm Water Fees	\$115,000.00	\$9,675.00	\$106,070.00	92%
Interest on Investments - Storm Water	\$316.00	\$0.00	\$1,129.14	357%
Gain/Loss on Processing - Storm Water	\$0.00	\$0.00	\$13.24	--
Construction Services	\$4,000.00	\$0.00	\$0.00	0%
Electricity Fees	\$5,800,000.00	\$373,342.27	\$5,267,836.22	91%
Penalties - Electric	\$70,000.00	\$5,592.28	\$67,129.87	96%
Reconnect Fees	\$60,000.00	\$7,050.00	\$65,175.00	109%
Meter Tampering Fees	\$0.00	\$300.00	\$1,200.00	--
Pole Attachments	\$7,000.00	\$0.00	\$9,460.48	135%
Recovery of Bad Debts	\$0.00	\$307.85	\$388.66	--
Interest on Investments - Electric	\$2,500.00	\$0.00	\$31,475.78	1259%
Miscellaneous Income	\$3,000.00	\$0.00	\$1,663.01	55%
Payment Return Fees	\$1,500.00	\$240.00	\$2,460.00	164%
Debt Set-Off	\$11,000.00	\$0.00	\$1,884.87	17%
Sales Tax Refund	\$50,000.00	\$0.00	\$0.00	0%
Sewer Service Fees	\$975,000.00	\$85,437.08	\$917,755.52	94%
Tap Fees - Sewer	\$70,000.00	-\$2,500.00	-\$2,500.00	-4%
Parks and Rec Revenue	\$107,150.00	\$57,662.66	\$391,665.50	366%
Administrative Service Charges	\$637,900.00	\$0.00	\$283,991.82	45%
Total Revenues	\$13,874,563.86	\$680,629.16	\$11,635,710.63	84%



Operating Budget Expenditures	Budgeted	May	FY 22-23 YTD	%
Administration	\$1,165,940.00	\$37,917.19	\$823,002.96	71%
Police Department	\$1,221,269.00	\$18,001.75	\$789,189.31	65%
Fire Department	\$1,051,465.00	\$7,935.33	\$827,722.75	79%
Streets Department	\$1,196,455.00	\$34,503.66	\$766,044.05	64%
Sanitation Department	\$215,471.00	\$17,867.05	\$178,641.64	83%
Parks and Recreation	\$570,575.00	\$7,271.89	\$415,564.17	73%
Electric Department	\$6,030,146.86	\$303,435.57	\$4,880,114.71	81%
Water Department	\$809,861.00	\$33,731.17	\$561,624.90	69%
Sewer Department	\$1,139,040.00	\$92,393.72	\$906,848.75	80%
Storm Water Department	\$115,316.00	\$2,145.18	\$74,837.24	65%
Debt Service - Municipal Loan/Copiers	\$60,025.00	\$0.00	\$57,692.16	96%
Debt Service - USDA Bonds/Sewer Equip / Srf	\$299,000.00	\$0.00	\$58,609.15	20%
Total Expenditures	\$13,874,563.86	\$555,202.51	\$10,339,891.79	75%

Capital Improvement Plan Budgets	Budgeted	May	FY 22-23 YTD	%
<i>Year-To-Date Capital Expenditures</i>				
Expenditures	\$0.00	\$0.00	\$0.00	100%
Total Expenditures	\$0.00	\$0.00	\$0.00	100%

American Rescue Plan Fund 221	Budgeted	May	FY 22-23 YTD	%
<i>Year-To-Date American Rescue Plan</i>				
Total Revenues	\$945,145.00	\$10,000.00	\$396,050.00	42%
Remaining Balance			\$549,095.00	
Strategic Plan - Centralina COG	\$20,000.00	\$10,000.00	\$20,000.00	100%
Leaf Truck	\$225,000.00	\$0.00	\$0.00	0%
Transfer for Passive Park Buyout	\$53,750.00	\$0.00	\$53,750.00	100%
Town Hall Generator	\$97,300.00	\$0.00	\$0.00	0%
Total Expenditures	\$396,050.00	\$10,000.00	\$73,750.00	19%

Passive Park Fund	Budgeted	May	FY 22-23 YTD	%
<i>Year-To-Date Passive Park Fund</i>				
Total Revenues	\$286,742.03	-\$38.24	\$57,742.16	20%
Remaining Balance			\$228,999.87	
Passive Park Buyout / Trans to Gen Fund	\$53,750.00	\$0.00	\$53,750.00	100%
Facility Improvements	\$2,950.00	\$0.00	\$2,950.00	100%
Professional Fees	\$1,042.16	\$14,255.00	\$15,417.64	100%
Total Expenditures	\$57,742.16	\$0.00	\$72,117.64	100%



Town of Landis Public Works

Section 7, Item 7.2

User: rpowell
 Printed on: 05/30/23 09:42:41

Department Usage Report

Report period: 05/01/23 00:00:00 To 05/30/23 09:39:00

<\$LNG.Billing Agency:> 1

Department Code	Department Name	Volume (Gal)	Amount (\$)
1	Electric	543.600	543.60
Total for billing agency:		543.600	543.60
Percent of total:		25.02%	25.02%

<\$LNG.Billing Agency:> 2

Department Code	Department Name	Volume (Gal)	Amount (\$)
2	Water	259.760	259.76
Total for billing agency:		259.760	259.76
Percent of total:		11.95%	11.95%

<\$LNG.Billing Agency:> 3

Department Code	Department Name	Volume (Gal)	Amount (\$)
3	Sewer	30.000	30.00
Total for billing agency:		30.000	30.00
Percent of total:		1.38%	1.38%

<\$LNG.Billing Agency:> 4

Department Code	Department Name	Volume (Gal)	Amount (\$)
4	Streets	430.900	430.90
Total for billing agency:		430.900	430.90
Percent of total:		19.83%	19.83%

<\$LNG.Billing Agency:> 5

Department Code	Department Name	Volume (Gal)	Amount (\$)
5	Parks	45.800	45.80
Total for billing agency:		45.800	45.80
Percent of total:		2.11%	2.11%

<\$LNG.Billing Agency:> 6

Department Code	Department Name	Volume (Gal)	Amount (\$)
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6	Police	560.500	Section 7, Item 7.2
Total for billing agency:		560.500	560.50
Percent of total:		25.79%	25.79%

<\$LNG.Billing Agency:> 7

Department Code	Department Name	Volume (Gal)	Amount (\$)
7	Fire	278.100	278.10
Total for billing agency:		278.100	278.10
Percent of total:		12.80%	12.80%

<\$LNG.Billing Agency:> 9

Department Code	Department Name	Volume (Gal)	Amount (\$)
9	Shop	24.300	24.30
Total for billing agency:		24.300	24.30
Percent of total:		1.12%	1.12%

***** END *****



Item Cover Page

MEETING TYPE Board of Alderman

DATE: June 19, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Manager Report

AGENDA SECTION: Reports

SUBJECT:

SUGGESTED ACTION:



Town Manager Report

Month of May 2023

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

1. We are continuing our Leadership Meetings at 9am on Monday Mornings.
2. We have repaired the Town Hall and Police Department Roofs as approved by the Board of Aldermen at the Budget Retreat on March 31, 2023. The Police Department overhang construction is still underway.
3. Budget Preparation has been in full swing, and the Staff Budget Process is now complete.
4. We have hired a tree trimmer and mechanic in our Public Works Department.
5. The Landis Pool did open Monday May 29, 2023, and our staff did an outstanding job (this month) getting the pool ready to open.
6. Disconnect Day will be the third Wednesday of each month beginning July 2023.
7. The Public Works Backhoe has been sold in the amount of \$7305, on Gov Deals.
8. The Cruise-In will be on Friday, May 5, 2023, from 5 pm – 9 pm, featuring karaoke and food vendors.

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

Thank you,

Michael D. Ambrose

2023 JUNE

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Board of Aldermen Work Session Meeting: 5:30PM	2 Classic Car Cruise-In 5-9PM Down Town Landis	3
4	5	6	7	8	9	10
11	12	13	14	15 Community Blood Drive 12PM-6PM	16	17
18 Father's Day	19 Board of Aldermen Regular Scheduled Meeting: 6:00PM	20	21 Planning Board Meeting: 6:00PM	22	23 Employee Picnic 6PM	24
25	26	27	28	29	30	1

NOTE

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