



# BOARD OF ALDERMAN SPECIAL CALLED MEETING

Tuesday, November 12, 2024 at 6:00 PM

Landis Board Room

## AGENDA

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**PLEASE SILENCE ALL CELL PHONES**

### 1. INTRODUCTION:

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

### 2. CONSENT AGENDA:

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

- [2.1](#) Consider Approval of Meeting Minutes from October 14, 2024, Board of Alderman Regular Scheduled Meeting and from October 23, 2024, Board of Alderman Special Called Meeting
- [2.2](#) Consider Approval of Closing Town Hall at 10:00 AM on November 26, 2024, in Preparation for the Southern Rowan Christmas Parade

### 3. PRESENTATIONS:

- [3.1](#) Consider Swearing in of Deputy Town Clerk (Maddalyn Shuffler)
- [3.2](#) Consider FY24 Audit Presentation from Martin and Starnes

### 4. CITIZEN COMMENTS:

*All citizen comments are limited to 3 minutes.*

- 4.1 Citizens' Comments

**5. ORDINANCES/RESOLUTIONS:**

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

**6. CONSIDERATIONS:**

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

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

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

[6.4](#) Consider Approval of the Waste Water Treatment Plant Feasibility Joint Study with the City of Kannapolis

[6.5](#) Consider Approval of Adding Employee Voice Module to Paylocity

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

**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)

**9. CLOSING:**

9.1 Board Comments

9.2 Motion to Adjourn



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

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

**DETAILS:**



# BOARD ALDERMAN

Monday, October 14, 2024 at 6:00 PM

Landis Board Room

## MINUTES

### PLEASE SILENCE ALL CELL PHONES

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

**Staff Present:** Town Manager Michael Ambrose, HR Director/Town Clerk Madison Stegall, Deputy Town Clerk Angie Sands, Deputy Town Clerk Maddalyn Bergeron, Police Chief Matthew Geelen, Fire Chief Jason Smith, Public Works Director Blake Abernathy, Parks and Rec Director Jessica St. Martin, Town Attorney Rick Locklear, Assistant Planning, Zoning & Subdivision Administrator Ashley Lattin

### 1. INTRODUCTION:

#### 1.1 Call Meeting to Order

Mayor Meredith 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 MOVE ITEM 2.3 OUT OF THE CONSENT AGENDA AND MAKE IT ITEM 6.5 UNDER CONSIDERATIONS.**

Moved by: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

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

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

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

## 2. CONSENT AGENDA:

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

**ACTION: A MOTION WAS MADE TO TABLE ITEM 2.7 FROM THE CONSENT AGENDA.**

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

**ACTION: A MOTION WAS MADE TO APPROVE THE CONSENT AGENDA AS PRESENTED WITH THE EXCEPTION OF ITEM 2.3 AND ITEM 2.7.**

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

- 2.1 Consider Approval of Meeting Minutes from September 9, 2024, Board of Alderman Regular Scheduled Meeting
- 2.2 Consider Approval of Longevity Pay for Full-Time Employees
- ~~2.3 Consider Approval of the Painting of Town Hall Roof~~ **Moved to Item 6.5**
- 2.4 Consider Approval of Four 167kVA Electric Transformers for the New Landis Apartments Development Project
- 2.5 Consider Approval to Purchase Strong Arm Extrication Tool, in the Amount of \$7,185.05, from Municipal Emergency Services
- 2.6 Consider Approval of Utilizing Cannon Foundation Grant Funds to Purchase Five New Ballistic Vests for the Police Department
- 2.7 Consider Approval of the Calendar Year 2025 Board Meeting Schedule **TABLED**

## 3. PUBLIC HEARINGS:

**3.1 Consider Annexation ANNEX-2024-10-14 and Zoning Map Amendment ZMA-2024-10-14-1 - Simmons to SFR-3**

Assistant Planning, Zoning, & Subdivision Administrator Ashley Lattin gave a brief overview of the Annexation and Zoning Map Amendment. The property owner at 0 W Davis Street, approximately 4.37 acres, is requesting to bring the property into the town limits designated to SFR-3. The first part of their property is already inside town limits. The owner is looking to bring the property into town limits, so they have access to water and sewer.

**ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR SIMMONS TO SFR-3.**

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

No Comments or Questions were made.

**ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR SIMMONS TO SFR-3.**

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

**ACTION: A MOTION WAS MADE TO ADOPT ANNEXATION ORDINANCE #ANNEX-2024-10-14.**

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

**ACTION: A MOTION WAS MADE TO ADOPT ZONING MAP AMENDMENT ORDINANCE #ZMA-2024-10-14-1.**

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

**3.2 Consider Zoning Map Amendment ZMA-2024-10-14-2 - Legendre to CIV**

Assistant Planning, Zoning, & Subdivision Administrator Ashley Lattin gave a brief overview of Zoning Map Amendment ZMA-2024-10-14-2 – Legendre to CIV. Mrs. Lattin stated that the subject property located at 0 S Chapel Street has a 0.152 acre lot that lies across S Beaver Street. The property owners are asking this lot to be zoned as Civic so they are able to host events of public interest. Alderman Ryan Nelms asked Mrs. Lattin to give an explanation on how the zoning of Civic for this property came about due to Article 8.1 of the LDO stating no sales should be made on land that is zoned Civic. Mrs. Lattin stated that the property owners have chosen Civic so they are able to host events of public interest with a permit. Alderman Ashley Stewart asked for clarification that if the property is zoned as Civic, the tax rate liability would be nullified which was then confirmed by Mrs. Lattin.

**ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2024-10-14-2 - LEGENDRE TO CIV.**

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

**Public Hearing Comments:**

Kathy Legendre 627 S Chapel St – “I have pictures digitally if you need to see them bigger. Here is a picture of the barn it is 16x24, we are told it is an old pony barn that was built in the 1900s that was originally attached to the old farmhouse right next door to us and is about 10 feet outside of the backdoor to our house now, so that is why we are proposing to move it over. It is dilapidated, it's falling, it's going to get a new foundation, new siding, new roof, obviously, make it completely safe”

Mayor Smith asked Assistant Planning, Zoning, & Subdivision Administrator Ashley Lattin “How many yard sales do we allow citizens to have a year?” Mrs. Lattin stated that they are allowed three per year that can go on for four days.

Kathy Legendre – “So it's 6 sales, we would be allowed to have them every 40 days but are proposing only 6 sales, it would be Friday, Saturday, and Sunday. So that's 6 sales for three days. Again, that

would all be mandated by the permit” Mrs. Lattin stated that the property owners would have to have a zoning compliance permit every year.

Alderman Ryan Nelms “I’ll say my biggest concern is that with Civic Zoning, we just had three apartment buildings built on top of civic property that was zoned that way and sold after the fact, so I’m trying to be a little bit protective of the civic property.”

Kathy Legendre – “I don’t know if you have driven down Beaver Street lately, it’s a dumping ground. We pick up couches, trash, all kinds of things, so we are proposing to beautify this tiny little triangle. I don’t think you can build a house on it; I don’t think you can put a tent on it. It’s more of the size of the property you would have to keep in mind.”

Alderman Ryan Nelms added “I think it comes down to if we approve it for this, it’s now a standard so other properties can now go along with this based on size. So that’s why I’m looking at this a different way. I’m trying to protect us as we grow.”

Discussion was had between the Town Attorney Rick Locklear, Mayor Smith, Mayor Pro-Tem Ashley Stewart, Alderman Ryan Nelms, Alderman Darrell Overcash, and Assistant Planning, Zoning, & Subdivision Administrator Ashley Lattin, regarding the definition of Civic Zoning.

**ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2024-10-14-2 - LEGENDRE TO CIV.**

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

**ACTION: A MOTION WAS MADE TO ADOPT ZONING MAP AMENDMENT ORDINANCE #ZMA-2024-10-14-2.**

Moved by: Ashley Stewart, seconded by Tony Corriher  
Motion Passed: (3-1)  
Voting For: Ashley Stewart, Tony Corriher, Darrell Overcash  
Voting Against: Ryan Nelms

**4. ORDINANCES/RESOLUTIONS:**

**4.1 Consider Approval of Resolution #2024-10-14-1 and Approval of Grant Project Ordinance #2024-10-14-3 and Corresponding Budget Amendment #10 to Receive \$7,500 in Funds from the Erie Insurance Fire Grant for a Strong Arm Extrication Tool**

Town Manager Michael Ambrose gave a brief overview of the Resolution and Ordinance for the Corresponding Budget Amendment pertaining to grant funds received from Erie Insurance to be used for the purchase of a Strong-Arm Extrication Tool.

**ACTION: A MOTION WAS MADE TO ADOPT RESOLUTION #2024-10-14-1 AND TO ADOPT GRANT PROJECT ORDINANCE #2024-10-14-3 AND TO ADOPT CORESPONDING BUDGET AMENDMENT #10 TO RECEIVE \$7,500 IN FUNDS FROM THE ERIE INSURANCE FIRE GRANT.**

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

**4.2 Consider Approval of Resolution #2024-10-14-2 and Approval of Grant Project Ordinance #2024-10-14-4 and Corresponding Budget Amendment #9 to Receive \$7,180 in Funds from the Cannon Foundation Grant for the Purchase of Five New Ballistic Vests for the Police Department**

Town Manager Michael Ambrose gave a brief overview of the Resolution and Ordinance for the Corresponding Budget Amendment regarding the receiving of grant funds to purchase five new ballistic vests for the Police Department. It is a 100% grant-funded project, and no tax dollars will be going toward the purchase.

**ACTION: A MOTION WAS MADE TO ADOPT RESOLUTION #2024-10-14-2 AND TO ADOPT GRANT PROJECT ORDINANCE #2024-10-14-4 AND TO ADOPT CORRESPONDING BUDGET AMENDMENT #9 TO RECEIVE \$7,180 IN FUNDS FROM THE CANNON FOUNDATION GRANT.**

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

**4.3 Consider Approval of the Christmas Parade Street Closure Ordinance #2024-10-14-5**

**ACTION: A MOTION WAS MADE TO ADOPT ORDINANCE #2024-10-14-5.**

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

**4.4 Consider Approval of the Fall Festival Street Closure Ordinance #2024-10-14-6**

**ACTION: A MOTION WAS MADE TO APPROVE ORDINANCE #2024-10-14-6.**

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

**5. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

**5.1 Citizens' Comments**

- Nadine Cherry – 410 W. Garden Street – “Some of this that I am fixin’ to do, say, was taken from the minutes and the agenda that I got. Consider approval of creating a tunnel from Town Hall to the Board Room. Town Manager Michael Ambrose gave a brief overview of how the pathway would be an exit point for Town Hall to the Board Room without having to go outside. The door would be accessible from Town Hall across from the planning department and go to the back of the Board Room. Alderman Corriher stated that he thinks we should get a few more bids on this. Manager Ambrose expressed that we have received three bids so far, Carolina Construction being the most cost effective \$26,437. The recommendation is for this pathway be funded from the capital improvement fund which is the old ARPA fund. Mayor Smith expressed that this is a safety concern that has been brought to her attention and that there is not a second way to get out of the Board Room. With building the pathway on that side, there could be possible talks of different layouts of



the Board Room, that way if need be, there would be a way we could get away. Mayor Smith, I remind you there is a hallway from the restroom, which is for a handicap ramp, down to the exit door toward Rice Street. Those doors have been locked due to the fact the room at the end was turned into an office for the Fire Chief/ADA Coordinator. Plus, I know there is a water fountain in that room that was another exit that you allowed to be closed. Quit wasting our tax dollars. It would be nice to know if our ADA Coordinator has been fully trained. I do have pictures of the Police Officers and Police Chief standing behind me the other month when I was told I can no longer sit where I had been sitting. 9.1 Board Comments, Town Manager Ambrose stated that the town-wide scheduled power outage is scheduled for.” (3-minute time limit reached)

**6. CONSIDERATIONS:**

**6.1 Consider Approval of New Substation to Increase Capacity and Provide Redundancy of Our Electric System**

Town Manager Michael Ambrose gave a brief overview of adding a new substation that would allow for our electric grid to expand for the growth of the future and aid in keeping power on for our citizens when outages are needed for upgrades in the future. The scale of this project \$3,500,000 to \$4,100,00. At this time there is no need to seek any funds such as loans or bonds as this process is very lengthy and we are just looking to begin this process.

**ACTION: A MOTION WAS MADE TO APPROVE THE START OF A NEW SUBSTATION TO INCREASE CAPACITY AND PROVIDE REDUNDANCY OF OUR ELECTRIC SYSTEM.**

Made by: Ashley Stewart, seconded by Tony Corriher

Passed: (4-0)

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

**6.2 Consider Approval to Remove and Replace the Boardwalk From Lake Corriher Park Office to Lake Corriher Fishing Pier**

Parks and Recreation Director Jessica Martin gave a brief overview of the removal and replacement of the Boardwalk at Lake Corriher Wilderness Park. The current boardwalk is just over 10 years old and is rotting with broken board and rails. The Town received three quotes for this project and is recommending we proceed with Brazzawood due to their cost effectiveness and timeline that will have construction started within two weeks.

**ACTION: A MOTION WAS MADE TO APPROVE THE REMOVAL AND REPLACEMENT OF THE BOARDWALK FROM LAKE CORRIHER PARK OFFICE TO LAKE CORRIHER FISHING PIER AND AWARD THE PROJECT TO BRAZAWOOD LLC IN THE AMOUNT OF \$23,500.**

Made by: Ashley Stewart, seconded by Tony Corriher

Passed: (4-0)

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

**6.3 Consider Approval of a Partnership with Rowan County Health Department / Town of Landis Walking Map**

Parks and Recreation Director Jessica Martin gave a brief overview of the partnership between the Rowan County Health Department and The Town of Landis. There is no cost for this project as this will be completely paid for by grant money coming from the Rowan County Health Department. The Board discussed some potential walking paths.

**ACTION: A MOTION WAS MADE TO APPROVE A PARTNERSHIP WITH ROWAN COUNTY HEALTH DEPARTMENT/TOWN OF LANDIS WALKING MAP.**

Made by: Ashley Stewart, seconded by Tony Corriher

Passed: (4-0)

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

**6.4 Consider Approval of the DC and Frances Linn Brick Donation Project**

D. C. And Frances Linn Community Park Committee Chair Michelle Gray gave a brief overview of the Brick Donation Project. The committee met last month and approved pricing for the Brick Donation Project, with \$75.00 being for Veterans and \$100.00 being for all Non-Veterans. The bricks will be engraved and placed throughout D.C. and Frances Linn Park.

Mayor Smith asked if there is a commercial rate being offered for businesses.

Committee Chair Michelle Gray expressed that this is something that the committee would be happy to discuss during their next meeting.

**ACTION: A MOTION WAS MADE TO APPROVE THE D.C. AND FRANCES LINN BRICK DONATION PROJECT.**

Made by: Ashley Stewart, seconded by Ryan Nelms

Passed: (4-0)

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

**6.5 Consider Approval of the Painting of Town Hall Roof**

Town Manager Michael Ambrose gave a brief explanation of the painting of the Town Hall roof. The Town has received a quote from an existing contractor who is on site, Carolina Construction Entities, for about \$15,000.00 to re-paint the roof black or any color chosen by the board.

Alderman Ryan Nelms asked why this project was not included when the board approved the painting of Town Hall last month.

Town Manager Michael Ambrose expressed that the roof was not included due to it being a metal roof and having to get more information on the roof itself.

Discussion was had amongst Board members and Town Manager regarding potential roof warranties.

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

Made by: Ashley Stewart, seconded by Ryan Nelms

Passed: (3-1)

Voting for: Ashley Stewart, Tony Corriher, Ryan Nelms

Voting Against: Darrell Overcash

**7. REPORTS:**

**7.1 Departmental Report (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 Board Packet)**

- October 26<sup>th</sup> – Fall Festival
- November 7<sup>th</sup> – Board of Alderman Work Session
- November 11<sup>th</sup> – Town Hall Closed in Observance of Veterans Day
- November 12<sup>th</sup> – Board of Alderman Meeting at 5:30PM
- November 19<sup>th</sup> – Planning Board Meeting at 6:00PM
- November 26<sup>th</sup> – Southern Rowan Christmas Parade – Town Hall Closing at 10AM
- November 28<sup>th</sup>-29<sup>th</sup> – Town Hall Closed in Observance of Thanksgiving Holiday

**9. CLOSING:**

**9.1 Board Comments**

**9.2 Motion to Adjourn**

**ACTION: A MOTION WAS MADE TO ADJOURN AT 7:13 PM.**

Moved By: Ashley Stewart, seconded by Ryan Nelms

Passed: 4-0

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

Respectfully Submitted,

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Madison T. Stegall, Town Clerk



# BOARD OF ALDERMEN SPECIAL CALLED MEETING

Wednesday, October 23, 2024 at 5:30 PM **RECESSED TO**  
**Thursday, October 24, 2024 at 4:30 PM**

Landis Board Room

## MINUTES

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PLEASE SILENCE ALL CELL PHONES

### October 23, 2024:

**Members Present:** Mayor Meredith Smith, Alderman Ryan Nelms, Alderman Tony Corriher, Alderman Darrell Overcash

**Members Absent:** Mayor Pro-Tem Ashley Stewart

**Staff Present:** HR Director/Town Clerk Madison Stegall, Town Attorney Rick Locklear

### October 24, 2024:

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

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

### 1. INTRODUCTION:

#### 1.1 Call Meeting to Order

Mayor Smith called the meeting to order at 5:31 PM.

#### 1.2 Welcome

Mayor Smith welcomed those in attendance.

#### 1.3 Adoption of Agenda

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

Moved by: Darrell Overcash, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting for: Darrell Overcash, Ryan Nelms, Tony Corriher

**ACTION: A MOTION WAS MADE TO RECESS THE MEETING UNTIL THURSDAY, OCTOBER 24, 2024, BEGINNING AT 4:30 PM IN THE TOWN OF LANDIS BOARD ROOM.**

Moved by: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting for: Darrell Overcash, Ryan Nelms, Tony Corriher

**ACTION: RECONVENE RECESS: A MOTION WAS MADE TO RECONVENE THE MEETING ON THURSDAY, OCTOBER 24, 2024, AT 4:30 PM.**

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

**2. CONSIDERATIONS:**

**2.1 Consider Motion to Enter Closed Session Pursuant to N.C.G.S. 143-318.11(a)(6) to Discuss Personnel Matters**

**ACTION: A MOTION WAS MADE TO ENTER CLOSED SESSION PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-318.11(a)(6) TO DISCUSS PERSONNEL MATTERS.**

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

Closed Session held in Board Room.

**ACTION: A MOTION WAS MADE TO ADJOURN CLOSED SESSION.**

Moved by: Darrell Overcash, seconded by Ashley Stewart

Motion Passed: (4-0)

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

**ACTION: A MOTION WAS MADE TO AWARD A 10% INCREASE TO THE TOWN MANAGERS' SALARY FOR PERFORMANCE.**

Moved by: Ashley Stewart, Seconded by Darrell Overcash

Motion Passed: (4-0)

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

**3. CLOSING:**

**3.1 Motion to Adjourn**

**ACTION: A MOTION WAS MADE TO ADJOURN THE SPECIAL CALLED MEETING AT 5:59 PM.**

Moved by: Darrell Overcash, Seconded by Ryan Nelms

Motion Passed: (4-0)

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

Respectfully Submitted,

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Madison T. Stegall, Town Clerk



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

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

**DETAILS:**

Consider the approval of closing Town Hall at 10:00 AM on November 26, 2024, in order to provide staff time to prepare for working the Southern Rowan Christmas Parade.



# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Madison Stegall, HR Director/Town Clerk  
**ITEM TYPE:** Oath of Office  
**AGENDA SECTION:** Presentations  
**SUBJECT:** Consider Swearing in of Deputy Town Clerk (Maddalyn Shuffler)

**DETAILS:**



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Presentation

**AGENDA SECTION:** Presentations

**SUBJECT:** **Consider FY24 Audit Presentation from Martin and Starnes**

**DETAILS:**

Tonya Thompson, Senior Auditor at Martin Starnes and Associates, will be presenting the FY24 audit.



# Town of Landis

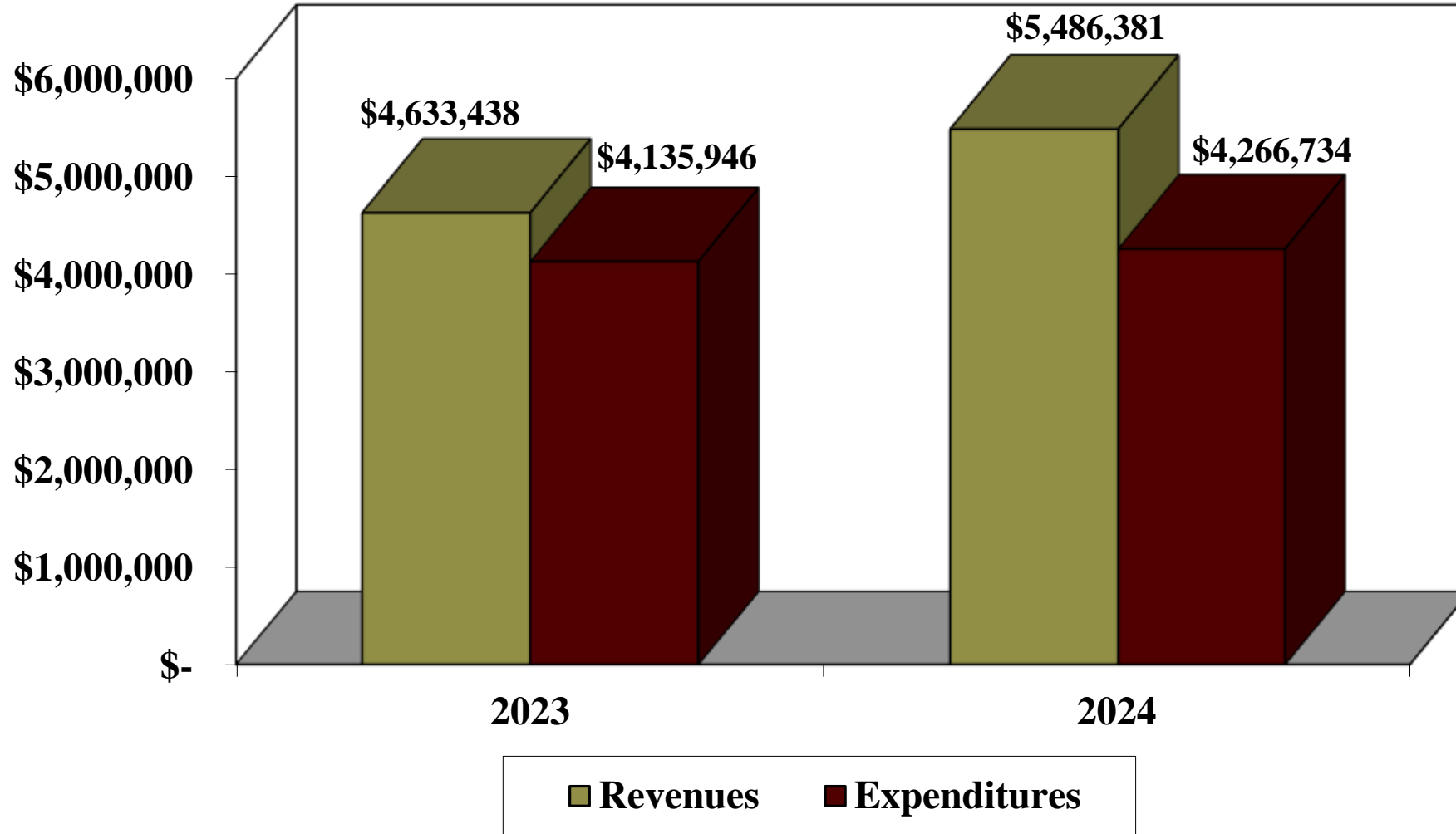
2024 Audited Financial Statements



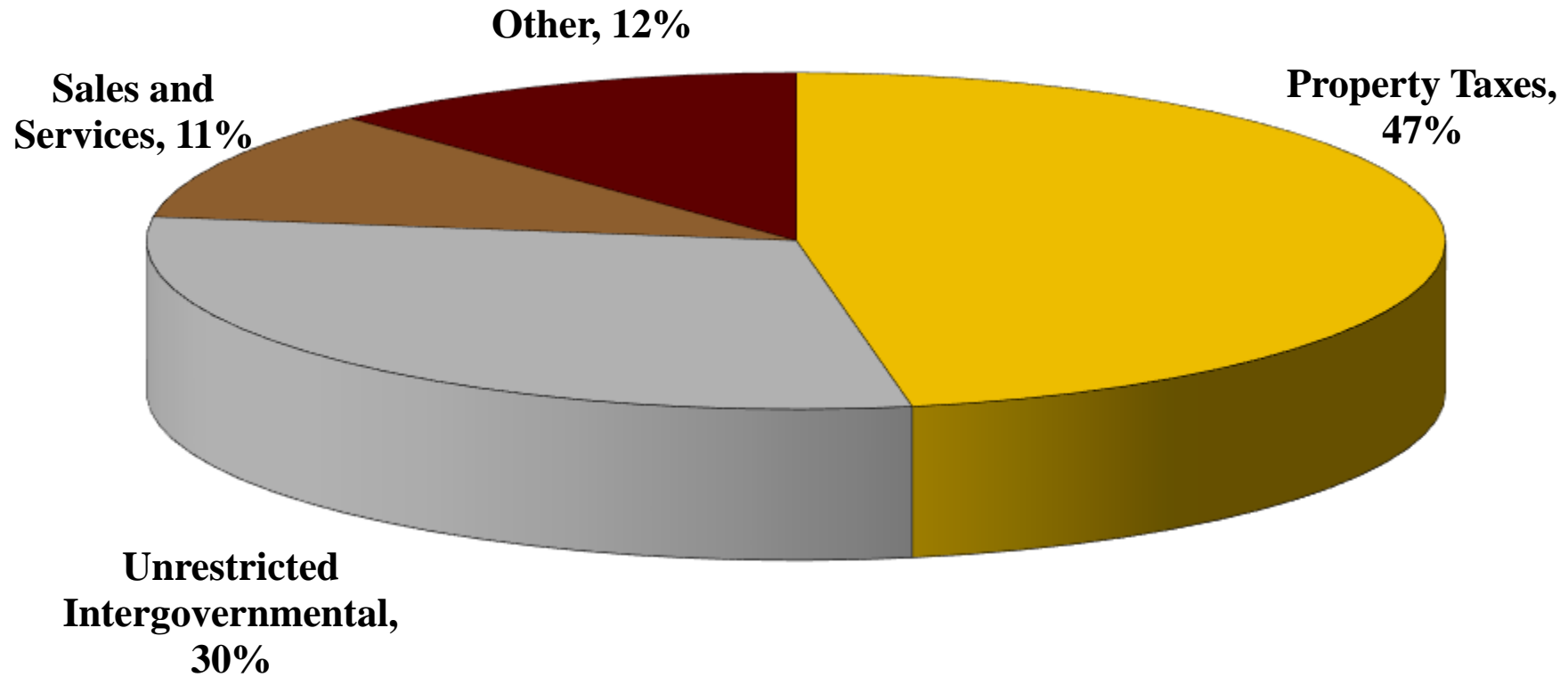
# Audit Highlights

- UNMODIFIED OPINION
- COOPERATIVE STAFF

# GENERAL FUND SUMMARY

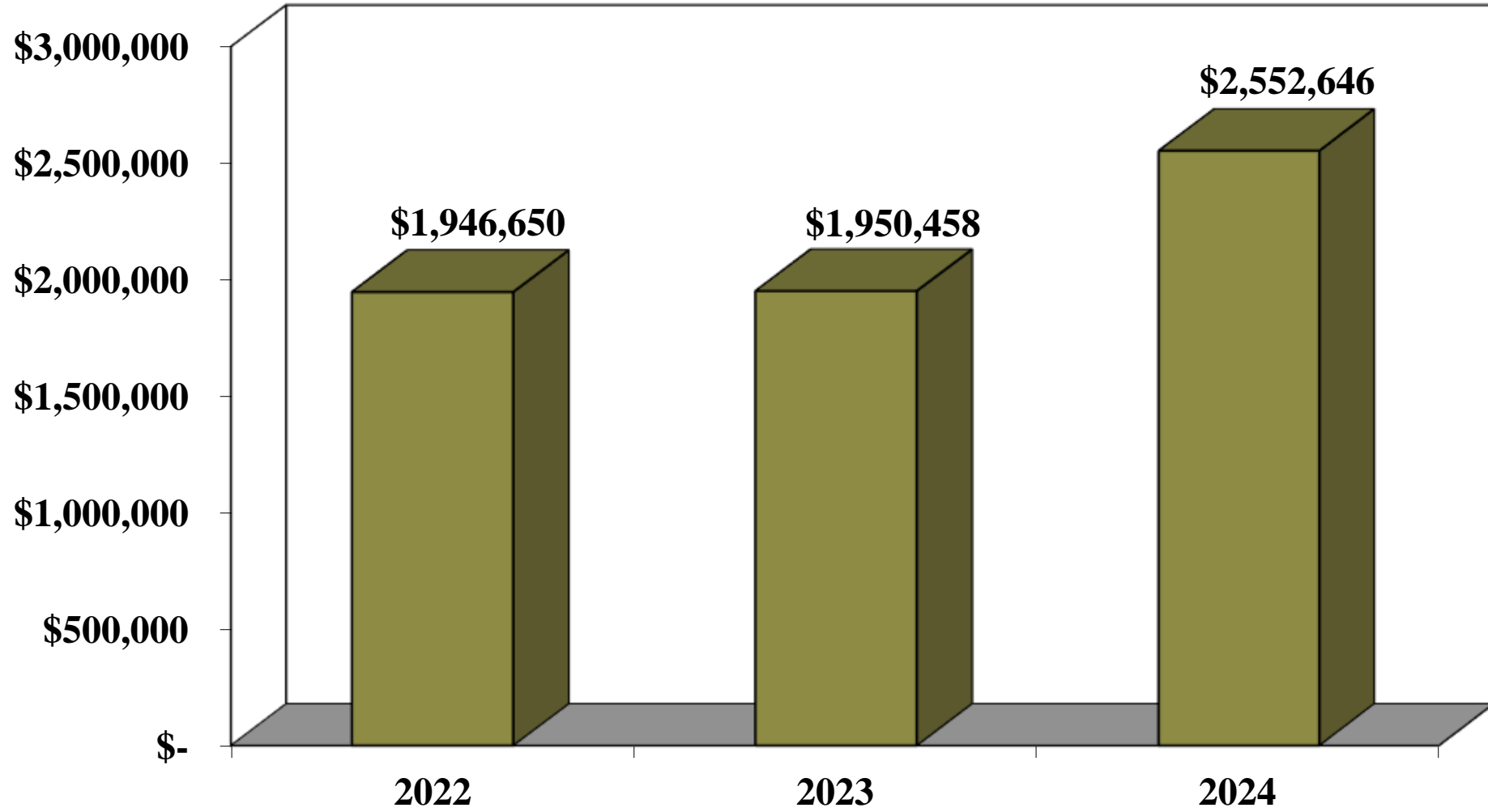


# TOP 3 REVENUES: GENERAL FUND

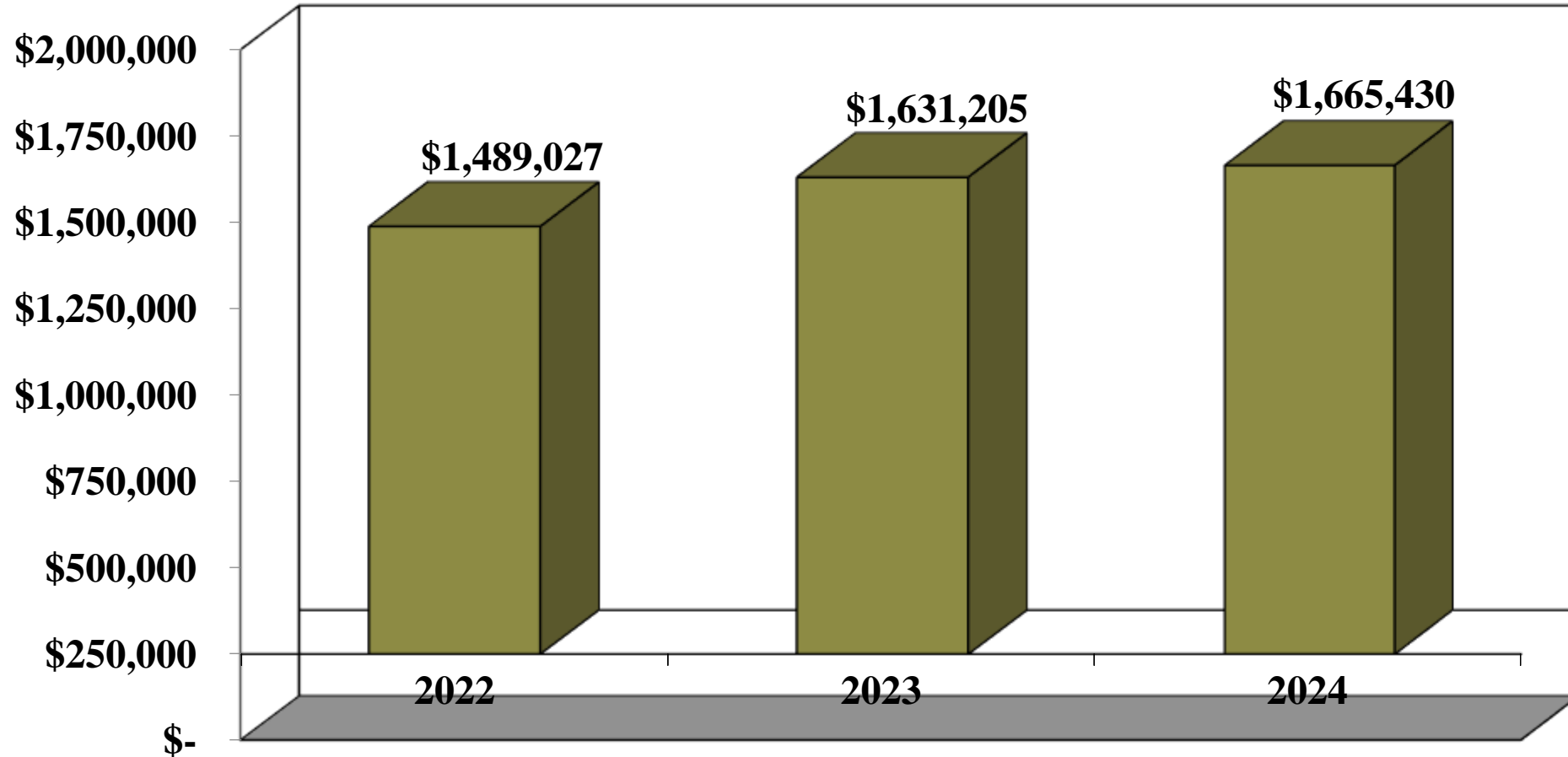


**Total Revenues \$ 5,486,381**

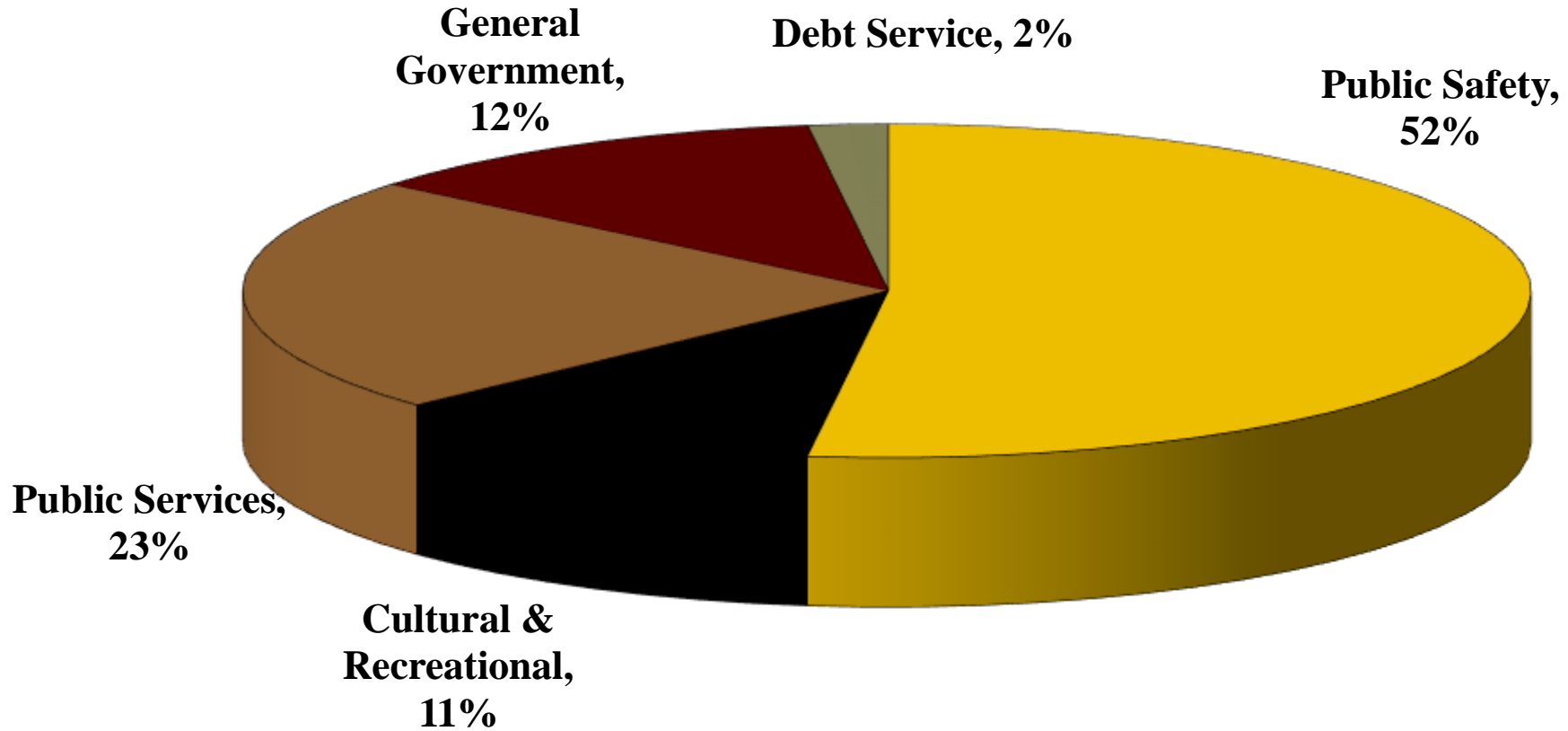
# AD VALOREM TAXES



# UNRESTRICTED INTERGOVERNMENTAL

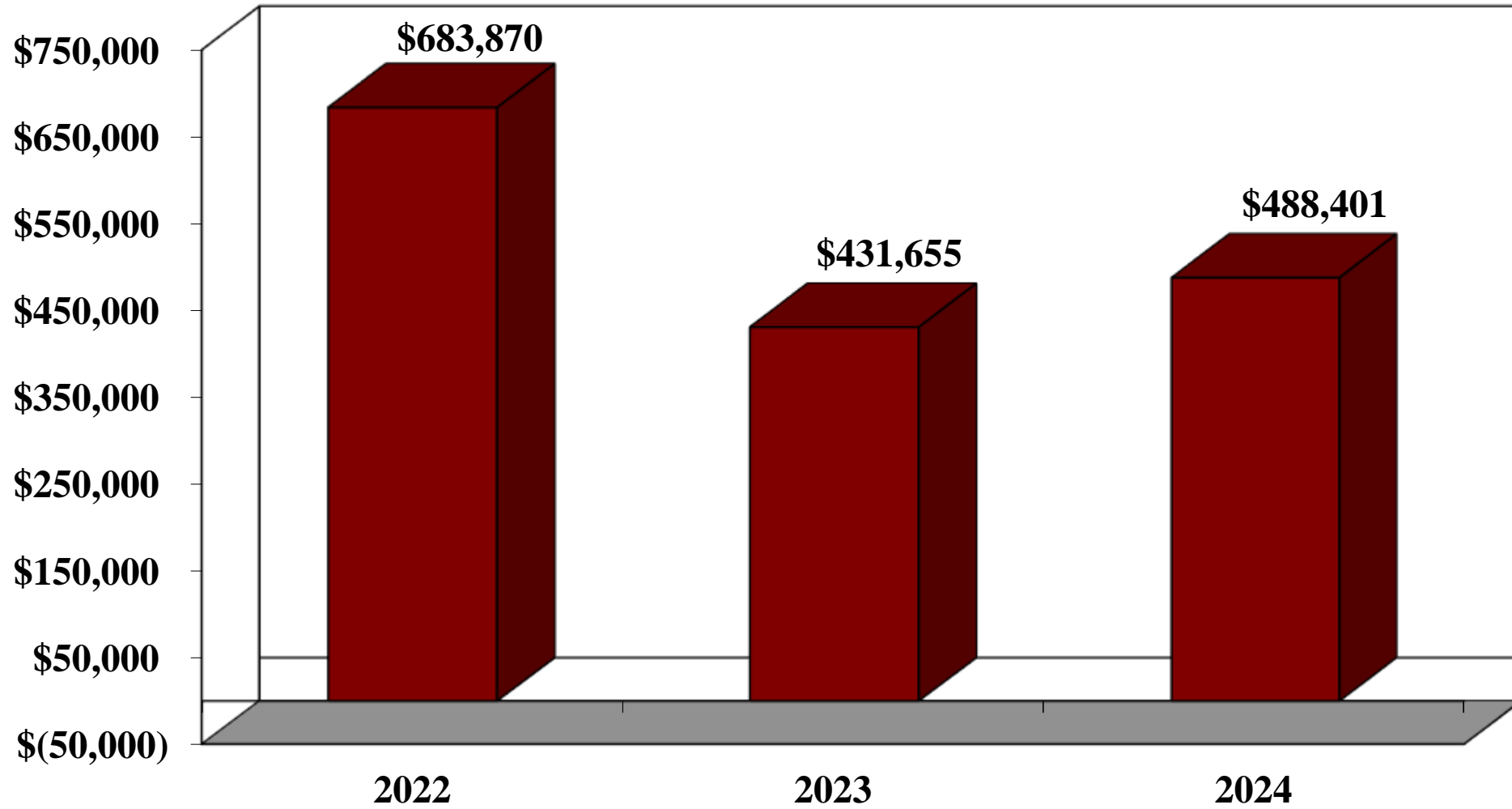


# TOP 3 EXPENDITURES: GENERAL FUND



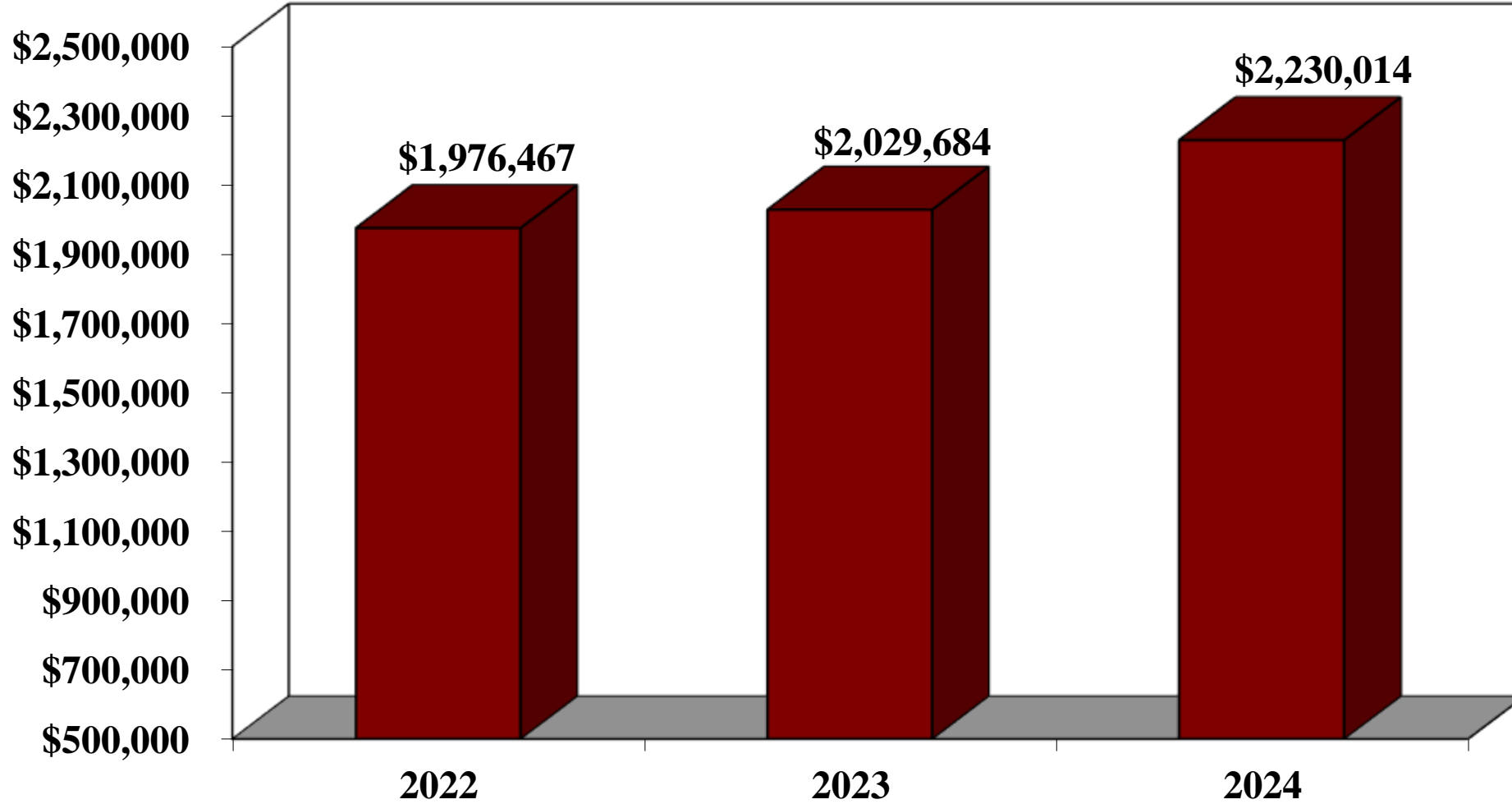
**Total Expenditures \$ 4,266,734**

# GENERAL GOVERNMENT

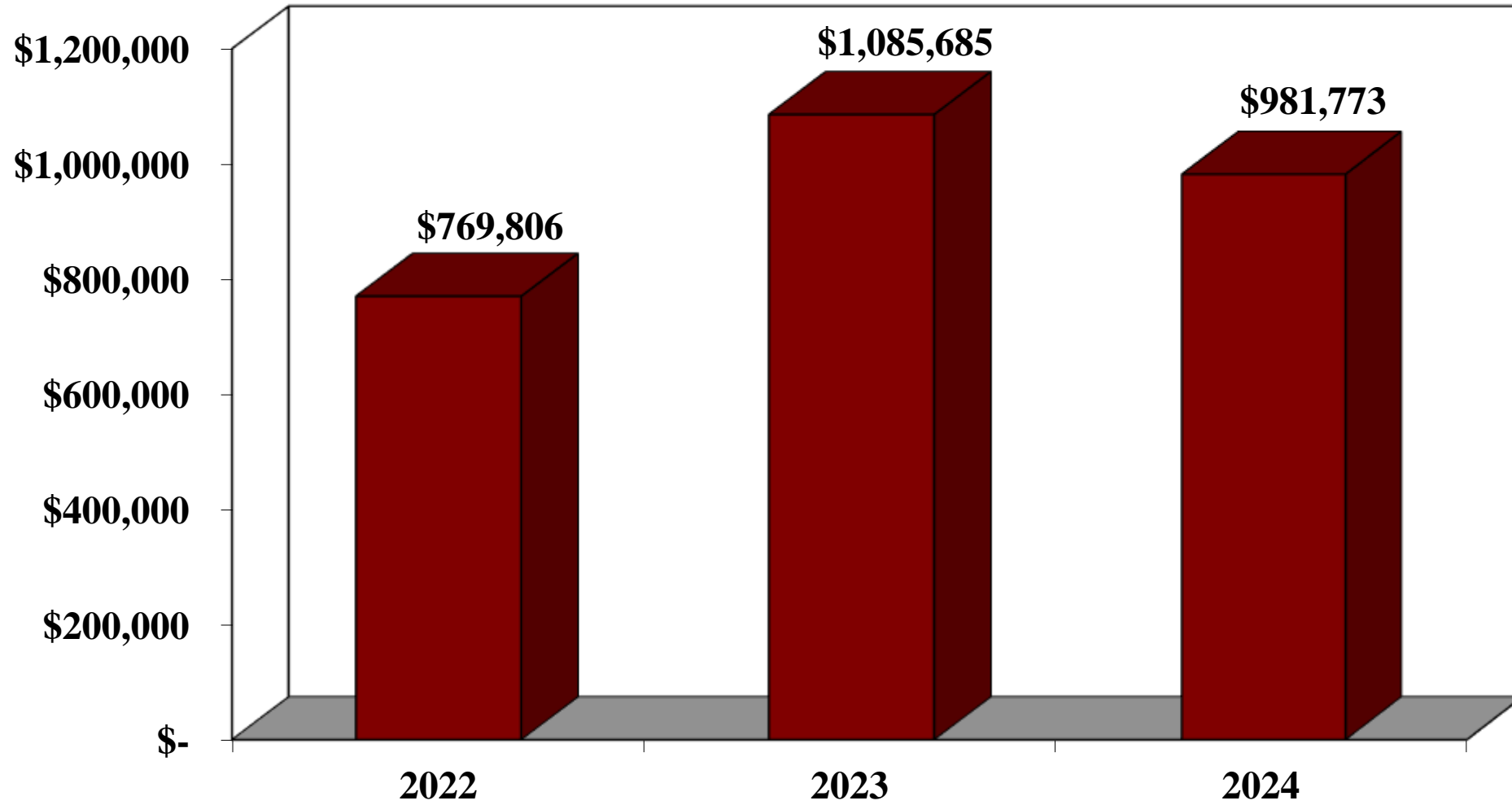




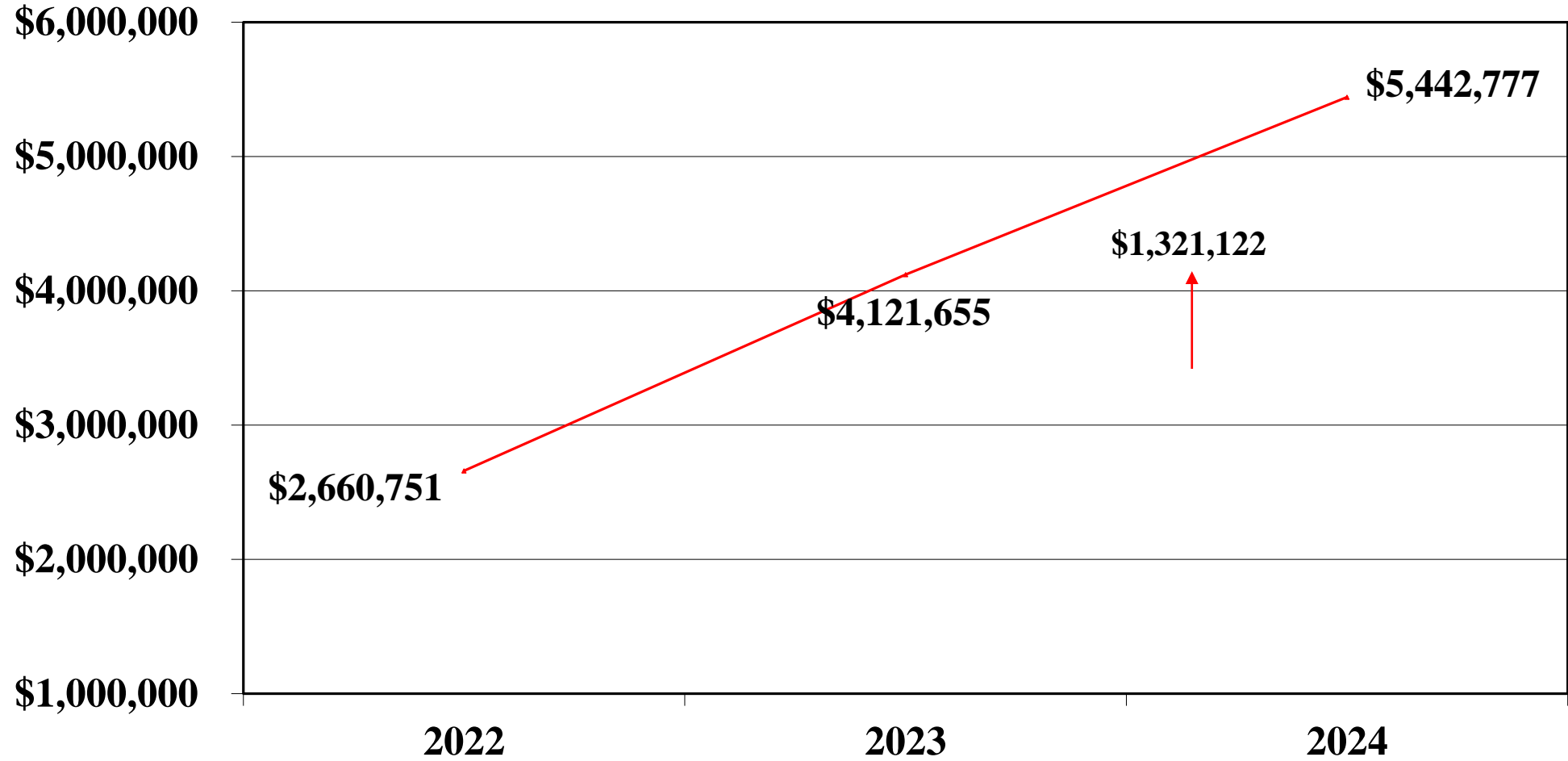
# PUBLIC SAFETY EXPENDITURES



# PUBLIC SERVICES



# TOTAL FUND BALANCE: GENERAL FUND

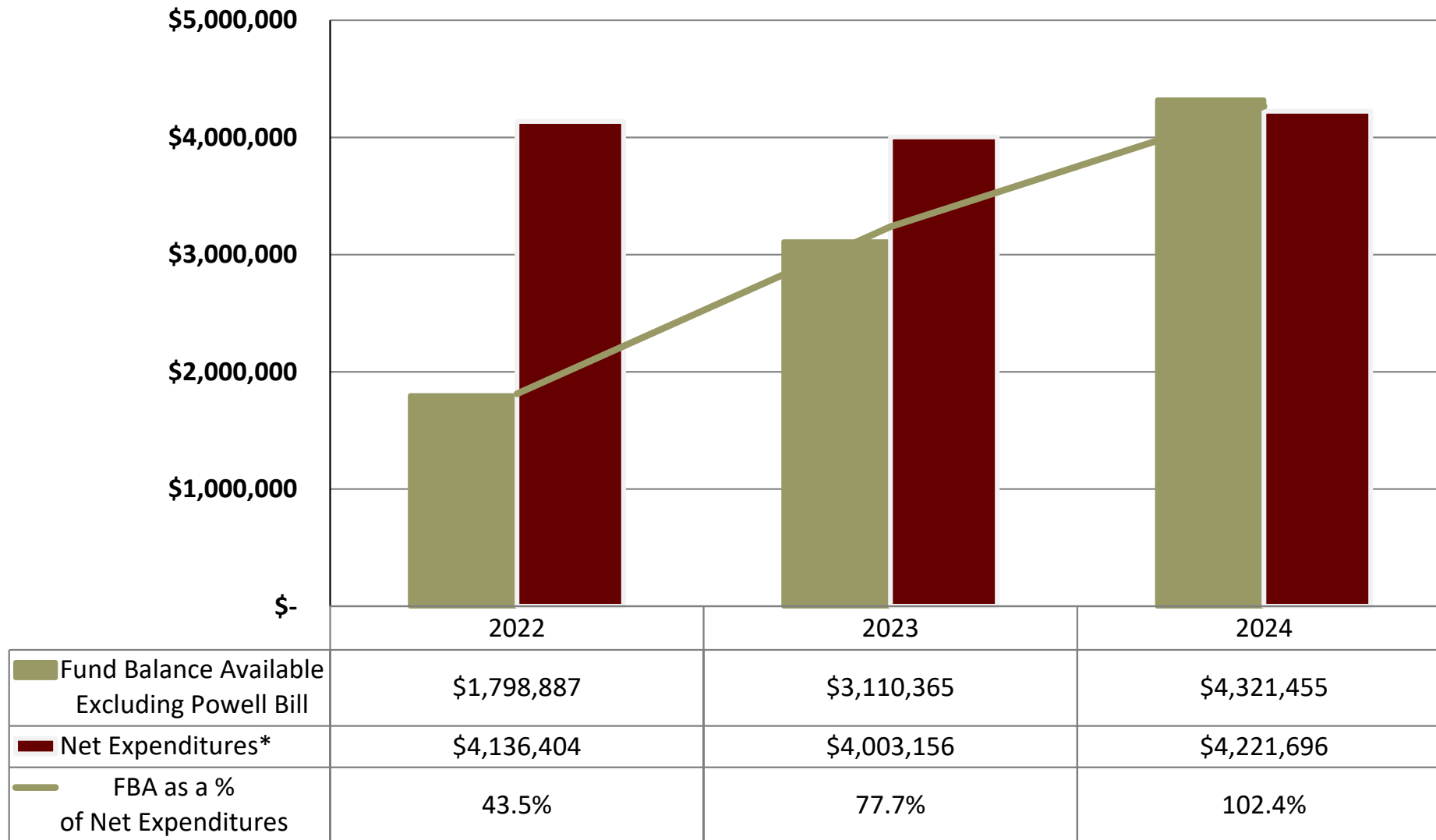


# FUND BALANCE POSITION-GENERAL FUND

Total Fund Balance	\$	5,442,777
Stabilization by State Statute		<u>(453,001)</u>
Available Fund Balance	\$	<u><u>4,989,776</u></u>
Available Fund Balance 2023	\$	3,658,572
Increase in Available FB	\$	1,331,204



# FUND BALANCE - GENERAL FUND



Net expenditures are adjusted for transfers, debt proceeds, and Powell bill expenditures

# WATER & SEWER FUNDS

Cash Flow from Operations	\$	282,749
Total Net Position	\$	9,585,321
Unrestricted Net Position	\$	2,617,584
Change in net position	\$	(299,719)
Quick Ratio		9.93



# ELECTRIC FUND

Cash Flow from Operations	\$	292,673
Total Net Position	\$	5,033,921
Unrestricted Net Position	\$	2,566,540
Change in net position	\$	94,350
Quick Ratio		7.67



# GENERAL PERFORMANCE INDICATORS

- ❖ Performance Indicators – Response Required
  - Material weakness & FPIC – timely reconciliation and reporting issues
  - Material weakness – significant audit adjustments
  - Significant Deficiency – Payroll processing errors
  - FPIC - Age of water and sewer assets .45





# GENERAL PERFORMANCE INDICATORS

- ❖ Positive performance indicators
  - GF fund balance available %
  - Enterprise fund quick ratios
  - Stable property tax valuation & collection %





# Questions?

Tonya Thompson



(828)327-2727



tthompson@msa.cpa



www.msa.cpa





## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

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

**DETAILS:**

Consider Approval of Resolution #2024-11-12 to Close East Mills Street at East Ryder Avenue. This is being brought to the board for consideration at the recommendation of the North Carolina Department of Transportation.



**TOWN OF LANDIS  
RESOLUTION OF INTENT**

**A RESOLUTION DECLARING THE INTENTION OF THE BOARD OF ALDERMAN FOR THE TOWN OF LANDIS TO CONSIDER THE CLOSING OF THE EAST MILLS DRIVE INTERSECTION, WITH EAST RYDER AVENUE, A STATE MAINTAINED STREET LYING NEAR THE INTERSECTION OF US HWY 29, ALSO KNOWN AS CANNON BOULEVARD.**

**WHEREAS**, G.S. 160A-299 authorizes the Board of Aldermen to hold a public hearing prior to the closing of any street or alley road for the purpose of giving consideration to the matters required to be considered in such hearing by said Statute;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Aldermen that:

- (1) The Board intends to consider permanently closing the East Mills Drive Intersection, with East Ryder Avenue.
- (2) A public hearing will be held at 6:00p.m. on the 13<sup>th</sup> day of January 2025 in the Town of Landis Board Room, located at 312 S. Main St.
- (3) The Town Clerk is hereby directed to publish the Resolution of Intent once a week for four successive weeks in the Salisbury Post.
- (4) The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.
- (5) The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Upon motion duly made and seconded, the above resolution was unanimously adopted by the Board of Aldermen at their regularly scheduled meeting held the 12<sup>th</sup> day of November, 2024 in the Town of Landis Council Chambers located at 312 S. Main St.

**This the 12<sup>th</sup> day of November, 2024**

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**Meredith Bare Smith, Mayor**

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**Madison Stegall, Town Clerk**



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

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

**DETAILS:**



# 2025 BOARD MEETING SCHEDULE

Section 6, Item 6.1

## JANUARY

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

## FEBRUARY

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

## MARCH

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

## APRIL

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

## MAY

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

## JUNE

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

## JULY

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

## AUGUST

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

## SEPTEMBER

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

## OCTOBER

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

## NOVEMBER

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

## DECEMBER

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

Key:  Board of Alderman  Work Session  Planning Board  Holiday Observed



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

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

**DETAILS:**

An offer was received in my office, for Parcel #107 056, which is 1.99 acres located on West Taylor Street. This property is a part of the D.C. and Frances Linn properties, so the proceeds will go into the DC and Frances Linn Park Project. This property is valued at \$74,550, and the offer is for \$78,750.

PARID: 107 056  
LANDIS TOWN OF

0 W TAYLOR ST

**Parcel**

**COMMERCIAL GOVT  
EXEMPTION**

Parcel ID: 107 056  
 Twp/NBHD: 01301 : CHINA GROVE 01  
 ESN: 239: LANDIS  
 Tax Dist: 107 TOWN OF LANDIS  
 Zoning: R8-  
 TR Class: F-FULLY EXEMPT  
 Land Use/Strat: 16-VACANT GOVERNMENTAL  
 Legal Desc: L31-33,39-41 2.00AC  
 Prop Address: 0 W TAYLOR ST  
 Undivided Interest: 100.0000

**Owner Mailing**

Account: 20446  
 Owner: LANDIS TOWN OF  
 Mailing Address: PO BOX 8165  
 LANDIS NC 28088  
 Owner Year: 2025

**Land**

Line:	LT:	Land Code:	Notes:	Units:	Acres:	Sq Ft:	Base Rate	Adj Rate:	Adj % 1:	Adj %2:	Land Value
1	U	L1B-L1B	LOT PRICED	2.50				29,500			73,750
Total:					0	0					73,750

**Building Summary**

Card:	Type:	Description	Built:	Eff Yr:	Grade	SF Area:	Value:
1.1	OBY	STORAGE BLDG	1950	1950		440	700
1.2	OBY	CANOPY	1980	1980		288	100



**Valuation**

Appraised Land:	73,750
Appraised Building:	800
Appraised Total:	74,550
Deferred:	0
Exempts/Excluded:	-74,550
Taxable Total:	0

**Field Notes**

Number: Note:

4	SEE NON-WARRANTY DEED 1324/401 CORRECTING GRANTOR'S NAME IN PRIOR DEEDS	WALLERBW 04/04/19 04:44
3	FULLY EXEMPT EFF 1-2012	HOUCKNC 01/04/12 12:00
2	CHG ASV OF STG & CANOPY EFF 1-2003	HOUCKNC 01/15/03 12:00
1	LAND SPLIT EFF 1-2002 (107-211 U/N -01 & 02) NON-CONTIG	HOUCKN 10/30/01 12:00

**Building Summary**

Card:	Type:	Description	Built:	Eff Yr:	Grade	SF Area:	Value:
1.1	OBY	STORAGE BLDG	1950	1950		440	700
1.2	OBY	CANOPY	1980	1980		288	100

Date Printed: 09/24/2024 01:54  
 Last Update by: EOY ROLL  
 Last Update: 05/03/2023

**Recorded Transaction**

Date	Book	Page	Instrument	Sale Price	Validity Code	Grantee
30-DEC-2011	1190	471	WD - WARRANTY DEED 0		C	TOWN OF LANDIS
07-SEP-2001	920	839	WD - WARRANTY DEED 0		C	FCL FAMILY LIMITED PARTNERSHIP

**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":** Martin Andres Donate Cortes, Sara Weaver Donate
- (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 31-33, 39-41, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_  
\_\_\_\_\_, as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_  
The PIN/PID or other identification number of the Property is: 107056  
Other description: L31-33, 39-41 2.00 AC  
Some or all of the Property may be described in Deed Book 1190 at Page 471

**This form jointly approved by:** Page 1 of 13  
**North Carolina Bar Association's Real Property Section**  
**North Carolina Association of REALTORS®, Inc.**  
Buyer initials MAD SWD Seller initials \_\_\_\_\_



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

(d) "Purchase Price":

\$ 78,750.00
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$ 78,750.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum
BALANCE of the Purchase Price in cash at Settlement

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.

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.

(f) "Escrow Agent" (insert name): n/a
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.

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.

Buyer initials MAD Seller initials SWD

(h) **“Due Diligence”**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract 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”) 30 days after acceptance ;

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 30 days after acceptance (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 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:)

Buyer initials   Seller initials \_\_\_\_\_

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 MAD SWD Seller initials \_\_\_\_\_

(c) **Sewage System Permit:** (  Applicable  Not Applicable) Seller warrants that the sewage system described in 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 dewinterizing. 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 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): as directed by buyers.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 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 MAD SWD 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.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their 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   Seller initials \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR 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 THAT 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: 09/24/2024

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

Buyer: Martin Andres Donate Cortes

Seller: \_\_\_\_\_

**Martin Andres Donate Cortes**

**Town of Landis**

Date: 09/24/2024

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

Buyer: Sara Weaver Donate

Seller: \_\_\_\_\_

**Sara Weaver Donate**

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

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

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

Print Name

Print Name

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

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

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

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 [X] 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

Section 6, Item 6.2

Seller: Town of Landis ("Seller")

Buyer: Martin Andres Donate Cortes, Sara Weaver Donate ("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: \_\_\_\_\_ n/a

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: \_\_\_\_\_ n/a

Time: \_\_\_\_\_  AM  PM

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

(Signature)

(Print name)

COOPERATING COMPENSATION AGREEMENT

NOTE: Only use this form to create an agreement for cooperating compensation if a seller is represented by a licensed real estate broker. Use Form 150 instead of this form if you are creating a compensation agreement with an unrepresented seller. DO NOT UPLOAD THIS FORM TO THE MLS.

"Seller": Town of Landis
"Buyer": Martin Andres Donate Cortes, Sara Weaver Donate
"Property": 0 Taylor Street, Landis, NC 28088

1. FEE: (Check Only One) [X] Seller or [ ] Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the "Fee"), subject to the terms of this agreement:

- [X] 5.000 % of the gross sales price;
[ ] A flat fee of \$ ; or,
[ ] Other:

2. PAYMENT OF THE FEE:

- a. 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.
b. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. TERM, EFFECTIVENESS, AND EXPIRATION: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or February 24, 2025, unless the Fee has been earned prior to such date.

4. MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW: This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document.



North Carolina Association of REALTORS®, Inc.



STANDARD FORM 220
Revised 7/2024
© 7/2024
Martin & Sara

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

<p>Date: _____</p> <p>Listing Firm: _____</p> <p>Agent Name (Print): _____</p> <p>By: _____</p> <p>(Agent Signature)</p>	<p>Date: 09/24/2024</p> <p>Selling Firm: <b>Key Real Estate</b></p> <p>Agent Name (Print): <b>Tobitha Stewart</b></p> <p>By: <i>Tobitha Stewart</i></p> <p>(Agent Signature)</p>
<p>Date: _____</p> <p>Seller: _____</p> <p>(Signature) <b>Town of Landis</b></p> <p>Date: _____</p> <p>Seller: _____</p> <p>(Signature)</p> <p>Entity Seller: _____</p> <p>(Name of LLC/Corporation/Partnership/Trust/Etc.)</p> <p>By: _____</p> <p>Name (Print): _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Date: 09/24/2024</p> <p>Buyer: <i>Martin Andres Donate Cortes</i></p> <p>(Signature) <b>Martin Andres Donate Cortes</b></p> <p>Date: 09/24/2024</p> <p>Buyer: <i>Sara Weaver Donate</i></p> <p>(Signature) <b>Sara Weaver Donate</b></p> <p>Entity Buyer: _____</p> <p>(Name of LLC/Corporation/Partnership/Trust/Etc.)</p> <p>By: _____</p> <p>Name (Print): _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.</p>





## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

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

**DETAILS:**

An offer was received by my office for Parcel #133A206, which is 1.76 acres, located on North Cannon Boulevard, near Dial Street. This property is prime commercial property, and is a part of the D.C. and Frances Linn properties, so the proceeds will go into the DC and Frances Linn Park Project. This property is valued at \$94,500, and the offer is for \$25,000.

September 24, 2024

John D. Eckard  
1130 Di al Street  
Kannapolis, NC 28083  
[johnneckard65@gmail.com](mailto:johnneckard65@gmail.com)  
Ph: 704-361-3918

Town of Landis  
c/o Michael Ambrose  
312 S Main Street  
Landis, NC 28088


Dear Mr. Ambrose,

I am writing to request that the Board for the Town of Landis declare parcel number 133A206 that is deeded to the Town of Landis as surplus property.

The legal description of the property is as follows: Parcel # 133A206 located at 0 N Cannon Blvd., Kannapolis, NC 28083. The physical description is that it is basically a gully that backs up to lot # 133A058 that I own and cannot be accessed on the Cannon Blvd side as the road guard rail prevents entrance. If you can declare it surplus so it can be sold, I would like to offer **\$25,000** to purchase this property.

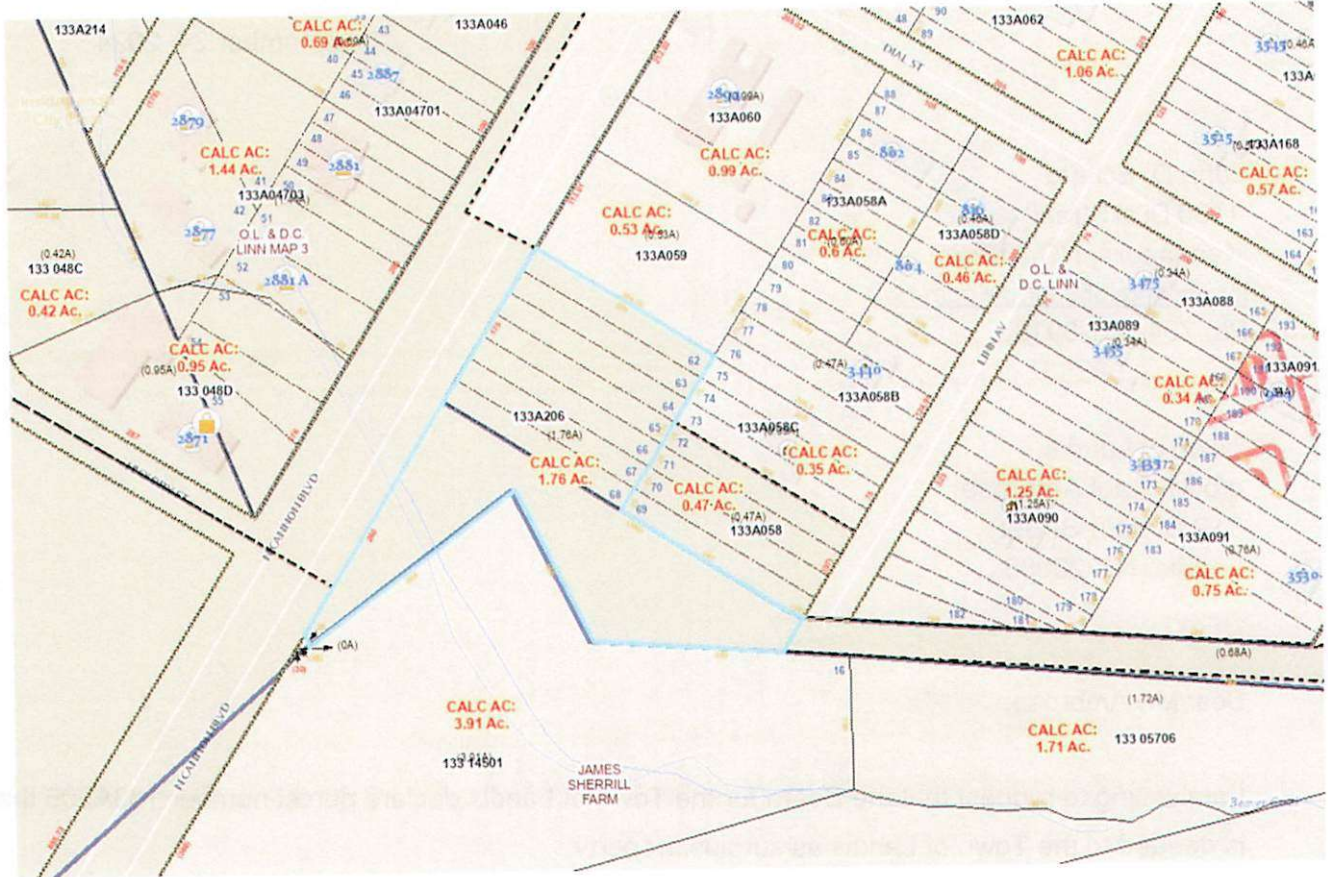
Please feel free to contact me on my mobile number to discuss at 704-361-3918 or via email at [johnneckard65@gmail.com](mailto:johnneckard65@gmail.com).

Best regards,



**John Eckard**

Ph: 704-361-3918  
Email: [johnneckard65@gmail.com](mailto:johnneckard65@gmail.com)



# Rowan County GIS

PARCEL ID: 133A206  
 PIN: 5625-13-23-1464

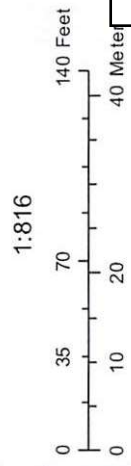
Owner Name:  
 TOWN OF LANDIS

Mailing Address:  
 PO BOX 8165

LANDIS NC 28088  
 Property Address:  
 0 N CANNON BLVD

Tax District Code: 107  
 Tax District: LANDIS  
 Land FMV: \$94,500  
 Land LUV: \$0  
 IMP FMV: \$0  
 Total Value: 94500

Deed Ref: 1236/883/2014  
 Date Sold: 06/11/2014  
 Sale Amt: \$0  
 Legal Description:  
 L62-68



Section 6, Item 6.3



## Item Cover Page

**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of the Waste Water Treatment Plant Feasibility Joint Study with the City of Kannapolis**

**DETAILS:**

The City of Kannapolis Staff has been working with Landis Staff to partner in a Feasibility Study for a future Wastewater Treatment Plant (WWTP) in Landis, which (if approved) will be owned and operated by the Town of Landis. The purpose of this study is to evaluate wastewater treatment and pumping of wastewater options.

LKC Engineering has already been procured through the City of Kannapolis, and comes to us as a reputable/reliable company to conduct the study. This partnership would allow the City of Kannapolis to enter into an agreement with LKC Engineering, and the Town Of Landis would be responsible for 50% of the total study cost of \$51,000. The Town of Landis would make this \$25,500 dollars payable to the City of Kannapolis, once the study was completed.

The intent of the feasibility analysis is to provide a direction which is more advantageous for the Town from an environmental, economic, and schedule standpoint and to provide guidance on the first steps in the process. The proposed WWTP is expected to be large enough to treat between 1 million - 2 million gallons per day, average daily flow, which would be expandable to serve future needs of the community.

If approved tonight, this will be in front of the City of Kannapolis City Council on their November 25, 2024 meeting. If approved by both governing bodies, the study would commence immediately and expected to be complete by March 2025.

COUNTY OF ROWAN

THIS AGREEMENT of Interlocal Cooperation, pursuant to Part 5, Article 20 of Chapter 160A of the General Statutes of North Carolina, made and entered into as of the 12th day of November, 2024, by and between the City of Kannapolis, North Carolina (“Kannapolis”) and the Town of Landis, North Carolina (“Landis”), municipal corporations of the State of North Carolina (collectively the “Parties”):

WHEREAS, the Parties entered into the Treated Water Purchase Agreement dated December 5, 2016 (the “Water Purchase Agreement”) and Wholesale Sewer Sales Agreement date May 8, 2023 (the “Sewer Agreement”); and

WHEREAS, the Agreements provide for transfer of treated water and untreated wastewater between both Parties; and

WHEREAS, the Parties desire to undertake a study to evaluate wastewater treatment and pumping of untreated wastewater options (the “Study”).

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 set forth the terms under which the Parties will commission the Study and the terms of payment for the Study.
2. Kannapolis agrees to contract with the consulting engineer known as LKC Engineering and commission the Study based upon North Carolina wastewater treatment standards. LKC Engineering is determined by the Parties to be the best choice to undertake the Study based on their previous work and knowledge of the Kannapolis Design Standards and North Carolina wastewater treatment standards.
3. The Parties agree that the fee charged by the consultant to Kannapolis shall be divided between the Parties as follows:
  - a. Kannapolis to pay 100% of the fee due to the consultant.
  - b. Landis to pay 50% reimbursement of the fee to Kannapolis.
4. The total fee is estimated to be \$51,000 and the reimbursement amount shall not exceed 50% of the Study costs for Landis. Landis agree to make their respective reimbursement payments to Kannapolis not later than 30 days from the date of receipt of documentation of payment to the consultant by Kannapolis.
5. This Agreement may be amended by written addendum executed by all Parties; except that any expansion of the scope of this Agreement beyond the commissioning, contracting and payment for the Review shall require a separate agreement between the Parties.

IN WITNESS WHEREOF, Kannapolis and Landis have executed this Agreement the day and year first above written.

CITY OF KANNAPOLIS, NORTH CAROLINA

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

ATTEST:

\_\_\_\_\_  
Clerk (SEAL)

Approved as to Form

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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Finance Director

TOWN OF LANDIS, NORTH CAROLINA

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

ATTEST:

\_\_\_\_\_  
Clerk (SEAL)

Approved as to Form

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

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Finance Director



## Item Cover Page

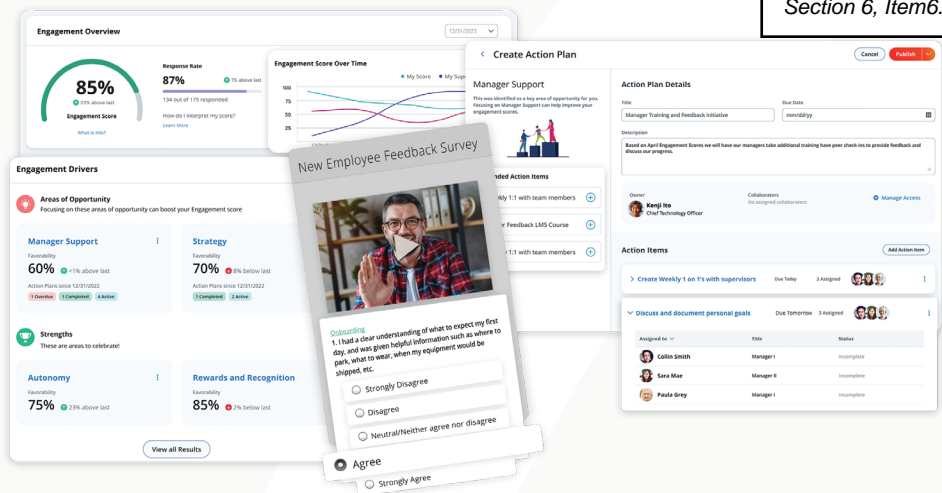
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<b>MEETING TYPE:</b>	Board of Alderman
<b>DATE:</b>	November 12, 2024
<b>SUBMITTED BY:</b>	Madison Stegall, HR Director/Town Clerk
<b>ITEM TYPE:</b>	Consideration
<b>AGENDA SECTION:</b>	Considerations
<b>SUBJECT:</b>	<b>Consider Approval of Adding Employee Voice Module to Paylocity</b>

**DETAILS:**

Consider the approval of adding an Employee Voice module to Paylocity. Employee Voice is a comprehensive solution that allows organizations to continuously collect feedback, analyze and share insights, and act on those insights to improve employee engagement and retention. Employee Voice can improve employee engagement by providing a forum for employees to share their thoughts, opinions, and feedback with the organization. This module can also help to actively identify areas of strength and weakness and to make informed decisions about how to improve the employee experience. Additionally, Employee Voice can help to foster transparency and trust within the organization by providing a safe and confidential way for employees to share their thoughts and opinions. This module also allows for Open Surveys which fully supports anonymous submissions, and will route the employee through an external link where they will be asked to complete a CAPTCHA, to help prevent spam, before they can complete the survey. The information will still feed back into Paylocity, but the employee will not be using any of their credentials to complete the submission. Since this module is through Paylocity, it gives our employees a convenient way of responding through a platform they are already familiar with. The current annual price for Employee Voice is \$2,343.60.





employee voice

# Gain Insights to Elevate Engagement

Developed by expert data scientists, Employee Voice helps you automatically collect feedback that's indicative of engagement and retention. Share relevant insights and create action plans to improve, all within the Paylocity platform.

**“Engaged teams experience 43% lower turnover than their less-engaged peers, in addition to 23% higher profitability and 18% greater productivity.”**

Gallup's Employee Engagement Report, 2020

**Automate Employee Feedback at Scale**  
Based on the key employee journey milestones that are already in Paylocity, Employee Voice automates sending best-practice pulse and engagement surveys, along with automated reminders, closing, and results notifications.

**Empower Leaders with Self-Service Insights**  
No more exporting and separating the data for each leader! Employee Voice segments and distributes insights based on the supervisory hierarchy within Paylocity, while maintaining the confidentiality of employee responses.

**Act, Collaborate and Track Directly within Paylocity**  
Employee Voice provides customizable best-practice action plans that can be tracked directly within Paylocity. Leaders can collaborate with individual employees to foster transparency and accountability, while HR monitors company-wide progress.

**Confidently Gain Meaningful Insights**  
Our proprietary, statistically-validated engagement model ensures you can be confident that you're collecting feedback that's indicative of employee engagement and retention.

**Leverage Dashboards and Heatmaps to Drive Impact**  
HR isn't the only team that can drive culture. Let managers and leaders use tools like dashboards and heatmaps to understand what bubbles up in feedback from their team, and filter by demographics like tenure for deeper insights.

**Craft Custom Surveys for Feedback You Need**  
Employee Voice still includes the full Survey functionality that our clients have successfully leveraged for years to uncover insights on any topic relevant to their employees – whether it's gathering t-shirt sizes for events or seeking feedback from individuals outside of their organization.

Want to learn more?  
**Chat with your paylocity sales rep today!**

# Pricing



## Pricing Proposal Guide

**\*Note:**

Customer Number	Company Name	Product/ Service	Implementation Fee (one time fee)	Monthly Full Price	Discounted Rate (YOUR COST)	Billing Frequency	Number of Employees	Expected Full Price Monthly Cost	Expected Monthly Cost with Discounts	Expected Annual Cost
130239	Town of Landis	Employee Voice	<b>\$0 - WAIVED</b>	\$3.55 PEPM	<b>\$3.10 PEPM</b>	Monthly	63	\$223.65	<b>\$195.30</b>	<b>\$2,343.60</b>



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

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

**DETAILS:**

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

## Construction Entities, LLC

**Date:** 10-8-2024

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

Todd Drolshagen

704-237-7610

**Subject:** Landis town Hall  
roof paint

**Client:** City of Landis

Dear Mr. Ambrose,

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

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

### **DOCUMENTS**

Drawings:

Dated:

Walked site with Michael Ambrose

### **SCOPE OF WORK**

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

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

### **LUMP SUM PRICING**

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

### **CONDITIONS / ASSUMPTIONS**

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

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

## Construction Entities, LLC

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

### **EXCLUSIONS**

#### *Standard:*

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

### **SCHEDULE**

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

### **TERMS**

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

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

Construction Entities, LLC

Sincerely,

**Todd Drolshagen**

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

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

\_\_\_\_\_  
Date

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



# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Staff  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Reports  
**SUBJECT:** **Departmental Reports**

**DETAILS:**

Reports in Order:

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



## Item Cover Page

**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Report

**AGENDA SECTION:** Departmental Reports

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

**DETAILS:**

**Events:**

The Senior Lunch & Bingo was held Wednesday, October 2nd, 2024, at noon at Trinity Methodist Church. We had 17 in attendance.

The Fall Festival/Trunk or Treat was Saturday, October 26<sup>th</sup>, 2024. Once again, the event drew a huge crowd of around 1500 people. Thank you to the Mayor and Board of Alderman for helping to make this a huge success. We would like to Thank the following Event Sponsors: Rowan Tourism, The Brook Church, Pinnacle Corrugated, Clint Miller Exterminating, SA Sloop Heating & Air, Frank C. Corriher Beef & Sausage, and Cannon Chiropractic. We would also like to thank and recognize the following participants in our Trunk or Treat line up: Landis Administration, Landis PD, Landis FD, Landis Public Works, Clint Miller Ext, Cannon Chiropractic, Best Orthodontics, Women of the Moose Chapter 851, Jeepers United, The Brook Church, R&H Produce, Luke’s Corner, Jason Martin, Anthony Blackwelder, Pati Lesarge, Lanie McPhearson, & Carolina Ordonez.

**Additional 2024 Event Dates:**

Christmas Parade/ Tree Lighting- November 26<sup>th</sup>, 2024

Campfire Christmas by the Lake- December 14<sup>th</sup>, 2024

**Park Operations:**

- The new Swing set has been installed and looks great! Kids have been enjoying them and we hear great feedback from parents.
- Entire Playground has new mulch.
- The new Boardwalk at the park office is under construction. The project started on October 29th, 2024. It is estimated to be completed in 2 weeks.
- Continued Trail and Park grounds maintenance.
- Off-season park hours of 8:00-5:00 began October 1<sup>st</sup>.
- Kayak Rentals are available through October 31<sup>st</sup>, rentals will resume in the Spring.



**DISC Golf : Summer Course Usage Data Tracked by UDisc**

**June-** 176 UDisc Players / 495 Hours spent on the course / Players from 10 States visited the course / 61 players visited the course for the first time.

**July-** 218 UDisc Players / 657 Hours spent on the course / Players from 9 states visited the course / 71 players visited the course for the first time.

**August-** 159 UDisc Players / 413 Hours spent on the course / Players from 5 states visited the course / 54 players visited the course for the first time.

**September-** 136 Players / 347 Hours spent on the course / Players from 10 states visited the course / 41 Players visited the course for the first time.

**Pool Operations:**

- Monitoring pool water levels and maintaining off season chemicals. We will be winterizing the pump room in preparations for cold weather.
- No updates on the concrete deck repairs. We received 2 concrete quotes and have been having issues with receiving a third. We are continuing to work on this.

**Campsite Reservations:** 15 **Shelter Rentals:** 2 **Daily Fishing Passes Sold:** 361 **State License:** 9

**Boat Registration:** 3 **2020 Ford Explorer Mileage:** 60297 **Ford F250 Mileage:** 171110



## Item Cover Page

**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Carly Loflin, UB/AR Coordinator  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Department Reports  
**SUBJECT:** **Monthly Report**

**DETAILS:**

### Utility Services Monthly Report

<b>CASH PAYMENTS</b>	427
<b>CREDIT CARD PAYMENTS</b>	1425
<b>CHECK PAYMENTS</b>	1246
<b>BANK DRAFT PAYMENTS</b>	470
<b>DISCONNECTIONS</b>	108
<b>AMI ELECTRICAL METERS</b>	3295
<b>REMAINING MANUAL METERS</b>	26
<b>WATER METERS</b>	2219
<b>CUSTOMER USAGE PORTAL</b>	484



## Item Cover Page

**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Blake Abernathy, Public Works Director  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Department reports  
**SUBJECT:** **Monthly Report**

**DETAILS:**

**PUBLIC WORKS MONTHLY REPORT**

<b>Water/Sewer Department</b>	
Work Orders Completed	26
Start Services	24
Stop Services	2
Disconnects	14
Outages	0
Meter/MXU Change Outs	3
Sewer Lift Station Checks	40
Hydrant Routes (Water Quality Flushing)	10
Water Pump Station Checks	22
<b>Stormwater Department</b>	
Work Orders Completed	2
Preventative Maintenance (e.g. Ditch Cleaning, Culvert Jetting, etc.)	3
<b>Street Department</b>	
Work Orders Completed	50
Rowan County Dump Runs	9
Bulk Trash/Debris Routes	8

<b>Electric Department</b>	
Work Orders Completed	123
Start Services	41
Stop Services	9
Disconnects	94
New Temp Services	8
Street/Security Lights Install/Repair	32
Pole Repair/Replace	5
<b>Outages:</b>	
Environmental	4
Load Demand	3
Vehicle Collision	1
<b>Total Outages</b>	<b>8</b>
<b>Reporting Made By</b>	
Go Gov	15
Walk In	35
Phone Call	185



# Department Report

**MEETING TYPE:** Board of Alderman

**DATE:** November 12, 2024

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

**ITEM TYPE:** Report

**AGENDA SECTION:** Departmental Report

**SUBJECT:**

**DETAILS:**

Total Calls for Service (Including Self-initiated calls) – 2,086

Self-Initiated Calls – 2,958

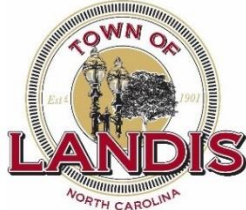
Calls for Service – 121

Traffic Stops - 161

Traffic Accidents – 11

**Vehicle Mileage:**

LPD-081: 144,235	LPD-173: 77,146	LPD-212: 25,832
LPD-101: 107,560	LPD-174: 76,940	LPD-231: 5,380
LPD-151: 74,406	LPD-175: 78,660	LPD-232: 9,737
LPD-161: 75,724	LPD-176: 72,823	LPD-233: 3,005
LPD-171: 75,198	LPD-177: 89,059	



# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Jason Smith, Fire Chief  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Departmental Reports  
**SUBJECT:** **Monthly Report**

**DETAILS:**

**MONTHLY STATS**

**MEDICAL:** 50  
**FIRE:** 43  
**TRAFFIC ACCIDENT:** 3  
**MUTUAL AID GIVEN:** 35  
**MUTUAL AID RECEIVED:** 6  
**TOTAL CALLS:** 96

**VEHICLE MILAGE**

**ENGINE 443:** 104737  
**ENGINE 442:** 36961  
**ENGINE 581:** 28978  
**LADDER 58:** 23305  
**CAR 44:** 137848  
**CHIEF 440:** 21381

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

Section 7, Item 7.1

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

ZN 24-32	06-05-24	SIDES	405 RICE STREET	NEW DECK	Section 7, Item 7.1
ZN-24-33	06-12-24	SIMMONS	307 W DAVIS STREET	NEW DRIVEWAY	
ZN-24-34	06-27-24	PRUETTE	920 TAMARAY WAY	NEW SFR	
ZN-24-35	06-27-24	NIBLOCK	2301 TULLY MORE WAY	NEW SFR	
ZN-24-36	07-02-24	GRAHAM	606 W MILL ST	ACCESS BLDG	
ZN-24-37	07-09-24	FACKLER	889 IRISH CREEK DR	ACCESS STRUCTURES	
ZN-24-38	07-09-24	NEXT PROJECT LLC(QUIJADA)	512 W BLUME ST (DRIVE 321 N KIMMONS)	ADDITIONS & DRIVEWAY	
ZN-24-39	07-11-24	KAMANNIS	110 N UPRIGHT ST	RE-ESTABLISH POWER TO BLDG	
ZN-24-40	07-16-24	BALL	619 N KIMMONS	ROOF ADDITION (COVER PATIO)	
ZN-24-41	07-24-24	TOWN	(110 N CENTRAL)	D C LINN PARK	
ZN-24-42	07-24-24	Benton	2248 Tullymore	Pool	
ZN-24-43	07-25-24	Victory Builders	208 N Correll ST	NEW SFR	
ZN-24-44	07-25-24	Victory Builders	210 N Correll ST	NEW SFR	
ZN-24-45	07-25-24	Victory Builders	212 N Correll ST	NEW SFR	
ZN-24-46	07-30-24	Clayre Caceres	605 S. Landis	ACCESS Structures	
ZN-24-47	07-31-24	Manuel Abel Rivera	111 Church St	Adding Porch	
ZN-24-48	8-15-24	Allison Collins	127 S. Central	Change of use and sign	
ZN-24-49	8-29-24	Jodie Borger	513 S Chapel	Access Struct and drivwy	
ZN-24-50	9-10-24	Brylan and Cindy Gann	2379 Limerick	Inground Pool and Fence	
ZN-24-51	9-12-24	Dominion Energy	1445 Mt Moriah Church Rd	Encroachment- utility line	
ZN-24-52	9-12-24	Terri Frohmiller	2216 Tully More	Accessory Structure	
ZN-24-53	9-19-24	Samantha Lambert	106 S Correll St	Driveway Replacement	
ZN-24-54	9-26-24	Katelin Legendre	627 S Chapel St	Fence	
ZN-24-55	9-27-24	Jaime Sarti	307 S Main St	Change Use/Sign	
ZN-24-56	10-8-24	Lynn Sellers	1055 Kimball Rd	Accessory Structure	
ZN-24-57	10-8-24	RWN CTY BRD ED	214 W Rice St	Accessory Structure	
ZN-24-58	10-10-24	Par3	104 N. Central Ave	Sign	
ZN-24-59	10-10-24	Aaron Whitley	600 E. Rice St	Fence	
ZN-24-60	07-09-24	NEXT PROJECT LLC(QUIJADA)	512 W BLUME ST (DRIVE 321 N KIMMONS)	Continuation- Addy Chg	
ZN-24-61	10-17-24	Niblock Homes	1080 Irish Creek Dr	New SFH	
ZN-24-62	10-23-24	Niblock Homes	2319 Tulley More Way	New SFH	
ZN-24-63	10-23-24	Octavia Worthy	103 N Meriah St	In Home Occupation	
ZN-24-64	10-23-24	Mark Sarmir	900 Tamary Way	Inground Pool	
ZN-24-65	10-24-24	Dominion	Tranquil Lake Dr	Floodplan Developemnt	

LANDIS DEVELOPMENT PLANS UNDER REVIEW


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



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

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<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 &amp; 28<sup>th</sup> TRC REVIEW OF PLANS- NOTES ADDED- DEV. P/UP THEIR SET OF PLANS W/NOTES                      7-25-23 REC'D 2 SETS OF REVISED CONST PLANS                      7-27-23 R FLOWE REVIEWED PLANS- ISSUED EMAIL TO TECH. REV. COMM. TO REVIEW PLANS IN T.HALL                      8-3-23 Fire Marshal reviewed plans                      8-9-23 Plans ready for p/up, emailed Engineer. ✓                      11-08-23 Rec'd Erosion &amp; 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> <b>YEAR 2022</b></p>				
<p>Application #</p>	<p>Name (surveyor &amp;/OR owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status FEES PD</p>
<p><b>SITE DEV 09-22</b>  <u>IRISH CREEK PREL. PLAT</u>  <u>LANDIS PORTION PHASE</u>  <u>2&amp;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                      &amp; SFR-2 CZ</p> <p><b>ZMA 24-04-08-1</b>  <b>MU-1 TO SFR-3</b></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 <b>TOTAL \$12,720</b>                      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.&amp; Land Design</p>

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<p><b>SITE DEV 09-22</b>  <u>IRISH CREEK PREL. PLAT</u>  <u>LANDIS PORTION PHASE</u>  <u>2&amp;4</u></p>				<p>2-26-24 Neighborhood Meeting for Phase II Site                  3-6 &amp; 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><b>SITE DEV #10-22-</b>  <b>LANDIS RIDGE</b>  <b>LANDIS 85</b>  <u>OLD BEATTY FORD RD</u>  <u>INDUSTRIAL SITE</u></p> <p><b>NAME CHANGE:</b>  <u>LANDIS RIDGE</u>  <u>LANDIS 85</u></p> <p><b>DEV #10-22</b>  <b>LANDIS RIDGE</b></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 &amp; ZMA</u>  <u>LOTS:</u>                  MAP 140,                  PARCELS:                  003,167, 138,                  169 &amp; 170                  11-14-22- BD                  APPROVED                  ANNEXATION                  ZONING: IND                  2-13-23 BD TO                  CONSIDER                  ANNEXATION                  WITH PUB.                  HEARING ON                  MARCH 20, 2023                  -BD APPROVED</p>	<p><b>9-13-22 REC'VD PAYMENT \$600 ZMA REQ.</b> ANNEX W/ ZMA                  NOV.8 &amp; 14 2022 MTGS                  11-14-22 BD APPROVED ANNEX &amp; IND ZONING                  12-6-22 ACTIVE SITE- PLANS DEVELOPING                  12-8-22 NCDOT TRAFFIC IMPACT STUDY CHECKLIST REC'D                  12-20-22 2 CHECKS OF \$875 REC'D = \$1,750 FOR:                  1) ZMA W/ANNEX APPL. (APPL. REC'D 12-15-22)                  2) &amp; ZTA (TEXT AMEND.)                  1-3-2023 ACTIVE FILE                  1-09-23 ANNEXATION REQ. TABLED UNTIL FEB                  2-13-23 ZTA APPROVED ANNEX AND MAP AMEND SET FOR                  MARCH PUB HEARING.                  3-1-23 SITE PLAN REV. W/ DEV &amp; PUB. WORKS                  3-14-23 FUNDS REC'D FOR: SITE PLAN REVIEW &amp; PREL PLAT                  REVIEW: \$4,801.75</p> <p>3-20-23 Pub. Hearing Annexation additional properties, req.                  IND zoning. <b>BOARD APPROVED</b>                  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 &amp;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>

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<b>DEV #10-22 LANDIS RIDGE</b>				<p>11-30-23 WAITING ON CONSTRUCTION PLANS                  12-21-23 Rec'd revised Const. plans &amp; 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 &amp; 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, &amp; 2                  5-8-24 STORMWATER AUTHORIZATION TO PROCEED                  6-13-24 rec'd Eng. Water Main report &amp; 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>
	2023	ALL '23	PROJECTS NOW IN CONSTRUCTION	PHASE
<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>
Application/ Site #	Name (surveyor & owner)	Job Address	Type/# of lots	Status, FEES PD
SITE 01-24	DOMINION ENERGY	MT MORIAH CH RD	Gas Line Encroachment	<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>



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				<p>8/27 Site Plan Review apln submitted, wa</p> <p>9/26/24 Permits issued and fees paid</p> <p>10/24/24 Flood Plain Permit Issued</p>
Rice and Valley	John Suther		Water Line ext, 2 SFH	<p>6/24 Plans rcd. Awaiting Payment</p> <p>10/8/24 Payment Rcd.</p> <p>10/10/24 TRC Begins</p> <p>10/30/24 Plans Approved/ Emailed for Pick up</p>
Landis Shops	John Suther		Truck Repair Facility	<p>6/24 Plans rcd. Awaiting Payment</p> <p>10/8/24 Payment Rcd.</p> <p>10/10/24 TRC Begins</p> <p>10/30/24 Plans Approved/ Emailed for Pick up</p>
Landis Multi-Family	Dynamic Developers John Suther		Multifamily- proposing 15 units	<p>6/24 Plans rcd. Awaiting Payment</p> <p>10/8/24 Payment Rcd.</p> <p>10/10/24 TRC Begins</p> <p>10/30/24 Plans returned to S Ross</p>
SITE 02-24	OCAMPO	US 29		<p>2-28-24 ELECTRONIC SITE PLAN REC'D</p> <p>3-5-24 REC'D \$325 SITE PLAN REV. FEE</p> <p>4-3-24 Rec'd hard copies of site plan waiting on building elevations.</p> <p>7-11-24 Rec'd complete site plans with building elevations</p> <p>7-23-24 Site plan review by RFlowe - 07-24-24messedged Engineer with notes from RFlowe</p> <p>8-14-24 Review for follow up comments with R Flowe</p> <p>10/9/2024- Paid for 3<sup>rd</sup> Review</p> <p>10.22.24 Sent email letting them know that they sent us the construction plans, not the plans needed.</p> <p>10/28/24 Plans Received</p> <p>10/30/24 Plans Approved/ Picked up</p>
ZMA ✓	Legendre	627 S Chapel	RMST to CIV	<p>Legislative Hearing 10/14/24</p> <p>Approved 10/14/2024</p>
Recombination plat	Piedmont Design Assoc.	2211 Tully More	2 lots into 1	<p>Paid \$100 on 7-16-24</p>

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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
<b>Landis Ridge Phase 2</b>	Ryan Beedle and Jackson Shaw		<a href="#">Industrial Park</a>	10.22.24 SKETCH PLAT REVIEW & CONSULT, sent fee chart 10/28/24 Sketch Plan paid \$270, Received site plans emailed for fee 10/30/24 Site Plan Review Paid \$530
PLANS IN CONSTRUCTION/ REVIEW				
<b>SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23</b>	William N. West Owner Crete Solutions	220 OLD BEATTY FORD RD	<a href="#">CONCRETE PLANT</a>  <a href="#">ANNEX REQ. FOR 7-15-24 PUB. HRNG</a> 	04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS. 4-26-23 RF review & staff rev. complete comments on plans 4-27-26 Owner/Dev. Bill West p/up set w/comments. 5-9-23 Rec'd partial set of plans- advised need complete sets. 5-10-23 rec'd 2 complete sets of plans w/revisions 5-17-23 R. Flowe to Developer West, plan set – scale is off. West 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. 3-27-24 POSSIBLE SITE REVISION 4-3-24 REVISED SITE PLAN \$525 PD 5-10-24 Request ANNEXATION AND RECOMB. FOR 7-15-24 HRG 6-11-24 RF conducted site inspection
<b>SITE 01-23 BYRNE PROP KIMBALL RD</b>	SHANNON SPARKS SURVEYOR BYRNE PROP. INC	KIMBALL ROAD MAP 123B 115	<a href="#">TOWNHOMES 9 PROPOSED</a>	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.

<p><b>PERMIT ISSUED 11-30-23</b></p>			<p>9-11-23 BD ALD APPROVED DEV. AGREEMENT</p>	<p>TRC &amp; 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 \$325 PARTIAL 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>
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<p><b>SITE DEV 04-22</b>  <b>RICE RD TOWNHOMES</b>          PERMIT ISSUED 12-28-22 FOR SITE DEV.</p>	<p>JOURNEY CAPITAL, LLC          ANDREW WALTZ 704-453-2700  <b>RICE RD TOWNHOMES</b>          ACTIVE FOR REVIEWS</p>	<p><b>221 E RICE STREET</b></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          12-5-22 plans p/up by developer for review/revisions          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.</p>
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<p>#04-22 RICE ST. TWNHMS CONT.</p>				<p>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 <b>NEXT STEP:</b>                      PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM                      5-19-23 PLANS P/UP                      5-24-23 Pre-Construction meeting - <b>**Construction authorized upon completion of fees and several other requirements</b>                      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                      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 TOWNHOMES (10X\$50                      2-8-24 PER UNIT FEES PD FOR 10 TOWNHMS (10 X \$35)                      2-8-24 PERMIT ISSUED FOR 5 TOWNHMS                      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</p>
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LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 7, Item 7.1


# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>MINIMUM HOUSING</b>			
HC-21-04	314 Town Street	Ruth C Deadmon (Heirs)	occupied substandard dwelling without water, sewer or electric services. Hearing held and Findings of Fact and Order issued to Repair or Close by a date not later than 05-05-2024. Memorandum and Ordinance to Vacate and Close presented at the August 12, 2024 Council meeting and tabled until the September meeting. Ordinance adopted on September 9th to Vacate and Close the dwelling. Notices posted as UNFIT and Notice to Vacate by a date not later than October 16, 2024.
HC-24-01	109 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-02	111 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-03	201 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-04	202 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-05	203 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-06	205 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-07	206 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-08	207 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-09	209 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-10	210 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-11	211 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-12	212 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-13	214 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-14	215 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-15	216 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-16	217 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-17	807 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-18	809 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Additional research to be conducted and an inspection will be schedule with warrants soon..
HC-24-19	1020 Linn Street	Jesus Dotelo Andrade & Susana Bernal Lorenzo	Substandard housing conditions. Conducted inspection. Hearing scheduled for 11-07-24 @ 10:00.
HC-24-22	1050 Mt Moriah Church Road	Crystal, LLC	Substandard housing condtions. Inspection has been scheduled twice and postponed by owner. Renovations are now progressing and I will continue to monitor and take action as needed,
HC-24-25	207 West Garden Street	Gregory Stillwagon	Fire damaged D/W mobile home with at least two men living in it. Working with owner and Police department to arrange to remove them. Working with the owner on clean up and preparing for renovation. Pending.
<b>NUISANCES</b>			

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-23-18a	316 North Beaver Street, accessed from North Upright	Villas at Landis Ddevelopment LLC	demolition and building material debris, trash, and large pieces of tree trunks and other forms of debris. Notice issued with no response from owners. No new dumping. Pending further action.
PN-23-20	504 East Corriher Street	Edwin Ray Jones	report of dumping of concrete and similar materials in the gulley behind the house. During a site visit and due to the reduction in the foliage, it was observed that the dumping is coming from the subject property and appear to be mostly large logs and other tree debris. Notice issued and met on site with owner and DEQ. Confirmed the condition with clean up completed. Log in creek was removed. CLOSED 09-10-24.
PN-24-05	107 North Meriah Street	James A Hall Jr Heirs	trash, debris, and other similar items along with junked/nuisance vehicles again. Notice issued with progress continuing. Will monitor.

## TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-24-07	1106 South Highland Ave	Elizabeth Beaver Tapp	Nuisance issues. Attempted to discuss matter with the occupant with negative results. Notice issued with a copy of the ordinance. Abated by owners. CLOSED 09-26-24.
PN-24-08	402 East Ryder Street	Larry & Zubecca Brown	Nuisance issues. Notice issued with deadline of 08-27-24. Front and side yards mowed and cleaned up. Rear yard is progressing.
PN-24-09	201 West Rice Street	Federal Home Loan Mortgage Corp c/o Green River Capital LLC	Dilapidated accessory building due to fallen tree. No action by owners to abate. Ownership changed. New notice issued and the Chief working with the realtor for compliance.
PN-24-11	VL South Unpight and Dial St	Larry W Page Family Limited Partnership	overgrowth. Notice issued with deadline of 08-27-24. Abated by the owner. CLOSED 09-26-24
PN-24-12	2270 West A Street	Luis Santos Jimenez	overgrowth. Notice issued with deadline of 09-23-24. Abated by the Town and awaiting the invoice.
PN-24-13	309 Turner Street	Clarence M & Karen S Vincent	overgrowth. Notice issued abated by owner. CLOSED 09-26-24



# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-24-14	110 North Upright Street	T D Enterprise Inc	overgrowth. Notice issued with deadline of 09-23-24. Abated by the Town and awaiting the invoice.
PN-24-15	213 North Upright Street	Kenneth J Nolt	overgrowth. Partially mowed, will monitor progress. Completed by owner. CLOSED 09-26-24
PN-24-16	207 West Garden Street	Gregory Stillwagon	overgrowth. In contact with the owner. Will monitor progress. Abated by owner. CLOSED 09-26-24.
PN-24-17	201 West Rice Street	Federal Home Loan Mortgage Corp c/o Green River Capital LLC	Report of overgrowth. Working wwith realtor for compliance.
PN-24-18	311 East Garden Street	Elizabeth Viola S Fant	overgrowth. Notice issued with deadline of 09-23-24. Abated by owner. CLOSED 09-26-24.
PN-24-19	VL East Ryder Ave @ Coldwater Street	Villas at Landis Development LLC	overgrowth. Notice issued with deadline of 09-25-24. Abated by the Town and awaiting invoice.
PN-24-20	VL North Cannon Blvd @ Old Beatty Ford Road (133-289)	Joseph A Gray and Alyson K Gray	overgrowth. Notice issued with deadline of 09-25-24.
PN-24-21	VL Buford Dr @ N Beaver	Journey Capital LLC	overgrowth. Notice issued with deadline of 09-25-24.
PN-24-22	302 East Ridge Avenue	David Hernandez Bautista	overgrowth, trash and debris. Notice issued with mowing completed, pending action by owner on the trash and debris.

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>ABANDONED-JUNKED-NUISANCE VEHICLES</b>			
<b>ZONING</b>			
Z-23-02	303 Buford Drive	Fon Ernest	Planning Department is handling the final aspects of these issues. Planning department related they have not complied with all requirement. Owner has contacted Planning again to arrange for certain compliance measures. Met on site with owner on 08-08-24. Pending follow notice for violations.
Z-24-02	512 West Blume Street	Next Project LLC c/o Rosa Quijada	construction of a residential addition without required zoning permits. Notice of violation - Stop Work Order issued, and neighboring owners have issued notice reference cutting through their properties. Will continue to monitor. CLOSED 09-26-24
Z-24-03	409 North Zion Street	John Whitfield Drye & Joy Goodman Drye	inground swimming pool without fence. Notice issued and after discussion, determined a long standing Non-Conforming use. CLOSED 10-03-24.

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>Non-Residential Buildings</b>			
NR-24-01	2570 South US 29 Hwy	Joseph J Rojas	Commercial building convenience store. Severe defects and dilapidation. Inspection conducted. Hearing scheduled for 10-03-24 @ 3:00 pm. Owner did not attend. Pending issue of Order to Repair or Demolish.
NR-24-02	616 South Main Street	Dwayne & Arnold & Carlyin Crouch	Commercial building Auto Repair shop abandoned. Severe defects and dilapidation. Inspection conducted.. Hearing scheduled for 10-03-24. Owners were in attendance. Pending issuance of Order to Repair or Demolish.



# Item Cover Page

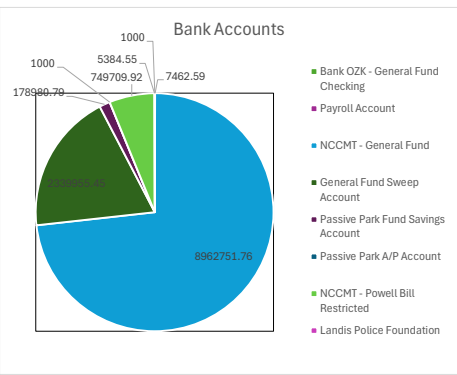
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**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Jeneen McMillen, Finance Director  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Reports  
**SUBJECT:** **Financial Dashboard**

**DETAILS:**

Town of Landis  
FY25 Monthly Summary  
October 2024

Operating Budget Revenues	Budgeted FY24/25	October	FY24/25 YTD	%
Property Tax - Current	2,175,104.00	\$0	\$1,556,136	72%
Tax Collection - Prior Years	45,000.00	\$0	\$25,589	57%
Vehicle Interest	1,500.00	\$0	\$492	33%
Interest and Penalties	10,000.00	\$0	\$4,080	41%
Property Tax Auto - Current	228,595.00	\$0	\$72,879	32%
Vehicle Tag Fee	65,000.00	\$0	\$19,180	30%
Building Rental Fees	7,200.00	\$0	\$2,300	32%
Sponsorships	1,500.00	\$0	\$0	0%
Interest on Investments	190,000.00	\$22,597	\$66,680	35%
Interest on Investments - Powell Bill	35,000.00	\$2,858	\$2,858	0%
Police Fees & Fines	850.00	\$60	\$216	25%
First Responder	1,500.00	\$1,940	\$1,940	129%
Grant Received	5,000.00	\$7,500	\$23,253	0%
Excise Tax on Piped Gas	11,000.00	\$0	\$0	0%
Franchise Tax on Electric PO	292,927.00	\$0	\$77,860	27%
Sales Tax on Telecommunications	7,931.00	\$0	\$135	2%
Sales Tax on Video Programming	9,346.00	\$0	\$0	0%
Local Government Sales & Use Tax	910,000.00	\$114,596	\$454,233	50%
Powell Bill Revenues	150,000.00	\$72,387	\$72,387	48%
ABC Revenue - County	14,000.00	\$3,858	\$3,858	28%
Court Cost	200.00	\$108	\$357	179%
Sales Tax Refund	70,000.00	\$0	\$0	0%
Planning/Zoning Fees	75,000.00	\$5,325	\$40,037	53%
Garbage Collection Fees	340,000.00	\$31,079	\$77,353	23%
Resource Officer Reimburse	170,000.00	\$0	\$0	0%
EMS Utility Reimbursement	5,000.00	\$110	\$440	9%
ABC Profits - State	15,000.00	\$0	\$0	0%
Solid Waste Disposal Tax	3,100.00	\$0	\$721	23%
East Landis Property Tax	32,000.00	\$0	\$23,118	72%
East Landis Tax - Prior Years	200.00	\$0	\$0	0%
East Landis Penalties and Interest	1,500.00	\$0	\$448	30%
East Landis - Motor Vehicles	4,500.00	\$0	\$1,448	32%
Debt Setoff	100.00	\$0	\$0	0%
Police Service Reimbursement	-	\$795	\$795	0%
Fire Service Reimbursement	-	\$0	\$1,390	0%
Over/Short	-	\$0	\$144	0%
Sale of Fixed & Surplus Assets	50,000.00	\$0	\$0	0%
Rowan Municipal Association	2,000.00	\$0	\$804	40%
Fund Balance Appropriated	1,042,174.00	\$0	\$0	0%
Administrative Service Charges	797,422.00	\$0	\$199,356	25%
Park Revenues	155,900.00	\$12,091	\$83,959	54%
Water Service	1,130,000.00	\$108,376	\$310,797	28%
East Landis Water	50,000.00	\$0	\$0	0%
Reconnect Fees	-	\$8,625	\$8,625	0%
Water Tap Access Fee	-	\$4,032	\$4,032	0%
Interest on Investments	84,000.00	\$3,280	\$10,622	13%
Miscellaneous Income	-	\$0	\$6,155	0%
Tap Fees - Water	50,000.00	\$5,156	\$12,890	26%
Grant - Water	2,125,000.00	\$0	\$0	0%
Planning Review Fees	-	\$0	\$24,336	0%
Debt Setoff	5,000.00	\$0	\$0	0%
Fund Balance Appropriated	3,147.00	\$0	\$0	0%
Sewer Service Fees	1,024,000.00	\$89,339	\$218,641	21%
Sewer Impact Fees	15,000.00	\$5,936	\$5,936	0%
Interest on Investments	-	\$3,279	\$10,621	0%
Tap Fees	35,000.00	\$0	\$12,771	36%
Fund Balance Appropriated	30,938.00	\$0	\$0	0%
Stormwater Fees	115,000.00	\$9,870	\$29,585	26%
Interest on Investments - Stormwater	2,000.00	\$239	\$768	38%
Planning/Zoning Fees	-	\$0	\$30,762	0%
Fund Balance Appropriated	3,147.00	\$0	\$7,342	233%
Electricity Fees	6,095,000.00	\$519,679	\$1,760,137	29%
Penalties - Electric	100,000.00	\$9,812	\$26,638	27%
Reconnect Fees	40,000.00	\$2,700	\$12,600	32%
Meter Tampering Fees	1,000.00	\$0	\$0	0%
Pole Attachments	500.00	\$0	\$9,460	1892%
Interest on Investments - Electric	70,000.00	\$7,149	\$22,858	33%
Miscellaneous Income	1,000.00	\$0	\$10,880	1088%
Underground Service	400.00	\$0	\$0	0%
Payment Return Fees	3,000.00	\$420	\$910	30%
Debt Setoff	3,000.00	\$772	\$3,929	131%
Sale of Surplus Assets - Electric	8,000.00	\$0	\$470	0%
Vendor Reimbursement	982,979.00	\$0	\$983,123	0%
RE Appropriated - Electric	331,172.00	\$0	\$0	0%
<b>TOTAL</b>	<b>19,233,831.00</b>	<b>\$1,053,968</b>	<b>\$6,339,333</b>	<b>33%</b>



Bank Balances	
Bank OZK - General Fund Checking	\$1,000 0%
Payroll Account	\$7,463 1%
NCCMT - General Fund	\$8,962,752 73%
General Fund Sweep Account	\$2,339,955 19%
Passive Park Fund Savings Account	\$178,981 1%
Passive Park A/P Account	\$1,000 0%
NCCMT - Powell Bill Restricted	\$749,710 6%
Landis Police Foundation	\$5,385 0%
<b>TOTAL</b>	<b>12,246,245 100%</b>

Operating Budget Expenditures	Budgeted FY24/25	October	FY24/25 YTD	%
Administration	\$1,410,850	\$95,915	\$427,712	30%
Police Department	\$1,601,003	\$109,661	\$478,739	30%
Fire Department	\$1,476,996	\$483,797	\$718,788	49%
Streets Department	\$1,519,213	\$80,794	\$277,185	18%
Sanitation Department	\$310,000	\$22,434	\$67,492	22%
Parks and Recreation	\$547,460	\$71,644	\$206,971	38%
Electric Department	\$7,636,051	\$702,612	\$1,674,408	22%
Water Department	\$2,897,526	\$150,883	\$288,970	10%
Sewer Department	\$1,355,560	\$269,640	\$480,876	35%
Storm Water Department	\$120,147	\$15,682	\$19,848	17%
Debt Service - Municipal Loan/Copiers	\$60,025	\$798	\$50,528	84%
Debt Svc-USA Bonds/Sewer Eq/Srf Loan	\$299,000	\$0	\$1,701	1%
<b>Total Expenditures</b>	<b>\$19,233,831</b>	<b>\$2,003,859</b>	<b>\$4,693,218</b>	<b>24%</b>

<b>Landis Police Foundation</b>	Balance \$5,385	October	FY 24/25	
<b>Revenues - Sponsorships &amp; Interest</b>		\$1,160	\$1,440	
<b>Expenditures</b>		\$2,241	\$2,241	
<b>Passive Park Fund</b>	Balance \$179,981	October	FY 24/25	
<b>Revenues - Sponsorships &amp; Interest</b>		\$15	\$45	
<b>Expenditures</b>		\$0	\$0	
<b>Downtown Revitalization Grant (Project #25-6)</b>	Balance \$13,862	October	FY 24/25	
<b>Revenues</b>		\$0	\$0	
<b>Expenditures</b>		Allocated	Expensed	Completed
Globes and new light bulbs for Central Avenue				\$15,633
Landscaping (project #s 25-10, 25-11, 25-12, and 25-13)		\$60,940	\$34,598	\$1,000
Repair Town Crier Clock				\$8,565
<b>Totals</b>		\$60,940	\$34,598	\$25,198
<b>Powell Bill</b>	Balance \$293,953			
<b>Revenues</b>		\$0	\$0	
<b>Expenditures</b>		Allocated	Expensed	Completed
Rent Street Sweeper				\$3,400
Traffic Directional/Speed Signs				\$3,340
Sidewalk Project (project #25-28)				\$51,750
Paving		\$217,233		\$0
<b>Totals</b>		\$217,233		\$58,490



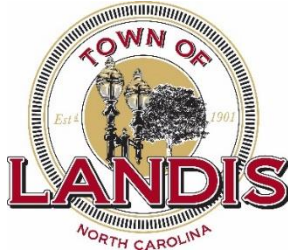


# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** November 12, 2024  
**SUBMITTED BY:** Michael D. Ambrose, Town Manager  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Reports  
**SUBJECT:** **Managers Report**

**DETAILS:**



**Town Manager Report  
Month of October 2024**

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

1. Downtown Revitalization Project on Central Avenue is in full swing. This project is expected to be completed within the next month and will cause some partial road closures while being constructed.
2. The Mount Moriah Church Road/West Ryder Avenue water line, and the elevated water tank grant projects have been approved with additional State funding by the North Carolina Department of Environmental Quality (NCDEQ). These projects will be able to move forward to the construction phase.
3. Downtown Revitalization is in full swing with the landscape projects of downtown, and in front of Town Hall. Some questions have arisen regarding the trees downtown. Those trees had diseases, and were dying; therefore, this project will replace those trees with 12 feet tall European Hornbeams.
4. The Town 2024 Paving is behind schedule (according to the contractor) however it should be completed in the Spring of 2025. We will post the affected streets on our website, and social media outlets around that timeframe, so citizens will be aware of any detours.
5. The Town has received \$300,000 from the NC Streamflow Rehabilitation Assistance Grant Program to help with some of our PL-566 Watershed Dam challenges at Lake Landis. These challenges were identified by our recent NCDEQ inspection. The Town will accept bids over the next month for the vegetation removal off Landis Landis Dam. Lake Landis and Lake Corriher Lake Levels have been lowered to keep pressure off the dams.
6. Town Staff will present the road closure of E Mills Drive at E Ryder Avenue, in the November 2024 Board of Aldermen Meeting, following the recommendation of the NC Department of Transportation. The public hearing will be scheduled by the Board of Aldermen.
7. Town Hall painting project has been completed.
8. The New Landis Fire Engine (Engine 441) is still undergoing some warranty work and will hopefully be “in service” by January 2025. Once this fire engine is “road ready” there will be a fire ceremony for the Landis Community prior to the truck going “in service”.

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

Thank you,

Michael D. Ambrose



2024

# NOVEMBER

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5 Election Day	6	7 Board of Aldermen Work Session Meeting: 5:30PM	8	9
10	11 Town Hall Closed in observance of Veterans Day Holiday	12 Board of Aldermen Regular Scheduled Meeting: 5:30PM	13	14	15	16
17	18	19 Planning Board Meeting: 6:00PM	20	21	22	23
24	25	26 Christmas Parade & Downtown Tree Lighting 4-7PM Town Hall Closing 10AM	27	28 Town Hall Closed in observance of Thanksgiving Holiday	29 Town Hall Closed in observance of Thanksgiving Holiday	30
1	2	3	4	5	6	7

# DECEMBER

**NOTE**

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## COMMUNITY EVENTS

- 2023-2024
- 11/21/2023 : Christmas Parade
  - 11/21/2023 : Downtown Tree Lighting Event
  - 12/9/2023 : Campfire Christmas with Santa
  - 3/23/2024 : Easter EGG-stravaganza
  - 4/5/2024 : Downtown Car Cruise-In (also held on 5/3/2024, 6/7/2024, 7/5/2024, 8/2/2024, and 9/6/2024)
  - 8/6/2024 : National Night Out
  - 9/20/2024 : Touch-A-Truck Event
  - 10/26/2024 : Fall Festival/Trunk or Treat
  - 11/26/2024 : Christmas Parade
  - 11/26/2024 : Downtown Tree Lighting Event
  - 12/14/2024 : Campfire Christmas by the Lake



312 S. Main St.  
704-857-2411  
www.townoflandisnc.gov





2024

# DECEMBER

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

**NOTE**

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## EVENTS 2024 - 2025

UPCOMING

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

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

