



## BOARD OF ALDERMAN

Monday, December 09, 2024 at 6:00 PM

Landis Board Room

### AGENDA

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**PLEASE SILENCE ALL CELL PHONES**

#### 1. INTRODUCTION:

- 1.1 Call Meeting to Order
- 1.2 Welcome
- 1.3 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 Meeting Minutes from November 12, 2024, Board of Alderman Special Called Meeting
- [2.2](#) Consider Approval of Text Amendment to Article 23 of the Landis Land Development Ordinance
- [2.3](#) Consider Approval of Adopting a Policy Prohibiting Pornography on Town Networks and Devices and Consider Approval of Corresponding Resolution 2024-12-9-2
- [2.4](#) Consider Approval of Budget Amendment #11 to Increase Fund Balance for the Portion Landis Will Need to Pay for the Kannapolis Waste Water Feasibility Study

[2.5](#) Consider Approval of Budget Amendment #14 to Reallocate Funds to Cover Expenses Created by Hurricane Helene

**3. PUBLIC HEARINGS:**

[3.1](#) Consider Zoning Map Amendment ZMA-2024-12-09 Town-owned parcels on Coldwater Street from CIV to SFR-2

[3.2](#) Consider Approval of Master Sign Plan for First Reformed Church of Landis

**4. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

4.1 Citizens' Comments

**5. ORDINANCES/RESOLUTIONS:**

[5.1](#) Consider Approval of the Resolution And Subsequent Capital Project Ordinance of Tentative Award for Construction of the Mount Moriah Church Road - North Main Street Waterline Replacements to B.R.S., Inc. (Project 25-04)

[5.2](#) Consider Approval of the Amendment to Capital Project Ordinance #GP-2024-08-12-3 for the 100,000 Gallon Water Tank (Project 25-05), And Budget Amendment #13 To Receive The State Grant Funds

[5.3](#) Consider Approval of the Resolution And Subsequent Capital Project Ordinance Accepting Funding for the Patterson Road / Flat Rock Road Waterline (Project 25-07), And Budget Amendment #12 To Receive The State Grant Funds

**6. CONSIDERATIONS:**

[6.1](#) Consider Approval of a Digital Filing System for all Town Records

[6.2](#) Consider Approval of 2025 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

[6.3](#) Consider Approval of 2025 Appointments to the Centralina Regional Council Board of Delegates

[6.4](#) Consider Approval Of The Landis Pool Deck Repair (Project 25-74)

**7. OLD BUSINESS:**

[7.1](#) Consider Approval of the Calendar Year 2025 Board Meeting Schedule

[7.2](#) Consider Approval of the Routes for the Town of Landis Walking Map (Project 25-63)



[7.3](#) Consider Approval of the Painting of Town Hall Roof

**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)

**9. UPCOMING EVENTS:**

[9.1](#) Upcoming Events (Included in the Board packet)

**10. CLOSING:**

10.1 Board Comments

10.2 Motion to Adjourn



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

**SUBMITTED BY:** Madison Stegall, HR Director/Town Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Meeting Minutes from November 12, 2024,  
Board of Alderman Special Called Meeting**

**DETAILS:**



# BOARD OF ALDERMAN SPECIAL CALLED MEETING

Tuesday, November 12, 2024 at 6:00 PM

Landis Board Room

## MINUTES

**PLEASE SILENCE ALL CELL PHONES**

**Members Present:** Mayor Meredith Smith, Mayor Pro-Tem Ashley Stewart, Alderman Ryan Nelms, Alderman Tony Corriher, Alderman Darrell Overcash

**Staff Present:** Town Manager Michael Ambrose, Finance Director Jeneen McMillen, HR Director/Town Clerk Madison Stegall, Deputy Town Clerk Maddalyn Shuffler, Police Chief Matthew Geelen, Fire Chief Jason Smith, Public Works Director Blake Abernathy, Parks and Rec Director Jessica St. Martin, Town Attorney Rick Locklear

### 1. INTRODUCTION:

#### 1.1 Call Meeting to Order

Mayor Meredith Smith called the meeting to order at 6:04 PM

#### 1.2 Welcome

Mayor Smith welcomed those in attendance.

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

Mayor Smith led those in attendance 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 Ryan Nelms

Motion Passed: (4-0)

Voting For: Ashley Stewart, Ryan Nelms, Tony Corriher, Darrell Overcash

**2. CONSENT AGENDA:**

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

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

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

Voting For: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

**2.1 Consider Approval of Meeting Minutes from October 14, 2024, Board of Alderman Regular Scheduled Meeting and from October 23, 2024, Board of Alderman Special Called Meeting**

**2.2 Consider Approval of Closing Town Hall at 10:00 AM on November 26, 2024, in Preparation for the Southern Rowan Christmas Parade**

**3. PRESENTATIONS:**

**3.1 Consider Swearing in of Deputy Town Clerk (Maddalyn Shuffler)**

Mayor Smith presented Maddalyn Shuffler with the Oath of Office and swore her in.

**3.2 Consider FY24 Audit Presentation from Martin and Starnes**

Tonya Thompson from Martin and Starnes gave the FY24 Audit Presentation.

**4. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

**4.1 Citizens' Comments**

- Nadine Cherry – 410 W. Garden Street – “You know, it is sad when after the end of the last board meeting you stop an Alderman and ask to set up a meeting with him to talk and that meeting did not happen. Board members your priorities are not focused on your constituents, but what you want to do. If you are upset because I told you last year before the election that I would not vote for the three who were running for reelection, so be it. I am wondering why the information on the website finally got changed to Jason Smith being the ADA coordinator. Things still being allowed to be placed on the sidewalks.”

## 5. ORDINANCES/RESOLUTIONS:

### 5.1 Consider Approval of Resolution #2024-11-12 to Close E. Mills St. at E. Ryder Ave.

Town Manager Michael Ambrose gave a brief overview of Resolution #2024-11-12. The purpose of the Resolution is to set a public hearing to consider permanently closing the E. Mills Drive Intersection with E. Ryder Avenue.

**ACTION: A MOTION WAS MADE TO ADOPT RESOLUTION #2024-11-12 DECLARING THE INTENTION OF CLOSING THE E. MILLS DRIVE INTERSECTION WITH E. RYDER AVENUE AND SETTING A PUBLIC HEARING FOR JANUARY 13<sup>TH</sup>, 2025, AT 6:00 PM IN THE TOWN OF LANDIS BOARD ROOM.**

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

Voting For: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

## 6. CONSIDERATIONS:

### 6.1 Consider Approval of the Calendar Year 2025 Board Meeting Schedule **TABLED**

Mayor Smith stated that the Board had not had a chance to look over the proposed meeting dates yet and would need more time to come to a consensus on the FY25 Board meeting schedule.

**ACTION: A MOTION WAS MADE TO TABLE THE CALENDAR YEAR 2025 BOARD MEETING SCHEDULE TO THE DECEMBER MEETING.**

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

Voting For: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

### 6.2 Consider Approval of the Surplus of Town Property - W. Taylor St. - Parcel #107 056 (Project 25-69)

Finance Director Jeneen McMillen gave a brief overview of the 1.99 acres located at 0 W. Taylor Street. The parcel is a part of the D.C. and Frances Linn Properties, and any proceeds will go to the D.C. and Frances Linn Park Project. This property is valued at \$74,550 and the offer is for \$78,750.

**ACTION: A MOTION WAS MADE TO RECUSE ALDERMAN ASHLEY STEWART.**

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Darrell Overcash, Ryan Nelms, Tony Corriher

**ACTION: A MOTION WAS MADE TO APPROVE THE OFFER OF \$78,750 FOR THE SURPLUS OF TOWN PROPERTY – 0 W. TAYLOR ST. – PARCEL #107 056.**

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Darrell Overcash, Ryan Nelms, Tony Corriher

**ACTION: A MOTION WAS MADE TO HAVE ALDERMAN ASHLEY STEWART RETURN TO SESSION.**

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (3-0)

Voting For: Darrell Overcash, Ryan Nelms, Tony Corriher

**6.3 Consider Approval of the Surplus of Town Property - N. Cannon Blvd. - Parcel #133A206 (Project 25-60)**

Finance Director Jeneen McMillen gave a brief overview of the 1.76 acres of land at 0 N. Cannon Blvd. This property is a part of the D.C. and Frances Linn properties, so the proceeds would go into the DC and Frances Linn Park Project. This property is valued at \$94,500, and the offer is for \$25,000. There is a Town of Landis water and sewer main that runs through this property, and staff recommend not moving forward with the surplus of property due to the essential utilities that are on it.

**ACTION: A MOTION WAS MADE TO APPROVE THE SURPLUS OF TOWN PROPERTY – N. Central Blvd – Parcel #133A206**

Moved By: Ashley Stewart, seconded by Ryan Nelms

Motion Failed: (0-4)

Voting For:

Voting Against: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

**6.4 Consider Approval of the Wastewater Treatment Plant Feasibility Joint Study with the City of Kannapolis**

Public Works Director Blake Abernathy gave an overview of the Feasibility Study for a future Wastewater Treatment Plant (WWTP) in Landis. The plant would be owned and operated by the Town of Landis. The purpose of the study is to evaluate wastewater treatment and pumping of wastewater options. LKC Engineering has already been procured through the City of Kannapolis and comes to us as a reputable/reliable company to conduct the study. The Town of Landis would be responsible for 50% of the total study cost of \$51,000. Once the study is completed, the Town of Landis would then pay the City of Kannapolis the \$25,500. The intent of this study is to provide direction for the Town from an environmental, economic, and schedule standpoint. The proposed Wastewater Treatment Plant is expected to be able to treat between 1 million to 2 million gallons per day, average daily flow, that would be expandable as the Town grows. If approved by both the Town of Landis and the City of Kannapolis, the study would begin immediately and is expected to be completed by March 2025. Town Manager Michael Ambrose explained that this is step one of the study and has been advised that the time between the start of the study to the opening of the plant could be anywhere between 36 and 48 months. If approved by both the Town of Landis and the City of Kannapolis, the study would begin immediately and is expected to be completed by March 2025.

**ACTION: A MOTION WAS MADE TO APPROVE THE WASTEWATER TREATMENT PLANT FEASIBILITY JOINT STUDY WITH THE CITY OF KANNAPOLIS.**

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

Voting Against: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

**6.5 Consider Approval of Adding Employee Voice Module to Paylocity**

Human Resources Director Madison Stegall gave a brief overview of the Employee Voice Module on Paylocity. Employee Voice is a comprehensive add on that allows organizations to continuously collect feedback, analyze and share insights, and act on those insights to improve employee engagement and retention. The add on can help to foster transparency and trust within the organization by providing a safe and confidential way for employees to share their thoughts and opinions. It also allows for Open Surveys which supports fully anonymous submissions. The current annual price for Employee Voice is \$2,343.60.

**ACTION: A MOTION WAS MADE TO APPROVE ADDING EMPLOYEE VOICE MODULE TO PAYLOCITY.**

Moved By: Ashley Stewart, seconded by Ryan Nelms  
Motion Passed: (4-0)  
Voting Against: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

**6.6 Consider Approval of the Painting of Town Hall Roof Tabled**

Town Manager Michael Ambrose gave a brief explanation of the roof at Town Hall and our vendors for the roof. LaFave’s Metal Roofing was the company that installed the roof in 2007 and McElroy Metal is the company that manufactured the roof. A representative with McElroy Metal has been out to Town Hall and has taken a look at the current state of the roof. They have moved the current concerns to their claims department, and we are waiting for further instructions. Alderman Ryan Nelms asked if the paint is what our warranty with McElroy Metals is on. Town Manager Michael Ambrose explained that the current warranty that is believed we have is for the color of the metal on the roof, not on the craftsmanship of the roof. The warranty covers the paint peeling, fading, and bubbling. We have learned from McElroy Metal that they do not have the finalized warranty, which is why we are submitting a claim to the warranty review now. Discussion was had amongst Board members, the Town Manager, and the Town Attorney regarding potential roof warranties.

**ACTION: A MOTION WAS MADE TO TABLE THE PAINTING OF TOWN HALL ROOF TO THE DECEMBER MEETING.**

Made by: Ashley Stewart, seconded by Ryan Nelms  
Passed: (4-0)  
Voting for: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

**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 Upcoming Events (Included in the Board packet)**

- November 19<sup>th</sup> – Planning Board Meeting at 6:00PM
- November 26<sup>th</sup> – Southern Rowan Christmas Parade – Town Hall Closing at 10AM
- November 28<sup>th</sup>-29<sup>th</sup> – Town Hall Closed in Observance of Thanksgiving Holiday
- December 4<sup>th</sup> – Senior Luncheon and Bingo at 12 PM at Trinity Lutheran Church
- December 5<sup>th</sup> – Board of Alderman Work Session at 5:30 PM
- December 9<sup>th</sup> – Board of Alderman Meeting at 6:00 PM
- December 10<sup>th</sup> – Planning Board Meeting at 6:00 PM
- December 14<sup>th</sup> – Campfire Christmas at Lake Corriher Wilderness Park from 4:00-7:00 PM
- December 20<sup>th</sup> – Town Hall Closed for Employee Lunch from 11:00 AM – 1:00 PM
- December 24<sup>th</sup>-26<sup>th</sup> – Town Hall Closed in Observance of Christmas Holiday

**9. CLOSING:**

**9.1 Board Comments**

No Comments

**9.2 Motion to Adjourn**

**ACTION: A MOTION WAS MADE TO AJORN AT 7:07 PM**

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

Voting Against: Ashley Stewart, Darrell Overcash, Ryan Nelms, Tony Corriher

Respectfully Submitted,

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Madison T. Stegall, Town Clerk





## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Text Amendment to Article 23 of the Landis Land Development Ordinance**

**DETAILS:**

Consider Approval of Text Amendments in Article 23 of the Landis Development Ordinance, to ensure the Ordinance is in line with our current Manager/Council Form of Government.

ARTICLE 23

ADMINISTRATION AND ENFORCEMENT

23.1 **Applicability and Establishment of *Planning, Zoning & Subdivision Administrator***

This Ordinance and the provisions set forth herein shall apply to all property within the Town of Landis. The ~~Town Board of Aldermen~~ **Manager** shall appoint a duly qualified *Planning, Zoning & Subdivision Administrator* to be responsible for the impartial administration of this Ordinance. The **Town Manager** or *Planning, Zoning & Subdivision Administrator* shall have the authority to administer and enforce the provisions of the Ordinance within this area of jurisdiction. ~~The individual appointed to fulfill this responsibility shall be a certified member in good standing with either the American Institute of Certified Planners or the North Carolina Association of Zoning Officials having first met examination requirements, and subsequently meeting certification maintenance requirements.~~

23.2 **Administrator as Enforcement Officer**

23.2-1 Establishment and Authority. Unless specifically set forth otherwise in this Ordinance, the Town of Landis *Planning, Zoning & Subdivision Administrator* shall be the Enforcement Officer with the duty of administering and enforcing the provisions of this Ordinance. The *Planning, Zoning & Subdivision Administrator* may designate one or more persons to assist in the administration and enforcement of this Ordinance. Orders issued by the *Planning, Zoning & Subdivision Administrator's* designee shall have the effect as if issued by the *Planning, Zoning & Subdivision Administrator*. The *Planning, Zoning & Subdivision Administrator*, or designee may enter any building, structure, or premises as provided by law, to perform any duty imposed upon him/her by this Ordinance.

23.2-2 Conflict of Interest. Administrative staff, including the *Planning, Zoning & Subdivision Administrator*, shall not make a final decision on an administrative decision required by this Ordinance if the outcome of that decision would have a direct, substantial, and readily identifiable impact on the staff member or if the applicant or other person subject to that decision is a person with whom the member has a close familial, business, or other associational relationship per G.S. 160D-109(c).

23.2-3 Oath of Office. The person designated as the *Planning, Zoning & Subdivision Administrator* shall take and subscribe the oath of office prescribed in Article VI, § 7 of the Constitution as stipulated in G.S.160A-61.

23.2-4 General Duties. The *Planning, Zoning & Subdivision Administrator* shall:  
(A.) establish and publish application procedures for permits, appeals, and actions

- pursuant to this Ordinance and forms implementing the same;
- (B.) issue permits and certificates pursuant to this Ordinance;
  - (C.) review and approve all development plans and permit applications to assure the requirements of this Ordinance have been satisfied;
  - (D.) make determinations and interpret the applicability of the provisions of this Ordinance in matters where the text does not clearly provide guidance;
  - (E.) maintain all records pertaining to the provisions of this Ordinance in their office(s) and make said records open for public inspection;
  - (F.) periodically inspect properties and activities for which permits have been issued to determine whether the use(s) is being conducted in accordance with the provisions of this Ordinance per G.S.160D-403(e);
  - (G.) cause to be investigated violations of this Ordinance;
  - (H.) enforce the provisions of this Ordinance;
  - (I.) issue notice of corrective action(s) when required;
  - (J.) use the remedies provided in this Ordinance to gain compliance;
  - (K.) be authorized to gather evidence in support of said activities;
  - (L.) receive appeals and forward cases to the appropriate body; and
  - (M.) perform other duties as may be assigned by the ~~Town Board of Aldermen~~ **Town Manager** and/or the *Planning Board*.

### 23.3 Violations

Any of the following shall be a violation of this Ordinance and shall be subject to the enforcement remedies and penalties provided by this Article and G.S.160D-404.

- 23.3-1 Development Without Permit. To engage in any development, use, construction, remodeling, or other activity of any nature upon the land or improvements thereon subject to the jurisdiction of this Ordinance without all required permits, certificates, or other forms of authorization as set forth in this Ordinance.
- 23.3-2 Development Inconsistent with Permit. To engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with any approved plan, permit, certificate, or other form of authorization granted for such activity.
- 23.3-3 Violation by Act or Omission. To violate, by act or omission, any term, variance or waiver, condition, or qualification placed by the Town Board of Aldermen or its agent boards upon any required permit, certificate, or other form of authorization for the use, development, or other activity upon land or improvements thereon.
- 23.3-4 Use in Violation. To erect, construct, reconstruct, alter, repair, convert, maintain, or use any building or structure or to use any land in violation or contravention of this Ordinance, or any other regulation made under the authority conferred thereby.

23.3-5 Subdivide in Violation. To subdivide land in violation of this Ordinance or transfer or sell land by reference to, exhibition of, or any other use of a plat or map showing a subdivision of the land before the plat or map has been properly approved under this Ordinance and recorded in the Office of the Register of Deeds of Rowan County. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land does not exempt the transaction from violation of this Ordinance.

23.3-6 Continuing Violations. Each day's violation of any provision of this Ordinance is a separate and distinct offense.

**23.4 Enforcement Intent**

It is the intention of this Ordinance, unless otherwise provided, that all questions arising in connection with the enforcement of this Ordinance shall be presented first to the **Town Manager or Planning, Zoning & Subdivision Administrator** and that such questions shall be presented to the Board of Adjustment only on appeal from a written determination made by the **Town Manager or Planning, Zoning & Subdivision Administrator** and in accordance with Article 6 of this Ordinance. An appeal from the decision of the Board of Adjustment shall be by proceedings in the nature of certiorari to the Superior Court of Rowan County as provided by law and in accordance with Article 6 of this Ordinance.

**23.5 Enforcement Procedure**

When the *Planning, Zoning & Subdivision Administrator* and/or a duly authorized agent finds a violation of this Ordinance, it shall be their duty to notify the owner or occupant of the land, building, structure, sign, or use of the violation. The owner or occupant shall immediately remedy the violation.

23.5-1 Notice of Violation. If the owner or occupant of the land, building, sign, structure, or use in violation fails to take prompt corrective action, the *Planning, Zoning & Subdivision Administrator* shall give the holder of the development approval, landowner, person undertaking the work activity, or occupant written notice, by first class mail, email, general delivery mail, certified or registered mail to their last known address, or by personal service, by posting notice of the violation conspicuously on the property, or in accordance with Rule 4 of the North Carolina Rules of Civil Procedure. The notice of violation shall include, but not be limited to:

- (A.) that the land, building, sign, structure, or use is in violation of this Ordinance;
- (B.) the nature of the violation, and citation of the section of this ordinance violated;
- (C.) the measures necessary to remedy the violation;
- (D.) the opportunity to cure the violation within a prescribed period of time.

23.5-2 Extension of Time to Remedy. Upon receipt of a written request from the alleged violator or the property owner for an extension of time to remedy or correct the violation, the **Town Manager or Planning, Zoning & Subdivision Administrator** or other Town official charged with the duty of enforcing the regulations(s) being violated may grant a single extension of time, not to exceed a period of 30 calendar days, in which the alleged violator may cure or correct the violation before the Town pursues enforcement action as provided for in this section.

23.5-3 Appeal. Any owner or occupant who has received a Notice of Violation may appeal in writing the written determination of the **Town Manager or Planning, Zoning & Subdivision Administrator** to the Board of Adjustment (unless this Ordinance has specified that another board shall hear the appeal of the violation) within thirty (30) days following receipt of the Administrator’s written determination in accordance with Section 6.2-6 of this Ordinance. The Board of Adjustment, or other designated board, shall hear an appeal within thirty-six (36) days of the date of submittal of a complete application, and it may affirm, modify, or revoke the Notice of Violation. In the absence of an appeal, the *remedies and penalties sought by the Planning, Zoning & Subdivision Administrator* in the Notice of Violation shall be final. Notice of such hearing shall be provided as required by Sections 6.1-4(B) and 6.1-4(C) of this Ordinance.

23.5-4 Order of Corrective Action. If, upon a hearing held pursuant to an appeal as prescribed above, the Board of Adjustment shall find that the owner or occupant is in violation of this Ordinance, the Board of Adjustment shall make an order in writing to the owner or occupant affirming the violation and ordering compliance.

23.5-5 Failure to Comply with an Order. *If the owner or occupant of a property fails to comply with a Notice of Violation from which no appeal has been taken, or an Order of Corrective Action following an appeal, the owner or occupant shall be subject to such remedies and penalties as may be provided for by G.S.160D-404 and Section 23.6 (Remedies) of this Article. If the owner or occupant fails to comply with the remedies and penalties prescribed, enforcement shall be sought through an order of a court of competent jurisdiction.*

**23.6 Remedies**

Any one or all of the following procedures may be used to enforce the provisions of this Ordinance.

23.6-1 Injunction. Any violation of this Ordinance or of any condition, order, or requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.

23.6-2 Civil Penalties. Any person who violates any provisions of this Ordinance shall be subject to the assessment of a civil penalty under the procedures provided in Section

23.7 (Civil Penalties - Assessments and Procedures) of this Ordinance.

23.6-3 Denial of Permit or Certificate. The **Town Manager or Planning, Zoning & Subdivision Administrator** may withhold or deny any permit, certificate, occupancy permit

or other form of authorization on any land, building, sign, structure, or use in which there is an uncorrected violation of a provision of this Ordinance or of a condition or qualification of a permit, certificate, or other authorization previously granted.

23.6-4 Conditional Permit or Temporary Certificate. The **Town Manager or Planning, Zoning & Subdivision Administrator** may condition the authorization of any permit or certificate upon the correction of the deficiency, payment of civil penalties within a specified time, or the posting of a compliance security approved by appropriate governmental authority.

23.6-5 Stop Work Orders. Whenever a building, sign, or structure, or part thereof is being constructed, reconstructed, altered, or repaired in violation of this Ordinance, the **Town Manager or Planning, Zoning & Subdivision Administrator** may order the work to be immediately stopped. The stop work order shall be in writing and directed to the owner, occupant, or person doing the work. The stop work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Such action shall be in accordance with G.S.160D-404(b). Violation of a stop work order regarding any building deemed unsafe shall constitute a Class 1 misdemeanor.

23.6-6 Revocation of Permits. The **Town Manager or Planning, Zoning & Subdivision Administrator** may revoke and require the return of a permit by notifying the permit holder in writing stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any applicable State or local laws, or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable State or local law may also be revoked. (See G.S.160D-403(f) for statutory authorization by law.)

23.6-7 Penalties. Any violation of this Ordinance shall be subject to remedies as provided by G.S.160D-404(c).

**23.7 Civil Penalties – Assessment and Procedures**

23.7-1 Penalties. Any person who violates any provisions of this Ordinance shall be subject to assessment of a civil penalty in the amount prescribed for the first and each successive violation of the same provision. The following penalties are hereby established:

Warning Citation	Correct Violation Within Prescribed Period of Time
First Citation	\$100.00
Second Citation for Same Offense	\$300.00
Third and Subsequent Citations for Same Offense	\$500.00

If the offender fails to pay the civil penalties within fifteen (15) days after having been cited, the Town may recover the penalties and cost of collection, including attorney fees and court costs, as permitted by law in a civil action in the nature of debt. Penalties collected shall be distributed in accordance with applicable law.

23.7-2 Notice. No civil penalty shall be assessed until the person alleged to be in violation has been notified of the violation in accordance with Section 23.5-1 (Notice of Violation). If after receiving a notice of violation under Section 23.5-1, the owner or other violator fails to take corrective action within the prescribed period of time, a civil penalty may be imposed under this Section in the form of a citation. The citation shall be served in the manner of a Notice of Violation. The citation shall state the nature of the violation, the civil penalty to be imposed upon the violator, and shall direct the violator to pay the civil penalty within fifteen (15) days of the date of the notice.

23.7-3 Responsible Parties. The owner or occupant of any land, building, structure, sign, or use of land or part thereof and any architect, builder, contractor, agent, or any other person who participates or acts in concert, assists, directs, creates, or maintains any condition that is in violation of the requirements of this Ordinance may be held responsible for the violation and subject to the civil penalties and remedies herein provided.

23.7-4 Continuing Violation. For each day thereafter, if the violation is not corrected, the violator will be guilty of an additional and separate offense and subject to additional civil penalty.

23.7-5 Demand for Payment. The *Planning, Zoning & Subdivision Administrator*, or designee shall make written demand for payment upon the property owner or the person in violation and shall set forth in detail a description of the violation for which the civil penalty has been imposed.

23.7-6 Nonpayment. If payment is not received or equitable settlement reached within thirty (30) days after demand for payment is made, the matter shall be referred to legal counsel for institution of a civil action in the appropriate division of the General Courts of Justice for recovery of the civil penalty, reasonable attorney fees and court costs. Provided, however, if the civil penalty is not paid within the time prescribed, the **Town Manager or *Planning, Zoning & Subdivision Administrator*** may have a lien for all cost



incurred placed upon the property that is the subject of the violation.

**23.8 Other Powers and Actions**

23.8-1 State and Common Law Remedies. In addition to other enforcement provisions contained in this Article, the Town Board of Aldermen may exercise any and all enforcement powers granted to it by state law or common law.

23.8-2 Previous Enforcement. Nothing in this Ordinance shall prohibit the continuation of previous enforcement actions.

**23.9 Remedies Cumulative and Continuous**

23.9-1 Cumulative Violations. All such remedies provided herein shall be cumulative. To the extent that North Carolina law may limit the availability of a particular remedy set forth herein for a certain violation or a part thereof, such remedy shall remain available for other violations or other parts of the same violation.

23.9-2 Repeat Violations. If an owner or occupant repeats the same violation, on the same parcel, within a five-year period from the date of the initial violation, it shall be considered to be a continuation of the initial violation and shall be subject to additional penalties and remedies.

**23.10 Summary Removal of Signs/Sign Structure; Remove Orders for Signs/Sign Structure**

23.10-1 Summary Removal. Pursuant to G.S.160A-193, the Town shall have the authority to summarily remove, abate, or remedy a sign or sign structure which the Town determines to be dangerous or prejudicial to the public health or safety. The expense of the action shall be paid by the sign owner, or if the sign owner cannot be ascertained, by the property owner, and if not paid, there shall be a lien placed upon the land or premises where the nuisance arose, and it shall be collected as unpaid taxes.

23.10-2 Prohibited Signs a Public Health Nuisance. Pursuant to G.S.160A-193 and G.S.160A-296, any signs or sign structures prohibited by Article 17 of this Ordinance are hereby declared to be a public health nuisance in that they are dangerous or prejudicial to the public health or public safety and the **Town Manager or Planning, Zoning & Subdivision Administrator** shall have the authority to remove summarily the sign and/or sign structure.

23.10-3 Remove Order. The **Town Manager or Planning, Zoning & Subdivision Administrator** shall have the authority to issue a remove order for any sign not repaired or brought into compliance within the time prescribed by a notice of violation. Remove orders shall



be issued to and served upon the sign/sign structure owner, or if the sign/sign structure owner cannot be ascertained, to and upon the property owner by the means set forth in section 23.5-1. The sign or sign structure shall be removed within 30 days after the service of the remove order at the expense of the offender. The remove order shall describe with particularity the location of the sign or sign structure to be removed and the reason(s) for issuance of the remove order, including specific reference to the provisions of Article 17 of this ordinance that have been violated.

23.10-4 Failure to Comply. In the event of failure to comply with the requirements of a remove order, the **Town Manager or Planning, Zoning & Subdivision Administrator** may cause such sign or sign structure to be removed. The sign owner and property owner may be jointly and separately liable for the expense of removal. Notice of the cost of removal shall be served as set forth in section 23.5-1. If said sum is not paid within 30 days thereafter, said sum, together with reasonable attorney fees and court costs, may be collected by the Town in a civil action in the nature of debt, which shall not subject the offender to the penalty provisions of G.S.14-4.



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

**SUBMITTED BY:** Madison Stegall, HR Director/Town Clerk

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Adopting a Policy Prohibiting Pornography on Town Networks and Devices and Consider Approval of Corresponding Resolution 2024-12-9-2**

**DETAILS:**

Consider Approval of Adopting a Policy Prohibiting Pornography on Town Networks and Devices and Consider Approval of Corresponding Resolution 2024-12-9-2. North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the Town of Landis. This policy is intended to comply with all provisions of said statute, and amendments thereto, and any and all regulations promulgated thereunder.



**POLICY PROHIBITING PORNOGRAPHY ON  
TOWN OF LANDIS NETWORKS AND DEVICES**

**Purpose**

North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the Town of Landis. This policy is intended to comply with all provisions of said statute, and amendments thereto, and any and all regulations promulgated thereunder. To the extent any of the provisions of this policy are inconsistent with any of the foregoing, the statute, any regulations, and then this policy shall control in that order. To the extent the aforesaid statute may be amended in the future, this policy shall be deemed amended and shall be interpreted in accordance therewith.

**Definitions**

Device – Any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.

Material – As defined in G.S. 14-190.13.

Network – Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:

- a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.
- b. Internet service.
- c. Internet access.

Pornography – Any material depicting sexual activity.

Public agency – Any of the following:

- a. All State agencies and offices of the members of the Council of State, including all boards, departments, divisions, constituent institutions of The University of North Carolina, community colleges, and other units of government in the executive branch.
- b. Units of local government as defined in G.S. 159-7.
- c. Public authorities as defined in G.S. 159-7.
- d. Public school units as defined in G.S. 115C-5.

Sexual activity – As defined in G.S. 14-190.13.

**Policy**

The Town of Landis prohibits the viewing or maintaining of pornography by its employees, appointees, elected officials, contractors, and volunteers on the Town’s network or devices owned or maintained by the Town.

1. No employees of the Town of Landis, elected officials, or Town appointees shall view, disseminate, or maintain pornography on any computer network owned, leased, maintained, or otherwise controlled by the Town, whether on a Town-owned and maintained device, or a privately owned or controlled device.
2. No employee, elected official, or appointee of the Town shall view, disseminate, or maintain pornography on a device owned, leased, or maintained or otherwise controlled by the Town.
3. Each year, and no later than August 1, to the extent required by law, the Town shall report the information required by law to the State Chief Information Officer.
4. Sections 1 and 2 of this policy shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:
  - a. Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
  - b. Identifying potential security or cybersecurity threats.
  - c. Protecting human life.
  - d. Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.
  - e. Participating in judicial or quasi-judicial proceedings.
  - f. Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina.
  - g. Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employees’ official duties.
5. Any employee, elected official, or appointee of the Town who has pornography on a device owned, leased, maintained or otherwise controlled by the Town shall remove, delete or uninstall the pornography no later than January 1, 2025.
6. Any employee of the Town who violates any provision of this policy shall constitute detrimental personal conduct and shall subject the employee to disciplinary action under the Town’s personnel policy including the possibility of immediate dismissal without further warning or notice in cases where the violation is either knowing or a repeat violation.
7. Any appointee of the Town who violates this policy shall be subject to immediate suspension by the Town Manager and subsequent removal by the Board of Aldermen.

8. Any elected official who violates any provision of this policy shall be subject to censure proceedings.
9. This policy shall also apply to contractors (including but not limited to independent contractors, vendors, and service providers) and volunteers to the Town to the extent that they use any Town network or device, and shall also prohibit the viewing or dissemination of pornography whether or not on a Town network or device when the person is on Town property, serving the Town at a Town-sponsored event, or representing the Town in any capacity. In any such case, such person and/or the applicable contract may be immediately suspended and/or terminated without further warning or notice by the Town Manager.



**A RESOLUTION OF THE TOWN BOARD OF ALDERMEN OF THE TOWN OF LANDIS, NORTH CAROLINA, TO ADOPT A POLICY PROHIBITING PORNOGRAPHY ON TOWN NETWORKS AND DEVICES**

**WHEREAS,** the Town of Landis is committed to maintaining a professional and respectful work environment for its employees, appointees, elected officials, contractors, and volunteers; and

**WHEREAS,** North Carolina General Statute §143-805 requires public agencies to establish policies governing the use of networks and devices controlled by the Town; and

**WHEREAS,** the Town recognizes the importance of adhering to applicable laws and promoting responsible use of its resources; and

**WHEREAS,** the Town of Landis Board of Aldermen seeks to implement a policy that explicitly prohibits the viewing, dissemination, or maintenance of pornography on any Town-owned or controlled network or device; and

**WHEREAS,** the adoption of this policy is intended to foster a safe and productive workplace while ensuring compliance with state regulations; and

**WHEREAS,** the Town of Landis Board of Aldermen acknowledges that this policy will also extend to contractors and volunteers using Town resources, thereby reinforcing the Town’s commitment to ethical standards.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the Town of Landis that the attached "Policy Prohibiting Viewing of Pornography on Town Networks and Devices" is hereby adopted:

**RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS, NORTH CAROLINA, ON THIS THE 9<sup>th</sup> DAY OF DECEMBER 2024.**

\_\_\_\_\_  
Meredith Bare Smith, Mayor

**ATTEST:**

[SEAL]

\_\_\_\_\_  
Madison Stegall, Town Clerk



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Budget Amendment #11 to Increase Fund Balance for the Portion Landis Will Need to Pay for the Kannapolis Waste Water Feasibility Study**

**DETAILS:**

Please consider the approval of Budget Amendment #11 to cover the cost of the Joint Waste Water Feasibility Study with Kannapolis.

Town of Landis, NC  
Budget Amendment #11  
Monday, December 9, 2024

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
20-2000-4999	Fund Balance Appropriated	30,938.00	25,500.00	-	56,438.00
20-2000-5250	Professional Services	37,791.00	25,500.00		63,291.00
			51,000.00	-	51,000.00

To increase fund balance from Fund Balance Appropriated to Professional Services for Landis' half of the waste water treatment feasibility study.

Was presented to the Board of Aldermen and approved on: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_





## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of Budget Amendment #14 to Reallocate Funds to Cover Expenses Created by Hurricane Helene**

**DETAILS:**

Please consider approving Budget Amendment #14 to reallocate funds for expenses incurred from Hurricane Helene. These funds were caused by the Town having to hire a third party to pick up very large tree debris from the side of roadways after the storm.

Town of Landis, NC  
Budget Amendment #14  
Monday, December 9, 2024

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
10-0000-4999	Fund Balance Appropriation	1,042,174.00	-	10,000.00	1,032,174.00
10-5300-5250	Professional Services	2,000.00	10,000.00		12,000.00
			10,000.00	10,000.00	-

To reallocate funds to pay for removal of debris from Hurricane Helene.

Was presented to the Board of Aldermen and approved on: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Legislative Hearing

**AGENDA SECTION:** Public Hearing

**SUBJECT:** **Consider Zoning Map Amendment ZMA-2024-12-09 Town-owned parcels on Coldwater Street from CIV to SFR-2**

**DETAILS:**

Legislative Hearing - Consider Zoning Map Amendment ZMA-2024-12-09 Town-owned parcels on Coldwater Street from CIV to SFR-2

- 1. Overview from Staff
- 2. Open Hearing
- 3. Comments by Public
- 4. Close Hearing
- 5. Ordinance #ZMA 2024-12-09

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

Ordinance #ZMA-2024-12-09

**BE IT ORDAINED** by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that the Official Zoning Map of the Landis Development Ordinance be amended in accordance with Article 5 of G.S. 160D as follows:

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

The Board of Aldermen finds that the zoning map amendment to the property of Town of LANDIS, being the owner(s) of the certain land areas hereinafter described as Rowan County Tax Parcel ID 133A103 and 133A105 located between 1000 and 1040 Coldwater Street and further described in Attachment “A” attached hereto, establishing a zoning designation in accordance with G.S. 160D-604(b) of “Single-Family Residential-2” (SFR-2) is consistent with the Town’s 2040 Comprehensive Land Use Plan (the Plan) Future Land Use Map, as required by G.S. 160D-605(a) in that it lies within an area surrounded by residential neighborhood homes designation on both the adopted Future Land Use Map contained within the Plan and the current Official Zoning Map.

**Part 2. Statement of Reasonableness.**

This amendment is reasonable because the subject property allows for the growth and expansion of residential uses supporting the local economic base and work-force needs of the Town for Landis, as required by G.S. 160D-605(b).

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

That Rowan County Tax Parcel ID 133A103 and 133A105 described in Attachment “A” attached hereto shall be designated “Single-Family Residential-2” (SFR-2) on the Official Zoning Map.

**Part 4. Designation of Future Land Use Categories to Subject Properties.**

The Board of Aldermen further ordains the properties consisting of Rowan County Parcel ID 133A103 and 133A105 described in Attachment “A” attached hereto shall be designated in the “Neighborhood” future land use category, in accordance with G.S. 160D-605(a) upon the Future Land Use Map in the Plan.

**Part 5. Effective Date.**

This Ordinance shall be effective immediately upon its adoption.

Adopted this 9<sup>th</sup> day of December 2024.

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

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





# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Legislative Hearing

**AGENDA SECTION:** Public Hearings

**SUBJECT:** **Consider Approval of Master Sign Plan for First Reformed Church of Landis**

**DETAILS:**

Legislative Hearing - Consider Master Sign Plan for First Reformed Church of Landis

- 1. Overview from Staff including Planning Board Recommendation
- 2. Open Hearing
- 3. Comments by Public
- 4. Close Hearing
- 5. Action to authorize Planning, Zoning & Subdivision Administrator to issue permit

# Master Sign Plan – Town of Landis NC – First Reformed Church

- Specified area of town – area bordered by N. Chapel Street, E. Blume Street, N. Central Avenue and E. Garden Street within the Town of Landis NC.
- Includes non-residential monument signs, flat (or wall) signs and non-residential directional signs of multiple sizes, locations, placements and heights.
- Purpose - this Master Sign Plan allows creativity in sign design and placement to address site issues and constraints associated with topography, pedestrian-orientation, wayfinding/directional/directory and other conditions unique to the First Reformed Church property.
- Application - First Reformed Church is an institutional property containing four+ acres in area.
- Owner – First Reformed Church
- Contact – Doug Pierce, Member-Manager, Innovative Signs & Graphics, 1145A St. Mark’s Church Road, Burlington NC 27215; 336.538.1825.
- How proposed signage plan differs from what could be provided under the existing sign regulations:
  - (1) non-residential monument sign will be located WITHIN the required sight triangle (closer to the street corner) instead of OUTSIDE of it.
  - (1) non-residential monument sign will have a sign copy area of 59sf vs the sign code requirement of 48sf.
- Why the existing sign code cannot or should not be followed in the subject case:
  - on-street parking and congestion during church events limit visibility of the non-residential monument sign if it were to be located outside of the sight triangle at the exact time the signage is most needed, thus necessitating the non-residential monument sign be moved closer to the street corner and located within the sight triangle.
  - the on-street parking and congestion within the area necessitate the need for the text to be slightly larger than the 48 square feet allowed by the sign code (59 sf vs 48 sf).
  - movement of the sign closer to the street corner will promote a more attractive and functional design and placement of the sign.
  - movement of the sign closer to the street corner utilizes the slightly higher ground elevation to improve the overall sign visibility and appearance of the sign.
  - Proposed landscaping around the non-residential monument sign will establish and promote enhanced community character in the area.
  - The proposed signage will promote the integration of the signage with the architectural characteristics and aesthetic quality of the Church’s and Town’s development.
- Review Considerations:
  - Extent to which the proposed Master Sign Plan deviates from the code? [Extremely limited]
  - Rational provided for the deviations. [Numerous and Sound]
  - Extent to which the proposed Master Sign Plan promotes town goals associated with town character, wayfinding, pedestrian-orientation and business identification. [Spot on]
  - Degree to which the Master Sign Plan creatively and effectively addresses the issues and constraints unique to the site with regard to signage. [Again, spot on]

Site Location Map



Section 3, Item 3.2

First Reformed Church  
210 N. Central Ave.  
Landis, NC 28088

**This is a Design Proof only.**

No order has been placed and this initial design has been created to show what the future order could look like. Any additional changes will require a design deposit to be made which may be applied to your future order.

Placement and scale is estimated, to the best of our ability, it is not an exact representation of the final product. The colors you see are only representations of the finished product and may vary from the CMYK output of the printer. If you need exact color, please provide PMS color. Color swatches are available upon request.

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## First Reformed Church - Exterior Signage

Identification (ground mounted) Sign - Non-illuminated

Section 3, Item 3.2

Non-illuminated.

Total Size: 174" w x 82" h

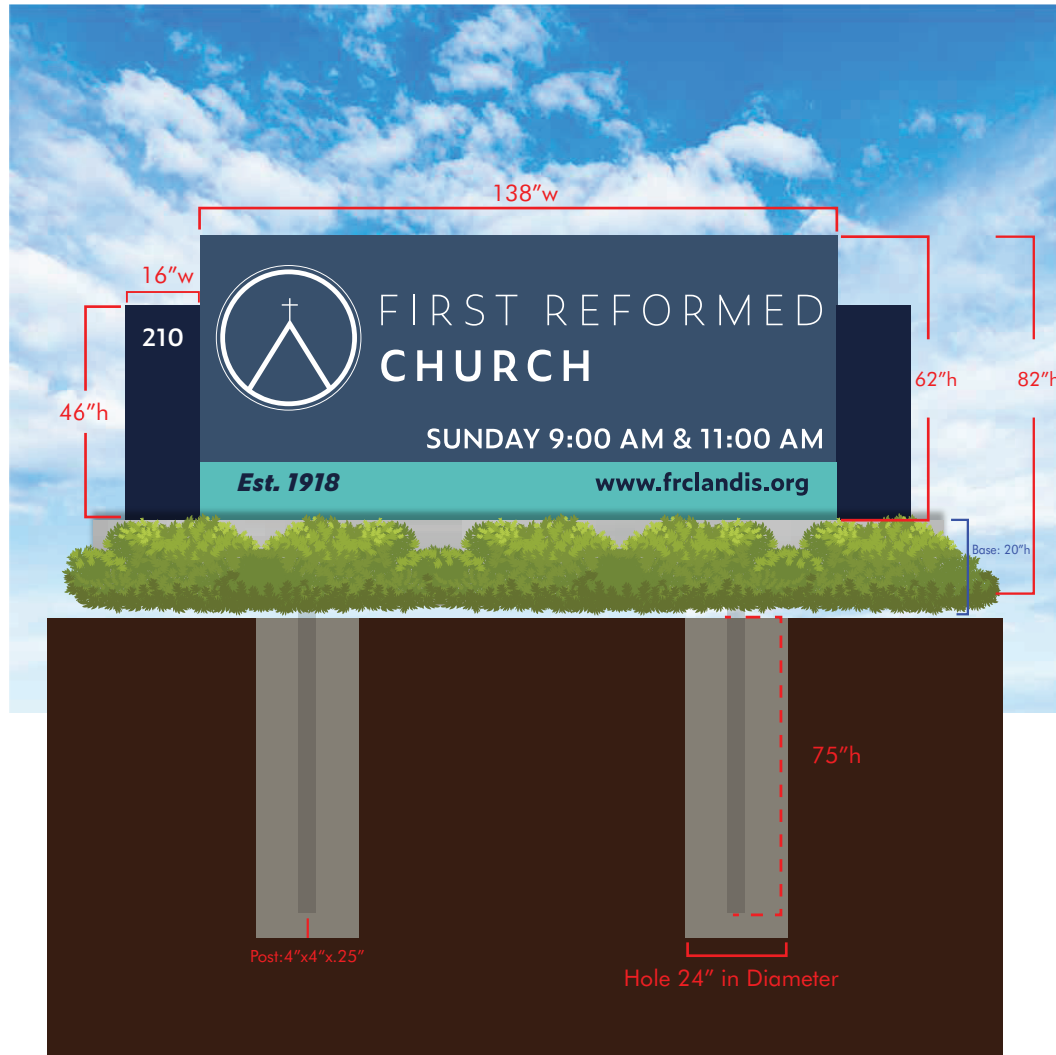
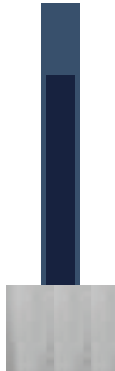
Base: 16" Deep x 174" w x 20" h

Center Section: 12" Deep x 138" w x 62" h

Side Embellishments: 8" Deep x 16" w x 46" h

Square Post: 4" x 4" - 1/4" thick

Address: 1/2" thick acrylic numbers non-illuminated



### Master Sign Plan

First Reformed Church  
210 N. Central Ave.  
Landis, NC 28088

## DESIGN PROOF

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# First Reformed Church - Exterior Signage

Identification (ground mounted) Sign - Non-illuminated

Section 3, Item 3.2

Double Faced. 1/2" Acrylic Dimensional Letters.  
Non-illuminated.  
Total Size: 174" w x 82" h  
Base: 16" Deep x 174" w x 20" h  
Center Section: 12" Deep x 138" w x 62" h  
Side Embellishments: 8" Deep x 16" w x 46" h  
Square Post: 4" x 4" - 1/4" thick  
Address: 1/2" thick acrylic numbers non-illuminated

## Master Sign Plan

First Reformed Church  
210 N. Central Ave.  
Landis, NC 28088



Facing church with E. Garden Rd at your back.



Facing E. Garden Rd. with church at your back.

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## First Reformed Church - Exterior Signage

Parking Directional Signage - 4 Total Signs

Section 3, Item 3.2

### Master Sign Plan

First Reformed Church  
210 N. Central Ave.  
Landis, NC 28088

Non-illuminated.

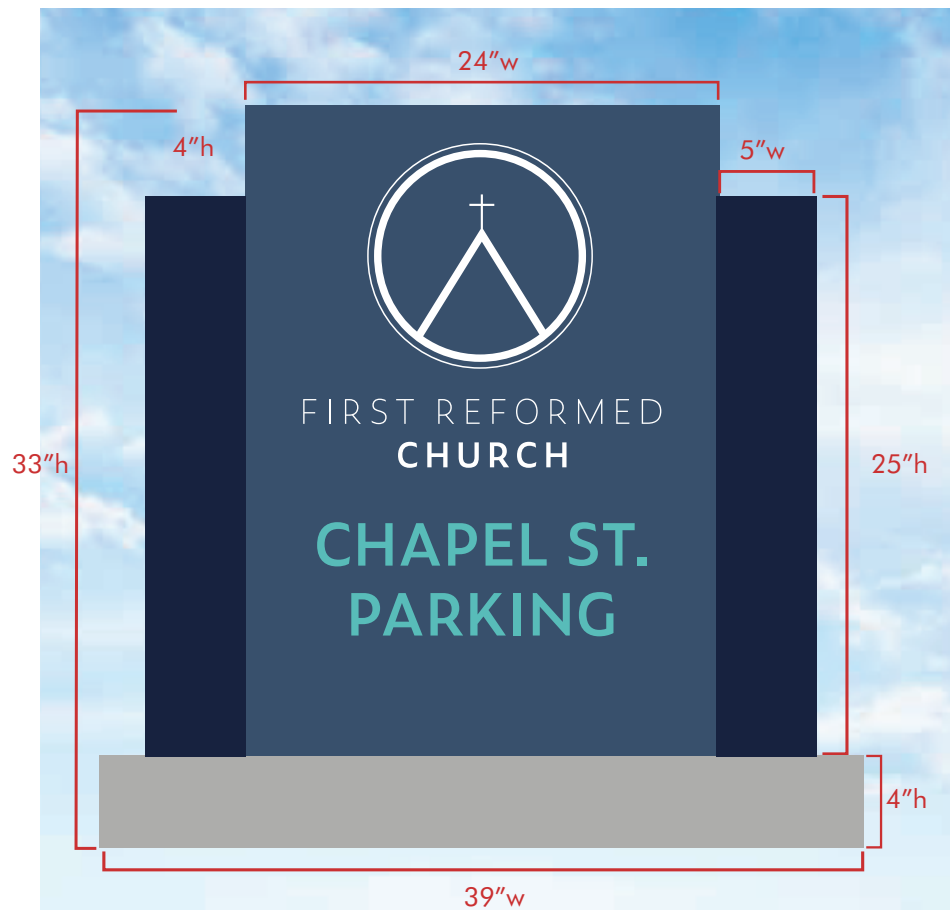
Base: 39" w x 4" h x 8" deep.

Center Cabinet: 24" w x 29" h x 6" deep.

Side Embellishments: 5" w x 25" h x 4" deep.

Round Poles: 3" Aluminum

Vinyl: 3M IJ35C (ISG to Add)



DESIGN PROOF

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# First Reformed Church - Exterior Signage

Parking Directional Signage - 4 Total Signs

### Master Sign Plan

First Reformed Church  
210 N. Central Ave.  
Landis, NC 28088

Non-illuminated.

Base: 39" w x 4" h x 8" deep.

Center Cabinet: 24" w x 29" h x 6" deep.

Side Embellishments: 5" w x 25" h x 4" deep.

Round Poles: 3" Aluminum

Vinyl: 3M IJ35C (ISG to Add)

Sign #2



Sign #3



Sign #4



Sign #5



Sign #2



Sign #4

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## First Reformed Church - Exterior Signage

Office Signage - 1 Total Sign

Aluminum Sign

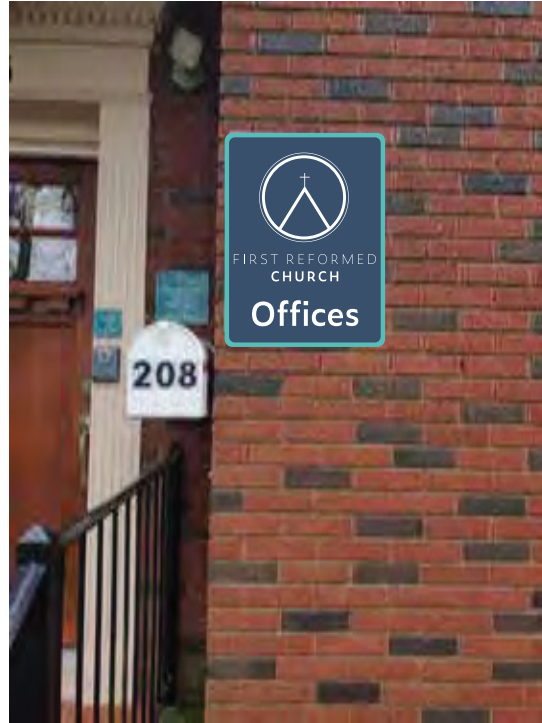
Overall Size: 18" w x 24" h

Non-illuminated.

ISG to supply.

### Master Sign Plan

First Reformed Church  
210 N. Central Ave.  
Landis, NC 28088



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## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Ordinances/Resolutions

**SUBJECT:** **Consider Approval of the Resolution And Subsequent Capital Project Ordinance of Tentative Award for Construction of the Mount Moriah Church Road - North Main Street Waterline Replacements to B.R.S., Inc. (Project 25-04)**

**DETAILS:**

Please consider the approval of the Resolution of Tentative Award for Construction of the Mount Moriah Church Road - North Main Street Waterline replacement to B.R.S., Inc. Since only one bid was received at the first bid opening, it was returned to the bidder and another advertisement was placed for a second bid. At the second bid opening there were two sealed bids received by the Town Clerks office and are as follows, B.R.S., Inc. in the amount of \$2,931,777.30 and State Utility Contractors, Inc. in the amount of \$4,225,023.00. The Town staff makes the recommendation to award the contract to B.R.S., Inc. in the amount of \$2,931,777.30.



**RESOLUTION OF TENTATIVE AWARD**

**WHEREAS**, the **Town of Landis**, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **Mount Moriah Church Road – North Main Street Waterline Replacements** (SRP-D-ARP-00117 / 25-04) and

**WHEREAS**, Town Staff and Municipal Engineering, Inc. (consulting engineers) have reviewed the bids; and

**WHEREAS**, B.R.S, Inc. was the lowest bidder for total bid of \$2,931,777.30; and

**WHEREAS**, B.R.S, Inc. negotiated in good faith to reduce the cost by reducing the scope of work to the West Ryder Avenue waterline and the western ±2,800 feet of the Mount Moriah Church Road waterline, leading to a reduced price of \$1,723,118.70; and

**WHEREAS**, the consulting engineers recommend **TENTATIVE AWARD** to the lowest responsive and responsible bidder, and

**NOW, THEREFORE, BE IT RESOLVED** that **TENTATIVE AWARD** is made to the lowest bidder for the in the Total Revised Amount of \$1,723,118.70.

**BE IT FURTHER RESOLVED** that such **TENTATIVE AWARD** be contingent upon the approval by the North Carolina Department of Environmental Quality, Division of Water Infrastructure of the project scope and funding.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the above RESOLUTION was duly adopted.

This is 9th day of December, 2024.

\_\_\_\_\_  
Meredith Bare Smith, Mayor

**ATTEST:**

\_\_\_\_\_  
Madison Stegall, Town Clerk



## CAPITAL PROJECT ORDINANCE

### Water System Improvements / Mount Moriah Church Road / North Main Street Waterlines 25-04

**BE IT ORDAINED** by the Town of Landis Board of Aldermen that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1:** The project authorized is the Landis *Water System Improvements / Mount Moriah Church Road / North Main Street Waterlines* to be funded by American Rescue Plan Earmarks (SRP-D-ARP-0117).

**Section 2:** The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein. This is a project length budget wherein the Capital Project Fund will remain operational for the term of this project

**Section 3:** The following expenditure amounts are appropriated for the project:

B.R.S., Inc.	\$ 1,723,118.70
Construction Contingency (five percent)	\$ 86,155.94
Funding Closing Fee ()	\$ 0.00
Project Management	\$ 10,000.00
Survey and Base Mapping	\$ 15,000.00
Engineering Report	\$ 15,000.00
Engineering Design (includes Geotech)	\$ 100,000.00
Permitting and Approvals	\$ 8,000.00
Bid & Award Phase Services	\$ 10,000.00
Grant / Loan Administration	\$ 10,000.00
Construction Administration	\$ 45,000.00
Construction Observation	\$ 120,000.00
<b>Total Project Costs</b>	<b>\$ 2,142,274.64</b>

**Section 4:** The following financing source is anticipated to be available to complete this project:

Second Reallocation from the South Upright Basin	\$ 21,774.64
Sewer Rehab project (SRP-W-ARP-0184)	
American Rescue Plan (SRP-D-ARP-0117)	\$ 2,120,500.00
<b>Total</b>	<b>\$ 2,142,274.64</b>

**Section 5:** The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and the federal regulations. The terms of the bond resolution also shall be met.

**Section 6:** Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the funding agency in an orderly and timely manner.

**Section 7:** The Finance Director is directed to report, on a quarterly basis, on the financial status of each Project element in Section 3 and on the total grant/loan revenues received or claimed.



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

**Section 9:** Copies of this Capital Project Ordinance shall be furnished by the Clerk to the Governing Board, to the Town Manager and the Finance Director for direction in carrying out this project.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the above Ordinance was duly adopted. this 9th day of December 2024

\_\_\_\_\_  
Meredith Bare Smith, Mayor

Attest:

\_\_\_\_\_  
Madison Stegall, Town Clerk

(Seal)



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Ordinance

**AGENDA SECTION:** Ordinances/Resolutions

**SUBJECT:** **Consider Approval of the Amendment to Capital Project Ordinance #GP-2024-08-12-3 for the 100,000 Gallon Water Tank (Project 25-05), And Budget Amendment #13 To Receive The State Grant Funds**

**DETAILS:**

Please consider approval of the amendment to Capital Project Ordinance #GP-2024-08-12-3 to construct the spherical 100,000 gallon water tank at the current Town Public Works Facility.

Please also consider approving Budget Amendment #13 to receive the funding from American Rescue Plan Earmarks (SRP-D-ARP-0201) for this project.



**CAPITAL PROJECT 25-05 ORDINANCE**  
**100,000-Gallon Elevated Water Storage Tank**

**BE IT ORDAINED** by the Town of Landis Board of Aldermen that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, Grant Project Ordinance #GP-2024-08-12-3 (*GRANT PROEJCT ORDINANCE: State ARPA Funds Grant for Elevated Water Tank*) is hereby adopted as amended below:

**Section 1:** The project authorized is the Landis 100,000-Gallon Elevated Water Storage Tank to be funded by American Rescue Plan Earmarks (SRP-D-ARP-0201).

**Section 2:** The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein. This is a project length budget wherein the Capital Project Fund will remain operational for the term of this project

**Section 3:** The following expenditure amounts are appropriated for the project:

Maguire Iron, Inc.	\$ 1,725,000.00
Construction Contingency (five percent)	\$ 86,250.00
Funding Closing Fee (not needed)	\$ 0.00
Project Management	\$ 10,000.00
Survey and Base Mapping	\$ 5,000.00
Engineering Report (not needed)	\$ 0.00
Engineering Design (includes Geotech)	\$ 100,000.00
Permitting	\$ 10,000.00
Bid & Award Phase Services	\$ 10,000.00
Grant / Loan Administration	\$ 15,000.00
Construction Administration	\$ 50,000.00
Construction Observation	\$ 131,000.00
<b>Total Project Costs</b>	<b>\$ 2,142,250.00</b>

**Section 4:** The following financing source is anticipated to be available to complete this project:

American Rescue Plan Earmark (SRP-D-ARP-0201) per Funding Offer Modification dated 10 October 2024	\$ 2,142,250.00
<b>Total</b>	<b>\$ 2,142,250.00</b>

**Section 5:** The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and the federal regulations. The terms of the bond resolution also shall be met.

**Section 6:** Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the funding agency in an orderly and timely manner.

**Section 7:** The Finance Director is directed to report, on a quarterly basis, on the financial status of each Project element in Section 3 and on the total grant/loan revenues received or claimed.

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

**Section 9:** Copies of this Capital Project Ordinance shall be furnished by the Clerk to the Governing Board, to the Town Manager, and the Finance Director for direction in carrying out this project.

Duly adopted this 9th day of December 2024.

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Meredith Bare Smith, Mayor

**ATTEST:**

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Madison Stegall, Town Clerk

Town of Landis, NC  
Budget Amendment #13  
Monday, December 9, 2024

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
20-1000-4097	Grants Received	4,587,500.00	2,142,250.00	-	6,729,750.00
20-1000-5500	Grant Expenses	2,562,500.00	2,142,250.00		4,704,750.00
			4,284,500.00	-	

To receive a grant funded by American Rescue Plan Earmarks (SRP-D-ARP-0201) for the construction of a 100,000-Gallon Elevated Water Storage Tank. Project #25-05.

Was presented to the Board of Aldermen and approved on: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Resolution

**AGENDA SECTION:** Ordinances/Resolutions

**SUBJECT:** **Consider Approval of the Resolution And Subsequent Capital Project Ordinance Accepting Funding for the Patterson Road / Flat Rock Road Waterline (Project 25-07), And Budget Amendment #12 To Receive The State Grant Funds**

**DETAILS:**

Please consider the approval of the resolution accepting funding for the Patterson Road / Flat Rock Road Waterline Project (Project 25-07). The North Carolina Department of Environmental Quality has approved the 2023 Appropriations Act funding in the amount of \$2,462,500 for this project.

Please also consider approving Budget Amendment #12 to receive a directed project grant from the 2023 Appropriation Act, Session Law 2023-134, through the NC Senate, and NC House of Representatives.



**RESOLUTION ACCEPTING FUNDING**  
**Patterson Road / Flat Rock Road Waterline**  
**DWI Funding #SRP-D-134-0003**  
**Town of Landis Project #25-07**

**WHEREAS,** the Town of Landis has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$2,462,500 to perform work detailed in the submitted application, and

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

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

That the Town of Landis does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$2,462,500.

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

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

Duly adopted this 9<sup>th</sup> day of December 2024

\_\_\_\_\_  
Meredith Bare Smith, Mayor

{SEAL}

**ATTEST:**

\_\_\_\_\_  
Madison Stegall, Town Clerk

Town of Landis, NC  
Budget Amendment #12  
Monday, December 9, 2024

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
20-1000-4097	Grants Received	2,125,000.00	2,462,500.00	-	4,587,500.00
20-1000-5500	Grant Expenses	100,000.00	2,462,500.00		2,562,500.00
			4,925,000.00	-	4,925,000.00

To receive a Directed Projects Grant from the 2023 Appropriations Act, Session Law 2023-134, through the North Carolina Department of Environmental Quality for the Patterson Road/Flat Rock Road Waterline, project #25-07.

Was presented to the Board of Aldermen and approved on: \_\_\_\_\_ Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_





## CAPITAL PROJECT ORDINANCE

**Patterson Road / Flat Rock Road Waterline**

**DWI Funding #SRP-D-134-0003**

**Town of Landis Project #25-07**

**BE IT ORDAINED** by the Town of Landis Board of Aldermen that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1:** The project authorized is the Patterson Road / Flat Rock Road Waterline to be funded by S.L. 2023-134 Appropriations Act Direct Project Earmark (SRP-D-134-0003).

**Section 2:** The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein. This is a project length budget wherein the Capital Project Fund will remain operational for the term of this project

**Section 3:** The following expenditure amounts are appropriated for the project:

Expected Construction Contract Value	\$1,879,459.09
Ten Percent Contingency	\$187,945.91
Project Management	\$15,000
Design Survey and Base Mapping	\$36,000
Engineering Design	\$125,000
Permitting and Approvals	\$12,000
Bidding	\$10,000
Construction Administration	\$50,000
Construction Observation	\$132,095
Grant Administration	\$15,000
<b>Total</b>	<b>\$2,462,500</b>

**Section 4:** The following financing source is anticipated to be available to complete this project:

S.L. 2023-134 Appropriations Act Direct Project Earmark (SRP-D-134-0003)	\$2,462,500
<b>Total</b>	<b>\$2,462,500</b>

**Section 5:** The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and the federal regulations. The terms of the bond resolution also shall be met.

**Section 6:** Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the funding agency in an orderly and timely manner.

**Section 7:** The Finance Director is directed to report, on a quarterly basis, on the financial status of each Project element in Section 3 and on the total grant/loan revenues received or claimed.

**Section 8:** The Town Manager and Budget Officer is directed to include a detailed analysis of past and future costs and revenues related to this capital project in every budget submission made to this Board. Section 5, Item 5.3

**Section 9:** Copies of this Capital Project Ordinance shall be furnished by the Clerk to the Governing Board, to the Town Manager, and the Finance Director for direction in carrying out this project.

Duly adopted this 9th day of December 2024

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Meredith Bare Smith, Mayor

**ATTEST:**

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Madison Stegall, Town Clerk



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of a Digital Filing System for all Town Records**

**DETAILS:**

Consider approval of a new data capture software that will allow the Town to move forward with going paperless. This project was originally approved, and awarded to Image Director in December 2023, however; staff have since worked with this vendor, and they are unable to deliver the services we need in the product. The other vendor that submitted a bid in December 2023 was MCCI-Laserfiche. This Laserfiche software will allow for all forms, and accounting records, to be recorded digitally which will alleviate citizens having to print off their forms and then scan them back into the office. This will also allow for all paperwork to be digitally filed, which will alleviate our vault area, and keep our files secure. Town Staff have worked with this vendor over the last month ensuring that this product will meet our expectations, and ensure this product can "go live" within two months. I make the recommendation to award the project to Laserfiche in the amount of \$25,075, which was comparable to Image Director; therefore, a budget amendment isn't required. Additionally, there will be a \$9,030.00 reoccurring expense for this service that is being calculated into the budget due to savings on multiple contracts.

This Master Services Agreement No. 40798 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

**1. Scope of Service**

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

**2. Fees**

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

**3. Invoicing and Payment**

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (“**Recurring Services**”) will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

**4. Term, Termination, and Cancellation**

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party’s receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party’s creditors (a “**Bankruptcy Event**”), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client’s governing body fails to appropriate sufficient funds to make payments due and to become due during Client’s next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client’s then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

**5. Working Arrangements**

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client’s personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

**6. Company Personnel**

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen’s compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees “**Personnel**”). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company’s fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

## 7. **Non-Solicitation**

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

## 8. **Confidential Information**

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

**"Confidential Information"** means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

## 9. **Intellectual Property**

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

## 10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

## 11. Warranty

### (a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

### (b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

### (c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

## 12. Indemnification and Limitation of Liability

### (a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

### (b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client’s rights, including, without limitation, those in its intellectual property); and (iii) at Company’s cost, all reasonable assistance.

### (c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 11. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

**13. Insurance**

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

**14. Notices**

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCI, LLC	Town of Landis
3717 Apalachee Parkway	312 S. Main Street
Suite 201	Landis, NC 28088
Tallahassee, FL 32311	Attn: Michael Ambrose
Attn: Legal Department	Email: <a href="mailto:mambrose@townoflandisnc.gov">mambrose@townoflandisnc.gov</a>
Email: <a href="mailto:legal@mccinnovations.com">legal@mccinnovations.com</a>	

**15. Miscellaneous**

**(a) Third-Party EULA (End User License Agreement) Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

**(b) Use of Open-Source Code.**

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

**(c) Client Software Customizations.**

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

**(d) Company Software Configuration Services.**

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.



**(e) Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

**(f) Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

**(g) Excluded Parties List.**

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**(h) Boycotts.**

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

**(i) E-Verify**

Company uses E-Verify to verify the work authorization of all newly hired employees.

**(j) Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

**(k) Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

**(l) Assignment.**

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

**(m) Modification.**

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

**(n) Provisions Severable.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

**(o) Dispute Resolution.**

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

**(p) Interpretation.**

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

**(q) Publicity.**

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

**(r) Entire Agreement.**

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

**(s) Counterparts.**

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**(t) Governing Law.**

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

**(u) Survival.**

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

**(v) Bench Trial.**

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

**(w) No Class Actions.**

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**(x) Limitation Period.**

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**MCCi, LLC**

**TOWN OF LANDIS ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

312 S. MAIN STREET  
LANDIS, NC 28088

**INITIAL LASERFICHE CLOUD SITE LICENSE ORDER**

Pursuant to Master Services Agreement No. 40798 ("**Agreement**"):

This Initial Laserfiche Cloud Site License Order, designated as Addendum No. 1, is entered into as of \_\_\_\_\_, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

**MCCi, LLC**

**TOWN OF LANDIS ("Client")**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311  
 850.701.0725  
 850.564.7496 fax

**Bill /Ship to:** Michael Ambrose  
[mambrose@townoflandisnc.gov](mailto:mambrose@townoflandisnc.gov)  
**cc AP Contact:** [mambrose@townoflandisnc.gov](mailto:mambrose@townoflandisnc.gov)  
**Cloud Admin:** Michael Ambrose  
[mambrose@townoflandisnc.gov](mailto:mambrose@townoflandisnc.gov)

**Client Name:** Town of Landis  
**Client Address:** 312 S. Main Street, Landis, NC 28088  
**Quote Number:** 34048  
**Order Type:** Net New

**Quote Date:** November 20, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<b><u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u></b>			
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,255.00	\$3,255.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*
<b><i>Laserfiche Annual Recurring Subscription Subtotal</i></b>			<b>\$3,255.00</b>
<b><u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u></b>			
<input checked="" type="checkbox"/> MCCi Process Administration Support Services for Laserfiche (MPASS) <i>Client needs are estimated based on the current components provided herein: up to 25 hours that will expire at the end of your renewal term.</i>	1	\$4,725.00	\$4,725.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$600.00
<b><i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i></b>			<b>\$5,775.00</b>
<b>GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION</b>			<b>\$9,030.00</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<b>MCCi SERVICE PACKAGES</b>			
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration	1	\$8,100.00	\$8,100.00
<input checked="" type="checkbox"/> Laserfiche Quick Fields Basic Configuration Package	1	\$3,375.00	\$3,375.00
<input checked="" type="checkbox"/> Laserfiche User Overview Training	1	\$500.00	\$500.00
<input checked="" type="checkbox"/> Implementation Management	1	\$5,850.00	\$5,850.00
<b>Service Packages Subtotal</b>			<b>\$17,825.00</b>
<input checked="" type="checkbox"/> <b>One-Time Services Discount</b>			<b>(\$1,625.00)</b>
<b>GRAND TOTAL - ONE-TIME SERVICES</b>			<b>\$16,200.00</b>
<input checked="" type="checkbox"/> <b>MCCi One-Time Discount - Site License</b>			<b>(\$155.00)</b>
<b>TOTAL LASERFICHE PROJECT COST</b>			<b>\$25,075.00</b>

*\*Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

**All Quotes Expire 30 Days from Quote Date**

**This is NOT an invoice. Please use this confirmation to initiate Client’s purchasing process.**

**RECURRING SERVICES**

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

**SALES TAX**

Sales tax will be invoiced where applicable and is not included in the fee quote above.

**SERVICES**

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.

# PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
<b>All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3<sup>rd</sup> party manufacturer products are subject to each manufacturer’s current policy.

# BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
<b>All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services</b>	<ul style="list-style-type: none"> <li>▪ <b>Initial Sale:</b> Upon delivery of software or activation of the subscription</li> <li>▪ <b>Annual Renewal:</b> 75 days in advance of expiration date</li> </ul>
<b>Service Packages</b>	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

# SERVICE PACKAGES

## GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.

- **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter “On-Hold” status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

## GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

## GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.



## LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi’s Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client’s organization to archive specified records in a proper format and location that is consistent with Client’s organization’s standards. To execute, MCCi’s team of expert Project Managers and System Engineers will work with Client’s Project Manager to build a Filing Workflow in Client’s Laserfiche environment.

**CLIENT DELIVERABLES**

- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

**MCCI DELIVERABLES**

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

**EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

**ASSUMPTIONS**

- Workflow is already installed and configured.

## LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi’s Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

**CLIENT DELIVERABLES**

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

**MCCI DELIVERABLES**

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

**EXCLUSIONS**

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

**ASSUMPTIONS**

- Client has procured appropriate licensing for Real-Time Lookup.

**LASERFICHE USER OVERVIEW TRAINING**

MCCi’s User Overview Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. This training is specifically designed to provide new Laserfiche Clients with the ability to better understand Laserfiche before the discovery process. Attendees will become familiar with the Laserfiche repository organization best practices, understanding templates and how to search and retrieve existing content. Training is conducted on the web-based client and your trainer can emphasize certain topics listed below.

- User Navigation
- Search & Retrieval
- Metadata
- Import Options
- Repository Organization
- Export Options
- Brief RME Review (If Applicable)

**MCCI DELIVERABLES**

- Provide one (1) training session for 1.5 hours (90 Min)
- Provide Laserfiche Overview Training on MCCi Environment
- Provide training for up to fifteen (15) users per session

**ASSUMPTIONS**

- Training will be provided remotely on a MCCi Environment
- This is intended to occur prior to discovery to assist in the effectiveness of solution design
- This is not a replacement for Laserfiche End User Training
- The client will not have hands-on access to a Laserfiche environment

**EXCLUSIONS**

- MCCi is not responsible for customizing training materials for the client.

**IMPLEMENTATION MANAGEMENT PACKAGE**

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

**MCCI DELIVERABLES**

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met

Budgeting and Resource Management

## SUPPLEMENTAL SUPPORT PACKAGES

As Client’s first-tier solution provider, MCCi provides multiple options for technical support. Client’s annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi’s Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client’s annual renewal. MMSS pricing for the advanced block of hours is based on MCCi’s Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi’s Application Support Analyst hourly rate discounted by 10%.

### LASERFICHE

Description	MCCi’s Managed Support Services	MCCi’s Process Administration Support Services	
	MMSS	MPASS	MPASS2
Easy access to MCCi’s team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)*	■	■	■
Remote access support through web conferencing service *	■	■	■
Access to product update version and hotfixes (Client Download)*	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client’s request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client’s request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client’s Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*			■

\* Client’s Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

\* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

\*\* **Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

**CLIENT RESPONSIBILITIES (All Packages)**

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client’s solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

**SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS**

**ADDITIONAL REMOTE TRAINING**

Additional web-based training is conducted to train new users or as refresher training for existing users.

**ADDITIONAL SYSTEM SETTINGS CONSULTATION**

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

**REMOTE IMPLEMENTATION OF VERSION UPDATES**

While Client’s renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client’s service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client’s specific configurations, major software upgrades may or may not be covered and should be discussed with Client’s Account Management Team.

**ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client’s system to review how Client’s organization uses Client’s solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

**LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

**LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

**CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client’s business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

**MAINTENANCE OF MCCi PACKAGED SOLUTION:** MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

**CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

**BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

**ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

**DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

**SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

**ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

**INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

**MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

**ABILITY TO SCHEDULE AFTER-HOURS UPGRADES**

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

**BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

**BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

## THE TRAINING CENTER FOR LASERFICHE\*

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

### BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

*\*The Training Center subscription gate is based on Laserfiche user counts*

## SERVICE LEVEL AGREEMENT (SLA)\*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

*\*Full SLA document is available upon request*

*[remainder of page left intentionally blank]*

# MCCi ASSUMPTIONS

## TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email ([support@mccinnovations.com](mailto:support@mccinnovations.com)), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

### TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

### SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

## RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

## LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

## PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

## CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

## CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

## FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

## WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure



any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

*[remainder of page intentionally left blank]*

# LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

## REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

## LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

## LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

### ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

### POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than 4 months may not be permissible due to the timing of renewal invoicing).

### LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).

- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
<b>30+ days before the renewal date</b>	No Fee
<b>1-30 days before or on the renewal date</b>	10% Cancellation Fee
<b>1-30 days after the renewal date</b>	50% Cancellation Fee
<b>30+ days after the renewal date</b>	Non-Refundable

**OVERAGE FEES FOR DATA STORAGE/BANDWIDTH**

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

**DATA RESTORATION SERVICES**

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

**LASERFICHE SOLUTION PROVIDER OF RECORD**

As Client’s current Solution Provider of Record, Laserfiche’s policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client’s support account, along with the ability to process subscription renewals and initiate additional purchases on Client’s behalf. Unless Client decides to cancel Client’s contract with MCCi or work with Laserfiche to formally change Client’s Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of 2025 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)**

**DETAILS:**

Each year the North Carolina Department of Transportation (NCDOT) requires the CRMPO to supply a list of current TAC and TCC representatives along with their alternates. At present, Mayor Meredith Smith is the appointed member and Mayor ProTem Ashley Stewart serves as alternate to represent the Town of Landis on the TAC. Town Manager Michael Ambrose is currently serving as the TCC representative and there is no designated alternate.

Please consider approval of who will serve in 2025 as the Town of Landis designated appointees to the TAC (elected official only), as well as the TCC (staff) appointee and alternate. The TAC and TCC appointees must be available to attend regular monthly meetings and also participate on regional transportation planning committees. Attendance at the meetings is critical to the success of the CRMPO planning efforts and to bring information back to their respective communities.

I make the recommendation to reappointment myself as representative and Chief of Police Matthew Geelen as alternate representative to the TCC.



## Item Cover Page

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<b>MEETING TYPE:</b>	Board of Alderman
<b>DATE:</b>	December 9, 2024
<b>SUBMITTED BY:</b>	Madison Stegall, HR Director/Town Clerk
<b>ITEM TYPE:</b>	Consideration
<b>AGENDA SECTION:</b>	Considerations
<b>SUBJECT:</b>	<b>Consider Approval of 2025 Appointments to the Centralina Board of Delegates</b>

**DETAILS:**

Currently, Alderman Nelms serves as the primary Centralina Board of Delegates member and Mayor Smith serves as the alternate member. The Board of Delegates is Centralina’s governing body. It’s comprised of elected officials from each municipality that is a member of Centralina. An appointment for both positions is needed to serve for the calendar year 2025.



**Centralina 2025 BOARD MEETING SCHEDULE**

**Executive Board Meeting Dates**

*These meetings will be held in person, with a virtual option, at 5:00 p.m.*

- Wednesday, January 8, 2025**
- Wednesday, March 12, 2025**
- Wednesday, April 9, 2025**
- Wednesday, June 11, 2025**
- Wednesday, September 10, 2025**
- Wednesday, November 12, 2025**

**Board of Delegates Meeting Dates**

*These meetings will be held in person at 5:00 p.m. unless otherwise noted below.*

<b>Date</b>	<b>Tentative Agenda Topics</b>
<b>Wednesday, February 12, 2025</b>	<b>Annual Meeting; Budget Hearing; Delegate Orientation</b>
<b>Wednesday, May 8, 2025</b>	<b>Regional Priority Setting - Shaping our FY25-26 workplan.</b>
<b>Wednesday, August 13, 2025</b>	<b>August Advocacy Focus: State &amp; Federal Connections</b>
<b>Wednesday, October 8, 2025</b>	<b>Annual Dinner &amp; Region of Excellence Awards Ceremony</b>





## Centralina Board of Delegates

### Board of Delegates Key Facts & Responsibilities

- **Who?** Each member government appoints an elected official to serve on the Board of Delegates and another elected official to serve as an Alternate to attend meetings in the Delegate’s absence.
- **Why?** The Board of Delegates is the governing and decision-making body for Centralina. The Board approves the organization’s policies, budget, and goals.
- **When?** The Board of Delegates meets four times per year in February, May, August, and October.
- **Leadership:** The Board of Delegates elects officers from the Board’s membership to serve as Chair, Vice Chair, Secretary, and Treasurer. The Board of Delegates also appoints members to serve on the Executive Board. These appointments are made at the February meeting.
- **Subcommittees:** The current subcommittees of the Board are the Finance Committee and the Strategic Plan Subcommittee.

### Delegate Roles and Expectations

When selecting a Delegate and Alternate, member governments are encouraged to consider the following roles and expectations. Please also identify potential scheduling conflicts that may prevent elected officials from regularly attending Board of Delegates meetings.

- **Decision Maker:** Approve an annual budget, member dues assessment, Bylaws amendments, federal action agenda and state engagement plan;
- **Advisor:** Identify opportunities for the region to work together more effectively, efficiently, and affordably;
- **Connector:** Serve as the communication link to the member government on Centralina issues and services;
- **Champion:** Communicate the value of Centralina and regional cooperation; and
- **Representative:** Serve on Standing or Ad Hoc committees, or if appointed, on the Executive Board to provide additional guidance and direction for Centralina activities.

### 2025 Centralina Board of Delegates Meeting Schedule

**What to Expect?** Meetings are held to accomplish the organization’s key business, including decision-making and discussing issues of regional importance. The Board of Delegates is often asked to provide input on critical business items, making it essential that each member government is represented at these meetings. Without a quorum, the Board cannot take official actions.

*Meetings will be held at 5:00 p.m. on the following dates.*

- Wednesday, February 12, 2025 -Annual Meeting
- Wednesday, May 8, 2025 -Centralina Open House
- Wednesday, August 13, 2025 August Advocacy:
- Wednesday, October 8, 2025 - Annual Dinner& Region of Excellence Awards Ceremony



**Expense Reimbursement**

Centralina reimburses Delegates, or in their absence, an Alternate, for travel expenses for attending regular and special meetings of the Board of Delegates, the Executive Board, or their committees. The amount of the reimbursement is based on the roundtrip mileage from the Delegate's government center to the meeting location. The reimbursement is calculated using the standard mileage rate published by the Internal Revenue Service. Alternatively, Delegates can donate their mileage reimbursement to the Centralina Foundation, which is an affiliated 501(c)(3) non-profit organization which supports activities and initiatives of regional collaboration.





# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9th, 2024

**SUBMITTED BY:** Jessica St. Martin, Parks and Recreation Director

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval Of The Landis Pool Deck Repair (Project 25-74)**

**DETAILS:**

The Landis Pool Deck has metal expansion joints that were put down when the concrete was originally poured. The metal strips between the joints are rusted, and rise above the surface. This is a safety concern and in order to remedy this hazard, the contractor must cut 500 linear feet of concrete, and remove the concrete in 2-foot sections along the joints. New concrete must be poured with rebar dowels and finished to match the existing concrete. The Town has received a quote from Yates & Funderburke for \$26,625.00 and from Lafave's Construction for \$26,600.00. The quotes also included the removal of all the construction debris (offsite), and does not include re-painting the lines. The lines will be repainted at a later date. I make the recommendation to award the bid to Yates & Funderburke due to their current work schedule, as they can begin work within the week of approval.

**YATES & FUNDERBURK CONCRETE FINISHING, INC.**  
**P.O Box 870**  
**China Grove, NC 28023**  
**704-202-6197**  
**Proposal**

Date: 9-4-24

Re: Pool Deck

Jessica,

We propose to provide all labor, equipment, material, and supervision to demo approx. 500LF by 2' wide to remove existing rusty metal expansion strips. We will remove all material offsite. All new concrete will be a 3,000psi mix. We will drill and dowel new concrete to existing concrete. We will broom finish all new concrete to match the surface of existing concrete.

Project Total: \$26,625.00

Sincerely,

*Greg Honeycutt*

Greg Honeycutt

LaFave's Construction Company, Inc.  
 PO Box 8146  
 100 Coldwater Street  
 Landis, NC 28088-8146  
 www.lafavesconstruction.com

# Proposal



**Proposal:** 24016E

Phone: 704-857-1171  
 Cell 704-798-950

thochstetler@lafavesconst.com

**Date:** 10/02/24

<b>To:</b>	<b>Project:</b>
Town Of Landis 312 N main St. Landis, NC 28088 C/O Jessica St. Martin	Pool Patio

Salesperson	Proposal Number	Proposed Price
Tim Hochstetler	TH24016E	\$26,600.00

**Scope of Work**

Saw cutting and removing +/- 2' wide sections of control joint areas around pool patio where existing metal expansion joints have lifted up and have become a hazard.  
 New concrete to be installed with rebar dowels.  
 Pour and finish.  
 Disposal of old concrete.

**Exclusions:** Permitting, Electrical, or hidden obstacles in patio, and painting.

<b>Proposal Total:</b>	<b>\$26,600.00</b>
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**Acceptance**

Accepted by:	_____
Title:	_____
Date:	_____



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9th, 2024

**SUBMITTED BY:** Madison Stegall, HR Director/Town Clerk

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Old Business

**SUBJECT:** Consider Approval of the Calendar Year 2025 Board Meeting Schedule

**DETAILS:**



# 2025 BOARD MEETING SCHEDULE

Section 7, Item 7.1

## JANUARY

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## FEBRUARY

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## MARCH

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

## APRIL

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## MAY

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JUNE

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## JULY

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## AUGUST

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

## SEPTEMBER

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## OCTOBER

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## NOVEMBER

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

## DECEMBER

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Key:  Board of Alderman  Work Session  Planning Board  Holiday Observed



## Item Cover Page

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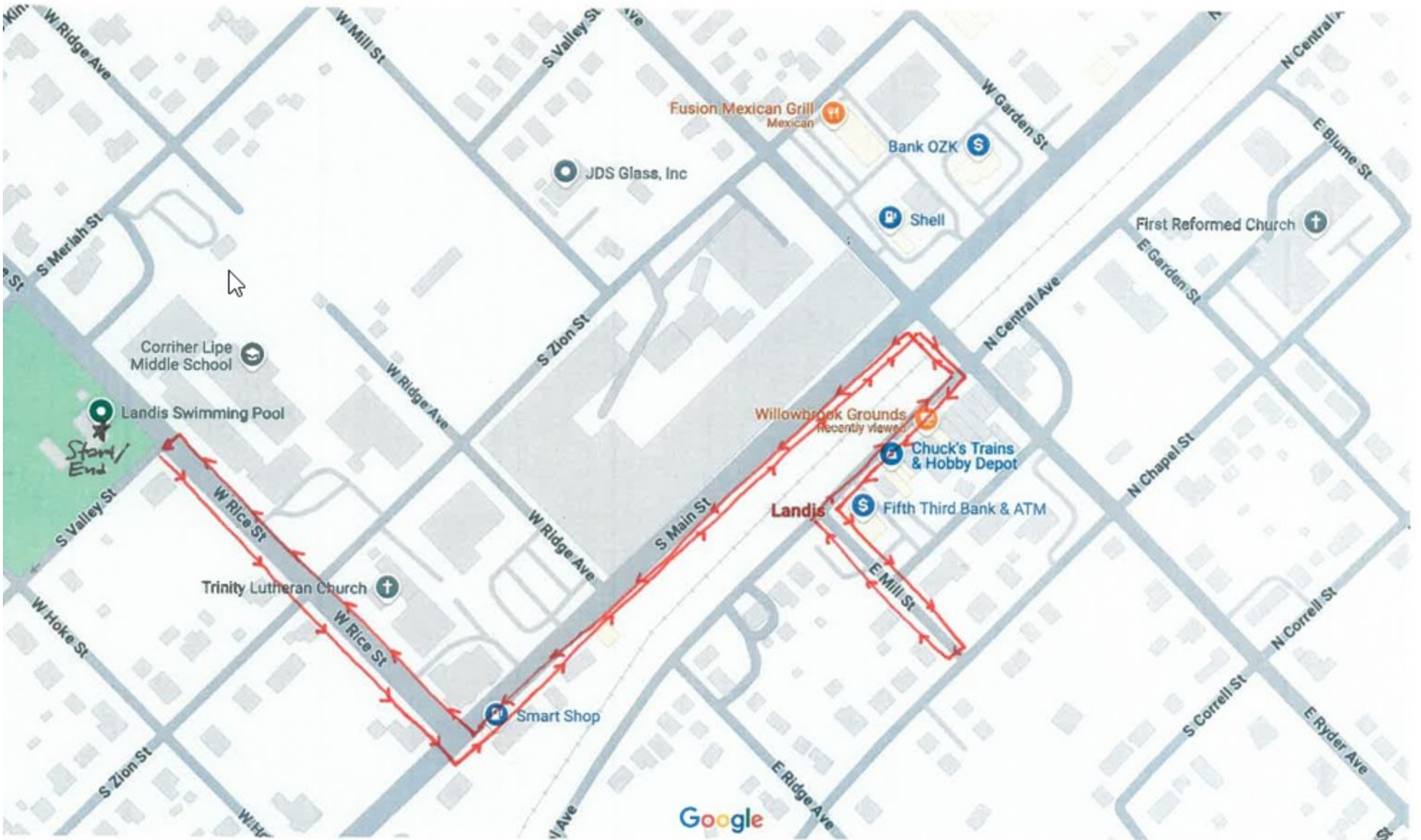
<b>MEETING TYPE:</b>	Board of Alderman
<b>DATE:</b>	December 9th, 2024
<b>SUBMITTED BY:</b>	Jessica St. Martin, Parks and Recreation Director
<b>ITEM TYPE:</b>	Consideration
<b>AGENDA SECTION:</b>	Old Business
<b>SUBJECT:</b>	<b>Consider Approval of the Routes for the Town of Landis Walking Map (Project 25-63)</b>

**DETAILS:**

The Town of Landis Walking Map Project (Project 25-63) consists of the Town partnering with the Rowan County Health Department to develop a walking map through Landis and the Downtown area. After receiving feedback, from their initial plan, and walking other optional routes, another map was created for your consideration. These routes start at the Landis Pool and will navigate citizens, to Main Street, and along Central Avenue highlighting any historical, or community landmarks along the way.

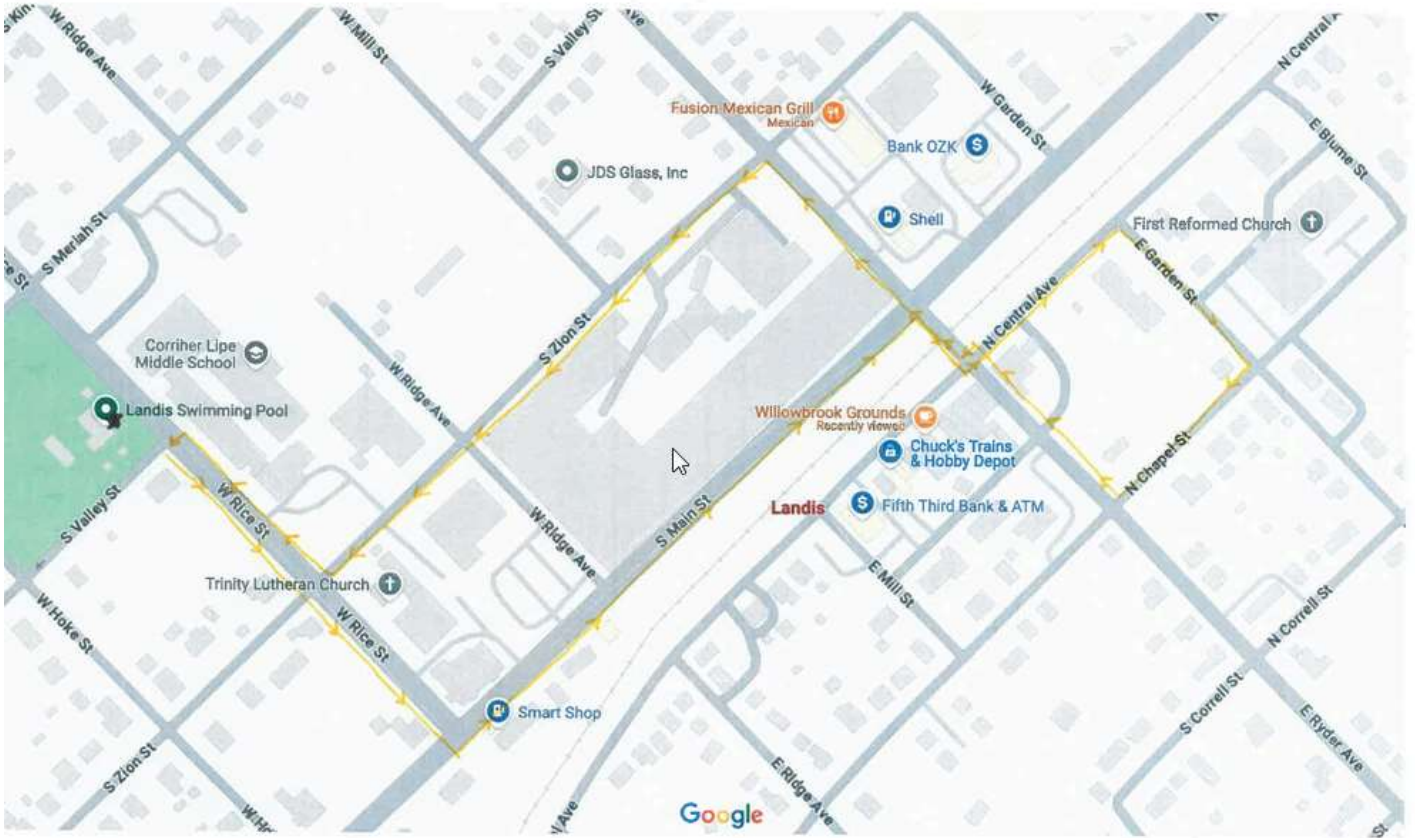
The walking routes (referred to as "walking loops") is approximately a mile and a half in distance. The walking loops are currently being referred to as the "Red Loop" and the "Gold Loop", as those are the colors that will be used on the map and signage. Some cities and municipalities have given them names specific to their town. (Example: Rockwell, The Well Trail"). If The Town would like to consider naming them, we are asked to please submit the names along with the approved map.

Lastly, a list of highlighted landmarks have been submitted for your review and feedback. Once all map approvals are final, this project will take 4-8 weeks to complete.



Red Loop : 1.5 mi.





Gold Loop : 1.5 mi.





Landis Walking Map Landmark Suggestions

- Landis Pool
- Corriher-Lipe Middle School
- Town Hall / Landis Fire Department
- Landis Police Department
- DC & Frances Linn Community Park Site
- Landis Historical Train Depot
- Downtown Business District



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Old Business

**SUBJECT:** **Consider Approval of the Painting of Town Hall Roof**

**DETAILS:**

Consider the approval of painting the Town Hall roof. Staff have received one quote from Carolina Construction Entities in the amount of \$15,000.

## Construction Entities, LLC

**Date:** 10-8-2024

**Email:** [todd@carolinaconstructionent.com](mailto:todd@carolinaconstructionent.com)

Todd Drolshagen

704-237-7610

**Subject:** Landis town Hall  
roof paint

**Client:** City of Landis

Dear Mr. Ambrose,

Carolina Construction Entities LLC is pleased to submit our proposal for the above project.

Our proposal includes all necessary supervision, labor, equipment, and materials to perform the following detailed scope of work at the aforementioned stated location

### **DOCUMENTS**

Drawings:

Dated:

Walked site with Michael Ambrose

### **SCOPE OF WORK**

Carolina Construction Entities LLC scope of work is limited to the following:

- Clean metal roofing
- Prep for paint
- Paint roofing with special designed paint for metal
- Paint Parapet walls on flat roof
- Paint to be decided by others

### **LUMP SUM PRICING**

- Scope of work.....\$ 15,000.00

### **CONDITIONS / ASSUMPTIONS**

This proposal and its listed clarifications, conditions and exclusions will be included as part of any mutually agreed upon contract generated from the offer.

- All work will be performed in one (1) mobilization, additional mobilization will be

## Construction Entities, LLC

- billed at \$2,500 each.
- All cutting and capping of MEP's by others.
  - All utility disconnects by others.
  - Testing is to be a visual test
  - This proposal contains no provisions for the handling or disposal of hazardous materials other than what has been listed.
  - Removal, protection, storage and/or reinstallation of any item(s) to be salvaged for reuse or relocation are specifically excluded from this proposal.
  - Carolina Construction Entities LLC will be given adequate site access for personnel and equipment including parking to allow uninterrupted performance of the work as scheduled.
  - There is no retainage being held on this project.

### **EXCLUSIONS**

#### *Standard:*

- Bonds, Permits, taxes, engineering, Shoring, Prep for finish installation, Flooring other than what is listed, Wall coverings other than what is listed, Ceilings other than what is listed, as-builts, shop drawings, staking, layout, site security / fencing, weather protection, protective covers, liquidated damages, hazardous materials – lead, pcb's and etc., unforeseen conditions, removal of contaminated or debris laden soil, lagging, underpinning, bracing, dewatering, pedestrian barricades, sidewalk closures, off-site work, prevailing wage rates, standby time due to owner/contractor delays, termination of utility accounts, salvage of items to be relocated or reused, specialty insurance items not listed in this proposal.

### **SCHEDULE**

This project schedule will be based on 40-hour work days from 8am to 5pm Mon.-Fri. retaining Saturday as optional work days if needed

### **TERMS**

Deposit of a minimum of 30% due before arrival to job site, Progress payments if needed will be due within 7 days & final payment is due within 7 days upon completion (per North Carolina laws), whether or not customer has received payment from another party. Carolina Construction Entities LLC reserves the right to pursue interest of 5% monthly at minimum for all overdue payments.

Upon commencement of work, this proposal shall become a binding contract between both parties.

Construction Entities, LLC

Sincerely,

**Todd Drolshagen**

Please sign below as authorization to proceed and return by email:

\_\_\_\_\_  
Agreed and accepted by: Print/Sign

\_\_\_\_\_  
Date

*[THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS]*



# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** December 9, 2024  
**SUBMITTED BY:** Staff  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Reports  
**SUBJECT:** **Monthly Departmental Reports**

**DETAILS:**

Reports in Order:

- Code Enforcement Report
- Fire Report
- Parks and Recreation Report
- Planning and Zoning Report
- Police Report
- Public Works Report
  - Utility Billing Report

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>MINIMUM HOUSING</b>			
HC-21-04	314 Town Street	Ruth C Deadmon (Heirs)	occupied substandard dwelling without water, sewer or electric services. Ordinance adopted to Vacate and Close the dwelling. Notices were posted as UNFIT and Notice to Vacate by a date not later than October 16, 2024. <b>On 11-14-24 the house was confirmed to be vacant. Will prepare for abatement of yard and boarding of the structure.</b>
HC-24-01	109 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-02	111 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-03	201 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-04	202 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-05	203 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-06	205 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-07	206 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-08	207 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..



## TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-09	209 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-10	210 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-11	211 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-12	212 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-13	214 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

## TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-14	215 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-15	216 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-16	217 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-17	807 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-18	809 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-19	1020 Linn Street	Jesus Dotelo Andrade & Susana Bernal Lorenzo	Substandard housing conditions. Conducted inspection. Hearing held on 11-07-24 but the owners did not attend. Pending issue of Order.
HC-24-22	1050 Mt Moriah Church Road	Crystal, LLC	Substandard housing condtions. Renovations near complete. CLOSED 11-14-24.
HC-24-25	207 West Garden Street	Gregory Stillwagon	Fire damaged D/W mobile home. Working with the owner on renovation. Met on site with contractor today and reminded them of need for permits and no residential use until in compliance. Monitoring.
<b>NUISANCES</b>			
PN-24-05	107 North Meriah Street	James A Hall Jr Heirs	trash, debris, and other similar items along with junked/nuisance vehicles again. Notice issued with progress continuing. Condition are getting worse again. Final notice issued with deadline of 12-04-24.

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-24-08	402 East Ryder Street	Larry & Zubecca Brown	Nuisance issues. Notice issued with deadline of 08-27-24. Front and side yards mowed and cleaned up. Rear yard is progressing slowly due to excessive vines and other vegetation. Will continue to monitor.
PN-24-09	201 West Rice Street	Federal Home Loan Mortgage Corp c/o Green River Capital LLC	Dilapidated accessory building due to fallen tree. No action by owners to abate. Ownership changed. New notice issued and the Chief working with the realtor for compliance. CLOSED 10-30-24.
PN-24-22	302 East Ridge Avenue	David Hernandez Bautista	overgrowth, trash and debris. Notice issued with mowing completed, pending action by owner on the trash and debris. CLOSED 11-14-24.
PN-24-24	805 Coldwater Street Ext	IGVK Properties LLC (Owner) Dollar General Store (Tenant)	overgrowth at rear of store. Notice issued with deadline of 11-24-24.
PN-24-25	513 South Valley Street	Daniel Michael Nowokunski Jr & Erin Victoria Nowokunski	overgrowth, trash and debris along with one or more junked/nuisance vehicles. Grass has been mowed, but all else remains. Notice issued with deadline of 12-01-24.
<b>ABANDONED-JUNKED-NUISANCE VEHICLES</b>			

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>ZONING</b>			
Z-23-02	303 Buford Drive	Fon Ernest	Planning Department is handling the final aspects of these issues. Planning department related they have not complied with all requirement. Owner has contacted Planning again to arrange for certain compliance measures. Met on site with owner on 08-08-24. Final Notice issued with deadline of 11-30-24.
<b>Non-Residential Buildings</b>			
NR-24-01	2570 South US 29 Hwy	Joseph J Rojas	Commercial building convenience store. Severe defects and dilapidation. Inspection conducted. Hearing scheduled for 10-03-24 @ 3:00 pm. Owner did not attend. Pending issue of Order to Repair or Demolish.

**TOWN OF LANDIS**

Case Number	Violation Address	Owner or Occupant	Status or Conditions
NR-24-02	616 South Main Street	Dwayne & Arnold & Carlyin Crouch	Commercial building Auto Repair shop abandoned. Severe defects and dilapidation. Inspection conducted.. Hearing scheduled for 10-03-24. Owners were in attendance. Pending issuance of Order to Repair or Demolish.



# Item Cover Page

**MEETING TYPE:** Board of Alderman  
**DATE:** December 9, 2024  
**SUBMITTED BY:** Jason Smith, Fire Chief  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Departmental Reports  
**SUBJECT:** **Monthly Report**

**DETAILS:**

**MONTHLY STATS**

**MEDICAL:** 29  
**FIRE:** 35  
**TRAFFIC ACCIDENT:** 3  
**MUTUAL AID GIVEN:** 28  
**MUTUAL AID RECEIVED:** 7  
**TOTAL CALLS:** 67

**VEHICLE MILAGE**

**ENGINE 443:** 105307  
**ENGINE 442:** 36961  
**ENGINE 581:** 28956  
**LADDER 58:** 23338  
**CAR 44:** 138165  
**CHIEF 440:** 21778



## Item Cover Page

**MEETING TYPE:** Board of Alderman

**DATE:** December 9<sup>th</sup>, 2024

**SUBMITTED BY:** Jessica St. Martin, Parks and Recreation Director

**ITEM TYPE:** Report

**AGENDA SECTION:** Departmental Reports

**SUBJECT:** **November Report**

### **DETAILS:**

#### **Events:**

On November 26<sup>th</sup>, 2024, the Town of Landis held its 7<sup>th</sup> Annual Tree Lighting Event, which was held at the DC and Frances Linn Park property. Several food and snack vendors were in attendance, along with Frosty the Snowman, and The Grinch. Kids were able to write letters to Santa and make a Christmas Tree Craft Ornament. They were also surprised with bursts of “snow” throughout the event.

#### **Park Operations**

- The new Boardwalk at the park office is complete. The new rails and posts will be stained once the moisture has reached the recommended level below 10 %.
- The Park Staff are continuing trail and park grounds maintenance and leaf-blowing.
- Holiday Decorations are complete in and around the park office.
- The Park Staff assisted with the landscaping and irrigation project at Town Hall.
- The Park Staff are continuing to monitor the lake levels and adjusting as needed with the main valve and siphons.
- Lake Corriher Park began hosting Muddy Sneakers Field Trips on November 15<sup>th</sup>, 2024. They will continue through the winter.

#### **DISC Golf:**

- Lake Corriher hosted its 2<sup>nd</sup> annual “Plunge at the Lake” Disc Golf Tournament on November 16<sup>th</sup>, 2024. There were 28 players registered. They have already set the date next year for October 19<sup>th</sup>, 2025.

#### **Pool Operations:**

- Monitoring pool water levels and maintaining off season chemicals. The pump room is winterized and insulated for the winter.

**Campsite Reservations:** 19   **Shelter Rentals:** 2   **Daily Fishing Passes Sold:** 251   **State License:** 19

**Boat Registration:** 0   **2020 Ford Explorer Mileage:** 61139   **Ford F250 Mileage:** 171260



**ZTown of Landis**  
**Division of Land Use**  
**Zoning Permits Issued – Year 2024**

Section 8, Item 8.1

<b>Permit #</b>	<b>Date</b>	<b>Name</b>	<b>Job Address</b>	<b>Permit Use</b>
ZN-24-01	01-03-24	NIBLOCK	2411 CALLAGHAN CT	NEW SFR
ZN-24-02	01-09-24	JAMES/PAR 3	112 N CENTRAL AVE #ZN-23-40 REVISED.W/TOWN AGREEMENT – ADDITION	
ZN-24-03	01-10-24	TARLTON	109 S CORRELL ST	ACCESS. BLDG
ZN-24-04	01-10-24	ADKINS	400 N BEAVER ST	NEW DECK
ZN-24-05	01-11-24	LESARGE	510 N CENTRAL AVE	FENCE
ZN-24-06	01-11-24	ROBLES	212 W LIMITS ST	NEW SFR
ZN-24-07	01-17-24	TRINITY LUTHERAN	108 W RICE ST	NEW SIGN
ZN-24-08	01-23-24	SOTELO	1020 LINN ST	REMODEL & ADDITION
ZN-24-09	02-07-24	NIBLOCK	959 TAMARY WAY	NEW SFR
ZVL-24-01	02-07-24	PZR.COM	OLD BEATTY FORD RD PROJ.	ZONING VERIF. LETTER
ZN-24-10	02-08-24	RUTLEDGE	503 S CENTRAL AVE	REMODEL
ZN-24-11	02-08-24	JOURNEY CAP	207 E RICE ST	TOWNHOME
ZN-24-12	02-08-24	JOURNEY CAP	209 E RICE ST	TOWNHOME
ZN-24-13	02-08-24	JOURNEY CAP	211 E RICE ST	TOWNHOME
ZN-24-14	02-08-24	JOURNEY CAP	215 E RICE ST	TOWNHOME
ZN-24-15	02-08-24	JOURNEY CAP	219 E RICE ST	TOWNHOME
ZVL-24-02	02-14-24	STANDARD TITLE	PARKDALE MILL PROP	ZONING VERIF. LETTER
ZN-24-16	02-15-24	NIBLOCK	1060 IRISH CREEK DR	NEW SFR
ZN-24-17	02-27-24	EASTER	503 WINDWARD LN	ACCESS. - DECK
ZN-24-18	03-07-24	REAUME	115 W GARDEN ST	NEW BUSINESS
ZN-24-19	03-21-24	CAROLINA BUILDERS	220 W LIMITS ST	NEW SFR
ZN-24-20	03-27-24	KRAVICE	703 S MAIN ST	FENCE
ZVL-24-03	04-17-24	HICKS & WOOLFORD	130 OVERCUP CT	ZONING VERIF. LETTER
ZN-24-21	04-23-24	NIBLOCK	2440 CALLAGHAN CT	NEW SFR
ZN-24-22	04-23-24	NIBLOCK	2420 CALLAGHAN CT	NEW SFR
ZN-24-23	04-24-24	SHIRLEY	1015 WOODFIELD DR	FENCE
ZN-24-24	04-24-24	FRAMPTON CONST.	619 OLD BEATTY FORD RD.	TEMP. PORTABLE OFFICE (LANDIS RIDGE)
ZN-24-25	05-01-24	JSC-CCI LANDIS I, LLC	619 OLD BEATTY FORD RD.	IND SITE BLDG #1A (LANDIS RIDGE)
ZN-24-26	05-01-24	JSC-CCI LANDIS I, LLC	619 OLD BEATTY FORD RD.	IND SITE BLDG #1A (LANDIS RIDGE)
ZN-24-27	05-01-24	JSC-CCI LANDIS I, LLC	619 OLD BEATTY FORD RD.	IND SITE BLDG #1A (LANDIS RIDGE)
ZN-24-28	05-01-24	WOODWARD	2220 WEST A STREET	FENCE
ZN-24-29	05-23-24	LANDIS APTS.	1365 MT. MORIAH CHURCH RD	APARTMENTS
ZVL-24-04	05-30-24	LUCK	412 E TAYLOR ST	ZONING VERIF. LETTER
ZN-24-30	05-30-24	ADNER	1055 WOODFIELD DR	NEW SFR
ZN-24-31	06-04-24	NIBLOCK	1040 IRISH CREEK DR	NEW SFR

ZN 24-32	06-05-24	SIDES	405 RICE STREET	NEW DECK	Section 8, Item 8.1
ZN-24-33	06-12-24	SIMMONS	307 W DAVIS STREET	NEW DRIVEWAY	
ZN-24-34	06-27-24	PRUETTE	920 TAMARAY WAY	NEW SFR	
ZN-24-35	06-27-24	NIBLOCK	2301 TULLY MORE WAY	NEW SFR	
ZN-24-36	07-02-24	GRAHAM	606 W MILL ST	ACCESS BLDG	
ZN-24-37	07-09-24	FACKLER	889 IRISH CREEK DR	ACCESS STRUCTURES	
ZN-24-38	07-09-24	NEXT PROJECT LLC(QUIJADA)	512 W BLUME ST (DRIVE 321 N KIMMONS)	ADDITIONS & DRIVEWAY	
ZN-24-39	07-11-24	KAMANNIS	110 N UPRIGHT ST	RE-ESTABLISH POWER TO BLDG	
ZN-24-40	07-16-24	BALL	619 N KIMMONS	ROOF ADDITION (COVER PATIO)	
ZN-24-41	07-24-24	TOWN	(110 N CENTRAL)	D C LINN PARK	
ZN-24-42	07-24-24	Benton	2248 Tullymore	Pool	
ZN-24-43	07-25-24	Victory Builders	208 N Correll ST	NEW SFR	
ZN-24-44	07-25-24	Victory Builders	210 N Correll ST	NEW SFR	
ZN-24-45	07-25-24	Victory Builders	212 N Correll ST	NEW SFR	
ZN-24-46	07-30-24	Clayre Caceres	605 S. Landis	ACCESS Structures	
ZN-24-47	07-31-24	Manuel Abel Rivera	111 Church St	Adding Porch	
ZN-24-48	8-15-24	Allison Collins	127 S. Central	Change of use and sign	
ZN-24-49	8-29-24	Jodie Borger	513 S Chapel	Access Struct and drivwy	
ZN-24-50	9-10-24	Brylan and Cindy Gann	2379 Limerick	Inground Pool and Fence	
ZN-24-51	9-12-24	Dominion Energy	1445 Mt Moriah Church Rd	Encroachment- utility line	
ZN-24-52	9-12-24	Terri Frohmiller	2216 Tully More	Accessory Structure	
ZN-24-53	9-19-24	Samantha Lambert	106 S Correll St	Driveway Replacement	
ZN-24-54	9-26-24	Katelin Legendre	627 S Chapel St	Fence	
ZN-24-55	9-27-24	Jaime Sarti	307 S Main St	Change Use/Sign	
ZN-24-56	10-8-24	Lynn Sellers	1055 Kimball Rd	Accessory Structure	
ZN-24-57	10-8-24	RWN CTY BRD ED	214 W Rice St	Accessory Structure	
ZN-24-58	10-10-24	Par3	104 N. Central Ave	Sign	
ZN-24-59	10-10-24	Aaron Whitley	600 E. Rice St	Fence	
ZN-24-60	07-09-24	NEXT PROJECT LLC(QUIJADA)	512 W BLUME ST (DRIVE 321 N KIMMONS)	Continuation- Addy Chg	
ZN-24-61	10-17-24	Niblock Homes	1080 Irish Creek Dr	New SFH	
ZN-24-62	10-23-24	Niblock Homes	2319 Tulley More Way	New SFH	
ZN-24-63	10-23-24	Octavia Worthy	103 N Meriah St	In Home Occupation	
ZN-24-64	10-23-24	Mark Sarmir	900 Tamary Way	Inground Pool	
ZN-24-65	10-24-24	Dominion	Tranquil Lake Dr	Floodplan Development	
ZN-24-66	11-7-24	Sotomayor	607 E Ryder Ave	Residential Addition	
ZN-24-67	11-14-24	Pina	1320 Mt. Moriah Ch. Rd	Carport/Addition	



# Department Report

**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

**SUBMITTED BY:** Matthew Geelen, Police Chief

**ITEM TYPE:** Report

**AGENDA SECTION:** Departmental Report

**SUBJECT:** **Monthly Report**

**DETAILS:**

Total Calls for Service (Including Self-initiated calls) – 1,163

Self-Initiated Calls – 1,059

Calls for Service – 101

Traffic Stops - 82

Traffic Accidents – 4

**Vehicle Mileage:**

LPD-081: 145,236	LPD-173: 77,489	LPD-212: 26,501
LPD-101: 107,639	LPD-174: 78,035	LPD-231: 6,237
LPD-151: 75,095	LPD-175: 80,134	LPD-232: 10,239
LPD-161: 77,396	LPD-176: 74,332	LPD-233: 4,516
LPD-171: 77,158	LPD-177: 90,494	



## Item Cover Page

**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

**SUBMITTED BY:** Blake Abernathy, Public Works Director

**ITEM TYPE:** Report

**AGENDA SECTION:** Department Reports

**SUBJECT:** **Monthly Reports**

**DETAILS:**

**PUBLIC WORKS MONTHLY REPORT**

Water/Sewer Department	
Work Orders Completed	43
Start Services	19
Stop Services	25
Disconnects	9
Outages	10
Meter/MXU Change Outs	0
Sewer Lift Station Checks	40
Hydrant Routes (Water Quality Flushing)	12
Water Pump Station Checks	21
Stormwater Department	
Work Orders Completed	1
Preventative Maintenance (e.g. Ditch Cleaning, Culvert Jetting, etc.)	1
Street Department	
Work Orders Completed	33
Rowan County Dump Runs	6
Bulk Trash/Debris Routes	8

Electric Department	
Work Orders Completed	74
Start Services	25
Stop Services	24
Disconnects	70
New Temp Services	0
Street/Security Lights Install/Repair	26
Pole Repair/Replace	4
Outages:	
Environmental	0
Load Demand	1
Vehicle Collision	0
<i>Total Outages</i>	1
Reporting Made By	
Go Gov	0
Walk In	27
Phone Call	55



## Item Cover Page

**MEETING TYPE:** Board of Alderman  
**DATE:** December 9th, 2024  
**SUBMITTED BY:** Carly Loflin, UB/AR Coordinator  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Department Reports  
**SUBJECT:** **Monthly Report**

**DETAILS:**

### Utility Services Monthly Report

<b>CASH PAYMENTS</b>	394
<b>CREDIT CARD PAYMENTS</b>	1389
<b>CHECK PAYMENTS</b>	1196
<b>BANK DRAFT PAYMENTS</b>	476
<b>DISCONNECTIONS</b>	79
<b>AMI ELECTRICAL METERS</b>	3300
<b>REMAINING MANUAL METERS</b>	26
<b>WATER METERS</b>	2219
<b>CUSTOMER USAGE PORTAL</b>	490



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** December 9, 2024

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

**ITEM TYPE:** Report

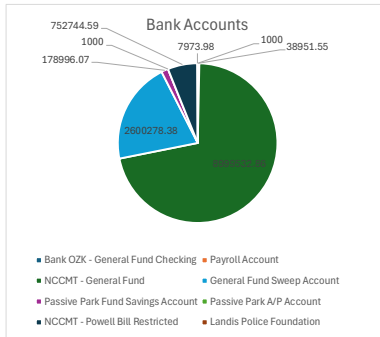
**AGENDA SECTION:** Reports

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

**DETAILS:**

Town of Landis  
November 2024

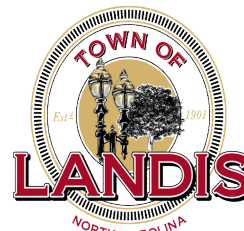
Operating Budget Revenues	Budgeted FY24/25	November	FY24/25 YTD	%
Property Tax - Current	2,175,104.00	\$28,240	\$28,240	1%
Tax Collection - Prior Years	45,000.00	\$4,188	\$1,560,324	3467%
Vehicle Interest	1,500.00	\$156	\$25,745	1716%
Interest and Penalties	10,000.00	\$538	\$1,030	10%
Property Tax Auto - Current	228,595.00	\$18,952	\$23,032	10%
Vehicle Tag Fee	65,000.00	\$5,880	\$78,759	121%
Building Rental Fees	7,200.00	\$1,150	\$20,330	282%
Sponsorships	1,500.00	\$0	\$2,300	153%
Interest on Investments	190,000.00	\$22,631	\$22,631	12%
Interest on Investments - Powell Bill	35,000.00	\$3,035	\$47,118	0%
Police Fees & Fines	850.00	\$0	\$0	0%
First Responder	1,500.00	\$135	\$291	19%
Grant Received	5,000.00	\$7,180	\$7,315	0%
Excise Tax on Piped Gas	11,000.00	\$0	\$15,753	143%
Franchise Tax on Electric PO	292,927.00	\$0	\$0	0%
Sales Tax on Telecommunications	7,931.00	\$0	\$77,860	982%
Sales Tax on Video Programming	9,346.00	\$0	\$0	0%
Local Government Sales & Use Tax	910,000.00	\$116,176	\$116,176	13%
Powell Bill Revenues	150,000.00	\$0	\$339,637	226%
ABC Revenue - County	14,000.00	\$3,782	\$75,650	540%
Court Cost	200.00	\$180	\$180	90%
Sales Tax Refund	70,000.00	\$0	\$0	0%
Planning/Zoning Fees	75,000.00	\$3,760	\$3,760	5%
Code Enforcement Clean-up	-	\$296	\$35,008	0%
Garbage Collection Fees	340,000.00	\$31,469	\$77,743	23%
Resource Officer Reimburse	170,000.00	\$184,050	\$184,050	108%
EMS Utility Reimbursement	5,000.00	\$110	\$440	9%
ABC Profits - State	15,000.00	\$0	\$249	2%
Solid Waste Disposal Tax	3,100.00	\$783	\$1,504	49%
East Landis Property Tax	32,000.00	\$995	\$24,113	75%
East Landis Tax - Prior Years	200.00	\$0	\$0	0%
East Landis Penalties and Interest	1,500.00	\$41	\$489	33%
East Landis - Motor Vehicles	4,500.00	\$422	\$1,870	42%
Debt Setoff	100.00	\$0	\$0	0%
Police Service Reimbursement	-	\$1,345	\$1,345	0%
Fire Service Reimbursement	-	\$0	\$1,390	0%
Over/Short	-	\$0	\$144	0%
Sale of Fixed & Surplus Assets	50,000.00	\$5,250	\$5,250	11%
Rowan Municipal Association	2,000.00	\$180	\$984	49%
Fund Balance Appropriated	1,042,174.00	\$0	\$0	0%
Administrative Service Charges	797,422.00	\$0	\$199,356	25%
Park Revenues	155,900.00	\$5,101	\$5,101	3%
Water Service	1,130,000.00	\$108,376	\$310,797	28%
East Landis Water	50,000.00	\$0	\$0	0%
Reconnect Fees	-	\$8,625	\$8,625	0%
Water Tap Access Fee	-	\$4,032	\$4,032	0%
Interest on Investments	84,000.00	\$3,280	\$10,622	13%
Miscellaneous Income	-	\$0	\$6,155	0%
Tap Fees - Water	50,000.00	\$5,156	\$12,890	26%
Grant - Water	2,125,000.00	\$0	\$0	0%
Planning Review Fees	-	\$0	\$24,336	0%
Debt Setoff	5,000.00	\$0	\$0	0%
Fund Balance Appropriated	3,147.00	\$0	\$0	0%
Sewer Service Fees	1,024,000.00	\$89,339	\$218,641	21%
Sewer Impact Fees	15,000.00	\$5,936	\$5,936	0%
Interest on Investments	-	\$3,279	\$10,621	0%
Tap Fees	35,000.00	\$0	\$12,771	36%
Fund Balance Appropriated	30,938.00	\$0	\$0	0%
Stormwater Fees	115,000.00	\$9,870	\$29,585	26%
Interest on Investments - Stormwater	2,000.00	\$239	\$768	38%
Planning/Zoning Fees	-	\$0	\$30,762	0%
Fund Balance Appropriated	3,147.00	\$0	\$7,342	233%
Electricity Fees	6,095,000.00	\$519,679	\$1,760,137	29%
Penalties - Electric	100,000.00	\$9,812	\$26,638	27%
Reconnect Fees	40,000.00	\$2,700	\$12,600	32%
Meter Tampering Fees	1,000.00	\$0	\$0	0%
Pole Attachments	500.00	\$0	\$9,460	1892%
Interest on Investments - Electric	70,000.00	\$7,149	\$22,858	33%
Miscellaneous Income	1,000.00	\$0	\$10,880	1088%
Underground Service	400.00	\$0	\$0	0%
Payment Return Fees	3,000.00	\$420	\$910	30%
Debt Setoff	3,000.00	\$772	\$3,929	131%
Sale of Surplus Assets - Electric	8,000.00	\$0	\$470	0%
Vendor Reimbursement	982,979.00	\$0	\$983,123	0%
RE Appropriated - Electric	331,172.00	\$0	\$0	0%
<b>TOTAL</b>	<b>19,233,831.00</b>	<b>\$1,224,686</b>	<b>\$6,510,052</b>	<b>34%</b>



Bank Balances	
Bank OZK - General Fund Checking	\$1,000 0%
Payroll Account	\$38,952 1%
NCCMT - General Fund	\$8,999,533 72%
General Fund Sweep Account	\$2,600,278 21%
Passive Park Fund Savings Account	\$178,996 1%
Passive Park A/P Account	\$1,000 0%
NCCMT - Powell Bill Restricted	\$752,745 5%
Landis Police Foundation	\$7,974 0%
<b>TOTAL</b>	<b>12,580,477 100%</b>

Operating Budget Expenditures	Budgeted FY24/25	November	FY24/25 YTD	%
Administration	\$1,410,850	\$87,970	\$87,970	6%
Police Department	\$1,601,003	\$89,186	\$89,186	6%
Fire Department	\$1,476,996	\$66,001	\$397,798	27%
Streets Department	\$1,519,213	\$45,285	\$414,363	27%
Sanitation Department	\$310,000	\$1,414	\$236,405	76%
Parks and Recreation	\$547,460	\$10,526	\$206,918	38%
Electric Department	\$7,636,051	\$357,957	\$403,015	5%
Water Department	\$2,897,526	\$620,108	\$755,435	26%
Sewer Department	\$1,355,560	\$91,255	\$1,063,051	78%
Storm Water Department	\$120,147	\$4,729	\$142,816	119%
Debt Service - Municipal Loan/Copiers	\$60,025	\$798	\$212,034	353%
Debt Svc-USDA Bonds/Sewer Eq/Srf Loan	\$299,000	\$0	\$4,165	1%
<b>Total Expenditures</b>	<b>\$19,233,831</b>	<b>\$1,375,230</b>	<b>\$4,013,157</b>	<b>21%</b>

<b>Landis Police Foundation</b>	<b>Balance \$7,974</b>	November	FY 24/25	
<b>Revenues - Sponsorships &amp; Interest</b>		\$10,459	\$10,459	
<b>Expenditures</b>		\$8,271	\$8,271	
<b>Passive Park Fund</b>	<b>Balance \$179,996</b>	November	FY 24/25	
<b>Revenues - Sponsorships &amp; Interest</b>		\$915	\$915	
<b>Expenditures</b>		\$0	\$0	
<b>Downtown Revitalization Grant (Project #25-</b>	<b>Balance \$13,862</b>	November	FY 24/25	
<b>Revenues</b>		\$0	\$0	
<b>Expenditures</b>		Allocated	Expensed	Completed
Globes and new light bulbs for Central Avenue				\$15,633
Landscaping (project #s 25-10, 25-11, 25-12, and 25-13)		\$60,940	\$4,466	\$4,466
Repair Town Crier Clock				\$8,565
	<b>Totals</b>	<b>\$60,940</b>	<b>\$4,466</b>	<b>\$28,664</b>
<b>Powell Bill</b>	<b>Balance \$293,953</b>			
<b>Revenues</b>		\$0.00	\$0	\$0
<b>Expenditures</b>		Allocated	Expensed	Completed
Rent Street Sweeper				\$3,400
Traffic Directional/Speed Signs				\$3,340
Sidewalk Project (project #25-28)				\$51,750
Paving		\$217,233		\$0
	<b>Totals</b>	<b>\$217,233</b>		<b>\$58,490</b>





# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** December 9, 2024  
**SUBMITTED BY:** Michael D. Ambrose, Town Manager  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Reports  
**SUBJECT:** **Managers Monthly Report**

**DETAILS:**





## Town Manager Report Month of November 2024

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

1. The Mount Moriah Church Road/West Ryder Avenue water line, and the elevated water tank grant projects have been approved with additional State funding by the North Carolina Department of Environmental Quality (NCDEQ). These projects will be able to move forward to the construction phase.
2. Downtown Revitalization Project on Central Avenue is in full swing. This project is expected to be completed within the next month and will cause some partial road closures while being constructed. New banners were purchased for downtown, which was a part of the overall project.
3. The Town 2024 Paving is behind schedule (according to the contractor) however it should be completed in the Spring of 2025. We will post the affected streets on our website, and social media outlets around that timeframe, so citizens will be aware of any detours.
4. The Town has received \$300,000 from the NC Streamflow Rehabilitation Assistance Grant Program to help with some of our PL-566 Watershed Dam challenges at Lake Landis. These challenges were identified by our recent NCDEQ inspection. The Town is accepting bids over the next month for the vegetation removal off Lake Landis Dam. Lake Landis and Lake Corriher Lake Levels have been lowered to keep pressure off the dams.
5. The New Landis Fire Engine (Engine 441) is still undergoing some warranty work and will hopefully be "in service" by January 2025. Once this fire engine is "road ready" there will be a fire ceremony for the Landis Community prior to the truck going "in service".
6. The new Joint Wastewater Treatment Facility Feasibility Study has been successfully launched. This study will identify our discharge location and will give the town the total cost of the project. A "light" study was conducted in July 2024, and the projected cost of the project was expected to be twenty-five million dollars. This facility will be owned and operated by the Town of Landis.
7. 12KV Conversion has begun on the east side of Landis, from S Chapel Street to Dial Street. The citizens who live on the east side of town may see some minor outages during this conversion.
8. The boardwalk leading from the park office to Lake Landis has been replaced and is ready for the Santa at the Park event. This boardwalk is ADA compliant and will allow all citizens to enjoy the lake area.

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

Thank you,  
Michael D. Ambrose



2024

# DECEMBER

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26 Christmas Parade & Downtown Tree Lighting 4-7PM Town Hall Closing 10AM	27	28 Town Hall Closed in observance of Thanksgiving Holiday	29 Town Hall Closed in observance of Thanksgiving Holiday	30
1	2	3	4 Senior Luncheon/Bingo: 12:00 Noon @ Trinity Lutheran Church	5 Board of Aldermen Work Session Meeting: 5:30PM	6	7
8	9 Board of Aldermen Regular Scheduled Meeting: 6:00PM	10 Planning Board Meeting: 6:00PM	11	12	13	14 Campfire Christmas 4-7 PM @ Lake Corriher Wilderness Park
15	16	17	18	19	20 Town Hall Closed for Employee Lunch 11am-1pm	21
22	23	24 Town Hall Closed in observance of Christmas Holiday	25 Town Hall Closed in observance of Christmas Holiday	26 Town Hall Closed in observance of Christmas Holiday	27	28
29	30	31	1 Town Hall Closed in observance of New Years Holiday	2	3	4

**NOTE**

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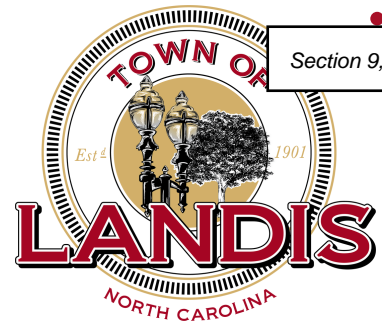
## EVENTS 2024 - 2025

UPCOMING

- NOV 26** CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT
- DEC 14** CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE
- APR 12** DOWNTOWN CAR CRUISE-IN BEGINS\*
- APR 04** EASTER EGG-STRAVAGANZA
- AUG 5** NATIONAL NIGHT OUT
- SEPT 12** TOUCH A TRUCK EVENT
- OCT 25** FALL FESTIVAL AND TRUNK OR TREAT
- NOV 25** CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT
- DEC 13** CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE

FOR MORE INFORMATION VISIT  
[WWW.TOWNOFLANDISNC.GOV](http://WWW.TOWNOFLANDISNC.GOV)





2025

# JANUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1 Town Hall Closed in observance of New Years Holiday	2	3	4
5	6	7	8	9 Board of Aldermen Work Session Meeting: 5:30PM	10	11
12	13 Board of Aldermen Regular Scheduled Meeting: 6:00PM	14 Planning Board Meeting: 6:00PM	15	16	17	18
19	20 Town Hall Closed in observance of MLK JR Holiday	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

FEBRUARY

**NOTE**

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**EVENTS 2024 - 2025**

**UPCOMING**

- NOV 26** CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT
- DEC 14** CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE
- APR 12** DOWNTOWN CAR CRUISE-IN BEGINS\*
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