



## BOARD OF ALDERMAN

Monday, March 11, 2024 at 6:00 PM

Landis Board Room

### AGENDA

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**PLEASE SILENCE ALL CELL PHONES**

#### 1. INTRODUCTION:

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

#### 2. CONSENT AGENDA:

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

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

- [2.1](#) Consider Approval of Work Session Meeting Minutes from February 8, 2024 and Regular Scheduled Meeting Minutes from February 12, 2024
- [2.2](#) Consider Approval of Hosting OneBlood Blood Drive June 14, 2024, for Employees and Citizens. Additionally, Consider Employee Incentive of 4-Vacation Hours for Donating Blood
- [2.3](#) Consider Approval of the Police Department Applying for the Norfolk Southern Railroad Grant

#### 3. PUBLIC HEARINGS:

- [3.1](#) Consider Public Hearing for Order to Close a Public Right-of-Way (W. 2nd St.)

**4. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

4.1 Citizens' Comments

**5. CONSIDERATIONS:**

[5.1](#) Consider Appointing Debra Cox to the Town of Landis Planning Board

[5.2](#) Consider Approval of Implementing a Planning Board Stipend for Monthly Meetings

[5.3](#) Consider Approval of Repairing the Town Crier Clock Located on N Central Avenue

[5.4](#) Consider Approval of a Sewer Utility Easement for Landis Grove Development

**6. REPORTS:**

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

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

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

**7. UPCOMING EVENTS:**

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

**8. EXECUTIVE SESSION:**

8.1 Consider Motion to Enter Executive Session Pursuant to N.C.G.S.143-318.11(a)(3) to Consult with Town Attorney

**9. CLOSING:**

9.1 Board Comments

9.2 Motion to Adjourn



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Meeting Minutes

**AGENDA SECTION:** Minutes

**SUBJECT:** **Consider Approval of Work Session Meeting Minutes from February 8, 2024, and Regular Scheduled Meeting Minutes from February 12, 2024**

**DETAILS:**



# WORK SESSION

Thursday, February 08, 2024 at 5:30 PM  
Landis Board Room

## MINUTES

**PLEASE SILENCE ALL CELL PHONES**

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

**Absent:** Alderman Darrell Overcash

**Staff Present:** Town Manager Michael Ambrose, Human Resources Director/Town Clerk Madison Stegall, Finance Director Jeneen McMillen, Deputy Town Clerk Angie Sands, Town Attorney Rick Locklear, Public Works Director Joe Halyburton, Chief of Police Matthew Geelen

### 1. INTRODUCTION:

#### 1.1 Call Meeting to Order

Mayor Smith called the meeting to order at 5:30PM.

#### 1.2 Welcome

Mayor Smith welcomed those in attendance.

#### 1.3 Adoption of Agenda

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

Moved by: Ashley Stewart, Seconded by: Tony Corriher

Motion Passed: 3-0

Voting for: Tony Corriher, Ashley Stewart, Ryan Nelms

### 2. CONSIDERATIONS:

**2.1 Consider Discussion of the Agenda Packet for February 12, 2024, Regular Scheduled Meeting in Order to Provide Opportunities for Board Members to Study Issues, Gather and Analyze Information, and Clarify Direction for Staff**

**02/12/24 Agenda Items Discussed: (The Agenda for 02/12/24 was discussed sequentially, only items that were deliberated will be mentioned below).**

## 2.2 Consider Approval of Purchasing Additional Meter Transceiver Units

Town Manager Michael Ambrose gave some discussion on how MXU systems were coming to the end of their life span, and the town will need to replace them soon. Mayor Pro-Tem Ashley Stewart asked if replacing the MXU's was already in the budget. Manager Ambrose confirmed that this expenditure was in the current budget.

## 6.2 Consider Approval of New Lake Corriher Park Signs

Mayor Smith discussed how Harwood Signs provided samples of the different post and sign options so the Board could see which materials would be used for the signs. Harwood Signs would be using two posts to hold the signs instead of one post. Willie B. Moore Signs and Harwood Signs would be using 6mm material for the signs, and Broome Sign Company would be using 3mm. Harwood Signs and Willie B. Moore Signs would be concreted in. Broome Sign Company did not express if their signs would be concreted in. Alderman Nelms asked staff to include the sign sizing chart in the packet for the February 12, 2024, meeting.

## 7.1 Departmental Reports (Included in the Board packet)

Mayor Smith asked if parks were not claiming the 4-door truck that they have since the mileage was not on their department report. Town Manager Michael Ambrose stated that the vehicle was showing in their department and has not been moved and would ensure the vehicle is added to their report.

Mayor Smith commented on how good the new tags on the Police vehicles look. Town Manager Michael Ambrose said that it helps identify the Officer.

Manager Ambrose and Mayor Smith discussed the traffic study that would be conducted by the NCDOT going on at E Mills and Ryder Ave due to accidents in that area.

## 2.2 Consider Motion to Enter Closed Session Pursuant to N.C.G.S.143-318.11(a)(4) to Discuss Economic Development

**ACTION: A MOTION WAS MADE TO ENTER CLOSED SESSION PURSUANT TO N.C.G.S. 143-318-11(a)(4) TO DISCUSS ECONOMIC DEVELOPMENT.**

Moved by: Ashley Stewart, Seconded by: Ryan Nelms

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

Closed Session was held in the Executive Conference Room.

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

Moved by: Ashley Stewart, Seconded by: Tony Corriher

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

## 3. CLOSING:

### 3.1 Motion to Adjourn

**ACTION: A MOTION WAS MADE TO ADJOURN AT 6:17 PM.**

Moved by: Tony Corriher, Seconded by: Ashley Stewart

Motion Passed: 3-0

Voting For: Tony Corriher, Ashley Stewart, Ryan Nelms

Respectfully Submitted,



# BOARD OF ALDERMAN

Monday, February 12, 2024 at 6:00 PM  
Landis Board Room

## MINUTES

**PLEASE SILENCE ALL CELL PHONES**

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

**Staff Present:** Town Manager Michael Ambrose, Human Resources Director/Town Clerk Madison Stegall, Finance Director Jeneen McMillen, Parks and Recreation Director Jessica St. Martin, Deputy Town Clerk Angie Sands, Town Attorney Rick Locklear

### 1. INTRODUCTION:

#### 1.1 Call Meeting to Order

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

#### 1.2 Welcome

Mayor Smith welcomed those in attendance.

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

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

#### 1.4 Adoption of Agenda

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

Moved by: Ashley Stewart, Seconded by: Tony Corriher

Motion Passed: (4-0)

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

### 2. CONSENT AGENDA:

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

#### 2.1 Consider Approval of the January 8th, 2024, Meeting Minutes

## 2.2 Consider Approval of Purchasing Additional Meter Transceiver Units (MXU's)

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

Moved by: Ashley Stewart, Seconded by: Ryan Nelms

Motion Passed: (4-0)

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

## 3. PUBLIC HEARINGS:

### 3.1 Consider Concurrent Legislative Hearing for Voluntary Annexation and Initial Zoning Designation of Property on S Chapel Street

Planning, Zoning, and Subdivision Administrator, Rick Flowe, gave a brief overview of the Voluntary Annexation on S Chapel Street. Mr. Flowe stated that the property owners had requested to bring the property into the town limits. It's actually the remainder of the property that they own, most of the property is already within the town limits.

**ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC LEGISLATIVE HEARING FOR VOLUNTARY ANNEXATION OF PROPERTY ON S CHAPEL STREET.**

Moved by Ashley Stewart, Seconded by: Ryan Nelms

Motion Passed: (4-0)

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

No comments or questions were made.

**ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC LEGISLATIVE HEARING FOR VOLUNTARY ANNEXATION OF PROPERTY ON S CHAPEL STREET.**

Moved by Ashley Stewart, Seconded by: Darrell Overcash

Motion Passed: (4-0)

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

**ACTION: A MOTION WAS MADE TO APPROVE ORDINANCE #ANNEX 2024-02-12 TO ANNEX THE SUBJECT PROPERTIES.**

Moved by Ashley Stewart, Seconded by: Tony Corriher

Motion Passed: (4-0)

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

**ACTION: A MOTION WAS MADE TO APPROVE ORDINANCE #ZMA 2024-02-12 TO ESTABLISH INITIAL TOWN ZONING.**

Moved by Ashley Stewart, Seconded by: Darrell Overcash

Motion Passed: (4-0)

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

## 4. PRESENTATIONS:

### 4.1 Employee Recognition- Town Clerk, Madison Stegall, becoming Certified Municipal Clerk through the International Institute of Municipal Clerks

Mayor Smith presented Town Clerk, Madison Stegall, with a Certificate for becoming a Certified Municipal Clerk.

**4.2 Swearing in of Landis Police Officer (Damian Campbell)**

Mayor Smith presented Damian Campbell with the Town of Landis Police Oath of Office and swore him in.

**5. CITIZEN COMMENTS:**

*All citizen comments are limited to 3 minutes.*

**5.1 Citizens' Comments**

- Nadine Cherry - 410 W Garden Street

“I would like to start by saying I appreciate the Mayor and Board for going to the new Conference Room when the Executive Session was held during last week’s Workshop, which allowed me to stay in the Board Room. I can and will give you a thumbs up for doing that. We the town are/is so far behind doing things that should have been done many, many years ago, such as ADA compliancy. There are many, many things I will speak about during upcoming meetings. It’s just going to take some time to get these things written down. And I will acknowledge this, the beeping that your hearing is the big battery going off, so, if it’s irritating anybody, let me know and I will cut it off.”

- David Roberts 506 N Central Ave

Mr. Roberts talked about how he and his wife are part of the Leadership Team of the South Rowan Public School Bible Teacher Association. The Association raises funds to reimburse Rowan Salisbury Schools for the salaries and fringe benefits paid by them to our 2 full time Bible teachers Bertha Flores and Emily Griggs who teach Bible History at JC Carson High School, South Rowan High School, Corriher Lipe Middle School, and China Grove Middle School. The Association has been encouraged to offer classes at Southeast Middle school, a long-range goal of our Association. We are currently with Rowan/Salisbury Schools to hire our 3<sup>rd</sup> Full time teacher that will allow us to provide classes at Southeast High School. The Association offers 3 major fundraiser events per year in our community. The first is LD Gray Memorial Spring Bible Banquet or Drive through BBQ chicken dinner at First Reformed Church in Landis on May 9,2024. The second is the 3<sup>rd</sup> Annual Run for the 5k Run for the Word Race on September 14,2024 at Trinity Lutheran Church in Landis. The third is the Annual Fall Bible Golf Tournament to be held at Irish Creek Golf Course on October 28,2024. Please allow me to express our sincere thanks to the Town of Landis Board of Aldermen, Mayor, Town Manager, Fire, and Public Works personnel for their leadership in support and with working with our team in planning and executing a safe 5k race for the past 2 years.

**6. CONSIDERATIONS:**

**6.1 Consider Approval of Digital Records Policy**

**ACTION: A MOTION WAS MADE TO APPROVE THE DIGITAL RECORDS POLICY.**

Moved by: Ashely Stewart, Seconded by: Tony Corriher

Motion Passed: (4-0)

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



**6.2 Consider Approval of New Lake Corriher Park Signs**

Town Manager Michael Ambrose made a recommendation for Harwood Signs. Manager Ambrose stated that this will be the most stable, the most durable, and longest lasting option. The signs the town currently has are the small thin signs and have not lasted very long.

**ACTION: A MOTION WAS MADE TO APPROVE THE LAKE CORRIHER PARK SIGNS TO BE AWARDED TO HARWOOD SIGNS AT \$6783.80.**

Moved by: Ashley Stewart, Seconded by: Tony Corriher

Motion Passed: (4-0)

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

**6.3 Consider Update on South Upright Street Lift Station**

Town Manager Michael Ambrose updated the Board on the S Upright Street Lift Station. The town has had two issues with this lift station in the past month, and proper notifications were sent to the Salisbury Post. The issues were in reference to the inflow of rainwater getting into the lift station causing it to overflow into the creek. The Town currently has an outstanding grant project which is expected to begin this summer. Part of this project is designed to replace the old clay pipes which are currently feeding the Upright Lift Station. This replacement should reduce the amount of rainwater that is entering the station. The Engineer on the project has assured staff this issue will diminish once the project is complete.

**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)**

Mayor Smith reminded everyone about the Work Session on 3/7/2024, Board of Aldermen Meeting on 3/11/24, and Planning Board Meeting on 3/12/24. Town Hall will be closed on 3/29/24 for Good Friday.

**9. CLOSING:**

**9.1 Board Comments**

No comments

**9.2 Motion to Adjourn**

**ACTION: A MOTION WAS MADE TO ADJOURN AT 6:25 PM.**

Moved by: Ashley Stewart, Seconded by: Ryan Nelms

Motion Passed: (4-0)

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

Respectfully Submitted,

Madison T. Stegall, Town Clerk



# Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** March 11, 2024  
**SUBMITTED BY:** Madison Stegall, HR Director  
**ITEM TYPE:** Consideration  
**AGENDA SECTION:** Consent Agenda  
**SUBJECT:**

**DETAILS:**

OneBlood of the Carolinas has reached out in hopes of participating in another blood drive with the Town of Landis. Oneblood will bring their mobile blood donation bus so that donors can donate on-site, in the bus, while they are here. The plan is to have the bus park next to Town Hall in the large adjacent parking lot. Any Town employee, working or not, is invited and encouraged to donate. Respective scheduling can be arranged to ensure coverage within departments to allow all employees to take advantage of this potentially lifesaving donation. This event will also be open to the public and will be advertised locally on social media to encourage participation. Oneblood will give each donor a \$20 e-gift card and a swag item after donation. Additionally, we ask for your consideration regarding another incentive to give by offering 4-vacation hours to those that donate.



## Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** **Consider Approval of the Police Department Applying for the Norfolk Southern Railroad Grant**

**DETAILS:**

The Police Department has been focused on reducing speed around the town, which reduces our traffic collisions, making our roadways safer for our motoring public and pedestrians. Staff has sought out a grant through the Norfolk Southern Railroad, which will assist us in accomplishing our mission of safe driving, by purchasing four solar power-mounted speed limit signs to be installed at four key roadways on East and West Ryder Streets and North and South Main Streets.

These installations will be instrumental in improving safety at intersections where vehicular and pedestrian traffic can be particularly heavy. Providing a visible indication of the speed limit will help prevent accidents and promote safe practices among drivers and pedestrians. Therefore, I kindly seek your support and approval for the submission of this grant application as it aligns with our shared goal of promoting safety and sustainability in our community.



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** Public Hearings

**SUBJECT:** Consider Public Hearing for Order to Close a Public Right-of-Way (W. 2<sup>nd</sup> St.)

**DETAILS:**

- A. OVERVIEW FROM STAFF
  
- B. OPEN HEARING**
  
- C. COMMENTS BY PUBLIC
  
- D. CLOSE HEARING**
  
- E. CONSIDER ORDINANCE #OTC-2024-03-11**

**BOARD OF ALDERMEN  
TOWN OF LANDIS  
ORDER TO CLOSE A PUBLIC RIGHT-OF-WAY**

Ordinance #OTC-2024-03-11

**WHEREAS**, pursuant to North Carolina General Statute 160A-299, the Board of Aldermen of the Town of Landis has been petitioned to permanently close a portion of an unopened right-of-way known as the street or public roadway right-of-way commonly known as W. 2nd St. which is more particularly described in Attachment “A” attached hereto and made a part of this Order; and

**WHEREAS**, a public hearing on the question of such closing was held on March 11, 2024 at which time the plans for such closing were explained and all persons given an opportunity to be heard; and

**WHEREAS**, notice of said closing was given in accordance with the requirements of law; and

**WHEREAS**, it has been found to the satisfaction of the Board of Aldermen after the public hearing that closing of the street or public right-of-way is not contrary to the public interest and that no individual owning property in the vicinity of the street or public roadway right-of-way or in the subdivision in which it is located would be deprived of reasonable ingress and/or egress to their property.

**NOW THEREFORE, IT IS ORDAINED** by the Board of Aldermen of the Town of Landis as follows:

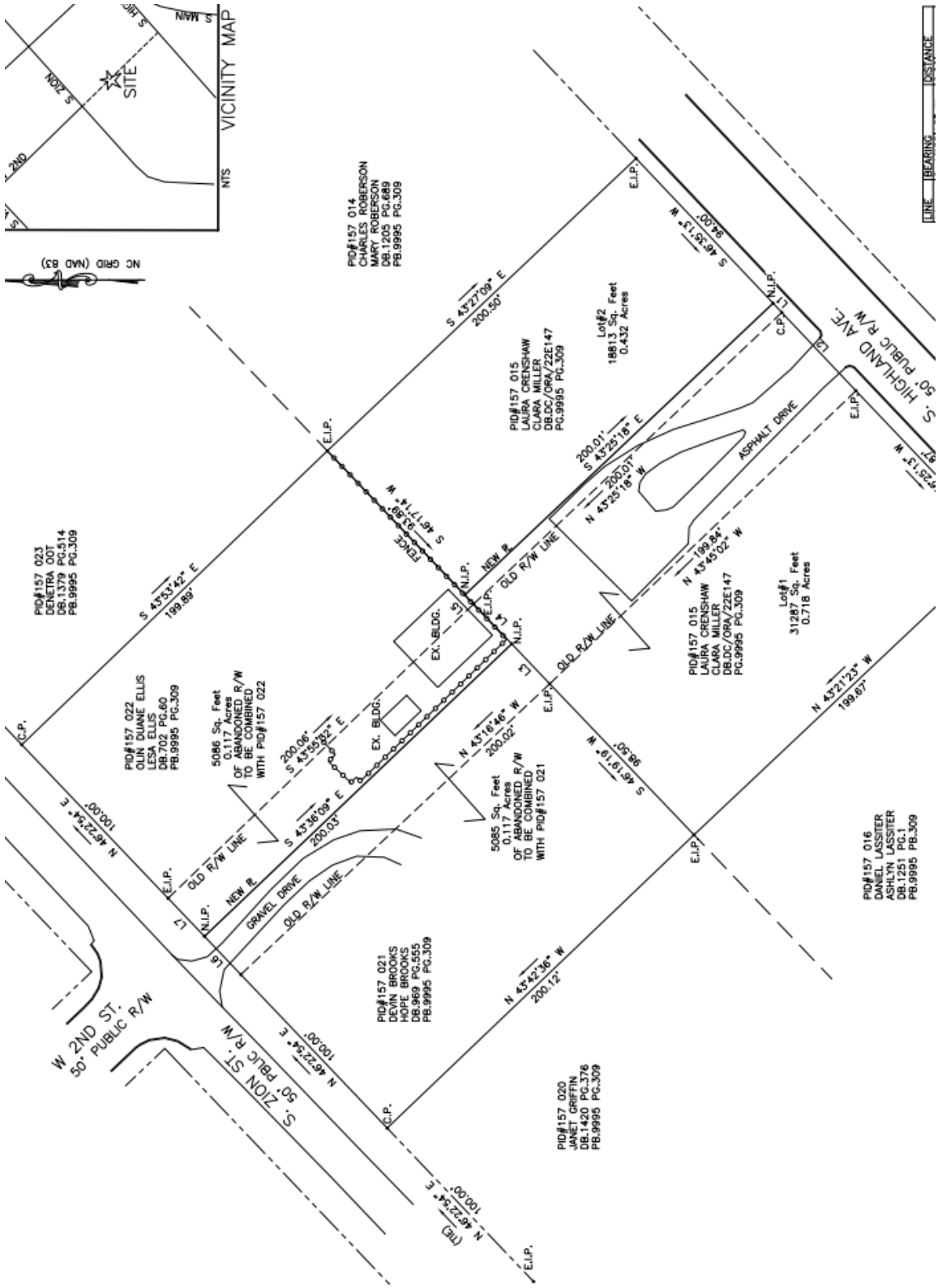
1. That the portion of the street or public roadway right-of-way commonly known as W. 2nd St. in Attachment “A”, is hereby closed effective immediately.
2. That the Town of Landis reserves any and all right, title and interest in and to any utility improvements and/or easements within any portion of the above-described street or public roadway right-of-way closed by this Order.
3. That a certified copy of this Order be filed in the office of the Register of Deeds for Rowan county, North Carolina.

Adopted this 11<sup>th</sup> day of March 2024.

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

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

Attachment "A"





# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Appointing Debra Cox to the Town of Landis Planning Board**

**DETAILS:**



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of Implementing a Planning Board Stipend for Monthly Meetings**

**DETAILS:**

Our Planning Board has been unable to meet for different reasons in the last few months; however, the most often issue is the lack of a quorum. An abundance of coordination and work goes into putting these meetings together. When a meeting is cancelled it puts the developers, public hearings, and planning department behind in getting these developments to the finish line. My recommendation is to have a Planning Board Stipend, in the amount of \$25, for all members of the committee who attend the meetings from the beginning until the end. These members must be present for the initial roll call and be included in the adjourn vote to receive payment.





## Item Cover Page

**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of Repairing the Town Crier Clock Located on N Central Avenue**

**DETAILS:**

The Town Crier Clock located on North Central Avenue is currently in need of repair. Staff searched through records and located The Verdin Company, out of Ohio, who installed the clock in 2012. The last maintenance call for the clock was completed in 2014.

The Verdin Company advised staff they can perform a service call to get the clock back to its working condition, as all the parts in the clock are still serviceable. The worst-case scenario after initial diagnosis would be a mechanical renovation, which would replace all the clock’s internal parts.

The service call is quoted at \$625.00, which includes travel time, the first hour of service, and any small parts or fuses needed to get the clock repaired. An additional \$140.00 will be charged each additional hour, plus any additional costs of other substantial parts that may need to be replaced.

Additionally, staff have been quoted a price of approximately \$8,000 if a mechanical renovation is warranted. A new clock would cost approximately \$50,000.

Other quotes for repairing the clock were obtained by staff, and are included in your packet; however, given that Verdin was the original manufacturer of the clock, and has the best pricing, my recommendation is to move forward with allowing Verdin Company to come out, identify, and repair the clock.



Chime Master  
 PO Box 936  
 Lancaster OH 43130  
 1-800-344-7464

Town of Landis, Jessica St. Martin  
 312 South Main Street  
 Landis NC 28088  
 United States

# Customer PO#

# Quotation # S03357

**Quotation Date:**  
 01/09/2024

**Expiration:**  
 03/09/2024

**Salesperson:**  
 Jeff Crook

Description	Product Qty	Quantity	Unit Price	Taxes	Amount
cmt -c8a clock movement (drive)	4.000		\$ 7,000.00		
[CTRL-99BMI] CTRL-99BMI Automatic Clock Controller with IP65 enclosure	1.000		\$ 1,000.00		
clock hands per pair clock hands	4.000		\$ 600.00		
installtion	1.000		\$ 5,000.00		
wiring harness	1.000		\$ 0.00		
<b>Total</b>					<b>\$ 13,600.00</b>

Signature: \_\_\_\_\_

## LARGE LUCERNE FOUR DIAL DESIGN

### LARGE LUCERNE FOUR DIAL STREET CLOCK


16'1" (490CM) HEIGHT (PSTCLK-4LUCERNE)

Electric Time Company's Large Four Dial Lucerne Street Clock is a perfect focal point for your community or business. The fully equipped full-sized clock is perfect for many uses, including parks, schools, main street and banks.

#### FEATURES

- Aluminum Post, Saddle & Head - no plastic or fiberglass
- Nominal 30" Dial
- Automatic 99B-MI Control
- GPS satellite synchronization
- Style "MI" Clock Movements made by Electric Time
- Translucent Acrylic Dials backlighted with LEDs
- Clear Tempered Glass Crystals
- Photocell Controlled Lighting
- UL & CUL Listed
- Weatherproof
- Wide Range of Dial Marking and Hand Designs
- Acid etched primer with Polyurethane top coat. Finish system tested and passed UV and Salt Spray ASTM test
- Wide Range of colors including Forest Green and Black
- Gold Highlighting
- Stainless Steel Anchor Rods with Templates included
- 3 Year Warranty
- 80 Years Serviceability

#### SPECIFICATIONS

- "Green" Lighting
- Standard Power Requirements 115VAC/60HZ
- 240 VAC/50HZ on request
- 



Alberta, Canada

#### OPTIONS

- Custom Color Match
  - Faux Finishes
  - Gold Leaf Highlighting
- Custom Dial Graphics and Logos
- Local Installation and Service
  - Polycarbonate Crystals
- Raised Lettering on Clock Head
  - Cast Bronze Plaques

#### REFERENCE

- Drawing A-7900 Elevation
- Drawing A-6570 Foundation



The Verdin Company  
 444 Reading Road  
 Cincinnati, OH 45202  
 800-543-0488  
 www.verdin.com

# QUOTATION

Section 5, Item 5.3

**TO:**

TOWN OF LANDIS  
 P.O. BOX 8165  
 LANDIS, NC 280888165  
 (704)857-2411

**SHIP TO:**

TOWN OF LANDIS  
 136 N. CENTRAL AVE.  
 LANDIS, NC 28088

ATTN:

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
1710499	1/2/2024	010464	SDI			Destination	90 DAYS

Item	Quantity	UM	Part	Description	Price \$	Extension \$
001	1.00	EA	Z-NCLA003-SVC	<p>Per call from Jessica St. Martin 704-857-4114 the clock has been inop for several years and she would like a service call to get it up and running again, quoting 625/140</p> <p>SVC NCLA003-010464 TOWN OF LAN</p> <p>Estimated Tax SubTotal</p> <p>TOTAL EST TAX \$ 43.75</p>	625.00	625.00
<b>Total for Quote \$</b>						668.75



**POST CLOCK ORDER FORM**

**THE VERDIN COMPANY**  
 1118 PENDLETON ST. | SUITE 500 | CINCINNATI, OH 45202  
 TOLL FREE: (800) 543-0488 | VERDIN.COM

DATE: March 6, 2024

SOLD TO: Town of Landis  
 CONTACT: Jessica St. Martin  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

INSTALL AT: Town of Landis  
 CONTACT: Jessica St. Martin  
 ADDRESS: 312 South Main Street  
 CITY: Landis  
 STATE: NC ZIP: 28088  
 PHONE: (704)857-2411 EMAIL: jstmartin@townoflandisnc.gov

		QTY.	NOTES
<b>NEW POST CLOCK</b> TWO-FACE _____ FOUR-FACE _____ COURTYARD _____ <b>CUSTOM CLOCK</b> _____			
<b>CLOCK RESTORATION</b> <u>Mechanical Restoration of Existing Post Clock</u> <u>Verdin Model # 4M/ST</u>		1	Includes new timepiece, dial gears, & clock hands; digital clock controller; junction box, and other related parts.
<b>DIAL FACE</b> _____ <b>CLOCK COLOR</b> _____ <b>ACCENT PAINTING</b> _____ <b>CUSTOM HEADER</b> _____ <b>BOTTOM PANEL SET</b> _____ <b>RAISED LETTERING</b> _____ <b>CUSTOM PLAQUE</b> _____ BRONZE _____ <b>GPS INTERFACE</b> _____ <b>TOWN CRIER CARILLON with SPEAKERS</b> _____ <b>REMOTE CONTROL</b> _____			
<b>OTHER OPTIONS</b> _____ _____ _____			
<b>INSTALLATION</b> <u>Installation by Verdin</u>			
<b>FREIGHT</b> <u>SHIPPING PRICE NOT INCLUDED - FOB Verdin Factory</u> <b>EST. MANF. LEAD TIME</b> <u>Approx. 125 days from receipt of signed quote or PO, deposit, and approved drawings; lead times may vary depending on model purchased and Verdin production backlog.</u>			
All delivery dates subject to final acceptance by The Verdin Co.		"X" Below To Accept Option	Option Cost
			<b>**PRICING GOOD FOR 60 DAYS**</b>
<i>Option #1</i>			SUBTOTAL (excluding tax)*     \$8,490.00
<i>Option #2</i>			EST. TAXES (actual taxes added to final invoice)
<i>Option #3</i>			50% DEPOSIT DUE WITH ORDER*     \$4,245.00
<b>Payment Information</b> Remit payment to: <u>The Verdin Company, PO BOX 23129, Cincinnati, OH 45223-0129</u> Purchaser responsible for sales tax, or must provide Verdin with tax exemption certificate.			BALANCE DUE UPON SHIPMENT*     \$4,245.00
			*Add cost of accepted options to total purchase price and deposit.

Purchaser \_\_\_\_\_

Sales Representative Stacey A. Dickerson, Area Manager

Signature \_\_\_\_\_

Signature 

*By signing, Purchaser acknowledges that it has read and accepted the attached Additional Terms & Conditions which are incorporated into this Order.*

*Order not binding until signed by authorized Verdin representative.*

Title \_\_\_\_\_ Date \_\_\_\_\_

Date 3/6/2024

**PURCHASE PRICE AND PAYMENT TERMS.** The total purchase price is the amount shown on the Order Form plus the price of any Options accepted by Purchaser (the Purchase Price). Payment of the Purchase Price shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% non-refundable deposit with Order with the balance due upon shipment by Verdin. Verdin will not begin the manufacturing process until it has received the deposit and approved drawings for the Products.

**CHANGE ORDERS.** Verdin, in its discretion, may accept additions, deletions, or changes to this Agreement without invalidating this Agreement if such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upon acceptance by an authorized Verdin representative.

**FREIGHT.** If freight charges are not included on the Order Form, such charges shall be added to Purchaser's final invoice.

**TAXES.** Unless otherwise noted, the Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxes or tariffs that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.

**LATE FEE.** Delinquent accounts that are unpaid for more than (45) days after issuance of a final invoice will bear interest at a rate of 1.5% per month, or 18% per year. Purchaser agrees to pay all reasonable collection costs and attorney's fees incurred in the collection of a delinquent account.

**DELIVERY AND STORAGE OF PRODUCTS.** Upon approval of drawings, Verdin will provide Purchaser with an estimated ship date for the Products. If Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin delay shipment of the Products more than 30 days beyond the estimated ship date, Verdin will store the finished Products and charge Purchaser a storage fee of \$250.00 per month, plus a \$500 logistics fee for loading/offloading and transporting the Products to and from storage. Upon placement of the Products in storage, Verdin will invoice Purchaser for the balance of the Purchase Price (less storage fees), which Purchaser agrees to pay within 30 days. Applicable storage charges will be added to Purchaser's final invoice when Products are shipped.

**VERDIN INSTALLATION.** If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete the installation. Unless otherwise agreed by the parties, Purchaser shall provide at its own expense the following items and services: (i) off-loading and safe storage of the Products at the job site; (ii) design, engineering, and construction of a concrete foundation required for the post clock, including stainless steel anchor bolts; (iii) cranes, lifts, or hoists required to move or install the Products, including the operators of such equipment; (iv) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all final connections to terminal strips, mounting of electrical panels, or splicing of wires; (v) any required permits, licenses, or stamps of engineering approval, and (vi) any necessary civil, structural, or electrical engineering services.

**ADDITIONAL INSTALLATION FEES.** For installations by Verdin, if the Products cannot be installed for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying the additional costs incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, and storage costs. In addition, if Verdin's service technician(s) is required to return to the job site at a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall provide Purchaser with a written change order for such additional fees prior to performing the installation.

**LIMITED WARRANTY.** Verdin warrants each Product to be free from defects in materials and workmanship for three years following the installation, provided that it is maintained in accordance with instructions provided by Verdin. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period will be limited to the repair or replacement, at Verdin's discretion, of any nonconforming or defective Products upon examination of such Products by Verdin. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any damage caused by misuse, neglect, or natural disaster, such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**NO LIABILITY FOR DAMAGES.** VERDIN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**ACCEPTANCE.** This Contract is subject to the approval and acceptance of an authorized representative of the home office of The Verdin Company.

**GOVERNING LAW.** The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.



# Item Cover Page

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Consideration

**AGENDA SECTION:** Considerations

**SUBJECT:** **Consider Approval of a Sewer Utility Easement for Landis 85 Development**

**DETAILS:**

The Landis 85 industrial site is requesting a temporary construction sewer utility easement giving them authority to construct a forcemain across town property. This forcemain will be dedicated to the town once the town approves the construction and takes over the maintenance of the main. This property is located on US 29 just south of Sonic. This easement has been sent to legal for Mr. Locklear’s review.

## CONSTRUCTION AND MAINTENANCE EASEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT (this "Agreement") is made and entered into to be effective as of the \_\_\_\_\_ day of March, 2024 (the "Effective Date"), by and between **TOWN OF LANDIS**, a North Carolina municipal corporation ("Grantor"), and **JSC-CCI LANDIS I, LLC**, a Delaware limited liability company (together with its successors and assigns, "Grantee").

WHEREAS, Grantor is the owner of that certain land located in Landis, Rowan County, North Carolina described in Exhibit A attached hereto (the "Town Tract"); and

WHEREAS, Grantee is the owner of that certain land located in Landis, Rowan County, North Carolina described in Exhibit B attached hereto (the "JS Tract"); and

WHEREAS, Grantor desires to create temporary non-exclusive access, drainage, construction and maintenance easements over portions of the Town Tract for the benefit of the JS Tract and to establish covenants and agreements as more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Drainage Improvements" shall mean the sewer, utility and drainage improvements described on Exhibit C attached hereto.

"Land" shall mean the Town Tract and the JS Tract, collectively.

"Laws" shall mean all laws, regulations, codes, ordinances, rules, and requirements of any municipality or governmental authority, and all matters of record applicable to the Land or the Drainage Improvements.

"Owner(s)" shall mean the fee simple owner(s) of all or any portion of the Town Tract and/or the JS Tract, as applicable, from time to time.

"Parcel" shall mean any portion of the Land owned by an Owner.

"Permittees" shall mean any person from time to time entitled to the occupancy of any portion of the JS Tract, under an ownership right or under any lease, sublease, license, concession or other occupancy agreement and their officers, directors, employees, agents, contractors,



customers, vendors, suppliers, visitors, and invitees insofar as their activities relate to the intended development, use and occupancy of the JS Tract.

"Work" shall mean the work necessary to construct the Drainage Improvements over the Town Tract.

**ARTICLE II  
EASEMENTS AND CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS**

2.1 Drainage Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement to enter and use the Town Tract for the construction, use and maintenance of the Drainage Improvements located on the Town Tract. Grantor shall not construct or erect or shall not allow the construction or erection of any barrier, structure, or object upon the Town Tract which materially obstructs or impedes the Work or the use of the Drainage Improvements. The term of the easement shall commence on the Effective Date and shall terminate upon completion of the Work and acceptance of the Drainage Improvements by Grantor as public improvements.

2.2 Construction of the Drainage Improvements. Grantee, at its sole cost and expense, shall construct and complete the Work and, in doing so, shall (a) comply (and cause its agents, employees and contractors to comply) with all applicable Laws; (b) obtain all licenses, permits and approvals from all applicable governmental authorities necessary to perform the Work; (c) perform the Work in a good and workmanlike manner; (d) diligently prosecute the Work to completion; (e) keep the affected portion of the Town Tract in a reasonably neat and clean condition at all times during the Work; (f) upon termination of this Agreement, remove from the Town Tract all rubbish, tools, equipment, unused construction materials and other associated materials; (g) excepting the Drainage Improvements, restore all areas of the Town Tract to pre-existing conditions or better; and (h) promptly discharge any liens filed against the Town Tract in connection with the Work.

2.3 Dedication. Upon completion of the Work, the Drainage Improvements shall be dedicated to and accepted by Grantor, or such applicable governmental authority for public use, maintenance and benefit. Upon Grantee's request, each Owner and Grantor shall promptly cooperate with Grantee, and execute all such documents reasonably necessary, to convey and/or dedicate all or any part of the Drainage Improvements for public use, maintenance and benefit. Upon the dedication and acceptance of the Drainage Improvements as provided in this Section 2.3, any easements declared, established, created, and/or reserved in this Agreement in, on, over, and/or with respect to the dedicated and accepted Drainage Improvements shall automatically terminate and be of no further force and effect, provided, however, such automatic termination shall be applicable only to those portions of the Drainage Improvements so dedicated and/or conveyed and subject to any reservation of rights.

**ARTICLE III  
GENERAL PROVISIONS**

3.1. Indemnity. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all injuries, costs, claims (whether pending or threatened), expenses

(including reasonable attorneys' fees and expenses) and damages caused by, arising out of, or resulting from the gross negligence or willful misconduct of Grantee (or its employees, agents, or contractors) in Grantee's exercise of its rights set forth in this Agreement. Furthermore, Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all injuries, costs, claims (whether pending or threatened), expenses (including reasonable attorneys' fees and expenses) and damages caused by, arising out of, or resulting from any lien being filed upon all or any portion of the Town Tract in connection with the Work.

3.2. Insurance. Grantee shall procure and maintain, or cause to be procured and maintained, at its expense, commercial general liability insurance against claims for personal injury, death, or property damage occurring in connection with the exercise of its rights under this Agreement, with a combined single-limit coverage of not less than Two Million Dollars (\$2,000,000.00) arising out of each occurrence, which coverage may be maintained by any combination of primary and excess policies. Such policy shall name Grantor as additional insured. Such insurance policy shall be issued by a financially responsible insurance company which is qualified to do business in the State of North Carolina. Grantee shall deliver to Grantor a certificate or other evidence of such insurance to Grantor as and when requested from time to time.

3.3. Amendments. This Agreement may only be amended or terminated with the written consent of all of the then-current Owners of the JS Tract and the Town Tract, and each such amendment or termination to be effective must be filed in the real property records of Rowan County, North Carolina.

3.4. Notices. Any notice or other communication hereunder shall be in writing and shall be given and deemed to have been received when delivered personally, one (1) business day after being deposited with a reputable overnight courier (such as Federal Express or UPS) or three (3) days after being mailed postage pre-paid, registered or certified addressed as follows (or to such other address or representative as any Owner may designate by written notice to the other Owners):

To Grantee: c/o Jackson-Shaw Company  
4890 Alpha Road, Suite 100  
Dallas, Texas 75244  
Attention: John Stone  
Telephone: (972) 628-7450  
Email: [jstone@jacksonshaw.com](mailto:jstone@jacksonshaw.com)

With a Copy To: Andrews & Barth, PC  
4851 LBJ Freeway, Suite 500  
Dallas, Texas 75244  
Attention: Justin K. Tonick  
Telephone: (214) 346-1185  
Email: [jtonick@andrews-barth.com](mailto:jtonick@andrews-barth.com)

To Grantor: Attn: Planning., Zoning and Subdivision Administrator  
Town of Landis  
312 South Main Street Landis  
North Carolina 28088

Any Owner which is not a signatory to this Agreement shall, upon becoming an Owner of a Parcel, notify the other Owners of its address for notices under this Agreement.

3.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provisions which are not invalid to persons or circumstances shall not be affected thereby, but rather this Agreement shall be enforced to the greatest extent permitted by law.

3.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of North Carolina.

3.7. Covenants Running With the Land. The easements, covenants, rights, benefits, burdens and obligations contained herein shall run with the Land, and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors-in-title.

3.8. Non-Dedication. Except as expressly provided in Section 2.3 above, nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever.

3.9. Non-Waiver. Failure by any Owner hereunder to insist upon or enforce any of its rights shall not constitute a waiver thereof. Any Owner hereto may waive in writing the benefit of any provision or condition for its benefit contained in this Agreement. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Owner against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

3.10. Estoppels. Each Owner may from time to time request any other Owner to provide to such Owner, its mortgagee or prospective purchaser, and the requested Owner shall so provide within ten business days of such request, an estoppel letter or certificate stating that, to the requested Owner's knowledge, the requesting Owner is in compliance with the terms and provisions of this Agreement, together with such other information as the requesting Owner shall reasonably request, or any exceptions thereto.

3.11. Representations and Warranties. Each Owner represents and warrants to each other respectively that they hold fee simple title to its respective Parcel(s), as set forth herein; that they have the requisite power and authority to enter into this Agreement; that all necessary and appropriate approvals, authorizations and other steps have been taken to effect the legality of this Agreement; that the signatories executing this Agreement are authorized to do so on behalf of such Owner; and that this Agreement is valid and binding upon and enforceable against such Owner.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be duly executed to be effective as of the day and year first above written.

**GRANTOR:**

TOWN OF LANDIS

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

**Attest:**

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

SEAL

STATE OF NORTH CAROLINA  
IN THE COUNTY OF \_\_\_\_\_

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

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

STATE OF NORTH CAROLINA  
IN THE COUNTY OF \_\_\_\_\_

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

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

GRANTEE:

**JSC-CCI LANDIS I, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of **JSC-CCI LANDIS I, LLC**, a Delaware limited liability company, on behalf of said entity.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**

**Legal Description of the Town Tract**

**EXHIBIT B****Legal Description of the JS Tract****Combined Parcel #'s: 140 002, 140 168, 140 169, 140 170, 140 003, 140 167**

Being that certain parcel of land lying and being in Rowan County, North Carolina, and being more particularly described as follows:

COMMENCING at NGS Monument "SANDY", NAD83 Coordinates Northing 660,193.39 feet and Easting 1,517,900.02 feet, from said monument S 46°29'07" East a ground distance of 10,283.05 feet and a grid distance of 10,281.50 feet to the Point and Place of BEGINNING, said point being a ½" existing iron rod located at the southeast corner of the Philip Long and Emilia Mendoza property as described in Deed Book 1004, Page 784 of the Rowan County Public Registry; thence with the Long and Mendoza line and continuing with the easterly line of the Edgar and Barbara Watkins property as described in Deed Book 1395, Page 612, N 00°11'45" W a distance of 1,095.01 feet to a ½" existing iron pipe located at southwest corner of the Gerald and Thelma Hilton property as described in Deed Book 1131, Page 779; thence with the Hilton line S 81°14'31" E a distance of 146.71 feet to a calculated point located in the centerline of Old Beatty Ford Road; thence with said centerline the following six (6) courses and distances; (1) S 49°37'11" E a distance of 181.50 feet to a calculated point; (2) S 42°11'11" E a distance of 251.80 feet to a calculated point; (3) S 42°11'11" E a distance of 160.00 feet to a calculated point; (4) S 42°11'11" E a distance of 92.20 feet to a calculated point; (5) S 44°12'21" E a distance of 150.36 feet to a calculated point; (6) S 44°37'24" E a distance of 294.18 feet to a calculated point; thence turning and running with the westerly line of the Donald Kimball and Elaine Kimball Porter property as described in Deed Book 1136, Page 551, S 03°46'05" W a distance of 749.13 feet (crossing a ½" new iron rod at 38.42 feet) to an existing iron rod located along the northerly line of the Fannie Lipe property as described in Deed Book 1324, Page 392; thence with the Lipe line the following four (4) courses and distances; (1) N 86°13'55" W a distance of 220.69 feet to a ½" new iron rod; (2) S 04°22'43" W a distance of 96.94 feet to an axle; (3) N 81°47'12" W a distance of 65.63 feet to an axle; (4) S 04°18'26" W a distance of 791.99 feet to a ½" existing iron rod located along the northerly line of the Larry R. Sechler, Sr. property as described in Deed Book 1362, Page 881; thence with the Sechler line the following two (2) courses and distances; (1) N 88°00'03" W a distance of 294.61 feet to a 2" existing iron pipe; (2) S 05°00'23" W a distance of 778.73 feet to a 1" existing iron pipe located at the northwest corner of the Linda G. Moore property as described in Deed Book 1062, Page 541; thence with the Moore line S 03°29'37" W a distance of 485.17 feet to a ½" new iron rod located at the northeast corner of the Thomas and Jeannine Smith property as described in Deed Book 660, Page 710; thence with the Smith line N 88°29'29" W a distance of 150.06 feet to a ½" new iron rod located at the easterly terminus of the right-of-way of Billy Street (32' Public Right-of-Way) thence with the terminus of said right-of-way and continuing with the Lonnie E. Graham property N 88°27'03" W a distance of 180.49 feet to a ¾" existing iron pipe located at the northeast corner of the Kimberly Hurlocker property as described in Deed Book 1115, Page 250; thence with the Hurlocker line S 89°43'07" W a distance of 90.02 feet to a ½" existing iron rod located at the northeast corner of the Philip Munn property as described in Deed Book 831, Page

39; thence with the Munn line N 89°10'19" W a distance of 89.91 feet to a ½" existing iron rod located at the northeast corner of the Philip Munn property as described in Deed Book 1332, Page 755; thence with the Munn line N 87°53'04" W a distance of 327.31 feet to a 1" existing iron pipe located at the southeast corner of Lot 40 as shown on a plat entitled "Creekside at Highland Woods" and recorded in Map Book 9995, Page 4345; thence with the rear lines of Lots 40 – 48 the following nine (9) courses and distances; (1) N 02°06'56" E a distance of 351.84 feet (crossing a ½" existing iron rod at 351.84 feet) to a calculated point; (2) N 59°59'37" W a distance of 127.15 feet to a calculated point; (3) N 70°25'58" W a distance of 146.51 feet to a calculated point; (4) N 43°14'38" W a distance of 155.83 feet to a calculated point; (5) N 63°22'11" W a distance of 154.85 feet to a calculated point; (6) N 34°42'49" W a distance of 630.89 feet to a calculated point; (7) N 42°26'11" W a distance of 142.55 feet to a calculated point; (8) N 50°14'47" W a distance of 60.49 feet to a calculated point; (9) N 12°14'27" W a distance of 86.59 feet to a calculated point located along the rear line of Lot 18, Block C as shown on a plat entitled "Highland Woods" and recorded in Map Book 9995, Page 2814; thence with the rear line of Lot 18, Block C the following three courses and distances; (1) N 83°23'06" W a distance of 58.78 feet to a calculated point; (2) N 55°22'24" W a distance of 71.13 feet to a calculated point; (3) N 08°40'38" W a distance of 79.91 feet to a calculated point located along the rear line of Lot 17, Block C as shown on a plat entitled " East Alexander Heights" and recorded in Map Book 9995, Page 916; thence with the rear lines of Lot 17, 16 and 15, Block C the following three (3) courses and distances; (1) N 52°04'34" W a distance of 187.29 feet to a calculated point; (2) N 32°23'20" W a distance of 332.61 feet to a calculated point; (3) N 34°56'05" W a distance of 68.53 feet to a calculated point along a southerly line of the Bruce Howard and Florence Paige property; thence with the Howard and Paige line the following three (3) courses and distances; (1) N 58°20'36" E a distance of 79.00 feet to a calculated point; (2) N 00°54'45" E a distance of 95.00 feet to a calculated point; (3) S 76°11'44" W a distance of 132.95 feet to a calculated point at the southeast corner of the Justin H. Jordan property as described in Deed Book 1322, Page 458; thence with the Jordan property the following five (5) courses and distances; (1) N 53°46'48" W a distance of 27.25 feet to a calculated point; (2) N 45°39'20" E a distance of 40.15 feet to a calculated point; (3) N 03°40'36" E a distance of 32.04 feet to a calculated point; (4) N 69°06'55" W a distance of 51.78 feet to a calculated point; (5) N 30°57'33" W a distance of 29.59 feet to a calculated point along the easterly line of the Ruth M. Sherrill property; thence with the Sherrill property the following two (2) courses and distances (1) N 37°06'05" E a distance of 31.05 feet to a calculated point; (2) N 36°20'37" W a distance of 82.99 feet to a calculated point located along the easterly line of the George and Mary Know property as described in Deed Book 565, Page 667; thence with the Know line the following seven (7) courses and distances; (1) N 15°52'57" E a distance of 37.34 feet to a calculated point; (2) N 50°24'04" W a distance of 13.76 feet to a calculated point; (3) S 89°25'49" W a distance of 38.67 feet to a calculated point; (4) N 58°30'37" W a distance of 28.71 feet to a calculated point; (5) N 27°21'58" E a distance of 28.36 feet to a calculated point; (6) N 57°14'18" E a distance of 21.99 feet to a calculated point; (7) N 25°02'10" W a distance of 57.46 feet to a calculated point located along the easterly line of the Everette and Alma Allman property as described in Deed Book 1327, Page 191; thence with the Allman line the following five (5) courses and distances; (1) N 87°57'18" E a distance of 22.27 feet to a calculated point; (2) N 05°36'50" W a distance of 23.64 feet to a calculated point; (3) N 62°13'32" W a distance of 14.98 feet to a calculated point; (4) S 88°47'35" W a distance of 24.78 feet to a calculated point; (5) N 49°24'41" W a distance of 39.51 feet to a calculated point located along a southerly line of the John and Jolene Eckard property as



described in Deed Book 1270 Page 780; thence with the Eckard line N 76°08'11" E a distance of 352.71 feet (crossing a ½" existing iron rod at 29.89 feet) to a ½" existing iron rod located along a southerly line of the John Eckard property as described in Deed Book 1308, Page 565; thence with the Eckard line the following two (2) courses and distances; (1) S 85°23'36" E a distance of 34.67 feet to a ½" existing iron rod; (2) N 00°49'44" E a distance of 34.37 feet to a 1-1/2" existing iron pipe located at a southwest corner of the John and Janet Eckard property as described in Deed Book 1287, page 416; thence with the Eckard line the following two (2) courses and distances; (1) S 88°34'24" E a distance of 724.23 feet to a ½" existing iron rod; (2) S 88°34'24" E a distance of 379.66 feet to a ½" existing iron rod located at the southwest corner of the Martha Mincey property as described in Deed Book 1288, Page 959; thence with the Mincey line S 88°34'24" E a distance of 199.94 feet (crossing a ½" existing iron rod at 99.96 feet) to a ½" existing iron rod located at the southwest corner of the Karl Benz property as described in Deed Book 1289, Page 84; thence with the Benz line S 88°34'24" E a distance of 99.99 feet to a ½" existing iron rod located at the southwest corner of the Philip Long and Emilia Mendoza property as described in Deed Book 1004, Page 784; thence with the Long and Mendoza line S 88°34'24" E a distance of 715.50 feet to the Point and Place of BEGINNING. Having an area of 5,978,988 square feet or 137.2587 acres according to a survey by Cloninger Bell Surveying & Mapping, PLLC dated October 18, 2022. Job No. 2080.

**EXHIBIT C**

**Description of the Work**

**Parcel #: 133A206**

**COMMENCING** at NGS Monument "SANDY", NAD83 Coordinates Northing 660,193.39 feet and Easting 1,517,900.02 feet, from said monument S 29°57'45" East a ground distance of 8,045.84 feet and a grid distance of 8,044.63 feet to a calculated point on the southwesterly margin of Cannon Boulevard, U. S. Highway 29/601 (a variable width public right-of-way), and being the **TRUE POINT OF BEGINNING**;

thence with the margin of Cannon Boulevard, N 31°44'16" E, 435.00 feet to an existing 1/2" iron rod found at the ease corner of the Terry E. Engstrom Family Trust property as described in Deed Book 1183, Page 515, and being depicted on Map Book 9995, page 4004 of the Rowan County Register of Deeds Office;

thence with the line of Terry E. Engstrom Family Trust, S 58°36'49" E, 204.20 feet to a point at the east corner of the Justin C. Tapp property as described in Deed Book 1275, Page 907, and being depicted on Map Book 9995, Page 620 of said registry;

thence with the line of Map Book 9995, Page 620, the following three (3) bearings and distances:

- 1) S 31°46'09" W, 175.00 feet to a point;
- 2) S 58°36'49" E, 200.31 feet to a point;
- 3) S 85°23'47" E, 7.57 feet to an existing 5/8" iron rod found at the northwest corner of the John M. Eckard property as described in Deed Book 1308, Page 565 of said registry;

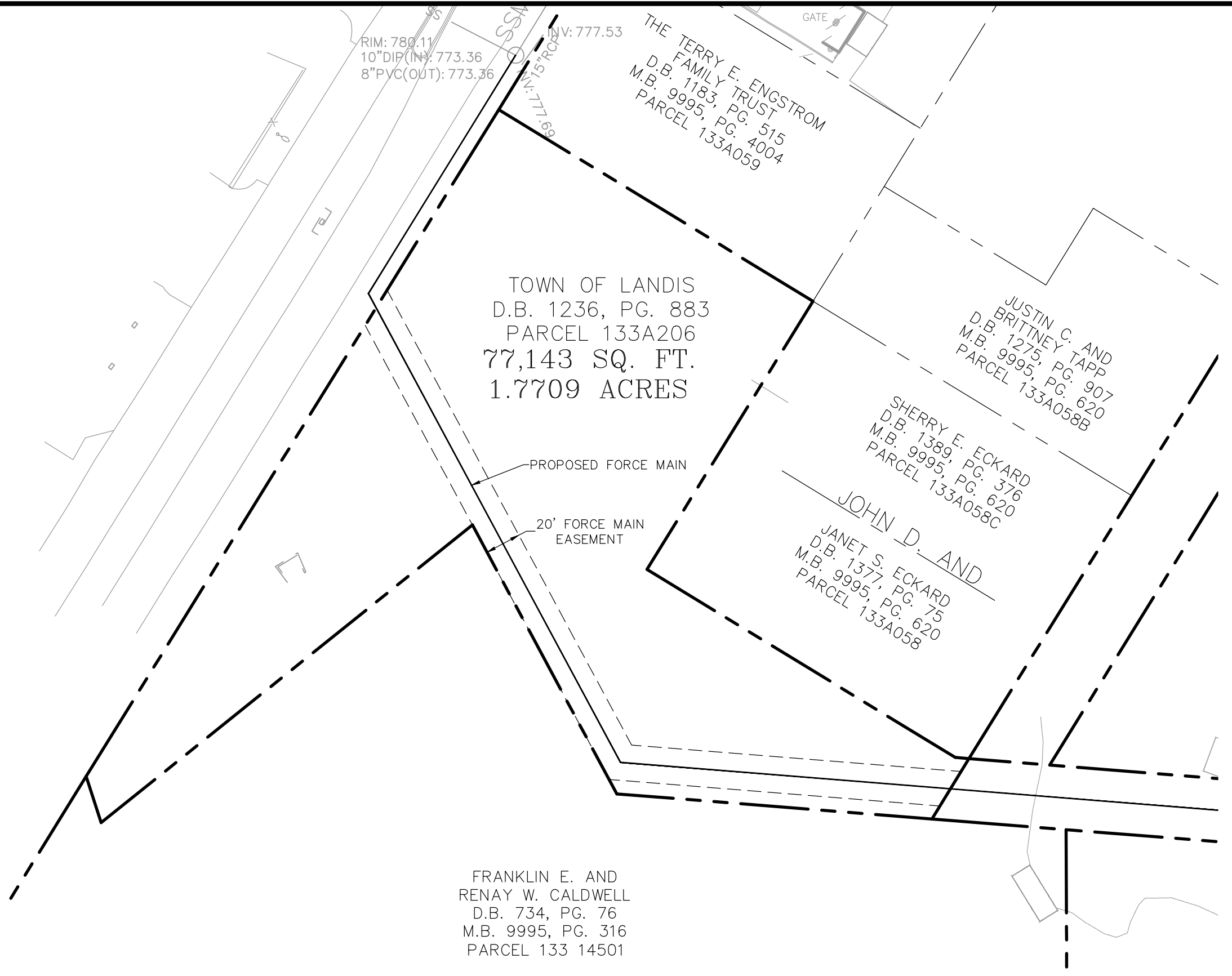
thence with the line of John M. Eckard, S 31°24'04" W, 39.26 feet to an existing 5/8" iron rod found at the easternmost northeast corner of the Franklin E. Caldwell property as described in Deed Book 734, Page 76 and being depicted on Map Book 9995, page 316 of said registry;

thence with the line of Franklin E. Caldwell, the following four (4) bearings and distances:

- 1) N 85°26'56" W, 175.33 feet to an existing 1/2" iron rod found;
- 2) N 28°14'03" W, 169.39 feet to an existing 1/2" iron rod found;
- 3) S 51°15'57" W, 264.00 feet to a point;
- 4) N 17°49'01" W, 26.96 feet to the **POINT OF BEGINNING**, having an area of 77,143 square feet or 1.771 acres, as shown on a survey by Cloninger Bell Surveying & Mapping, PLLC, dated October 18, 2022, Job No. 2080.

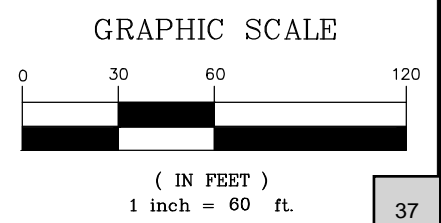
Being that certain parcel of land lying and being in Rowan County, North Carolina, and being more particularly described as follows:

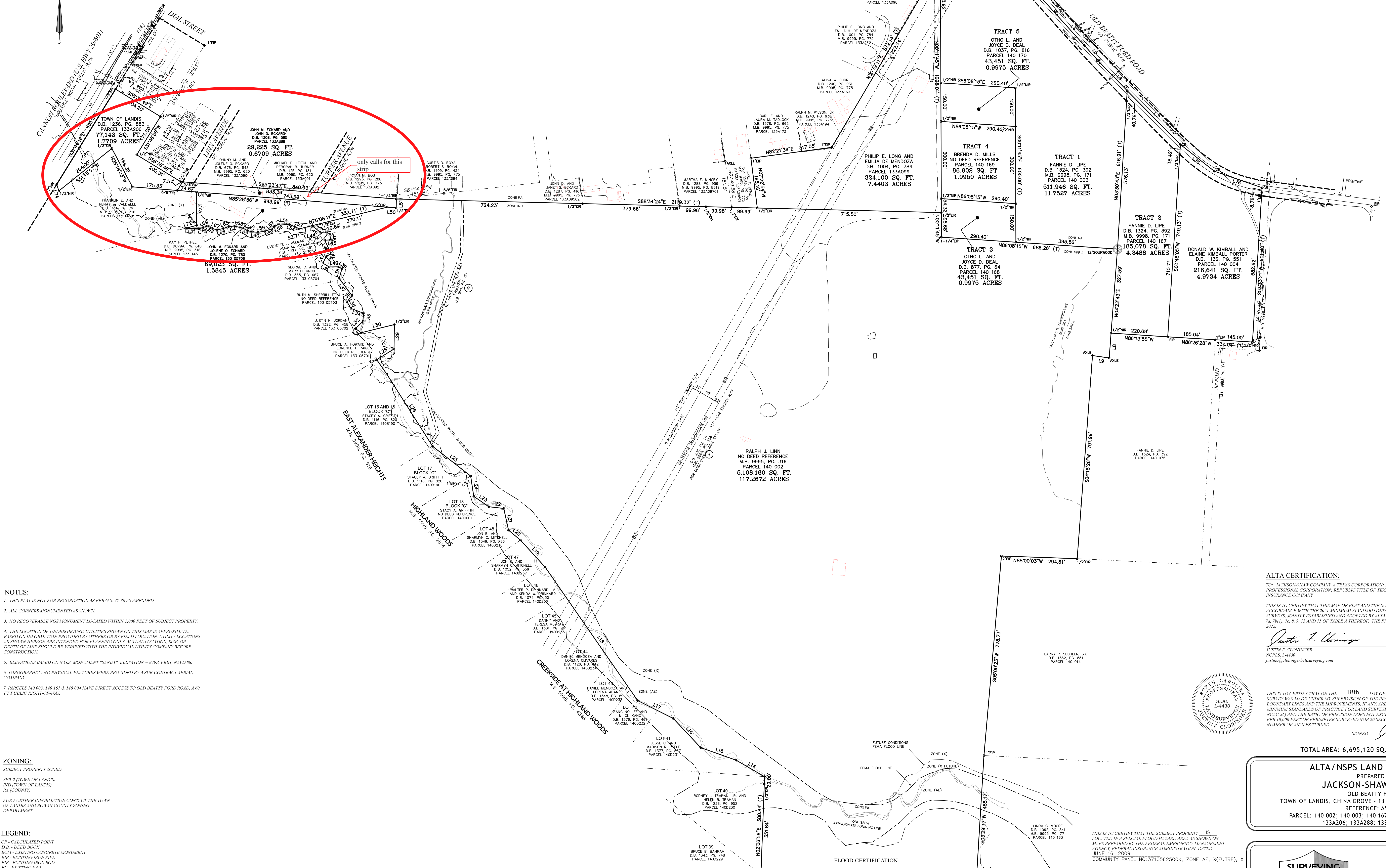
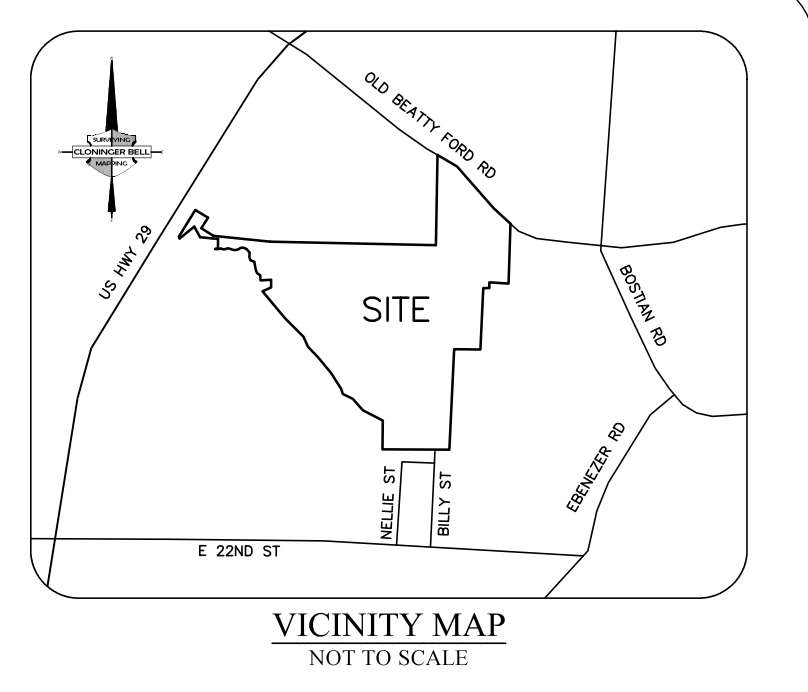
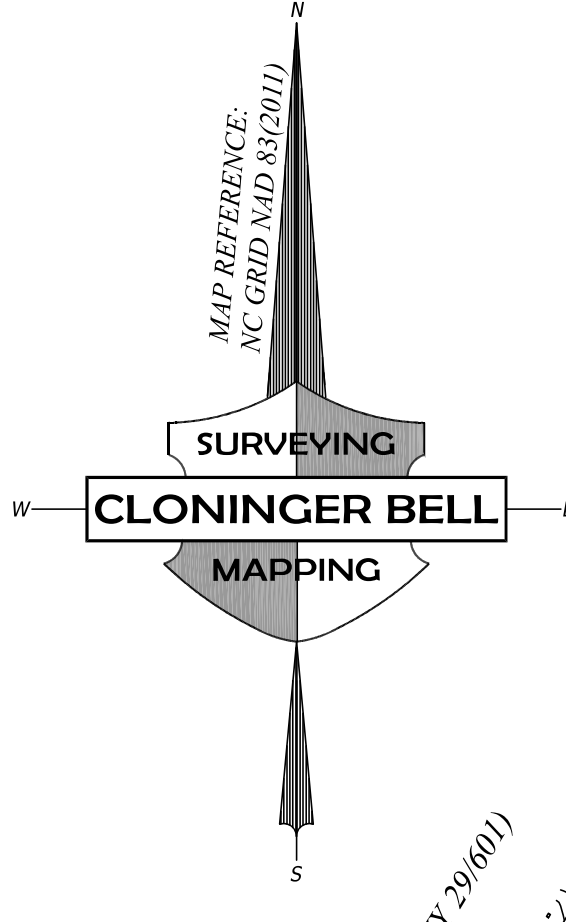
COMMENCING at NGS Monument "SANDY", NAD83 Coordinates Northing 660,193.39 feet and Easting 1,517,900.02 feet, from said monument S 37°13'22" East a ground distance of 8,825.35 feet and a grid distance of 8,824.02 feet to the Point and Place of BEGINNING, said point being located along the northerly line of the Ralph Linn property as shown in Map Book 9995, Page 316 of the Rowan County Public Registry; thence with the Linn line the following two (2) courses and distances (1) S 00°49'44" W a distance of 34.37 feet to a ½" existing iron rod; (2) N 85°23'36" W a distance of 34.67 feet to a ½" existing iron rod located at the northeast corner of the John and Jolene Eckard property as described in Deed Book 1270, Page 780; thence with the Eckard line and continuing with the Franklin and Renay Caldwell property as described in Deed Book 734, Page 76, N 85°26'56" W a distance of 818.66 feet to a 5/8" existing iron rod located at the southeast corner of the Town of Landis property as described in Deed Book 1236, Page 883; thence with the Town of Landis line N 31°24'04" E a distance of 39.26 feet to a 5/8" existing iron rod located at the southeast corner of the John and Janet Eckard property as described in Deed Book 1377, Page 75, said point also being the westerly terminus of Linn Avenue; thence turning and running with the southerly terminus of Linn Avenue and the southerly lines of Johnny and Jolene Eckard property as described in Deed Book 676, Page 543, the Michael Leitch and Deborah Turner property as described in Deed Book 12E, Page 131 and the Ryan Bost property as described in Deed Book 1293, Page 288, S 85°23'47" E a distance of 833.36 feet to the Point and Place of BEGINNING. Having an area of 29,225 square feet or 0.6709 acres according to a survey by Cloninger Bell Surveying & Mapping, PLLC dated October 18, 2022. Job No. 2080.



605 LEXINGTON AVENUE, SUITE 301  
 CHARLOTTE, NC 28203  
 P) 704-749-1432  
 www.orsborn-eng.com

**FORCE MAIN EASEMENT  
 PID 133A206  
 LANDIS, NORTH CAROLINA**





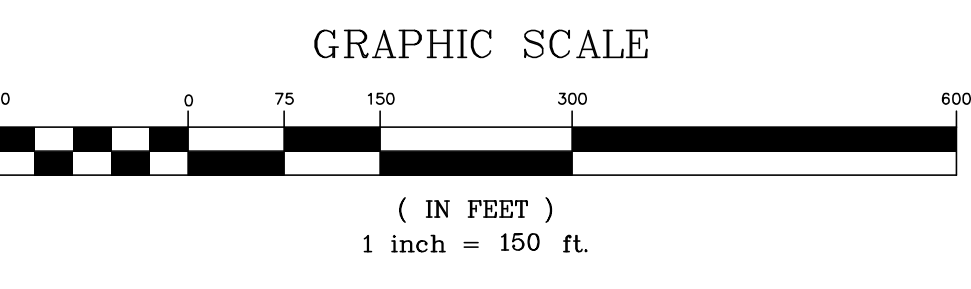
LINE	BEARING	DISTANCE
1	S81°43'11"E	146.73'
2	S42°21'11"E	181.50'
3	S42°21'11"E	251.80'
4	S42°21'11"E	152.20'
5	S42°21'11"E	92.20'
6	S44°22'21"E	150.38'
7	S44°22'21"E	154.12'
8	S44°22'21"E	96.34'
9	N88°29'29"W	150.08'
10	N88°29'29"W	180.49'
11	N88°29'29"W	180.49'
12	N88°29'29"W	89.91'
13	N88°29'29"W	146.51'
14	N88°29'29"W	155.85'
15	N88°29'29"W	155.85'
16	N88°29'29"W	155.85'
17	N88°29'29"W	155.85'
18	N88°29'29"W	155.85'
19	N88°29'29"W	155.85'
20	N88°29'29"W	155.85'
21	N88°29'29"W	155.85'
22	N88°29'29"W	155.85'
23	N88°29'29"W	155.85'
24	N88°29'29"W	155.85'
25	N88°29'29"W	155.85'
26	N88°29'29"W	155.85'
27	N88°29'29"W	155.85'
28	N88°29'29"W	155.85'
29	N88°29'29"W	155.85'
30	N88°29'29"W	155.85'
31	N88°29'29"W	155.85'
32	N88°29'29"W	155.85'
33	N88°29'29"W	155.85'
34	N88°29'29"W	155.85'
35	N88°29'29"W	155.85'
36	N88°29'29"W	155.85'
37	N88°29'29"W	155.85'
38	N88°29'29"W	155.85'
39	N88°29'29"W	155.85'
40	N88°29'29"W	155.85'
41	N88°29'29"W	155.85'
42	N88°29'29"W	155.85'
43	N88°29'29"W	155.85'
44	N88°29'29"W	155.85'
45	N88°29'29"W	155.85'
46	N88°29'29"W	155.85'
47	N88°29'29"W	155.85'
48	N88°29'29"W	155.85'
49	N88°29'29"W	155.85'
50	N88°29'29"W	155.85'

- NOTES:**
- THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
  - ALL CORNERS MONUMENTED AS SHOWN.
  - NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
  - THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
  - ELEVATIONS BASED ON N.G.S. MONUMENT "SANDY" ELEVATION - 879.6 FEET NAVD 88.
  - TOPOGRAPHIC AND PHYSICAL FEATURES WERE PROVIDED BY A SUB-CONTRACT AERIAL COMPANY.
  - PARCELS 140 001, 140 167 & 140 004 HAVE DIRECT ACCESS TO OLD BETTY FORD ROAD, A 60 FT PUBLIC RIGHT-OF-WAY.

**ZONING:**  
SUBJECT PROPERTY ZONED:  
SRF-2 (TOWN OF LANDS)  
IND (TOWN OF LANDS)  
RA (COUNTY)

FOR FURTHER INFORMATION CONTACT THE TOWN OF LANDS AND ROWAN COUNTY ZONING DEPARTMENT.

- LEGEND:**
- CP - CALCULATED POINT
  - D.B. - DEED BOOK
  - ECM - EXISTING CONCRETE MONUMENT
  - EIP - EXISTING IRON PIPE
  - EP - EXISTING IRON PIPE
  - EN - EXISTING NAIL
  - M.B. - MAP BOOK
  - NR - NEW IRON ROD
  - NN - NEW NAIL
  - PG - PEG
  - R/W - RIGHT-OF-WAY
  - PROPERTY LINE
  - PROPERTY LINE (ADJACENT)
  - RIGHT-OF-WAY
  - RIGHT-OF-WAY (ADJACENT)
  - EASEMENT
  - FIBER OPTIC
  - OVERHEAD ELECTRIC LINE
  - UNDERGROUND TELEPHONE
  - WATER LINE



**ALTA CERTIFICATION:**  
TO: JACKSON-SHAW COMPANY, A TEXAS CORPORATION; AND BARTH, P.C., A TEXAS PROFESSIONAL CORPORATION; REPUBLIC TITLE OF TEXAS, INC.; AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA NSPS LAND TITLE SURVEYS, SHORTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2.1, 2.2, 4.3, 7a, 7b, 7c, 7d, 7e, 8, & 13 AND 15 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 18, 2022.

*Justin F. Cloninger* 8/19/23 DATE  
JUSTIN F. CLONINGER  
NCPLS L-4439  
justinc@cloningerbellsurveying.com

THIS IS TO CERTIFY THAT ON THE 18th DAY OF OCTOBER 2022 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE 1606 (2) N.C.A.C. 36 AND THE RATIO OF PRECISION DOES NOT EXCEED AN ERROR OF CLOSURE OF ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED *Justin F. Cloninger*

TOTAL AREA: 6,695,120 SQ. FT. (153.698 ACRES)

**ALTA/NSPS LAND TITLE SURVEY**  
PREPARED FOR  
**JACKSON-SHAW COMPANY**  
OLD BETTY FORD RD  
TOWN OF LANDS, CHINA GROVE - 13 TOWNSHIP, ROWAN COUNTY, NC  
PARCEL: 140 002; 140 003; 140 167; 140 168; 140 169; 140 170;  
133A206; 133A288; 133 05706; 133A099

**SURVEYING**  
**CLONINGER BELL**  
**MAPPING**

CLONINGER BELL  
SURVEYING & MAPPING, PLLC  
107 RIVERSIDE DR.  
MCADENVILLE, NC 28101  
704.864.9007  
LICENSE P-2326

SHEET 1 OF 2

DRAWN: CEB  
REVISED: [blank]  
SCALE: 1"=150'  
DATE: OCT. 18, 2022  
FILE NO: 2080

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED JUNE 18, 2009.

COMMUNITY PANEL NO: 3710562500K, ZONE AE, X(FUTURE), X

No.	REVISIONS	Date
1	PARCELS ADDED: 133A288; 133 05706; AND 133A099	11/29/22
2	PARCELS ADDED: 140 004	12/19/22
3	ADD TITLE COMMITMENT FOR PARCEL: 140 004	2/15/23
4	ADDRESS COMMENTS	3/14/23





# Item Cover Page

**MEETING TYPE** Board of Alderman

**DATE:** February 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:** March 11, 2024

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

**ITEM TYPE:** Report

**AGENDA SECTION:** Departmental Reports

**SUBJECT:** **February Report**

**DETAILS:**

**Events:**

Planning is underway for upcoming Spring Events. The first event will be the Easter Egg-stravaganza at Lake Corriher Park on Sat. March 23 from 10:00am-1:00pm. The Brook Church will be partnering with us and providing music and sound. They are donating winning gift cards for the egg hunt and will provide ice cream from their truck. The event will have a mini petting zoo from Future Hope Farm, a visit from the Easter Bunny, and a demo from Camp Gladiator’s Lisa Fink, with kid friendly fitness. The Landis PD will be hosting “ Cram the Cruiser” can food drive.

The Senior Lunch/Bingo was held Wednesday Feb. 7<sup>th</sup>. Baked Ziti was catered by Springtime’s Sweet Treats, from Landis. There were 16 in attendance. The next luncheon is set for April 3<sup>rd</sup>.

Cruise-ins begin Fri. April 5<sup>th</sup> from 5:00-9:00pm.

Additional 2024 Event Dates: Love Landis Week- 4/29-5/4

Cruise-Ins- 5/3, 6/7, 7/5, 8/3, 9/6

National Night Out- 8/6

Touch-A-Truck- 9/20

Fall Festival/Trunk or Treat- 10/26

Christmas Parade/ Tree Lighting- 11/26

Campfire Christmas by the Lake- 12/14

**Park Operations:** The Bleachers at Linn and Graham fields are getting a face lift! All the old rotten boards have been removed and replaced. The metal frames have been repainted. Field clean up & maintenance has begun. Rentals starting the last week of Feb.

**Pool Operations:** Continue to clean, monitor water levels and balancing chemicals.

**Campsite Rentals:** 11 **Shelter Rentals:** 0 **Daily Fishing Passes Sold:** 172 **State License:** 8

**Boat Registration:** 6

**2020 Ford Explorer Mileage:** 47754

**Ford F250 Mileage:** 169,530

**BEFORE**



**AFTER**



# Public Works Monthly Reporting

Completed By Tristin Walter Date 2-29-24

## 1. Water - Sewer

- Taps 0
- Irrigation Taps 2
- Water Main breaks 1
- Meter Box Replacement 0
- Hydrant (Water Quality Flushing) Routes 10
- Meter/MXU Change Out 4
- Water Pump Station (quantity 1) Quality 1
- Sewer lift station (quantity 10) y Monitoring and Repairs needed y
- Customer calls/ resident needs 23
- New / Current Resident work orders start& stop service 12

## 2. Stormwater

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

## 3. Electricity

- Current / New Resident Work orders 6
- New (Temp) Service 3
- Disconnects \_\_\_\_\_
- Streetlights 8
- Security Lights 4
- Pole Repair/Replace 6
- Outages: Cause, Environmental 2 Load Demanded 0 Vehicle Wreck 0 Other 0

## 4. Streets

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

Comments: \_\_\_\_\_  
\_\_\_\_\_



## Item Cover Page

**MEETING TYPE:** Board of Alderman  
**DATE:** March 11, 2024  
**SUBMITTED BY:** Angie Sands, Deputy Town Clerk  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Department Reports  
**SUBJECT:** February Utility Services Report

**DETAILS:**

### Utility Services Monthly Report

CASH PAYMENTS	405
CREDIT CARD PAYMENTS	1354
CHECK PAYMENTS	1308
BANK DRAFT PAYMENTS	404
DISCONNECTIONS	89
AMI ELECTRICAL METERS	3256
REMAINING MANUAL METERS	22
WATER METERS	2157
CUSTOMER USAGE PORTAL	456



## Department Reports

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**MEETING TYPE:** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Report

**AGENDA SECTION:** Departmental Report

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

**DETAILS:**

Total Calls for Service (Including Self-initiated calls) - 751

Self-Initiated Calls – 616

Calls for Service – 132

Traffic Stops - 115

Traffic Accidents – 7

**Vehicle Mileage:**

LPD-081: 138,861	LPD-173: 75,836	LPD-231: 855
LPD-101: 103,912	LPD-174: 60,840	LPD-232: 2,340
LPD-131: 102,853	LPD-175: 64,310	
LPD-151: 67,643	LPD-176: 59,296	
LPD-161: 70,560	LPD-177: 78,034	
LPD-171: 64,382	LPD-212: 18,565	



## Item Cover Page

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**MEETING TYPE:** Board of Alderman  
**DATE:** March 11, 2024  
**SUBMITTED BY:** Jason Smith, Fire Chief  
**ITEM TYPE:** Report  
**AGENDA SECTION:** Departmental Reports  
**SUBJECT:** **Monthly Report**

**DETAILS:**

**MONTHLY STATS**

**MEDICAL:** 23

**FIRE:** 21

**TRAFFIC ACCIDENT:** 5

**MUTUAL AID GIVEN:** 14

**MUTUAL AID RECEIVED:** 7

**TOTAL CALLS:** 70

**VEHICLE MILAGE**

**ENGINE 443:** 98449

**ENGINE 442:** 36756

**ENGINE 581:** 28732

**LADDER 58:** 21367

**CAR 44:** 136199

**CHIEF 440:** 17516

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

Section 6, Item 6.1

<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

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

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>




LANDIS DEVELOPMENT PLANS UNDER REVIEW

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements. 5-30-23 Operation and Maintenance Agreement rec'd 6-6-23 Sent Zoning Permit Application 6-16-23 Stormwater Report From Alley William Carmen &amp; King 7-5-23 Rec'd water system specs. 8-9-23 Stormwater specs reviewed ready for pickup. 8-10-23 stormwater reviews p/up by courier. 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</p>
<p>SITE 11-21 GRAY FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec- Architect</p>	<p>716 W. Ryder Ave &amp; Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED TOWNHOMES APARTMENTS</p>	<p>12-22-21 PAYMENT: \$100 SKETCH PLAN REV. 12-28-21 RF to Engineer, email with comments re sketch plan layout. 2-8-22 R. Flowe mtg w/Developer Engineer 5-16-22DEV. 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- <i>Location: floor beside map cage</i> <i>Payment: site plan rev. \$388.25</i> 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</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

<p>#11-21 LANDIS APTS</p>				<p>5-17-23 SC spoke w/Arch. M. SIEMIENIEC-  <b>Construction plans to be del <del>today</del></b>                      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.</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-                      SHE HOMES</p>	<p>CANNON FARM                      RD</p>	<p>430 LOTS- MU-1                      &amp; SFR-2 CZ</p>	<p>9-6-22 REC'D PLAT W/\$3,000                      9-13-22 REC'D MASTER PLAN PRELIMINARY PLAT W/\$5,140                      AND \$4,580 <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                      12-19-23Rec'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                      2-26-24 Neighborhood Meeting for Phase II Site</p>

<p><b><u>SITE DEV 10-22</u></b>  <b><u>OLD BEATTY FORD RD</u></b>  <b><u>INDUSTRIAL SITE</u></b></p> <p><b><u>DEV #10-22</u></b>  <b><u>OLD BEATTY FRD RD</u></b>  <b><u>IND. SITE</u></b></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>9-13-22 REC'VD PAYMENT \$600 ZMA REQ. ANNEX W/ ZMA                  NOV.8 &amp; 14 2022 MTGS                  11-14-22 BD APPROVED ANNEX &amp; IND ZONING                  12-6-22 ACTIVE SITE- PLANS DEVELOPING                  12-8-22 NCDOT TRAFFIC IMPACT STUDY CHECKLIST REC'D                  12-20-22 2 CHECKS OF \$875 REC'D = \$1,750 FOR:                  1) ZMA W/ANNEX APPL. (APPL. REC'D 12-15-22)                  2) &amp; ZTA (TEXT AMEND.)                  1-3-2023 ACTIVE FILE                  1-09-23 ANNEXATION REQ. TABLED UNTIL FEB                  2-13-23 ZTA APPROVED ANNEX AND MAP AMEND SET                  FOR MARCH PUB HEARING.                  3-1-23 SITE PLAN REV. W/ DEV &amp; PUB. WORKS                  3-14-23 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                  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.                  1-24-24 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</p>

2023 ALL 2023 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		UTILITY – GAS LINE INSTALLATION ON TOWN EASEMENT/ FLOODWAY/FLOODPLAIN
PLANS IN CONSTRUCTION/ REVIEW				
<b>SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23</b>	<b>William N. West Owner Crete Solutions</b>	220 OLD BEATTY FORD RD	<u>CONCRETE PLANT</u>	04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS. 4-26-23 RF review & staff rev. complete comments on plans 4-27-26 Owner/Dev. Bill West p/up set w/comments. 5-9-23 Rec'd partial set of plans- advised need complete sets. 5-10-23 rec'd 2 complete sets of plans w/revisions 5-17-23 R. Flowe to Developer West, plan set – scale is off. West 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.

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

<p><b>SITE 03-23 PINNACLE PARKING LOT SITE PLAN</b></p>	<p><b>CESI ENGINEERING JASON MARTINEZ(SITE)</b></p>	<p>1600 PINNACLE WAY DR.</p>	<p><u>NEW DRIVEWAY- PARKING LOT EXPANSION</u></p>	<p>7-12-23 PLANS RECEIVED W/FEE PD \$875 8-1-23 PLAN REVIEW R FLOWE- MEETING RESULTS: NEW PLANS WILL BE SUBMITTED ASAP. 9-6-23 PLANS SUBMITTED 9-12-23 PLAN REV. RFLOWE AND T. WALTERS- REVIEW CONTINUES 9-19-23 RFLOWE &amp; TWALTERS SIGNED OFF ON PLANS. EMAILED ALL- DEV. SET READY AT FRONT DESK. 9-25-23 PLANS P/UP 9-27-23 NCDOT APPROVAL, SIGNED DRIVEWAY PERMIT</p>
<p><b>SITE 01-23 BYRNE PROP KIMBALL RD PERMIT ISSUED 11-30-23</b></p>	<p><b>SHANNON SPARKS SURVEYOR BYRNE PROP. INC</b></p>	<p>KIMBALL ROAD MAP 123B 115</p>	<p><u>TOWNHOMES 9 PROPOSED</u></p> <p>9-11-23 BD ALD APPROVED DEV. AGREEMENT</p>	<p>2-2-23 SKETCH PLAT REVIEW &amp; CONSULT 2-2-23 PD \$245 SKETCH PLAT REV. &amp; CONSULT 4-13-23 PD \$1085 FOR SITE PLAN REVIEW 4-26-23 Plans Reviewed by RF- approved. 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 \$325PARTIAL CONSTR PLAN REVW 10-18-23 PAYMENT OF \$680 (8 TWNHMS- zoning permit) 10-19-23 RFLOWE REVIEWED. NEED UPDATED BUILDING ELEVATIONS TO CURRENT PLAN. 10-24-23 DEVELOPER AWARE OF PLANS NEEDED. 10-26-23 UPDATE CONST. PLANS REC'D 10-26-23 PAYMENT OF \$627- REMAINDER OF CONST REVW FEES PD. 11-29-23 PRE-CONST MTG 11-29-23 PLANS APPROVED FOR CONSTRUCTION 11-30-23 PERMIT ISSUED FOR SITE WORK</p>

<p><b>SITE DEV 04-22</b>  <b>RICE RD TWNHOMES</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>221 E RICE STREET</p>	<p><b>TOWNHOMES</b></p>	<p>1-12-22 MTG R FLOWE  <b>PAYMENTS: 5-11-22: \$325, 5-17-22: \$1,812</b>                  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  <b>12-5-22 plans p/up by developer for review/revisions</b>                  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  <b>4-18-23 Rec'd 1 new page to plans.</b>  <b>4-26-23 RF review, waiting on stormwater review, still need correct buildings sheet.</b>                  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>  <b>6-6-23 Const. Admin Fees Pd: \$1,180.50</b>  <b>6-30-23 UPDATED PLANS REVIEWED-APPROVED</b>  <b>7-6-23 REC'D MATERIALS LIST</b>  <b>SITE DEV # 04-22 RICE STREET TOWNHOMES CONT.</b>  <b>REVIEW OF W/S, BLDG ELEVATION</b>  <b>FEES PD:</b>  <b>PREL PLAT \$450, SKETCH PLAN \$100, UNITS \$100</b>  <b>SITE WORK ACTIVE</b>                  10-11-23 REC'D UTILITY AS BUILTS                  10-16-23 PLANS ACCEPTED BY RFLOWE</p>
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<p>#04-22 RICE ST. TWNHMS CONT.</p>				<p>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                  2-7-24 REC'D PERMIT FEES FOR 10 TWNHOMES (10X\$50                  2-8-24PER UNIT FEES PD FOR 10 TWNHMS (10 X \$35)                  2-8-24 PERMIT ISSUED FOR 5 TWNHMS                  2-14-24 Rec'd NCDEQ permit to construct water system.</p>
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# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
<b>MINIMUM HOUSING</b>			
HC-20-02	property near intersection of East Ryder Avenue and Coldwater Street	Villas at Landis Development LLC (new owners)	abandoned dilapidated mobile office or classroom structures. Property has transferred now. Development has been approved. No response from owners. Pending other enforcement actions.
HC-21-04	314 Town Street	Ruth C Deadmon (Heirs)	occupied substandard dwelling without water, sewer or electric services. Full inspection conducted. Hearing held and Findings of Fact and Order issued to Repair or Close by a date not later than 05-05-2024.
HC-21-08	317 East Corriher Street	Gail D Jackson	unsafe and unsanitary conditions inside and outside the house. Conducted inspection with warrant. Hearing held with decision she will continue with clean up and I will conduct periodic inspections until compliance is met. Follow up inspection delayed due to her health conditions.
HC-24-01	109 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..



## TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-02	111 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-03	201 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-04	202 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-05	203 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-06	205 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-07	206 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-08	207 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..

## TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-09	209 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-10	210 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-11	211 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-12	212 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-13	214 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-14	215 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-15	216 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-16	217 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-17	807 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-18	809 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection soon..
HC-24-19	1020 Linn Street	Jesus Dotelo Andrade & Susana Bernal Lorenzo	Substandard housing conditions. Pending inspection.
HC-24-20	103 Church Street	Stephen A & Paatricia G Stancil	Substandard housing conditions. Pending inspection.
<b>NUISANCES</b>			

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-23-02	107 North Meriah Street	James A Hall Jr	various forms of trash, junk, and debris along with multiple junked/nuisance vehicles. Abatement conducted by Town crews. Remaining junked/nuisance vehicles were brought into compliance or removed. Pending invoices and lien document completion. CLOSED 01-31-24.
PN-23-04	210-214 Rankin Road	Mary Theresa Martin	Various forms of trash, debris and similar materials. Met on site with the owner and he has begun abatement actions. Appears all actions have halted. Notice issued and followed up with owner. Minor work completed and will continue to monitor for action. Will take other enforcement action as needed.
PN-23-16	410 Town Street	Mary Susan Pruitt	boxes, trash and debris. Notice issued and abated by owner. CLOSED 01-24-24
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. Dumping continues to grow. Pending abatement by the Town.

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-23-20	504 East Corriher Street	Edwin Ray Jones	report of dumping of concrete and similar materials in the gully behind the house. Conducted inspection of area on 10-28-23. Found one large chunk of tree trunk and no other debris. <b>Pending removal by Town crew and weather.</b> On 01-10-24 during a site visit and due to the reduction in the foliage, it was observed that the dumping is coming from the subject property. Pending notice.
PN-23-21	2270 West A Street	Luis Santos Jimenez	overgrowth. Notice issued with no results by owners. Abated by town, pending invoices and lien document completion. CLOSED 02-20-24
PN-23-22	209 West Hoke Street	Margaret Morris Lisk	various forms of trash and debris. Possibility of persons residing in a camper. Notice issued. Met on site with owner and friend who are beginning clean up. There is not a camper on site. It was a modified open yard trailer. In continual communication owner and friend. Will continue to monitor and conduct site visits for progress.

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-24-01	property near intersection of East Ryder Avenue and Coldwater Street	Villas at Landis Development LLC (new owners)	abandoned dilapidated mobile office or classroom structures. No response from owners. Notice issued with deadline of 02-18-24. Pending enforcement actions.
PN-24-02	404 Blume Street	Straight Path Real Estate Solutions LLC	Erosion control issue causing mud slides and damage to the adjoining property. Pending additional research prior to notice of violation.
PN-24-03	705 West Ridge Avenue	Jesse Mahaley Spears	various forms of debris, junk and other material collections openly stored on the property. Pending notice.
PN-24-04	707 & 709 West Ridge Avenue	Bernardo Huizar	Trash, debris, building material debris, junked/nuisance vehicles and possible business use of the property. Pending notice of violation.
<b>ABANDONED-JUNKED-NUISANCE VEHICLES</b>			
MVO-24-01	110 Upright Street	T D Enterpris Inc	multiple junked/nuisance vehicles including cars, tractor-trailers, trailers and other vehicles. Notice issued with deadline of 03-04-24.

# TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
MVO-24-02	616 South Main Street	Dwayne & Arnold & Carolyn Crouch	Abandoned business with multiple junked/nuisance vehicles remaining. Pending notice of violation.
<b>ZONING</b>			
Z-23-02	303 Buford Drive	Fon Ernest	Fence violation. Notice issued. Have spoken with the owner and advised to cease all work for now. Multiple additional zoning violations were found including failure to obtain permits, setback violations, pool violations, driveway cuts and expansion of a dwelling without permits. Working with Planning Department on follow up notice to include all newly found violations. Pending.
<b>Non-Residential Buildings</b>			
NR-24-01	2570 South US 29 Hwy	Joseph J Rojas	Commercial building convenience store. Severe defects and dilapidation. Pending inspection.



# Item Cover Page

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**MEETING TYPE** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Report

**AGENDA SECTION:** Reports

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

**DETAILS:**

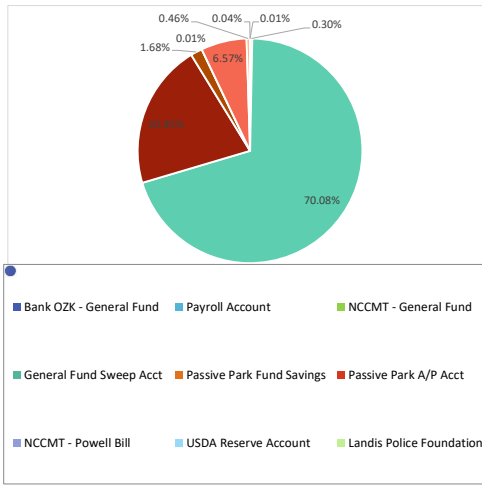


**Town of Landis  
FY 23 Monthly Summary  
February 2024**

Section 6, Item 6.2

1/26/24 - 2/26/24

Operating Budget Revenues	Budgeted FY23-24	February	FY 23-24 YTD	%
Annual Sales Tax from Rowan County	-	\$8,670.40	\$8,670.40	0%
Property Tax - Current (Monthly)	2,127,862.00	\$221,512.67	\$2,349,374.67	110%
Tax Collection - Prior Years (Monthly)	35,000.00	\$418.04	\$12,414.23	35%
Vehicle Interest	1,400.00	\$196.01	\$990.48	71%
Interest and Penalties	10,000.00	\$203.75	\$2,251.86	23%
Property Tax Auto - Current (Monthly)	212,977.00	\$16,567.22	\$111,044.44	52%
Vehicle Tag Fee	63,000.00	\$4,620.00	\$33,750.00	54%
Building Rental Fees	7,200.00	\$575.00	\$5,800.00	81%
Sponsorships	1,500.00	\$0.00	\$225.00	15%
Interest on Investments	\$7,000.00	\$0.00	\$18,911.63	33%
Interest on Investments - Powell Bill	-	\$0.00	\$7,210.00	0%
Miscellaneous Income	-	\$0.00	\$0.45	0%
Police Fees	780.00	\$25.00	\$471.00	60%
First Responder	1,320.00	\$0.00	\$440.00	33%
Excise Tax on Piped Gas	10,500.00	\$0.00	\$3,536.72	34%
Franchise Tax on Electric PO	273,000.00	\$0.00	\$148,656.66	54%
Sales Tax on Telecommunications	10,500.00	\$0.00	\$4,134.04	39%
Sales Tax on Video Programming	9,100.00	\$0.00	\$4,930.62	54%
Local Government Sales and Use Tax	990,000.00	\$38,008.55	\$258,733.80	26%
Powell Bill Revenues	117,500.00	\$0.00	\$131,310.23	112%
ABC Revenue - County	14,000.00	\$0.00	\$7,664.73	55%
Court Cost	400.00	\$0.00	\$63.00	16%
EMT Monies from Rowan County	-	\$575.00	\$1,385.00	0%
Planning/Zoning Fees	50,000.00	\$4,443.00	\$53,435.75	107%
Garbage Collection Fees	305,000.00	\$26,645.50	\$170,958.93	56%
Resource Officer Reimburse	175,000.00	\$0.00	\$162,077.09	93%
EMS Utility Reimbursement	7,500.00	\$0.00	\$2,620.00	35%
ABC Profits - State	14,000.00	\$0.00	\$0.00	0%
Solid Waste Disposal Tax	1,800.00	\$773.54	\$2,300.29	128%
East Landis Property Tax	25,000.00	\$4,188.72	\$29,100.84	116%
East Landis Tax - Prior Years	200.00	\$0.00	\$1.81	1%
East Landis Penalties and Interest	2,000.00	\$18.14	\$1,146.09	57%
East Landis - Motor Vehicles	3,500.00	\$390.68	\$2,551.50	73%
Sale of Fixed & Surplus Assets	11,500.00	\$0.00	\$1,925.00	17%
Fund Balance Appropriated	637,486.00	\$0.00	\$0.00	0%
Administrative Service Charges	725,331.00	\$60,444.25	\$483,554.00	67%
Park Revenues	128,100.00	\$1,374.25	\$86,813.65	68%
Water Service	1,100,000.00	\$84,357.28	\$623,389.89	57%
Construction Services - Water	-	\$0.00	\$1,850.00	0%
Interest on Investments	6,888.00	\$0.00	\$17,918.85	260%
Miscellaneous Income	-	\$0.00	\$4,341.98	0%
Tap Fees - Water	48,000.00	\$0.00	\$32,500.00	68%
Insurance Proceeds	-	\$0.00	\$3,313.52	0%
East Landis Water	-	\$0.00	\$0.00	0%
Sewer Service Fees	993,000.00	\$84,874.23	\$553,380.24	56%
Sewer Impact Fees	-	\$0.00	\$8,904.00	0%
Tap Fees	30,000.00	\$0.00	\$20,936.00	70%
Stormwater Fees	115,000.00	\$9,685.00	\$63,072.50	55%
Interest on Investments - Stormwater	1,200.00	\$0.00	\$648.52	54%
Construction Services - Electric	3,000.00	\$0.00	\$0.00	0%
Electricity Fees	5,900,000.00	\$600,750.48	\$3,288,493.96	56%
Penalties - Electric	70,000.00	\$0.00	\$54,297.48	78%
Reconnect Fees	65,000.00	\$0.00	\$24,795.00	38%
Meter Tampering Fees	-	\$0.00	\$800.00	0%
Pole Attachments	8,000.00	\$0.00	\$354.30	4%
Interest on Investments - Electric	20,000.00	\$0.00	\$18,516.60	93%
Miscellaneous Income	1,500.00	\$0.00	\$0.00	0%
Underground Service	-	\$0.00	\$350.00	0%
Payment Return Fees	2,000.00	\$0.00	\$1,950.00	98%
Sale of Scrap Metal	-	\$0.00	\$713.53	0%
Debt Setoff	1,500.00	\$54.49	\$1,222.57	82%
Sales Tax Refund	50,000.00	\$0.00	\$0.00	0%
Sale of Surplus Assets - Electric	-	\$0.00	\$3,580.00	0%
Retained Earnings Appropriated - Electric	136,181.00	\$0.00	\$0.00	0%
<b>TOTAL</b>	<b>14,580,725.00</b>	<b>\$1,160,700.80</b>	<b>\$8,825,112.45</b>	<b>61%</b>



Bank Balances		
Bank OZK - General Fund	\$1,000.00	0.01%
Payroll Account	\$32,134.44	0.30%
NCCMT - General Fund	\$7,449,083.48	70.08%
General Fund Sweep Acct	\$2,215,862.83	20.85%
Passive Park Fund Savings	\$178,861.11	1.68%
Passive Park A/P Acct	\$1,000.00	0.01%
NCCMT - Powell Bill	\$698,125.00	6.57%
USDA Reserve Account	\$49,028.90	0.46%
Landis Police Foundation	\$3,728.90	0.04%
<b>TOTAL</b>	<b>\$10,628,824.66</b>	<b>100%</b>



Operating Budget Expenditures	Budgeted FY23-24	February	FY 23-24 YTD	%
Administration	\$1,677,329.00	\$154,872.96	\$771,546.27	46%
Police Department	\$1,417,717.00	\$92,021.16	\$706,308.43	50%
Fire Department	\$920,560.00	\$111,447.91	\$675,789.10	73%
Streets Department	\$995,140.00	\$45,976.04	\$540,563.03	54%
Sanitation Department	\$428,500.00	\$20,661.87	\$157,457.39	37%
Parks and Recreation	\$479,073.00	\$17,448.75	\$268,393.04	56%
Electric Department	\$6,287,181.00	\$135,664.16	\$3,547,509.71	56%
Water Department	\$882,000.00	\$63,788.83	\$486,247.21	55%
Sewer Department	\$1,018,000.00	\$105,225.29	\$594,042.60	58%
Storm Water Department	\$116,200.00	\$6,821.89	\$34,570.53	30%
Debt Service - Municipal Loan/Copiers	\$60,025.00	\$1,596.58	\$54,519.02	91%
Debt Service - USDA Bonds/Sewer Equip / Srf Loan	\$299,000.00	\$0.00	\$57,051.73	19%
<b>Total Expenditures</b>	<b>\$14,580,725.00</b>	<b>\$755,525.44</b>	<b>\$7,893,998.06</b>	<b>54%</b>

Capital Improvement Plan Budgets	Budgeted	February	FY 23-24 YTD	%
<i>Year-To-Date Capital Expenditures</i>				
Total Revenues	\$0.00	\$0.00	\$0.00	100%
<b>Total Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100%</b>

Landis Police Foundation	Budgeted	February	FY 23-24	%
Total Revenues	\$15,000.00	\$0.00	\$5,600.00	37%
<b>Total Expenditures</b>	<b>\$15,000.00</b>	<b>\$236.26</b>	<b>\$236.26</b>	<b>2%</b>

Passive Park Fund	Budgeted	February	FY 23-24	%
<i>Year-To-Date Passive Park Fund</i>				
Total Revenues	\$53,750.00	\$0.00	\$53,750.00	0%
<b>Remaining Balance</b>			<b>\$53,750.00</b>	

Passive Park Buyout / Trans to Gen Fund	\$0.00	\$0.00	\$0.00	0%
Supplies	\$0.00	\$23.50	\$23.50	0%
Purchased Services	\$3,750.00	\$297.50	\$297.50	8%
Professional Fees	\$50,000.00	\$32,841.03	\$32,841.03	66%
<b>Total Expenditures</b>	<b>\$53,750.00</b>	<b>\$33,162.03</b>	<b>\$33,162.03</b>	<b>62%</b>



# Item Cover Page

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**MEETING TYPE** Board of Alderman

**DATE:** March 11, 2024

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

**ITEM TYPE:** Report

**AGENDA SECTION:** Reports

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

**DETAILS:**



**Town Manager Report**  
**Month of February 2024**

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

1. The Mount Moriah Church Road/West Ryder Avenue water line, and the elevated water tank grant projects have been approved by the North Carolina Department of Environmental Quality and will be out for bid soon.
2. The sewer line project on South Main Street is moving forward as it has been approved by the North Carolina Department of Environmental Quality. This project should be off the ground by summer and will include rehabbing the Upright Lift Station which is expected to cure the inflow and infiltration issue we are currently experiencing.
3. I have been continually involved in meetings about stormwater, stormwater funding sources, and ways to improve our stormwater infrastructure needs. The Town has applied for an additional \$400,000 in grant funding for this issue.
4. The Town is currently working with SEPI to develop an estimate for paving some of our City Roadways. A paving quote will be provided to the Board in the April 2024 meeting. This will include roadways that have been recommended for repair, through the last SEPI review.
5. The Town has applied for the NC Streamflow Rehabilitation Assistance Program to help with some of our PL-566 Watershed Dam challenges at Lake Landis. These challenges were identified by our recent NCDEQ inspection.
6. The Town will begin offering community CPR training, through the Fire Department, beginning April 2024. Please be on the lookout for those updates on our website, and through the newsletter.
7. Utility Billing Staff are continually auditing all Utility Billing Records to ensure we have the correct information for all customers that is needed on file. I appreciate everyone's patience with staff during this process.

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

Thank you,

*Michael D. Ambrose*

Michael D. Ambrose



2024

# APRIL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31 <b>EASTER</b>	1	2	3	4 Board of Aldermen Work Session Meeting: 5:30PM	5	6
7	8 Board of Aldermen Regular Scheduled Meeting: 6:00PM	9 Planning Board Meeting: 6:00PM	10	11	12	13
14	15	16	17	18 Board of Alderman Budget Retreat 9-11AM	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

**MAY**

**NOTE**

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## COMMUNITY EVENTS

2023-2024



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

- 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