



BOARD OF ALDERMAN

Monday, March 17, 2025 at 6:00 PM

Landis Board Room

AGENDA

PLEASE SILENCE ALL CELL PHONES

1. INTRODUCTION:

- 1.1 Call Meeting to Order
- 1.2 Welcome
- 1.3 Moment of Silence and Pledge of Allegiance
- 1.4 Adoption of Agenda

2. CONSENT AGENDA:

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

REQUESTED ACTION: Motion to Approve Consent Agenda as presented

- [2.1](#) Consider Approval of Work Session Meeting Minutes from February 6, 2025 and Regular Scheduled Meeting Minutes from February 10, 2025
- [2.2](#) Consider Approval of Budget Amendment #20 to Receive Funds for the Board Room Carpet Restoration
- [2.3](#) Consider Approval of the Update to the Digital Records Policy
- [2.4](#) Consider Approval of Awarding the Bid to Purchase for 0 Taylor Street for \$14,300.00 (Parcel #107 05601) Project 25-79
- [2.5](#) Consider Approval of Awarding the Bid to Purchase for 0 Taylor Street for \$78,750.00 (Parcel #107 056) Project 25-69, and Corresponding Journal Entry #4183 to Move Funds from the Operating Account to the Passive Park Fund

3. PRESENTATIONS:

- [3.1](#) Consider Recognizing the South Rowan High School Cheerleading Team for Winning 2nd place at the UCA National High School Cheerleading Championship

4. PUBLIC HEARINGS:

- [4.1](#) Consider Zoning Map Amendment ZMA-2025-03-17-02 Parcel #130 045 - Mt. Moriah Church Road - SFR-2 to SFR-3
- [4.2](#) Consider the Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)
- [4.3](#) Consider Zoning Map Amendment ZMA-2025-03-17-2 - Parcel #107 05601 from CIV to SFR-1
- [4.4](#) Consider Approval of the Reciprocal Agreement for Water & Sewer Connection with the City of Kannapolis
- [4.5](#) Consider Approval the Irish Creek Development Agreement with the City of Kannapolis and Annexation

5. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

- 5.1 Citizens' Comments

6. CONSIDERATIONS:

- [6.1](#) Consider Approval of Reducing the Reserve on the 1998 Freightliner FL80 Fire Engine (Engine 581) From \$30,000 to \$25,000
- [6.2](#) Consider Approval of the Street Department Purchasing a Lawn Mower
- [6.3](#) Consider Approval Of Lowering the Ceiling in the Fire Chief's Office Project (Project 25-46)
- [6.4](#) Consider Approval to Utilize \$5,000 dollars from the Passive Park Fund Account to Cover Expenses Associated with the DC & Frances Linn Groundbreaking Ceremony, and Corresponding Budget Amendment #23
- [6.5](#) Consider Approval of the DCFL Park Bench Options and Sponsorship Price
- [6.6](#) Consider Approval of Establishing a Parks & Receptions Facilities Manager Position & Accounting Specialist 2 Position Along with Corresponding Budget Amendment #21

[6.7](#) Consider Approval To Surplus The Totaled 2023 Ford Police Explorer (Vehicle# 231) In The Amount Of \$43,818.54, and Corresponding Budget Amendment #22

[6.8](#) Consider Approval of Purchasing a 2025 Ford Explorer from Parks Ford on State Contract Pricing In The Amount Of \$45,491

[6.9](#) Consider Approval of a \$250 Donation to Carolina Drifters

7. OLD BUSINESS:

[7.1](#) Consider Approval of the Final Proof for the Landis Walking Map (Project 25-63)

[7.2](#) Consider Approval to Award the Town-Wide Street Sign Replacement Project Bid (Project 25-70)

[7.3](#) Consider Discussion of Town Hall Roof Warranty and Painting Update (Project 25-58)

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

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Work Session Meeting Minutes from February 6, 2025 and Regular Scheduled Meeting Minutes from February 10, 2025**

DETAILS:



WORK SESSION

Thursday, February 06, 2025 at 6:00 PM
Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

Present: Mayor Meredith B. Smith, Alderman Tony Corriher, Alderman Ryan Nelms, Alderman Darrell Overcash

Absent: Mayor Pro-Tem Ashley Stewart

Staff Present: Town Manager Michael Ambrose, Deputy Town Clerk Angie Sands, Deputy Town Clerk Maddalyn Shuffler, Town Attorney Rick Locklear, Police Chief Matthew Geelen, Fire Chief Jason Smith, Public Works Director Blake Abernathy, Parks And Rec Director Jessica St. Martin, Planning, Zoning, & Subdivision Administrator Phil Collins

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Adoption of Agenda

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

Moved By: Tony Corriher, seconded by Ryan Nelms

Motion Passed: 3-0

Voting For: Darrell Overcash, Tony Corriher, Ryan Nelms

2. CONSIDERATIONS:

2.1 Consider Discussion of the Agenda Packet for the February 10, 2025, Regular Scheduled Meeting in Order to Provide Opportunities for Board Members to Study Issues, Gather and Analyze Information, and Clarify Direction for Staff

6/6/25 Agenda Items Discussed: (The Agenda for 2/10/25 was discussed sequentially, only the items that were deliberated will be mentioned below)

5.3 Consider Approval to Award the Town-Wide Street Sign Replacement Project Bid (Project 25-21)

Town Manager Michael Ambrose gave a brief overview of the street sign replacement project. He explained that his office had been working closely with the City of Kannapolis to partner with them for this project as they have an in-house sign shop and can have all the signs made locally. The City of Kannapolis had the cheapest offer out of others that were gathered in this process. Manager Ambrose explained to the Board that during this project we would need to upgrade our street signs to be in compliance with DOT guidelines meaning each sign would need to be 9x36 inches on all roads that have a speed limit above 25 MPH. The City of Kannapolis had the cheapest offer out of others that were gathered in this process, the City of Kannapolis has worked with the Town on costs and has given us an estimate of \$56.15 per sign. Due to the size of the DOT required signs, we would also need to purchase casings to enclose these signs to protect them from the elements which can also be made by the City of Kannapolis and are estimated to be around \$42,000.00 for the 400 street signs needed.

5.5 Consider Approval to Award the Code Enforcement Contract Bid

Town Manager Michael Ambrose gave a brief overview of the Towns Code Enforcement Contract. He explained that the Town had put out an RFQ for Code Enforcement and only received one response from Alliance Code Enforcement LLC. Alliance Code Enforcement LLC has a rate of \$50.00 per hour and would be contracted for 10 hours per week. This change in contractors will increase our Code Enforcement from 17.33 hours a month to 40 hours a month. Manager Ambrose explained that he recommends awarding the bid to Alliance Code Enforcement LLC but having their contract expire on June 30, 2025, which allows time for staff to ensure we would like to continue with this vendor.

Mayor Meredith Bare Smith explained that she has had several Town citizens explain to her how proud they are of the town's work on cleaning up so many properties and their work downtown. She expressed her gratitude to the Town and staff for their hard work in these areas.

5.6 Consider Approval to Award the Town Wide Seasonal Banners Project Bid (Project 25-06)

Town Manager Michael Ambrose gave a brief overview of the proposed Town Wide Seasonal Banners. Manager Ambrose explained that Town staff had been working with MOSCA designs on this project and renderings. Each sign option will come with two different designs and there will be eleven of each design (22 total for each design).

Mayor Meredith Bare Smith explained that she was happy with the banners but requested some verification on colors and sayings. Discussion was had between Board members and Manager Ambrose on other renderings and ideas for the Towns' banners.

6.1 Consider Approval of the Routes for the Town of Landis Walking Map (Project 25-63)

Parks and Recreation Director, Jessica St. Martin gave a brief update and overview of where the Town was at with the walking map. She explained the need to rename the current "gold" and "red" loop.

Discussion was had between Board members and Director St. Martin about names and ideas for the loops and map. Ideas for the loop name included "Raider Loop", "Raiders Way", "Raiders Route", "Yellow Jacket Loop", "Yellow Jacket Way", "Raiders Run", and "Discover Landis Walking Map".

3. CLOSING:

3.1 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING AT 6:54 PM.

Moved by: Darrell Overcash, seconded by Tony Corriher

Motion Passed: 3-0

Voting For: Ryan Nelms, Tony Corriher, Darrell Overcash

Respectfully Submitted,



Madison T. Stegall, Town Clerk

DRAFT



BOARD OF ALDERMAN

Monday, February 10, 2025 at 6:00 PM
Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

Staff Present: Town Manager Michael Ambrose, Deputy Town Clerk Angie Sands, Deputy Town Clerk Maddalyn Shuffler, Town Attorney Rick Locklear, Fire Chief Jason Smith, Public Works Director Blake Abernathy, Parks And Rec Director Jessica St. Martin, Planning, Zoning, & Subdivision Administrator Phil Collins

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Moment of Silence and Pledge of Allegiance

Mayor Smith led those 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 Tony Corriher

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.

2.1 Consider Approval of the Minutes from the January 13, 2025 Board of Alderman Meeting

2.2 Consider Approval of the Fire Department Applying for the Firehouse Subs Public Safety Grant to Purchase Fire Hose for Engine 441 and the Reserve Apparatus

2.3 Consider Approval of the Police Department Applying for the Firehouse Subs Grant for 12 Rifle Plates and Carriers

ACTION: A MOTION WAS MADE TO APPROVE THE CONSENT 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

3. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

3.1 Citizens' Comments

- **Nadine Cherry – 410 W. Garden St.** – “I would like to let everyone know back during the special called meeting in October, Manger Ambrose was given a ten percent raise. Then during the Board meeting in January last month, he was given another ten percent raise due to the fact the Finance Director was either fired or forced to resign or plain quit. If I am not wrong, Michael Ambrose stated he would do her job until someone is hired to do the job. Two years ago, it was told in court by the prosecutor, municipalities that adopt a Town Manager style of government do so with the understanding that the Finance Officer and Town Manager will serve as checks and balances on the other. Stay tuned.”

4. ORDINANCES/RESOLUTIONS:

4.1 Consider Approval of Setting a Public Hearing for March 17, 2025 for Zoning Map Amendment ZMA-2025-03-17-02 Parcel #130 045 - Mt. Moriah Church Road - SFR-2 to SFR-3

ACTION: A MOTION WAS MADE TO APPROVE SETTING A PUBLIC HEARING FOR MARCH 17, 2025 FOR ZMA-2025-03-17-02 PARCEL #130 045 – MT. MORIAH CHURCH ROAD – SFR-2 TO SFR-3.

Moved By: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

4.2 Consider Approval of Setting a Public Hearing for March 17, 2025 for the Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)

ACTION: A MOTION WAS MADE TO ADOPT RESOLUTION #2025-02-10-1 DIRECTING THE CLERK TO INVESTIGATE AN ANNEXATION PETITION ALONG WITH CORRESPONDING RESOLUTION #2025-02-10-2 TO APPROVE SETTING A PUBLIC HEARING FOR MARCH 17, 2025 FOR THE VOLUNTARY ANNEXATION PETITION FOR CONTIGUOUS PROPERTY - 0 N. CANNON BOULEVARD, LANDIS, NC 28088 (ROWAN COUNTY PARCEL ID 133A059).

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

4.3 Consider Approval of Selling Surplus Town Property -W. Taylor St. - Parcel #107 05601 (Project 25-79) and Corresponding Resolution 2025-02-10-03 Authorizing the Advertisement of an Offer to Purchase Certain Property

ACTION: A MOTION WAS MADE TO RECUSE MAYOR PRO-TEM ASHLEY STEWART.

Moved By: Darrell Overcash, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Ryan Nelms, Tony Corriher, Darrell Overcash

ACTION: A MOTION WAS MADE TO APPROVE THE SURPLUS OF TOWN PROPERTY- W. TAYLOR ST. - PARCEL #107 05601 (PROJECT 25-79) AND CORRESPONDING RESOLUTION 2025-02-10-03 AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN PROPERTY.

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (3-0)

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

ACTION: A MOTION WAS MADE TO APPROVE SETTING A PUBLIC HEARING FOR MARCH 17, 2025 FOR THE REZONING OF SURPLUS TOWN PROPERTY – W TAYLOR ST – PARCEL #107 05601.

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Ryan Nelms, Tony Corriher, Darrell Overcash

ACTION: A MOTION WAS MADE TO ALLOW MAYOR PRO-TEM ASHLEY STEWART TO RETURN TO SESSION.

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (3-0)

Voting For: Ryan Nelms, Tony Corriher, Darrell Overcash

4.4 Consider Approval of Setting a Public Hearing for the Reciprocal Agreement for Water & Sewer Connection with the City of Kannapolis for March 17, 2025

Town Manager Michael Ambrose gave a brief explanation of the Reciprocal Agreement for water and sewer connection with the City of Kannapolis. Manager Ambrose stated that this was an agreement for the Town to lease water from the City of Kannapolis for our storage.

ACTION: A MOTION WAS MADE TO APPROVE SETTING THE PUBLIC HEARING FOR MARCH 17, 2025 FOR THE RECIPROCAL AGREEMENT FOR WATER & SEWER CONNECTION WITH THE CITY OF KANNAPOLIS FOR MARCH 17, 2025.

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

4.5 Consider Approval of Setting the Public Hearing for the Irish Creek Development Agreement with the City of Kannapolis and Annexation for March 17, 2025

ACTION: A MOTION WAS MADE TO APPROVE SETTING THE PUBLIC HEARING FOR THE IRISH CREEK DEVELOPMENT AGREEMENT WITH THE CITY OF KANNAPOLIS AND ANNEXATION FOR MARCH 17, 2025.

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

5. CONSIDERATIONS:

5.1 Consider Motion to Enter Closed Session Pursuant to N.C.G.S.143-318.11(a)(3) For Attorney Client Privilege Regarding Legal Claims

ACTION: A MOTION WAS MADE TO ENTER CLOSED SESSION PURSUANT TO N.C.G.S.143-318.11(A)(3) FOR ATTORNEY CLIENT PRIVILEGE REGARDING LEGAL CLAIMS.

Moved By: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

Closed Session was held in the Executive Conference Room

ACTION: A MOTION WAS MADE TO ADJOURN CLOSED SESSION.

Moved By: Ryan Nelms, seconded by Tony Corriher

Motion Passed: (4-0)

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

5.2 Consider Approval of Relocating the Historical Structures Within the Future DC & Frances Linn Park (Project 25-21)

Parks & Recreation Director Jessica St. Martin gave a brief overview of the relocation project for DCFL Park. She explained that the first phase in the development of the future DCFL Park will require two of the historic buildings on site, the old jail and the old post office/doctor's office, to be relocated approximately 300 feet towards the historic train depot. Staff received two quotes for the relocation, one from Elite Structural Movers and another from Oldham Movers. The quote received for Elite Structural Movers is \$20,000, and the quote for Oldham Movers is \$15,000. Director St. Martin made the recommendation to award the bid to Oldham Movers for the cost of \$15,000. This company is in closer proximity to Rowan County, which is cost-efficient and more accessible to meet our timeline needs.

ACTION: A MOTION WAS MADE TO APPROVE USING OLDHAM MOVERS TO RELOCATE THE HISTORICAL STRUCTURES WITHIN THE FUTURE DC & FRANCES LINN PARK (PROJECT 25-21) IN THE AMOUNT OF \$15,000.

Moved By: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

5.3 Consider Approval to Award the Town-wide Street Sign Replacement Project Bid (Project 25-70)

Town Manager Michael Ambrose gave a brief description of the street sign project. He explained that staff have been working with the City of Kannapolis on this project. Kannapolis was able to quote the Town significantly cheaper on price per sign compared to other quotes received. The hardware for the new signs provided by the City of Kannapolis would be \$109.18 for the decorative frames, and \$15 dollars per pole cap needed, which hold the sign in place. Manager Ambrose brought an example of these signs to show the Board.

Mayor Meredith Bare Smith stated that she does like the look of the sign, however, the logo on the proposed sign was very small and asked if there is a way to work with Kannapolis on expanding the logo on the signs.

Manager Ambrose explained that in order to enlarge the logo it would cut off the top portions of the logo and potentially cut off wording. Discussion was had between Manager Ambrose and Board Members about possible logo ideas and sizes for the street signs.

ACTION: A MOTION WAS MADE TO APPROVE USING THE CITY OF KANNAPOLIS TO CONSTRUCT NEW STREET SIGNS FOR THE TOWN-WIDE STREET SIGN REPLACEMENT PROJECT (PROJECT 25-70).

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

5.4 Consider Approval to Award the Remodeling the Fire Department Shower at Station 44 Project Bid (Project 25-53) and Corresponding Budget Amendment #19

Fire Chief Jason Smith gave a brief overview of the condition of the shower at Station 44. Chief Smith explained that the current shower used by personnel is a fiberglass surround unit that has a cracked bottom and is not level. The crack could possibly lead to damage underneath the shower unit and the unlevel floor causes water to pool in the unit. The new shower would be constructed from the floor up with a new shower pan, tiled floor and walls, new plumbing, and be ADA compliant. The department is requesting the work be completed utilizing the Restricted "ARPA" funding. Chief Smith received three quotes for this project from Mallard Building Concepts in the amount of \$9,000, Carolina Construction Entities in the amount of \$9,643, and JKL Construction in the amount of \$10,800.

ACTION: A MOTION WAS MADE TO AWARD MALLARD BUILDING CONCEPTS THE FIRE DEPARTMENT SHOWER REMODEL (PROJECT 25-53) IN THE AMOUNT OF \$9,000 UTILIZING THE RESTRICTED ARPA FUNDING.

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

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

5.5 Consider Approval to Award the Code Enforcement Contract Bid

Town Manager Michael Ambrose explained the Code Enforcement Contract to the Board. He explained that the Town advertised for a Code Enforcement company to take over the code enforcement needs of the town through a formal Request for Qualifications. The only response received was from Alliance Code Enforcement LLC, at the rate of \$50 per hour for a minimum of ten hours a week. This requirement will increase our code enforcement from 17.33 hours a month to 40 hours a month. Manager Ambrose made the recommendation to award Alliance Code Enforcement the Contract Bid and additionally proposed to have the contract ending June 30, 2025. This will allow the Board and Staff to evaluate the partnership, and allow for adjustments to be made, if necessary.

ACTION: A MOTION WAS MADE TO AWARD ALLIANCE CODE ENFORCEMENT LLC THE CODE ENFORCEMENT CONTRACT BID AT THE RATE OF \$50 PER HOUR FOR A MINIMUM OF 10 HOURS PER WEEK.

Moved By: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

5.6 Consider Approval to Award the Town Wide Seasonal Banners Project Bid (Project 25-06)

Town Manager Michael Ambrose showcased the tentative designs for the Town Wide Banners that were created by Town Staff and MOSCA Designs. This project is being fully funded through the Downtown Revitalization Grant received in 2024 through NC State Appropriations.

ACTION: A MOTION WAS MADE TO AWARD MOSCA DESIGNS THE TOWN WIDE SEASONAL BANNER PROJECT BID (PROJECT 25-06) IN THE AMOUNT OF \$9,315.19.

Moved By: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

5.7 Consider Approval of Discussion Regarding the Old Landis High School Building (Project 25-84)

Town Manager Michael Ambrose explained that the Town is looking to purchase the old Landis High School for future development and parking. He explained that the Town would like to submit an offer of \$10,000.00 to the School Board.

ACTION: A MOTION WAS MADE TO PLACE AN OFFER OF \$10,000 ON THE OLD LANDIS HIGH SCHOOL BUILDING TO THE ROWAN COUNTY SCHOOL BOARD.

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

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

5.8 Consider Discussion of Town Hall Roof Warranty and Painting Update (Project 25-58) TABLED

Town Manager Michael Ambrose explained to the Board that as of current there is no new updates, and we are waiting to hear from the claims department at McElroy Metal on if the claim for the roof was approved or denied.

Mayor Meredith Bare Smith requested that Town staff work with Town Attorney Richard Locklear on composing a formal letter that would be sent to McElroy Metal for this claim.

ACTION: A MOTION WAS MADE TO TABLE THE TOWN HALL ROOF WARRANTY AND PAINTING UNTIL THE MARCH MEETING.

Moved By: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (3-1)

Voting For: Ashley Stewart, Ryan Nelms, Darrell Overcash

Voting Against: Tony Corriher

6. OLD BUSINESS:

6.1 Consider Approval of the Routes for the Town of Landis Walking Map (Project 25-63)

Mayor Smith gave a brief overview of the Boards ideas that were discussed at the February 6th Work Session. The “red” loop will be named ‘Raiders Route’, the “yellow” loop will be named ‘Yellow Jacket Loop’, and the walking map itself will be called ‘Discover Landis Walking Map’.

ACTION: A MOTION WAS MADE TO APPROVE NAMING THE WALKING MAP “DISCOVER LANDIS WALKING MAP” AND NAMING THE RED LOOP “RAIDERS ROUTE” AND THE YELLOW LOOP “YELLOW JACKET LOOP”.

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

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)

- February 5th – Senior Luncheon and Bingo at Trinity Lutheran Church 12:00PM
- February 6th – Landis Fire Department Push-In Celebration for New Firetruck 5:00 PM-6:00 PM
- February 6th – Board of Aldermen Work Session Meeting at 6:00 PM
- February 10th – Board of Aldermen Meeting at 6:00 PM
- February 18th – Planning Board Meeting at 6:00 PM
- March 6th – Board of Aldermen Work Session Meeting at 5:30PM
- March 17th – Board of Aldermen Meeting at 6:00 PM
- March 18th – Planning Board Meeting at 6:00 PM
- March 19th – Board of Aldermen Budget Retreat from 9:00 AM to 12:00 PM

9. CLOSING:

9.1 Board Comments

No Comments

9.2 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN AT 6:47 PM

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

Respectfully Submitted,

Madison T. Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Budget Amendment #20 to Receive Funds for the Board Room Carpet Restoration**

DETAILS:

The Town had a leak into the Board Room area in January 2025, Staff reached out to Selective Insurance, and they provided Serve Pro to assist with the restoration. Serve Pro completed the restoration efforts, and were able to save our newly remodel board room. The Town had to pay Serve Pro, so the insurance company could reimburse the town. This will require the approval of Budget Amendment #20 to accommodate accept the funds back into the town's budget.



Joseph Welch
Selective Insurance Company of America
Mailing address for correspondence:
PO Box 7264
London, KY 40742
Phone: 803-280-1095
Fax: 877-233-0917
Joseph.Welch@Selective.com

1/13/2025

Town Of Landis
Attn: Madison Stegall
312 S Main St
Landis, NC 28088

Insured: Town Of Landis
Policy #: S2367029
Claim/File#: 22702625
Date of Loss: 12/11/2024
Underwriting Company: Selective Insurance Company of America

Dear Ms. Stegall,

I am following up on our recent conversation about the damage to your property. I have provided a summary of your payment calculation below.

Please review the estimate provided and discuss it with your contractor. Should you or your contractor have any questions about any portion of the estimate, please contact me before beginning any repairs.

Building: \$4,179.19
Minus Deductible: -\$2,500.00
Payment: \$1,679.19

I have released a total payment of \$1,863.91 based on the deductible provisions in your policy. This payment should arrive in the next 5-7 business days.

If you have any questions, please contact me at (803) 280-1095 or Joseph.Welch@selective.com.

Sincerely,

Handwritten signature of Joseph Welch

Joseph Welch
Property Claims Specialist

PO Box 7264
London, KY 40742
Fax: 877-233-0917

Insured: Town Of Landis
Property: 312 S MAIN ST
LANDIS, NC 28088
Business: Po Box 8165
Landis, NC 28088-8165
Home: 312 S MAIN ST
LANDIS, NC 28088

E-mail: JMCMLLEN@TOWNOFLANDIS
NC.GOV

Claim Rep.: Joe Welch

Business: (803) 280-1095
E-mail: Joseph.Welch@selective.com

Estimator: Joe Welch

Business: (803) 280-1095
E-mail: Joseph.Welch@selective.
com

Claim Number: 22702625

Policy Number: S 2367029

Type of Loss: WDAM

Date Contacted: 12/12/2024 1:53 PM

Date of Loss: 12/11/2024 12:00 AM

Date Received: 12/11/2024 12:00 AM

Date Inspected: 12/13/2024 1:30 PM

Date Entered: 12/12/2024 1:56 PM

Date Est. Completed: 1/13/2025 2:52 PM

Price List: NCWS8X_DEC24
Restoration/Service/Remodel
Estimate: TOWN_OF_LANDIS5

Important! Please Read First:

This estimate is prepared using prevailing prices of building materials and labor in your area. The decision to use and the choice of any particular contractor is entirely insured's privilege and ultimate responsibility. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact your adjuster immediately. Any request for supplemental funds must be made prior to the supplemental work being performed, or such requests cannot be honored.

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London, KY 40742
Fax: 877-233-0917

TOWN_OF_LANDIS5

ChemDry Billing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Cleaning (Bid Item)	1.00 EA	320.00	0.00	320.00	(0.00)	320.00
Totals: ChemDry Billing			0.00	320.00	0.00	320.00

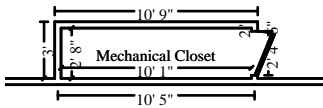
Servpro Billing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
2. Servpro Billing*	1.00 EA	3,859.19	0.00	3,859.19	(0.00)	3,859.19
Totals: Servpro Billing			0.00	3,859.19	0.00	3,859.19

Main Level

Mechanical Closet

Height: 8'

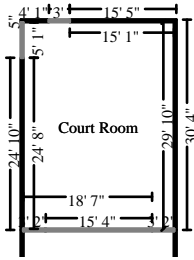


188.44 SF Walls	26.89 SF Ceiling
215.33 SF Walls & Ceiling	26.89 SF Floor
2.99 SY Flooring	23.17 LF Floor Perimeter
25.50 LF Ceil. Perimeter	

Door **2' 4" X 6' 8"** **Opens into ROOM1**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
3. Air mover (per 24 hour period) - No monitoring	10.00 EA					PER INVOICE
4. Water extraction from hard surface floor - Cat 2 water	26.89 SF					PER INVOICE
5. Apply anti-microbial agent to the floor	26.89 SF					PER INVOICE
Totals: Mechanical Closet			0.00	0.00	0.00	0.00

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Court Room

Height: 8'

651.78 SF Walls	648.88 SF Ceiling
1300.65 SF Walls & Ceiling	648.88 SF Floor
72.10 SY Flooring	88.75 LF Floor Perimeter
81.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

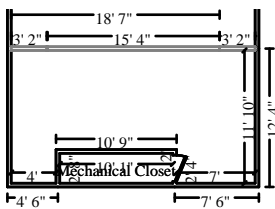
5' 1" X 6' 8"

Opens into Exterior

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into Exterior



Subroom: Room1 (1)

Height: 8'

450.11 SF Walls	225.13 SF Ceiling
675.24 SF Walls & Ceiling	225.13 SF Floor
25.01 SY Flooring	64.50 LF Floor Perimeter
51.50 LF Ceil. Perimeter	

Door

2' 4" X 6' 8"

Opens into MECHANICAL_C

Missing Wall

3' 2" X 8'

Opens into COURT_ROOM

Missing Wall - Goes to Ceiling

15' 4" X 4' 6"

Opens into COURT_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
6. Air mover (per 24 hour period) - No monitoring	50.00	EA				PER INVOICE
7. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	5.00	EA				PER INVOICE
8. Water extraction from carpeted floor - Cat 2 water - Heavy	300.00	SF				PER INVOICE
9. Apply anti-microbial agent to the surface area	300.00	SF				PER INVOICE
10. Content Manipulation charge - per hour	2.00	HR				PER INVOICE
Totals: Court Room			0.00	0.00	0.00	0.00

Mitigation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
11. Equipment setup, take down, and monitoring (hourly charge)	10.00	HR				PER INVOICE
Totals: Mitigation			0.00	0.00	0.00	0.00
Line Item Totals: TOWN_OF_LANDIS5			0.00	4,179.19	0.00	4,179.19

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Grand Total Areas:

1,290.33 SF Walls	900.89 SF Ceiling	2,191.22 SF Walls and Ceiling
900.89 SF Floor	100.10 SY Flooring	176.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	158.50 LF Ceil. Perimeter
900.89 Floor Area	956.44 Total Area	1,290.33 Interior Wall Area
1,117.61 Exterior Wall Area	130.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Summary for Sewer/Drain Back up

Line Item Total	4,179.19
Replacement Cost Value	\$4,179.19
Less Deductible	(2,500.00)
Net Claim	\$1,679.19

Joe Welch

PO Box 7264
London, KY 40742
Fax: 877-233-0917

Recap of Taxes

	Material Sales Tax (7%)	Laundry & D/C Tax (7%)	Manuf. Home Tax (4.75%)	Storage Rental Tax (7%)	Local Food Tax (2%)	Total Tax (7%)	Mat Tax (Rpr/Maint) (7%)
Line Items	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Recap by Room

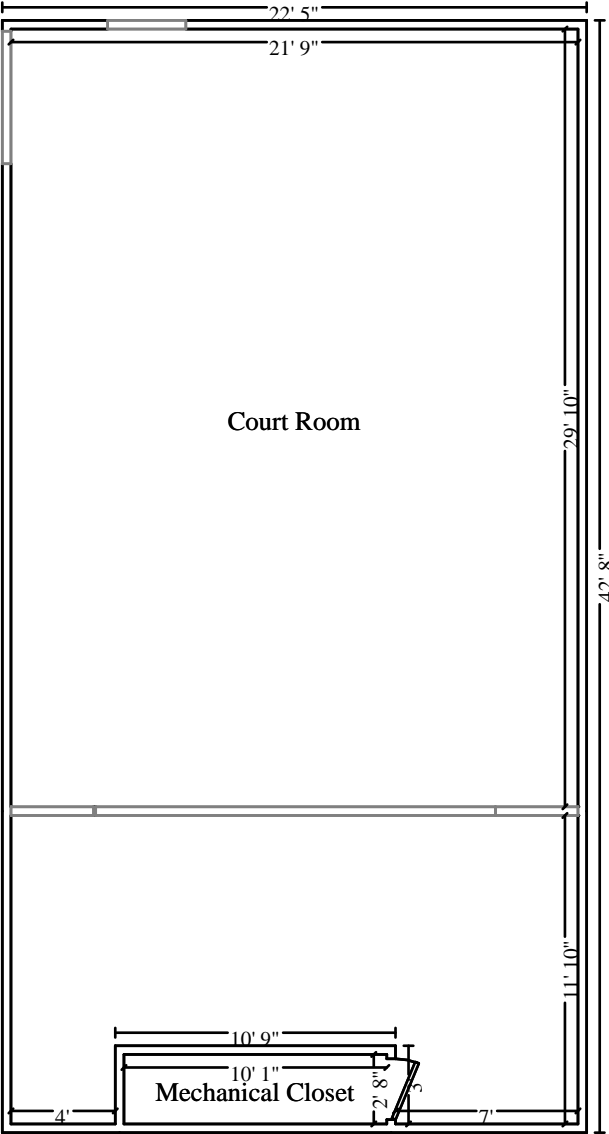
Estimate: TOWN_OF_LANDIS5

ChemDry Billing	320.00	7.66%
Servpro Billing	3,859.19	92.34%
<hr/>		
Subtotal of Areas	4,179.19	100.00%
<hr/>		
Total	4,179.19	100.00%

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Recap by Category

Items	Total	%
CLEANING	320.00	7.66%
WATER EXTRACTION & REMEDIATION	3,859.19	92.34%
Subtotal	4,179.19	100.00%



Town of Landis, NC
Budget Amendment #20
Monday, March 17, 2025

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
10-0000-4530	Insurance Proceeds	-	1,679.00		1,679.00
10-5000-5250	Professional Services	90,000.00	1,679.00		91,679.00
			3,358.00	0	3,358.00

To receive funds from the insurance claim on the boardroom waterleak.

Was presented to the Board of Aldermen and approved on:

Date:

Prepared by:

Date:

Reviewed by:

Date:



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
SUBMITTED BY: Madison Stegall, Town Clerk/HR Director
ITEM TYPE: Consideration
AGENDA SECTION: Consent Agenda
SUBJECT: **Consider Approval of the Update to the Digital Records Policy**

DETAILS:

Consider approval of the updated Town of Landis Digital Records Policy. This policy was originally approved at the February 12, 2024 Board of Alderman meeting, and has since been updated to reflect the new digital imaging software system Laserfiche on page 7. With approval, this policy will then be signed by the appropriate representatives and re-recorded with the North Carolina Department of Natural and Cultural Resources.

This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication Guidelines for Managing Trustworthy Digital Public Records Version 2.1. Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records’ admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the Town’s in house imaging system, which reduces required storage space for original documents as the Town transitions to a “more paperless” digital system and provides instant and simultaneous access to documents as needed. This policy will supersede any electronic records system policy previously adopted.



ELECTRONIC RECORDS & IMAGING POLICY AND PROCEDURES

February 12, 2024

Updated March 17, 2025

TABLE OF CONTENTS

- 1. Purpose..... 2
- 2. Responsible Parties..... 2
- 3. Availability of System and Records for Outside Inspection..... 3
- 4. Maintenance of Trustworthy Electronic Records..... 4
- 5. Components of Information Technology System..... 5
- 6. Documentation of Information Technology System..... 6
- 7. Digital Imaging Program Documentation and Procedures..... 6
- 8. Other Electronic Records Management Practices..... 8
- 9. Compliance and Electronic Records Self-Warranty..... 9
- 10. Request for Disposal of Original Records Duplicated by Electronic Means..... 10
- 11. Signatures..... 11

Subject: Electronic Records Policy Number: _____
 Effective date: _____ Modified date: _____

Type of Government Office: County Municipal State Agency Other*

Municipality: Town of Landis
 Office Address: 312 S. Main Street, Landis, NC 28088
 Phone: 704-857-2411 Fax: 704-855-3350

1. PURPOSE

The records covered by this policy are in the custody of the Town of Landis and are maintained for the benefit of the Town's use in delivering services and in documenting the Town's operations. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication *Guidelines for Managing Trustworthy Digital Public Records* Version 2.1. Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the Town's in house imaging system, which reduces required storage space for original documents as the Town transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The form provided in Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*, is completed and submitted to the Department of Natural and Cultural Resources whenever the Town wishes to dispose of a series of paper records that have been digitized.

This policy will supersede any electronic records system policy previously adopted. This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at the Department of Natural and Cultural Resources.

2. RESPONSIBLE PARTIES

- a) Department Director
- b) IT Department
- c) Records Creators

a) Department Director – Responsibilities Include:

1. Determining access rights to the system.
2. Ensuring training of records creators.
3. Approving systems as configured by IT.
4. Periodically auditing imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed.
5. Establishing and providing training on equipment and software, documenting such training, and providing remedial training as needed. Such training includes, but is not limited to, training on the imaging system.
6. Creating and updating detailed procedural manuals describing the imaging process and equipment.

b) IT Department – Responsibilities Include:

1. Installing and maintaining equipment and software.

2. Configuring the system according to the Town’s needs, including creating and testing appropriate indexes.
3. Controlling access rights to the system.
4. Maintaining documentation of system hardware and software.
5. Establishing audit trails that document actions taken on records stored by the information technology system.
6. Providing backups for system records and recovering deleted imaged records when necessary.
7. Completing a disaster recovery backup at least once every two years.

c) Records Creators – Responsibilities Include:

1. Attending and signing off on training conducted by Town staff or by the Department of Natural and Cultural Resources.
2. Creating passwords for computers that are long, complex, and frequently changed.
3. Creating and managing electronic records in their purview in accordance with the policies and other guidance issued by the Department of Natural and Cultural Resources and complying with all IT security policies.
4. Reviewing system records annually and purging records in accordance with the retention schedule.
5. Guaranteeing that records, regardless of format, be retained for the period of time required by local records retention schedules.
6. Carrying out day-to-day processes associated with the agency’s imaging program, including:
 7. Designating records to be entered into the imaging system.
 8. Noting confidential information or otherwise protected records and fields.
 9. Removing transitory records from the scanning queue.
 10. Completing indexing guide form for each record being scanned.
 11. Reviewing images and indexing for quality assurance.
 12. Naming and storing the scanned images in designated folders.
 13. Once approved, destroying or otherwise disposing of original records in accordance with guidance issued by the Department of Natural and Cultural Resources
14. Conducting any necessary batch conversions or batch renaming of imaged records.
15. Town employees who have been approved to telecommute or use mobile computing devices must:
 - Comply with all information technology security policies, including the Town and statewide acceptable use policies, as well as all statutes and policies governing public records.
 - Back up information stored on the mobile device daily to ensure proper recovery and restoration of data files.
 - Keep the backup medium separate from the mobile computer when a mobile computer is outside a secure area.

3. AVAILABILITY OF SYSTEM AND RECORDS FOR OUTSIDE INSPECTION

The Town of Landis recognizes that the judicial system may request pretrial discovery of the information technology system used to produce records and related materials. Town personnel will honor requests for outside inspection of the system and testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must continue to exist when litigation, government investigation, or

audit is pending or imminent, or if a court order may prohibit specified records from being otherwise rendered unavailable.

In order to lay a proper foundation for the purpose of admitting the Town's electronic records into evidence, the Town will be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- Procedural manuals
- System documentation
- Training documentation
- Audit documentation
- Audit trails

The Town will also honor inspection and copy requests pursuant to N.C. G.S. § 132. The Town should produce the records created and used in the course of business, maintaining an established folder structure as applicable. The Town should produce records in any format it is capable of producing if asked by the requesting party; however, the Town is not required to create or compile a record that does not already exist. If it is necessary to separate confidential from non-confidential information in order to permit the inspection or copying of the public records, the Town will bear the cost of such separation.

4. MAINTENANCE OF TRUSTWORTHY ELECTRONIC RECORDS

- a) Produced by Methods that Ensure Accuracy
- b) Maintained in a Secure Environment
- c) Associated and Linked with Appropriate Metadata
- d) Stored on Media that are Regularly Assessed and Refreshed

a) Produced by Methods that Ensure Accuracy

All platforms used by the Town to create and manage electronic records, including e-mail clients, social media platforms, and cloud computing platforms, conform with all Department of Natural and Cultural Resources policies and all applicable IT security policies.

Electronic files are named in accordance with the *Best Practices for File Naming* published by the Department of Natural and Cultural Resources.

Electronic files are saved in formats that comply with DNCR's File Format Guidelines for Management and Long-Term Retention of Electronic Records. File formats used by the Town are identified as standard by DNCR and are well-supported, backwards compatible, and have robust metadata support.

b) Maintained in a Secure Environment

Security of the system and the records it holds is maintained in the following ways:

- Access rights are managed by the IT department and are assigned by a supervising authority to prevent unauthorized viewing of documents.
- The information technology system is able to separate confidential from non-confidential information, or data creators organize and name file systems in such a way to identify confidentiality of the documents.

- Folders with confidential information are restricted, and access rights to confidential data are managed. Confidential material is redacted before it is shared or otherwise made available.
- Physical access to computers, disks, and external hard drives is restricted.
- All system password and operating procedure manuals are kept in secure off-site storage.

c) Associated and Linked with Appropriate Metadata

Metadata is maintained alongside the record. At a minimum, metadata retained includes file creator, date created, title (stored as the file name), and when appropriate, cell formulae and e-mail header information. Employees are not instructed to create metadata other than metadata that is essential for a file’s current use and/or retention.

d) Stored on Media that are Regularly Assessed and Refreshed

Data is converted to new usable file types as old ones become obsolete or otherwise deteriorate. The following steps are taken to ensure the continued accessibility of records kept in electronic formats:

- Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media.
- Records are periodically verified through hash algorithms. This is required before and after the transfer to new media to ensure the records were not altered.
- Media is refreshed every three to five years. The Town documents when and how records are transferred from one storage medium to another. Once the new media has been sampled to assure the quality of the transfer, the original media may be destroyed according to the guidelines of 07 NCAC 04M .0510.
- Records are periodically migrated to new file types, particularly when a new information technology system requires that they be brought forward in order to render the file properly.
- Metadata is maintained during transfers and migrations.
- Storage media are maintained in a manner and in an environment that promotes bit-level preservation. Humidity does not exceed 50% and should not fall below 30%. Room temperature is set between 65° F to 75° F. The Town adheres to the media manufacturers’ recommendations for specific environmental conditions in which the media should be stored.
- Whatever media is used to store data is clearly labeled with enough information that its contents can be determined (e.g., optical media should have a physical label; data stored on a server should be indexed).

5. COMPONENTS OF INFORMATION TECHNOLOGY SYSTEM

- a) Training Programs
- b) Audit Trails
- c) Audits

a) Training Programs

The Department Director will conduct training for system use and electronic records management, using material published by the Department of Natural and Cultural Resources when appropriate. All employees will be made aware of system procedures and policies and trained on them; employees will acknowledge by initialization or signature that they are aware of the policies and have received training on them. When appropriate, employees will also attend trainings offered by the Department of Natural and Cultural Resources on the maintenance of electronic records. Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs, and other relevant information.

b) Audit Trails

The IT department will maintain documentation on who has read and/or write permission to files maintained by the Town. A log of activities on the system may be maintained, which shows who accessed the system, how and by whom records were created and modified, and whether standard procedures were followed.

c) Audits

Audits are designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits are conducted regularly by the Town's IT staff, at least annually.

6. DOCUMENTATION OF INFORMATION TECHNOLOGY SYSTEM

- a) System Design
- b) Retention of System Documentation

a) System Design

The Town of Landis maintains documentation that describes system procedures, practices, and workflows. This documentation also identifies system software and hardware and captures the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It explains how the system operates from a functional user and data processing point of view. Documentation is reviewed and updated by IT staff annually or upon implementation of a new information technology system. Such documentation maintained by the Town includes:

- Procedural manuals
- System documentation
- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- Service level agreements for contracted information technology services

b) Retention of System Documentation

One set of all system documentation will be maintained during the period for which the records produced by the process or system could likely be subject to court review and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the Town of Landis's records retention schedule.

7. DIGITAL IMAGING PROGRAM DOCUMENTATION AND PROCEDURES

- a) System and Procedural Documentation
- b) Training
- c) Indexing and Metadata
- d) Auditing and Audit Trails
- e) Retention of Original and Duplicate Records

a) System and Procedural Documentation

The Department Directors are responsible for preparing and updating detailed procedures that describe the process followed to create and manage imaged electronic records. This documentation will include a description of the system hardware and software. A current procedural manual will be maintained to ensure the most

current steps are followed and to ensure reliable system documentation will be available for judicial proceedings.

Each workstation designated as a scanning station will have, at a minimum, the following hardware and software, unless the scanner is collocated by means of a network interface:

- Document/image scanner authorized by IT: FUJITSU ScanSnap iX1600
- Driver software for scanner: ScanSnap Specific Driver
- Imaging software: Laserfiche by MCCi
- Instructions manual, maintained by a Department Director, describing in detail the steps required in the scanning process. This manual will also define:
 - The resolution of scanned images, as well as any compression standard used.
 - The file formats of scanned images.
 - The file naming conventions used for scanned images.
 - Whether batch conversion or batch file re-naming will be necessary, and what tool is used for such conversions.
 - How the scanned images will be stored in the file system.
 - Whether any image enhancement techniques should be conducted after imaging.

b) Training

Only designated staff that have been formally trained by a Department Director and have signed off on training documentation on the use of the imaging software and equipment will be allowed to scan records. Components of the training will include basic techniques for image capture, indexing, quality control, security configuration, auditing, use of equipment, and general system maintenance. Permissions to image and index records will not be assigned until the user has been trained. If a user improperly indexes or scans a document, an auditor will address this occurrence with the user, and remedial training will be required.

c) Indexing and Metadata

All imaged records must be indexed in order to facilitate efficient retrieval, ease of use, and up-to-date information about the images stored. This index should capture the content, structure, and context of the imaged records and will be developed by IT staff prior to the implementation of any imaging system. Metadata will be maintained in accordance with the guidelines provided in Section 4, *Maintenance of Trustworthy Electronic Records*.

d) Auditing and Audit Trails

Staff trained to conduct imaging will conduct a quality control audit following the imaging of a record to ensure that the following features of the imaged record are legible:

- Individual letters, numbers, and symbols.
- Combinations of letters, numbers, and symbols forming words or sentences.
- Graphics such as signatures, logos, and pictures.
- Other features of records such as color, shape, texture, etc., that relate to the content of the information.

Managerial staff for the various units of the Town will also periodically audit imaged records for accuracy, readability, and reproduction capabilities. Written quality control documentation will be prepared indicating the sampling of records and what remedial procedures were followed if the expected level of accuracy was not achieved.

Audit trails should be built into the imaging system that will automatically document who created, modifies, or otherwise accesses records and what procedures were taken. Audit trails include the success or failure, date, time, and user of the following events:

- Add/Edit electronic document
- Assign index template
- Copy document
- Copy pages
- Create document/folder
- Delete entry
- Delete pages
- Delete volume
- Edit image
- E-mail document
- Export document
- Index creation/deletion/modification
- Insert page
- Log in/out
- Move document
- Move pages
- Print document

Managerial staff will document by position title employees that have the authority to complete each of the tasks listed.

e) Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, the Town will complete Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*. For each records series identified for scanning, the Department of Natural and Cultural Resources must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records and assume all legal authorities, these scanned records will be considered the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule. The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the Town's duplicate "working" record or reference copy.

8. OTHER ELECTRONIC RECORDS MANAGEMENT PRACTICES

- a) System Planning
- b) Shared Drive Management
- c) Security and Disaster Backup and Restoration
- d) Cloud Computing

a) System Planning

Based on what format best serves the records retention requirements, The Town of Landis uses paper media, electronic media, and microfilm. For example: paper media is used for permanent records while electronic media is for short term retention.

b) Shared Drive Management

Employees use shared storage for collaboration and access. Procedures for the use of this shared storage comply with DNCR's guidance document *Global Shared Storage Guidelines*.

c) Security and Disaster Backup and Restoration

The Town has a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss are generated for all but the most transitory of files. Routine backups are conducted three times a day and are kept on an infinite retention schedule. The Town's SharePoint Environment is backed up by the Datto Software as a Service Backup Solution. Imaged documents will be synchronized to SharePoint immediately upon document changes or upon document scanning.

e) Cloud Computing

SharePoint is used as a primary document storage location - the SharePoint environment acts effectively as a server in the O365 cloud which stores all file data within the tenant. No local storage is required, though the OneDrive desktop can be used to sync files to individual workstations to work with them offline or from the file system. Ultimately, the data is stored in SharePoint, in the Microsoft cloud. SharePoint also offers collaboration features - Office documents (think Word, Excel, PowerPoint, etc.) can be opened in 'Co-Authoring' mode (multiple users working on the same document at one time) as long as the file is saved to a location in SharePoint, Teams, or OneDrive. There are some exceptions for certain files, such as password-protected files or macro-enabled files. The Datto SaaS backup solution is used to back up the SharePoint and O365 environments for the Town. If VC3 fails or the Town discontinues service with VC3, the Town will retain full access and control of their O365 tenant and can transfer admin services to another vendor as the Town sees fit.

9. COMPLIANCE AND ELECTRONIC RECORDS SELF-WARRANTY

The completion of this form by all signing employees signals that all employees of the Town will adhere to the rules set forth in this policy. Furthermore, this section is to be used as a self-evaluation tool to ensure that electronic records produced by the Town are created, reproduced, and otherwise managed in accordance with guidelines for electronic public records published by the North Carolina Department of Natural and Cultural Resources. The self-warranting of records in itself does *not* authorize the destruction of records, originals or copies, *nor* does it change current records retention and disposition scheduling procedures. Destructions of records are authorized when the Town approves the current retention and disposition schedule(s). If scanned records are intended to take the place of original paper records, the Town must submit the *Request for Disposal of Original Records Duplicated by Electronic Means* form.

10. REQUEST FOR DISPOSAL OF ORIGINAL RECORDS DUPLICATED BY ELECTRONIC MEANS

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records which have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records which have been microfilmed or photocopied, or to records with permanent retention.

This form can be obtained from the Town Clerk Office or by visiting the State Archives of North Carolina website: archives.ncdcr.gov.

11. SIGNATURES

Each signatory should initial each element for certification, print his/her name on the Approved by line, fill in the job title, and sign and date the form.

- a) Records Custodian
- b) IT Professional or Other Project Supervisor
- c) Town Manager
- d) Department of Natural and Cultural Resources

a) Records Custodian

The records custodian is the person responsible for creating records or managing the staff who create records. The records custodian certifies that:

_____ The records created or duplicated by electronic means in this office are prepared in accordance with these guidelines as indicated by the following statements:

- Quality – Records are legible, accurate, and complete.
- The records are produced or reproduced as part of a regularly conducted activity.
- The records conform to DNCR guidance regarding file formats, file naming, and if applicable, digital preservation guidance produced by DNCR.
- Detailed, documented procedures are in place and followed when the records are created, copied, modified, or duplicated.
- The person who creates, copies, modifies, or duplicates records receives formal training on detailed system procedures prior to records preparation.
- Details of the training received are adequately documented through written policies and procedures.
- Employees sign training records after receiving training.

_____ The Town of Landis will comply with the best practices and standards established by the Department of Natural and Cultural Resources as published on its website.

_____ The Town of Landis will submit to the Department of Natural and Cultural Resources Section 10 of this policy, *Request for Disposal of Original Records Duplicated by Electronic Means*, to seek approval for the destruction of original records that have been converted from paper to electronic record.

_____ Affected records creators will be trained on the proper creation and maintenance of electronic records.

_____ Imaged records will be periodically audited for accuracy, readability, and reproduction capabilities before the original documents are destroyed.

Approved by: _____ Date: _____

Title: _____

Signature: _____

b) IT Professional or Other Project Supervisor

The IT Professional is the person responsible for providing technical support to the records custodians and who may be involved in infrastructure and system maintenance. In the absence of an IT department, the supervisor of the records custodian should verify the following items. The IT Professional certifies that:

_____ Audit trails document the identity of the individual who creates, duplicates, modifies, or otherwise prepares the records, what actions are taken by the individual during the course of the process, when these actions are taken, and what the results of these actions are.

_____ Audits:

- are performed periodically to confirm that the process or system produces accurate results.
- confirm that procedures followed are in accordance with the agency’s documentation.
- are performed routinely on files to ensure no information has been lost.
- are performed by an independent source (i.e., persons other than those who create the records or persons without an interest in the content of the records. Acceptable sources may include different departments or authorized auditing authority).
- are adequately documented.

_____ The process or system hardware and software are adequately documented.

_____ Permanent records conform to all file format, file naming, and digital preservation guidance produced by the Department of Natural and Cultural Resources.

_____ Backup procedures are in place and comply with best practices as established by the Department of Natural and Cultural Resources.

_____ Successful disaster recovery backup is completed at least once every two years.

Approved by: _____ Date: _____

Title: _____

Signature: _____

c) Town Manager

The Town Manager, with the authorization from the Town of Landis Board of Aldermen, is the person responsible for approving internal policies and procedures related to the creation and maintenance of electronic records. The Town Manager certifies that:

_____ Determinations are made regarding employees' permission rights to the electronic records system.

_____ IT's configurations for the electronic records system are reviewed and approved before the electronic records system becomes operational.

Approved by: _____ Date: _____

Title: _____

Signature: _____

d) Department of Natural and Cultural Resources

Approved by: _____ Date: _____

Title: _____

Signature: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: Consider Approval of Awarding the Bid to Purchase for 0 Taylor Street for \$14,300.00 (Parcel #107 05601) Project 25-79

DETAILS:

COOPERATING COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Town of Landis
"Buyer": Amy Lauren Talbert
"Property": 0 Taylor Street, Landis, NC 28088

- 1. FEE: (Check Only One) [X] Seller or [] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [] 10.000 % of the gross sales price; [] A flat fee of \$; or, [] Other:
2. PAYMENT: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement.
3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm.
4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Form with signature lines for Listing Firm, Selling Firm, Seller, Buyer, Entity Seller, and Entity Buyer. Includes handwritten signatures and dates.



North Carolina Association of REALTORS®, Inc.



STANDARD FORM 220 Revised 10/2024 © 10/2024

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract--New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Seller":** Town of Landis
- (b) **"Buyer":** Amy Lauren Talbert
- (c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).
The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.


NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.)

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: 0 Taylor Street
City: Landis Zip: 28088
County: Rowan, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____
The PIN/PID or other identification number of the Property is: 5625-05-29-0668
Other description: Parcel ID. 107 05601 .34 Acres
Some or all of the Property may be described in Deed Book 1190 at Page 474

 This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.
Buyer initials ALT Seller initials _____



STANDARD FORM 12-T
Revised 7/2024
© 7/2024

(d) **"Purchase Price":**

\$ 14,300.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ 14,300.00

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (*specify payment service: _____*)
 BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): _____
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

Buyer initials ALT Seller initials _____

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") March 30, 2025 ;

OR

The period extending for (insert a number only; not "N/A") _____ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on March 31, 2025 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER'S DUE DILIGENCE PROCESS:

- (a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.
- (b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME IS OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: Conventional

USDA Other type: _____

_____ in the principal amount of _____.

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

- Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.
- Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
- (i) any loan obtained by Buyer;
 - (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
 - (iii) appraisal;
 - (iv) title search;
 - (v) title insurance;
 - (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
 - (vii) recording the deed; and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

- (a) **Ownership:** Seller represents that Seller:
- has owned the Property for at least one year.
 - has owned the Property for less than one year.
 - does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

Buyer initials ALT Seller initials _____

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewatering. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only): Amy Lauren Talbert.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

- (a) **Seller shall pay:**
 - (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
 - (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
 - (iii) any fees charged for transferring or updating ownership records of the association; and
 - (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

Buyer initials ALT Seller initials _____

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer initials ALT Seller initials _____

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

Buyer initials ALT Seller initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 01/11/2025
Buyer: Amy Lauren Talbert
Amy Lauren Talbert
Date:
Buyer:

Date:
Seller:
Town of Landis
Date:
Seller:

Entity Buyer:
(Name of LLC/Corporation/Partnership/Trust/etc.)
By:
Name: Print Name
Title:
Date:

Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)
By:
Name: Print Name
Title:
Date:

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Key Real Estate
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: C13880

Mailing Address: 110 North Main Street, China Grove, NC 28023

Individual Selling Agent: Tobitha Stewart
 Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 205188

Selling Agent Phone#: (704)202-9655

Selling Agent Fax#: _____

Selling Agent E-mail: tstewartrealtor@gmail.com

Listing Firm Name: _____
Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Town of Landis ("Seller")

Buyer: Amy Lauren Talbert ("Buyer")

Property Address: 0 Taylor Street, Landis, NC 28088 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____

(Signature)
Town of Landis

Date: _____ Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

By: _____
(Signature)

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____

Time: _____ AM PM

By: _____
(Signature)

(Print name)



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Awarding the Bid to Purchase for 0 Taylor Street for \$78,750.00 (Parcel #107 056) Project 25-69, and Corresponding Journal Entry to Move Funds from the Operating Account to the Passive Park Fund**

DETAILS:

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Appro

Section 2, Item 2.5

(expires 11/30/2009)

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Sara Weaver Donate a/h Martin Andres Donate Cortes	E. Name & Address of Seller: Town of Landis	F. Name & Address of Lender: N/A
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G. Property Location: TAX MAP 107 PARCEL 056	H. Settlement Agent: Richard D. Locklear Place of Settlement: 101 S. Central Ave. Landis, NC 28088 704-857-6181	I. Settlement Date: 12- 12 -24
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J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	78,750.00	401. Contract sales price	78,750.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$776.00	403.	
104.		404.	
105.		405.	
Adjustment for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$79,526.00	420. Gross Amount Due To Seller	\$78,750.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$4,137.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Due Diligence	3,937.50	504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Financing for Buyers	
207.		507. Due Diligence	3,937.50
208.		508.	
209.		509.	
Adjustment for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$3,937.50	520. Total Reduction Amount Due Seller	\$8,075.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$79,526.00	601. Gross amount due to seller (line 420)	\$78,750.00
302. Less amounts paid by/for borrower (line 220)	(\$3,937.50)	602. Less reductions in amt. due seller (line 520)	(\$8,075.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$75,588.50	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$70,675.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

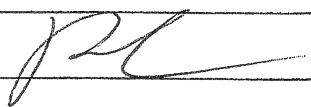
L. Settlement Charges

Section 2, Item 2.5

700. Total Sales/Broker's Commission based on price \$ \$78,750.00 @ 5.00 % = \$3,937.50		Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701. \$3,937.50	to Key Real Estate		
702. \$	to		
703. Commission paid at Settlement			
704.			3,937.50
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from	@ \$	/day	
902. Mortgage Insurance Premium for			
903. Hazard Insurance Premium for			
904.			
905.			
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @ \$	per month	
1002. Mortgage insurance	months @ \$	per month	
1003. City property taxes	months @ \$	per month	
1004. County property taxes	months @ \$	per month	
1005. Annual assessments	months @ \$	per month	
1006.	months @ \$	per month	
1007.	months @ \$	per month	
1008.	months @ \$	per month	
1100. Title Charges			
1101. Settlement or closing fee	750.00 to	Richard D. Locklear	750.00
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	\$200.00 to	Richard D. Locklear	200.00
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)	
1108. Title insurance	to		
(includes above items numbers:)	
1109. Lender's coverage	\$		
1110. Owner's coverage	\$		
1111.			
1112.			
1113.			
1200 Government Recording and Transfer Charges			
1201. Recording fees: Deed \$ \$26.00 ; Mortgage \$ \$0.00 ; Releases \$			26.00
1202. City/County tax/stamps: Deed \$; Mortgage \$			
1203. State tax/stamps: Deed \$			
1204.			
1205.			
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest inspection to			
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$776.00 \$4,137.50

Seller(s):

Town of Landis



Purchaser(s):

Sara Weaver Donate
Sara Weaver Donate

Martin Andres Donate Cortes
Martin Andres Donate Cortes



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Presentation

AGENDA SECTION: Presentations

SUBJECT: **Consider Recognizing the South Rowan High School Cheerleading Team for Winning 2nd place at the UCA National High School Cheerleading Championship**

DETAILS:



Proclamation

PROCLAMATION HONORING THE 2024-2025 SOUTH ROWAN HIGH SCHOOL COMPETITION CHEER TEAM

WHEREAS, the 2024-2025 South Rowan High School Competition Cheer Team and Coaching Staff have exhibited unparalleled commitment, determination, and skill in the realm of competitive cheerleading; *and*

WHEREAS, their unwavering commitment to excellence has resulted in a series of remarkable achievements, solidifying their legacy as one of the most esteemed cheerleading programs in North Carolina; *and*

WHEREAS, the 2024-2025 South Rowan High School Competition Cheer Team was under the outstanding leadership of Coaches Katelyn Nesbitt and Bailee Elliott; *and*

WHEREAS, the following members of the 2024-2025 South Rowan High School Competition Cheer Team is hereby recognized and honored for their accomplishments during the 2024-2025 season: Addy Todd, Adysen Howard, Anna Shell, Ava Robbins, Breighlee Durham, Brinley Patterson, Emma Pressley, Emma Rae Hartsell, Halle Perry, Hannah Dellinger, Kalle Perry, Kinley Wright, Lainey Fisher, Lily Stallings, Paige Endicott, Raegan Toliver, Railyn Wright, Rebecca Ammons, Reese Lauderdale and Stella Lipe

NOW, THEREFORE, BE IT RESOLVED, I, Meredith Bare Smith, Mayor of the Town of Landis, North Carolina, do hereby extend highest commendations and heartfelt congratulations to the 2024-2025 South Rowan High School Competition Cheer Team and Coaching Staff for their unprecedented achievements and contributions to the world of cheerleading.

I hereby set my hand and have caused the Seal of the Town of Landis, North Carolina, to be affixed this the 17th day of March 2025.

Meredith Bare Smith, Mayor

Attest:

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
SUBMITTED BY: Phil Collins, Planning, Zoning, & Subdivision Administrator
ITEM TYPE: Public Hearing
AGENDA SECTION: Public Hearings
SUBJECT: **Consider Zoning Map Amendment ZMA-2025-03-17-02 Parcel #130 045 - Mt. Moriah Church Road - SFR-2 to SFR-3**

DETAILS:

Legislative Hearing - Consider ZMA-2025-03-17-02 - Parcel #130 045 - Mt Moriah Church Rd from CIV to SFR-1

- 1. Overview from Staff
- 2. Open Public Hearing
- 3. Comments by Public
- 4. Close Public Hearing
- 5. Ordinance # ZMA 2025-03-17-02



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

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 a 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 130 045 and further described in Attachment “A” attached hereto, establishing a zoning designation in accordance with G.S 160D-604(b) of “Single Family Residential-3” (SFR-3) 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 of 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 of Landis, as required by G.S. 160D-605(b).

Part 3. Designation of Zoning Designation.

That Rowan County Tax Parcel ID 130 045 described in Attachment “A” attached hereto shall be designated “Single-Family Residential-3” (SFR-3) on the Official Zoning Map.

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

The Board of Aldermen further ordains the property consisting of Rowan County Parcel ID 045 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.

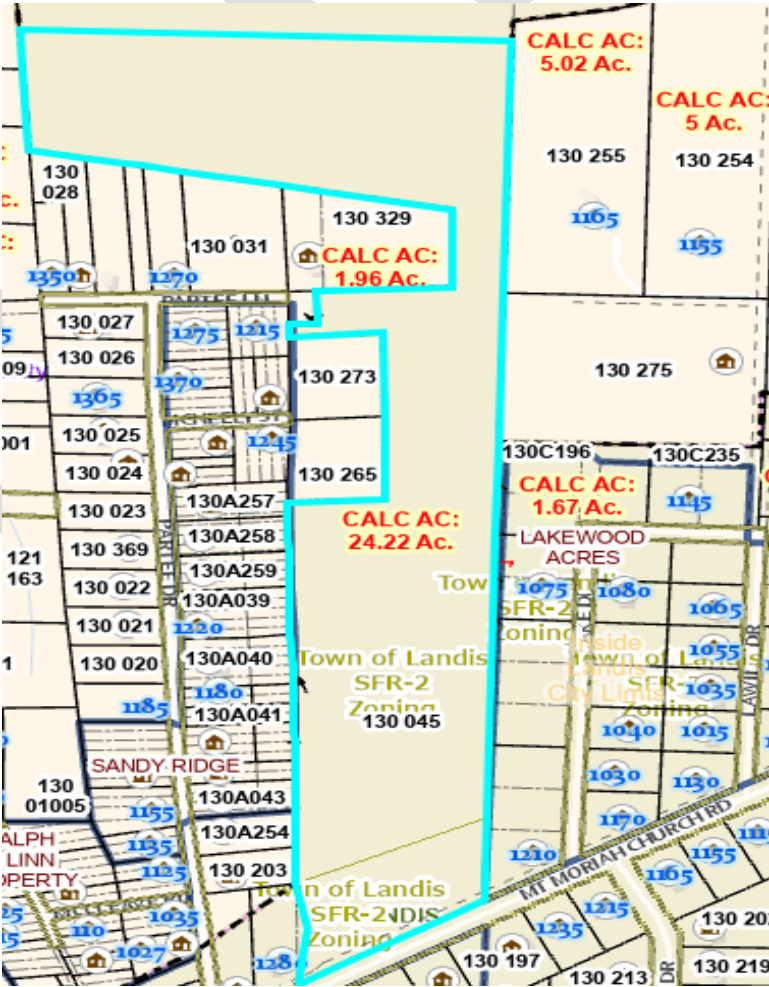
Adopted on this 17th day of March 2025.

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk

Attachment "A"

BEGINNING at a stake in the public road on H. E. Goodman's line; thence North 2 East 57 chains to a stake, Goodman's corner; thence North 78 West 6.24 chains to a stake; thence North 36 West 6.44 chains to a stone; thence North 2 East 2.37 chains across the branch to a stake near a poplar, J. H. Kirk's corner; thence North 43 West with the branch 3.35 chains to a stake; thence North 65 West with the branch 2 chains to a stone on the South bank of branch, Kirk's corner; thence South 4-3/4 East 14.54 chains to Fisher's corner; thence South 76-1/2 East 8.38 chains to Fisher's corner; thence South 1-1/4 East 31.62 chains to the public road; thence with the road to the **BEGINNING**, containing forty-one (41) acres, more or less. For further description, this land lies on the Tuckaseegee Ford Road West of China Grove.





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Phil Collins, Planning, Zoning, & Subdivision Administrator

ITEM TYPE: Public Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider the Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)**

DETAILS:

Legislative Hearing - Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)

- 1. Overview from Staff
- 2. Open Public Hearing
- 3. Comments by Public
- 4. Close Public Hearing



MEMORANDUM

Town of Landis, N.C.

To: Mayor and Board of Aldermen

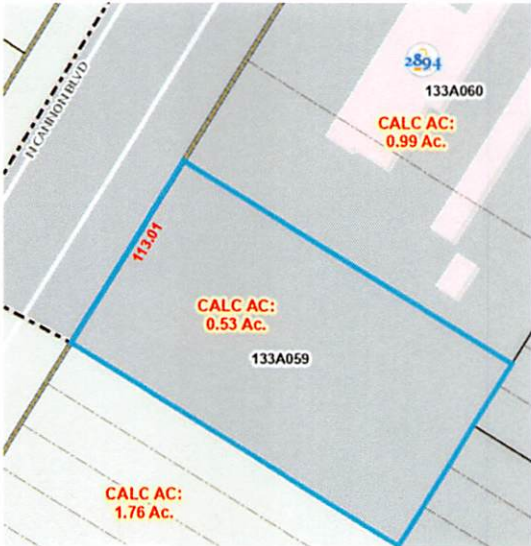
Date: February 10, 2025

From: Phil Collins, Planning Director

Re: Voluntary Annexation Petition for contiguous property of CHRISTOPHER A. MONROY, 400 GILEAD RD, HUNTERSVILLE, NC 28078.

Background

On December 18, 2024, the owner of the property located at 0 N CANNON BOULEVARD, Landis, NC 28088 (Rowan County Parcel ID 133A059) submitted a petition for voluntary contiguous annexation into the town limits of the Town of Landis. The property consists of approximately .53 acres. Location Map from Rowan County GIS:



FINDINGS AND CONCLUSIONS

The standards for annexation require that the property must be contiguous to the “primary corporate limits”. The fact that the property lies within an area bounded on two sides by the corporate limits demonstrates the contiguity requirements are satisfactorily met by this petition to the Town of Landis. The property will need to have a Town of Landis zoning designation upon annexation.

FISCAL IMPACT

The property will be subject to applicable taxes and fees in accordance with rates in effect throughout the Town. The Town will deliver standard municipal services for this property upon development. The Town will receive additional revenues from Ad Valorem tax assessments and applicable state shared revenues.

RECOMMENDATION FOR ACTION ON ANNEXATION & ZONING

There are several steps required to annex and apply Town zoning to this property. The following outline illustrates how this process may be completed in two regular meetings of the Town Mayor and Board of Aldermen.

THE ACTIONS TAKEN AT THE February 10, 2025 MEETING INCLUDE:

- a. Petition for voluntary contiguous annexation.**
- b. Directed (by Resolution # 2025-02-10-1) for the Town Clerk to investigate the sufficiency of the petition.**
- c. Clerk presented “Certification of Sufficiency” to the Board**
- d. Following receipt of petition certification by Town Clerk, called (by Resolution 2025-02-10-2) for public hearing at next regular meeting on March 17, 2025.**

ADDITIONAL STEPS BEFORE AND BETWEEN TOWN BOARD MEETINGS

While the Mayor and Board of Aldermen undertake the process of annexation, the Planning Board initiated the process of amending the Official Zoning Map per 160D-204 to run concurrent with the annexation process. The property lies adjacent to an area designated in the Town of Landis Comprehensive Land Use Plan (the Plan) Future Land Use Map adopted May 10, 2021 for neighborhood residential use to the south, and civic to the north is consistent with the principles of the Plan so we may anticipate a recommendation for the owner’s requested mixed use zoning designation from the Planning Board. Here is how these steps align:

- 1. As part of the January 28, 2025 Planning Board agenda a recommendation on the designation of the appropriate zoning district was approved;
- 2. Advertised for a Public Legislative Hearing scheduled for March 17, 2025 before the Mayor and Board of Aldermen on the subjects of 1) annexing the property and 2) amending the Town of Landis’s Official Zoning Map, of the Landis Development Ordinance (LDO); and

NEXT STEPS BY MAYOR AND BOARD OF ALDERMEN - THE ACTIONS THAT MAY BE TAKEN AT THE March 17, 2025 REGULAR MEETING INCLUDE:

1. Conducting the required Annexation Public Hearing for the purpose of receiving input from citizens and/or persons owning an interest in the subject property concurrently with the required Zoning Map Amendment Public Legislative Hearing for the purpose of receiving comment from citizens and/or persons owning an interest in the subject property and the designation of an initial zoning district.
2. Consideration (adoption or rejection) of an Ordinance #ANNEX-2025-03-17 Extending the Corporate Limits (annexation) to include the subject property.
3. Consideration (adoption or rejection) of an Ordinance #ZMA-2025-03-17-3 Amending the Official Zoning Map (initial zoning) and the Town Plan 2040 - Future Land Use Map for the newly annexed property.

FINAL STEPS FOLLOWING ANNEXATION AND ZONING

Following the annexation of the property, staff will be preparing additional materials to

1. Update Official Zoning Map in Clerk’s record, Administrator’s record and online.
2. Update shape-files with Rowan County GIS to reflect new zoning and jurisdictional Designations online.
3. Record the annexation with both the NC Secretary of State and Rowan County Register of Deeds;
4. Notify all public utilities (telecom, etc.) of the change in the corporate limits of the Town for their proper reporting of utility franchise taxes paid to the State of North Carolina so local shared revenues can be properly distributed;
5. Accept application from owner for the approval (by staff) of site plan(s) for any future project;
6. Process zoning permit application and issue permit(s) upon compliance with the Landis Development Ordinance (LDO).



312 SOUTH MAIN STREET
LANDIS NC 28088

PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 12/18/2024

To the Mayor and Board of Aldermen of the Town of Landis, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Landis, North Carolina.
2. The area to be annexed is contiguous to the Town of Landis, North Carolina and the boundaries of such territory are as follows:

See attached **MAP** and/or **METES AND BOUNDS DESCRIPTION** (a copy of the deed with description may be attached for this purpose) representing property identified as:

Property Identification Number 133A059

Property Address (if established) O N. Cannon Blvd

*Name (print or type)	Mailing Address	Signature
Christopher Monray	450 Bilead Rd Huntersville, NC 28078	<i>[Handwritten Signature]</i>

*Family members (e.g. husbands and wives) need to sign separately. Signatures for corporations, institutions, etc., are by those with the authority to sign legal documents.

email- angelstructuralbuilders@gmail.com

Drawing No. **EXCEPTION PLAT/COMBINATION SURVEY**
 For **B. B. E. INC.**
 Prepared For: **B. B. E. INC.**
 City/Township: **CHINA GROVE TOWNSHIP**
 County: **ROWAN COUNTY**
 North Carolina
 Tax Map: **133-A** Parcel: **0591060**
 File Number: **5625-23-2795** Date: See Drawing
 Total Area: **1.529 ACRES**
 Precision: **1/10,000** Angular Error: **25"/DJ ANGLES**
 Error adjusted by **LEAST SQUARES** Final Book: **0007** Page: **001**
 Field Survey Date: **SEPTEMBER 25, 2000** Drawing Date: **OCTOBER 10, 2000**
 PSD FILE: **0007.PSD** Job Number: **2000-0007.mxd**
 DWG FILE: **0007MWDWG**



I, **NORMAN GREY RIBELIN**, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book **886** page **597-598**) that the boundaries not surveyed are clearly indicated as drawn from information found in Book **NA**, page **NA**; that the ratio of precision as calculated is **1:18,074**; that this plat was prepared in accordance with G. S. 47-30 as amended. Witness my original signature, registration number and seal this **8TH** day of **OCTOBER** A.D., **2000**.

Norman Grey Ribelin
 Registration Number L-2674 SURVEYOR

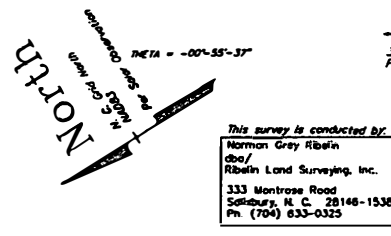
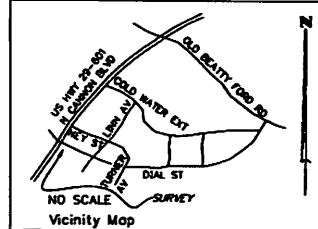
Line	Bearing	Distance
#1-#4	N 5°-42'-30" W	12.15'
#4-#10	N 58°-44'-00" W	130.27'
#10-#15	N 75°-14'-25" W	48.40'
#15-#12	S 40°-21'-33" W	118.28'
#12-#11	S 31°-44'-40" W	238.05'
#11-#10	N 63°-14'-55" E	33.75'

JACKIE HARRLESS & PHILLIP M. BRADLEY
 D. B. 727, PAGE 538
 TAX MAP 133A, PARCEL 0588

LARRY DEAN MORRIS
 D. B. 815, PAGE 971
 TAX MAP 133A, PARCEL 058C

MARY LEE LYNN CORNERER FAMILY LTD PARTNERSHIP
 D. B. 706, PAGE 632
 TAX MAP 133A, PARCEL 206

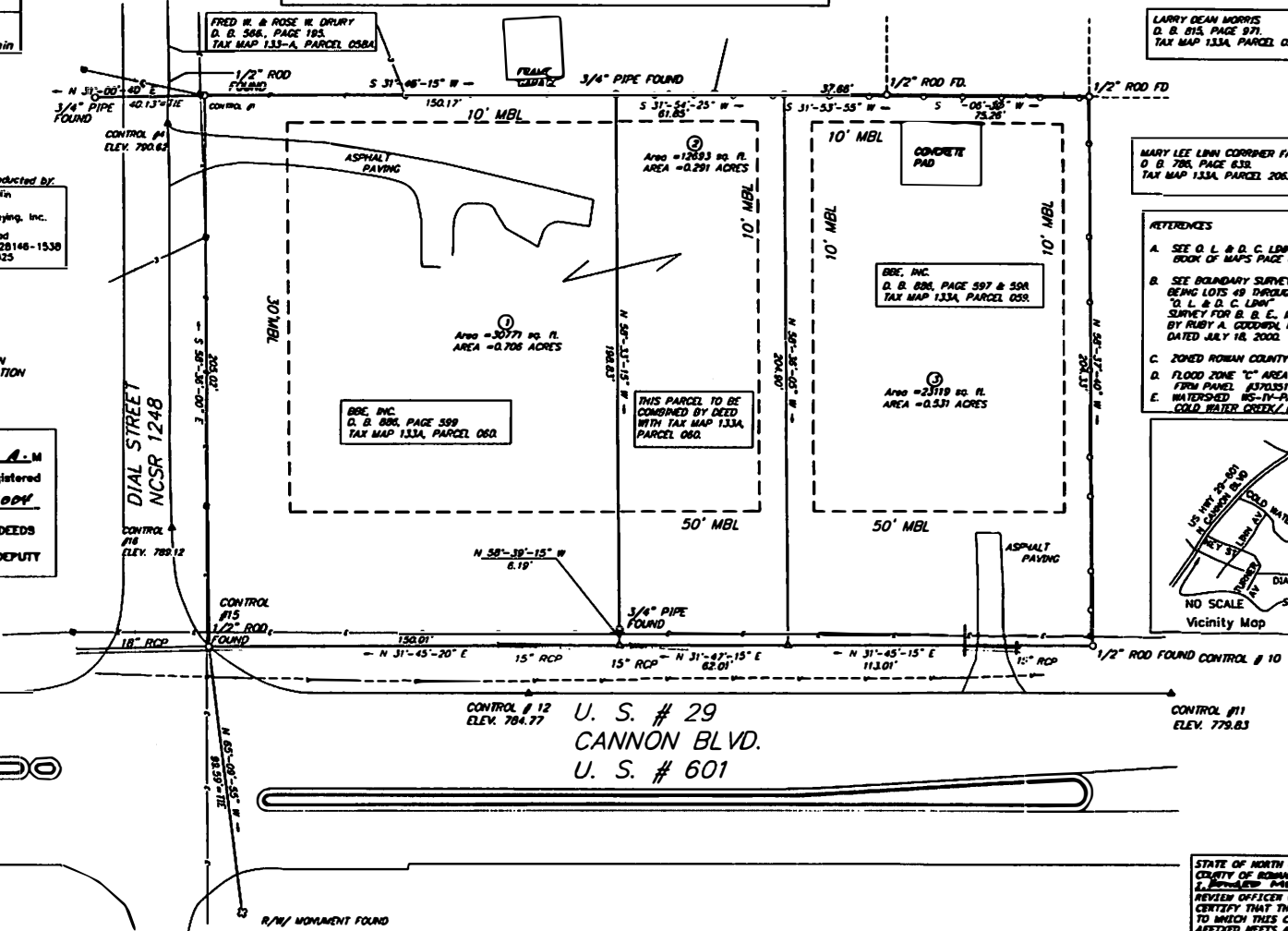
- REFERENCES
- SEE G. L. & D. C. LYNN PROPERTY BOOK OF MAPS PAGE 620.
 - SEE BOUNDARY SURVEY OF 1.520 ACRES BEING LOTS 49 THROUGH 61 "O. L. & D. C. LYNN" SURVEY FOR B. B. E. INC. BY RUBY A. GOODWIN, PLS. DATED JULY 18, 2000.
 - ZONED ROWAN COUNTY CB1
 - FLOOD ZONE "C" AREA OF MINIMAL FLOOD FROM PANEL 370351 0180 B
 - WATERSHED WS-IV-PA COLD WATER CREEK/LAKE FISHER



This survey is conducted by:
Norman Grey Ribelin
 Ribelin Land Surveying, Inc.
 333 Montrose Road
 Salisbury, N. C. 28146-1538
 Ph. (704) 833-0325

NO GEODETIC CONTROL WITHIN 2000' OF PROJECT.
 ELEVATIONS BASED ON PIERSON & WHITMAN PROJECT WITH SPIKE IN POLE AT LIFT STATION 330' WEST OF HERE. ELEVATION 775.25

ROWAN COUNTY
 Filed for registration at **9:50 o'clock A.M.** on **10/10/00** and registered in **Map Book 995** Page **400**
BOBBIE M. EARNHARDT, REGISTER OF DEEDS
 BY: *Madeline Moore* ASSISTANT



- LEGEND
- Iron Found
 - Iron Set
 - Stone Found
 - Monument Found
 - Monument Set
 - Nail Found
 - Nail Set
 - ▲ Spike Found
 - ▲ Spike Set
 - Point (not set nor found)
 - Power Pole
 - Right-of-way

- I, Norman Grey Ribelin, Registered Land Surveyor, L-2674, certify to the best of my knowledge and belief, that this survey:
- A. CREATES A SUBDIVISION OF LAND WHICH IS SUBJECT TO THE SUBDIVISION ORDINANCE OF ROWAN COUNTY.
 - B. CREATES A SUBDIVISION OF LAND WHICH IS NOT SUBJECT TO ANY SUBDIVISION ORDINANCES.
 - C. IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
 - D. IS A RECOMBINATION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

EXCEPTION PLAT
 I hereby certify that this subdivision plat for recordation is an exception to the Subdivision Ordinance of Rowan County, North Carolina as defined in Section 21-6A.

Date: **10-10-2000**
Madeline Moore
 Subdivision Administrator
 Rowan County, North Carolina

STATE OF NORTH CAROLINA
 COUNTY OF ROWAN
 REVIEW OFFICER OF ROWAN COUNTY
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL REQUIREMENTS FOR RECORDING.

Madeline Moore 10-10-2000
 REVIEW OFFICER DATE

- FLOOD ZONE **Zone "C"** Area of Minimal Flood
- FIRM **370351 180 b**
- FLOODWAY **370351 0018**
- WATERSHED **WS-IV-PA Cold Water Creek**
- ZONING **CB1** Lake Fisher

Scale 1"=30'
 1 centimeter = 3.3 meters Scale Ratio 1:360

Resolution Directing the Clerk to Investigate an Annexation Petition Pursuant to Article 4A of G.S 160A Governing Contiguous Annexations

WHEREAS, N.C.G.S Chapter 160A, Article 4A, Part 1 provides that the sufficiency of the petition shall be investigated by the Town Clerk of the Town of Landis, North Carolina before further annexation proceedings consistent within the petition can take place; and

WHEREAS, the Mayor and Board of Aldermen of the Town of Landis, North Carolina deems it advisable to direct the Town Clerk to investigate the sufficiency of the petition;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-Described petition under N.C.G.S. Chapter 160A, Article 4A, Part 1 and to certify as soon as possible to the Mayor and Board of Aldermen of the Town of Landis the result of the investigation.

ADOPTED this the 10th day of February 2025

s/ _____

Meredith Bare Smith, Mayor

s/ _____

Madison Stegall, Town Clerk

TOWN OF LANDIS, NORTH CAROLINA

Certification of Sufficiency of Petition of Contiguous Annexation

Date: February 10, 2025

To the Town Board of Aldermen of the Town of Landis, North Carolina:

I, Madison Stegall, Clerk of the Board of the Town of Landis, North Carolina, do hereby certify that the request for voluntary annexation by the owners of real property located at:

0 North Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID: 133A059 lying outside the Town Limits of the Town) has been investigated for sufficiency for voluntary annexation.

The result of the investigation of this petition has been found to be sufficient under North Carolina General Statute 160A-31

Madison Stegall, Town Clerk

Date of Public Hearing: March 17, 2025, Time of Public Hearing: 6:00 PM

Resolution fixing the Date of Public Hearing on Questions of Annexation Pursuant to Article 4A of G.S. 160A Governing Contiguous Annexations

WHEREAS, a petition pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1 requesting annexation of the area described herein has been received; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Landis Town Hall, 312 South Main Street, Landis, NC 28088 at 6:00 PM on the 10th day of February 2025.

Section 2. The area proposed for annexation is described as follows:
See Attached Map showing the parcel(s) lying outside of the Town Limits (Attachment A)

Section 3. Notice of public hearing shall be published in the Salisbury Post newspaper as required by law.

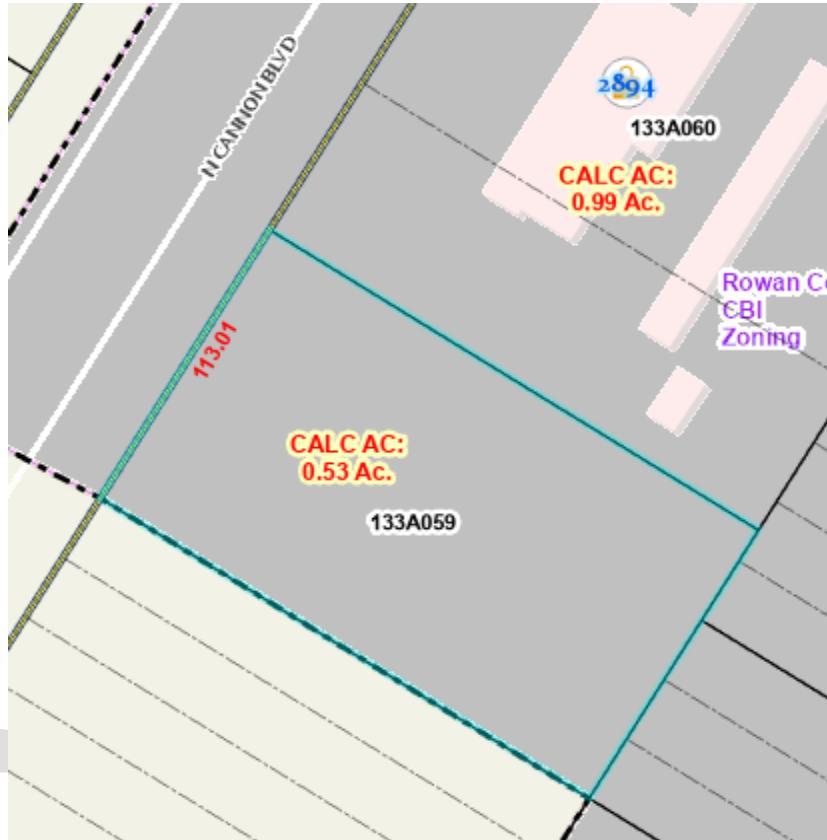
ADOPTED this 10th day of February 2025

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk

ATTACHMENT A

Location Map from Rowan County GIS showing parcel 133A059



Ordinance #ZMA-2025-03-17-2

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

BE IT ORDAINED by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that the Official Zoning Map (OZM) of the Landis Development Ordinance (LDO) be amended in accordance with Article 6 of G.S. 160D. The subject property is located at 0 N Cannon Boulevard, Kannapolis, NC 28088 (Rowan County Parcel ID 133A059) lying outside the Town Limits of the Town on the southeast of N Cannon Boulevard and described with illustration in Attachment “A” attached hereto be designated upon the OZM as follows:

Part 1. Consistency with Adopted Comprehensive Plan.

The Board of Aldermen finds that a zoning map amendment applicable to the subject property, establishing a zoning designation in accordance with G.S. 160D-604(a) of “C-29” (C-29) is consistent with the Town’s 2040 Comprehensive Land Use Plan (the Plan) and the “Commercial” designation upon the adjacent property appearing on its “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

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

Part 3. Designation of Zoning Designation.

That Rowan County Parcel located at 0 N Cannon Boulard, Kannapolis, NC 28083 (Rowan County Parcel ID 133A059), as shown in Attachment “A”, attached hereto shall be designated “C-29 District” (C29) on the Official Zoning Map.

Part 4. Amendment of Future Land Use Map.

That Rowan County Parcel ID 133A059 as shown in Attachment “A”, attached hereto, shall be designated “Commercial” on the Future Land Use Map.

Part 5. Effective Date.

This Ordinance shall be effective immediately upon its adoption.

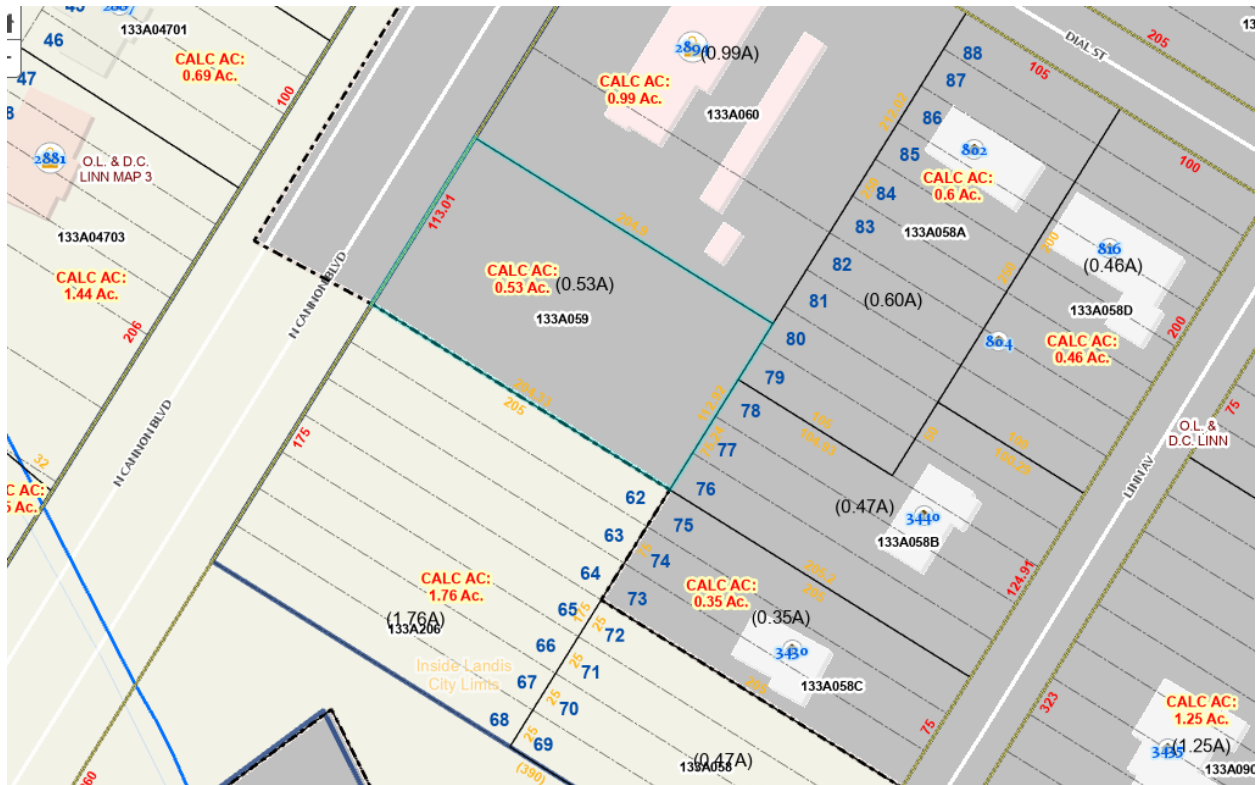
Adopted the 17th Day of March 2025.

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk

Attachment "A"

Location Maps from Rowan County GIS:





AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF LANDIS AND INCORPORATE BY ANNEXATION A CONTIGUOUS AREA INTO THE TOWN OF LANDIS, NORTH CAROLINA

WHEREAS, a Petition signed by Christopher Monroy of 400 Gilead Road, Huntersville, NC 28078, being the owner(s) of the certain land areas located at 0 North Cannon Boulevard, Kannapolis, North Carolina (Rowan County Parcel ID 133A059) lying outside the Town Limits on the southeast side of Cannon Boulevard as shown of the map and description appearing in Attachment A attached hereto, was received by the Town of Landis on December 18, 2024; and,

WHEREAS, the owner Petitioned that said area be annexed into the corporate limits of the Town of Landis, North Carolina, as authorized by Part 1, Article 4A, Chapter 160A of the General Statutes of North Carolina; and,

WHEREAS, on February 10, 2025, the Mayor and Board of Aldermen directed, by Resolution duly adopted, the Town Clerk of the Town of Landis, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and Board of Aldermen; and,

WHEREAS, AT THE REGULAR MEETING OF THE Mayor and Board of Aldermen held on February 10, 2025, a Certificate of Sufficiency from the Town Clerk of the Town of Landis was presented to the Mayor and Board of Aldermen wherein the Town Clerk certified that upon due investigation found the above individuals who signed the aforementioned Petition constitute the owners of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are contiguous to the present Town limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-31, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and Board of Aldermen of the Town of Landis, North Carolina, of a Certificate of Sufficiency from the Town Clerk of the Town of Landis, said information and due consideration thereof by the Board, passed a motion to adopt a Resolution whereby a public hearing upon the question of such annexation was called to be had before the Mayor and Board of Aldermen of the Town of Landis at 6:00 PM on the 17th day of March 2025; and,

WHEREAS, the Town Clerk was duly authorized and did so cause notice of such public hearing to be published in the Salisbury Post, a newspaper having general circulation in the Town of Landis, North Carolina, at least the (10) days prior to the date of such public hearing, such notice contained Rowan County property identification numbers of the areas proposed to be annexed as set forth in the Petition; and,

WHEREAS, it appears to the Mayor and Board of Aldermen from the publisher's Affidavit with clipping attached thereto, duly filed with the Town Clerk, that a notice of such public hearing as directed

by the Mayor and Board of Aldermen was duly published in the Salisbury Pose in its issue of the 27th of February and the 6th of March, 2025, which date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS a public hearing was held by the Mayor and Board of Aldermen of the Town of Landis on the 17th day of March 2025 at the stated time and place where the petitioners and any other residents of the Town of Landis were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and Board of Aldermen, after due deliberation and consideration during the regular Mayor and Board of Aldermen meeting held on March 17, 2025, now finds that the Petition meets the requirements of G.S. 160A-31, et seq. of the General Statutes of North Carolina, that the Petition Contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the Town and the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the Town.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and Board of Aldermen of the Town of Landis, North Carolina, in regular meeting assembled the 17th day of March 2025, hereby adopts this ordinance as follows:

SECTION 1: That the area described in the Petition for Contiguous annexation be the same is hereby annexed to and is made a part of the corporate limits of the Town of Landis, North Carolina, the areas being described in Attachment “A” hereto.

SECTION 2: From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the Town of Landis, North Carolina, and shall be entitled to the privileges and benefits available to other parts of the municipality. The newly annexed territory shall be subject to municipal taxes levied as provided in Section 160A-58.10 of the General Statutes of North Carolina.

SECTION 3: It shall be the duty of the Mayor of the Town of Landis to cause an accurate map of such annexed territory, together with a copy of this Ordinance duly certified, to be recorded in the office of the Register of Deeds of Rowan County, North Carolina, and in the office of the Secretary of State of North Carolina.

SECTION 4: This Annexation shall become effective upon adoption.

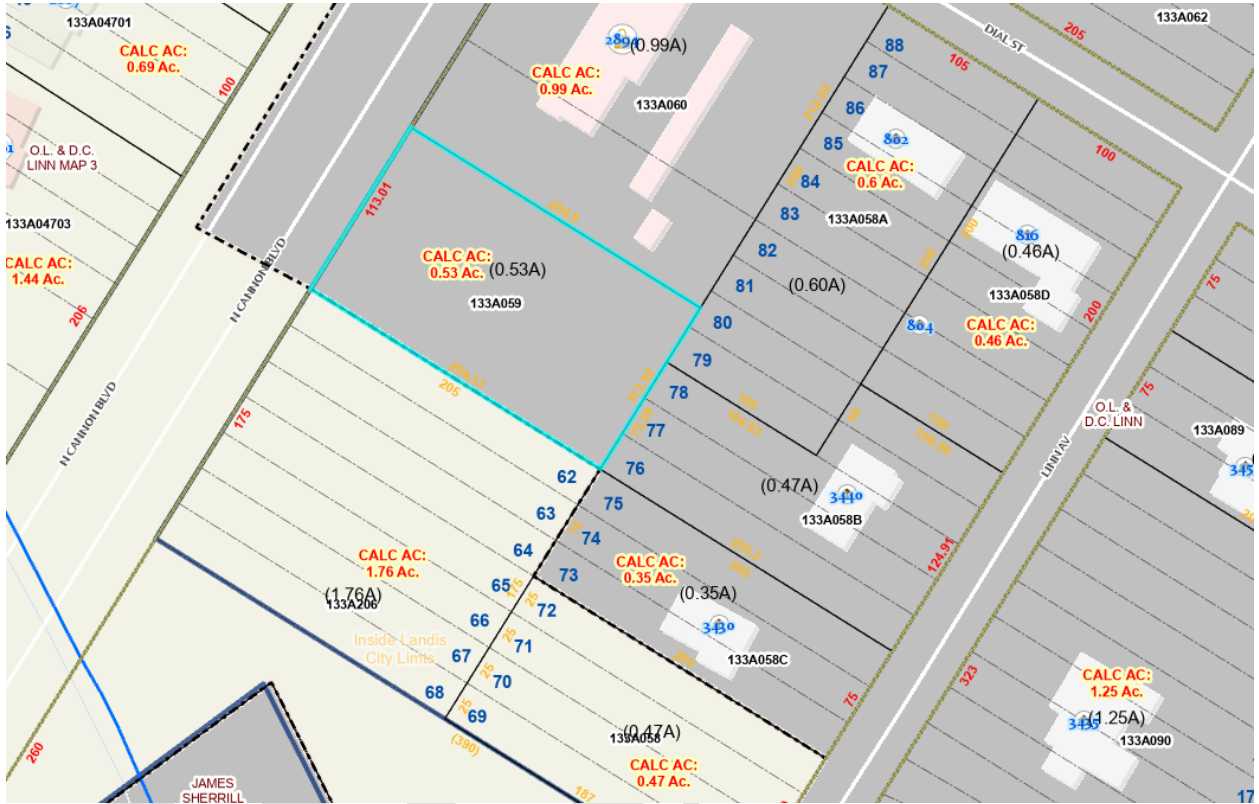
Adopted on this 17th day of March 2025.

s/ _____
Meredith Bard Smith, Mayor

s/ _____
Madison Stegall, Town Clerk

ATTACHMENT "A"

Location Map(s) from Rowan County GIS:





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Phil Collins, Planning, Zoning, & Subdivision Administrator

ITEM TYPE: Public Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Zoning Map Amendment ZMA-2025-03-17-2 - Parcel #107 05601 from CIV to SFR-1**

DETAILS:

Legislative Hearing - Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)

1. Overview from Staff
2. Open Public Hearing
3. Comments by Public
4. Close Public Hearing
5. Ordinance #ZMA 2025-03-17-2

Rowan C Section 4, Item 4.3

PARCEL ID: **107 05601**
PIN: 5625-05-29-0668

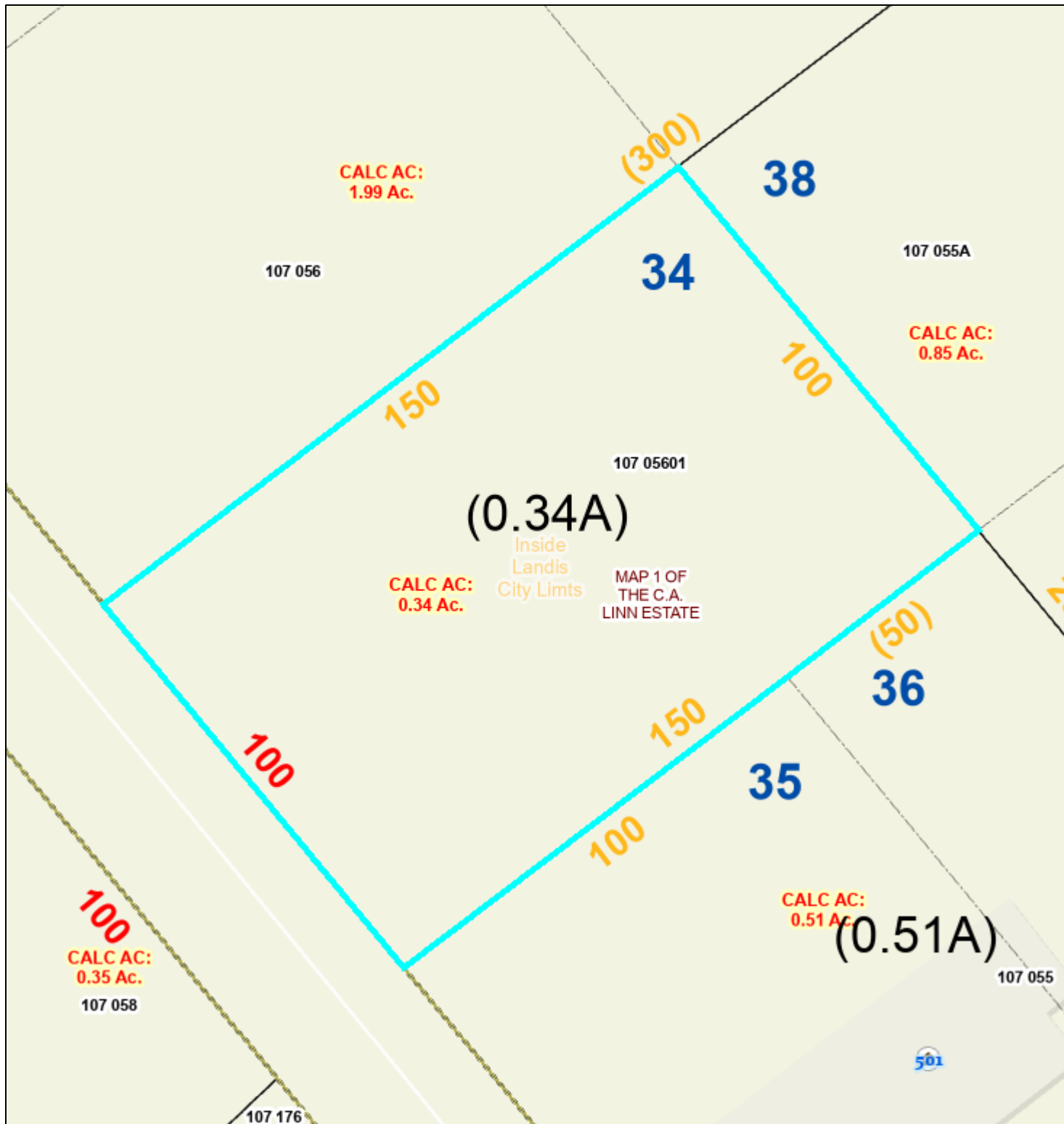
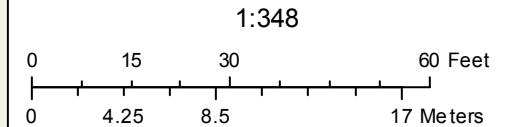
Owner Name:
LANDIS TOWN OF

Mailing Address:
PO BOX 8165

LANDIS NC 28088
Property Address:
0 TAYLOR ST

Tax District Code: 107
Tax District: LANDIS
Land FMV: \$1,254
Land LUV: \$0
IMP FMV: \$0
Total Value: 1254

Deed Ref: 1190/474/2011
Date Sold: 12/30/2011
Sale Amt: \$0
Legal Description:
L34



Attachment "A"

Tax Parcel 107-05601

Being all of Lot No. 34 as shown on the Map No. 1 of the C. A. Linn Estate as surveyed by J. D. Justice, September 1, 1939 and better described as follows:

BEGINNING at a stake in the North margin of an unnamed street, the corner of Lots No. 34 and 35, which is a point 150 feet from the intersection of the west margin of Zion Street and the North margin of said unnamed street; thence North 39 degrees 35 minutes West 100 feet with the north margin of said unnamed street to a stake, the Southeast corner of Lot No. 33; thence North 52 degrees 38 minutes East 150 feet with the dividing line of Lots No. 33 and 34 to a stake, the back corner of Lots No. 33, 34, 38 and 39; thence South 39 degrees 35 minutes East 100 feet with the back line of Lot No. 38 to a stake in the back line of Lot No. 36; thence South 52 degrees 38 minutes West 150 feet with the back line of Lots No. 35 and 36 to a stake in the North margin of the unnamed street, the Point of Beginning.

Being the identical property conveyed to D. C. Linn and wife, Frances C. Linn by deed from Lane C. Drye, as Trustee under the will of Bennett D. Linn, dated January 27, 1972 and recorded February 16, 1972 in Deed Book 550, Page 554 in the Office of the Register of Deeds for Rowan County, North Carolina.





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Public Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Approval of the Reciprocal Agreement with the City of Kannapolis Related to Water and Sewer Service Delivery**

DETAILS:

STATE OF NORTH CAROLINA

**RECIPROCAL AGREEMENT FOR
WATER & SEWER CONNECTION
& RELATED MATTERS**

COUNTY OF ROWAN

THIS AGREEMENT (the “Agreement”) of Interlocal Cooperation, pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina, made and entered into as of the ____ day of March, 2025, by and between the **City of Kannapolis, North Carolina** (hereinafter referred to as “Kannapolis”) and the **Town of Landis, North Carolina** (hereinafter referred to as “Landis”), municipal corporations of the State of North Carolina (the “State”). Kannapolis and Landis may be referred to Individually as “Party” or collectively as “Parties”.

WHEREAS, Kannapolis operates and maintains a municipal water and sewer system which includes, but is not limited to, a water filter plant, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, Landis operates and maintains a municipal water and sewer system which includes, but is not limited to, water transmission and distribution lines, and sewer outfalls, interceptors and collector lines; and

WHEREAS, both Kannapolis and Landis realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Kannapolis and Landis desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter made, Kannapolis and Landis agree as follows:

1. Purpose. The purpose of this Agreement is to establish a basis for cooperation between Kannapolis and Landis with regard to connections to, development of, and construction and maintenance of the water and sewer systems of the other. For the purpose of clarification of terms of this Agreement, the agency providing service to individual customers shall be referred to as the retail service provider. The agency providing water supply or sewer flow acceptance to the retail service provider shall be referred to as the wholesale service provider.
2. Duration of Agreement. The duration of this Agreement is twenty (20) years, with the ability of both parties to review the Agreement each year by specific representatives of both Kannapolis and Landis, unless amended or terminated as to executory matter in the manner set forth in Paragraph 23 of this Agreement. This Agreement shall automatically renew every five (5) years after the original twenty (20) year period at the twenty (20) year anniversary, unless otherwise amended or terminated.
3. Authority to Connect and Agreement to Serve. Kannapolis grants to Landis and Landis grants to Kannapolis the right and privilege to connect to its respective water or sewer system upon such terms and under such conditions as hereinafter set forth. Confirmation and approval of each service request shall be in writing and signed by the City Manager of the wholesale service provider or his/her designated representative, provided this approval shall not be unreasonably withheld. It should be noted that the Water Resources Director and/or Public Works Director of the wholesale service provider shall review each service request, and then forward their recommendation to the City Manager or his/her designee. Upon approval and implementation of each service request, such facilities shall be

continuously available to retail service provider at wholesale provider's cost and at a reasonable level of service throughout the term of this Agreement.

4. Construction Plans and Specifications and Connections.

A. Utility Line Extensions. Prior to requesting connections to the other party's water or sewer system, the party seeking connection for a proposed water or sewer line (a "Proposed Line") to an existing water or sewer line (an "Existing Line") in the other party's system shall submit to the owner of the Existing Line plans and specifications for the Proposed Line prepared and certified by a professional engineer licensed to practice engineering in the State of North Carolina. The party owning the water or sewer system in which the other party is requesting an extension or connection shall have the right to review, modify, approve and/or decline any such extension or connection.

B. Individual Service Installation Taps. Service connections for the individual retail customers shall be authorized and installed by the retail service provider as specified in this Agreement. Applicants for individual service shall make application and pay all required fees to the retail service provider. The retail service provider shall secure written confirmation and approval from the wholesale service provider when connections are to be installed on the wholesale service provider lines. The wholesale service provider shall have the right to review, modify, approve and/or decline any such connections.

C. Individual Service Installation Tap. Any single residential connection with an expected water demand of 400 gallons per day (GPD) or less shall be treated as an Individual Service Installation Tap. Any single-family residential project or parcel with an expected water demand greater than 400 GPD or is multi-family, commercial, industrial, or institutional shall be treated as commercial project and subject to more stringent plan review processes and approvals or denials.

5. Upsizing or Upgrading Lines. In the event that a Proposed Line is smaller than that desired by the owner of the Existing Line, the owner of the Existing Line may pay the cost difference for upsizing or upgrading the Proposed Line, and the Proposed Line shall be upsized or upgraded upon receipt of said sum by the Party proposing the construction of the Proposed Line (the "Original Proposer"); provided that the Original Proposer shall be recognized as the owner of the Proposed Line. In order to determine the cost difference between the Proposed Line as originally planned by the Original Proposer and as upsized or upgraded at the request of the owner of the Existing Line, the Original Proposer shall bid the Proposed Line at its original size with the upgrade or upsize as an alternate.

6. Measurement of Flows or Discharges.

A. For Water.

1) Kannapolis shall supply to Landis all treated water required by Landis for Landis customers in the service area to a maximum of 1.0 million gallons of treated water per day. The amount of volume of such water usage shall be based upon the master meter at Chapel Street Booster Station, any subsequent meter(s) approved by Kannapolis, or in areas where no meter connections are made shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Landis customers in the service area which have been connected to and use such treated water provided by Kannapolis to Landis; and

2) Landis shall supply to Kannapolis all treated water required by Kannapolis for Kannapolis customers in the service area to a maximum of 1.0 million gallons of treated water per day.

The amount of volume of such water usage shall be computed as the total sum of the actual meter readings of all gallons of treated water consumed by Kannapolis customers in the service area which have been connected to and use such treated water provided by Landis to Kannapolis. Any water Kannapolis purchases from Landis does not count against Landis' contracted 1.0 million gallons of treated water per day.

- 3) In the event Landis requests more than 1.0 million gallons of treated water per day, Kannapolis shall review such request and provide a written reply within forty-five (45) days. As part of its review Kannapolis shall analyze overall availability, capacity, hydraulics, inter-basin transfer impacts and other relevant considerations. In the event a future water quantity increase is granted by Kannapolis, Landis shall provide Kannapolis the first right of refusal for the water rights, operations, and maintenance of said water, and necessary riparian buffers and easements of any and all Landis impoundments for Kannapolis' access to pump and treat.

B. For Sewer.

- 1) To quantify sewer discharges at points of connection to the other Party's system, if required by standard engineering practices, laws, regulations or other contractual agreement, the owner of an Existing Line may require a Party seeking connection to install, at its sole expense, a metering station at a location approved by both Kannapolis and Landis at or near the point of connection of the Proposed Line to the Existing Line. The metering station itself shall consist of metering equipment approved by both Kannapolis and Landis. After connection, the metering equipment shall be owned and maintained by the Party providing service from the point of connection; notwithstanding the foregoing, it is the desire and intent of Kannapolis and Landis to minimize, if not eliminate, the necessity for or usage of such meters wherever practicable. Where sewer metering equipment is not provided, customer water meters shall be used as the basis of payment for sewer service.
- 2) Irish Creek Subdivision Project has a sewer metering plan provided in Section 16 hereinafter for approximately 776 lots. This wastewater collection and transmission to Landis and Salisbury Rowan Utilities has been approved by the Water and Sewer Authority of Cabarrus County ("WSACC") on November 21, 2024.

C. Landis shall provide to Kannapolis a monthly summary of meter readings for all Landis customers receiving water supply or sewer collection from Kannapolis lines. The meter readings shall be the basis of charges by Kannapolis to Landis.

D. Kannapolis shall provide to Landis a monthly summary of meter readings for all Kannapolis customers receiving water supply or sewer collection from Landis lines. The meter readings shall be the basis of charges by Landis to Kannapolis.

7. Connection Fees. Except for any pre-existing contracts or commitments of either Kannapolis or Landis which require reimbursement of a portion of such fees collected, neither Kannapolis or Landis shall charge the other a fee for connection to a water or sewer line of the other. All Salisbury and WSACC fees shall still apply.

8. Service Areas. The City of Kannapolis will serve any customer inside the corporate limits of Kannapolis. The Town of Landis will serve any customer inside the corporate limits of Landis. Areas outside of either Party's corporate limits will be considered as requested. The City of Kannapolis and Town of Landis will serve any customer inside their portion of the Kannapolis-Landis Growth Area

Annexation Agreement as approved on March 7, 2022. Provided, however, Kannapolis and WSACC entered into an Interlocal Wastewater Capacity Allocation Agreement in November 2021. All future Kannapolis wastewater connections to Landis, which are sent to Salisbury Rowan Utilities for wastewater treatment shall comply with the requirements of the Interlocal Wastewater Capacity Allocation Agreement between Kannapolis and WSACC. Landis shall not be mandated to comply with any Interlocal Agreement between Kannapolis and WSACC to which they are not a Party.

9. User or Other Charges.

A. Neither Kannapolis or Landis shall charge the other a “transit”, “transportation”, “distribution”, “maintenance”, “user”, or other such fee or charge whether denominated as such or otherwise, for the use of the other Party’s system for transportation, distribution, discharge or other transmission of water or sewer.

B. The following shall supersede any and all prior water and sewer rate agreements between Landis and Kannapolis.

1) Treated Water Charge. At execution of this agreement and until June 30, 2026, treated water sold from Kannapolis to Landis shall be charged at \$3.04 for each 1,000 gallon of treated water sold. On July 1, 2026, and thereafter, treated water shall be charged at a wholesale rate based upon the cost of production, treatment, pumping, transmission, storage and the debt service costs of both principal and interest of capital projects for facilities necessary to facilitate such similar operations and maintenance needs.

2) Sewer Collection Charge. An annual rate per one thousand gallons shall be established which shall be equal to the equivalent rate charged to Landis by their sewer treatment provider, or any future provider. The future provider rate shall be determined by computation of the actual cost to treat and administer.

3) Amendment. Within 90 days following execution of this Agreement, the Wholesale Sewer Sales Agreement Between Landis and Kannapolis as entered into on May 8, 2023, shall be amended as follows:

- a. The purpose of this Agreement is to provide terms for the sale of wastewater treatment capacity by Kannapolis to Landis.
- b. The duration of the agreement shall no longer be ten (10) years. It shall run in concurrence with Paragraph 2 of this Agreement.
- c. The fee payment on July 1, 2026, and thereafter, shall be equal to Kannapolis cost for WSACC fixed and variable rate.
- d. Kannapolis will supply daily wastewater treatment for the existing sewer connections for the approximate seventy (70) parcels included in Phase One of Irish Creek up to Twenty Thousand (20,000 gallons per day) as may be required by Landis. Landis will be charged only for wastewater conveyed as measured by meter(s).
- e. Removal of the metering flume installation requirement. All billing shall be based on water meter data for the existing approximately 70 lots being served by the existing Kannapolis Golf Course sewer lift station. This original section of Irish Creek shall be subject to the

ten (10) year annual smoke testing and other requirements as defined in Paragraph 10 of this Agreement.

- f. Development Fees. All applicable Water and Sewer Authority of Cabarrus County (WSACC) development fees shall be paid to Kannapolis for any and all connections made to the Landis Sewer System in which the wastewater is discharged to the Rocky River Basin for treatment. Payments shall be submitted to Kannapolis prior to building permits being issued by Rowan County. Landis shall pay Kannapolis the development fees charged by WSACC, and Kannapolis shall submit payments to WSACC.
- g. The termination of the original Wholesale Sewer Agreement between Landis and Kannapolis shall now be as defined in Paragraph 21 of this Agreement.
- h. The amendments of the original Wholesale Sewer Agreement between Landis and Kannapolis shall now be as defined in Paragraph 21 of this Agreement.

C. Kannapolis shall submit billing statements to Landis in accordance with its billing cycle as established in Paragraph 6 based upon readings from metering stations heretofore or hereafter installed. Landis shall pay statements within thirty (30) days of receipt. Upon failure of payment, Kannapolis may discontinue supplying treated water upon ten (10) days' written notice to Landis.

D. Landis shall submit billing statements to Kannapolis in accordance with its billing cycle as established in Paragraph 6 based upon readings from metering stations heretofore or hereafter installed. Kannapolis shall pay statements within thirty (30) days of receipt. Upon failure of payment, Landis may discontinue supplying treated water upon ten (10) days' written notice to Kannapolis.

10. Operation and Maintenance. Landis and Kannapolis shall be responsible for all operation and maintenance of water and sewer facilities within their individual service areas.

Both Parties agree to smoke test all portions of their gravity sewer system interconnected into the other Party's gravity sewer system at least once every ten (10) years after certification of such system. The smoke testing report shall be made available to both Parties and all recommended repairs shall be made within 3-months or as approved by both Parties in writing. Should either Party identify deficiencies in the other Party's sewer system they shall report said deficiencies and the other Party shall repair within 3-months or as approved by both Parties in writing. This shall help reduce the occurrence of rain and ground water infiltration and inflow into the other Party's sewer system. The two known or currently proposed sewer interconnection locations are defined in Exhibit B attached hereto and incorporated herein as part of this Agreement.

A. Existing Irish Creek Subdivision Phase 1. The Irish Creek Subdivision Phase 1 includes all portions of Landis' gravity sewer system which lies in and around Irish Creek Drive, Ferndale Court, Tullymore Drive, Tamary Way, and the Irish Creek Golf Course and Country Club. This area is commonly referred to the drainage basin as defined in the Landis and Kannapolis Treated Sewer Treatment Purchase Agreement between Landis and Kannapolis entered into on May 8, 2023

B. Future Irish Creek Subdivision Sewer System. Future Irish Creek subdivision phases shall be serviced by a gravity sewer system which lies in future unnamed roads, public rights-of-way, and public easements to be constructed in the vicinity of the future Regional Wastewater Pump Station. This future Regional Wastewater Pump Station, which will be located on a future parcel dedicated to

the City of Kannapolis and accessed by a future unnamed public road, and corresponding regional forcemain shall be owned and operated jointly by Kannapolis and Landis. With pump station routine weekly operations and maintenance activities being provided by Kannapolis and with routine operations, maintenance and NC811 locate requests for the regional forcemain being provided by Landis. The long-term maintenance costs such as pump and motor rebuild/replacement, generator rebuild/replacement, concrete structure and screening device rebuild/replacement, pipeline and pump rail rebuild/replacement, forcemain rebuild/replacement and electrical system rebuild/replacement costs being evenly split by both Kannapolis and Landis.

- C. Emergency Repairs. All costs associated to emergency repairs to the regional pump station or regional forcemain shall be evenly split by both Kannapolis and Landis. Kannapolis shall be the lead agent for repairs to the regional pump station and Landis shall be the lead agent for repairs to the regional forcemain.
 - D. Costs. Any power or natural gas/propane gas monthly expenses shall be split evenly by Kannapolis and Landis.
 - E. Taps. There shall be no other service, lateral, or connection taps made into the regional forcemain sewer line.
 - F. Maintenance Standards. All metering devices shall be designed to and be maintained in accordance with applicable AWWA (American Water Works Association) standards.
 - G. Standards. All water supply from Landis to Kannapolis and from Kannapolis to Landis shall meet all local, state and federal standards. For regulated contaminants, each party shall deliver water at less than 80 % of the maximum contaminant level (MCL) as set by the applicable state or federal standard.
11. Calibration. At least once in each year during the term of this Agreement, the Parties shall jointly select an independent certified meter expert to calibrate all master meters, two-inch (2-inch) or larger in size, measuring water and sewer flows delivered to the Interconnect Point, excluding emergency only connection points. The Parties shall provide each other with at least forty-eight (48) hours written notice of calibration so that a representative of the Parties may have the opportunity to be present. The Parties shall jointly observe any adjustments that are made to the meters in case any adjustments are necessary. The Cost of this calibration shall be paid by the Retail Provider taking the water from the Wholesaler. All meter calibration and adjustment shall be done in accordance with AWWA standards.
- All water meters subject to the terms of this agreement below two-inch (2-inch) in size shall be replaced at the retail provider's expense at least every twenty (20) years.
12. Water/Sewer Rates. Landis and Kannapolis shall bill customers within their individual service areas based on their prevailing retail water and sewer rate schedule for the remainder of their respective system. Each system reserves the right to create a special municipal district or other similar district to create a special class of customer should their City Council or Board of Aldermen so elect. However, the creation of a special municipal district or other similar district shall not change the rate in which Kannapolis and Landis bill each other nor the rates set in this or any other agreement.
13. Interruptions of Service. Whenever practicable, both Landis and Kannapolis shall provide at least forty-eight (48) notice prior to any interruption of service necessary for the other's customers due to a planned interconnection installation, maintenance outage or other foreseeable extent of interruption; this

duration and other pertinent information will be provided with the notice. When interruptions of service are due to emergency situations which cannot be foreseen, the affected party will be notified as soon as possible as to the estimated duration and extent of the interruption.

- 14. Water Restrictions. Any retail customer provided water under this Agreement shall be subject to any water restrictions implemented by either the wholesale or retail service provider.
- 15. Further Agreements. The parties acknowledge that uniformity and consistency of materials, line sizes, etc., promotes a comprehensive, cooperative planning process for future growth and system expansion, Kannapolis and Landis further agree to pursue diligently the adoption of additional reciprocal agreements between the Parties and/or multilateral agreements between or among the Parties and the owners or operators of other public water and/or sewer systems in Kannapolis and Landis for future water and sewer development. Such agreements should include all aspects of such water and sewer systems, including but not limited to, plans, specifications, materials, line sizes, fees, charges and the like.
- 16. Irish Creek Subdivision. Landis shall have approximately 176 lots and Kannapolis shall have approximately 600 lots. This development is proposed to be constructed in three main phases, as defined in Exhibit A. There are two subphases of each main phase. Landis shall provide water to Kannapolis through water interconnection points 1 and 2 as defined in Exhibit A for phase two (2) and three (3) of construction (subphases 2B, 3A and 3B). This water will be reimbursed based on meter readings during Phase 2 (2A and 2B) and Phase 3 (3A and 3B).
 - A. Irish Creek Future Phases. The Parties acknowledge that wastewater (sewer) treatment service for all lots built in Phase 2 (2A and 2B), Phase 3 (3A and 3B) and Phase 4 (4A and 4B) shall be provided through Landis and their current and future agreement(s) with Salisbury Rowan Utilities.

The ownership and metering of wastewater shall as defined below:

- (1) Kannapolis and Landis shall jointly own and operate sewer Pump Station 2 (commonly referred to as the Regional Pump Station).
- (2) Kannapolis shall own and operate sewer Pump Station 3, 4 and 5.
- (3) Landis shall own and operate sewer Pump Station 1.
- (4) Kannapolis shall provide water meter data for Kannapolis customers in all phases to Landis for sewer billing.

Projected Lot Populations:

- (1) Phase 2A is approximately 171 single family detached lots.
- (2) Phase 2B is approximately 88 single family detached lots.
- (3) Phase 3A is approximately 148 single family detached lots.
- (4) Phase 3B is approximately 134 single family detached lots.
- (5) Phase 4A is approximately 169 single family detached lots.
- (6) Phase 4B is approximately 61 single family detached lots.

- B. Interconnection Points. After completion of Irish Creek Phase Four (4) construction and the completion of the Kannapolis watermain extending along Enochville Road, crossing under Kannapolis Lake and connecting to the existing Kannapolis watermain on Enochville Road east of Kannapolis Lake, the Parties shall convert water interconnection points 1 and 2 to emergency connection points as defined below:

- (1) Kannapolis Interconnection Point 1. City of Kannapolis shall establish an emergency connection point with installation and maintenance of a pressure sustaining valve and volume meter near Irish Creek Drive and Tullymore Road. Any maintenance at this interconnection shall be the sole cost of Kannapolis. The private developer of Phase 2A and 2B shall install the required pressure sustaining valve and volume meter as part of their initial utility construction.

 - (2) Landis Interconnection Point 2. Landis shall establish an emergency connection point with future installation and maintenance of a pressure sustaining valve and volume meter near Cannon Farm Road and near Irish Buffalo Creek Bridge. Any maintenance at this interconnection shall be the sole cost of Landis. Interconnection Point 2 shall be used as an unmetered interconnect between Landis and Kannapolis during Phase 2 (2A and 2B), Phase 3 (3A and 3B), and Phase 4 (4A and 4B) as needed, and will convert to a closed interconnection point at the conclusion of conversion of Kannapolis purchase system to Kannapolis Water System ID, commonly known as Kannapolis, City of NC 01-80-065. Should Landis want to activate Interconnection Point 2 as a permanent or emergency connection they shall first install the necessary pressure sustaining valve, pump, pressure reducing valve, or similarly approved device and volume meter.
17. Emergency Water Connection for Landis Industrial Park at Old Beatty Ford Road. Kannapolis shall permit Landis to make up to an 8-inch (eight) connection to the existing Kannapolis 12-inch (twelve) watermain. This connection shall be emergency only (fire flow event, system emergency, main break, etc.) and shall be constructed with the appropriate pressure sustaining valve and/or pressure reducing assembly and be metered. This connection shall be reviewed, modified as needed, and approved by Kannapolis prior to installation. Landis shall be solely responsible for all costs associated with the maintenance and repair of this emergency connection or any future emergency connection authorized by Kannapolis to Landis for the sole benefit of the Landis water system (to include meters, piping, valving, asphalt, concrete, vaults, etc.).
18. Integration of System Monitoring and Control Components. Landis may integrate its water system monitoring and control components at their sole expense, into the Kannapolis 24-hour monitoring program for future state compliance regarding real time monitoring and alert functioning. Landis shall maintain, upgrade, and repair all monitoring and control components at their sole expense. Kannapolis shall accept Landis telemetry signals into a computer program, commonly referred to as SCADA or supervisor control and data acquisition and provide real time monitoring and alert functioning at the same capacity as Kannapolis monitors their own water system monitoring and control components. Water system monitoring and control components shall be defined as water interconnection points between Kannapolis and Landis, Landis booster station at Chapel Street, all publicly owned elevated storage tanks for the gross benefit for the entire Landis service area and all future booster stations. Water system monitoring and control components shall not be defined as sewer lift stations, routine customer calls, emergency afterhours customer calls, water meters monitoring for billing purposes, water tanks serving private customers, etc. The monitoring and control that Kannapolis provides shall be supplemental to Landis monitoring and control and Landis shall maintain an active and robust primary monitoring and control function for their water system. This section (Paragraph 18) for water system monitoring and control component integration shall be terminated within 30-days if Landis no longer purchases the majority (51%) of their system water from Kannapolis or ceases chlorination for a period of greater than 90-days at their Kannapolis interconnection point(s).

- 19. Water Storage. Kannapolis shall lease Landis 250,000 gallons of ground level storage in Clearwell 1 at the Kannapolis Water Plant located at 1353 Pump Station Road. This lease shall be in effect for a period of ten (10) years and shall end on January 1, 2035. The lease shall be \$1.00 per year and is payable in full for \$10.00.

- 20. Alteration to Existing Interconnections. Landis shall notify Kannapolis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnection. Kannapolis shall notify Landis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnection.

- 21. Method of Amendment/Termination of Agreement. This Agreement may be amended or terminated only by a vote of the majority of the members of both of the respective governing boards of Kannapolis and Landis.

- 22. Warranties. Kannapolis and Landis hereby warrant and represent each to the other Party that;
 - A. Execution of the Agreement and full performance of its own obligations hereunder are fully authorized by law.

 - B. Each has complied or will comply with all procedures necessary to render its execution of this Agreement and the performance of its obligations hereunder as valid, legal and binding acts of Kannapolis or Landis, respectively.

 - C. All contracts for work to be done pursuant to this Agreement will be performed in accordance with the laws and regulations to which Kannapolis and Landis are subject, expressly including but not limited to, the public bidding laws of the State of North Carolina.

- 23. Miscellaneous. Kannapolis and Landis further agree as follows:
 - A. No Waiver. No failure or delay in exercising any right hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any right hereunder preclude any other further exercise thereof or the exercise of any other right;

 - B. Survival of Representations and Warranties. All representations and warranties made herein shall survive the making of any payment or payments pursuant hereto.

 - C. Successors and Assigns. Except as modified by separate written agreement between the Parties, this Agreement shall be binding upon and inures to the benefit of Kannapolis and Landis and their respective successors and assigns.

IN WITNESS WHEREOF, Kannapolis and Landis have executed this Agreement by their duly authorized representatives the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
Mayor

ATTEST:

_____(SEAL)
Clerk

Approved as to Form

City Attorney

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

Finance Director

TOWN OF LANDIS, NORTH CAROLINA

By: _____
Mayor

ATTEST:

_____(SEAL)
Clerk

Approved as to Form

Town Attorney

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

Finance Director



**TOWN OF LANDIS RESOLUTION
APPROVING INTERLOCAL AGREEMENT WITH CITY OF KANNAPOLIS**

WHEREAS, the Town of Landis and the City of Kannapolis are authorized to enter into Interlocal Agreements pursuant to the provisions of NCGS Section 160A-461 for the purpose of executing any undertaking for the benefit of its citizens; and

WHEREAS, activities providing a basis for cooperation for connections to, development of, and construction and maintenance of one water and sewer systems with the other jurisdictions water and sewer systems would be a substantial benefit to both jurisdictions; and

WHEREAS, both Landis and Kannapolis realize and recognize that reciprocal measures relative to water and sewer connections, development, construction and maintenance are mutually beneficial to each, and both Landis and Kannapolis desire to cooperate reciprocally with regard to such water and sewer connections, development, construction and maintenance.

WHEREAS, the Board of Aldermen finds that the proposed Interlocal Agreement addressing the issue of connecting the water and sewer systems of adjoining jurisdictions is a proper agreement between the two government entities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS: that the proposed Interlocal Agreement described herein is hereby approved and the Town Manager is authorized to execute said Agreement subject to such non-substantive changes which are consistent with this Resolution.

ADOPTED THIS THE 17TH DAY OF MARCH, 2025.

Meredith Bare Smith, Mayor

ATTEST:

{SEAL}

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Public Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Approval of the Development Agreement with the City of Kannapolis for Irish Creek**

DETAILS:

STATE OF NORTH CAROLINA)
)
COUNTY OF ROWAN)
and)
COUNTY OF CABARRUS)

**DEVELOPMENT
AGREEMENT**
(Irish Creek)

This Development Agreement together with the Exhibits attached hereto (the “Agreement”) is made and entered into this ___ day of ____, 202_ (“Effective Date”), by, between, and among _____ (the “Developer”), the Town of Landis, a North Carolina municipal corporation (“Town”), and the City of Kannapolis, a North Carolina municipal corporation (“City”).

WITNESSETH:

WHEREAS, The North Carolina General Statutes (“N.C.G.S.” §160D-1001 through §160D-1012), as they exist on the Effective Date of this Agreement (the “Development Agreement Act”), enable cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act (“the Act”); and

WHEREAS, Section 160D-1001(a)(1) of the Development Agreement Act provides that “Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources;” and

WHEREAS, Section 160D-1001(a)(3) of the Development Agreement Act provides that “Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and the phasing of the private development;” and

WHEREAS, Section 160D-1001(a)(4) of the Development Agreement Act provides that “Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development;” and

WHEREAS, Section 160D-1001(a)(5) of the Development Agreement Act provides that “Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas;” and

WHEREAS, Section 160D-1001(a)(6) of the Development Agreement Act provides that “To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility to negotiate such developments;” and

WHEREAS, in view of the foregoing, Section 160D-1001(b) and 160D-1012 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections

160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing bodies of the local governments by ordinance after duly noticed public hearings; and

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

WHEREAS, Developer has a contract to purchase certain parcels of land containing approximately 162.3 acres, more or less, located generally south of Cannon Farm Road in the Town of Landis, North Carolina (the “Landis Property”), such Property being more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Developer has a contract to purchase certain parcels of land containing approximately 595.81 acres, more or less, located generally north and south of Cannon Farm Road in the City of Kannapolis, North Carolina (the “Kannapolis Property”), such Property being more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the current owners of the Kannapolis Property are Murdock Holdings, LLC and Atlantic American Properties, Inc.; the current owners of the Landis Property are Murdock Holdings, LLC, Atlantic American Properties, Inc., and Louise K. Connor, Trustee of the Louise K. Connor Revocable Trust; and Developer has an equitable interest in the Kannapolis Property and the Landis Property by virtue of Developer’s contractual right to purchase those properties; and

WHEREAS, Developer desires to develop an integrated residential subdivision on the Landis Property and the Kannapolis Property (the “Subdivision”) such that development on the Landis Property shall be compliant with the Landis Development Ordinance and the zoning on the Landis Property, the development on the Kannapolis Property will be consistent with the Kannapolis Development Ordinance and the zoning on the Kannapolis Property, and all development will be in accordance with the terms, conditions and provisions of this Agreement; and

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

WHEREAS, the Town’s Board of Aldermen has found that the portion of the Subdivision being developed in the Town will benefit the citizens and businesses of the Town of Landis by expanding the Town’s tax base, by diversifying the Town’s economy, by attracting new businesses and industries to the Town, and by creating additional jobs within the Town. The Town has found

that it is in the best interests of the citizens and businesses of Landis for the Town to encourage and aid the development of the Subdivision, including by assisting with Infrastructure development to the Subdivision and increasing water service capability to the Town’s adjacent Wastewater Treatment Plant; and

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

WHEREAS, the Kannapolis City Council has found that the portion of the Subdivision being developed in the City will benefit the citizens and businesses of the City of Kannapolis by expanding the City’s tax base, by diversifying the City’s economy, by attracting new businesses and industries to the City, and by creating additional jobs within the City. The City has found that it is in the best interests of the citizens and businesses of Kannapolis for the City to encourage and aid the development of the Subdivision by providing water service capacity to the Subdivision; and

WHEREAS, sanitary sewer capacity for the City portion of the development shall be provided solely by and through an Interlocal Agreement between Landis and City which will receive sanitary sewer treatment capacity through Salisbury-Rowan Utilities; and

WHEREAS, this Development Agreement is being made and entered between Developer, the City, and the Town under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with its approved Project without encountering future changes in zoning regulations which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and adding to the tax base of each jurisdiction.

WHEREAS, general benefits to be received by the City and Town from this Agreement and development of the Property include, without limitation:

1. Implementation of the Project and furthering the goals of securing appropriate residential uses and densities for the Landis Property and Kannapolis Property; and
2. Protection of natural resources and environmentally sensitive areas within the Landis Property and Kannapolis Property, minimization of adverse off-site impacts, and incorporation of sustainability principles in the Development of the Landis Property and Kannapolis Property; and

- 3. Provision of an efficient, effective, and practical overall plan for addressing the development of the Landis Property and Kannapolis Property, including the protection of natural resources, the provision of open space and commitments with respect to utilities, roads and other infrastructure improvements; and
- 4. Substantial commitments to public facilities and amenities to result from development of the Landis Property and Kannapolis.

WHEREAS, general benefits to be received by the Developer from this Agreement and development of the Landis Property and Kannapolis Property include, without limitation:

- 1. Obtaining sufficient certainty, timeliness, and predictability in the City’s and Town’s development review and approval process to justify the required substantial initial capital investment for development projects in the Landis Property and Kannapolis Property that will require multiple years to complete; and
- 2. Realization of the opportunity to implement the Project for a residential development that is consistent with goals and needs of the Developer; and
- 3. Coordination with the City and Town to achieve the public benefits necessary for the Development.

WHEREAS, in exchange for providing these benefits to the City and Town, the Developer, desires to receive the assurance that the Project will proceed in accordance with this Agreement; and

WHEREAS, this Agreement was approved by the Kannapolis City Council by Ordinance following a public hearing on _____; and

WHEREAS, this Agreement was approved by the Landis Board of Alderman by Ordinance following a public hearing on _____.

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

I. DEFINITIONS

Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:

(a) “Applicable Law” means all federal and state statutes, ordinances, regulations, and requirements governing the Subdivision.

(b) “Architectural Standards” means building design elements and other requirements of the Current Regulations or this Agreement for the development of the Kannapolis Property set forth in Exhibit C.

(c) “Current Regulations” means all statutes ordinances, resolutions, regulations, and comprehensive plans adopted by the City or Town on or before the Effective Date affecting the development of the Subdivision and includes, without limitation, laws governing permitted uses, density, design, and improvements, subject to Section II below. The term does not include routine fees for zoning permits adopted as part of an annual budget and applicable throughout the respective jurisdiction.

(d) “Development Schedule” means the schedule for development of the Subdivision as shown in Exhibit B.

(e) “Infrastructure” means major capital or community developments including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(f) “Kannapolis Development Plan” means a type of plan that becomes part of the zoning of the Kannapolis Property that establishes the level of development allowed absent further zoning action except as otherwise allowed or required under this Agreement, and which is incorporated into the zoning map change approved as part of Case Number #CZ-2021-16, and as set forth on Exhibit D.

(g) “Landis Preliminary Plat Site Construction Plans” means the construction plans for the Landis Property approved in accordance with Section 7.11 of the Landis Development Ordinance.

(h) “Project” means the development that will occur within and upon the Landis Property and Kannapolis Property pursuant to this Agreement and in accordance with the Kannapolis Development Plan and Landis Site Plan and includes the Subdivision.

(i) “Property Owner” means (i) any person or entity, other than the City or the Town, which shall have acquired any portion of the fee interest in the Property from and after the Effective Date, and (ii) any successor in interest to such person or entity.

(j) “Subdivision Plan” means the general layout of the Subdivision as depicted in Exhibit E.

(k) “Water and Sewer Plan” means the general plan for the connection of the Subdivision’s water and sewer Infrastructure to the water and sewer services of the City and Town as generally depicted on Exhibit F.

(l) “Zoning” means the applicable development ordinance(s) affecting the property or portion thereof adopted by the respective jurisdictions.

II. APPLICABLE REGULATIONS

(a) Applicable Law and Development Standards. Except as otherwise provided by this Agreement and in accordance with N.C.G.S. § 160D-1007, development of the Project, including, without limitation, approval procedures and impact, connection, or other fees applicable thereto, shall be in conformance with the Current Regulations and all other Applicable Law. Developer shall have a right to develop the Subdivision in accordance with the terms of this Agreement and the terms of the Zoning and other Town and City development regulations as they exist on this Agreement's Effective Date. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Project or to the Subdivision.

(b) Vested Rights. Pursuant to the authority granted therefor in N.C.G.S. § 160D-1001 through 1012 and subject to the provisions of subparagraph (a) above, all rights and prerogative accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the development of the Subdivision throughout the term of this Agreement. Town and City may not apply subsequently adopted land development regulations to the Project or the Subdivision during the term of this Agreement without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 16D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement.

(c) Building Codes and Laws Other Than Land Use Regulations. Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City, the Town, or other governmental entity. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the City, the Town or other governmental entity.

(d) Updates to Ordinances. Where any City or Town ordinance, , resolution, or regulation adopted after the date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may in its sole discretion, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in the Development Plan or this Agreement. Developer shall submit such request in writing to the City and/or Town, and the City and/or Town shall review and respond to such request

within sixty (60) days. Incorporation of a New Ordinance, or any portion thereof, into the Current Regulations shall be a non-material change to the Agreement.

(e) Applicability of Local Ordinances, Plans, Notices, and Approvals. To the extent this Agreement calls for the application of rules or standards contained in an ordinance of the Town or the City or a development plan, the ordinance of the Town and the Landis Preliminary Plat Site Construction Plans shall apply to any development on the Landis Property, and the ordinance of the City and the Kannapolis Development Plan shall apply to any development on the Kannapolis Property. To the extent this Agreement requires that notice be given or approval obtained from the Town or the City, Developer shall only be required to provide notice or obtain approval from the municipality responsible for regulating the relevant area of the Subdivision. Provided, however, in compliance with G.S. 160D-1006 (c) the City is responsible for the overall administration of this Development Agreement.

III. SUBDIVISION DEVELOPMENT

(a) Development of the Property. The Subdivision shall be developed in accordance with the Kannapolis Development Plan, the Landis Preliminary Plat Site Construction Plans, the Current Regulations, and the terms of this Agreement.

(b) Permitted Uses. The Property may be used as a residential subdivision with any uses currently permitted under the existing zoning of SFR-2 and SFR-3 for the Landis Property and the Kannapolis Development Plan for the Kannapolis Property, together with any incidental or accessory uses associated therewith.

(c) Maximum Unit Counts. The maximum unit counts of the Subdivision is based upon the existing zoning on the Landis Property and Kannapolis Property, including the Kannapolis Development Plan. For the Landis Property, the maximum density per Current Regulations. For the Kannapolis Property, the maximum density is limited to 600 homes.

(d) Local Development Permits and Other Permits Needed. The Parties anticipate that local development permits and other regulatory permits will be needed to complete the Development of the Project, including Landis Preliminary Plat Site Construction Plans approval, plat approvals (preliminary or final), street, water, sewer and stormwater construction drawing approval, building permits, certificate of compliance, city water and sewer permits, and stormwater control measure agreements. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

(e) Expansion of Site. Nothing in this Agreement shall prevent the Developer from pursuing contiguous expansion of the Subdivision upon

compliance with the ordinances applicable to the expansion area in effect at the time within the City and/or Town and the terms of this Agreement.

(f) Development Schedule and Phasing. The Subdivision shall be constructed in phases and developed in accordance with the development schedule attached as Exhibit B. In the event development is economically unfeasible according to the Development Schedule, Developer may be granted reasonable extensions consistent with the economic feasibility of the development of the Property, with such changes being minor modifications of this Agreement and not subject to the formal amendment process.

(g) Term. The term of this Agreement shall commence upon the Effective Date. This Agreement shall terminate upon the earlier to occur of: (i) ten (10) years thereafter, or (ii) complete fulfillment of all covenants of the Parties to one another pursuant to this Agreement (the "Termination Date"). This Agreement may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement. The Developer represents that the Project will be substantially completed by December 31, 2034 after full and final completion of all sewer and water improvements by City and Town (i.e. all amenities to be erected completed and essentially all Development structures erected and/or all necessary infrastructure in place to serve the intended uses). Nothing in this Section shall be interpreted to extend the Term of this Agreement, but time is not of the essence as to this Section, provided that Developer is proceeding in good faith, as to any other Developer commencement or completion deadlines. However, the Term may be extended by agreement of the Parties and provided there is no material breach of Agreement.

(h) Subdivision of Site. Developer reserves the right to subdivide the Landis Property and Kannapolis Property into smaller parcels of at least ten acres, or to smaller individual home lots, in accordance with the respective development ordinances of the City and Town, provided that any subdivision of the Kannapolis Property remains consistent with the requirements of Current Regulations, the Architectural Standards, and this Agreement.

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

(j) Open Space and Common Areas. The Subdivision shall have open space and common areas as generally depicted in the Kannapolis Development Plan, Landis Preliminary Plat Site Construction Plans, the Subdivision Plan, and as otherwise required by the Current Regulations.

(k) Eminent Domain. The City and the Town agree that they will each exercise the power of eminent domain in accordance with normal procedure for the acquisition of utility easements, construction easements, right of way, and other

property interests reasonably necessary for Developer to construct the Subdivision and the off-site improvements deemed necessary by the City and/or Town and contemplated by this Development Agreement and Exhibits E, F, and H.

(l) Special Assessments. At the request of Developer and in accordance with N.C. Gen. Stat. § 160A-216, et seq., the City and the Town agree to consider approving special assessments against the Landis Property or the Kannapolis Property for purposes of offsetting the cost of Developer's Infrastructure improvements contemplated by this Agreement. Nothing herein shall be interpreted to require the City or the Town to approve any special assessments.

IV. LANDIS PROPERTY

(a) Approval of Site Plan. Following approval and execution of this Agreement, Developer shall submit a proposed site plan to the Town's Planning Department in accordance with the procedures in the Landis Development Ordinance. Within ninety (90) days of Developer submitting a Preliminary Plan, the Town's Planning Department shall review and provide written comment on the Preliminary Plan in accordance with the procedures in the Landis Development Ordinance. Once the Landis Preliminary Plat is approved or ninety (90) days have passed since submission, the Developer will be authorized to proceed with the following pursuant to the approved Landis Preliminary Plat Site Construction Plans:

- (1) The installation and approval of required improvements (subject to the approval of construction drawings as required by the Landis Development Ordinance);
- (2) Site preparation/grading (subject to obtaining a grading permit and/or an erosion control permit as required in the Landis Development Ordinance); and
- (3) The preparation of one or more final plats in accordance with the phasing schedule appearing in Exhibit B, subject to the Landis Development Ordinance including any Performance Guarantee(s) required therein.

(b) Development Standards. The Landis Property shall be developed in accordance with the Current Regulations and the Landis Preliminary Plat Site Construction Plans.

(c) Oversight Responsibility. The responsibility for overseeing all development on the Landis Property and ensuring compliance with all applicable development standards shall rest solely with the Developer, whose project engineer shall certify full compliance for installation of all infrastructure constructed in accordance with the Landis Preliminary Plat Site Construction Plans. The Town agrees that review of any submittals made by Developer will be performed within

ninety (90) days and that failure to render a decision within ninety (90) days will constitute an approval of any Developer submission.

(d) **Dedication or Reservation of Land.** Developer shall dedicate a 30'x30' easement in the area generally shown on the Water and Sewer Plan for the Town to construct a water pump site in the future, and the Town expressly agrees that use of the easement for construction of a pump site shall not be considered when assessing the Project's conformity with the Current Regulations.

V. KANNAPOLIS PROPERTY

(a) **Development Standards.** The Kannapolis Property shall be developed in accordance with the Development Plan, the City's Current Regulations, the Architectural Standards, and this Agreement. Any photographs or diagrams contained in Exhibit C to this Agreement are provided to demonstrate the general intent of the standards but do not represent specific improvements that will be constructed in the Subdivision. To the extent of any conflict between the written terms of Exhibit C to this Agreement and any architectural standards contained in the Current Regulations for the City, the requirements of Exhibit C shall control.

(b) **Oversight Responsibility.** The responsibility for overseeing ensuring compliance with all applicable development standards on the Kannapolis Property shall rest solely with the City. The City agrees that review of any submittals made by Developer will be performed within ninety (90) days and that failure to render a decision within ninety (90) days will constitute an approval of any Developer submission. (c) **Club at Irish Creek.** The Developer acknowledges that the portion of the Kannapolis Property identified on Exhibit G attached hereto (the "Golf Property") is currently operated as an 18-hole golf course and golf club known as "The Club at Irish Creek" (the "Golf Club").

(1) At or before closing of Developer's acquisition of the Golf Property, Developer and City shall enter into an agreement in which Developer shall grant to City a continuing right of first refusal and option to purchase the Golf Club under the following terms and conditions (collectively, the "Preemptive Rights"):

(i) In the event that Developer receives a bona fide offer to purchase a majority interest or controlling interest in the Golf Club from an unaffiliated third-party (the "Third Party Offer"), Developer shall notify City in writing of the terms of the Third Party Offer by delivering to City an offer to purchase, letter of intent, purchase agreement, or similar document signed by said third party and evidencing the Third-Party Offer, within thirty (30) days of the receipt of the Third-Party Offer. Within sixty (60) days after the receipt of such notice from Developer (the "Election Deadline"), City shall notify Developer in writing of City's election to exercise or not exercise the right of first refusal granted herein (the "Election Notice"). If City elects to exercise

the right of first refusal, the purchase price and other terms of sale for the Golf Club shall be the same as that set forth in the Third Party Offer and any other terms and conditions of the purchase of the Golf Club by City shall be substantially as set forth in the Third-Party Offer. The closing of the purchase of the Golf Club by the City shall occur on or before the later of the closing date as set forth in the Third Party Offer or ninety (90) days following the date that City delivers the Election Notice to Developer. At the closing, Developer shall convey its interest in the Golf Club to City by Special Warranty deed and all other portions of the Golf Club by bill of sale and assignment, free and clear of any liens or encumbrances other than those existing as of the date of this Agreement or as otherwise agreed by the Developer and City, shall deliver exclusive possession of the Golf Club to City, and shall deliver such other affidavits, certificates, documents, and agreements as are customarily delivered at a closing of commercial property similar to the Golf Club in Cabarrus County, North Carolina. In the event that City elects not to exercise the right of first refusal as provided herein or fails to deliver the Election Notice by the Election Deadline, Developer may proceed with the sale of the Golf Club to said third party on the same terms and conditions as provided for in the Third-Party Offer. If the terms of the Third-Party Offer are materially changed or Developer receives an offer from another third party that it wishes to accept, Developer shall be required to comply with the terms of Subsection (c)(1) prior to consummating the sale of the Golf Club.

(ii) If the Golf Club ceases to be used as an 18-hole golf course (specifically excluding use as an 18-hole executive golf course) with a golf clubhouse and related facilities for more than a period of ninety (90) days within any calendar year (excluding time periods during which the golf course or clubhouse are closed for maintenance, repairs, replacements, renovation, capital improvements, pandemics, or force majeure events) (the “Trigger Event”), City shall have the option to purchase the Golf Club (the “Option”) on the following terms:

(A) City may exercise the Option at any time during the period beginning on the date that the Trigger Event occurs and ending on the date that is one hundred twenty days thereafter (the “Option Period”) by providing written notice (“Notice of Exercise”) thereof to Developer. The date that City delivers the Notice of Exercise to Developer shall be called the “Effective Date”.

(B) Developer shall have thirty (30) days following receipt of the Notice of Exercise (the “Effective Date”) to restart operations of the Golf Club consistent with reasonable industry practice. Otherwise, the closing of the sale and purchase of the Golf Club (the “Closing”) shall

occur on a date selected by City that is within one hundred twenty (120) days following the Effective Date, or on such other date as the parties hereto may mutually agree (the "Closing Date").

(C) City shall enter into a purchase agreement pursuant to which City agrees to pay to Developer at Closing as the purchase price for the Golf Club the amount determined as follows (the "Purchase Price"): After the Effective Date, Developer and City shall use commercially reasonable efforts to agree upon the Purchase Price. If Developer and City are unable to agree upon the Purchase Price within thirty (30) days after the Effective Date, then each of them shall select an independent M.A.I. appraiser with experience valuing golf courses and golf clubs (an "Appraiser"). Each Appraiser shall independently determine the fair market value of the Golf Club. If the fair market values determined by each Appraiser (a) are within ten percent (10%) of each other, the two (2) allocations shall be averaged and such average shall be the final Purchase Price, or (b) are not within ten percent (10%) of each other, the two Appraisers shall then select a third Appraiser who shall independently determine the fair market value of the Golf Club, and the middle of such three (3) determinations of fair market value shall be the final Purchase Price.

(D) At the closing, Developer shall convey good and marketable fee simple title to the Golf Property to City by Special Warranty deed and all other portions of the Golf Club by bill of sale and assignment, free and clear of any liens or encumbrances other than those existing as of the date of this Agreement, shall deliver exclusive possession of the Golf Club to City, and shall deliver such other affidavits, certificates, documents, and agreements as are customarily delivered at a closing of property similar to the Golf Club in Cabarrus County, North Carolina.

(E) In the event that City elects not to exercise the Option as provided herein or fails to deliver the Notice of Exercise before the expiration of the Option Period, the Option shall expire and be of no further force and effect.

(2) The Parties intend for the Preemptive Rights to run with the land and be binding upon the successors and assigns of Developer. City may not assign its rights hereunder without the prior written consent of Developer. The Parties agree that the Preemptive Rights shall take priority over any mortgages, deeds of trust, liens or other encumbrances (collectively "Encumbrance") on the Golf Club other than an Encumbrance arising from

financing that provides funding for capital improvements to the Golf Club and its facilities, and Developer agrees to take any and all action necessary to ensure such priority.

- (3) Developer agrees to take all actions reasonably necessary to ensure that the Irish Creek Golf Course remains a working golf course during the term of this Agreement. Nothing herein shall prevent Developer from assigning its rights in the Golf Club to an affiliated entity, provided the affiliate is bound by the terms hereof, or from transferring interests in the Golf Club to investors, partners, or operators, provided that Developer or its affiliate remains in control of the Golf Club and the Golf Club continues to operate as a regulation golf course subject to the preemptive Rights of the City.
(d) Kannapolis Lake.

- (1) Developer acknowledges the rights and license authority of City as successor in interest to Water Company Acquisition Corporation to draw water from Kannapolis Lake for water collections treatment and distribution for public purposes.
- (2) For additional consideration of \$1.00, the receipt and sufficiency of which is acknowledged by the Parties, Developer shall convey to City by Special Warranty deed “Kannapolis Lake” being that certain private lake located at or near Pump Station Road to the south and Cannon Farm Road to the north and having a full pond level of 726.4 feet above mean sea level together with a buffer of real property fifty (50) feet wide as measured from and around and above an inside perimeter determined from the highwater mark at the full pond level. The Special Warranty deed shall include an affirmation that City acknowledges the license and easement granted to Atlantic American Properties, Inc. and David H. Murdock which are binding and inure to their successors and assigns as set forth in that certain Declaration of Easements and Restrictive Covenants recorded in Book 650, Page 751 of the Rowan County Register of Deeds Office. Further, Developer shall grant City such licenses and easements upon the Property as are reasonably necessary and practical to access the existing boathouse in and on the west side of Kannapolis Lake for the purpose of razing it at such time the City deems it appropriate.

VI. ROADWAY IMPROVEMENTS

(a) Transportation Improvements. Developer shall install transportation improvements required for the issuance of the driveway permits for the Subdivision as specified by City and North Carolina Department of Transportation (the “NCDOT”), to the extent authorized by North Carolina law.

(b) Subdivision Streets. Unless otherwise provided in this Agreement, the streets constructed within the Subdivision shall conform to the cross sections set

out on the Landis Preliminary Plat Site Construction Plans and the Kannapolis Development Plan and shall meet the specifications of the Current Regulations.

(c) Access/Infrastructure Road Improvements. Developer represents that the Subdivision will have sufficient access in accordance with the Landis Preliminary Plat Site Construction Plans and Kannapolis Development Plan to adequately provide two-way access into and out of the Subdivision. Developer agrees to construct roads in the Subdivision as shown on the Landis Preliminary Plat Site Construction Plans and Kannapolis Development Plan. Such roads shall be built in accordance with the Current Regulations and shall comply with the Current Regulations. The Developer agrees to dedicate all roads on the Landis Property to the Town and to dedicate all roads on the Kannapolis Property to the City.

(d) Offsite Roadway Improvements. Developer agrees to construct, at its own expense, the transportation improvements required by the Transportation Impact Analysis and TIA Requirements Letter attached hereto as Exhibit H.

VII. WATER AND SEWER

(a) Subdivision Water and Sewer Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install water and sewer lines on and off-site necessary for the Subdivision as set forth in the Water and Sewer Plan. All water and sewer lines shall be maintained, engineered, designed, constructed and installed in accordance with all applicable federal, state and local laws, regulations and policies and in a good and workmanlike manner. The Developer agrees to dedicate all water and sewer improvements installed on the Landis Property to the Town and to dedicate all water and sewer improvements installed on the Kannapolis Property to City. All engineering, inspections, testing, certifications and contracted responsibilities shall be the burden of Developer to ensure compliance for operation.

(b) Water and Sewer Fees. To the extent that the Town and City provide water and sewer service, Developer shall pay to Town and City the applicable per-lot or per-building, as applicable, water and sewer connection fees in accordance with the Current Regulations. To the extent that the Town or City provides water and sewer service, Developer and all property owners in the Subdivision shall pay the fees to Town or City, as applicable, for water and sewer service as provided in the then-current schedule of rates, fees and charges for water and sewer service as adopted and amended by the Town or the City, as applicable.

(c) Water and Sewer Capacity. The Town agrees to provide all necessary water and sewer service to the homes and amenities constructed on the Landis Property up to a maximum average daily flow of 46,200 GPD based on 176 homes (3.5 bedrooms per home at 75 GPD per bedroom), and the City agrees to provide all necessary water and sewer service to the homes and amenities constructed on

the Kannapolis Property up to a maximum average daily flow of 157,500 GPD based on 600 homes (3.5 bedrooms per home at 75 GPD per bedroom). Further, the Town and City shall take all steps necessary, including amending their interlocal agreements, to ensure that the required water and sewer capacity is provided to the Subdivision. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. This provision shall be binding upon any operator of the Town's and the City's water and sewer system or any successor-in-interest thereto.

(d) Connection to Water and Sewer System. Upon the request of Developer, Town and City agree to permit the physical connection of the Subdivision to the water and sewer systems of the Town and City, subject to the terms and conditions of this Agreement and applicable federal, state and local laws.

(e) Condition of and Expansion of Facilities. The Town and City expressly represent and warrant that their water and sewer facilities are or shall be sufficient to provide the capacity required by this Agreement in accordance with the Current Regulations. All water and sewer capacity will be provided to meet the Development Schedule as each are obligated to provide under their interlocal agreement. The Town and City recognize that the Developer is making significant investments in the development of the Project in reliance upon the agreements contained herein. This Agreement is intended to confer rights on Developer, and Developer may seek to recover actual damages arising from breach of this Agreement, including incidental and consequential damages, and/or seek the remedy of specific performance.

(f) Offsite Infrastructure. Developer shall construct at their cost and expense all onsite and offsite improvements identified in the Water and Sewer Plan. The Town and the City shall be responsible for any Infrastructure improvements necessary to provide water and sewer to the Subdivision that are not identified in the Water and Sewer Plan, such as increases in capacity to wastewater treatment plants, to the extent necessary.

(g) Grant of Utility Easement. In the event Phase 4 of the Development Plan has not been completed prior to the expiration of the Term (Section III g), Developer shall execute a Grant of Utility Easement (the "Utility Easement") contemporaneously with closing for acquisition of the Kannapolis Property. The Grant of Utility Easement shall be in substantial form and effect as the document attached hereto as Exhibit I denominated "Grant of Utility Easement" and is incorporated herein as a part of this Agreement.

VIII. DEFAULT AND REMEDIES

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

(b) Developer Default. If the Developer commits a material breach of the terms or conditions of this Agreement, the Town or City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the Developer shall be permitted such time as reasonably necessary to effect such cure so long as the Developer shall use commercially reasonable efforts to diligently prosecute such cure.

(c) City or Town Default. If the City or Town commits a material breach of the terms or conditions of this Agreement, Developer shall serve notice in writing upon the City or Town setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and the City or Town shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, the City or Town shall be permitted such time as reasonably necessary to effect such cure so long as the City or Town shall use commercially reasonable efforts to diligently prosecute such cure.

(d) Remedies.

(1) Remedies for Developer Default. In the event of a Developer material breach of this Agreement and Developer fails to cure such breach within the above-described 60-day period following notice period, City or Town may exercise any or all of the following remedies (subject to Developer’s right of appeal):

- (i) Refuse to issue Certificates of Compliance for the Development Project.
- (ii) Rescind any Sewer Allocation Permit.
- (iii) Terminate this Agreement.
- (iv) Pursue any other remedies permitted by law or equity.

(2) Remedies for City or Town Default. City and Town recognize that the Developer is making significant investments in the development of the Project in reliance upon the promises of water and sewer allocation contained herein. If the City or Town fails to cure any material breach within a 60-day period following notice, then Developer may seek to recover actual damages arising from breach of this Agreement by the defaulting Party, including incidental and consequential damages, and/or seek the remedy of specific performance.

IX. MISCELLANEOUS

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

required by N.C.G.S. § 160D-1006(e), major modifications or significant changes to this Agreement shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification or significant change of this agreement shall include any material change not agreed to by all Parties hereto affected by the change. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, unless otherwise noted expressly, the same shall not be unreasonably withheld, conditioned or delayed. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

(b) Recordation/Binding Effect. Within fourteen (14) days after Town and City enter into this Agreement, Developer shall record this Agreement in the Rowan County Public Registry and the Cabarrus County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Subdivision. The agreements, covenants and restrictions contained herein on behalf of the Town and City shall be deemed to be a benefit to Developer and Developer’s successors-in-interest that run with the land and shall be binding upon and an obligation of Town and City and any successors-in-interest of the Town or City.

(c) Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Town at: Michael D Ambrose, Town Manager
Town of Landis
Post Office Box 8165
312 S. Main Street
Landis, North Carolina 28088

City at: Mike Legg, City Manager
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

With Copy to: Walter M. Safrit, II, City Attorney
City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

Developer at: _____

With Copy to: _____

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

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

(f) Assignment. Developer may not assign its rights and responsibilities hereunder to unaffiliated landowners of all or any portion of the Subdivision without the consent of all Parties, which consent shall not be unreasonably withheld. Further, no permitted assignment as to any portion of the Subdivision will relieve Developer of responsibility for the remainder of the Subdivision without the written consent of Town or City, as applicable.

(g) Governing Law and Venue. This Agreement shall be governed by the laws of the State of North Carolina. In the event of any dispute solely between the Developer and Town, any legal proceedings may be instituted in the Superior Court of the County of Rowan, State of North Carolina, or in the Federal District Court for the Western District of North Carolina. In the event of any dispute solely

between the Developer and City, any legal proceedings may be instituted in the Superior Court of the County of Cabarrus, State of North Carolina, or in the Federal District Court for the Western District of North Carolina. In the event of any dispute among the Developer, City, and Town, any legal proceedings may be instituted in the Superior Court of Rowan County, Cabarrus County, North Carolina, or Mecklenburg County, North Carolina, or in the Federal District Court for the Western District of North Carolina.

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

(i) Agreement to Cooperate. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

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

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

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

(l) Force Majeure. In addition to specific provisions of this Agreement, no Party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities (other than the Town or the City), epidemics, pandemic, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Party's reasonable control or due to interference by another Party, any date or times by which the Parties are otherwise scheduled to perform, if any, shall be extended for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Party. Written notice of such alleged delay shall be given to the other Party within thirty days of the commencement of such delay. An extension of time, if any, for such cause shall be mutually agreed upon in writing by the Parties. The Parties agree that such consent to an extension of time shall not be unreasonably withheld.

(m) Estoppel. Each Party agrees, from time to time, within thirty (30) days after request of another Party, to deliver to the requesting Party or such Party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Party's knowledge, there are any existing defaults or matter which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

(n) E-Verify Requirements. The Developer certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Developer also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

(o) Iran Divestment Act Certification. As of the date of this Agreement, the Developer certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Developer will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Developer certify that they are authorized by the Developer to make this certification.

(p) Divestment from Companies Boycotting Israel Certification. As of the date of this Agreement, the Developer certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Developer will not utilize any subcontractor found on the State Treasurer’s Final Divestment and Do-Not-Contract List. All individuals signing this Agreement on behalf of the Developer certify that they are authorized by the Developer to make this certification.

(q) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any other agreement on exhibit, the more stringent requirements shall apply.

(r) Performance of Governmental Functions. The terms of this Agreement are independent of any obligations binding upon City pursuant to City ordinances or state law. Nothing in this Agreement, or any approvals or consents by City in connection with this Agreement, will in any way estop, limit or impair City from exercising or performing any regulatory or policing authority resulting in the issuance of applications, approvals, permits and licenses pursuant to any law and/or ordinance. City will, to the extent reasonably appropriate and permitted by any laws or ordinances, facilitate submissions, requests and applications pursuant to any laws or ordinances submissions, requests and applications provided they are complete and include all necessary fees and are otherwise compliant with applicable laws or ordinances.

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Pam Scaggs, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____ County and State aforesaid, certify that Pam Scaggs personally came before me this day and acknowledged that she is City Clerk of the City of Kannapolis, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Kannapolis, the foregoing instrument was signed in its name by Michael B. Legg, City Manager, sealed with its municipal seal and attested by her as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2025.

Notary Public

[SEAL]

My commission expires:

This instrument has been preaudited in the manner required by the
Local Government Budget and Fiscal Control Act.

Brian Roberts
City of Kannapolis Finance Officer

(Date)

TOWN OF LANDIS

By: _____
Name: Michael D Ambrose
Title: Town Manager

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, _____, a Notary Public of _____ County and State aforesaid, certify that Michael D Ambrose personally came before me this day and acknowledged that he is Town Manager of the Town of Landis and that by authority duly given and as the act of the Town of Landis the foregoing instrument was signed in its name by _____, _____ (title).

Witness my hand and notarial seal, this _____ day of _____, 2025.

Notary Public

[SEAL] My commission expires: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Landis Finance Officer
Town of Landis

(Date)

DEVELOPER

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ of _____ and that by authority duly given and as the act of _____, the foregoing instrument was signed in its name by _____, _____ (title).

Witness my hand and notarial seal, this _____ day of _____, 2025.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Parcel Maps and Legal Descriptions

EXHIBIT B

Phasing Map and Development Schedule

EXHIBIT C

Shea Homes Slide Presentation (Architectural Standards)

EXHIBIT D

Kannapolis Conditional Rezoning Plan (Kannapolis Development Plan)

EXHIBIT E

Subdivision Plan

EXHIBIT F

Water and Sewer Plan

EXHIBIT G

Golf Club Property

EXHIBIT H

Transportation Improvement Plan

EXHIBIT I

Grant of Utility Easement

Summary report:	
Litera Compare for Word 11.10.1.2 Document comparison done on 1/6/2025 4:38:24 PM	
Style name: MVASet	
Intelligent Table Comparison: Active	
Original filename: Clean.docx	
Modified filename: Clean 010625.docx	
Changes:	
<u>Add</u>	15
<u>Delete</u>	8
<u>Move From</u>	2
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Embedded Excel	0
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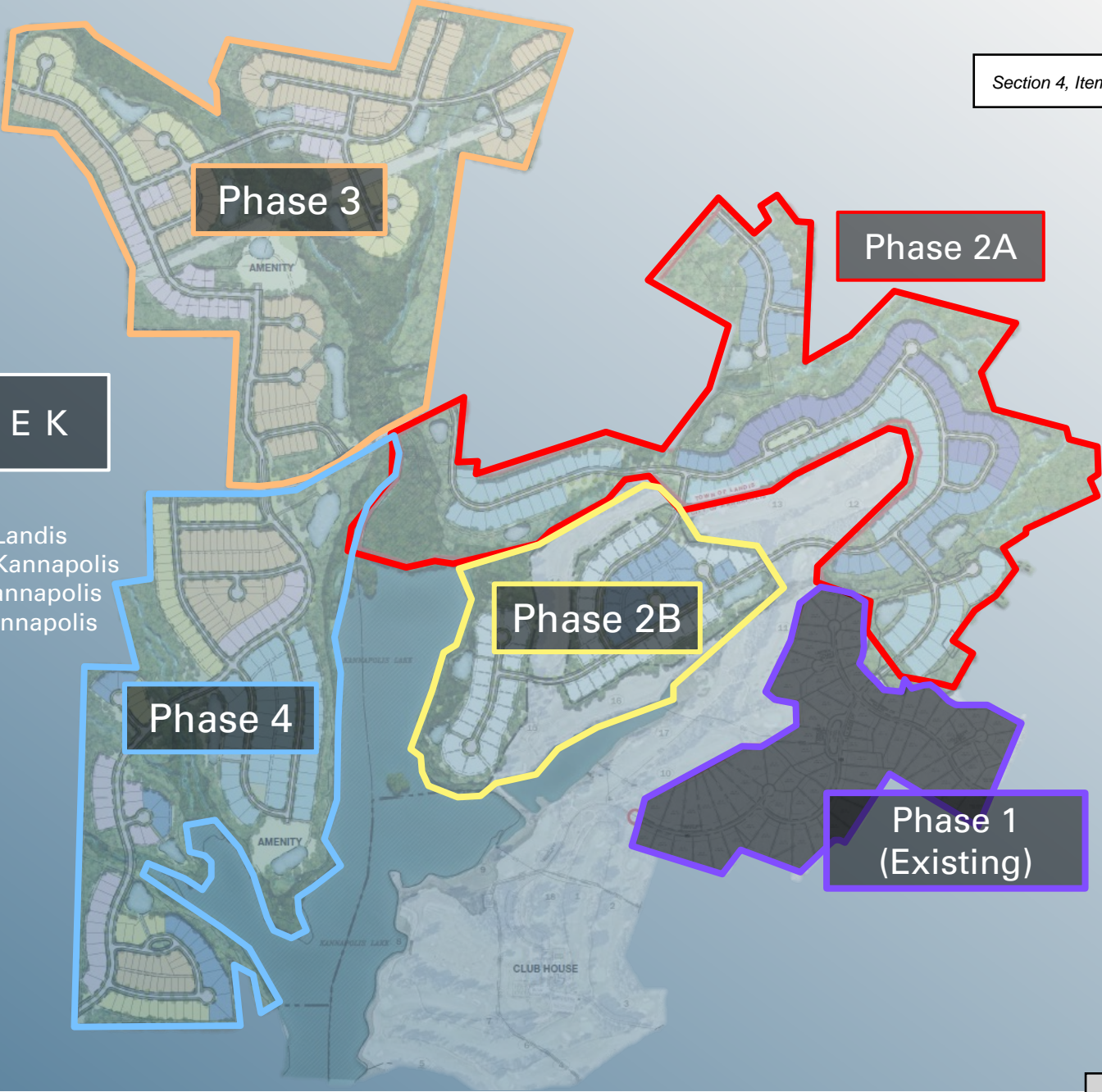
IRISH CREEK



Phase 1
(Existing)

IRISH CREEK

- Phase 1 (Existing)
- Phase 2A (Future) – Landis
- Phase 2A (Future) – Kannapolis
- Phase 3 (Future) – Kannapolis
- Phase 4 (Future) - Kannapolis



Phase 3

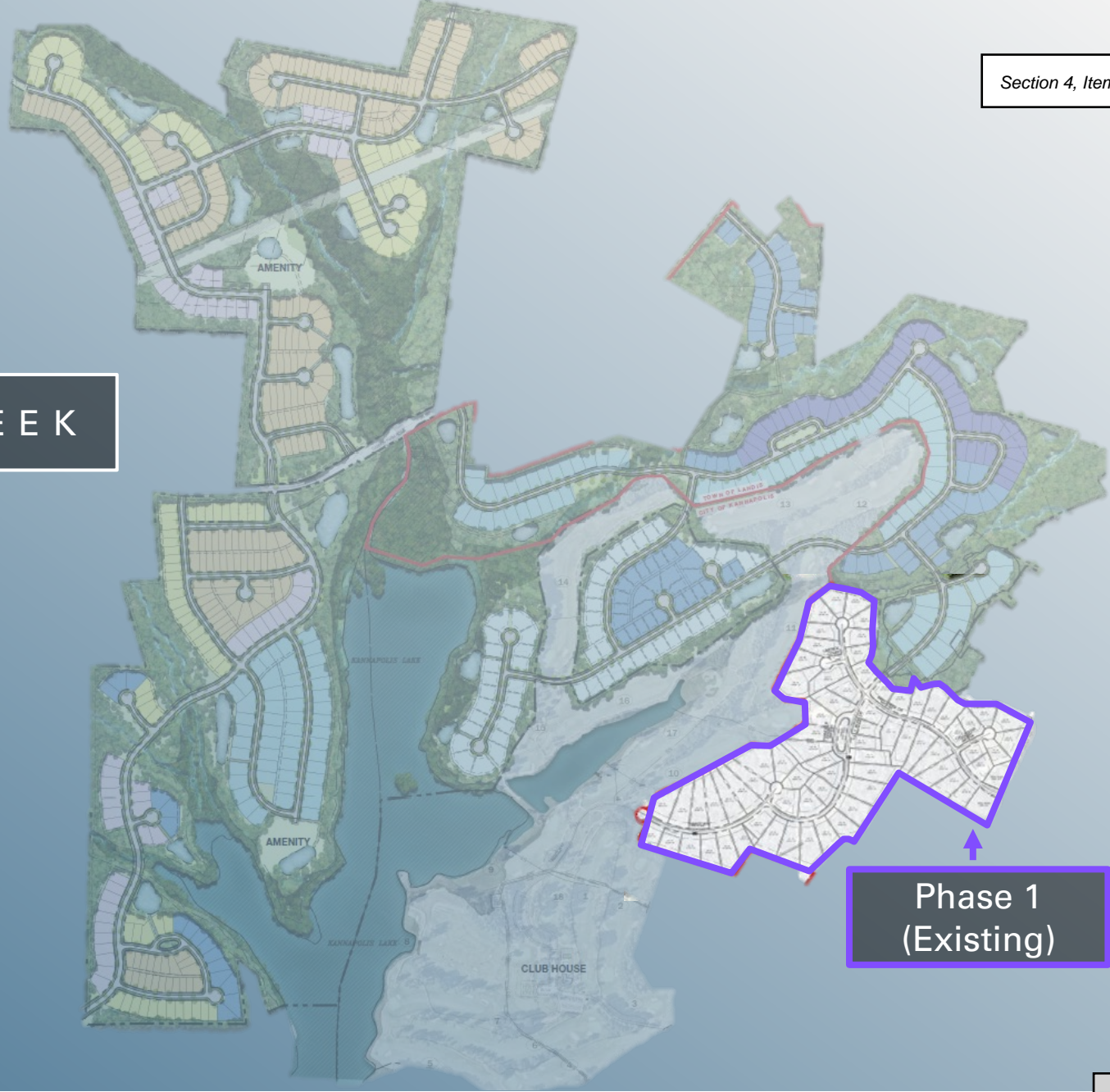
Phase 2A

Phase 2B

Phase 4

Phase 1 (Existing)

IRISH CREEK



Phase 1
(Existing)

PHASE 1 (Existing Neighborhood)

Section 4, Item 4.5

- Elevation examples in the existing Irish Creek Phase 1 neighborhood.



Section 4, Item 4.5

GOLF VILLAGE (LANDS)	
72' LOTS	46
80' LOTS	48
90' LOTS	74
±168 LOTS	

IRISH CREEK

Phase 2A



PHASE 2A



Section 4, Item 4.5

ELEVATION EXAMPLES



129

PHASE 2A

Section 4, Item 4.5

ELEVATION EXAMPLES



PHASE 2A

ELEVATION EXAMPLES

Section 4, Item 4.5





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Jason Smith, Fire Chief

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Reducing the Reserve on the 1998 Freightliner FL80 Fire Engine (Engine 581) From \$30,000 to \$25,000**

DETAILS:

The Fire Department requests for the reserve price on the 1998 Freightliner FL80 Fire Engine (Engine 581) be reduced from \$30,000 to \$25,000. This engine has been through eight 14-day auction cycles, and hasn't met the reserve. The highest bidder was approximately \$20,000 dollars. Staff believe reducing the reserve to \$25,000 will increase the odds that a department or individual will purchase the engine. I make the recommendation to reduce the reserve price to \$25,000.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Blake Abernathy, Public Works Director

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of the Street Department Purchasing a Lawn Mower**

DETAILS:

The Town of Landis Street Department is seeking the approval for a new lawn mower for their mowing operation. Currently, the mowing crew has a 2019 60" Ex-Mark60" Laser Z-series with 968 Hours Model LZ58016KA604A1, and a 2014 72" Ex-Mark Laser Z-Series with 882 Hours Model LZ801KA724. The 2019 72" ExMark is great for ball fields, public works facility, pool area, and other larger areas around town; however, it's not able to be utilized in some right of ways, or smaller mowing areas, which limits the crews effectiveness. Since this was an item originally budgeted, staff have received pricing from three vendors on an additional 60" ExMark Zero Turn Mower with a mulching kit. The quotes received were from Outdoor Power Equipment in the amount of \$14,999.00, Faith Farm & Equipment in the amount of \$12,365.00, and STI Turfcare Equipment in the amount of \$12,115.04. I make the recommendation to purchase the 60" Laser S-Series ExMark with mulching kit from STI for \$12,115.04.



812 Biscayne Drive, Concord, NC
704.932.3166 | www.turf-care.com

QUOTATION

Section 6, Item 6.2

Order Number	
3200753	
Order Date	Page
02/04/2025 08:31:20	1 of 1
PO#	

Quote Expires On: 02/14/2025

Bill To:

Town Of Landis
Po Box 8165
Landis, NC 28088-8165
US
(704) 857-2411

Ship To:

Town Of Landis
Po Box 8165
312 S Main St
Landis, NC 28088
US
Requested By: Tim Drye

Customer ID:54648

Terms: Net 10th Prox

Carrier: Best Way

Qty	Item ID	Item Description	UOM	Unit Price	Ext Price
1.00	EXTLRS801GKA604A1	LASER S-SERIES 60" 25.5hp	EA	11,644.1500	11,644.15
1.00	EXTMK606	KIT,MULCH 606	EA	470.8900	470.89
<i>Total Lines: 2.00</i>					
					SUB-TOTAL: 12,115.04
					TAX: 848.06
					AMOUNT DUE: 12,963.10

** Due to the volatility of current market conditions, prices are subject to change without notice. Customers are responsible for verifying all quoted materials at time of purchase and at time of delivery. Prices are subject to change up to the delivery date. In the event product ordered becomes unavailable, we will work to secure an acceptable product alternative.

DATE
2/05/25
TIME
11:23:30
SALESMAN
054/054
STORE
1

OUTDOOR POWER EQUIPMENT
 3242 SOUTH MAIN ST.
 SALISBURY, N.C. 28147
 704-633-8484

QUOTE
389826
P/O NUMBER
WORK ORDER
PAGE
1 of 1

Terminal 14

(704) 857-2411

BILL TO ACCOUNT: 3872
TOWN OF LANDIS PO BOX 8165 LANDIS, NC 28088

(704) 857-2411

SHIP TO ACCOUNT: 3872
TOWN OF LANDIS PO BOX 8165 LANDIS, NC 28088

Tax Exemption #: 56-60001262

No returns or service warranties without receipt.
 No returns on special order or electrical parts.
 There is a 15% restocking fee on returns.

SHIPPED VIA: CUSTOMER PICKUP

ORD	SHIP	B/O LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		SCESTIII61V-40BV-EFI	TUFR TIGER 61 40VG	18749.00	14999.00	14999.00

QUOTE ONLY

SUB TOTAL ----> 14999.00
 MISC. -----> 0.00
 LABOR -----> 0.00
 TAX 7.000 ---> 1049.93
 QUOTE TOTAL ---> 16048.93

Signature _____

Q U O T A T I O N

Section 6, Item6.2

FAITH FARM & EQUIPMENT ACQUISITION, INC. PHONE #: (704)857-2411
585 West Ritchie Rd CELL #:
Salisbury, NC 28147 USA ALT. #: (704)791-9931
Phone #: (704)431-4566 P.O.#:

TERMS: **Net 30 EOM**
SALES TYPE: **Quote**

DATE: **2/5/2025**
ORDER #: **1172410**
CUSTOMER #: **11463**
CP: **Nicole P**
LOCATION: **1**
STATUS: **Active**

BILL TO 11463

TOWN OF LANDIS
P.O. BOX 8165
LANDIS, NC 28088

SHIP TO

TOWN OF LANDIS
P.O. BOX 8165
LANDIS, NC 28088

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CGC	9997010	35HP KAW FX1000V, 61" ZT7000	1	\$15,499.00	\$12,365.00	\$12,365.00
DISCOUNTED PRICE INCLUDES REBATE OF \$1,000 GOOD THRU 2/28/25						
DISCOUNTED PRICE IS FOR PAYMENT BY TOWN CHECK						

Prices reflected on this quote are valid for 30 days.

Thank you for your business! All electrical parts, special orders and shipping charges are non returnable and non refundable. There is a 15% restocking fee for all returned items. Have a great day!

SUBTOTAL:	\$12,365.00
TAX:	\$865.55
ORDER TOTAL:	\$13,230.55

Authorized By: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Jason Smith, Fire Chief

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval Of Lowering the Ceiling in the Fire Chief's Office Project (Project 25-46)**

DETAILS:

The fire department requests the construction of a ceiling in the current fire chief's office (Project 25-46). This project consists of placing a lower ceiling in the office space to improve the heating and cooling of the office. This would also consist of a drywall ceiling with lighting and the relocation of one exit sign to remain code compliant. During hot weather in the summer the temperatures in the office area reach the mid-80's due to the inability of the cooling system to cool the entire tower space. A lowered ceiling will allow the HVAC system to be more effective.

The fire department received two bids for the project. The bids were from Carolina Construction Entities in the amount of \$4,785 dollars, and LeFave's Construction in the amount of \$8,300 dollars. I make the recommendation to award the bid to Carolina Construction Entities due to cost effectiveness, and experience with the contractor.

Carolina

Construction Entities, LLC

Date: 9-19-2024

Email: todd@carolinaconstructionent.com

Todd Drolshagen

704-237-7610

Subject:

City of Landis

Fire Chief Office

Client:

City of Landis, NC

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

- Walk through with Jason Smith

SCOPE OF WORK

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

- Frame ceiling
- Rough wiring for 4 can lights
- Furnish and install insulation
- Furnish and install drywall
- Finish drywall
- Prime and paint new ceiling
- Install 4 new can lights

LUMP SUM PRICING

Carolina

Construction Entities, LLC

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 billed at \$2,500 each.
- No lead paint in building
- 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, 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 50% 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. Any and all cost incurred to collect payment will be added to the invoiced price. Section 6, Item 6.3
Including but not limited to attorney fees, court costs and office fees.

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

Sincerely,



Carolina

Construction Entities, LLC

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]

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

Proposal



Proposal: 24020E

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

Date: 11/6/24

thochstetler@lafavesconst.com

To:	Project:
Town Of Landis 312 South Main street P.O. Box 8165 Landis, NC 28088	Drywall ceiling

Salesperson	Proposal Number	Proposed Price
Tim Hochstetler	TH24020E	\$8,300.00

Scope of Work

Drywall ceiling in Fire Chiefs office. Approx 10'x10' One access opening +/-2'x3' with cover. 4pc canless lights. Drywall to be finished and painted. Relocate existing emergency exit sign. Does not include, permits, fire suppression, fire alarm or anything not listed on this proposal.

Proposal Total:	\$8,300.00
------------------------	-------------------

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Jessica St. Martin, Parks & Recreation Director

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval to Utilize \$5,000 dollars from the Passive Park Fund Account to Cover Expenses Associated with the DC & Frances Linn Groundbreaking Ceremony, and Corresponding Budget Amendment #23**

DETAILS:

The DC and Frances Linn Park Committee met February 24, 2025 regarding the Groundbreaking Ceremony. As a part of that meeting, the committee recommended a budget for the ceremony to not exceed \$5,000 dollars.

These funds would be allocated as follows: Catering - \$2,000, Chair/Table Rentals Delivery & Set Up - \$400, Staging/Delivery & Set Up - \$400, Decor, Plants, Flowers, Linens - \$250, Tents - \$500, Signage/Banners - \$250, Shovels/Hard Hats - \$300, Keepsake Plaque for Display - \$75, Special Guest Invitations/Postage- \$100.

The cost estimates above are based on the highest quoted amounts received, ensuring we have a safe financial margin to accommodate all event needs. The committee remains committed to making final decisions in the most cost-efficient manner. While we are confident that the total expenses will stay well under budget, requesting this amount ensures we are adequately prepared without exceeding our financial means.



McDaniel Rentals and Event Planning LLC
 6850 Sherrills Ford Rd
 Salisbury, NC 28147
 P: (704) 202-7677
 mcdaniel_events@yahoo.com
 www.mcdanieleventrentals.com

QUOTE
 Section 6, Item 6.4 05

Contact

Jessica St.Martin
 (704) 857-4114
 jstmartin@townoflandisnc.gov

Event Information



St.Martin - Town of Landis
 Friday, May 2, 2025 @ 10:00 AM - 4:00 PM EDT

Notes

We are in the planning stages of a Groundbreaking Ceremony and are just gathering different quotes for rentals. Thank you.

Location / Venue

Town of Landis
 136 N Central Ave, Landis, NC 28088

Rental Items		5/2/2025 - 5/2/2025		
Description	Qty	Unit	Total	
 Cocktail table Folding cocktail table.	6	\$12.25	\$73.50	
 White Resin Chair	50	\$3.25	\$162.50	

Logistics			
Description	Qty	Unit	Total
Standard Delivery and pickup (Drop-Off) Standard delivery is dropping off, and picking up. All rental items should be in the same location as delivered. Friday, 5/2 [TBD] 136 N Central Ave, Landis, NC 28088	1	\$95.00	\$95.00
Standard Delivery and pickup (Pickup) Standard delivery is dropping off, and picking up. All rental items should be in the same location as delivered. Friday, 5/2 [TBD] 136 N Central Ave, Landis, NC 28088	1	\$0.00	\$0.00

Make checks payable to:
 McDaniel Rentals and Event Planning LLC
 6850 Sherrills Ford Rd, Salisbury, NC 28147
 Memo: Invoice #230208005

Totals	
Subtotal	\$331.00
Tax	\$16.53
Total*	\$347.53
Due on Signature	\$86.88
Final Due on May 01, 2025	\$260.65
Remaining Balance*	\$347.53

Additional payment processing fees may apply

Terms & Conditions

Reserving Equipment:

Quotes and proposals do not guarantee the availability of rental equipment. Equipment will be reserved only upon receipt of contract, and 25% non-refundable deposit by cash, check, or card.

Section 6, Item 6.4

Final Payment:

We will contact you a week prior to the event to confirm final count of the order, to confirm all delivery details and instructions, and receive full payment. Orders are complete at the time of confirmation. Changes to confirmed orders will be accepted up until noon the day prior to your scheduled delivery or pickup. Any changes after this deadline will not be accepted without additional charges. No orders will be scheduled for delivery until full payment is received.

Cancellation Charge:

There will be a 50% cancellation charge if the order is cancelled after confirmation but before the delivery or pick-up. Cancellations on the date of delivery or pick-up will result in a 100% charge.

Delivery/ Pick-up Service:

Delivery and pick-up service is available on all orders regardless of size. Delivery fee will be determined by location. Additional fees may apply depending on size of order. There will also be extra charges if delivery is to a 2nd floor or higher location, excessive distance for loading and unloading trucks, and specific delivery and pick-up times. All items are to be delivered and picked up at a designated location. The client should be available to count all items upon delivery and pick-up. Otherwise, the counts will be considered accurate.

Orders are typically delivered the day before an event unless requested otherwise. Pickups are usually done the 1 to 2 days after event. To guarantee delivery or pick-up at a specific time or within a 2-hour frame, additional fees will be applied.

Site Preparation:

Please be sure your site is ready (i.e. lawns mowed, vehicles out of the way, etc.) before crew arrives. Client must notify McDaniel Rentals of the existence of any underground utilities or conditions that may interfere with the ability to stake and/or anchor equipment. All underground utilities and irrigation systems must be clearly marked before equipment is installed. Client assumes all responsibility for any damage to underground equipment in absence of such notice.

Weather:

Client understands that tents are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain. There may be instances where strong winds and storms come up and may damage or blow the tent over. Evacuation is recommended if any severe weather threatens the area where tent is located. People must evacuate and not seek shelter in tents during these conditions.

It may be difficult when to determine if weather is severe or not. So it is best to be cautious and when in doubt, evacuate. If client is in need of assistance during these times emergency contact is (704) 202-7677.

Cleanup/Preparation For Pickup Or Return:

All floral arrangements, trash, and decorations of any kind should be removed from tent before scheduled pickup time. All chairs and tables should be broken down and stacked same as delivered.

Additional Charges:

1. Changes are made to the order after noon the day prior to the delivery or pick-up.
2. The site is not ready or accessible when the crew arrives.
3. The rented equipment is not ready for prearranged pick-up.
4. Delivery or pick-up is too far from any location other than ground level (upstairs or downstairs).
5. All chairs and tables are not stacked and linens are not packed up as delivered.
6. If employees are needed to stay for whole event.
7. There are extra items needed to complete setup (ex. Leveling legs for tents, or different setup for staking purposes)

Equipment Rental Agreement/Contract

The length of the rental period is 72 hours. Replacement of rented items will be assessed for any equipment lost or damaged beyond repair. 25% of the total will be required to book your event.

DISCLAIMER OF WARRANTIES:

Renter makes no warranties, expressed or implied, as to the equipment merchantability or fitness for any particular purpose. Renter's sole remedy for any failure of or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the rental equipment is returned to the Renter within 24 hours after such failure. Renter shall not be responsible for any loss, damage, or injury to Client or Client's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment. Be sure all equipment is returned according to the TERMS AND CONDITIONS. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions. All collection fees, attorney fees, court costs or any expense involved in the collection of rental charges will be Client's responsibility.

Payment Policy

To confirm this agreement, an initial payment of 25.00% of the total contract amount is required.

The remaining balance is due **one (1) calendar days prior** to the earliest of, a) the receipt of goods b) or performance of services.

Additional payment processing fees may apply.

2/25/2025 12:29 PM EST - St.Martin - Town of Landis (#230208005)

General Cancellation Policy

To ensure availability of all services and products, initial payments are non-refundable. You may remove one or more item(s) from your order, cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any cancellation policies:

Section 6, Item 6.4

- You may remove items from your order at any time and no additional cancellation fee will be charged

Signature

Printed Name

Date



704-633-0070
 822 E. RITCHIE RD.
 SALISBURY, NC 28146-7307

Section 6, Item 6.4

Contract # R-006259



JESSICA ST. MARTIN
TOWN OF LANDIS
312 SOUTH MAIN STREET
LANDIS, NC 28088
+1 704 857 4114
JSTMARTIN@TOWNOFLANDISNC.GOV

Rental Agent:	RESERVATION DATES:	STATUS:
Mike Shue	Fri 05/02/2025 09:00 AM through Fri 05/02/2025 03:00 PM	Reservation

Delivery Address
136 N. CENTRAL AVE LANDIS, NC 28088

Reserved	Rate	Qty	Total
12" Black Stage Skirting	\$ 35.00	2	\$ 70.00
8'x8' Stage	\$ 190.00	1	\$ 190.00

Fees	Rate	Qty	Total
Delivery Charge	\$ 90.00	1	\$ 90.00

Your Event Rentals Delivered

COMPANY HOURS
 Monday - Friday : 9:00 AM - 5:00 PM
 Saturday - Sunday : Midnight - Midnight

SPECIAL REQUESTS We are planning a Groundbreaking ceremony and would like to get a quote for the following items. Also, is there a stage skirt that fits this smaller stage? If there is, could you add that to the quote please?

CONTRACT TERMS
 Please verify that all items requested are listed above. By signing you agree to all of the terms and conditions of the contract. Changes can only be made with a confirmation from a Venue Services Representative.
 ** All Credit Card Transactions will be charged an additional 3% Processing Fee **

Damage Waiver: For security against damaged items, a non-refundable Damage Waiver of 10% will be applied to all orders. Damage Waiver does not cover loss, theft or gross negligence.

I certify that I have read and agree to all terms of this contract.

Rental Total	\$	260.00
Rental Tax 7%	\$	18.20
Damage Waiver	\$	26.00
D/W Tax 0%	\$	0.00
Sales Total	\$	90.00
Sale Tax 0%	\$	0.00
Grand Total	\$	394.20
Amount Paid	\$	0.00
Amount Due	\$	394.20

SIGNATURE

DATE

02/26/2025 11:29 AM

VENUE SERVICES EQUIPMENT LEASE AGREEMENT

Payments

All rental reservations require a minimum 50% non-refundable deposit due at time of placing reservation. This amount is from the total balance to include, rental items and fees.

The reservation fee guarantees the item(s) that you have rented will be available for the day that has been requested.

A major credit card is required for all reservations.

All reservations must be paid in full 30 Days prior to delivery

All final revisions must be made 72 hours prior to event.

A Non-Sufficient Funds Fee of \$35.00 will be applied for all returned payments.

Care and Use of Equipment

The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession or use.

Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease

Venue Services shall have the right to inspect the rented items during the customer's normal business hours.

Maintenance or Losses

The Lessee shall maintain at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such cost shall include labor, material, parts, and similar items.

Any loss that accrues during the Lessee's possession of the rented item is the Lessee's responsibility, regardless of fault, and will be charged to the Credit Card on file accordingly for the replacement or repair.

Lessee is responsible for verifying rental item counts on delivery and pick up.

All rental items must be secured from theft and protected from weather.

Venue Services is not responsible to customers or any third party for any loss, damage, or injury resulting from, or in any way attributable to the installation, operation of, use of, or any failure of the rental items.

Delivery and Pick Up Policies

The customer is responsible for ensuring an authorized contact is available to accept delivery. If contact is not available upon delivery it is assumed that the items were delivered correctly and therefore the customer is responsible for any missing items. If customer is not available for set up when Venue Services arrives, we will set up accordingly without further ramifications.

The cost of delivery/installation is based on location and labor involved.

The customer assumes all weather related risks involved in holding an outdoor tented event. Tents are considered temporary structures and cannot be guaranteed to be waterproof. Customer agrees that in the event of a predicted or actual storm or excessive winds, Venue Services may dismantle tents or any rental items previously installed to ensure safety of all involved. Venue Services is not required to install rented items when weather conditions create an unreasonable risk.

Cleaning Policies

All food beverage items should be free of food and debris and repacked in the original delivery container or additional charges will be assessed.

Linens should be free of any food particles and dry to prevent staining and mildew. Do not put linens in plastic bags. Please place them in linen bag provided.

Additional cleaning fees may apply for all rental items.

Rental Item Cancellation Policies

Cancellation of any rental reservation will result in forfeit of the 50% non-refundable deposit.

Cancellation of any rental reservation within 30 days prior to delivery will result in a charge equal to 100% of the total rental amount.

No reservations, amendments or cancellations can be made via voicemail, email, or text message without conformation number.

Tent reservations delivered or loaded will be charged at 100% regardless of whether used or not.

I, the undersigned, hereby except the Equipment Lease Agreement as it has been explained to me above.

Agreed:  Date: _____
Venue Services Representative

Agreed: _____ Date: _____
Client Signature

Town of Landis, NC
Budget Amendment #23
Monday, March 17, 2025

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
62-1000-5122	Special Events	-	5,000.00		5,000.00
62-0000-4999	Fund Balance Appropriation	-	5,000.00		5,000.00
			10,000.00	-	10,000.00

To fund ground-breaking ceremony.

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

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Jessica St. Martin, Parks & Recreation Director

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of the Georgetown Park Bench and the Sponsorship Price to Purchase a Bench for DCFL Park**

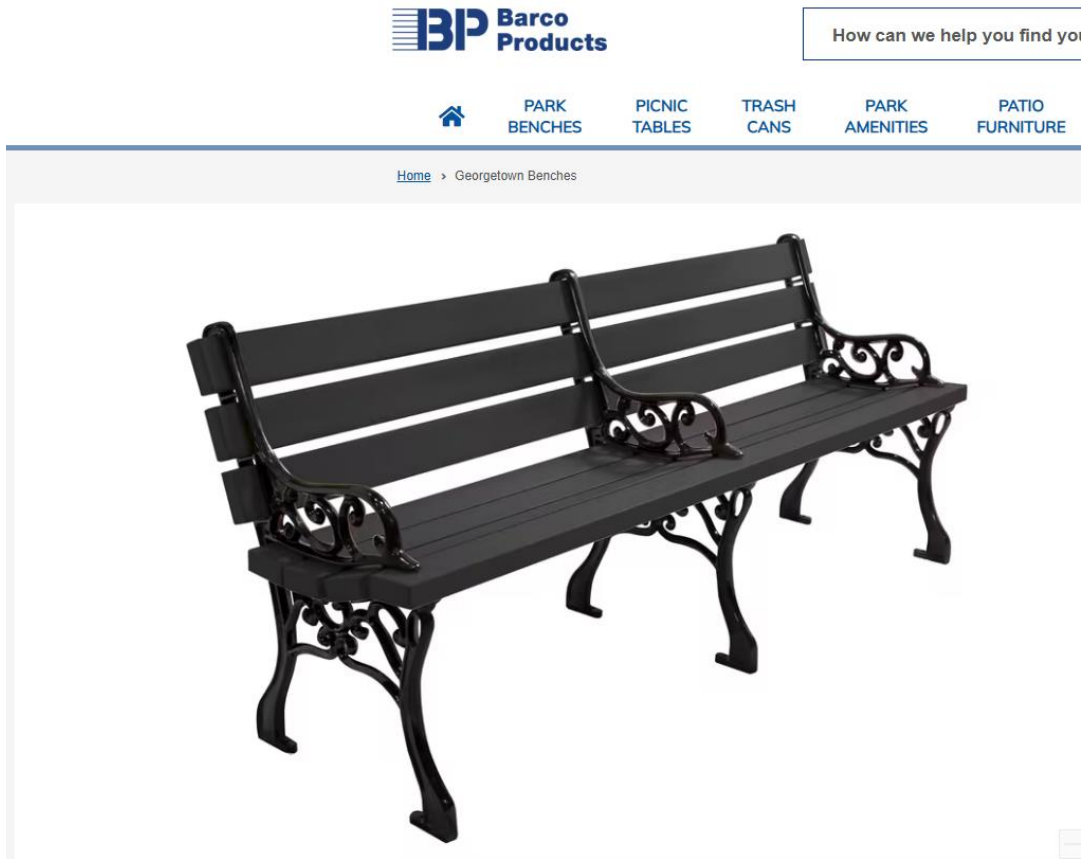
DETAILS:

Consider Approval of the Georgetown Park Bench and the Sponsorship Price to Purchase a Bench for DCFL Park. The Committee voted on Monday February 24, 2025 on park benches and the price for an individual to sponsor one for the park.

Members considered the Belson Waldorf Bench at the cost of \$2,756.15 per bench and the Barco Georgetown Bench at the cost off \$1,132.69 per bench. Both benches are maintenance free, and long lasting with guarantees. They are both 6ft benches with a center arm rest. Members voted unanimously on the Georgetown Bench.

Members also discussed and voted unanimously on the amount of \$5,000.00 per bench for an individual or business to sponsor a bench. This includes an engraved plaque with the business name or the family's "in honor of " name.

1. Barco Products – Georgetown Bench - \$1,132.69 per Bench



2. Belson Outdoors – Waldorf Bench - \$2,765.15 per Bench



Shopping Cart

Georgetown Benches

SKU# GTB600-BK | Ships in 1 to 2 Days



Subtotal: ~~\$699.00~~

- 1 +

Price Per Unit: \$699.00
Buy 3 & Save \$20.00 Each

Select Color: Black
Frame Color: Black
Length: 6 Foot

EDIT REMOVE

Surface Mount Hardware Kit (4)

SKU# BNHRD-4 | Ships in 1 to 2 Days



Subtotal: ~~\$9.00~~

- 1 +

Price Per Unit: \$9.00

EDIT REMOVE

Continue Shopping

SUMMARY	2 Items
Subtotal	\$708.00
Shipping (ABFS-Standard)	\$350.59
Tax	\$74.10
Order Total	\$1,132.69

ESTIMATE SHIPPING & TAX

Enter your destination to get a shipping estimate.

State/Province

City

Zip/Postal Code

ABFS-Standard \$350.59

Description

Graceful contoured style is exceptionally comfortable

- Complements any park, storefront, courtyard, and more
- Beautiful inside or outside your facility
- High grade, recycled plastic slats are long lasting and maintenance-free
- Cast aluminum frames, powder-coated in choice of Black or White
- UV and moisture resistant
- Portable with pre-drilled frames for surface mount option
- Pre-drilled surface mount holes are 3/8"
- Stainless steel assembly hardware included; some assembly required
- Seven board colors available
- 4 ft., 6 ft. and 8 ft. sizes available
- The 6 ft. and 8 ft. models come with multiple armrests to divide seating space
- Keep all screws loose during assembly until entire bench is assembled
- Custom engraved version available
- Custom engraved bronze plaque available
- 50-year guarantee against breakage



Your Outdoor Superstore®

1-800-323-5664

M-F 8:00am - 4:30pm CT

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Search

Waldorf Series Horizontal Stap Park Benches



Elegant Bench Seating

These park benches are designed with broad high arching armrests, which show-off the precision line detailing of the cast aluminum frames. Engineered ready for a variety of applications, the footings are designed for both portable use and surface mount installations.



Model WLB-6-HS-FS

Dimensions

2' Models - 27"L x 27"W x 33"H

4' Models - 51"L x 27"W x 33"H

5' Models - 61"L x 27"W x 33"H

6' Models - 72"L¹ x 27"W x 33"H

8' Models - 96"L² x 27"W x 33"H

1. 6' Models with Center Arms are 84" in Length

2. 8' Models with Center Arm are 102" in Length

Powder-Coat Color Options

Quote #
WQ 374800

Here is the Quote as per your request. The 'Shipping' total has been applied.
To place an order, simply click 'Submit Order Confirmation' below.
Please print this page for your records.
Customer Order Confirmation is **required** to process order.



627 Amersale Drive
Naperville, IL. 60563
sales@belson.com

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573

QUOTE #
WQ 374800

Expires 3/5/2025

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
WLB-6C-HS-FS	6' Waldorf Contour Bench, Horizontal Powder-Coated Steel Back And Seat Slats, 3 Cast Aluminum Frames, Freestanding With Surface Mount Tabs Choose Color	441	1	\$2,039.00	\$2,039.00
Subtotal		441		Subtotal	\$2,039.00
				<input checked="" type="checkbox"/> 7.0000% Tax	\$180.31
				Freight - S&H	\$536.84
				Grand Total	\$2,756.15

Customer Order Confirmation is required to process order.

Your Order will not be shipped without your "Order Confirmation"

Bill To:		Ship To:	
First/Last Name	Jessica St.Martin	Ship To	Town of Landis
Company	Town of Landis	Address 1	312 South Main St
Address 1	312 South Main St	Address 2	
Address 2		City	Landis
City	Landis	State	NC
State	NC	Zip Code	28088
Zip Code	28088	Country	USA
Country	USA	Phone	704-857-4114
Phone	704-857-4114	Contact	Jessica St.Martin
Fax		Email	jstmartin@townoflandisnc.gov
Email	jstmartin@townoflandisnc.gov		



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Madison Stegall, Town Clerk/HR Director

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Establishing a Parks & Recreations Facilities Manager Position & Accounting Specialist 2 Position Along with Corresponding Budget Amendment #21**

DETAILS:

Consider approval of establishing a Parks & Recreations Facilities Manager position along with the corresponding Budget Amendment #21. This position will be set in pay grade (16) \$44,723-\$67,085. The Parks & Recreation Department has experienced significant growth in recent years, expanding its recreational offerings and maintaining a variety of facilities that enhance the community's quality of life. With the ongoing maintenance and seasonal staffing requirements of the community pool, the management of our recreational park with diverse amenities, and the planned development of the DC & Frances Linn Park, the need for a dedicated Facilities and Maintenance Manager has become increasingly evident.

Currently, only two full-time employees oversee all aspects of the department’s daily operations, including maintenance, repairs, office administration, and program coordination. Additionally, the Parks & Rec Director is responsible for planning, coordinating, and marketing approximately 18 annual community events and luncheons. Given the department’s expanding responsibilities, establishing a Facilities and Maintenance Manager position is essential to ensuring efficient operations, safety, and strategic resource management.

The addition of this role will not only enhance the department’s ability to manage its growing workload but also improve safety, ensure regulatory compliance, and support future expansion efforts. This position will play a key role in sustaining and advancing the Town’s Parks & Recreation services for the benefit of our community.

As the town pool is a primary seasonal focus of this role, staff recommend hiring for this position immediately to allow adequate time for training before the season begins. This will require the approval of Budget Amendment #21 to accommodate the position.



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
SUBMITTED BY: Madison Stegall, Town Clerk/HR Director
ITEM TYPE: Consideration
AGENDA SECTION: Considerations
SUBJECT: **Consider Approval of Establishing a Parks & Recreations Facilities Manager Position & Accounting Specialist 2 Position Along with Corresponding Budget Amendment #21**

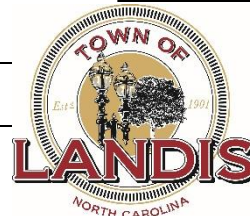
DETAILS:

Consider approval of establishing a Accounting Specialist 2 position along with the corresponding Budget Amendment # 21. As the Town continues to grow, so do the demands on its financial operations. The increasing complexity of financial transactions, budgeting, reporting, and compliance requirements has created a critical need for additional support within the Finance Department. To address these challenges, it is recommended that the Town establish a dedicated Accounting Specialist 2 position set in pay grade (15) \$42,593-\$63,890.

Currently, the Finance Department operates with limited staff, requiring existing personnel to manage multiple critical financial functions, including payroll processing, accounts payable and receivable, budget preparation, financial reporting, and audits. As the department’s workload continues to expand, ensuring accuracy, compliance, and efficiency has become increasingly difficult.

The Accounting Specialist 2 will play a key role in maintaining financial integrity by assisting with: payroll processing, accounts payable and accounts receivable, financial reporting, budgeting, audit preparation, grant and project expenditure tracking, tax reporting, debt service, capital asset management, vendor management, purchasing compliance, and reconciliation of financial transactions. A complete job description is included.

By establishing this role, the Town will enhance financial oversight, improve operational efficiency, and maintain compliance with federal, state, and local financial regulations. Staff recommend hiring for this position promptly to support the Town's fiscal stability and long-term financial success. This will require the approval of Budget Amendment #21 to accommodate the position.



Accounting Specialist 2		
DEPARTMENT: Finance	REPORTS TO: Finance Director	
POSITION TYPE: Full-time	RANGE: \$42,593-\$63,892	FLSA STATUS: Non-Exempt
The following is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the departments.		

GENERAL DESCRIPTION: Performs professional and paraprofessional tasks assisting with Finance Department operations; prepares and processes payroll, accounts payable, and accounts receivable; records and reconciles deposits; tracks capital projects and grants; prepares and maintains detailed records and financial reports with accuracy. Must be able to maintain confidentiality and work on multiple projects at once. This is a highly supportive role, and work is performed under the general supervision of the Finance Director.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- Administer Purchase Card transactions and payments and assists with the administration of bank and credit accounts.
- Ensure that proper Pre-Audit Documentation is on all receipts, invoices, or other payment-related documents.
- Provide financial and administrative structure to ensure effective, efficient, and accurate Financial Transactions.
- Process and monitor Cash Receipts and Expenditures.
- Maintain the list of Vendors and W-9 entry in the Financial Software System, enter invoices and ensure that all payments are processed in a timely and appropriate manner.
- Print and distribute weekly financial reports (Budget vs Actual).
- Generate and mail 1099's.
- Processes incoming revenue and accounts receivables.
- Maintain a financial filing system in Laserfiche.
- Prepares monthly Sales & Use Tax report and sends Annual Sales Tax Reimbursement request to the State.
- Assists with responding to inquiries regarding the Finance process, general information and policies.
- Responds to requests for information regarding property taxes and customer service.
- Administers Debt Setoff program.
- Assists with project management/expenditure tracking.
- Prepares reports for Annual Workers' Compensation Audit.
- Ensures enrollment of Employee Benefits and oversees the related accounts.
- Administers all insurance claims town wide.

- Prepares and maintains a variety of financial reports related to accounts, funds, debt service, capital assets and budgetary issues; performs research and analysis of revenues and expenditures; uses various report writing and spreadsheet applications to manipulate data.
- Prepares and maintains all necessary reports for State.
- Monitors state or federal expenditures and reimbursement grants; prepares or reconciles requisitions for reimbursements from grantor agencies.
- Posts journal entries and assists in the preparation/process of year-end journal entries and annual audit process.
- Completes various recurring reconciliations such as bank statements, postage, payroll, and retirement.
- Provide services in an effective and efficient manner to ensure that Municipal Finances are accurate and up to date.
- Ensures PCI compliance.
- Prepares and processes payroll.
- Prepares and maintains utility financial data and ensures proper reporting to Electricities.
- Must comply with the Town's Financial Policies and Procedures.
- Performs other duties as required.

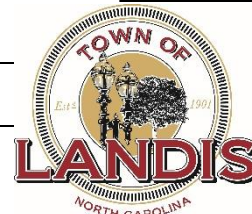
KNOWLEDGE, SKILLS, AND ABILITIES: Thorough knowledge of the principles and practices of accounting and auditing including modern local government financial administration, thorough knowledge of Federal, State, and municipal laws and policies concerning governmental fiscal operations is necessary. Considerable knowledge of the operations of local government including taxation and other sources of revenue, ability to maintain standard accounting and control measures for local government, ability to prepare clear and concise reports and to compile and analyze financial statements and reports. Must have the ability to establish and maintain effective working relationships with other employees and the general public and the ability to communicate effectively in oral and written form.

PHYSICAL REQUIREMENTS: The physical demands and working environment, which follow, are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be able to perform the basic life operational support functions of reaching, lifting, grasping, full use of fingers, talking, hearing, and repetitive motions. Must possess visual acuity necessary to perform duties. Must have ability for vocal communications to express or exchange ideas orally and to convey information at normal spoken levels and to receive detailed information at normal levels.

EDUCATION AND EXPERIENCE: Bachelor's degree in accounting and 3-5 years of accounting experience in governmental finance is preferred. Ability to maintain confidentiality. Experience and related degree may be considered. Knowledge of GAAP (generally accepted accounting principles) preferred but not required, as well as a desire to grow through continued training. Knowledge of Laserfiche document management a plus.

SPECIAL REQUIREMENTS: Possession of a valid driver's license in the state of North Carolina. Ability to obtain additional certifications or education as requested.

CLOSING DATE: Open Until Filled



PARKS & RECREATIONS FACILITIES MANAGER		
DEPARTMENT: Parks & Rec	REPORTS TO: Parks & Rec Director	
POSITION TYPE: Full-time	RANGE: \$44,723-\$67,085	FLSA STATUS: Non-Exempt
The following is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the departments.		

GENERAL DESCRIPTION: An employee in this class supervises and participates in a variety of skilled, semi-skilled and manual labor tasks related to the maintenance and repair of parks and recreational facilities, and ball field preparation. The employee supervises part-time staff, makes assignments, determines priorities, and assures maintenance and repairs meet departmental standards. Work varies by season but includes performing various landscaping and horticultural tasks, repairing and maintaining trails, greenways and park and playground equipment and facilities; performing building maintenance tasks including carpentry and plumbing; mowing grass and marking ball fields; and operating equipment. The employee also schedules a variety of seasonal staff to ensure readiness of pool facilities. Work subjects the employee to inside and outside environmental conditions, extremes in temperatures, and hazards associated with equipment operation including fumes, oils, gases and mists. Work cleaning and repairing restrooms subjects the employee to the OSHA standards on blood borne pathogens. Work is performed under general supervision and is evaluated through regular project updates, direct observation, citizen comments and quality and quantity of work produced.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- Oversees daily operations of the community pool. Including cleaning the pool surfaces, testing and balancing the water levels and chemicals under the direction of the Parks Director/CPO, and ensuring required health and safety regulations.
- Manages pool inventory, including chemicals, equipment, concessions and supplies, to ensure uninterrupted operations.
- Supervises seasonal pool staff, including lifeguards and gate attendants, provides weekend supervision of the facility and guests during operating hours, handles conflict and communicates guest concerns or issues to the Park Director.
- Conducts regular inspections and maintenance of the pool facility to ensure cleanliness and safety. Schedules appointments, meet on-site, and/or assist with repairs or maintenance that is needed from an outside source.
- Oversees and manages the concession sales, finalizes daily reports, and transports daily deposits.
- Manages the pool pass system, entering and editing members, updating member photos, and tracking check-ins.
- Coordinates with the Park Director and/or Park Ranger on routine maintenance and repairs for park amenities, including ballfields, playgrounds, picnic areas, trails, and campgrounds.
- Assists with groundskeeping activities, such as mowing, landscaping, building repairs, and waste management.

- Adheres to environmental and safety standards across all park and recreational areas.
- Collaborates with the DCFL Committee, Parks & Recreation Director and other participating administration during the development and construction phases.
- Assists in creating and maintaining a maintenance and operations plan for each completed park phase to ensure a smooth launch and ongoing functionality.
- Manages the hiring and training of new part-time staff as required for the park's operation.
- Assists in maintaining an up-to-date inventory of all department assets, including tools, equipment, and supplies.
- Communicates with the Park Director and obtains purchase approvals to adhere to the annual budget for facility maintenance and improvements.
- Implements cost-saving measures through efficient use of resources.
- Acts as a liaison between other department staff and the Parks & Recreation Director.
- Provides regular reports on facility conditions, ongoing projects, and other department needs.
- Responds promptly to issues raised by the public or other departments and ensure timely resolutions.
- Performs other duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Considerable knowledge in swimming pool maintenance. Candidate will be under the supervision of an onsite CPO (Certified Pool Operator). Candidate must be willing to obtain CPO certification within 6-months of hire.
- Excellent organizational and leadership abilities.
- Experience in leading staff; including planning and scheduling work, overseeing shifts, mediating conflict, and providing feedback on employee performance.
- Extensive experience in maintenance and repairs.
- Knowledge of trades skills including carpentry, plumbing, masonry, and related maintenance and repair activities.
- Considerable knowledge of the operation of equipment such as tractor, mower, and other equipment operated.
- Exceptional communication and interpersonal skills.
- Utilizing computer technology used for work planning, communication, data gathering and reporting, including email/calendar tools, spreadsheets and word processing tools.
- Managing projects involving multiple locations.
- Considerable knowledge of the work hazards and applicable safety standards associated with facility and parks maintenance and repair.
- Considerable knowledge of cleaning chemicals and pesticide application and ability to obtain necessary State license.
- Considerable knowledge of the operation of equipment such as tractor, mower, and other equipment operated.
- Ability to use chemicals and pesticides properly and in accordance with State rules and regulations.
- Ability to prepare and maintain accurate records and reports.
- Ability to set and follow effective work priorities.

- Ability to communicate effectively orally and in writing.
- Candidate must be willing to have flexible work schedule. Position requires seasonal weekends, evenings, and occasional Holidays.

PHYSICAL REQUIREMENTS: Physical work is generally performed in a variety of environments: office, interior operational settings, and multiple outdoor areas, experiencing occasional interruptions and irregularities in the work schedule. Frequent walking, standing, climbing, lifting, stooping, or carrying of equipment and materials may be required. Candidate may be required to lift and carry up to 50 pounds. The candidate will be working with and exposed to certain chemicals such as chlorine, sodium bicarbonate, calcium, algicides, pesticides, types of gasoline, paint, or other possible chemicals related to the job. The candidate will be working in a variety of elements, exposed to outdoor hot and cold temperatures, insects, and plants.

EDUCATION AND EXPERIENCE: Bachelor's degree in facility management, recreation, or a similar field is preferred. An associate degree or equal experience amount in a relative field may be considered. 2-5 years of managerial experience preferred.

SPECIAL REQUIREMENTS: Possession of a valid driver's license in the state of North Carolina. Ability to obtain additional certifications or education as requested.

CLOSING DATE: Open Until Filled

Town of Landis, NC
Budget Amendment #21
Monday, March 17, 2025

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
10-5000-5010	Admin Salaries	490,000.00	22,000.00		512,000.00
10-5600-5010	Parks and Rec Salaries	115,125.00	22,000.00		137,125.00
10-0000-4999	Fund Balance Appropriation	1,052,174.00	44,000.00		1,096,174.00
			88,000.00	-	88,000.00

To Allocate Funds for Accounting Specialist 2 Position, and Parks and Recreation Facilities Manager.

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

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Matthew Geelen, Chief of Police

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval To Surplus The Totaled 2023 Ford Police Explorer (Vehicle# 231) In The Amount Of \$43,818.54, and Corresponding Budget Amendment #22**

DETAILS:

On January 10, 2025, a 2023 Police Explorer, identified as Vehicle# 231, was involved in a collision where a motor vehicle struck the front of Vehicle #231 in the snow/ice. This collision was investigated by the NC Highway Patrol, and Vehicle #231 was found not to be contributing to the collision.

Since that time, our insurance company has been dealing with the other parties insurance, and determined this vehicle is a total loss. Selective Insurance initially offered the Town \$28,989, and staff have worked with the adjusters to reach the final price of \$43,818.54 for the vehicle with the lights, and equipment installed. The estimated damages to Vehicle #231 is being reported as \$19,559.98.

Staff have prepared budget amendment #22 to receive the funds, and reallocate the funds for a new vehicle purchase.

Madison Stegall

From: Abby Matthews <Abby.Matthews@selective.com>
Sent: Tuesday, March 4, 2025 10:39 AM
To: Madison Stegall
Subject: RE: CLAIM 22712987
Attachments: TOTAL LOSS VALUATION.pdf

The updated total loss amount is below.

TOTAL LOSS SETTLEMENT AMOUNT:

Actual Cash Value: \$42,918.00
Sales Tax Rate: 3.0000%
State Sales Tax: \$1,287.54
Title / Tag / Registration Fees: \$113.00
Insured Deductible: \$500.00

Settlement Total if we take vehicle: \$43,818.54

Thank you

Abby Matthews
Total Loss Adjuster - Domiciled in North Carolina
Selective Insurance Company of America
Office: 804-420-4156
Fax: 877-352-6550
Email: Abby.Matthews@selective.com

My goal is to provide outstanding service. If you have any feedback, please contact my supervisor, Kimberly Powers at Kimberly.Powers@selective.com. Thank you very much for doing business with Selective

From: Madison Stegall <mstegall@townoflandisnc.gov>
Sent: Monday, March 3, 2025 3:04 PM
To: Abby Matthews <Abby.Matthews@selective.com>
Subject: RE: CLAIM 22712987

External Email – Use Caution

Power trunk release – Yes
Keyless entry – Yes Keyfob
Alloy or steel wheels- Steel Wheels



MARKET VALUATION REPORT

Prepared for SELECTIVE INSURANCE COMPANY

REPORT SUMMARY

CLAIM INFORMATION

Owner	Unknown, Unknown Po Box 8165 Landis, NC 28088-8165
Loss Vehicle	2023 Ford Explorer 4WD
Loss Incident Date	01/10/2025
Claim Reported	02/06/2025

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by SELECTIVE INSURANCE COMPANY.

Loss vehicle has 71% fewer than average mileage of 25,400.

INSURANCE INFORMATION

Report Reference Number	123770536
Claim Reference	22712987-1
Adjuster	Dunlap, Antonio
Appraiser	Smith Service 2
Odometer	7,398
Last Updated	02/24/2025 03:06 PM

VALUATION SUMMARY

Base Vehicle Value	\$ 26,879.00
Condition Adjustment	+ \$ 1,606.00
UP FITTING EMERGENCY PARTS*	+ \$ 4,595.00
EMERGENCY EQUIPMENT INSTALLED*	+ \$ 8,804.00
RESTRIPE*	+ \$ 1,034.00
Adjusted Vehicle Value	\$ 42,918.00
Vehicular Tax (3%)	+ \$ 1,287.54
Tax reflects applicable state, county and municipal taxes.	
Title, Registration and Other Fees*	+ \$ 113.00

Total \$ 44,318.54

Adjustments indicated with an Asterisk (*) have been determined by SELECTIVE INSURANCE COMPANY and have been added here for convenience. The fees provided may be based on preset values provided by SELECTIVE INSURANCE COMPANY. Please refer to Taxes and Fees for more information.

The total may not represent the total of the settlement as other factors (i.e. other applicable fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

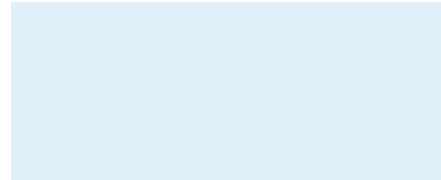
Inside the Report

- Valuation Methodology..... 3
- Vehicle Information..... 4
- Vehicle Condition..... 7
- Taxes and Fees..... 8
- Comparable Vehicles..... 9
- Valuation Notes..... 11
- Supplemental Information..... 12

REPORT SUMMARY

VALUATION SUMMARY

In the event additional fees are incurred please contact SELECTIVE INSURANCE COMPANY to determine if they qualify for reimbursement.



VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

SELECTIVE INSURANCE COMPANY has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle’s primary garage location
- Recency of information

 VEHICLE INFORMATION

VEHICLE DETAILS

Location	LANDIS, NC 28088-8165
VIN	1FM5K8AB8PGA84676
Year	2023
Make	Ford
Model	Explorer
Body Style	4WD
Body Type	Sports Utility
Engine -	
Cylinders	6
Displacement	3.3L
Fuel Type	Flex Fuel
Carburation	Gasoline Direct Injection
Transmission	Automatic Transmission 4 Wheel Drive
Curb Weight	4437 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
Insurance Services Organization/ National Insurance Crime Bureau	1 Record Found
National Highway Traffic Safety Administration	7 Recalls

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	7,398	
Transmission	Automatic Transmission	✓
	4 Wheel Drive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
	Power Trunk/Liftgate	✓
	Decor/Convenience	Air Conditioning
	Climate Control	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Overhead Console	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
	Message Center	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Wheels	Styled Steel Wheels
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓

To the left is the equipment of the loss vehicle that SELECTIVE INSURANCE COMPANY provided to CCC.

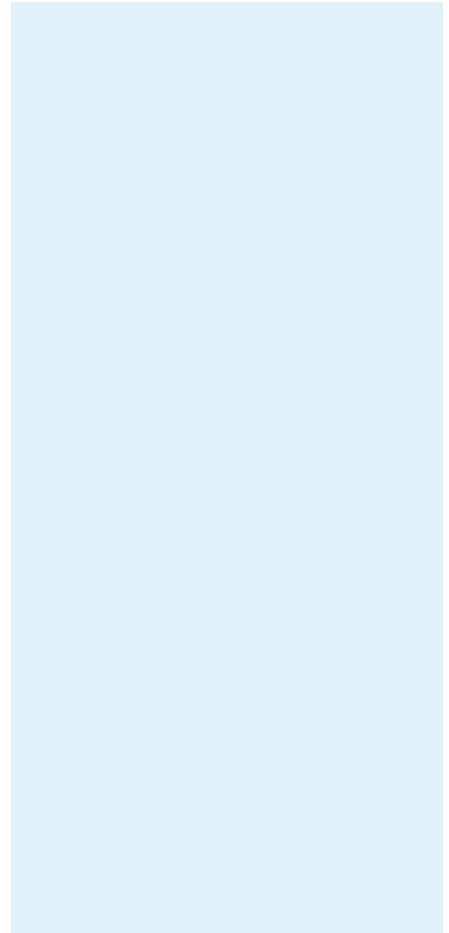
✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

VEHICLE INFORMATION

VEHICLE EQUIPMENT

	Anti-lock Brakes (4)	✓
	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Backup Camera	✓
	Parking Sensors	✓
	Hands Free	✓
	Xenon Or L.E.D. Headlamps	✓
	Traction Control	✓
	Stability Control	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Privacy Glass	✓
	Rear Spoiler	✓
	Rear Window Wiper	✓
	Clearcoat Paint	✓
Other - Trucks	Trailer Hitch	📄
	Trailer Package	📄
	California Emissions	✓



 VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
Engine	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 311
Transmission	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 275
Tires	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 98
Paint	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 145
Body	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 177
Glass	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 55
Interior	DEALER RETAIL	ALMOST NEW WITH 7398	\$ 545
Total Condition Adjustments			\$ 1,606

SELECTIVE INSURANCE COMPANY uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

TITLE, REGISTRATION AND OTHER FEES*

VEHICLE FEES

Zip:	28088
Zip+4:	8165
Plates are:	Transferable
Salvage retained by:	Insurance Carrier
Third Party Vehicle:	No

Title Fees

Certificate of Title - (Additional Reference 1)	\$ 66.75
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Registration Fees

Registration Fee - (Additional Reference 1)	\$ 46.25
Total Title, Registration and Other Fees	\$ 113.00

Fees listed have been identified to be applicable for reimbursement by the SELECTIVE INSURANCE COMPANY based on information provided by SELECTIVE INSURANCE COMPANY. Fees may include title, registration, license plate transfer and other related state/jurisdictional fees.

Fees are determined by vehicle attributes, provided by the Insurance company, including, but not limited to, vehicle type, size, weight, primary usage, vehicle salvaged, or owner retained.

Reference links are provided for informational purposes only. The links and content contained in the links are not produced, maintained or affiliated with CCC, and CCC bears no responsibility for the content provided therein.

*One or more inputs may be based on the following preset values provided by SELECTIVE INSURANCE COMPANY. Any updates to these inputs are reflected both in the Valuation Notes section and under Vehicle Fees on this page.

Salvage retained by : Carrier
Plates are : Transferable

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	7,398	29,483	38,013	79,090
Automatic Transmission	✓	✓	✓	✓
4 Wheel Drive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Trunk/Liftgate	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Dual Air Conditioning	✗	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✗	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Entertainment Center	✗	✓	✗	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Remote Starter	✗	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✗	✗	✓
Reclining/Lounge Seats	✓	✓	✓	✓
3rd Row Seat	✗	✓	✓	✓
Captain Chairs (2)	✗	✓	✓	✗
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Satellite Radio	✗	✓	✓	✓
Styled Steel Wheels	✓	✗	✗	✗
Aluminum/Alloy Wheels	✗	✓	✓	✓
Locking Wheels	✗	✗	✗	✓
Drivers Side Air Bag	✓	✓	✓	✓

Comp 1 Updated Date: 02/02/2025
2023 Ford Explorer 4wd 4 2.3I
Gasoline Turbocharged Gasoline
Direct Injection
VIN 1FMSK8BH1PGB09987
Dealership Ourisman Ford Of Manassas
Telephone (703) 368-3184
Source Autotrader
Stock # TB09987
Distance from Landis, NC
 281 Miles - Manassas, VA

Comp 2 Updated Date: 01/28/2025
2023 Ford Explorer 4wd 4 2.3I
Gasoline Turbocharged Gasoline
Direct Injection
VIN 1FMSK8BH3PGB27097
Dealership Firelands Toyota
Telephone (419) 210-5760
Source Dealer Ad
Distance from Landis, NC
 408 Miles - Norwalk, OH

Comp 3 Updated Date: 01/28/2025
2023 Ford Explorer 4wd 4 2.3I
Gasoline Turbocharged Gasoline
Direct Injection
VIN 1FMSK8BHXPGB27288
Dealership Fella Auto Group- Bristol
Telephone (215) 745-5550
Source Dealer Ad
Stock # B27288
Distance from Landis, NC
 444 Miles - Bristol, PA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera	✓	✓	✓	✓
Parking Sensors	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Lane Departure Warning	✗	✓	✓	✓
Blind Spot Detection	✗	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Rear Spoiler	✓	✓	✓	✓
Rear Window Wiper	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Metallic Paint	✗	✓	✓	✓
Trailer Hitch	✓	✓	✗	✗
Trailer Package	✓	✓	✗	✗
California Emissions	✓	✓	✓	✓
List Price		\$ 26,500	\$ 25,500	\$ 23,993
Adjustments:				
Make/Model/Trim		+ \$ 375	+ \$ 375	+ \$ 375
Options		- \$ 1,700	- \$ 1,200	- \$ 1,500
Mileage		+ \$ 2,731	+ \$ 3,726	+ \$ 6,468
Condition ¹		- \$ 1,606	- \$ 1,606	- \$ 1,606
Adjusted Comparable Value		\$ 26,300	\$ 26,795	\$ 27,730

condition, which the loss vehicle is also compared to in the Vehicle Condition section.

VALUATION NOTES

- 03/04/2025 09:35 - POADJ CHANGE REQUESTED BY: MATTHEWS, ABBY
- 03/04/2025 09:35 - Pre/Post Tax data modified after Valuation
- 03/04/2025 09:35 - Options added :[Power Trunk/Liftgate, Keyless Entry, Parking Sensors]
- 03/04/2025 09:35 - Post Valuation Adjustment entered for:
- 02/24/2025 15:09 - POADJ CHANGE REQUESTED BY: POWELL, BLAINE
- 02/24/2025 15:06 - POADJ CHANGE REQUESTED BY: POWELL, BLAINE

This Market Valuation Report has been prepared exclusively for use by SELECTIVE INSURANCE COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include North Carolina Administrative Code Section 11-04.0418.

SUPPLEMENTAL INFORMATION



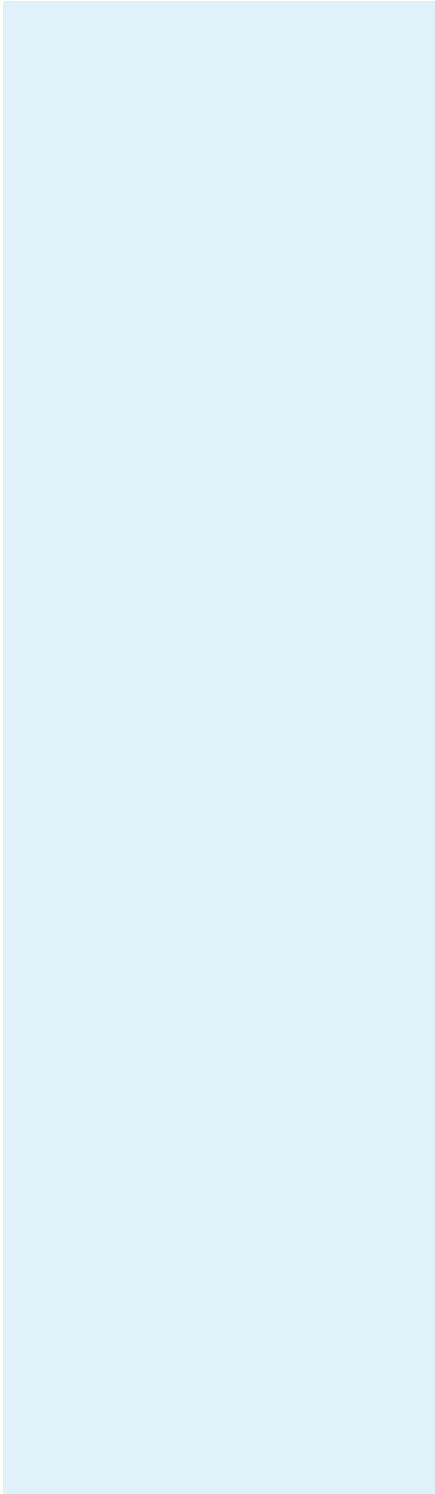
VEHICLE HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

ISO Vehicle History:

Number of times reported to ISO:	1
ISO's file number:	H0384162071
Loss date:	01/10/2025
Phone:	8664559969
Claim ref:	22712987
Mileage:	



SUPPLEMENTAL INFORMATION



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 23V022000

Mfg's Report Date : JAN 22, 2023

Component : BACK OVER PREVENTION: SENSING SYSTEM: CAMERA

Potential Number Of Units Affected : 382759

Summary : Ford Motor Company (Ford) is recalling certain 2020-2023 Explorer, Lincoln Aviator, and 2020-2022 Lincoln Corsair vehicles equipped with a 360-degree camera. The video output may fail, preventing the rearview camera image from displaying.

Consequence : Loss of the rearview camera image can reduce the driver's rear visibility, increasing the risk of a crash.

Remedy : Dealers will update the image processing module (IPMB) software, free of charge. Interim owner notification letters informing owners of the safety risk were mailed April 25, 2023. Owner notification letters were mailed February 13, 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 23S02. This recall expands and replaces NHTSA recall number 21V-735. Vehicles previously repaired under 21V-735 will need to have the new remedy performed.

Manufacturer Recall No. : 23S02

NHTSA Campaign ID : 23V070000

Mfg's Report Date : FEB 09, 2023

Component : POWER TRAIN:AUTOMATIC TRANSMISSION

Potential Number Of Units Affected : 1138

Summary : Ford Motor Company (Ford) is recalling certain 2022-2023 F-150, Mustang, Explorer, Bronco, and 2023 Lincoln Aviator vehicles equipped with automatic transmissions. The transmission may contain a loose bolt which could prevent the transmission from engaging the park gear, although the gear shifter position may indicate that the vehicle has been shifted to "PARK."

Consequence : The inability to secure the vehicle in the park position can result in a rollaway, increasing the risk of a crash or injury.

Remedy : Dealers will inspect and, if necessary, replace the transmissions, free of charge. Owner notification letters were mailed April 25, 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 23S06.

Manufacturer Recall No. : 23S06

NHTSA Campaign ID : 23V342000

Mfg's Report Date : MAY 11, 2023

Potential Number Of Units Affected : 442973

The National Highway Traffic Safety Administration has issued 7 safety related recall notices that may apply to the above valued vehicle.

SUPPLEMENTAL INFORMATION

Remedy : Dealers will replace the 360-degree camera, free of charge. Owner notification letters were mailed November 10, 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 23S23. This recall expands and replaces NHTSA recall number 23V-022. Vehicles previously repaired under 23V-022 will need to have the new remedy performed.

Manufacturer Recall No. : 23S23

NHTSA Campaign ID : 23V597000

Mfg's Report Date : AUG 24, 2023

Component : ENGINE AND ENGINE COOLING:ENGINE:GASOLINE:TURBO/SUPERCHARGER

Potential Number Of Units Affected : 10

Summary : Ford Motor Company (Ford) is recalling certain 2023 Explorer vehicles equipped with 2.3L GTDI engines. The turbocharger oil supply line may be damaged, which can result in an oil leak inside the engine compartment.

Consequence : An oil leak in the presence of an ignition source such as hot engine or exhaust components, can increase the risk of a fire. In addition, the loss of oil can result in an engine stall, increasing the risk of a crash.

Remedy : Owners are advised to park and shut off the engine as soon as possible if they see an oil pressure warning light or smoke coming from the engine compartment. Dealers will replace the turbo oil supply line assembly, free of charge. Owner notification letters were mailed September 8, 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 23S50.

Manufacturer Recall No. : 23S50

NHTSA Campaign ID : 23V686000

Mfg's Report Date : OCT 12, 2023

Component : ELECTRICAL SYSTEM:WIRING

Potential Number Of Units Affected : 2866

Summary : Ford Motor Company (Ford) is recalling certain 2023 Explorer vehicles equipped with a standard rearview camera. Due to a manufacturing error in the wire harness, the rearview camera may display a blue image on the SYNC screen when the vehicle is placed in reverse. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 111, "Rear Visibility."

Consequence : A rearview camera that does not properly display an image can reduce the driver's rear view, increasing the risk of a crash.

Remedy : Dealers will inspect the rearview camera wire harness and repair any loose splices, free of charge. Owner notification letters were mailed November 2, 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 23C31.

Manufacturer Recall No. : 23C31

SUPPLEMENTAL INFORMATION

NHTSA Campaign ID : 24V091000

Mfg's Report Date : FEB 07, 2024

Component : STEERING:LINKAGES:KNUCKLE:SPINDLE:ARM

Potential Number Of Units Affected : 121

Summary : Ford Motor Company (Ford) is recalling certain 2023 Explorer vehicles. The right-front lower fastener connecting the steering knuckle and strut may be loose or missing.

Consequence : A loose or missing connection between the knuckle and strut can cause improper tire alignment, resulting in a steering pull or require increased steering effort. Additionally, the brake hose may contact the tire and become damaged, resulting in a brake fluid leak and a loss of braking ability. Either of these scenarios can increase the risk of a crash.

Remedy : Dealers will inspect the fasteners, and tighten or install them as necessary, free of charge. Owner notification letters were mailed March 08, 2024. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 24S04.

Dates Of Manufacture : DEC 18, 2023 to DEC 18, 2023

Manufacturer Recall No. : 24S04

NHTSA Campaign ID : 24V852000

Mfg's Report Date : NOV 07, 2024

Component : EQUIPMENT:OTHER:LABELS

Potential Number Of Units Affected : 27678

Summary : Ford Motor Company (Ford) is recalling certain 2020-2025 Explorer, Lincoln Aviator, 2020-2024 Escape, Lincoln Corsair, 2018-2024 F-150, Expedition and Lincoln Navigator vehicles. The air bag warning label may be missing from the dashboard. As such, these vehicles fail to comply with the requirement Federal Motor Vehicle Safety Standard number 208, "Occupant Crash Protection."

Consequence : Without a label that shows the proper restraint usage guidelines, the occupants may have an increased risk of injury in the event of a crash.

Remedy : Ford will mail owners the warning labels, free of charge. Owner notification letters were mailed December 19, 2024. Owners may call Ford customer service at 1-866-436-7332. Ford's number for this recall is 24C39.

Dates Of Manufacture : APR 25, 2019 to AUG 26, 2024

Manufacturer Recall No. : 24C39

Town of Landis, NC
 Budget Amendment #22
 Monday, March 17, 2025

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
10-0000-4530	Insurance Proceeds	1,679.00	43,818.00		45,497.00
10-0000-4999	Fund Balance Appropriation	1,096,174.00	17,673.00		1,113,847.00
10-5100-5215	Police Equipment	27,000.00	16,000.00		43,000.00
10-5100-5990	Police Capital Outlay	92,000.00	45,491.00		137,491.00
			122,982.00	-	122,982.00

To receive funding for the totaled police vehicle (vehicle # 231), and to reallocate those funds for the purchase of a new police vehicle

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

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Matthew Geelen, Chief of Police

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Purchasing a 2025 Ford Explorer from Parks Ford on State Contract Pricing In The Amount Of \$45,491**

DETAILS:

The Police Department requests the acquisition of a 2025 Police Ford Explorer from Parks Ford, taking advantage of state contract pricing. The total price of the Explorer is \$45,549.46. Notably, this price shows a difference of \$1,672.92, when compared to the settlement amount that the insurance company has offered for the Ford Explorer that was deemed a total loss.

To facilitate the purchase, staff plan to allocate the funds received from the insurance company directly toward the purchase of this vehicle and the remainder of the purchase will need to be funded through the town.

I respectfully make a recommendation to purchase a 2025 Police Ford Explorer given their state contract price and our fluid working relationship with Parks Ford.

Prepared for: , Town of Landis

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Client Proposal

Prepared by:
Jeff Williams
Office: 828-693-4281
Quote ID: 0226202501
Date: 02/26/2025



Prepared for:

Town of Landis
Prepared by: Jeff Williams
02/26/2025

Section 6, Item 6.8

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

, Town of Landis

Re: Quote ID 0226202501 02/26/2025

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913RR. Specification # 135

Sincerely,

Jeff Williams

Prepared for:

Town of Landis

Prepared by: Jeff Williams

02/26/2025

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

Table of Contents

Description	Page
Cover Page	1
Cover Letter	2
Table of Contents	3
As Configured Vehicle	4
Pricing Summary - Single Vehicle	7
Pricing Summary - Multiple Vehicle	8

Prepared for:

Town of Landis
Prepared by: Jeff Williams
02/26/2025

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

As Configured Vehicle

Code	Description
------	-------------

Base Vehicle

K8A	Base Vehicle Price (K8A)
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Packages

500A	<p>Order Code 500A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>
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Powertrain

99B	<p>Engine: 3.3L V6 Direct-Injection</p> <p><i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i></p>
44U	<p>Transmission: 10-Speed Automatic (44U)</p>
STDAX	<p>3.73 Axle Ratio</p>
STDGV	<p>GVWR: 6,840 lbs (3,103 kgs)</p>

Wheels & Tires

STDTR	<p>Tires: 255/60R18 AS BSW</p>
STDWL	<p>Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i></p>

Seats & Seat Trim

9	<p>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</p>
---	---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Town of Landis

Prepared by: Jeff Williams

02/26/2025

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>
Other Options	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	<p>Radio: AM/FM/MP3 Capable</p> <p>Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</p> <p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC Phoenix Communication & Entertainment System - Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.
153	Front License Plate Bracket
63B	<p>Side Marker LED Sideview Mirrors</p> <p>Recommend using ready for the road package (67H) or ultimate wiring package (67U).</p> <p><i>Includes driver side - red/passenger side - blue. Located on exterior mirror housing. LED lights only. Wiring and controller not included.</i></p>
51T	Driver Only LED Bulb Spot Lamp (Whelen)
76D	<p>Underbody Deflector Plate</p> <p><i>Engine and transmission shield.</i></p>
18D	<p>Global Lock/Unlock Feature</p> <p><i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + patio timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.</i></p>
16D	<p>Badge Delete</p> <p><i>Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost).</i></p>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Town of Landis
Prepared by: Jeff Williams
02/26/2025

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

As Configured Vehicle (cont'd)

Code	Description
Emissions	
425	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Exterior Color	
UM_01	Agate Black
Interior Color	
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Upfit Options	
63B BB	Option 63B Blue/Blue
RS PIU	Remote Start for Police Interceptor

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Town of Landis
Prepared by: Jeff Williams
02/26/2025

Section 6, Item 6.8

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$50,985.00
Subtotal		\$50,985.00
 <i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Discount	Dealer Discount	-\$3,493.54
Ford Gvmnt GPC	Government GPC	-\$2,000.00
Total		\$45,491.46

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Town of Landis
Prepared by: Jeff Williams
02/26/2025

Section 6, Item 6.8

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 0226202501

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

	MSRP
<i>Vehicle Pricing</i>	\$152,955.00
Subtotal	\$152,955.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	Dealer Discount	-\$10,480.62
Ford Gvmnt GPC	Government GPC	-\$6,000.00
Total		\$136,474.38

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Meredith Bare Smith, Mayor

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: Consider Approval of a \$250 Donation Request to Carolina Drifters

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Jessica St. Martin, Parks & Recreation Director

ITEM TYPE: Consideration

AGENDA SECTION: Old Business

SUBJECT: **Consider Approval of the Final Proof for the Landis Walking Map**

DETAILS:

Consider Approval of the Final Proof for the Landis Walking Map. The sign will be sent to fabrication upon approval and should be delivered in 4-6 weeks.



DISCOVER LANDIS WALKING MAP



TAKE STEPS TO A HEALTHIER YOU!

Walking is a great way to get active, manage weight and chronic disease, reduce stress, and improve the quality of sleep. The Healthy Rowan Coalition has identified a safe and convenient route that you can walk today. So grab your water and your shoes and let's walk!

CALORIES & STEPS

1 mile = 2,000 steps (100 calories)

Daily goal: 5 miles (10,000 steps)

To lose one pound in one week, you need to:

1. Burn 3,500 more calories that week
2. Eat 3,500 less calories that week
3. Do a combination of both which works best – move more and eat less calories



35 miles walked = 3,500 calories = 1 pound of fat



STAY HYDRATED

Don't forget to bring water for your walk!

SAFETY TIPS TO KEEP IN MIND

- Let someone know where you plan to walk
- Always carry your ID
- Wear comfortable closed toe shoes
- Stay alert and walk facing traffic
- Use crosswalks and follow traffic signals
- Avoid walking after dark



👉 **YELLOWJACKET LOOP** (1.5 mile roundtrip)

👉 **RAIDERS ROUTE** (1.5 mile roundtrip)

For more ways to be active, go to: www.RowanMoves.com





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Old Business

SUBJECT: **Consider Approval to Award the Town-wide Street Sign Replacement Project Bid (Project 25-70)**

DETAILS:

Consider approval of replacing all town street name signs throughout the town. This project was originally budgeted by quadrants of town, however the quotes for the signs came back much lower than anticipated. This savings is allowing the project to be completed for all town streets without a budget amendment. The new signs are set to meet NCDOT requirements by being 9" X 36" signs which are required on any street where the speed limit is above twenty-five (25) miles per hour. Due to these signs being larger than our current ones at 6" X 36", it is recommended for the town to purchase the decorative top portion of the sign poles. This would keep the signs in a metal holder that would protect against the outside elements, and keep the signs lasting longer.

The 9" X 36" sign bids that were collected for the project came from the following: City of Kannapolis \$56.15 per sign for a total of \$22,460, Fast Signs \$84.23 per sign for a total of \$25,269, Deadline Signs \$92.50 per sign for a total of \$27,750 and Harwood Signs \$95.51 per sign, for a total of \$28,653.

The hardware for the new signs provided by the City of Kannapolis would be \$109.18 for the decorative frames, and \$15 dollars per pole cap needed, which hold the sign in place.



W. Hoke

**St
300**



W. Hoke

**St
300**



W. HOKE

**ST
300**

QUOTE



City Of Kannapolis

Transportation

1401 Bethpage Rd
Kannapolis NC, 28081

DATE: 12/09/2024

TO Town of Landis Street Signs

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
400	Decorative Street Sign Frames 9inch	\$109.18	\$43,672.00
200	2x2x12 Pole Black Powder coated	\$65.11	\$13,022.00
200	Finial Post Cap	\$15.00	\$3,000.00
400	9inx36in Street name sign w/ logo 1 blade double sided for decorative frame (HIP) (Must purchase 9" frames)	\$35.15	\$14,060.00
400	Employee Labor ¼ HR per sign	\$21.00	\$8,400.00
1	Freight cost not included in quote		
	Subtotal		\$82,154.00
	Sales Tax		
	Total		\$82,154.00



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Meredith Bare Smith, Mayor

ITEM TYPE: Consideration

AGENDA SECTION: Old Business

SUBJECT: **Consider Discussion of Town Hall Roof Warranty
and Painting Update (Project 25-58)**

DETAILS:



McELROY METAL
1500 HAMILTON RD. • BOSSIER CITY, LA 71111
Ph: (800) 562-3576 • Fax: (318) 747-8029

Date: February 14, 2025

To: La Favas Construction Company
C/O Ken Cooley
Landis, NC 28088

CC: Terry Burford

Re: Field Claim 24063 – La Favas Construction – Landis Town Hall / Fire Dept

Mr. Cooley,

There was an initial report of minor paint flaking or peeling on the Colonial Red PVDF painted Galvalume panels that are installed on the buildings and a request for a material review.

Based on the onsite inspection and the provided photographs as well as review of the order and test reports, the findings are that the issues on the roof are a combination of paint overspray, mastic tape that was not removed and dried white, and paint scratches mostly likely caused by ladder usage near the roof edge. No indications of paint flaking or peeling were observed.

The PVDF Coating System Limited Warranty highlights within the limitations, conditions or exclusions of the warranty:

- D. This warranty does not apply to defects or failures which arise out of any of the following:
 - (12) discontinuities in the paint film as a result of damage during installation or use of the building e.g.; scratches;

As such, this claim is respectfully being declined.

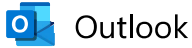
Please feel free to contact your sales representative with any questions you may have regarding this claim.

Sincerely,

Robert A Turner
VP of Purchasing
McElroy Metal

MANUFACTURING LOCATIONS

ADELANTO, CA ASHBURN, GA BOSSIER CITY, LA CLINTON, IL DIAMOND, MO HOUSTON, TX LEWISPORT, OH
LOCKHART, TX MARSHALL, MI MAUSTON, WI MERKEL, TX PEACHTREE CITY, GA SUNNYVALE, TX WINCHESTER, VA



FW: Paint Warranty Question... [CAUTION: FROM INTERNET]

From Overcash, Darrell <DOvercash@castlecooke.com>
Date Tue 11/5/2024 9:22 AM
To Maddalyn Bergeron <mbergeron@townofflandisnc.gov>

This is the manufacture info.

From: Purdy, Jamey <jpurdy@McElroyMetal.com>
Sent: Friday, October 11, 2024 9:55 AM
To: Overcash, Darrell <DOvercash@castlecooke.com>
Subject: Paint Warranty Question... [CAUTION: FROM INTERNET]

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Darrell – While I could not find the specific wording in the warranty, the warranty could be interpreted that by putting anything on the panel that is not approved or recommended by the manufacture, it would void the paint and substrate warranties for the panels.

Kynar paint is two (2) molecules away from Teflon, so things don't like to stick to it very well. In order for panels to be painted, they have to be prepped (much like prepping an automobile) to give the new paint a surface to adhere to. This prepping process would be the scuffing of the panel surface and then applying new paint. The scuffing would void the warranties. Then, if you just painted over the panels as they are, then our warranties could not cover a paint process that we did not have control of. The paint that would be applied is also air dried and it will fade at a much faster rate than the kiln dried paint that comes from the factory.

So in short, if panels are repainted, this would void all warranties.

Jamey Purdy
Corporate Office | Technical Specialist – Engineering Dept.
1500 Hamilton Rd | Bossier City, LA 71111
Ph: 318-747-8062 | Fax: 318-752-5057
Toll Free: 800-950-6531
www.mcelroymetal.com

Stay informed – Subscribe to our [blogs](#)



**MCELROY METAL
GALVALUME[®] SUBSTRATE WITH FLUROPON KYNAR 500[®] (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS
WITH GALVALUME SUBSTRATES**

- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- D. This warranty does not apply to defects or failures which arise out of any of the following:
 - 1. the formation of rust on the panel edges;
 - 2. acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
 - 3. failure to properly insulate panels from direct contact, fallout or run-off from dissimilar metals such as copper, lead, nickel, stainless steel, etc., contact with damp insulation, chemicals, fumes, ash, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete, cement dust, animal waste or other foreign or corrosive materials from contact with or in close proximity to the panel;
 - 4. paint adhesion loss and/or staining as a result of excessive sealant or failure to remove steel debris/iron particles that come in contact with the panel surface;
 - 5. significant differences in insulation below coated metal panel;
 - 6. use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling;
 - 7. conditions / circumstances where corrosive fumes or condensates are generated or released inside the building
 - 8. minute fracturing which may occur in proper fabrication of the building parts. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker
 - 9. slopes of the roof or sections of the roof flatter than 1/4:12;
 - 10. if panels are applied without protection over lumber which has been treated with preservatives or fire-resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copper-arsenate salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre-finished metal panel;
 - 11. abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;
 - 12. discontinuities in the paint film as a result of damage during installation or use of the building e.g., scratches;
 - 13. attachment or adhesion of materials or items such as snow guards and solar panels to the metal panels;
 - 14. damage due to improper forming, scouring, cleaning procedures or use of any bleach-based cleaners;
 - 15. any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, are stored/installed in an environment that includes a high degree of humidity, sand, dirt or grease;
 - 16. design flaws or elements that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material, including dirt, leaves, soil, vegetation, mold, mildew, fungus and rubbish.
- E. McElroy shall have no obligations under this warranty unless and until McElroy receives payment in full for the materials furnished.
- F. The supplier of the Galvalume substrate and paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy which are same (or substantially similar) to the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the substrate and coating system warranties made to McElroy.

**MCELROY METAL
GALVALUME® SUBSTRATE WITH FLUROPON KYNAR 500® (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS
WITH GALVALUME SUBSTRATES**

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using standard Fluropon Kynar 500® or Hylar 5000® (PVDF) coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non-standard colors, please contact a McElroy representative.

1. For a period of 40 years from date of shipment, coating exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Failure due to substrate corrosion is not a covered Warranty Condition.
2. For a period of 30 years from date of shipment, coating chalks in excess of ASTM D-4214 method A number 8 rating when properly maintained as described herein.
3. For a period of 30 years from date of shipment, coating changes color more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and McElroy Metal does not warrant that color changes will be uniform.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (loss of adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8).
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5.0) ΔE Hunter units.

McElroy Metal also warrants to the purchaser that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty period listed below.

- 50 years for AZ 50 Galvalume substrate with Fluropon PVDF coating

Warranties are subject to the conditions, limitations and exclusions set forth below:

Coating Warranty

If any panels fail to comply with the coating warranty specifications set forth above, McElroy will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the costs of the then-current panel and labor to replace the affected metal panels (not including any accessories or attachments).

Substrate Warranty

If any panels fail to comply with the substrate warranty specifications set forth above, McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet.

McElroy shall not be held liable for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming. These Warranties will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.

All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, which are exposed to normal weather and atmospheric conditions.

**MCELROY METAL
GALVALUME[®] SUBSTRATE WITH FLUROPON KYNAR 500[®] (PVDF) COATING,
LIMITED WARRANTY
APPLICABLE PRODUCTS: ALL MCELROY FLUROPON PVDF COATED PRODUCTS
WITH GALVALUME SUBSTRATES**

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. MCELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

REV. 08/23
MM613-GM



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
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



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
SUBMITTED BY: Matthew Geelen, Police Chief
ITEM TYPE: Report
AGENDA SECTION: Departmental Reports
DETAILS: Monthly Report

VIOLATION ADDRESS	OWNER OR OCCUPANT	STATUS OR CONDITIONS
MINIMUM HOUSING		
314 TOWN STREET	RUTH C DEADMON (HEIRS)	ABATMENT OF THE YARD AND THE STRUCTURE HAS BEEN BOARDED UP. LIEN HAS BEEN PLACED ON THE PROPERTY. CLOSED 02/15/2025.
109 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
111 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
201 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
202 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
203 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
205 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE

		CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
206 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
207 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
209 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
210 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
211 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
212 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
214 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
215 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
216 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
217 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
807 ZION STREET	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
809 ZION STREET	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE

		CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
1020 LINN STREET	JESUS DOTELO ANDRADE & SUSANA BERNAL LORENZO	HOUSING IN SUBSTANDARD CONDITION. WILL MAKE CONTACT WITH THE HOMEOWNER.
NUISANCES		
107 NORTH MERIAH STREET	JAMES A HALL JR (HEIRS)	DEBRIS AND OTHER ITEMS NOTICE WAS ISSUED ON DECEMBER 18TH WITH A DEADLINE OF JANUARY 15TH.
402 EAST RYDER AVENUE	LARRY AND ZUBECCA BROWN	THE FRONT AND SIDE YARDS HAVE BEEN CLEANED UP. CLOSED 12/17/2024.
805 COLDWATER STEET	IGVK PROPERTIES LLC	OVERGROWTH NEAR THE REAR OF THE STORE. PROGRESS HAS BEEN MADE WILL CONTINUE TO MONITOR. CLOSED 02/01/2025
303 BUFORD DRIVE	FON ERNEST	PLANNING DEPARTMENT IS HANDLING THE FINAL ASPECTS OF THESE ISSUES. CLOSED 02/01/2025
430 MT MORIAH CHURCH ROAD	THOMAS LINN	HIGH GRASS AND DEBRIS AROUND THE PROPERTY. SOME DEBRIS HAS BEEN CLEANED, AND THEY ARE MAKING PROGRESS ON THE GRASS. CLOSED 02/19/2025
400 EAST GARDEN AVENUE	MARY FRANCES AKERS (HEIRS)	FACIAL BOARD FALLING OFF OF THE ROOF. THE OWNER IS MAKING ARRANGEMENTS TO CORRECT THE ISSUE.
309 TURNER STREET	CLARENCE MICHAEL VINCENT	DEBRIS IN THE YARD. CLOSED 02/19/2025
ABANDONED-JUNKED-NUISANCE VEHICLES		
ZONING		
NON-RESIDENTIAL BUILDINGS		
2570 SOUTH US 29 HWY	JOSEPH J ROJAS	COMMERCIAL BUILDING CONVENIENCE STORE. SEVER DEILIAPDIATION AND DEFECTS.


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LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

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

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements. 5-30-23 Operation and Maintenance Agreement rec'd 6-6-23 Sent Zoning Permit Application 6-16-23 Stormwater Report From Alley William Carmen & King 7-5-23 Rec'd water system specs. 8-9-23 Stormwater specs reviewed ready for pickup. 8-10-23 stormwater reviews p/up by courier. 12-7-23 Dev. Petition to NCDEQ for w/s regulation exception 1-25-24 issued Willingness to Serve for electricity 2-13-24 Rec'd NCDEQ Auth. For water system 2-20-24 Issued Willingness to Serve water and waste 10/16/24 Met w RF</p>
<p>SITE 11-21 FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec-Architect</p>	<p>716 W. Ryder Ave & Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED TOWNHOMES APARTMENTS</p>	<p>12-22-21 PAYMENT: \$100 SKETCH PLAN REV. 12-28-21 RF to Engineer, email with comments re sketch plan layout. 2-8-22 R. Flowe mtg w/Developer Engineer 5-16-22 DEV. MTG WITH R FLOWE SKTECH PLAT REV. 7-5-22 PAYMENT \$100 FOR 5-16-22 REVIEW 7-15-22 REC'D 2 COPIES OF PRELIMINARY SITE PLAN-Location: floor beside map cage Payment: site plan rev. \$388.25 8-10-22 PL. BD REVWD. PLAN REJECTED. DEV WILL SUBMIT ANOTHER SITE PLAN 10-19-22 rec'd revised plan 11-8-22 OVERVIEW W/PL. BD. 11-16-22 MTG W/FLOWE & MNGR- WILL RE-SUBMIT PLANS NO TRC ON CURRENT PLANS. 12-6-22 REC'D REVISED PLANS. R FLOWE COMMENTED. EMAILED ARCHITECT W/COMMENTS 12-21-22 re-sent email of 12-6-22 to architect/confirmed recpt. 1-3-23 ACTIVE FILE 2-8-23 revised plan sent by email- next step is site dev. Plan rev. 2-28-23 PLAN HARD COPIES REC'D 2-28-23 PAYMENT: \$388.25 site plan rev. 3-2-23 REC'D REVISED SITE PLAN 3-15-23 Revised Site Plan approved- next step-construction plans & review 5-17-23 SC spoke w/Arch. M. SIEMIENIEC- Construction plans to be del today.</p>

<p>#11-21 LANDIS APTS</p>				<p>5-18-23 per M.Siemieniec. plan del delay 5-24-23 CONSTRUCTION PLANS REC'D 5-31-23 FEES PAID FOR REVIEW. \$10,266.55 **Fees include zoning permit application when ready **=PLAN REVIEW(RD,PARK/LOAD/DRAINAGE,W/S LINES, STORMWATER, PERMIT APPLICATION) 6-23 & 28th TRC REVIEW OF PLANS- NOTES ADDED- DEV. P/UP THEIR SET OF PLANS W/NOTES 7-25-23 REC'D 2 SETS OF REVISED CONST PLANS 7-27-23 R FLOWE REVIEWED PLANS- ISSUED EMAIL TO TECH. REV. COMM. TO REVIEW PLANS IN T.HALL 8-3-23 Fire Marshal reviewed plans 8-9-23 Plans ready for p/up, emailed Engineer. ✓ 11-08-23 Rec'd Erosion & Soil Sedim. From County 11-8-23 Pre-const. mtg set for 12-13-23 @ 9a.m. ✓ 12-13-23 Stormwater calcs needed. 5-21-24 Groundbreaking Ceremony on site 5-23-24 Permit issued 6-13-24 Requested addresses from County GIS 6-27-24 Emailed request for Const. Admin Fees 8-14-24 R Flowe called to request Const. Admin Fees 8-22-24 Const Admin fees Paid \$20,507.60</p>
<p> YEAR 2022</p>				
<p>Application #</p>	<p>Name (surveyor &/OR owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status FEES PD</p>
<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE</u> <u>2&4</u></p>	<p>LENNAR CAROLINAS – LAND DESIGN ENGINEER NOTICE OF INTENT FOR NEW DEVELOPER- SHEA HOMES Philip Smith- Land Design</p>	<p>CANNON FARM RD</p>	<p>430 LOTS- MU-1 & SFR-2 CZ</p> <p>ZMA 24-04-08-1 MU-1 TO SFR-3</p>	<p>9-6-22 REC'D PLAT W/\$3,000 9-13-22 REC'D MASTER PLAN PRELIMINARY PLAT W/\$5,140 AND \$4,580 TOTAL \$12,720 9-13-22 PLAT OVERVIEW W/PL BD. ✓ 12-6-22 ACTIVE FILE 3-7-23 NO ACTIVITY 7-25-23 NOTICE OF NEW DEVELOPER INTENT FROM ATLANTIC AMERICAN PROP. 9-5-2023 MTG W/PL. DIR. W/NEW DEV. 9-25-23 MTG W/PL DIR. FLOWE 9-28-23 REC'D MEETING NOTES 12-12-23 Rec'd form w/ZMA request no funds rec'd 12-19-23 Rec'd partial fee for ZMA request 1-3-24 Rec'd full funds for ZMA request- March BOA mtg 2-13-24 Planning Bd did not meet- April BOA mtg 2-15-24 Utilities meeting with Dev. & Land Design</p>

<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE</u> <u>2&4</u></p>				<p>2-26-24 Neighborhood Meeting for Phase II Site 3-6 & 3-7 Water/Sewer Plans rec'd 4-08-2024 PUB. HRNG ZMA- approved 4-16-24 Irish Crk Development Team met with P/Z 5-10-24 rec'd revised lot drawing 7-16-24 Teams meeting re phase 2 plans 8/6-24 Feed Paid 8-12-24 Phase 2 presented to Planning Board, TRC starts 8-26-24 Pub Wrks Info Reqst. 9-3-24 PP Plat Review 9-4-24 TRC 9-11-24 Met with RF and Pub Works and design team</p>
<p>SITE DEV #10-22- LANDIS RIDGE LANDIS 85 <u>OLD BEATTY FORD RD</u> <u>INDUSTRIAL SITE</u></p> <p>NAME CHANGE: <u>LANDIS RIDGE</u> <u>LANDIS 85</u></p> <p>DEV #10-22 LANDIS RIDGE</p> <p><u>OLD BEATTY FRD RD</u> <u>IND SITE</u> <u>LANDIS 85</u></p>	<p>RYAN BEADLE/JACKSON- SHAW- LIPE, MILLS, DEAL PROPERTIES</p>	<p>OLD BEATTY FORD RD INDUSTRIAL SITE</p>	<p><u>ANNEX & ZMA</u> <u>LOTS:</u> MAP 140, PARCELS: 003,167, 138, 169 & 170 11-14-22- BD APPROVED ANNEXATION ZONING: IND 2-13-23 BD TO CONSIDER ANNEXATION WITH PUB. HEARING ON MARCH 20, 2023 -BD APPROVED</p>	<p>9-13-22 REC'VD PAYMENT \$600 ZMA REQ. ANNEX W/ ZMA NOV.8 & 14 2022 MTGS 11-14-22 BD APPROVED ANNEX & IND ZONING 12-6-22 ACTIVE SITE- PLANS DEVELOPING 12-8-22 NCDOT TRAFFIC IMPACT STUDY CHECKLIST REC'D 12-20-22 2 CHECKS OF \$875 REC'D = \$1,750 FOR: 1) ZMA W/ANNEX APPL. (APPL. REC'D 12-15-22) 2) & ZTA (TEXT AMEND.) 1-3-2023 ACTIVE FILE 1-09-23 ANNEXATION REQ. TABLED UNTIL FEB 2-13-23 ZTA APPROVED ANNEX AND MAP AMEND SET FOR MARCH PUB HEARING. 3-1-23 SITE PLAN REV. W/ DEV & PUB. WORKS 3-14-23 FUNDS REC'D FOR: SITE PLAN REVIEW & PREL PLAT REVIEW: \$4,801.75</p> <p>3-20-23 Pub. Hearing Annexation additional properties, req. IND zoning. BOARD APPROVED 4-11-23 Plan revisions received. 4-26-23 Plan review completed with comments. 4-27-23 R Beadle picked up Dev. Copy with comments. 5-25-23 Zoom mtg w/R Flowe 6-13-23 NCDOT scoping documents received 8-2-23 rec'd updated site dev. Plans from Developer 8-2-23 rec'd NCDOT updated TIA scoping docs link 9-19-23 REC'D REVISED SITE PLAN PGS 3,4 &5 ON REVIEW TABLE FOR TRC- REVIEWED 10-18-23 REC'D W/S WILLINGNESS TO SERVE REQUEST 10-23-23 PLANNING BOARD MTG UPDATE ✓ 11-14-23 Mtg req. by Developer- ZOOM W/RFLOWE 11-21-23 FUNDS REC'D FOR SITE PLAN REVIEW</p>

Section 8, Item 8.1

<p>DEV #10-22 LANDIS RIDGE</p>				<p>11-30-23 WAITING ON CONSTRUCTION PLANS 12-21-23 Rec'd revised Const. plans & all documents 12-21-23 FUNDS REC'D \$36,136 FEES. 1-2-24 DIGITAL FILES REC'D 1-24-24 TRC mtg held – examined plans 2-13-24 Meeting with Developer and Eng. Review of TRC 2-14-24 Address from Rowan Cty GIS for constr.: #619 3-12-24 REC'D REV. CONST. PLANS & CALCS WAITING ON ENG. REVIEW 3-27-24PRE-CONSTRUCTION MEETING HELD 4-24-24 PERMIT FOR TEMP CONST. OFFICE 5-1-24 PERMIT FOR BLDGS 1A, 1B, & 2 5-8-24 STORMWATER AUTHORIZATION TO PROCEED 6-13-24 rec'd Eng. Water Main report & 2 complete sets of partial revisions to plans. 6-18-24 RF accepted the partial plans 6-20-24 Developer p/up their plan set 6-27-24 Emailed request for Const. Admin Fees 7-9-2024 Site inspection 7-12-24 rec'd Construction Admin fees of \$51,552.00</p>
	<p>2023 ALL '23</p>	<p>PROJECTS NOW IN CONSTRUCTION</p>	<p>PHASE</p>	
<p><u>2024</u></p>	<p><u>2024</u></p>	<p><u>2024</u></p>	<p><u>2024</u></p>	<p><u>2024</u></p>
<p>Application/ Site #</p>	<p>Name (surveyor & owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status, FEES PD</p>
<p>SITE 01-24</p>	<p>DOMINION ENERGY</p>	<p>MT MORIAH CH RD</p>	<p>Gas Line Encroachment</p>	<p>UTILITY – GAS LINE INSTALLATION ON TOWN EASEMENT/ FLOODWAY/FLOODPLAIN 2-7-24 PLANS REC'D 5-2-24 R.O.W PERMIT REQUESTED 5-28-24 REC'D HARD COPY OF PLANS 5-30-24 EMAILS TO INCLUDE PUB. WORKS 6-4-24 REC'D UPDATED PLANS BY EMAIL 7-10-24 Pub.Works working with Dominion Energy on encroachments 7-14-24 Teams Meeting set for 7/30/24 at 10am-canceled 8/16 Rqst for encroachments</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

				8/27 Site Plan Review apln submitted, wait 9/26/24 Permits issued and fees paid 10/24/24 Flood Plain Permit Issued
Rice and Valley	John Suther		Water Line ext, 2 SFH	6/24 Plans rcd. Awaiting Payment 10/8/24 Payment Rcd. 10/10/24 TRC Begins 10/30/24 Plans Approved/Emailed for Pick up
Landis Shops	John Suther		Truck Repair Facility	6/24 Plans rcd. Awaiting Payment 10/8/24 Payment Rcd. 10/10/24 TRC Begins 10/30/24 Plans Returned/ Emailed for Pick up 1/24/25 Electronic plans sent to Planning Director to go over corrections made.
Landis Multi-Family	Dynamic Developers John Suther		Multifamily- proposing 15 units	6/24 Plans rcd. Awaiting Payment 10/8/24 Payment Rcd. 10/10/24 TRC Begins 10/30/24 Plans returned to S Ross 1/24/25 Electronic plans sent to Planning Director to go over corrections made 2/18/25- Plans Approved/emailed for pickup
SITE 02-24	OCAMPO	US 29		2-28-24 ELECTRONIC SITE PLAN REC'D 3-5-24 REC'D \$325 SITE PLAN REV. FEE 4-3-24 Rec'd hard copies of site plan waiting on building elevations. 7-11-24 Rec'd complete site plans with building elevations 7-23-24 Site plan review by RFlowe - 07-24-24messedged Engineer with notes from RFlowe 8-14-24 Review for follow up comments with R Flowe 10/9/2024- Paid for 3 rd Review 10.22.24 Sent email letting them know that they sent us the construction plans, not the plans needed. 10/28/24 Plans Received 10/30/24 Plans Approved/ Picked up
ZMA ✓	Legendre	627 S Chapel	RMST to CIV	Legislative Hearing 10/14/24 Approved 10/14/2024

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

Recombination plat	Piedmont Design Assoc.	2211 Tully More	2 lots into 1	Paid \$100 on 7-16-24
Exemption, Recombination, annexation 7-15-24 PUB. HRNG ✓	CRETE SOLUTIONS & TWO-TEN PROPERTIES	220 OLD BEATTY FORD RD	COMBINING OF 3 SMALLER LOTS WITH 1 LARGE LOT	ANNEXATION AND RECOMBINATION
Landis Ridge Phase 2	Ryan Beedle and Jackson Shaw		Industrial Park	<p>10/22/24 SKETCH PLAT REVIEW & CONSULT, sent fee chart</p> <p>10/28/24 Sketch Plan paid \$270, Received site plans emailed for fee</p> <p>10/30/24 Site Plan Review Paid \$530</p> <p>11/19/24 Zoning Compliance Permit- Beacon-\$125, Zoning Site Plan Review – Beacon - \$1355 for a total of \$1480 paid</p> <p>11/25/24 Site Development Plans Approved by Rick Flowe</p> <p>12/20/24 TRC Review Complete</p> <p>1/22/25 TRC Review Comments from Planning Director emailed</p> <p>2/18/25 – Plans were recommended for conditional approval from Planning Board based on Engineers approval of stormwater. The engineer’s report was received on 2/25/25 approved.</p>
PLANS IN CONSTRUCTION/ REVIEW				
SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23	William N. West Owner Crete Solutions	220 OLD BEATTY FORD RD	CONCRETE PLANT	<p>04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS.</p> <p>4-26-23 RF review & staff rev. complete comments on plans</p> <p>4-27-26 Owner/Dev. Bill West p/up set w/comments.</p> <p>5-9-23 Rec’d partial set of plans- advised need complete sets.</p> <p>5-10-23 rec’d 2 complete sets of plans w/revisions</p> <p>5-17-23 R. Flowe to Developer West, plan set – scale is off. West to deliver a new complete plan set to NFocus Office this day. Flowe to review and sign zoning permit application if plans are approved. 5-17-23 Plans rec’d. R. Flowe approved plans for site construction. Zoning Permit #ZN-23-27 issued. Site work active.</p> <p>3-27-24 POSSIBLE SITE REVISION</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

			<p><u>ANNEX REQ. FOR 7-15-24 PUB. HRNG</u> ✓</p>	<p>4-3-24 REVISED SITE PLAN \$525 PD 5-10-24 Request ANNEXATION AND RECOMB. FOR 7-15-24 HRNG 6-11-24 RF conducted site inspection</p>
<p>SITE 01-23 BYRNE PROP KIMBALL RD PERMIT ISSUED 11-30-23</p>	<p>SHANNON SPARKS SURVEYOR BYRNE PROP. INC</p>	<p>KIMBALL ROAD MAP 123B 115</p>	<p><u>TOWNHOMES 9 PROPOSED</u></p> <p>9-11-23 BD ALD APPROVED DEV. AGREEMENT</p>	<p>2-2-23 SKETCH PLAT REVIEW & CONSULT 2-2-23 PD \$245 SKETCH PLAT REV. & CONSULT 4-13-23 PD \$1085 FOR SITE PLAN REVIEW 4-26-23 Plans Reviewed by RF- approved. TRC & PL BD. (JUNE 21,2023) 6-27-23 owner paid for all tap fees \$45,000 6-29-23 rec'd updated plans 8-1-23 rec'd revised plan 8-8-23 Pl. Bd to review Dev. Agreement for Kimball Landing 9-11-23 BD ALD. Pub. Hearing for Dev. Agreement- APPROVED 9-27-23 DEV. AGREEMENT SIGNATURE BY DEV. 10-18-23 CONSTR. PLANS REC'D. 10-18-23 PAYMENT OF \$325PARTIAL CONSTR PLAN REVW 10-18-23 PAYMENT OF \$680 (8 TWNHMS- zoning permit) 10-19-23 RFLOWE REVIEWED. NEED UPDATED BUILDING ELEVATIONS TO CURRENT PLAN. 10-24-23 DEVELOPER AWARE OF PLANS NEEDED. 10-26-23 UPDATE CONST. PLANS REC'D 10-26-23 PAYMENT OF \$627- REMAINDER OF CONST REVW FEES PD. 11-29-23 PRE-CONST MTG 11-29-23 PLANS APPROVED FOR CONSTRUCTION 11-30-23 PERMIT ISSUED FOR SITE WORK 3-13-24 BUILDING BEGINNING</p>

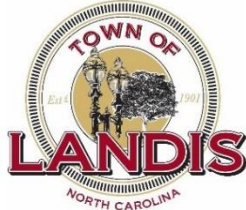
<p>SITE DEV 04-22 RICE RD TOWNHOMES PERMIT ISSUED 12-28-22FOR SITE DEV.</p>	<p>JOURNEY CAPITAL, LLC ANDREW WALTZ 704-453-2700 RICE RD TOWNHOMES ACTIVE FOR REVIEWS</p>	<p>221 E RICE STREET</p>	<p>TOWNHOMES</p>	<p>1-12-22 MTG R FLOWE PAYMENTS: 5-11-22: \$325, 5-17-22: \$1,812 6-21-22 TRC MTG TO REVIEW PLAN- Location: IN map cage 8-10-22 PL. BD REV. -DEV/ENGINEER NEED TO MEET TO DISCUSS WITH R FLOWE 9-1-22 MTG W/FLOWE NEXT STEP: SUBMITTAL OF REVISED SITE 11-3-22 REVISED PLANS REC'D 11-8-22 PL BD OVERVIEW 11-22-22 TRC COMMENTS COMPLETE 11-30-22 PLANS W/COMMENTS READY FOR P/UP</p>
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<p>#04-22 RICE ST. TWNHMS CONT.</p>				<p>12-5-22 plans p/up by developer for review/rev 12-13-22 REC'D REVISED PLANS 12-15-22 PLANS REVIEWD BY RFLOWE APPROVED AS NOTED READY FOR PICK UP (EMAILED) 12-19-22 PICKED UP by developer 12-19-22 rec'd zoning permit appl by email. 12-28-22 rec'd address from county 12-28-22 issued zoning permit # ZN-22-81 4-18-23 Rec'd 1 new page to plans. 4-26-23 RF review, waiting on stormwater review, still need correct buildings sheet. 5-2-23 STORMWATER REVIEWED 5-3-23 Emailed screenshot of comments- Waiting on corrected buildings sheet. 5-16-23 REC'D 2 COMPLETE SET OF PLANS 5-16-23 PLANS APPROVED –DEV. To p/up NEXT STEP: PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM 5-19-23 PLANS P/UP 5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements 6-6-23 Const. Admin Fees Pd: \$1,180.50 6-30-23 UPDATED PLANS REVIEWED-APPROVED 7-6-23 REC'D MATERIALS LIST SITE DEV # 04-22 RICE STREET TOWNHOMES CONT. REVIEW OF W/S, BLDG ELEVATION FEES PD: PREL PLAT \$450, SKETCH PLAN \$100, UNITS \$100 SITE WORK ACTIVE 10-11-23 REC'D UTILITY AS BUILTS 10-16-23 PLANS ACCEPTED BY RFLOWE 10-17-23 EMAILED DEV. READY FOR PICK UP 10-18-23 FINAL PLAT- MYLAR REC'D 10-19-23 R FLOWE SIGNED PLAT 10-25-23 ENGINEER W. WEBB REVIEWING FOR SIGNATURE 10-31-23 MORE INFO NEEDED- EMAILED DEVELOPER– as-built drawings, construction certifications from the design engineer, and cad files for the water, sewer, and storm drainage locations 11-8-23 Rec'd mylar – waiting on State permits 11-16-23 mtg w/state rep re approvals 11-20-23 application submitted with NCDEQ 11-21-23 REC'D \$350 FINAL PLAT FEE</p>
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<p>Rice Street TWNHMS Cont.</p>				<p>12-5-23 final plat rec'd 12-13-23 NOTICE OF VIOLATION (NCDEQ REQ.) 12-21-23 Rec'd Subdivision Bond copy 2-7-24 REC'D PERMIT FEES FOR 10 TWNHOMES (10X\$50) 2-8-24PER UNIT FEES PD FOR 10 TWNHMS (10 X \$35) 2-8-24 PERMIT ISSUED FOR 5 TWNHMS 2-14-24 Rec'd NCDEQ permit to construct water system. 2-14-24 Rec'd NCDEQ water system approval 2-21-24 NCDEQ permit to construct wastewater system. 3-27-24 VIOLATION NOTICE TO DEVELOPER \$9,654.66 4-29-24 SEWER CERT REQUEST 12-27-24 \$4,254.66 Violation Paid 1-6-25 Zoning Compliance Permits Paid for Lots- 7,8,9,10 and 11 \$170 each 2-22-25 Certificate of Completion for 207 – 219 – Certificate of Occupancy/Compliance issued</p>
<p>W. Garden Race Shop</p>				<p>11-19-24 Paid Sketch Plan Review \$270 & Site Plan Review \$530 – CESI 12-20-24 TRC Review Complete</p>
<p>ZMA</p>	<p>Coldwater Street</p>		<p>CIV to SFR-2</p>	<p>12-9-24 Approved</p>

Town of Landis
Division of Land Use
Zoning Permits Issued – Year 2025

Permit #	Date	Name	Job Address	Permit Use
ZN-25-01	01/06/25	John Lambert	225 E Rice St	Townhome
ZN-25-02	01/06/25	John Lambert	229 E Rice St	Townhome
ZN-25-03	01/06/25	John Lambert	233 E Rice St	Townhome
ZN-25-04	01/06/25	John Lambert	237 E Rice St	Townhome
ZN-25-05	01/06/25	John Lambert	241 E Rice St	Townhome
ZN-25-06	01/09/25	Bernardo Huizar	215 Church St	Residential Addition
ZN-25-07	1/15/25	Sonny Woodward	2220 W A St	Accy Building/Pool House
ZN-25-08	1/27/25	John Lambert	304 Buford Dr	New SFH Duplex
ZN-25-09	1/27/25	John Lambert	306 Buford Dr	New SFH Duplex
ZN-25-10	1/29/25	Nicole Kowalski	1030 Cherry Bark Pl	Fence
ZN-25-11	2/05/25	Craig Sellers	1055 Kimball Road	Fence
ZN-25-12	2/13/25	Tammy Adner	1055 Woodfield Dr	Fence
ZN-25-13	2/13/25	Tammy Adner	1055 Woodfield Dr	Shed
ZN-25-14	2/13/25	Niblock Homes	819 Irish Creek Dr	New Single-Family Home



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2024
SUBMITTED BY: Jason Smith, Fire Chief
ITEM TYPE: Report
AGENDA SECTION: Departmental Reports
SUBJECT: **Monthly Report**

DETAILS:

MONTHLY STATS

MEDICAL: 39
FIRE: 34
TRAFFIC ACCIDENT: 1
MUTUAL AID GIVEN: 34
MUTUAL AID RECEIVED: 6
TOTAL CALLS: 74

VEHICLE MILAGE

ENGINE 443: 113986
ENGINE 442: 36979
ENGINE 581: 28989
LADDER 58: 23425
CAR 44: 139087
CHIEF 440: 23561



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: March 17th, 2025

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

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

SUBJECT: February Report

DETAILS:

Events:

The Senior Luncheon & Bingo was held at Trinity Lutheran Church on Feb. 5th at 12:00pm, with 24 citizens in attendance. The next Luncheon is scheduled for April 2nd, 2025.

The department will kick off the new Cruise-In Season on Friday, April 4th, 2025. What-A-Burger and Carolina Craft BBQ are the 2 main food vendors for this event.

The upcoming Easter Egg-stravaganza Event, normally hosted at Lake Corriher Wilderness Park, will be held this year on Central Ave in the future DC & Frances Linn Park. This event has grown over the past 4 years, and we feel it has outgrown the space at Wilderness Park. Along with the egg hunt, kids can meet the Easter Bunny, visit the mini petting zoo, and have faces painted. The Brook Church and the Kannapolis Women of the Moose Chapter 851 will be donating to the children’s goody bags and assisting during the event. The Brook Church will be donating three gift cards for the (1) winning egg in each age category and Texas Roadhouse of Salisbury will be donating kids meal tickets to all the goody bags. Information booths from DCFL Park and Stormwater Management will be onsite along with a few specialty vendors such as SweetEm’s Bakery and Landis Creamery.

Park Operations

- The Park Staff are continuing trail and park grounds maintenance.
- The Park Staff are continuing to monitor the lake levels as work is being completed on the Lake Landis, and Lake Corriher Dams. Staff expect the water levels to remain low during the repair, according to our engineer’s recommendation. Out of an abundance of caution, the Lake Landis dam is blocked off to pedestrians and signs have been posted.
- The newly constructed boardwalk at the Park Office is now stained and protected.

Disc Golf: Pat Bowels, the disc golf course designer for Lake Corriher Park, shared the Course Recap for 2024. These statistics are through the Udisc course tracker.

- 4,055 Rounds were tacked on UDisc
- 987 Registered UDisc players were tracked on the course.
- 441 Courses in NC- Lake Corriher is ranked 50th Most Played Course in NC.
- According to UDisc, there are over 15,000 courses in the United States- Lake Corriher is ranked 921st Most Played Course in the United States.
- In 2024, 678 players visited the park course for the first time.
- Players from 30 states and 4 countries visited the course.

Pool Operations:

- The Landis Pool Deck Concrete Repair Project, Project # 25-74 is complete. All the pool deck's old expansion joints have been cut out, the rusty metal has been removed, and new concrete has been poured. During this time, all the bonding wires to the ladders and handrails were inspected. An issue was detected with one ladder. We are waiting for a repair quote.
- Pool cleaning and chemical balancing will resume.
- The Clover POS system is set up for The Landis Pool. We are excited to offer the option of credit card usage at the pool for daily admissions and concessions in the upcoming season.
- We are now hiring for lifeguards and summer staff.

Campsite Reservations: 4 Shelter Rentals: 1 Daily Fishing Passes Sold: 116 State License: 6

Boat Registration: 2 2020 Ford Explorer Mileage: 64542 Ford F250 Mileage: 171505



Department Report

MEETING TYPE: Board of Alderman

DATE: March 17, 2025

SUBMITTED BY: Matthew Geelen, Police Chief

ITEM TYPE: Report

AGENDA SECTION: Departmental Report

SUBJECT:

DETAILS:

Total Calls for Service (Including Self-initiated calls) – 1,289

Self-Initiated Calls – 1,167

Calls for Service – 119

Traffic Stops - 94

Traffic Accidents - 5

Vehicle Mileage:

LPD-081: 146,568	LPD-173: 82,318	LPD-212: 28,628
LPD-101: 107,874	LPD-174: 82,333	LPD-231: 7,706
LPD-151: 77,425	LPD-175: 84,800	LPD-232: 12,294
LPD-161: 77,879	LPD-176: 78,601	LPD-233: 9,005
LPD-171: 81,530	LPD-177: 77,425	



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
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	46
Start Services	18
Stop Services	4
Disconnects	4
Outages	8
Meter/MXU Change Outs	1
Sewer Lift Station Checks	42
Hydrant Routes (Water Quality Flushing)	20
Water Pump Station Checks	22
Stormwater Department	
Work Orders Completed	1
Preventative Maintenance (e.g. Ditch Cleaning, Culvert Jetting, etc.)	3
Street Department	
Work Orders Completed	26
Rowan County Dump Runs	5
Bulk Trash/Debris Routes	5

Electric Department	
Work Orders Completed	131
Start Services	30
Stop Services	10
Disconnects	10
New Temp Services	10
Street/Security Lights Install/Repair	22
Pole Repair/Replace	7
Outages:	
Environmental	3
Load Demand	3
Vehicle Collision	1
<i>Total Outages</i>	7
Reporting Made By	
Go Gov	0
Walk In	50
Phone Call	144



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
SUBMITTED BY: Carly Loflin, AR/UB Coordinator
ITEM TYPE: Report
AGENDA SECTION: Department Reports
SUBJECT: Monthly Report

DETAILS:

Utility Services Monthly Report

CASH PAYMENTS	379
CREDIT CARD PAYMENTS	1368
CHECK PAYMENTS	1159
BANK DRAFT PAYMENTS	489
DISCONNECTIONS	24
AMI ELECTRICAL METERS	3317
REMAINING MANUAL METERS	26
WATER METERS	2225
CUSTOMER USAGE PORTAL	509



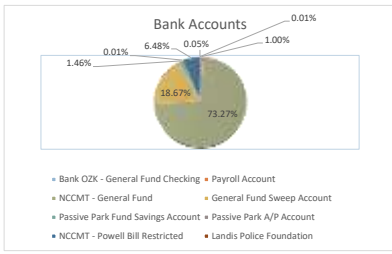
Item Cover Page

MEETING TYPE: Board of Alderman
DATE: March 17, 2025
SUBMITTED BY: Michael D. Ambrose, Town Manager
ITEM TYPE: Report
AGENDA SECTION: Reports
SUBJECT: **Monthly Financial Dashboard**

DETAILS:



Operating Budget Revenues	Budgeted FY24/25	February	FY24/25 YTD	%
Property Tax - Current	2,175,104.00	\$423,904	\$2,099,310	97%
Tax Collection - Prior Years	45,000.00	\$8,562	\$49,123	109%
Vehicle Interest	1,500.00	\$202	\$1,310	87%
Interest and Penalties	10,000.00	\$2,881	\$11,949	100%
Property Tax Auto - Current	228,595.00	\$35,565	\$160,966	70%
Vehicle Tag Fee	65,000.00	\$11,090	\$46,420	71%
Building Rental Fees	7,200.00	\$1,250	\$7,575	105%
Sponsorships	1,500.00	\$0	\$0	0%
Interest on Investments	190,000.00	\$22,243	\$155,849	82%
Interest on Investments - Powell Bill	35,000.00	\$3,028	\$20,789	0%
Police Fees & Fines	850.00	\$0	\$276	32%
First Responder	1,500.00	\$0	\$3,080	205%
Grant Received	19,680.00	\$0	\$30,433	0%
Excise Tax on Piped Gas	11,000.00	\$0	\$537	5%
Franchise Tax on Electric PO	292,927.00	\$0	\$177,602	61%
Sales Tax on Telecommunications	7,931.00	\$0	\$2,373	30%
Sales Tax on Video Programming	9,346.00	\$0	\$2,376	25%
Local Government Sales & Use Tax	910,000.00	\$119,394	\$913,448	100%
Powell Bill Revenues	150,000.00	\$0	\$144,775	97%
ABC Revenue - County	14,000.00	\$4,748	\$12,388	88%
Court Cost	200.00	\$131	\$803	100%
Sales Tax Refund	70,000.00	\$24,699	\$24,699	100%
Planning/Zoning Fees	75,000.00	\$3,870	\$73,169	98%
Code Enforcement Clean-up	-	\$0	\$296	100%
Garbage Collection Fees	340,000.00	\$31,537	\$203,174	60%
Resource Officer Reimburse	170,000.00	\$0	\$184,050	108%
EMS Utility Reimbursement	5,000.00	\$110	\$880	18%
ABC Profits - State	15,000.00	\$0	\$0	100%
Solid Waste Disposal Tax	3,100.00	\$745	\$2,249	100%
East Landis Property Tax	32,000.00	\$8,376	\$35,464	111%
St Utilities Coll County	-	\$958	\$958	100%
East Landis Tax - Prior Years	200.00	\$0	\$0	0%
East Landis Penalties and Interest	1,500.00	\$263	\$1,246	83%
East Landis - Motor Vehicles	4,500.00	\$843	\$3,570	79%
Debt Setoff	100.00	\$0	\$0	100%
Police Service Reimbursement	-	\$1,140	\$4,354	100%
Fire Service Reimbursement	-	\$135	\$270	0%
Insurance Proceeds	-	\$1,864	\$10,568	0%
Sale of Fixed & Surplus Assets	50,000.00	\$525	\$76,450	100%
Rowan Municipal Association	2,000.00	\$168	\$1,464	73%
Fund Balance Appropriated	1,052,174.00	\$0	\$0	0%
Administrative Service Charges	797,422.00	\$0	\$199,356	25%
Park Revenues	155,900.00	\$3,961	\$98,255	63%
Water Service	1,130,000.00	\$88,697	\$684,572	61%
East Landis Water	50,000.00	\$0	\$0	0%
Reconnect Fees	-	\$0	\$18,825	100%
Water Tap Access Fee	-	\$672	\$4,704	100%
Interest on Investments	84,000.00	\$2,913	\$22,747	27%
Miscellaneous Income	-	\$0	\$6,155	0%
Tap Fees - Water	50,000.00	\$2,578	\$18,121	36%
Grant - Water	5,654,870.00	\$0	\$0	0%
Planning Review Fees	-	\$0	\$40,700	0%
Debt Setoff	5,000.00	\$0	\$0	0%
Fund Balance Appropriated	70,375.02	\$0	\$0	0%
Sewer Service Fees	1,024,000.00	\$84,081	\$559,563	55%
Sewer Impact Fees	15,000.00	\$2,968	\$8,904	59%
Interest on Investments	-	\$2,913	\$22,734	100%
Tap Fees	35,000.00	\$0	\$17,103	49%
Grant Received-Sewer	2,703,131.00	\$298,400	\$2,404,731	89%
Fund Balance Appropriated	56,438.00	\$0	\$0	0%
Stormwater Fees	115,000.00	\$9,910	\$69,330	60%
Interest on Investments - Stormwater	2,000.00	\$206	\$1,633	100%
Planning/Zoning Fees	-	\$0	\$44,201	100%
Fund Balance Appropriated	3,147.00	\$0	\$0	100%
Electricity Fees	6,095,000.00	\$630,626	\$3,754,425	62%
Penalties - Electric	100,000.00	\$7,195	\$55,127	100%
Reconnect Fees	40,000.00	\$0	\$12,375	31%
Meter Tampering Fees	1,000.00	\$0	\$400	0%
Pole Attachments	500.00	\$0	\$11,041	100%
Interest on Investments - Electric	70,000.00	\$6,392	\$49,512	71%
Miscellaneous Income	1,000.00	\$0	\$10,880	100%
Underground Service	400.00	\$0	\$0	0%
Payment Return Fees	3,000.00	\$0	\$1,330	44%
Debt Setoff	3,000.00	\$0	\$3,273	100%
Sale of Surplus Assets - Electric	8,000.00	\$0	\$0	0%
Vendor Reimbursement	982,979.00	\$0	\$983,123	0%
RE Appropriated - Electric	331,172.00	\$0	\$0	0%
TOTAL	25,584,241.02	\$1,849,743	\$13,567,361	53%



Bank Balances	
Bank OZK - General Fund Checking	\$1,000 0.01%
Payroll Account	\$7,995 1.00%
NCCMT - General Fund	\$9,362,471 73.27%
General Fund Sweep Account	\$2,385,308 18.67%
Passive Park Fund Savings Account	\$186,105 1.46%
Passive Park A/P Account	\$1,000 0.01%
NCCMT - Powell Bill Restricted	\$827,972 6.48%
Landis Police Foundation	\$6,409 0.05%
TOTAL	12,778,260 100%

Operating Budget Expenditures	Budgeted FY24/25	February	FY24/25 YTD	%
Administration	\$1,401,850	\$98,398.58	\$835,837.37	60%
Police Department	\$1,608,183	\$144,655.72	\$991,012.52	62%
Fire Department	\$1,493,496	\$70,740.94	\$1,083,474.04	73%
Streets Department	\$1,529,213	\$76,078.11	\$880,537.33	58%
Sanitation Department	\$310,000	\$22,499.78	\$157,249.06	51%
Parks and Recreation	\$547,462	\$21,630.13	\$362,481.72	66%
Electric Department	\$7,636,051	\$857,361.00	\$4,172,563.32	55%
Water Department	\$6,673,382	\$41,348.42	\$3,096,890.13	46%
Sewer Department	\$3,905,432	\$95,279.20	\$1,028,159.30	26%
Storm Water Department	\$120,147	\$245.01	\$29,023.85	24%
Debt Service - Municipal Loan/Copiers	\$60,025	\$0.00	\$54,519.97	91%
Debt Svc-USDA Bonds/Sewer Eq/Srf Loan	\$299,000	\$0.00	\$55,228.91	18%
Total Expenditures	\$25,584,241	\$1,428,237	\$12,746,978	50%

Landis Police Foundation	Balance \$6,409	February	FY 25
Revenues - Sponsorships & Interest		\$1,755	\$12,413
Expenditures		\$225	\$12,451
Passive Park Fund	Balance \$187,105	February	FY 24/25
Revenues - Sponsorships & Interest		\$1,755	\$8,208
Expenditures		\$384	\$15,259
Downtown Revitalization Grant (Project #25-6)	Completed		
Revenues			\$100,000
Expenditures	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
Repair on Town Crier Clock			\$8,565
Christmas Banners			\$2,625
Banners for all Seasons			\$12,237
Totals	\$0	\$0	\$100,000

Powell Bill	Balance \$268,327	Revenues	Expenditures	
Revenues	\$0.00	\$0	\$144,775	
Expenditures		Allocated	Expensed	Completed
Rent Street Sweeper				\$3,400
Traffic Directional/Speed Signs				\$3,340
Sidewalk Project (project #25-28)				\$15,750
Stormwater Repair (Jefferson Heights)				\$6,358
Asphalt Repair (Kimball Rd)				\$26,000
Paving		\$217,233		\$0
Totals		\$217,233		\$90,848



Town Manager Report Month of February 2025

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

1. The Elevated 150,000 Gallon Water Tank Grant Project construction has begun at the Town's Public Works Facility. This tank project is fully funded from State ARPA dollars, and did not require a local match. This tank will increase the water flow on the system and area.
2. The Lake Landis Dam Project has completed phase 1, which was to remove all vegetation from the dam. The next phase will consist of breaching the dam to make the necessary repairs, and this will take some time. Town Staff are working with State Partners to secure funding for the project, so this dam can be fully repaired.
3. Town Staff and I have been working with FEMA to secure our reimbursement funds from the 2023 Tornado Event, Tropical Storm Debby, and Hurricane Helene damages. This process will take some time; however, the town will be able to recover most of the damages these storms caused.
4. Town Staff are continuing to search for and secure grant funding for all departments. The Town currently has received over 11 million dollars in funding, which requires administration of those funds through monthly, quarterly, and yearly progress reports. These reports take extensive time, and effort to stay on top of them so the town doesn't lose the grant funding. Therefore, I propose this month to add an Accounting Technician 2 position who will oversee all the reporting and ensure the funds are returned to the town.
5. The other position being proposed is for a facilities manager in our Parks and Recreation Department. This position will oversee the pool functions during the summer months, and the other facilities outside of Lake Corriher Wilderness Park in the off season.
6. The Town's Wayfinding Sign Project is finally moving forward. This project was funded and executed by Rowan County Tourism, and town staff are excited to see this project come to fruition. The Town appreciates Rowan County Tourism's partnership to make the signage a reality.
7. The Town's 2024 paving contract is behind schedule (according to the contractor) however it should be completed in the Spring of 2025. We will post the affected roadways on our website, and social media outlets around that timeframe, so citizens will be aware of any detours.
8. South Main Street / South Upright Street Sewer Line Replacement Project remains in the construction phase. Town Staff will post on social media, and webpages, as soon as we are notified of any roadway closures, or temporary outages that this project could bring.

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

Thank you,
Michael D. Ambrose

2025

MARCH



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	1
2	3	4	5	6 Board of Aldermen Work Session Meeting: 5:30PM	7	8
9	10	11	12 Cone With a Cop 3-4 PM @ Landis Creamery	13	14	15
16	17 Board of Aldermen Regular Scheduled Meeting: 6:00PM	18 Planning Board Meeting: 6:00PM	19 Budget Retreat 9AM-12PM	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

NOTE

EVENTS 2024 - 2025

UPCOMING

- NOV 26** CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT
- DEC 14** CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE
- APR 04** DOWNTOWN CAR CRUISE-IN BEGINS*
- APR 12** 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



2025

APRIL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 MARCH	31	1	2	3	4 Downtown Cruise-In 5-9PM	5
6	7	8	9	10 Board of Aldermen Work Session Meeting: 5:30PM	11	12 Easter Eggstravaganza 10AM-12PM @ N. Central Ave.
13	14 Board of Aldermen Regular Scheduled Meeting: 6:00PM	15 Planning Board Meeting: 6:00PM	16	17	18 Town Offices Closed in observance of Good Friday	19
20 Easter Sunday	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7 MAY	8	9	10

NOTE

EVENTS 2024 - 2025

UPCOMING

- NOV 26** CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT

- DEC 14** CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE

- APR 04** DOWNTOWN CAR CRUISE-IN BEGINS*

- APR 12** 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