



BOARD OF ALDERMAN

Monday, April 08, 2024 at 6:00 PM

Landis Board Room

AGENDA

PLEASE SILENCE ALL CELL PHONES

1. INTRODUCTION:

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

2. CONSENT AGENDA:

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

REQUESTED ACTION: Motion to Approve Consent Agenda as presented

- [2.1](#) Consider Approval of Work Session meeting Minutes from March 7, 2024, Regular Scheduled Meeting Minutes from March 11, 2024, and Budget Retreat Minutes from March 19, 2024
- [2.2](#) Consider Approval of Request by the South Rowan Public Schools Bible Teaching Association to Assist with the "Run for the WORD 5K" to be held in September of 2024
- [2.3](#) Consider Approval of the Police Department Applying for the Cannon Foundation Grant
- [2.4](#) Consider Approval of the Fire Department Applying for the Firehouse Subs Grant

[2.5](#) Consider Reappointing Catherine Drumm and Mark Bringle to the Town of Landis Planning Board and Board of Adjustment

3. PUBLIC HEARINGS:

[3.1](#) Consider Legislative Hearing for Zoning Map Amendment (Irish Creek Phase 2)

[3.2](#) Consider Legislative Hearing for Conditional Zoning Map Amendment of Property Known as 1275/1285 Mt. Moriah Church Rd

[3.3](#) Consider Legislative Hearing for Development Agreement for Landis85

4. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

4.1 Citizens' Comments

5. CONSIDERATIONS:

[5.1](#) Consider Approval of Equipment for New Bucket Truck

[5.2](#) Consider Approval of Granting Town Manager Authorization to Surplus Items and Set Reserves with a Value Under \$5000

[5.3](#) Consider Approval of Receiving the Cannon Foundation Grant Funds for the Use of Purchasing a New Fire Safety House Inflatable

[5.4](#) Consider Purchase of New Fire Apparatus

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 Board Packet)

8. CLOSING:

8.1 Board Comments

8.2 Motion to Adjourn



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Meeting Minutes

AGENDA SECTION: Minutes

SUBJECT: **Consider Approval of Work Session Meeting Minutes from March 7, 2024, Regular Scheduled Meeting Minutes from March 11, 2024, and Budget Retreat #1 Meeting Minutes from March 19, 2024.**

DETAILS:



WORK SESSION

Thursday, March 07, 2024 at 5:30 PM
Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

Staff Present: Town Manager Michael Ambrose, Finance Director Jeneen McMillen, Human Resource Director/Town Clerk Madison Stegall, Deputy Town Clerk Angie Sands, Town Attorney Rick Locklear, PZ&S Administrator Rick Flowe, Police Chief Matthew Geelen, Public Works Director Joe Halyburton, Parks and Recreation Director Jessica StMartin

Absent: Mayor Pro-Tem Ashley Stewart

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith Welcomed those in attendance.

1.3 Adoption of Agenda

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

Moved by: Ryan Nelms, seconded by: Darrell Overcash

Passed: 3-0

Voting For: Tony Corriher, Darrell Overcash, Ryan Nelms

2. CONSIDERATIONS:

2.1 Consider Discussion of the Agenda Packet for the March 11, 2024, Regular Scheduled Meeting in Order to Provide Opportunities for Board Members to Study Issues, Gather and Analyze Information, and Clarify Direction for Staff

3/7/24 Agenda Items Discussed: (The Agenda for 3/7/24 was discussed sequentially, only items that were deliberated will be mentioned below.)

2.3 Consider Approval of the Police Department Applying for the Norfolk Southern Railroad Grant.

Chief Geelen asked for approval to move forward with applying for the Norfolk Southern Railroad Grant. This is the Safety Grant that will be between \$1,000 - \$15,000. Project cost is \$14,748. The signs will be solar power and portable. They will help increase visibility of speed limit. Mayor Smith asked if the signs will just have the speed limit posted when it is not detecting the speed of the vehicle driving? Chief Geelen stated that to his knowledge it would be black. The Mayor and Board had some discussion on the signs and how they worked.

5.2 Consider Approval of Implementing a Planning board Stipend for Monthly Meetings

Town Manager Michael Ambrose gave a brief overview of how not having a quorum each month is creating an issue with our town growth. Mr. Ambrose suggested a \$25 monthly Stipend that would only be paid when the member is at the meeting from beginning to end. Alderman Ryan Nelms asked would it be paid out the following month. Manager Ambrose answered yes. Mayor Smith said that the town had to do something, we must have a Planning Board to have growth in the town. Town Manager Michael Ambrose said the first recommendation was \$50, and he said we have a budget for \$25. Alderman Darrell Overcash asked if it was per meeting. Town Manager Michael Ambrose said that we do have the money in surplus funding for the rest of the year and no budget amendment would be needed. It would come from Planning and Zoning Fees.

5.3 Consider Approval of Repairing the Town Crier Clock Located on N Central Avenue

Parks and Recreation Director Jessica St. Martin explained to the Mayor and Board that while researching she found that The Verdin Company out of Ohio installed the clock in 2012. Jessica stated that by their records the last maintenance that The Verdin Company was in 2014. They stated that all parts inside the clock are still serviceable and can be fixed. Jessica said that the service charge would be \$625 that would cover the travel time and the first hour, getting it up and running would include any small parts such as fuses. It would be \$140 for each additional hour. The worst-case scenario is if the clock needs a total mechanical renovation, to replace everything inside the clock would be \$8,490. Town Manager Michael Ambrose stated that the money would come from Downtown Revitalization Funding. Parks and Recreation Director Jessica St. Martin did get another quote from Chime Master in the amount of \$13,600. Mayor Smith asked where they were located, and Jessica responded out of state as well. Mayor Smith asked if The Verdin Company found they would have to do a total mechanical renovation, would they have to come back to do the job? Jessica said that she would confirm, but they did have resources to have parts available and could possibly get it done without traveling back. Alderman Nelms asked if when the Board makes the motion will the motion be to approve the \$8,490. Town Manager Michael Ambrose stated it would just be for that \$8,490. Mr. Ambrose also stated a new clock would cost approximately \$50,000.

5.4 Consider Approval of a Sewer Utility Easement for Landis Grove Development

Planning and Zoning Administration Rick Flowe gave a brief overview of Sewer Utility Easement for the Landis Grove Development. Mr. Flowe explained that the town should consider granting or approval authorization for a temporary construction easement. This will allow the developers, contractors, and so forth to go onto the property to install what's needed. Mr. Flowe expressed that the town did not need to complete and easement for themselves in this matter. When completed, they will dedicate all their streets and infrastructure to the town. The town will then own the line they installed. The matter before the Board is to allow for an encroachment for them to come on the property to install a force main across the property. The property is down the hill behind the

guardrail. The manhole they are targeting is close to the end of the guardrail in front of a small vacant lot that separates our property, and the property Sonic is located on.

Town Attorney Rick Locklear had concerns about what would happen to the property in the future if the town did not complete an easement agreement with themselves. Rick Flowe stated that the property was not developable due to the flood plain on the property and that there were two ways to go about it. Either do a dedicated Platted Easement or a Blanket Easement. This would at least flag during a title search if the town ever disposed of the property. The town could also have a specific line location and could prepare their own document, possibly to dedicate and record a permanent easement based on location from Landis to Landis. Rick Locklear stated that he thinks this would address his concern that in the future we won't run into the same problems that we have now.

Mayor Smith asked if Mr. Beadle was dead set on Landis Grove Development name.

Town Manager Michael Ambrose said Mr. Beadle was still playing with the wording.

9.1 **Board Comments**

Mayor Smith commented on how nice the new bleachers looked at the ball fields. And the walking bridge looks very nice.

Town Manager Michael Ambrose mentioned that the Mt Moriah elevated water tank and the Mt. Moriah Church Rd water line have been approved by DEQ. Those projects and the sewer line project are moving forward.

3. **CLOSING:**

3.1 **Motion to Adjourn**

ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING AT 5:50 PM.

Moved by: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: 3-0

Voting For: Ryan Nelms, Tony Corriher, Darrell Overcash

Respectfully Submitted,

Madison T. Stegall, Town Clerk



BOARD OF ALDERMAN

Monday, March 11, 2024 at 6:00 PM

Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

Staff Present: Town Manager Michael Ambrose, Finance Director Jeneen McMillen, Human Resources Director/ Town Clerk Madison Stegall, Deputy Town Clerk Angie Sands, Town Attorney Rick Locklear, PZ&S Administrator Rick Flowe, Police Chief Matthew Geelen

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Moment of Silence and Pledge of Allegiance

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

1.4 Adoption of Agenda

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

Moved by Ashley Stewart, seconded by Ryan Nelms

Motion Passed: 4-0

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

2. CONSENT AGENDA:

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

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

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

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

- 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.)**

Planning, Zoning, and Subdivision Administrator, Rick Flowe, gave a brief overview of the Order to Close a Public Right-of-Way (W. 2nd St).

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING ORDER TO CLOSE A PUBLIC RIGHT-OF-WAY (W. 2ND ST).

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

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

No Comments or Questions were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR ORDER TO CLOSE A PUBLIC RIGHT-OF-WAY (W. 2ND ST)

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: 4-0

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

ACTION: A MOTION WAS MADE TO APPROVE THE ORDER TO CLOSE A PUBLIC RIGHT-OF-WAY (W. 2ND ST) ORDINANCE #OTC-2024-03-11.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: 4-0

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

4. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

4.1 Citizens' Comments

- **Bittle Family- 510 N Chapel Street**

Town Clerk Madison Stegall read a letter submitted by the Bittle Family – 510 N Chapel Street. This letter explains the Bittle Family's concerns and dangers of multiple sink holes on their property.

- **Nadine Cherry- 410 W. Garden Street**

“Mayor Smith, I would like to know why during some meetings, if something gets said you don't like, you ask what was said doesn't get put in the minutes. I would like to know the reasoning behind this. I have been told a gentleman came in about checking the sound system and told that there is nothing wrong with it. Yes, when it's deliberately messed with this is being done just to try and upset me. I would like to see the report where this person came and checked it out. You know it is a shame when you go to the Police Department and an Officer doesn't stand where you can understand what he is saying. It is a shame when you take paperwork to the Police Chief about what is written concerning the time limit on parking of 2 hours in the 100th block of N. Central, and the 100th block of S. Central Ave.”

- **Kyle and Kelly Robinson- 412 S. Zion**

“First off, I want to thank Landis Police Department on behalf of The First United Methodist Church for stocking our food pantry outside. I appreciate that. The second thing is we live on the corner of Hoke and Zion, and we are seeing an increased amount of speeders coming through there, either speeding from the baseball field and the stop sign. We would like to have some of those speed bumps on the other end of Zion by the curve. Maybe put further down on Zion or even on Hoke Street. Also, the horseback riders at night. They are coming more and more frequently. Not that I mind the horseback riders going through town, but I'd like to see some reflectors or something on them so that somebody doesn't hit them. They're completely dark, you can't see them, you can hear them, we can hear them, also they're trying to tear up some of the neighbor's yard by walking through them, so, we'd like to see something, I know it's kind of a sticky subject, but it's something that is coming more and more frequently. Thank you.”

- **Stanly Sloop – 321 Town Street**

“My name is Stanly Sloop, tonight I'm here to talk about 321 Town Street Landis. It's one of many properties we own in Landis. Also, here to talk about another sink hole a different sink hole in the city limits. When we purchased the property Reed Linn was the Town Manager and the sink hole was brought to his attention, then Mr. Barefoot came in and it was brought to his attention. I have emails from Mr. Barefoot stating that he would take care of this if I'll allow him enough time. Of course, it never happened. I can't remember the lady's name that took his place but, I came in her office and sat down at her desk and spoke to her about the same situation, the sink hole, and then she left and this gentlemen here (Town Manager Michael Ambrose), came in and I caught him at another property I was at one day, he was actually speaking with another resident and I talked to him for a few minutes. The sink hole is from a 30-inch corrugated pipe that without a shadow of doubt has been there 50 years. It has collapsed, part of it has gotten bigger over time. At no time has Landis ever come out and put caution tape or poles or anything. I have done that myself, but the sink hole has swallowed it up. There are exposed high voltage wires that people of Landis have brought to attention. You can look down in the hole and see the high voltage wires. There is a main septic line, not from the house, a MAIN septic line that could be seen in these holes. And most

recently, a couple of months ago, I was told that kids were seen playing in these sink holes. So, you know I hope that it does not take a child dying from high voltage wires, or dirt collapsing for something to be done about this, because I have literally been speaking about this for years and it's just getting worse. Thank you."

• **Adres Bernal Icon -508 S Dial Street**

Mr. Icon gave an overview of the three sink holes on his property. He has one that is 8x12, 12x6, and 6x6. Mr. Icon said every time it rains it washes out. They have put gravel in the sink holes and it washed out. He has been dealing with this issue for 3 years. Mr. Icon called the city about 2 years ago and someone came out, he could not remember who, and was told it was his responsibility to fix the sink holes. Mr. Icon expressed that the city installed the 22-inch pipe. Mr. Icon has put caution tape around the sink holes. Mr. Icon stated that they were near his house and about 6 feet from the street.

Town Manager Michael Ambrose explained that the town had applied for a Storm Water Grant and the state gave feedback and expressed that the Town needs more public input. We ask that residents having sink hole issues let us know what's going on, so we can be transparent with the state.

5. CONSIDERATIONS:

5.1 Consider Appointing Debra Cox to the Town of Landis Planning Board

ACTION: A MOTION WAS MADE TO APPOINT DEBRA COX TO THE TOWN OF LANDIS PLANNING BOARD.

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

5.2 Consider Approval of Implementing a Planning Board Stipend for Monthly Meetings

ACTION: A MOTION WAS MADE TO APPROVE AND IMPLEMENT A PLANNING BOARD STIPEND FOR THEIR MONTHLY MEETINGS.

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

5.3 Consider Approval of Repairing the Town Crier Clock Located on N Central Avenue

ACTION: A MOTION WAS MADE TO APPROVE THE VERDIN COMPANY FOR \$8,490 FOR REPAIRS TO THE TOWN CRIER CLOCK LOCATED AT N CENTRAL AVENUE.

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

5.4 Consider Approval of a Sewer Utility Easement for Landis85 Development

Planning, Zoning, and Subdivision Administrator Rick Flowe gave an overview of a Sewer Utility Easement for Landis85 Development.

ACTION: A MOTION WAS MADE TO APPROVE A SEWER UTILITY EASEMENT FOR THE LANDIS85 DEVELOPMENT.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: 4-0

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

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)

Mayor Smith reminded everyone of the Planning Board Meeting on Tuesday March 12, at 6:00 PM. She also mentioned the Budget Retreat on Tuesday March 19, 2024, from 9am- 11am. Town Hall will be closed on March 29, 2024. Easter Egg Hunt on March 23, at Lake Corriher Wilderness Park.

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

ACTION: A MOTION WAS MADE TO ENTER EXECUTIVE SESSION PURSUANT TO N.C.G.S 143-318.11 (a)(3) TO CONSULT WITH TOWN ATTORNEY.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

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

ACTION: A MOTION WAS MADE TO CLOSE THE EXECUTIVE SESSION PURSUANT TO N.C.G.S 143-318.11 (a)(3) TO CONSULT WITH TOWN ATTORNEY.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

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

9. CLOSING:

9.1 Board Comments

No Board comments were made.

9.2 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING AT 7:02 PM

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

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

Respectfully Submitted,

Madison T. Stegall, Town Clerk

DRAFT



BOARD OF ALDERMEN BUDGET RETREAT #1

Tuesday, March 19, 2024 at 9:00 AM

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, Finance Director Jeneen McMillen, Human Resources Director/Town Clerk Madison Stegall, Deputy Town Clerk Angie Sands, Fire Chief Jason Smith, Police Chief Matthew Geelen, Lead Fellow Robbie Shinn

1. INTRODUCTION:

1.1 Call Meeting to Order

The meeting was called to order at 9:00 AM.

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 Ryan Nelms

Motion Passed: 4-0

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

2. PRESENTATIONS:

2.1 Rod Crider - Rowan County EDC - 9:00-9:30 AM

Ron Crider from Rowan County EDC gave a brief overview of updates with the Rowan EDC.

2.2 Admin/Planning & Zoning Departments - Madison Stegall - 9:30-10:00 AM

Human Resources Director/Town Clerk Madison Stegall gave a brief overview of our Admin Department. Madison talked about Merit & COLA payout change. Currently, staff receive a merit increase on their annual anniversary. Beginning July 1, 2024, this will change to all employees receiving a merit increase in January, and the COLA will still be paid in July. This would cut down time spent on payroll biweekly and help streamline that system. The next item HR Director/Town Clerk Madison Stegall talked about was the current pay period for the Town. Current payroll dates are Wednesday through Tuesday. Staff would like to change payroll dates to Sunday through Saturday. Staff only have 1 day to process payroll right now. Staff would like to make this change happen in June. Staff are recommending the Town gift full-time hourly employees with 16 hours of sick time, so we are efficiently and effectively making this change over so that no employee will be short on hours for the initial transition.

Mayor Smith agreed that it made sense to change it and that gifting the 16 hours of sick time would be fair.

Alderman Ryan Nelms asked if PTO and sick time are fiscal calendar, or yearly calendar. Does it roll over each year and what rolls over.

HR Director/Town Clerk Madison explained that it's fiscal year and that vacation time is what rolls over into sick time. An employee can't have over 240 hours of vacation time in their bank as of July 1st, and it will roll over to employee sick time.

Alderman Ryan Nelms asked if sick time policy could be used for what the employee needed it for or just being sick.

HR Director/ Town Clerk Madison Stegall answered it can only be used as sick time for the employee, child, spouse, or parent of the employee.

Alderman Ryan Nelms asked if the 16 hours could be used as sick time.

HR Director/Town Clerk said that the 16 hours would only cover the 16 hours for the time of the pay change and would be applied to employee accounts and immediately taken out for the specific purpose of ensuring employees checks are not short on hours for the conversion.

Town Manager Michael Ambrose added that Chapter 159 of the North Carolina State Law only allows us to use sick time for this.

Action: A MOTION WAS MADE TO APPROVE THE NEW FORMAT FOR PAYROLL TO BEGIN ON SUNDAY AND END ON SATURDAY ALLOWING 3 EXTRA DAYS ON THE CALENDAR FOR ADMINISTRATION TO PROCESS PAYROLL AND ALLOCATING 16 HOURS OF SICK TIME PER EACH FULL-TIME HOURLY EMPLOYEE FOR THE TRANSITION.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

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

Human Resources Director/Town Clerk Madison Stegall gave a brief overview of our Planning & Zoning Department. We currently only have one part-time employee in that department that works Tuesday through Thursday from 9:00 AM to 1:00 PM. This fiscal year we are asking to add a Planning Technician position to the department. We now contract out with NFocus for our Planning, and we are looking to bring that back in house. Code enforcement will also come back in house with the Police Department handling that. This would be beneficial to the Town because our citizens come at times when we don't have anyone from Planning & Zoning here to talk to, with it being just a part-time position.

Town Manager Michael Ambrose added that Planning, Zoning, Subdivision Administrator Rick Flowe would stay on as Administrator for at least a year.

Mayor and Board had some discussion between them.

Town Manager Michael Ambrose also commented that John Ganus (code enforcement) would also stay on for at least another year to help transition.

2.3 Police Department - Police Chief Matthew Geelen - 10:00-10:30 AM

Chief Geelen gave a brief overview of the Police Department's Accomplishments for Fiscal Year 2024. Chief Geelen thanked the Mayor and Board and Manager Ambrose for their support. He also went over each Fiscal Year's needs for the next four years. Chief Geelen has asked for in Fiscal Year 2025 to purchase (2) new Patrol Vehicles and to purchase (3) new Ballistic Vests and to put both items on rotation for the next 4 years. Chief Geelen asked for Fiscal Year 2026 the purchase of (2) patrol vehicles, (3) New Ballistic Vests, and to purchase (2) updated Portable Breath Testing Devices. Fiscal Year 2027 (2) new Patrol Vehicles, (2) updated Portable Breath Testing Devices, (3) New Ballistic Vests. Fiscal Year 2028, Chief Geelen asked for (2) New Patrol Vehicles, (2) Updated Portable Breath Testing Devices and (3) New Ballistic Vests.

2.4 Fire Department-Fire Chief Jason Smith – 10:30-11:00 AM

Chief Smith gave a brief overview of the Fire Department's Accomplishments for Fiscal Year 2024. Chief Smith asked for in Fiscal Year 2025 to Purchase a new Fire Engine. He stated that NFPA 1901 recommends a 15-year life on a Front-Line Engine or Ladder to go in reserve status. Our trucks are in the mid 2000's so they are well into their retirement age. Chief Smith stated that he would like to request this new Fire Engine to get us updated for our safety and public safety. Fiscal Year 2026 I am requesting new Turnout Gear and put that on a rotation and purchase 2 per year. Also, replacement of the fire hose. Fiscal Year 2027 purchase of New PPE Washer and Dryer, and remodel of Station 44.

Mayor Smith asked how much a new PPE washer and dryer would cost. Chief Smith replied with about \$15,000. Mayor Smith said let's add that to Fiscal Year 2025. Mayor Smith, Mayor Pro-Tem Ashley Stewart, and Chief Smith had some discussion on where it would be stored and where the Fire Department took their turnout gear to be washed now. Chief Smith answered with Station 58.

Chief Smith added that in Fiscal Year 2028 the purchase of New Fire Helmets and getting them on a rotation also.

Town Manager Michael Ambrose gave a brief overview of the current Fire Engines. He also said that our early bids for a new Fire Engine were at about \$750,000, and we currently have some bids out there and would let the Board know when we get those back.

The Mayor and Board had some discussion on the pros and cons of replacing the Fire Engine.

Alderman Ryan Nelms wanted to see the breakdown of the year, and what’s the recommended years of life for them.

Pro-Tem Ashley Stewart wanted to have the Model and Year put on the list so that the board can see the year model with the correct vehicle.

Mayor Smith asked for a 5-minute recess.

ACTION: A MOTION WAS MADE FOR A RECESS AT 10:19 AM.

Motion 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 COME OUT OF RECESS AT 10:30.

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

3. CLOSING:

3.1 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN AT 10:35AM.

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

Respectfully Submitted,

Madison T. Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Request by the South Rowan Public Schools Bible Teaching Association to Assist with the “Run for the Word 5K” to be held in September 2024**

DETAILS:

Mr. David Roberts, at 506 North Central Avenue and a representative of the South Rowan Public Schools Bible Teaching Association, appeared before the Town Board at the February 2024 meeting. Mr. Roberts is requesting support from the Town’s Fire and Police Departments for the planning and execution of the “Run for the Word 5K” to be held Saturday, September 14th, 2024.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Matthew Geelen, Chief of Police

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of the Police Department Applying for the Cannon Foundation Grant**

DETAILS:

The Police Department is requesting approval to apply for a grant from “The Cannon Foundation” to secure funding for five new ballistic vests for our officers. Upgrading our officers' protective gear is essential for their safety and effectiveness in the line of duty. The Cannon Foundation has a history of supporting law enforcement agencies and public safety initiatives, making them an ideal partner for this important equipment upgrade. I intend to seek 100% grant funding, without a match from the town, with a total cost of \$6,478.60. The cost of a ballistic vest is \$1,295.72.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Jason Smith, Fire Chief

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of the Fire Department Applying for the Firehouse Subs Grant**

DETAILS:

Staff are requesting approval to seek a grant from the Firehouse Subs Public Safety Foundation. The Firehouse Subs Public Safety Foundation was founded in 2005 in the aftermath of Hurricane Katrina. Presently, this grant supports first responders with items such as lifesaving equipment, prevention education, scholarships, and disaster relief. In the state of North Carolina alone, the foundation has provided 265 grants with over 3.3 million dollars of funds distributed.

This grant request will be for a Lion-Bullseye Digital Fire Extinguishing System. This system uses an LED interactive board to simulate a fire and a laser equipped fire extinguisher to interact with the LED board. This system allows us to train indoors or outdoors with no live fire involved. This system will be used as part of our community education program. This can be used for homes, businesses, schools, or any other location that may require fire suppression.

This is not a matching grant, and the request will be for approximately \$27,000 dollars, the cost of the elite training system. There will be three opportunities remaining to apply for grants this year. I am asking for approval to apply in all three open periods (April, July, October) in attempts to gain funding for this project. Staff are requesting this be a 100% grant which will be at no cost to the taxpayers.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Reappointing Catherine Drumm and Mark Bringle to the Town of Landis Planning Board and Board of Adjustment**

DETAILS:

The Town of Landis Planning Board/Board of Adjustment hold three-year term limits. Catherine Drumm, newly appointed Chair of the Planning Board, and Mark Bringle have reached their term limit and have requested reappointment.



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: April 8, 2024
SUBMITTED BY: Madison Stegall, Town Clerk
ITEM TYPE: Public Legislative Hearing
AGENDA SECTION: Public Hearings
SUBJECT: Consider Legislative Hearing for Zoning Map Amendment (Irish Creek Phase 2)

DETAILS:

- A. Overview from Staff
- B. Open Hearing**
- C. Comments by Public
- D. Close Hearing**
- E. Consider Ordinance #ZMA 2024-04-08-1**

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

Ordinance #ZMA-2024-04-08-1

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

Part 1. Consistency with Adopted Comprehensive Plan.

The Board of Aldermen finds that the zoning map amendment to the property of Atlantic American Properties, Inc., being the owner(s) of the certain land areas hereinafter described as a portion of Rowan County Tax Parcel 132-0130000002 and Connor Louise K Trustee, being the owner(s) of the certain land areas hereinafter described as Rowan County Tax Parcel 132 01303 together consisting of approximately 142.64 acres as illustrated in Attachment “A” attached hereto, establishing a zoning designation in accordance with G.S. 160D-604(a) of “Single Family Residential - 3” (SFR-3) is consistent with the Future Land Use Map as amended from time to time and originally appearing on page 19 of the Town’s Comprehensive Land Use Plan 2040 (the Plan), as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

This amendment is reasonable because the subject property allows for the growth and expansion of neighborhoods supporting the local economic base of the Town while improving access to quality open spaces and environmental amenities to improve the quality of life for Landis residents.

Part 3. Designation of Zoning Designation.

That portion of Rowan County Parcel ID 132-0130000002 together with Parcel 132 01303, as shown in Attachment “A” attached hereto shall be designated “Single Family Residential - 3” (SFR-3) on the Official Zoning Map.

Part 4. Effective Date.

This Ordinance shall be effective immediately upon its adoption.

Adopted this 8th day of April 2024.

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Public Legislative Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Legislative Hearing for Conditional Zoning Map Amendment of Property Known as 1275/1285 Mt. Moriah Church Rd**

DETAILS:

- A. Overview from Staff
- B. Open Hearing**
- C. Comments by Public
- D. Close Hearing**
- E. Consider Ordinance #ZMA 2024-04-08-2**

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

Ordinance #ZMA-2024-04-08-2

BE IT ORDAINED by the Mayor and Board of Aldermen of the Town of Landis, North Carolina that the Official Zoning Map (OZM) of the Landis Development Ordinance (LDO) be amended in accordance with Article 6 of G.S. 160D. The subject property of Mt. Moriah Apartments LLC 1484 S Beverly Dr. #114, Los Angeles, CA 90035-3043, being the owners of the certain land area(s) hereinafter known as Rowan County Tax Parcel(s) 130B095 and 130B315 located at 1275 & 1285 Mt. Moriah Church Road as described in Attachment “A” attached hereto be designated upon the OZM as follows:

Part 1. Consistency with Adopted Comprehensive Plan.

The Board of Aldermen finds that a zoning map amendment applicable to the subject property, establishing a zoning designation in accordance with G.S. 160D-604(a) of “Mixed Use 1 Conditional Zoning District” (MU-1-CZ) with all non-residential use privileges forfeited by the owner, is consistent with the Town’s 2040 Comprehensive Land Use Plan (the Plan) and the “Neighborhood” designation upon the subject property appearing on its “Future Land Use Map” therein as amended, as required by G.S. 160D-605(a).

Part 2. Statement of Reasonableness.

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

Part 3. Designation of Zoning Designation with Conditions.

That Rowan County Parcel ID 130B095 and 130B315, as shown in Attachment “A” attached hereto shall be designated “Mixed Use 1 Conditional Zoning District” (MU-1-CZ) with all non-residential use privileges forfeited by the owner on the Official Zoning Map.

Part 4. Effective Date.

This Ordinance shall be effective immediately upon its adoption.

Adopted this 8th day of April 2024.

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Public Legislative Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Legislative Hearing for Development Agreement for Property Known as Landis85 (Old Beatty Ford Rd Business Park)**

DETAILS:

- A. Overview from Staff
- B. Open Hearing**
- C. Comments by Public
- D. Close Hearing**
- E. Consider Ordinance #DA 2024-04-08**

An Ordinance Adopting a Development Agreement

Ordinance #DA-2024-04-08

An Ordinance Adopting a Development Agreement Between the Town of Landis and **Jackson-Shaw Company, LLC**, a Texas limited liability company together with its affiliates, successors and assigns.

Be It Resolved Therefore that:

- A. The Town of Landis, in accordance with Article 10 of G.S. 160D finds that:
 - 1. Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.
 - 2. Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.
 - 3. Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, finance, and construction schedules and the phasing of the private development.
 - 4. Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that the development standards will remain stable through the extended period of the development.
 - 5. Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.
 - 6. To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments.

- B. The Town of Landis enters into this Agreement subject to the procedures and requirements of G.S. 160D-1001 – 160D-1012. In entering this agreement, the Town acknowledges it may not exercise any authority or make any commitment not authorized by general or local act and may not impose any tax or fee not authorized by otherwise applicable law.

- C. The Town of Landis acknowledges that the authority to adopt this Agreement is supplemental to the powers conferred upon local governments and does not preclude or supersede rights and obligations established pursuant to other law regarding building permits, site-specific development plans, phased development plans, or other provisions of law.

NOW THEREFORE BE IT ORDAINED that the Town Board of Aldermen of the Town of Landis does hereby adopt the attached Development Agreement between the Town of Landis and Jackson-Shaw Company, LLC together with its affiliates, successors and assigns, and authorizes the Mayor to execute on behalf of the Town.

This Development Agreement is approved and to become effective upon execution thereof as authorized by this Ordinance.

ADOPTED on this the 8th day of April 2024.

s/ _____

Meredith Bare Smith, Mayor

s/ _____

Madison Stegall, Town Clerk

STATE OF NORTH CAROLINA)
)
COUNTY OF ROWAN)

**DEVELOPMENT
AND
TIG INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

This Development and TIG Infrastructure Reimbursement Agreement (the “**Agreement**”) is made and entered into this _____ day of April, 2024 (“**Effective Date**”), by and between **JACKSON-SHAW COMPANY, LLC**, a Texas limited liability company (together with its affiliates, successors and assigns, “**Developer**”), and the **TOWN OF LANDIS**, a North Carolina municipal corporation (“**Town**”).

WITNESSETH:

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

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

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

WHEREAS, Section 160D-1001(a)(5) of the North Carolina General Statutes provides

that “Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas;” and

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

WHEREAS, in view of the foregoing, Section 160D-1001(b) and 160D-1003 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing; and

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

WHEREAS, Developer’s affiliates are the owners or contract purchasers of those certain parcels of land in the Town of Landis, North Carolina described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the “**Property**” and together with other property within the Town of Landis that is incorporated into the Development in accordance with the terms hereof, the “**Development Property**”); and

WHEREAS, Developer, together with its affiliates, desires to redevelop some or all of the Property for industrial use with expansion capabilities consistent with the Landis Development Ordinance(s) (the “**Development**”) in accordance with the terms, conditions and provisions of this Agreement; and

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

WHEREAS, the Town has identified the need for certain municipal water and sewer lines in and around the Property (as reflected in the Construction Plans (herein defined), the “**Town Improvements**”);

WHEREAS, Developer is willing to manage the design and construction of the Town Improvements based upon the Town’s agreement to fund the costs associated therewith as

outlined in this Agreement and would not have agreed to construct the Town Improvements as set forth herein but for such reimbursement and this Agreement; and

WHEREAS, Section §160A-499 of the North Carolina General Statutes authorizes the Town to enter into a contract with a private property owner or developer for the reimbursement of costs associated with the design and construction of municipal infrastructure that is included on the Town’s capital improvement plan and serves the developer or property owner. Reimbursement agreements authorized by Section §160A-499 of the North Carolina General Statutes shall not be subject to Article 8 of Chapter 143 of the General Statutes, except as provided in Section §160A-499(d) of the North Carolina General Statutes. Notwithstanding the foregoing, the developer or property owner is not required to award a contract to the lowest responsible bidder or, for that matter, a bidder; and

WHEREAS, the Town and the Developer have made the determination that the statutory requirements have been met and that it is in the parties’ mutual best interest to have the Town Improvements designed and constructed in coordination with the Development so that the future needs of the Town’s residents are met with as little disruption and inconvenience as possible, and the Developer is in the best position to complete the Town Improvements at this time in exchange for reimbursement by the Town as set out herein; and

WHEREAS, the parties desire to memorialize the terms of their agreement with regard to the design, construction and payment for the Town Improvements so that the work on the Development and the Town Improvements may proceed as planned; and

WHEREAS, the Town Board of Aldermen finds that the Development will benefit the citizens and businesses of the Town of Landis by expanding the Town’s tax base, by diversifying the Town’s economy, by attracting new businesses and industries to the Town, and by creating additional jobs within the Town. The Town finds that it is in the best interests of the citizens and businesses of Landis for the Town to encourage and aid the development of the Development, including by assisting with the Town Improvements.

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

1. Approval of Construction Plans. Developer and/or its affiliates may submit construction plans for the Development to the Town’s Planning Department in accordance with the procedures in the Landis Development Ordinance (including those approved prior to, simultaneously with, or after the Effective Date and any amendments or revisions thereof approved in accordance with applicable law, the “**Construction Plans**”). If and when the Construction Plans are approved by the Town per the procedures in the Landis Development Ordinance, the Development Property may be developed in accordance with the Construction Plans and the terms of this Agreement, including the following:

- The installation and approval of required improvements (subject to the approval of construction drawings as required by the Landis Development Ordinance);

- Site preparation/grading (subject to obtaining a grading permit and/or an erosion control permit as required in the Landis Development Ordinance); and

- The preparation of a final plat, subject to the Landis Development Ordinance including any Performance Guarantee(s) required therein.

2. Permitted Uses/Maximum Density. The Development Property may be used for any uses currently permitted under the Zoning, together with any incidental or accessory uses associated therewith. The density of the Development may exceed the standard limitations of the WS-III and WS-IV Protected Area Overlay established in Landis Development Ordinance Article 19, Section 19.1-6 for the High-density Option set forth in Section 19.1-8 of up to 70% as authorized by the approval of this Agreement.

3. Expansion of Site. Nothing in this Agreement should prevent the Developer and/or its affiliates from pursuing contiguous expansion of the Development upon compliance with the Town of Landis Development Ordinance and the terms of this Agreement. Upon acquisition, such property shall be included within the Development Property.

4. Development of Site. The Development Property may be subdivided into smaller parcels in accordance with the Landis Development Ordinance. However, subdivision of the Development Property is not required and the site may be developed as a single parcel.

5. Transportation Improvements. Developer and/or its affiliates shall install or cause the installation of transportation improvements required for the issuance of the driveway permits for the Development as specified by North Carolina Department of Transportation (the “NCDOT”).

6. Access/Infrastructure Road Improvements. Developer represents that the Property will have sufficient access in accordance with the access plan attached hereto as **Exhibit B** and incorporated herein (the “**Site Plan**”) to adequately provide two-way access into and out of the Development. Developer and/or its affiliates agrees to construct or cause the construction of the roads labeled as “Road A,” “Road B” and “Road C” on the Site Plan (the “**Internal Roads**”). Such roads shall be built in accordance with Town standards and shall comply with the Landis Development Ordinance. To the extent required by the Landis Development Ordinance, Developer agrees to coordinate with Town prior to commencing construction of infrastructure and attend a pre-construction meeting with the Town, NCDOT, utility providers, and all affected/interested utilities. Upon construction of the Internal Roads in accordance with the Site Plan and applicable law, Developer and/or its affiliates shall dedicate or cause the dedication of the Internal Roads to the Town pursuant to a recorded plat and the Town shall accept such roads for public maintenance.

7. Law in Effect at Time of the Agreement Governs the Development of the Development. The Development Property may be developed and the Development may be completed in accordance with the terms of this Agreement and the terms of the Zoning and other Town development regulations as they exist on this Agreement’s Effective Date, except that the Development Property and the Development always will be subject to current Town regulations

regulating or limiting impervious surfaces. Pursuant to G.S. 160D-1007, and except as provided in G.S. 160D-108.1, Town may not apply subsequently adopted land development regulations to the Development Property or the Development during the term of this Agreement without the written consent of Developer, except for regulations regulating or limiting impervious surfaces. Additionally, during this Agreement’s term, no development impact fees subsequently adopted by Town shall apply to the Development Property or to the Development without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 160D-108.1 or that may vest pursuant to common law or otherwise in the absence of this Agreement. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Development Property or to the Development.

8. Development Schedule. Developer shall use commercially reasonable efforts to commence the Development and portions thereof within ten (10) years after the Effective Date (the “**Development Schedule**”). In the event development is economically unfeasible according to the Development Schedule, Developer and its affiliates may be granted reasonable extensions consistent with the economic feasibility of the development of the Development Property.

9. Term. The term of this Agreement shall commence on Effective Date, and expire ten (10) years after unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

10. Local Development Permits. In accordance with G.S. 160D-1006(a)(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Development:

Town of Landis and/or NCDOT Entrance/Driveway Permits

Town Zoning Permits (for site work and individually for each dwelling and/or accessory structure)

Utility Extension Permits (water and sewer)

State Sedimentation and Erosion Control Permit(s)

County Building Permits (for each building, dwelling and/or accessory structure)

The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with all Federal, State of North Carolina, Rowan County and Town of Landis laws governing those jurisdictions’ respective permitting requirements, conditions, terms or restrictions.

11. Water and Sewer Lines. Developer and/or its affiliates, at its sole cost and expense and in association with the terms hereof, shall engineer, design, permit, construct (or cause the construction of) and install (or cause the installation of) the Town Improvements. All Town

Improvements shall be maintained, engineered, designed, constructed, and installed in accordance with all applicable federal, state and local laws, regulations and policies and in a good and workmanlike manner. Upon construction thereof in accordance with applicable law, Developer agrees to dedicate the Town Improvements to the Town and the Town agrees to accept all such Town Improvements. All engineering, testing, certifications, and contracted responsibilities required under applicable law as of the Effective Date shall be the burden of Developer to ensure compliance for operation. A portion of the Town Improvements will be constructed across Rowan County Parcel ID Number 133A206, which such property is owned by the Town (the “**Town Property**”). The Town has previously granted a separate easement to Developer across the Town Property with respect to the construction of the Town Improvements.

12. Water and Sewer Fees. To the extent that the Town provides water and sewer service, the Town agrees to waive the payment of applicable water and sewer connection fees and tap fees for the Development. Excluding such fees, to the extent that the Town provides water and sewer service, Developer and all property owners in the Development shall pay the fees to Town for water and sewer service as provided in the then-current Landis Schedule of Rates, Fees and Charges for Water and Sewer Service, which schedule is subject to change by the Town Board of Aldermen.

13. Water and Sewer Capacity Reservation. The parties acknowledge that Town currently provides sufficient water and sewer service for the Property and the Development and that such water and sewer service and capacity are reserved for the Property and the Development. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. Town shall be notified in writing of the assignment of such rights. This provision shall be binding upon any operator of the Town’s water and sewer system or any successor-in-interest thereto.

14. Connection to Town’s Water and Sewer System. Upon the request of Developer, Town agrees to permit the physical connection of the Development to Town’s water and sewer systems (and agrees to cause the City of Kannapolis to permit the physical connection of the Development to the City of Kannapolis’s water system, if applicable) subject to the terms and conditions of this Agreement and applicable federal, state, and local laws.

15. Development Streets. Unless otherwise provided in this Agreement, the streets constructed within the Development shall conform to the Landis Development Ordinance and the Town of Landis Technical Standards & Specifications Manual.

16. Utilities. The Developer may request the extension of power and other electric, telephone, cable utilities and Developer agrees that all such utilities shall be buried on site adjacent to the public street right-of-way.

17. Tax Increment Grant. All terms capitalized but not defined in this Paragraph 17 are set forth on Exhibit C attached hereto and incorporated herein. Developer agrees to complete the Town Improvements in accordance with the terms hereof. Developer may fulfill its obligations either directly or through contracts with a governmental entity and/or private parties (which may include but not be limited to affiliates of Developer). The Town shall reimburse Developer for

the Town Improvements Amount as follows:

- a. At any time following the delivery of the Notice of Final Completion after all Phase I Town Improvements have been completed, the Developer may submit the Installment Commencement Notice to the Town. The calendar year following the year in which the Developer submits the Installment Commencement Notice to the Town shall start the reimbursement payment window. The Town’s obligation to make Installments shall cease upon the date on which the Installments paid to Developer cumulatively equal the Town Improvements Amount.
- b. The Town will pay annual Installments on or before May 15 beginning in the calendar year that immediately follows the delivery by the Developer to the Town of the Installment Commencement Notice.
- c. (1) The annual Installments shall be equal to 90% of the Incremental Real Property Tax Increase Amount. The Town shall provide to Developer on an annual basis a written summary and accounting of the calculations and related information associated with the Installments.

(2) The Town shall not pay interest to Developer on the amount of Developer’s expenditures for the completed construction of the Town Improvements. ~~at a rate determined by the Town’s Cost of Funds as of January 1 immediately preceding the payment of the first Installment from the date that the Developer delivers the Installment Commencement Notice. Such interest shall be compounded annually and shall accrue on the Town Improvements Amount from the date the Developer delivers to the Town the Installment Commencement Notice. Installments by the Town will be applied first to unpaid interest and then to reimbursement payments. If an annual Installment is insufficient to pay the then outstanding interest, the amount of unpaid interest will be added to the outstanding principal balance. In each succeeding year, the amount of the outstanding principal balance upon which the annual amount of interest shall be calculated shall be determined as of January 1 of that calendar year. In connection with the payment of each Installment, Developer will provide to the Town a written statement setting forth the calculations of interest due and payable and the then current principal balance.~~

(3) If during the term of this Agreement, Developer or a subsequent owner appeals a revaluation by the Town tax department that results in an Installment overpayment or underpayment by the Town, the Town shall deduct such overpayment amount from or include such underpayment amount in the next-due Installment. If such revaluation appeal results in an overpayment of the final Installment due under this Agreement, the Developer shall within thirty (30) days of its successful appeal return such overpayment amount to the Town. If such revaluation appeal results in an underpayment of the final Installment due under this Agreement, the Town shall within thirty (30) days pay such underpayment amount to Developer.
- d. Notwithstanding Paragraph 17(c) above, the initial Installment shall be calculated by applying the formula set forth in Paragraph 17(c) to the then-current year and to all

earlier years that are subsequent to the Baseline Tax Year. The total initial Installment shall be the sum of those calculations. Developer shall provide to the Town a summary report summarizing the estimated new taxable value as assessed by the Town of Landis for a property or properties within the Increment District. This information shall be provided to the Town by November 30th of each year beginning 2026.

- e. In the year in which an Installment by the Town to Developer will retire the entire Town Improvements Amount, the Installment shall be only such amount as is necessary to satisfy the outstanding balance.

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

19. Recordation. Within fourteen (14) days after Town enters into this Agreement, Developer shall record this Agreement or a memorandum thereof in the Rowan County Public Registry.

20. Periodic Review. Pursuant to G.S. 160D-1008, the Planning, Zoning and Development Administrator or other Town designee shall conduct a periodic review, (the “**Periodic Review**”) at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. If, as a result of the Periodic Review, Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, Town shall serve notice in writing, within a reasonable time after the Periodic Review (which shall not be less than 60 days), upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach subject to reasonable extensions as the circumstances may apply or dictate. If Developer fails to cure the material breach within the time given, then Town unilaterally may terminate or modify the Agreement; provided, the notice of termination or modification may be appealed to the board of adjustment in the manner provided by G.S. 160D-405.

21. Default. The failure of Developer or Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law; provided, however, that no termination of this Agreement may be declared by Town absent providing to Developer the notice and opportunity to cure set out in G.S. 160D-1008 plus an additional 60-day cure period if permitted by applicable law. The parties to this Agreement recognize that, in addition to other remedies that may be available, Town has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms thereof. Subject to the terms of this Agreement, in the event that an owner, tenant, Developer or any authorized user on the Property violates the rules, policies, regulations or ordinances of Town or violates the terms of this Agreement, Town may, without seeking an injunction and after ten (10) days’ notice to correct the violation, take such actions as shall be deemed appropriate under law until such violations have been corrected by such violating party or Developer. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any other remedies permitted by law. Any legal proceedings shall be instituted only in the Superior Court of the County of

Rowan, State of North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

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

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

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

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

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

25. Assignment. After notice to Town, Developer may assign its rights and responsibilities hereunder (in whole or in part) to subsequent landowners of all or any portion of the Development Property, provided that no assignment as to a portion of the Development Property will relieve Developer of responsibility under this Agreement with respect to the remaining portion of the Development Property without the written consent of Town.

26. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

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

28. Agreement to Cooperate. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

29. Agreements to Run with the Land. This Agreement shall be recorded in the Rowan County Registry. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Development Property. The agreements, covenants and restrictions contained herein on behalf of the Town shall be deemed to be a benefit to Developer and Developer’s successors-in-interest that run with the land and shall be binding upon and an obligation of Town and any successors-in-interest of the Town.

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

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby set their bands and seals, (active the date first above written.

Developer:

JACKSON-SHAW COMPANY, LLC,
a Texas limited liability company

By: _____
Michele Wheeler, President & CEO

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2024, by Michele Wheeler, the President & CEO of **JACKSON-SHAW COMPANY, LLC**, a Texas limited liability company, on behalf of said entity.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, the parties hereby set their bands and seals, (active the date first above written.

Town:

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]

EXHIBIT A – DESCRIPTION OF PROPERTY

BEING ALL OF THOSE CERTAIN TRACTS OR PARCELS OF LAND SHOWN AS “PHASE 1” AND “PHASE 2” ON EXEMPT PLAT OF LANDIS85, PHASE 1 AND PHASE 2 PREPARED FOR JACKSON-SHAW COMPANY, LLC, RECORDED IN PLAT BOOK 9995, PAGE 10823 (**THE “EXEMPT PLAT”**), LOCATED IN THE TOWN OF LANDIS, CHINA GROVE, 13 TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA.

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN JOHN D. ECKARD AND JANET S. ECKARD AND JSC-CCI LANDIS I, LLC RECORDED IN BOOK 1438, PAGE 257 ROWAN COUNTY REGISTRY.

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN CONSTRUCTION, USE AND MAINTENANCE EASEMENT BETWEEN THE TOWN OF LANDIS AND JSC-CCI LANDIS I, LLC RECORDED IN BOOK _____, PAGE _____, ROWAN COUNTY REGISTRY.

EXHIBIT C – TAX INCREMENT GRANT DEFINITIONS

“**Baseline Tax**” refers to the total real and personal ad valorem taxes assessed by the Town against the Increment District for the Baseline Tax Year.

“**Baseline Tax Year**” refers to the Town's 2023 Fiscal Year (i.e., the period from July 1, 2022 to June 30, 2023) in connection with which the valuation of the Increment District for tax purposes was established as of January 1, 2023.

“**Final Completion**” or “**Finally Complete**” each means that Developer has completed, caused to be completed, or obtained a certificate of occupancy for all of the work related to the Phase I Town Improvements, and that the Town has confirmed in writing the Final Completion thereof.

“**Fiscal Year**” means the fiscal year of the Town which extends from July 1 to June 30th of the immediately following calendar year. For example, fiscal year 2023 extends from July 1, 2022 to June 30, 2023.

“**Increment District**” means the Property and may be expanded to include additional property added to the Development Property.

“**Incremental Tax Increase Amount**” means, as to each Fiscal Year after the Baseline Tax Year, the amount by which (i) the total real and personal ad valorem taxes levied by the Town on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including any delinquent taxes collected for a prior fiscal year) exceeds (ii) the Baseline Tax.

“**Installment**” means each annual payment payable pursuant to Paragraph 17 hereof.

“**Installment Commencement Notice**” means written notice given by Developer to the Town after Final Completion for the Town to commence paying to the Developer the Installments.

“**Notice of Final Completion**” means written notice from the Developer to the Town that the Phase I Town Improvements are Finally Complete.

“**Phase I Town Improvements**” means the Town Improvements shown on the Construction Plans submitted to the Town on March 8, 2024 (i.e., the Town Improvements that are located on (i) Rowan County Parcel ID Number 133A206, (ii) Rowan County Parcel ID Number 133A288, and (iii) the “Phase 1” tract of the Exempt Plat).

“**Town Improvements Amount**” the amount to be reimbursed by the Town to Developer for the actual costs incurred by Developer to construct, complete and otherwise effect the Town Improvements to the reasonable satisfaction of the Town, in an amount not to exceed \$1,550,000.00.

STATE OF NORTH CAROLINA)
)
COUNTY OF ROWAN)

**DEVELOPMENT
AND
TIG INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

This Development and TIG Infrastructure Reimbursement Agreement (the “**Agreement**”) is made and entered into this _____ day of April, 2024 (“**Effective Date**”), by and between **JACKSON-SHAW COMPANY, LLC**, a Texas limited liability company (together with its affiliates, successors and assigns, “**Developer**”), and the **TOWN OF LANDIS**, a North Carolina municipal corporation (“**Town**”).

WITNESSETH:

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

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

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

WHEREAS, Section 160D-1001(a)(5) of the North Carolina General Statutes provides

that “Such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas;” and

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

WHEREAS, in view of the foregoing, Section 160D-1001(b) and 160D-1003 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing; and

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

WHEREAS, Developer’s affiliates are the owners or contract purchasers of those certain parcels of land in the Town of Landis, North Carolina described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the “**Property**” and together with other property within the Town of Landis that is incorporated into the Development in accordance with the terms hereof, the “**Development Property**”); and

WHEREAS, Developer, together with its affiliates, desires to redevelop some or all of the Property for industrial use with expansion capabilities consistent with the Landis Development Ordinance(s) (the “**Development**”) in accordance with the terms, conditions and provisions of this Agreement; and

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

WHEREAS, the Town has identified the need for certain municipal water and sewer lines in and around the Property (as reflected in the Construction Plans (herein defined), the “**Town Improvements**”);

WHEREAS, Developer is willing to manage the design and construction of the Town Improvements based upon the Town’s agreement to fund the costs associated therewith as

outlined in this Agreement and would not have agreed to construct the Town Improvements as set forth herein but for such reimbursement and this Agreement; and

WHEREAS, Section §160A-499 of the North Carolina General Statutes authorizes the Town to enter into a contract with a private property owner or developer for the reimbursement of costs associated with the design and construction of municipal infrastructure that is included on the Town’s capital improvement plan and serves the developer or property owner. Reimbursement agreements authorized by Section §160A-499 of the North Carolina General Statutes shall not be subject to Article 8 of Chapter 143 of the General Statutes, except as provided in Section §160A-499(d) of the North Carolina General Statutes. Notwithstanding the foregoing, the developer or property owner is not required to award a contract to the lowest responsible bidder or, for that matter, a bidder; and

WHEREAS, the Town and the Developer have made the determination that the statutory requirements have been met and that it is in the parties’ mutual best interest to have the Town Improvements designed and constructed in coordination with the Development so that the future needs of the Town’s residents are met with as little disruption and inconvenience as possible, and the Developer is in the best position to complete the Town Improvements at this time in exchange for reimbursement by the Town as set out herein; and

WHEREAS, the parties desire to memorialize the terms of their agreement with regard to the design, construction and payment for the Town Improvements so that the work on the Development and the Town Improvements may proceed as planned; and

WHEREAS, the Town Board of Aldermen finds that the Development will benefit the citizens and businesses of the Town of Landis by expanding the Town’s tax base, by diversifying the Town’s economy, by attracting new businesses and industries to the Town, and by creating additional jobs within the Town. The Town finds that it is in the best interests of the citizens and businesses of Landis for the Town to encourage and aid the development of the Development, including by assisting with the Town Improvements.

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

1. Approval of Construction Plans. Developer and/or its affiliates may submit construction plans for the Development to the Town’s Planning Department in accordance with the procedures in the Landis Development Ordinance (including those approved prior to, simultaneously with, or after the Effective Date and any amendments or revisions thereof approved in accordance with applicable law, the “**Construction Plans**”). If and when the Construction Plans are approved by the Town per the procedures in the Landis Development Ordinance, the Development Property may be developed in accordance with the Construction Plans and the terms of this Agreement, including the following:

- The installation and approval of required improvements (subject to the approval of construction drawings as required by the Landis Development Ordinance);

- Site preparation/grading (subject to obtaining a grading permit and/or an erosion control permit as required in the Landis Development Ordinance); and

- The preparation of a final plat, subject to the Landis Development Ordinance including any Performance Guarantee(s) required therein.

2. Permitted Uses/Maximum Density. The Development Property may be used for any uses currently permitted under the Zoning, together with any incidental or accessory uses associated therewith. The density of the Development may exceed the standard limitations of the WS-III and WS-IV Protected Area Overlay established in Landis Development Ordinance Article 19, Section 19.1-6 for the High-density Option set forth in Section 19.1-8 of up to 70% as authorized by the approval of this Agreement.

3. Expansion of Site. Nothing in this Agreement should prevent the Developer and/or its affiliates from pursuing contiguous expansion of the Development upon compliance with the Town of Landis Development Ordinance and the terms of this Agreement. Upon acquisition, such property shall be included within the Development Property.

4. Development of Site. The Development Property may be subdivided into smaller parcels in accordance with the Landis Development Ordinance. However, subdivision of the Development Property is not required and the site may be developed as a single parcel.

5. Transportation Improvements. Developer and/or its affiliates shall install or cause the installation of transportation improvements required for the issuance of the driveway permits for the Development as specified by North Carolina Department of Transportation (the “NCDOT”).

6. Access/Infrastructure Road Improvements. Developer represents that the Property will have sufficient access in accordance with the access plan attached hereto as **Exhibit B** and incorporated herein (the “**Site Plan**”) to adequately provide two-way access into and out of the Development. Developer and/or its affiliates agrees to construct or cause the construction of the roads labeled as “Road A,” “Road B” and “Road C” on the Site Plan (the “**Internal Roads**”). Such roads shall be built in accordance with Town standards and shall comply with the Landis Development Ordinance. To the extent required by the Landis Development Ordinance, Developer agrees to coordinate with Town prior to commencing construction of infrastructure and attend a pre-construction meeting with the Town, NCDOT, utility providers, and all affected/interested utilities. Upon construction of the Internal Roads in accordance with the Site Plan and applicable law, Developer and/or its affiliates shall dedicate or cause the dedication of the Internal Roads to the Town pursuant to a recorded plat and the Town shall accept such roads for public maintenance.

7. Law in Effect at Time of the Agreement Governs the Development of the Development. The Development Property may be developed and the Development may be completed in accordance with the terms of this Agreement and the terms of the Zoning and other Town development regulations as they exist on this Agreement’s Effective Date, except that the Development Property and the Development always will be subject to current Town regulations

regulating or limiting impervious surfaces. Pursuant to G.S. 160D-1007, and except as provided in G.S. 160D-108.1, Town may not apply subsequently adopted land development regulations to the Development Property or the Development during the term of this Agreement without the written consent of Developer, except for regulations regulating or limiting impervious surfaces. Additionally, during this Agreement’s term, no development impact fees subsequently adopted by Town shall apply to the Development Property or to the Development without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by G.S. 160D-108 or 160D-108.1 or that may vest pursuant to common law or otherwise in the absence of this Agreement. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Development Property or to the Development.

8. Development Schedule. Developer shall use commercially reasonable efforts to commence the Development and portions thereof within ten (10) years after the Effective Date (the “**Development Schedule**”). In the event development is economically unfeasible according to the Development Schedule, Developer and its affiliates may be granted reasonable extensions consistent with the economic feasibility of the development of the Development Property.

9. Term. The term of this Agreement shall commence on Effective Date, and expire ten (10) years after unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest.

10. Local Development Permits. In accordance with G.S. 160D-1006(a)(6), the following is a description or list of the local development permits approved or needed to be approved for the development of the Development:

Town of Landis and/or NCDOT Entrance/Driveway Permits

Town Zoning Permits (for site work and individually for each dwelling and/or accessory structure)

Utility Extension Permits (water and sewer)

State Sedimentation and Erosion Control Permit(s)

County Building Permits (for each building, dwelling and/or accessory structure)

The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer of the necessity of complying with all Federal, State of North Carolina, Rowan County and Town of Landis laws governing those jurisdictions’ respective permitting requirements, conditions, terms or restrictions.

11. Water and Sewer Lines. Developer and/or its affiliates, at its sole cost and expense and in association with the terms hereof, shall engineer, design, permit, construct (or cause the construction of) and install (or cause the installation of) the Town Improvements. All Town

Improvements shall be maintained, engineered, designed, constructed, and installed in accordance with all applicable federal, state and local laws, regulations and policies and in a good and workmanlike manner. Upon construction thereof in accordance with applicable law, Developer agrees to dedicate the Town Improvements to the Town and the Town agrees to accept all such Town Improvements. All engineering, testing, certifications, and contracted responsibilities required under applicable law as of the Effective Date shall be the burden of Developer to ensure compliance for operation. A portion of the Town Improvements will be constructed across Rowan County Parcel ID Number 133A206, which such property is owned by the Town (the “**Town Property**”). The Town has previously granted a separate easement to Developer across the Town Property with respect to the construction of the Town Improvements.

12. Water and Sewer Fees. To the extent that the Town provides water and sewer service, the Town agrees to waive the payment of applicable water and sewer connection fees and tap fees for the Development. Excluding such fees, to the extent that the Town provides water and sewer service, Developer and all property owners in the Development shall pay the fees to Town for water and sewer service as provided in the then-current Landis Schedule of Rates, Fees and Charges for Water and Sewer Service, which schedule is subject to change by the Town Board of Aldermen.

13. Water and Sewer Capacity Reservation. The parties acknowledge that Town currently provides sufficient water and sewer service for the Property and the Development and that such water and sewer service and capacity are reserved for the Property and the Development. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. Town shall be notified in writing of the assignment of such rights. This provision shall be binding upon any operator of the Town’s water and sewer system or any successor-in-interest thereto.

14. Connection to Town’s Water and Sewer System. Upon the request of Developer, Town agrees to permit the physical connection of the Development to Town’s water and sewer systems (and agrees to cause the City of Kannapolis to permit the physical connection of the Development to the City of Kannapolis’s water system, if applicable) subject to the terms and conditions of this Agreement and applicable federal, state, and local laws.

15. Development Streets. Unless otherwise provided in this Agreement, the streets constructed within the Development shall conform to the Landis Development Ordinance and the Town of Landis Technical Standards & Specifications Manual.

16. Utilities. The Developer may request the extension of power and other electric, telephone, cable utilities and Developer agrees that all such utilities shall be buried on site adjacent to the public street right-of-way.

17. Tax Increment Grant. All terms capitalized but not defined in this Paragraph 17 are set forth on Exhibit C attached hereto and incorporated herein. Developer agrees to complete the Town Improvements in accordance with the terms hereof. Developer may fulfill its obligations either directly or through contracts with a governmental entity and/or private parties (which may include but not be limited to affiliates of Developer). The Town shall reimburse Developer for

the Town Improvements Amount as follows:

- a. At any time following the delivery of the Notice of Final Completion after all Phase I Town Improvements have been completed, the Developer may submit the Installment Commencement Notice to the Town. The calendar year following the year in which the Developer submits the Installment Commencement Notice to the Town shall start the reimbursement payment window. The Town’s obligation to make Installments shall cease upon the date on which the Installments paid to Developer cumulatively equal the Town Improvements Amount.
- b. The Town will pay annual Installments on or before May 15 beginning in the calendar year that immediately follows the delivery by the Developer to the Town of the Installment Commencement Notice.
- c. (1) The annual Installments shall be equal to 90% of the Incremental Real Property Tax Increase Amount. The Town shall provide to Developer on an annual basis a written summary and accounting of the calculations and related information associated with the Installments.
 (2) The Town shall not pay interest to Developer on the amount of Developer’s expenditures for the completed construction of the Town Improvements.
 (3) If during the term of this Agreement, Developer or a subsequent owner appeals a revaluation by the Town tax department that results in an Installment overpayment or underpayment by the Town, the Town shall deduct such overpayment amount from or include such underpayment amount in the next-due Installment. If such revaluation appeal results in an overpayment of the final Installment due under this Agreement, the Developer shall within thirty (30) days of its successful appeal return such overpayment amount to the Town. If such revaluation appeal results in an underpayment of the final Installment due under this Agreement, the Town shall within thirty (30) days pay such underpayment amount to Developer.
- d. Notwithstanding Paragraph 17(c) above, the initial Installment shall be calculated by applying the formula set forth in Paragraph 17(c) to the then-current year and to all earlier years that are subsequent to the Baseline Tax Year. The total initial Installment shall be the sum of those calculations. Developer shall provide to the Town a summary report summarizing the estimated new taxable value as assessed by the Town of Landis for a property or properties within the Increment District. This information shall be provided to the Town by November 30th of each year beginning 2026.
- e. In the year in which an Installment by the Town to Developer will retire the entire Town Improvements Amount, the Installment shall be only such amount as is necessary to satisfy the outstanding balance.

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

19. Recordation. Within fourteen (14) days after Town enters into this Agreement, Developer shall record this Agreement or a memorandum thereof in the Rowan County Public Registry.

20. Periodic Review. Pursuant to G.S. 160D-1008, the Planning, Zoning and Development Administrator or other Town designee shall conduct a periodic review, (the “**Periodic Review**”) at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. If, as a result of the Periodic Review, Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, Town shall serve notice in writing, within a reasonable time after the Periodic Review (which shall not be less than 60 days), upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach subject to reasonable extensions as the circumstances may apply or dictate. If Developer fails to cure the material breach within the time given, then Town unilaterally may terminate or modify the Agreement; provided, the notice of termination or modification may be appealed to the board of adjustment in the manner provided by G.S. 160D-405.

21. Default. The failure of Developer or Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law; provided, however, that no termination of this Agreement may be declared by Town absent providing to Developer the notice and opportunity to cure set out in G.S. 160D-1008 plus an additional 60-day cure period if permitted by applicable law. The parties to this Agreement recognize that, in addition to other remedies that may be available, Town has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms thereof. Subject to the terms of this Agreement, in the event that an owner, tenant, Developer or any authorized user on the Property violates the rules, policies, regulations or ordinances of Town or violates the terms of this Agreement, Town may, without seeking an injunction and after ten (10) days’ notice to correct the violation, take such actions as shall be deemed appropriate under law until such violations have been corrected by such violating party or Developer. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any other remedies permitted by law. Any legal proceedings shall be instituted only in the Superior Court of the County of Rowan, State of North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

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

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

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

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

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

25. Assignment. After notice to Town, Developer may assign its rights and responsibilities hereunder (in whole or in part) to subsequent landowners of all or any portion of the Development Property, provided that no assignment as to a portion of the Development Property will relieve Developer of responsibility under this Agreement with respect to the remaining portion of the Development Property without the written consent of Town.

26. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

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

28. Agreement to Cooperate. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

29. Agreements to Run with the Land. This Agreement shall be recorded in the Rowan County Registry. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Development Property. The agreements, covenants and restrictions contained herein on behalf of the Town shall be deemed to be a benefit to Developer and Developer’s successors-in-interest that run with the land and shall be binding upon and an

obligation of Town and any successors-in-interest of the Town.

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

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby set their bands and seals, (active the date first above written.

Developer:

JACKSON-SHAW COMPANY, LLC,
a Texas limited liability company

By: _____
Michele Wheeler, President & CEO

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2024, by Michele Wheeler, the President & CEO of **JACKSON-SHAW COMPANY, LLC**, a Texas limited liability company, on behalf of said entity.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, the parties hereby set their bands and seals, (active the date first above written.

Town:

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]

EXHIBIT A – DESCRIPTION OF PROPERTY

BEING ALL OF THOSE CERTAIN TRACTS OR PARCELS OF LAND SHOWN AS “PHASE 1” AND “PHASE 2” ON EXEMPT PLAT OF LANDIS85, PHASE 1 AND PHASE 2 PREPARED FOR JACKSON-SHAW COMPANY, LLC, RECORDED IN PLAT BOOK 9995, PAGE 10823 (**THE “EXEMPT PLAT”**), LOCATED IN THE TOWN OF LANDIS, CHINA GROVE, 13 TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA.

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN CONSTRUCTION AND MAINTENANCE EASEMENT BY AND BETWEEN JOHN D. ECKARD AND JANET S. ECKARD AND JSC-CCI LANDIS I, LLC RECORDED IN BOOK 1438, PAGE 257 ROWAN COUNTY REGISTRY.

TOGETHER WITH RIGHTS GRANTED IN THAT CERTAIN CONSTRUCTION, USE AND MAINTENANCE EASEMENT BETWEEN THE TOWN OF LANDIS AND JSC-CCI LANDIS I, LLC RECORDED IN BOOK _____, PAGE _____, ROWAN COUNTY REGISTRY.

EXHIBIT C – TAX INCREMENT GRANT DEFINITIONS

“**Baseline Tax**” refers to the total real and personal ad valorem taxes assessed by the Town against the Increment District for the Baseline Tax Year.

“**Baseline Tax Year**” refers to the Town's 2023 Fiscal Year (i.e., the period from July 1, 2022 to June 30, 2023) in connection with which the valuation of the Increment District for tax purposes was established as of January 1, 2023.

“**Final Completion**” or “**Finally Complete**” each means that Developer has completed, caused to be completed, or obtained a certificate of occupancy for all of the work related to the Phase I Town Improvements, and that the Town has confirmed in writing the Final Completion thereof.

“**Fiscal Year**” means the fiscal year of the Town which extends from July 1 to June 30th of the immediately following calendar year. For example, fiscal year 2023 extends from July 1, 2022 to June 30, 2023.

“**Increment District**” means the Property and may be expanded to include additional property added to the Development Property.

“**Incremental Tax Increase Amount**” means, as to each Fiscal Year after the Baseline Tax Year, the amount by which (i) the total real and personal ad valorem taxes levied by the Town on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including any delinquent taxes collected for a prior fiscal year) exceeds (ii) the Baseline Tax.

“**Installment**” means each annual payment payable pursuant to Paragraph 17 hereof.

“**Installment Commencement Notice**” means written notice given by Developer to the Town after Final Completion for the Town to commence paying to the Developer the Installments.

“**Notice of Final Completion**” means written notice from the Developer to the Town that the Phase I Town Improvements are Finally Complete.

“**Phase I Town Improvements**” means the Town Improvements shown on the Construction Plans submitted to the Town on March 8, 2024 (i.e., the Town Improvements that are located on (i) Rowan County Parcel ID Number 133A206, (ii) Rowan County Parcel ID Number 133A288, and (iii) the “Phase 1” tract of the Exempt Plat).

“**Town Improvements Amount**” the amount to be reimbursed by the Town to Developer for the actual costs incurred by Developer to construct, complete and otherwise effect the Town Improvements to the reasonable satisfaction of the Town, in an amount not to exceed \$1,550,000.00.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Joe Halyburton, Public Works Director

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Equipment for New Bucket Truck**

DETAILS:

Staff have researched multiple companies in order to find new equipment for the new bucket truck that meets the town’s needs. I have narrowed the search down to two companies, Safety Test and J. Harlen Company. Attached are both quotes for review. It is my recommendation to use Safety Test for the purchase of new equipment due to their cost efficiency and service saving.



<< QUOTE >>

Section 5, Item 5.1

SAFETY TEST & EQUIPMENT CO INC
 107 CHERRYVILLE RD (ZIP 28150)
 PO DRAWER 400
 SHELBY, NC 28151-0400
 UNITED STATES
 (704)-482-7346

PAGE 1/5

QUOTE DATE 2/12/2024
 QUOTE NO 33861

S LANDIS
 O TOWN OF LANDIS
 L PO BOX 8165
 D LANDIS, NC 28088-8165

 T
 O

000001
 S TOWN OF LANDIS
 H 704 WEST BLUME ST
 I LANDIS, NC 28088-1247
 P

 T
 O

TOTAL DUE USD 27,783.67

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
STE	JB	3/13/2024	2/12/2024	00493641	2/12/2024		

TERMS	PURCHASE ORDER	CREW	CONTRACT	DIVISION	GL ACCT	SHIP VIA
n/30						BEST WAY

ITEM ID	CPN	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
VON-20M-LW SERVISAVOR-20KVA-LIGHTWEIGHT MODEL		0	EA	1.0000	0.0000	4,790.500	4,790.50
VON-LP-4J-SP4559 SERVISAVOR LEVER BYPASS MOUNT		0	EA	1.0000	0.0000	133.419	133.42
APX-0190FC BOLT CUTTER-24" FIBERGL. HANDLE-HKP		0	EA	2.0000	0.0000	122.550	245.10
APX-0290FCS CABLE CUTTER-25" FIBERG. HANDLE-HKP		0	EA	2.0000	0.0000	168.580	337.16
KLT-63750 CABLE CUTTER RATCHETING		0	EA	1.0000	0.0000	383.640	383.64
HFG-8208-U SHOTGUN STICK,INTERNAL ROD W/U		0	EA	1.0000	0.0000	360.930	360.93
HFG-HV240 TELE-O-POLE NO-TWIST 39'6"		0	EA	1.0000	0.0000	564.210	564.21
HFG-460-8-U SWITCH STICK, 1-1/4" X 8' W/UNIVER-		0	EA	1.0000	0.0000	137.380	137.38
SAL-1300 BLANKET 40KV ORG,36"X36" SLOTTED		0	EA	3.0000	0.0000	153.750	461.25
ST-TL-BLK-CRT TESTING LAB, BLANKET, CERTIFICATION		2	EA	3.0000	0.0000	4.700	14.10
KLT-66010 SOCKET SET;IMPACT,2-IN-1,6-PIECE		0	EA	1.0000	0.0000	209.320	209.32
MLW-2678-220 CRIMPER KIT,D3 GROOVES, FIXED O DIE		0	EA	2.0000	0.0000	2,083.320	4,166.64



<< QUOTE >>

Section 5, Item5.1

SAFETY TEST & EQUIPMENT CO INC
 107 CHERRYVILLE RD (ZIP 28150)
 PO DRAWER 400
 SHELBY, NC 28151-0400
 UNITED STATES
 (704)-482-7346

PAGE 2/5

QUOTE DATE 2/12/2024
 QUOTE NO 33861

S LANDIS
 O TOWN OF LANDIS
 L PO BOX 8165
 D LANDIS, NC 28088-8165
 T
 O

S 000001
 H TOWN OF LANDIS
 I 704 WEST BLUME ST
 P LANDIS, NC 28088-1247
 T
 O

TOTAL DUE USD 27,783.67

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
STE	JB	3/13/2024	2/12/2024	00493641	2/12/2024		

TERMS	PURCHASE ORDER	CREW	CONTRACT	DIVISION	GL ACCT	SHIP VIA
n/30						BEST WAY

ITEM ID	CPN	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
MLW-49-16-2773 ACSR CUTTER HEAD		0	EA	2.0000	0.0000	399.500	799.00
MLW-49-16-BGD3 M18 6 TON FIXED BG CRIMPING JAW		0	EA	2.0000	0.0000	493.240	986.48
MLW-49-16-2777 JAW;CUTTING,EHS 1/2" GUY WIRE		0	EA	2.0000	0.0000	509.390	1,018.78
STE-VTA-2425-1 AERIAL BASKET TOOL APRON, 1 MAN		0	EA	1.0000	0.0000	116.000	116.00
PTQ-1TB TOOL TRAY FIBERGLASS 19X8X8 W/2.5"		0	EA	1.0000	0.0000	111.710	111.71
STE-CTB-1216PS BUCKET,TOOL 12"X15" CANVAS W/SNAP		0	EA	1.0000	0.0000	42.000	42.00
STE-BC-6 BLANKET CANISTER, W/LID, YELLOW		0	EA	1.0000	0.0000	70.000	70.00
MLW-2865-22 DRILL KIT, 7/16 HEX HI-TORQ IMPACT		0	EA	1.0000	0.0000	593.880	593.88
MLW-2727-21HD CHAINSAW KIT;M18 FUEL		0	EA	1.0000	0.0000	471.330	471.33
JBC-RS70032CT3M64 CONE 28",7 LB.,WIDE BODY W/COLLARS		0	EA	5.0000	0.0000	19.100	95.50
STE-HBA-100 HANDLINE BLOCK ASSEMBLY, 100'		0	EA	1.0000	0.0000	180.000	180.00
KLT-H1802-30SSR BLOCK & TACKLE, W/GUARDED SNAP & -		0	EA	1.0000	0.0000	167.060	167.06



<< QUOTE >>

Section 5, Item5.1

PAGE 3/5

SAFETY TEST & EQUIPMENT CO INC
107 CHERRYVILLE RD (ZIP 28150)
PO DRAWER 400
SHELBY, NC 28151-0400
UNITED STATES
(704)-482-7346

QUOTE DATE 2/12/2024
QUOTE NO 33861

S LANDIS
O TOWN OF LANDIS
L PO BOX 8165
D LANDIS, NC 28088-8165
T
O

S 000001
O TOWN OF LANDIS
L 704 WEST BLUME ST
D LANDIS, NC 28088-1247
T
O

TOTAL DUE USD 27,783.67

Table with 8 columns: SLS1, SLS2, DUE DATE, DISC DUE DATE, ORDER NO, ORDER DATE, SHIP DATE, SHIP NO. Row 1: STE, JB, 3/13/2024, 2/12/2024, 00493641, 2/12/2024

Table with 8 columns: TERMS, PURCHASE ORDER, CREW, CONTRACT, DIVISION, GL ACCT, SHIP VIA. Row 1: n/30, BEST WAY

Main item table with 9 columns: ITEM ID, CPN, TX CL, UNITS, ORDERED, SHIPPED, UNIT PRICE, EXTENSION. Includes items like LNC-2W10 HOIST,STRAP 1/2 TON, KLT-KT4500 GRIP, KLT-1684-5 GRIP, KLEIN, SLI-SAE12540 ANCHOR ROD PULLING EYE, ALR-ALH-010-05 LEVER HOIST 1 TON 2200 LBS 5' CHAIN, ASH-400-07100 SLING;TRANSFORMER,5/8"X48",.RED, LNC-3W08 HOIST,STRAP,3/4 TON, KLT-CL600 METER;CLAMP,AC,TRUE RMS, FLU-TIC300PRO TIC TRACER HIGH VOLTAGE, AMPROBE, KNP-44030 PHASE SEQUENCE INDICATOR, KNOPP K-3, MLW-2553-21 M12 - 1/4" IMPACT DRIVER KIT, MLW-2821-21 SAWZALL KIT, M18 FUEL, 18V



<< QUOTE >>

Section 5, Item5.1

SAFETY TEST & EQUIPMENT CO INC
107 CHERRYVILLE RD (ZIP 28150)
PO DRAWER 400
SHELBY, NC 28151-0400
UNITED STATES
(704)-482-7346

PAGE 4/5

QUOTE DATE 2/12/2024
QUOTE NO 33861

S LANDIS
O TOWN OF LANDIS
L PO BOX 8165
D LANDIS, NC 28088-8165
T
O

00001
S TOWN OF LANDIS
H 704 WEST BLUME ST
I LANDIS, NC 28088-1247
P
T
O

TOTAL DUE USD 27,783.67

Table with 8 columns: SLS1, SLS2, DUE DATE, DISC DUE DATE, ORDER NO, ORDER DATE, SHIP DATE, SHIP NO. Row 1: STE, JB, 3/13/2024, 2/12/2024, 00493641, 2/12/2024

Table with 8 columns: TERMS, PURCHASE ORDER, CREW, CONTRACT, DIVISION, GL ACCT, SHIP VIA. Row 1: n/30, BEST WAY

Main item table with 9 columns: ITEM ID, CPN, TX CL, UNITS, ORDERED, SHIPPED, UNIT PRICE, EXTENSION. Includes items like DRILL, COMPACT BATTERY KIT, BLANKET PIN CLAMP 12" ARM, etc.

We appreciate your business.

Summary table with 6 columns: TAXABLE, NONTAXABLE, FREIGHT, SALES TAX, MISC, TOTAL. Totals: 25,952.87, 14.10, 0.00, 1,816.70, 0.00, 27,783.67

Seller collects the simplified sellers use tax on transaction(s) for Alabama customers and the tax will be remitted on the customer's behalf to the Alabama Department of Revenue. Seller's program account number is SSU-R010159137
NO RETURNS AFTER 30 DAYS - MUST REPORT ANY SHIPPING DISCREPANCIES WITHIN 48 HRS - QUOTES VALID FOR 30 DAYS



<< QUOTE >>

Section 5, Item5.1

SAFETY TEST & EQUIPMENT CO INC
107 CHERRYVILLE RD (ZIP 28150)
PO DRAWER 400
SHELBY, NC 28151-0400
UNITED STATES
(704)-482-7346

PAGE 5/5

QUOTE DATE 2/12/2024
QUOTE NO 33861

S LANDIS
O TOWN OF LANDIS
L PO BOX 8165
D LANDIS, NC 28088-8165

T
O

S 000001
H TOWN OF LANDIS
I 704 WEST BLUME ST
P LANDIS, NC 28088-1247

T
O

TEST RESULTS

TEST DATE:

ITEM ID	DESCRIPTION	UNITS	QUANTITY	VISUAL FAILURE	ELECTRICAL FAILURE	MECHANICAL FAILURE
ST-TL-BLK-CRT	TESTING LAB, BLANKET, CERTIFICATION	EA	0.0000	0	0	0

TOTALS: 0.0000 0 0 0

SafetyTest is an accredited laboratory of the North American Association of Independent Laboratories for Protective Equipment Testing PET.(NAIL for PET).All protective equipment testing is performed in accordance with the most recent version of the American Society for Testing and Materials (ASTM) pertinent standards within F-18 (I.e. including standards, but not limited to; D120, F1236, D1051, F496, D1048, D1049, D1050, F478, F479, F1742, D178, F1116, F711,F712, F855, F2249, F2321, F3121/F3121M). The pertinent ASTM standards are acceptable and in full compliance with the Occupational Safety and Health Administration (OSHA) standards within FED/OSHA 29 CFR-1910.137.

*SafetyTest and Equipment Company (STECO) is not liable for tested protective equipment after it has left our facility.



:CERTIFIED LABORATORY TECHNICIAN

BY: *Chad Hastings*
LABORATORY MANAGER



J Harlen Co., Inc.
 PO Box 98956
 Raleigh, NC 27624-8956
 919-878-5273

Order Number	
1410007	
Order Date	Page
12/01/2023 07:54:19	1 of 5

Quote Expires On: 12/31/2023

Bill To:
 Town of Landis
 PO Box 8165
 Landis, NC 28088-8165
 US

Ship To:
 Town of Landis
 704 W BLUME ST
 LANDIS, NC 28088

704-857-2411
 Attn: Accounts Payable

Customer ID: 27333

PO Number					Ship Route	Taker		
						JERRYBROWN		
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
2.00	0.00	2.00	EA		SLC.RL7NDO	EA	2,448.0000	4,896.00
				1.0	Crimper, 6-Ton, O-Jaw, Compact, Battery	1.0		
					4-Weeks			
2.00	0.00	2.00	EA		EVA.ACSRJAW	EA	648.0000	1,296.00
				1.0	Cutter, Jaw, ACSR, SI/SLC	1.0		
					4-Weeks			
2.00	0.00	2.00	EA		EVS.BGJAW	EA	375.0000	750.00
				1.0	Jaw, Crimping, BG/D	1.0		
					4-Weeks			
2.00	0.00	2.00	EA		EVA.GWJAW	EA	648.0000	1,296.00
				1.0	Jaw, Cutter, Guy Wire	1.0		
					4-Weeks			
1.00	0.00	1.00	EA		51828	EA	81.7500	81.75
				1.0	Apron,Small,9-Pocket	1.0		
					Srock SPS			
1.00	0.00	1.00	EA		1TB	EA	136.0000	136.00
				1.0	Aerial Bucket Multi-Use Tool Tray.Poly	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		25A	EA	27.5000	27.50
				1.0	Bag,Bolt,Canvas	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		2835	EA	78.2500	78.25
				1.0	Canister.Rubber Blanket.Poly.10"	1.0		
					Stock SPS			

J Harlen Co., Inc.
 PO Box 98956
 Raleigh, NC 27624-8956
 919-878-5273

Order Number	
1410007	
Order Date	Page
12/01/2023 07:54:19	2 of 5

Quote Expires On: 12/31/2023

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.00	0.00	1.00	EA		2865.22	EA	599.0000	599.00
				1.0	Impact Wrench,HTIW,7/16".Kit	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		2727.21HD	EA	459.4066	459.41
				1.0	ChainSaw.16".M18.Kit	1.0		
					Stock SPS			
5.00	0.00	5.00	EA		TC2.28POH64	EA	25.5000	127.50
				1.0	Traffic Cone.28".Black Base.10 lb	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		2407.80	EA	313.0000	313.00
				1.0	Handline System.80' w/Block and Snap	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		ZAB8725	EA	65.0000	65.00
				1.0	Block.Nylon.Snap.Side Opening.3"	1.0		
					Stock SPS			
6.00	0.00	6.00	EA		300A	EA	399.0000	2,394.00
				1.0	Hoist.Strap.Little Mule. 3000#	1.0		
					6-8 Weeks			
8.00	0.00	8.00	EA		LMG4500	EA	141.5000	1,132.00
				1.0	Grip.Pulling.Little Mule,.18"-.60"	1.0		
1.00	0.00	1.00	EA		PE1	EA	40.5000	40.50
				1.0	PULLING EYE.ANCHOR ROD	1.0		
4.00	0.00	4.00	EA		KT45005C	EA	190.0000	760.00
				1.0	Grip.Pulling,EHS Guy Strand,.18" to .6"	1.0		
1.00	0.00	1.00	EA		LSB2000C-10	EA	584.5000	584.50
				1.0	Hoist.Chain.1-Ton.10' Lift	1.0		
					Stock SPS			
2.00	0.00	2.00	EA		2BU.550.16.3.2037A	EA	215.2500	430.50
				1.0	Transformer Sling,Padmount.3-leg	1.0		
					Stock SPS			
2.00	0.00	2.00	EA		CL600	EA	68.5000	137.00
				1.0	Meter.Clamp-On.600A.AC Auto-Ranging	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		TIC300PRO	EA	386.5000	386.50
				1.0	Voltage Tester.Non-Contact.Tic Tracer	1.0		

J Harlen Co., Inc.
 PO Box 98956
 Raleigh, NC 27624-8956
 919-878-5273

Order Number	
1410007	
Order Date	Page
12/01/2023 07:54:19	3 of 5

Quote Expires On: 12/31/2023

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
Stock SPS								
1.00	0.00	1.00	EA		VIAV300	EA	672.0000	672.00
				1.0	Detector.Voltage 300KV	1.0		
					6-8 Weeks			
1.00	0.00	1.00	EA		4403050	EA	504.5000	504.50
				1.0	Meter.Phase Rotation with Case	1.0		
					4-6 Weeks			
1.00	0.00	1.00	EA		USLR.XLT.1.S	EA	1,833.0000	1,833.00
				1.0	Load Ranger.27 kV.With Counter.Soft Case	1.0		
					3-4 Weeks			
2.00	0.00	2.00	EA		0090FC	EA	152.5000	305.00
				1.0	Cutter.Bolt,Fiberglass Handles.18"	1.0		
Stock SPS								
2.00	0.00	2.00	EA		10.072	EA	250.7000	501.40
				1.0	Cutter.Cable.Fiber Handles.1000MCM	1.0		
Stock SPS								
1.00	0.00	1.00	EA		22RCC10	EA	113.0000	113.00
				1.0	Cutter.Cable.Hand Ratchet,400 mcm	1.0		
Stock SPS								
1.00	0.00	1.00	EA		HV240	EA	617.0000	617.00
				1.0	STICK.TELESCOPIC.40'	1.0		
Stock SPS								
1.00	0.00	1.00	EA		8206U	EA	340.5000	340.50
				1.0	Stick.Shotgun.6'6",Internal Rod.Univ End	1.0		
Stock SPS								
1.00	0.00	1.00	EA		HV208	EA	210.0000	210.00
				1.0	Stick.Telescopic.8'	1.0		
Stock SPS								
6.00	0.00	6.00	EA		OR150.6C	EA	254.2500	1,525.50
				1.0	Line Hose.1.5"x6'.Orange	1.0		
Stock SPS								
3.00	0.00	3.00	EA		1300	EA	181.2500	543.75
				1.0	Blanket.Slotted 36" x 36". Orange. Cl.4	1.0		
Stock SPS								
1.00	0.00	1.00	EA		65510	EA	61.0000	61.00
				1.0	Socket- Set. 12-Pc. 1/2" Drive	1.0		

J Harlen Co., Inc.
 PO Box 98956
 Raleigh, NC 27624-8956
 919-878-5273

Order Number	
1410007	
Order Date	Page
12/01/2023 07:54:19	4 of 5

Quote Expires On: 12/31/2023

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
Stock SPS								
1.00	0.00	1.00	EA		3650.22CT	EA	250.0000	250.00
				1.0	Driver.Impact.M18.Compact.Kit	1.0		
1.00	0.00	1.00	EA		2821.22	EA	449.0000	449.00
				1.0	Sawzall.M18 Fuel.2 XC5.0 Battery Kit	1.0		
					4-6 Weeks			
1.00	0.00	1.00	EA		3601.22CT	EA	250.0000	250.00
				1.0	Drill.Compact.M18.Kit	1.0		
					4-6 Weeks			
1.00	0.00	1.00	EA		CPK4	EA	972.0000	972.00
				1.0	Cable Prep Kit	1.0		
3.00	0.00	3.00	EA		USCP.001	EA	60.0000	180.00
				1.0	Clamp.Klondike.6"-11"Pole Dia.16" Long	1.0		
					Stock			
1.00	0.00	1.00	EA		U68L7NQ3	EA	450.0000	450.00
				1.0	Harness.H-Style.Web Loop.TrueFit.Black	1.0		
					Stock SPS			
1.00	0.00	1.00	EA		2402.JAMESON	EA	247.7500	247.75
				1.0	Holder.Circular Saw.Pruning	1.0		
					2-3 Weeks			
2.00	0.00	2.00	EA		10.019	EA	228.0000	456.00
				1.0	Pruner.Fiberglass.Universal Adapter	1.0		
					Stock SPS			
2.00	0.00	2.00	EA		A11000	EA	54.9000	109.80
				1.0	Saw.Pruning.Universal.16"	1.0		
2.00	0.00	2.00	EA		A30007	EA	34.9000	69.80
				1.0	Scabbard.Puning Saw.Leather.16"	1.0		
2.00	0.00	2.00	EA		A10016	EA	23.9000	47.80
				1.0	Handle.Pruning Saw.Universal	1.0		
1.00	0.00	1.00	EA		2131.20	EA	229.0000	229.00
				1.0	Light.M18.Rocket Dual Power Tower	1.0		
					4-6 Weeks			
1.00	0.00	1.00	EA		48.11.1865	EA	0.0000	0.00
				1.0	Battery.M18.Redlithium.HO XC6.0	1.0		

J Harlen Co., Inc.

PO Box 98956
 Raleigh, NC 27624-8956
 919-878-5273

Order Number	
1410007	
Order Date	Page
12/01/2023 07:54:19	5 of 5

Quote Expires On: 12/31/2023

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>				
					<i>Item Description</i>	<i>Unit Size</i>		

Total Lines: 46

SUB-TOTAL: 26,928.21
TAX: 1,885.04
AMOUNT DUE: 28,813.25
 U.S. Dollars



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Granting Town Manager Authorization to Surplus Items and Set Reserves with a Value Under \$5000**

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8th, 2024

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Receiving the Cannon Foundation Grant Funds for the Use of Purchasing a New Fire Safety House Inflatable**

DETAILS:

The Fire Department applied for a grant for a Fire Safety House Inflatable from the Cannon Foundation. The Fire Safety House is an inflatable house 27 feet wide and 19 feet deep. This is interactive as the children walk through to learn fire safety. The house is inflatable with one blower, so it can be folded and placed into our community trailer when not in use. The Cannon Foundation approved this request at the amount of \$6,195. This is a 100% grant with no contribution from the town. Budget Amendment #14 has been created to increase our budget to receive these funds.

INFLATABLE IMAGES® FIRE SAFETY INFLATABLES

New Style Fire Safety House (12'H x 27'W x 19'D)

LIGHTWEIGHT \$6,195.00

8 oz. Vinyl \$8,995.00



Fire Safety Bounce House with Slide (18'H x 27'W x 25'D)

..... \$20,280.00



Community Safety Education House (12'H x 27'W x 19'D)

LIGHTWEIGHT \$6,195.00

8 oz. Vinyl \$8,995.00



Fire Safety Obstacle Course Large (13.75'H x 14.25'W x 72.5'D)

..... \$33,649.00



Fire Safety Obstacle Course Small with Slide (13.8'H x 14.25'W x 36'D)

..... \$19,280.00



Fire Safety Obstacle Course Small with Tunnel (10'H x 14.25'W x 27.5'D)

..... \$16,809.00



Fire Engine Slide (18'H x 14'W x 26'D)

..... \$18,783.00



.....
Dalmatian Costume

7'H x 4.2'W x 2'D

..... \$2,923.00



.....
Fire Boot

6'H \$1,895.00

8'H \$2,055.00



Town of Landis, NC
Budget Amendment
Monday, April 8, 2024
Amendment #14 for 2023-2024

Account Number		Current Amount	Increase	Decrease	Adjusted Budget
10-0000-4097	Grant Received	-	6,195.00	-	6,195.00
10-5200-5500	Grant Expense	-	6,195.00	-	6,195.00
			12,390.00	-	12,390.00

To receive the grant from the Cannon Foundation for the Fire Department to purchase a fire safety house.

Prepared by: _____

Date: _____

Reviewed by: _____

Date: _____

Approved by Board:

Date: _____



ORDINANCE #GP-2024-04-08

GRANT PROJECT ORDINANCE: CANNON FOUNDATION FUNDS

WHEREAS, the Town of Landis received funds from the Cannon Foundation Grant in the amount of \$6,195 for the purchase of an inflatable fire safety house, and

WHEREAS, the Town of Landis desires to establish a grant project ordinance to track the revenues and expenditures for the project;

BE IT ORDAINED by the Board of Aldermen of the Town of Landis, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby established and adopted:

Section 1: The project authorized is to purchase an inflatable fire safety house to be funded by the Cannon Foundation Grant.

Section 2: The officers of this unit of government are hereby directed to proceed with the grant project within the terms of the grant documents and the budget contained herein.

Section 3: The following amount is appropriated for the Project:

Purchase Fire Safety House	\$ <u>6,195</u>
Total Appropriations	\$ 6,195

Section 4: The following revenues are anticipated to be available to complete this Project:

Grant from Cannon Foundation Funds	\$ <u>6,195</u>
Total Revenues	\$ 6,195

Section 5: The Finance Director is hereby directed to maintain within the General Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and all state and federal regulations.

Section 6: The Finance Director is directed to report on the financial status of each project element in Section 3 of this ordinance on a quarterly basis until the grant revenue has been appropriated completely.

Section 7: The Town Manager is directed to include a detailed analysis of past and future costs and revenues for this grant project in every budget submission made to this Board until this project is complete.

Section 8: A copy of this Grant Project Ordinance shall be entered into the Governing Board’s meeting minutes, and within five days after adoption, copies shall be filed with the Finance Director, Town Manager, and in the Office of the Town Clerk for direction in carrying out this project.

BE IT FURTHER ORDAINED by the Board of Alderman of the Town of Landis that this ordinance shall become in full force and effective upon adoption.

ADOPTED this 8th day of April 2024.

Meredith B. Smith, Mayor

Rick Locklear, Town Attorney

ATTEST:

{SEAL}

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 8th, 2024

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Purchase of New Fire Apparatus**

DETAILS:

The Town requested bids for a new Fire Engine for the Fire Department. The Town received five active bids, and one no bid. The bids were Atlantic Coast Fire Truck Model 2108 \$702,860; Atlantic Coast Fire Truck Model 2106 \$732,448; Safe Industries KME GSO 11646 \$724,330; Safe Industries KME GSO 11817 \$750,000; and Safe Industries KME Ferrara \$865,000.

I make the recommendation to purchase a new KME Side Mount Pumper Fire Engine with a Spartan FC-94 Chassis, in the amount of \$724,330. This Engine has a Cummings X12 Engine with 500 horsepower. Additionally, it comes with a 1000-gallon water tank, 2000 gallon per minute pump, and 20-gallon foam cell. This does have a low hose bed body which will make it easier for firemen to pull the hose off the truck.

Staff has also researched financing options which are as follows: Community Leasing Partners for 5 years at 5.64%, annual payment of \$77,508; and Rev Financial Services for 5 years at 5.97%, annual payment of \$86,741, Freedom Financial for 5 years at 5.99%, annual payment of \$87, 732.

I make the recommendation to use Community Leasing Partners at 5.64% interest rate for 5 years. Additionally, I make the recommendation for the town to place \$400,000 dollars of ARPA money down and finance the rest for a period of 5 years. This will have the least impact on yearly budgets and keep financing costs down for the taxpayers. The payment will be in one installment annually until its completion, which will begin August 2025.



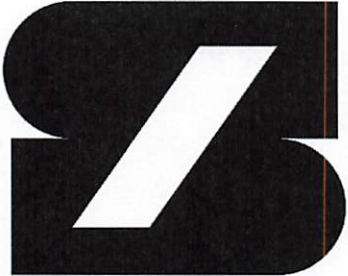
Town of Landis



RFP: Fire Department Pumper Truck

**Attn: Jeneen McMillen, Finance Director
312 S Main Street
Landis, NC 28088**

**March 26, 2024
2:00 PM**



**SAFE
INDUSTRIES**

PO00025823 - DESIGN CLAUSE

These specifications outline the components, installation methods, and operational characteristics KME is agreeing to provide in order to meet the purchaser's requirements. Subject to the terms of the purchase agreement, other construction details not explicitly listed in these specifications will be determined at the discretion of the builder. In the event the purchaser desires a different construction or installation not already described in these specifications, additional charges may apply, and quoted lead time commitments will be adjusted.

PO00024988 - VEHICLE TRANSPORTATION - DEALER PROVIDED

Transportation for the completed vehicle from KME Fire Apparatus' facility to the end user shall be provided by the sales representative.

PO00010973 - FAIR ETHICAL & LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (OEM) nor parent company of the OEM shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

There will be no exceptions.

PO00010976 - MATERIAL & WORKMANSHIP

All equipment furnished shall be guaranteed to be new and of current manufacture, to meet all requirements of these specifications.

All workmanship shall be of high quality and accomplished in a professional manner so as to insure a functional apparatus with a pleasing, aesthetic appearance.

PO00010978 - CONTRACT ADMINISTRATOR

The successful bidder shall designate a contract administrator to provide a single point interface between the purchaser and the contractor on all matters concerning the contract.

PO00010979 - APPROVAL DRAWING

A detailed drawing of the apparatus shall be provided to the purchaser for approval before construction begins. A copy of this drawing shall also be provided to the manufacturer's representative. Upon purchaser's approval, the finalized drawing shall become a part of the total contract.

The drawing shall show, but is not limited to, such items as the chassis make and model, major components, location of lights, sirens, all compartment locations and dimensions, special suctions, discharges, etc. The drawing shall be a visual interpretation of the apparatus as it is to be supplied.

PO00010981 - DELIVERY

Delivery of the apparatus to the customer shall remain the bidder's responsibility.

On initial delivery of the fire apparatus, a qualified and responsible representative of the contractor shall demonstrate the apparatus and provide initial instruction to representatives of the customer regarding the operation, care, and maintenance of the apparatus and equipment supplied.

PO00010982 - VEHICLE FLUID PLATE

As required by NFPA-1901, the contractor shall affix a permanent plate in the driver's compartment specifying the quantity and type of the following fluids used in the vehicle:

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid
- Drive axle(s) lubrication fluid
- Air-conditioning refrigerant
- Air-conditioning lubrication oil
- Power steering fluid
- Cab tilt mechanism
- Transfer case fluid
- Equipment rack fluid
- Air compressor system lubricant
- Generator system lubricant
- Aerial systems

PO00010988 - EXACT BLUEPRINT WITH BID

A scale drawing of the specific apparatus being proposed shall be submitted WITH THE BID.

Drawings of similar units or demo units shall not be permitted.

Bidders should be clear that this provision is requiring a SCALE drawing of the truck which is actually being bid.

The drawing shall be done at the manufacturer's facility by the manufacturer's engineering department in order to guarantee the accuracy of the drawing.

Failure to comply with this requirement shall be grounds for rejection of the bid!

PO00010989 - BODY CONSTRUCTION LIMITATIONS

Apparatus bodies which are either bolted together or make excessive use of adhesives shall not be considered.

Similarly, body construction techniques which rely upon space consuming extrusions for structural support shall not be permitted.

PO00010990 - FAMA MEMBERSHIP

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA).

PO00010992 - MANUFACTURED IN UNITED STATES

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service.

PO00010997 - AMP DRAW REPORT

The bidder shall provide with their bid proposal and at the time of delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

A written load analysis, which shall include the following:

- The rating of the alternator.
- The minimum continuous load of each component that is specified per: Applicable NFPA-1901.
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items shall be provided by the bidder per the applicable NFPA-1901.

PO00011001 - COOPERATIVE PURCHASING

The Manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on.

The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder.

Such tag-ons shall be done so that the original purchasing agency has no responsibility for performance by either the manufacturer or the agency using the contract.

PO00011002 - PRODUCTION LEVEL ELECTRICAL DRAWINGS

KME shall provide production level harness drawings for the specific unit to be built.

PO00011181 - COMPLETION INFORMATION

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents.

- Owners name and address Apparatus manufacturer, model and serial number
- Chassis make, model and serial number
- Front tire size and total rated capacity in pounds
- Rear tire size and total rated capacity in pounds
- Chassis weight distribution in pounds with water and manufacturer mounted equipment, front and rear
- Engine make, model, serial number, rated horsepower, rated speed and governed speed
- Type of fuels and fuel tank capacity
- Electrical system voltage and alternator output in amps.
- Battery make, model and total capacity in cold crank amps (CCA)
- Transmission make, model, and serial number. If so equipped chassis transmission PTO(s) make, model and gear ratio
- Pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Pump transmission make, model, serial number and gear ratio
- Auxiliary pump make, model, rated capacity in gallons per minute (liters per minute where applicable) and serial number
- Water tank certified capacity in gallons or liters
- Paint manufacturer and paint number(s)
- Company name and signature of responsible company representative
- Certification of slip resistance of all stepping, standing and walking surfaces.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturer's certification of suction capability.

If the apparatus has a fire pump or an industrial supply pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.

If the apparatus has a fire pump or an industrial supply pump, the engine manufacturers certified brake horsepower curve for the engine furnished, showing the maximum governed speed.

If the apparatus has a fire pump or an industrial supply pump, the pump manufacturers certification of hydrostatic test.

If the apparatus has a fire pump or an industrial supply pump, the third party certification of inspection and test for the fire pump (if applicable).

If the apparatus has an aerial device the third party certification of inspection and test for the aerial device.

If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA 1911, Standards for Testing Fire Department Aerial Devices.

If the apparatus has a fixed line voltage power source, the certification of the test for the fixed power source (if applicable).

If the apparatus is equipped with an air system, test results of the air quality, the SCBA fill station, and the air system installation.

Weight documents from certified scale - showing actual loading on the front axle, rear axle(s) and overall vehicle (with the water tank full but without personnel, equipment and hose) shall be supplied with the complete vehicle to determine compliance with NFPA-1901.

Written load analysis and results of electrical performance tests.

PO00011181 - COMPLETION INFORMATION, CONT'D.

If the apparatus is equipped with a water tank, the certification of water tank capacity by the tank manufacturer.

PO00011182 - FMVSS REQUIREMENT

The chassis shall be certified by the apparatus manufacturer as conforming to all applicable Federal Motor Vehicle Safety Standards in effect at the date of contract.

This shall be attested to by the attachment of a FMVSS certification label on the vehicle by the contractor who shall be recognized as the responsible final manufacturer.

PO00011183 - RECORDS

The successful bidder shall be responsible for preparing and maintaining a record file of parts and assemblies used to manufacture the apparatus.

These records shall be maintained in the factory of the bidder for a minimum of twenty (20) years.

File shall contain copies of any and all reported deficiencies, all replacement parts required to maintain the apparatus, and original purchase documents including specifications, contract, invoices, incomplete chassis certificates, quality control reports and final delivery acceptance documents.

The {Company} shall have access to any and all documents contained in this file upon official written request.

PO00011186 - GENERAL CONSTRUCTION

The complete apparatus, assemblies, subassemblies, component parts, etc., shall be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the apparatus is to be subject.

All parts of the apparatus shall be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in fire fighting service.

All parts of the apparatus shall be strong enough to withstand general service under full load.

The apparatus shall be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair.

Bidder's specifications must meet minimum requirements of N.F.P.A. Pamphlet #1901 and all State and Federal Department of Transportation vehicle regulations at time of sale of unit.

The apparatus shall be designed and constructed, and the equipment so mounted, with due consideration to distribution of the load between front and rear axles that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters shall be carried without overloading or injuring the apparatus.

PO00011188 - PRODUCT LIABILITY

Each bidder shall supply proof of product liability and facility insurance equal to or exceeding \$30,000,000.00.

This shall be provided as part of the proposal. There will be no exceptions.

PO00011192 - PAINT CERTIFICATION

The finish paint shall be certified by the apparatus manufacturer as conforming to all applicable Commercial Vehicle Paint Standards in effect at the date of contract.

This shall be attested to by the attachment of a Sikkens certification.

PO00023879 - PRICES & PAYMENTS

The bid price will be F.O.B. Destination, on a delivered and accepted basis at the Fire Department.

Total price on KME's proposal sheet will include all items listed in these specifications.

KME has computed pricing less federal and state taxes. It is understood that any applicable taxes will be added to the proposed prices, unless the purchaser furnishes appropriate tax-exempt forms.

PO00025825 - INSTRUCTION MANUALS - TWO (2) SETS - USB

In accordance with standard commercial practices, applicable to each vehicle (including body and special equipment) furnished under the contract, the following listed manuals and schematics, in the quantity specified, shall be provided at time of delivery of each vehicle.

The contractor shall supply at time of delivery, two (2) USB copies of a complete operation and service manual covering the complete apparatus as delivered and accepted.

The manual shall contain the following:

- Descriptions, specifications, and ratings of chassis, pump (if applicable), and aerial device
- Wiring diagrams
- Lubrication charts
- Operating instructions for the chassis, any major components such as a pump and any auxiliary systems
- Instructions regarding the frequency and procedures recommended for maintenance
- Parts replacement information

PO00010995 - NFPA CERTIFICATION

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services.

The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

This proposal details the general design criteria of cab and chassis components, aerial device (if applicable), fire pump and related components (if applicable), water tank (if applicable), fire body, electrical components, painting, and equipment.

All items of these proposal specifications will conform to the fullest extent possible with the National Fire Protection Association Pamphlet No. 1901, latest edition, except as noted in the Statement-of-Exceptions.

KME will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified.

PO00011070 - GENERAL INFORMATION - NFPA 1901

The proposed apparatus will be constructed to withstand the severe and continuous use encountered during emergency fire fighting services. The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained.

This proposal details the general design criteria of cab and chassis components, aerial device (if applicable), fire pump and related components (if applicable), water tank (if applicable), fire body, electrical components, painting, and equipment.

All items of these proposal specifications will conform to the fullest extent possible with the National Fire Protection Association Pamphlet No. 1901, latest edition, except as noted in the Statement-of-Exceptions.

KME will furnish satisfactory evidence of our ability to construct, supply service parts and technical assistance for the apparatus specified.

PO00026614 - NFPA TREAD PLATE STEPPING/STANDING/WALKING SURFACE CERTIFICATION

All stepping, standing, and walking surfaces on the body shall meet NFPA #1901 anti-slip standards.

Aluminum tread plate utilized for stepping, standing, and walking surfaces shall be NFPA embossed compliant.

Upon request by the purchaser, the manufacturer shall supply proof of compliance with this requirement.

PO00026616 - VERTICAL TREAD PLATE - NON-EMBOSSSED

The following vertical surfaces on the vehicle (if applicable) shall have non-embossed tread plate:

To include but not limited to:

- Rear of cab overlay
- Rear body overlay
- Front of body overlay
- Front pump house panel
- Custom cab step well
- Fender overlay
- Fender compartment doors
- Interior cab trim
- Upper body walkway walls
- Rescue body interior (walk-In/walk through)

PO00009789 - "PUMPER FIRE APPARATUS" NFPA 2016 CHAPTERS OF COMPLIANCE

The unit shall be designed to conform fully to the "Pumper Fire Apparatus" requirements as stated in the NFPA 1901 Standard (2016 Revision), which shall include the following required chapters as stated in this revision:

- Chapter 1 Administration
- Chapter 2 Referenced Publications
- Chapter 3 Definitions
- Chapter 4 General Requirements
- Chapter 5 Pumper Fire Apparatus
- Chapter 12 Chassis and Vehicle Components
- Chapter 13 Low Voltage Electrical Systems and Warning Devices
- Chapter 14 Driving and Crew Areas
- Chapter 15 Body, Compartments and Equipment Mounting
- Chapter 16 Fire Pumps and Associated Equipment
- Chapter 18 Water Tanks

PO00010889 - SAFETY SIGNS (NFPA REQUIRED)

Safety sign(s) shall be located on the vehicle at the rear step, and at any cross walkway(s), to warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

PO00025814 - THIRD PARTY TESTING

If required by the specific chapters of NFPA-1901, the proposed unit shall be tested and certified by independent third party inspectors.

All test work for fire pumps outlined in NFPA 1901, Edition shall be conducted.

The third party inspectors shall provide the manufacturer a complete written examination and test report for each inspection performed at the manufacturer's facility.

This report specifies the points of inspection and results of such examinations and tests.

The inspectors performing the test work on the units are certified to Level II in the required NDT methods, under the requirements outlined in ASNT document CP-189.

The actual person(s) performing the inspection shall present for review proof of Level II Certification in the required NDT methods.

The apparatus manufacturer shall designate, in writing, who is qualified to witness and certify these test results.

Prior to submittal to the automotive fire apparatus manufacturer, the final Report shall be reviewed by the Supervisor of Fire Equipment Services and a Registered Professional Engineer, both of whom are directly involved with the aerial device certification program.

When the unit successfully meets all the requirements outlined in NFPA 1901, current edition, the third party inspector shall issue a Certificate of Automotive Fire Apparatus Examination and Test stating the unit's compliance with NFPA- 1901.

PO00023664 - KME WARRANTY, STARTING ON IN-SERVICE DATE

Warranty coverage by KME will begin when the customer places the unit in service. This date may not exceed 60 days from the date of delivery to the customer.

The Customer must email kmeservice@kmeffire.com within 60 days of delivery, or the warranty start date will default to the original delivery date.

PO00026895 - GENERAL ONE (1) YEAR OR 24,000 MILES LIMITED WARRANTY

Purchaser shall receive a General One (1) Year or 24,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0001. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PO00026922 - REGULATED EMISSIONS SYSTEMS FIVE (5) YEARS OR CARB MILEAGE LIMITED WARRANTY

Purchaser shall receive a Regulated Emissions Systems Five (5) Years or CARB Mileage limited warranty in accordance with, and subject to, warranty certificate RFW0140. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PO00026923 - ELECTRICAL ONE (1) YEAR OR 18,000 MILES LIMITED WARRANTY

Purchaser shall receive a Electrical One (1) Year or 18,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0201. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PO00026956 - BODY STRUCTURE (ALUMINUM) TEN (10) YEARS OR 100,000 MILES LIMITED WARRANTY

Purchaser shall receive a Body Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0502. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PO00026977 - PAINT AND FINISH (EXTERIOR CLEAR COATED) TEN (10) YEARS LIMITED WARRANTY

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PO00026981 - PLUMBING AND PIPING (STAINLESS STEEL) TEN (10) YEARS OR 100,000 MILES LIMITED WARRANTY

Purchaser shall receive a Plumbing and Piping (Stainless Steel) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0800. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PO00022701 - PAINT FINISH WARRANTY, TEN (10) YEAR

The proposed paint finish will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

PO00022702 - 5 YEAR LETTERING WARRANTY

The apparatus manufacturer will provide a five (5) year warranty against defects in material and workmanship for all graphics processes. Any valid claims must be made in writing within 15 days of the determination of any defects to the manufacturer's fire apparatus. The manufacturer will at its option make any necessary repairs either at a local authorized service center or at the factory if required. The manufacturer will make the final decision as to where the repairs are to be made and any transportation cost is the owner's responsibility. The manufacturer will at its option, repair or replace any verified defects in workmanship or materials at no cost to the owner provided all the requirements of this warranty have been met.

The manufacturer will not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, downtime, loss of use or inconvenience. THE COMPANY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND SPECIFICALLY, DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY.

The manufacturer continually strives to improve its products and therefore, reserves the right to make improvements or changes without incurring any obligations to make such changes or additions to equipment previously sold.

PO00022703 - 1 YEAR BRIGHTWORK WARRANTY

KME Fire Apparatus (KME) warrants all bright finish components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one (1) year from the date of delivery/acceptance to the original user-purchaser, whichever occurs first.

The expressed warranty excludes corrosion or degradation of bright finished components caused by damage to the component.

PO00022981 - 10 YEAR STAINLESS STEEL PIPING WARRANTY

The proposed stainless steel plumbing will be warranted for a period of ten (10) years from the date of acceptance of the unit. Details of warranty coverage, limitations and exclusions are included in the specific warranty document.

PO00022973 - LIFETIME POLY TANK WARRANTY - ALL TANKS

The proposed water tank will be warranted by the water tank manufacturer for the "Lifetime" of the unit. A copy of the manufacturer's warranty will be supplied to define additional details of the warranty provisions.

PO00026084 - WATEROUS 7 YEAR PUMP WARRANTY PARTS ONLY

Waterous warrants, to the original Buyer only, that products manufactured by Waterous shall be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service or seven and one-half (7 1/2) years from the date of shipment by Waterous, whichever period shall be the first to expire; provided the buyer notifies Waterous, in writing, of the defect in said product within the warranty period, and said product is found by Waterous to be nonconforming with the aforesaid warranty.

PO00022989 - CLASS 1 - PRODUCT WARRANTY

Class 1 warrants that any equipment of our own manufacture (or manufactured for us pursuant to our specifications) found to have defects in material or workmanship during normal use and service, will be repaired or replaced (at our opinion) free of charge, provided that written notice of such defect is received by us within two (2) years, (three 3 years on liquid filled gauges) after initial shipment.

PO00022761 - AKRON HEAVY DUTY VALVE - 10 YEAR WARRANTY

Akron Brass warrants Heavy Duty Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass shall repair or replace any Heavy Duty Swing Out Valve which fails to satisfy this warranty.

PO00022983 - CLASS 1 - ELECTRICAL PRODUCT WARRANTY - 2 YEAR

Class 1 warrants that any equipment of our own manufacture (or manufactured for us pursuant to our specifications) found to have defects in material or workmanship during normal use and service, will be repaired or replaced (at our option) free of charge, provided that written notice of such defect is received by us within two years (three for liquid-filled gauges) after initial shipment.

All equipment requiring repair or replacement under this warranty will be returned prepaid to Class 1. Such returned equipment will be examined by us and, if found to be defective as a result of materials failure or workmanship, will be repaired or replaced at no charge.

PO00010937 - CORROSION TREATMENT

Upon apparatus completion, underside of the apparatus, from the pump enclosure-back, shall have anti corrosion film applied to help inhibit rust and the corrosion process. The semi-firm wax film shall be applied by air spray method. The film shall be applied as a minimum to the following areas: body substructure, underside of all body compartments, running board supports and rear step supports. No film shall be applied directly to the exhaust system or wheel wells.

NOTE: The film shall remain semi-firm to promote self-sealing. The film may leave a light tinted color to those areas treated.

PO00024906 - ADDITIONAL ITEMS SHIPPED WITH VEHICLE

- 1 - Bag of assorted stainless-steel nuts and bolts



Fire Apparatus One (1) Year or 24,000 Miles General Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle (the "Product") manufactured by OEM. As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers: The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin: The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of: One (1) Year or 24,000 Miles

Specific Exclusions and Conditions Except as excluded in this certificate, this Limited Warranty covers Product parts, components, and subsystems manufactured by OEM. Excluded from this Limited Warranty are (a) Third-Party Parts, as defined below, and (b) those parts, components and subsystems manufactured by OEM which are subject to separate OEM limited warranties such as, but not limited to, the Product's chassis, engine emissions system, electrical system, multiplex electronic system, frame, aerial device, hydraulic system, body structure, cab structure, paint system, and plumbing system. If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.
--

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



Custom Fire Chassis Five (5) Years or CARB Mileage Regulated Emissions Systems Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a Custom Chassis (the "Product") manufactured by OEM for a fire apparatus vehicle (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Apparatus for its intended purpose.

This Limited Warranty Covers:
The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
Coverage under this limited warranty is subject to the California Air Resources Board (CARB) values. Warranty coverage ends after: Five (5) years or 150,000 Miles for product equipped with a Medium Heavy Duty engine such as a Cummins L9. Five (5) years or 350,000 Miles for product equipped with a Heavy Heavy Duty engine such as a Cummins X12 or X15.
This Limited Warranty Coverage will Begin:
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of:
Five (5) Years or CARB Mileage

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

RFW0140 - Regulated Emissions Systems - 5Y - 2201

Specific Exclusions and Conditions
This Limited Warranty only covers defects in material and workmanship that effect emissions performance in the following components of the Product: Air Handling System and Associated Plumbing: Ambient Air Temperature Sensor; Charge Air Cooler and plumbing. Compressor Air System and Associated Plumbing: HC Doser Pressure Regulator/Protection Valve and plumbing to the HC Doser Engine harness circuits connected at both ends to emissions components. Exhaust gas piping from turbocharger out to the last aftertreatment device. Exhaust Aftertreatment: Urea Quality Sensor; Urea level sensor; Urea Tank and lines; Urea Tank/line heating elements or heat exchanger and pipe; Urea temperature sensors; Tank Heater Coolant Control Valve; Line Heater Control Relay Electronics: On Board Diagnostic (OBD) Malfunction Indicator Lamp (MIL); Diesel Exhaust Fluid (DEF) Lamp; OBD Connector Air conditioning parts that leak refrigerant beyond the values allowed in 40CFR§1037
The tires supplied with this vehicle are warranted to be free of emissions related defects for 2 years or 24,000 miles.
This limited warranty remains in effect so long as the vehicle emissions-related systems are properly maintained in accordance with the operator manual(s) and as described in 40 CFR 1068.115.
Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, engine emissions related parts that are warranted by the engine manufacturer.
If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



Fire Apparatus One (1) Year or 18,000 Miles Electrical Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:

The Apparatus's electrical system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

One (1) Year or 18,000 Miles

Specific Exclusions and Conditions

This Limited Warranty only covers defects in the main wire harnesses and related circuit protection, connectors, routing, harness clamping, and wire protection of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, electronic devices, lighting, bulbs, sirens, radios, intercoms, ECUs, gauges, switches, occupant protection airbags and pyrotechnics, electronically controlled valves, pressure governors, foam system controls, ABS, ESC, solenoids, and relays.

If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



Custom Chassis
Twenty (20) Years or 100,000 Miles
Frame Assembly Structural
Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:

The Custom Chassis' frame and crossmember system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Twenty (20) Years or 100,000 Miles

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

Specific Exclusions and Conditions

This Limited Warranty only covers breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, crossmember tubes or channels and any structure or gussets that attach crossmembers to the frame.

Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, parts with evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the prior written authorization of the OEM; damage resulting from corrosion, including but not limited to, exposure to salt, deicing agents, acidic material, or other damaging chemicals or materials; any item that is bolted to the frame rail including the item attachment hardware (bolts, nuts, etc.); and paint, undercoating, or other surface treatments.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



Custom Chassis Twenty Five (25) Years or 150,000 Miles Frame Rail Corrosion (Zinc Plate and Powder Coat) Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers: The Custom Chassis' Zinc plated and powder coated chassis frame rail system (the "Product") shall be free from corrosion perforation, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin: The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of: Twenty Five (25) Years or 150,000 Miles

Specific Exclusions and Conditions This Limited Warranty only covers repair or replacement of the zinc plated and powder coated frame rail system consisting of the frame rails, frame liners, or frame wrappers if they are found to have corrosion perforation. As used in this Limited Warranty, corrosion perforation is defined as an actual hole through the piping material caused by corrosion. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, any frame component not zinc plated; parts, components and systems with evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the prior written authorization of the OEM; parts, components and subsystems where the Apparatus has been involved in an accident; and paint, undercoating, or other surface treatments. As a condition to maintaining this Limited Warranty, the Purchaser must have the Apparatus inspected annually by an authorized OEM representative for damage to surface coatings of the frame including paint, plating, caulking and undercoating, and a written inspection report detailing the findings from each annual inspection must be forwarded to the OEM customer service department within 30 days of each inspection and any repairs. Failure to have damaged areas of the frame immediately repaired may void this Limited Warranty.
--

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



Fire Apparatus Ten (10) Years or 100,000 Miles Body Structure (Aluminum) Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers: The Apparatus's aluminum body structure system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin: The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of: Ten (10) Years or 100,000 Miles

Specific Exclusions and Conditions This Limited Warranty only covers defects in the material and workmanship of the aluminum body structural components of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coating, graphics, corrosion damage, electrical system, lighting, equipment mounting, shelves, trays, compartment doors, hinges, trim parts, body mounting brackets, vibration isolators, fasteners or hardware.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



Fire Apparatus Ten (10) Years or 100,000 Miles Plumbing and Piping Corrosion-Free (Stainless Steel) Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers: The Apparatus's stainless steel fire suppression plumbing and piping shall system (the "Product") shall be free from corrosion perforation, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for a more detailed description of the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin: The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of: Ten (10) Years or 100,000 Miles

Specific Exclusions and Conditions This Limited Warranty only covers corrosion perforation in the stainless steel fire suppression pipes and associated joints for intake and discharge lines of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coatings, electrical system, pump and pump accessories, valves, monitors, light towers, generators, gauges, hoses, trim parts, fasteners or hardware. As used in this Limited Warranty, corrosion perforation is defined as an actual hole through the piping material caused by corrosion.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.



One Industrial Complex – Nesquehoning, PA 18240
(800) 235-3928 [Phone] - (570) 669-5124 [Fax]
www.kovatch.com URL

KME FIRE APPARATUS BRIGHTWORK WARRANTY
(Domestic Fire Service Sales)

Kovatch Mobile Equipment (KME) warrants all bright finish components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one (1) year from the date of delivery / acceptance to the original user-purchaser, whichever occurs first.

The expressed warranty excludes corrosion or degradation of bright finished components caused by damage to the component.

THIS WARRANTY IS EXPRESSLY GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

KME shall not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, down time, loss of use or inconvenience.

KME neither assumes nor authorizes any other person to make or assume for it any other obligation, liability or warranty or to make any other representation on its behalf in connection with the sale or use of the new product covered by this warranty.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Wisconsin shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.



One Industrial Complex – Nesquehoning, PA 18240
(800) 235-3928 [Phone] - (570) 669-5124 [Fax]
www.kovatch.com URL

KME FIRE APPARATUS
FIVE (5) – YEAR LETTERING WARRANTY
(Domestic Fire Service Sales)

Kovatch Mobile Equipment Corporation will provide a five (5) year warranty against defects in material and workmanship for all graphic processes. Any valid claims must be made in writing within 15 days of the determination of any defects to KME Fire Apparatus. KME Fire Apparatus will at its option make any necessary repairs either at a local authorized service center or at the factory, if required. KME Fire Apparatus will make the final decision as to where the repairs are to be made and any transportation cost are the owners responsibility, KME will at its option repair or replace any verified defects in workmanship or materials at no cost to the owner provided all the requirements of this warranty have been met.

KME shall not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, down time, loss of use or inconvenience. THE COMPANY MAKES NOT OTHER WARRANTY, EXPRESSED OF IMPLIED, AND SPECIFICALLY, DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY.

KME continually strives to improve its products and therefore, reserves the right to make improvements or changes without incurring any obligations to make such changes or additions on equipment previously sold.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Wisconsin shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.



One Industrial Complex – Nesquehoning, PA 18240
(800) 235-3928 [Phone] - (570) 669-5124 [Fax]
www.kovatch.com URL

KME FIRE APPARATUS
10-STAINLESS STEEL PLUMBING WARRANTY
(Domestic Fire Service Sales)

Kovatch Mobile Equipment (KME) warrants all KME manufactured stainless steel plumbing components used in the construction of KME Fire Apparatus water/foam plumbing systems against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of ten years from the date of delivery.

THIS WARRANTY IS EXPRESSLY GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

KME shall not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, down time, loss of use or inconvenience.

KME neither assumes nor authorizes any other person to make or assume for it any other obligation, liability or warranty or to make any other representation on its behalf in connection with the sale or use of the new product covered by this warranty.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Wisconsin shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of Seven (7) years from the date the product is first placed in service, or Seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com



F-2891 (04/15/20)



Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser¹ that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures, and other terms and conditions shall apply for all Products: Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products, and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, Product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, Product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

¹ The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned Products for Warranty replacements



Warranty Statement

Effective May 30, 2020

Section 5, Item 5.4

Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. Product claimed to be defective must be shipped by Purchaser freight prepaid, and Purchaser shall bear all risk of loss or damage during shipment.

Repaired and replacement Product and parts will be shipped to Purchaser freight collect, unless a determination is made prior to shipment that the warranty claim is valid, in which case Product and parts will be shipped to Purchaser freight prepaid from Supplier. Repaired or replacement Product will be shipped back to purchaser via UPS ground or IDEX approved standard freight. If Purchaser requires expedited UPS shipment, Purchaser will cover the difference between ground and service selected costs. Purchaser shall bear all risk of loss or damage for all freight collect shipments.

When a warranty claim is confirmed by Hale's Quality department, Hale will issue a credit for freight costs under the following conditions:

- Product was shipped by Purchaser freight prepaid to Supplier. Purchaser to provide a copy of paid freight bill upon Hale's request.
- Repaired or replacement Product was shipped to Purchaser freight collect. If Purchaser required expedited shipment, the difference between ground and expedited service costs will be deducted from total credit.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS



Warranty Statement

Section 5, Item 5.4

Effective May 30, 2020

PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.



Warranty Statement

Effective May 30, 2020

Section 5, Item 5.4

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser. Labor is only covered for the first two (2) years of this warranty coverage.	<p>Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.</p> <p>At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order.</p> <p>Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period.</p> <p>Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period.</p> <p>When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Pump Accessories Labor Warranty Guide for details on issues covered and fees paid.</p>
	Marine and Other Application	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units (Excluding Engines ***)	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re- installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
		If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. See Hale Portable Pump Labor Warranty Guide for details on issues covered and fees paid
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
Pump Modules	Pump Body Weldments, Stainless Manifolds, and Fabricated <u>non-painted</u> or powder coated panels	10 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included. Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
	Fabricated painted or powdered coated panels	2 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed from paint, finish, and corrosion during Warranty Period due to a defect in material or workmanship. No labor is included.
Foam SmartFoam, SmartCAFS, CAFS Systems, SmartATP, and EZ Fill		3 years from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. Datalogger download from Product may be requested to determine cause of defect.
Foam FoamLogix Systems		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts	Ordered for service and repair	90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	Akron Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Hale Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Warranty Statement

Effective May 30, 2020

Section 5, Item 5.4

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
	SVS Torrent Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Monitors	Akron	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
SafeBuy Modules Bundles	QMAX/QMAX-XS Pump Non-Marine Fire Service Applications	Earlier of (i) 8 years from in service date of Safebuy QMAX/QMAX-XS bundle in the vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. This is predicated on the end user supplying Hale with their yearly service and pump testing records by the end of each calendar year.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under Safebuy Warranty, Seller will cover parts and labor for earlier of (i) 8 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Gearbox Labor Warranty Guide for details on issues covered and fee paid.
SAM Bundles- Pump with Loose Valves, Kits or Modules	Pumps-Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units) Non-Marine Fire Service Applications	Earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under SAM Warranty, Seller will cover parts and labor for earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.



Warranty Statement

Section 5, Item 5.4

Effective May 30, 2020

Hale Products, Inc.		
Product Specific Warranty Terms and Conditions		
Product*	Warranty Period	Coverage**
SAM Bundles- Pump with Loose Valves, Kits or Modules		When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Labor Warranty Guides for details on issues covered and fee paid.
Akron Electric Valve Actuators and Navigator Pros	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics	4 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

** For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

*** Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.

AKRON BRASS 10 YEAR WARRANTY ON HEAVY DUTY SWING-OUT™ VALVES

Akron Brass warrants Heavy Duty Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass will repair or replace any Heavy Duty Swing-Out Valve which fails to satisfy this warranty. Repair or replacement shall be at the discretion of Akron Brass. Electrical components shall carry our standard five (5) year warranty. We will not be responsible for: wear and tear; any improper installation, use or maintenance; negligence of the owner or user; repair or modification after delivery; failure to follow our instructions or recommendations; or anything else beyond our control. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE INCLUDED IN THIS WARRANTY STATEMENT, AND WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Further, we will not be responsible for any consequential, incidental or indirect damages (including, but not limited to, any loss of profits) from any cause whatsoever. No person has authority to change this warranty.

**HEAVY
DUTY**
Swing-Outs
Proven Performance Trusted By Firefighters
For Over Half a Century



 **AKRON**
BRASS COMPANY
An ISO 9001: 2000 Registered Company

WHELEN® USER DIRECT WARRANTY (FOR AUTOMOTIVE PRODUCTS ONLY)

Whelen Engineering Company, Inc. warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations. During the warranty period (see below) the Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (at its option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship. The Repair Center will return the repaired unit, transportation cost prepaid.

The above warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). **No prior authorization is required for returning Whelen products for warranty consideration.** Each Whelen product sold is covered only by the official warranty in effect at time of purchase.

This warranty is not applicable to any Whelen product that has failed from damage as a result of incompatible chemicals (including de-icing or road treatment), cleaning products or due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair; nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center; nor for the handling of products returned from the repair center after service or repair.

There are no other warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time; or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice.

The use of magnetic or vacuum/suction mounted warning lights mounted on the roof or exterior of a vehicle in motion is at the sole discretion and risk of the user. Whelen Engineering makes no warranties or guarantees of equipment used in this way.

All power plugs/cigar plugs, incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high power voice/siren systems are not covered by this warranty (see applicable warranty statement).

All Non-Whelen manufactured items that are sold by Whelen are covered by that manufacturer's warranty, and are excluded from this warranty statement (such as, GTT Emitters, batteries). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers and siren speakers. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

STANDARD / 2 YEAR WARRANTY

Whelen products are covered by a direct warranty for up to a maximum two years from date of purchase (not to exceed three years from date of manufacture), with proof of purchase. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2 year warranty from the date of manufacture. Heavy-Duty motor assemblies (so marked) are covered by a direct warranty for up to three years from date of manufacture. For warranty consideration, both the siren speakers and motor assemblies are subject to the conditions and steps described herein.

SIRENS, LED PRODUCT, CONTROL HEADS AND SWITCH BOXES

CenCom®, CanTroI®, 295HFS and 295SLS: Electronic circuit boards are covered by a 5 year warranty.

LED Lighthoods, IO Boards, and Flashers: Electronic circuit boards are covered by a 5 year warranty.

295SL100 Series, Howler™, Alpha™, Beta™, Epsilon™, HHS, Gamma™ and WPS series: Electronic circuit boards are covered by a 2 year warranty.

Siren, Traffic Advisor™ Control Heads, and Switch Boxes: Electronic circuit boards are covered by a 2 year warranty.

Mechanical components, ie Switches, relays, microphones, housings, mounting brackets and hardware are covered for 2 years for defect in material or workmanship. All other electronic circuit and IO boards not expressed herein are covered by a 2 year warranty. Warranty starts from date of manufacture.

12 MONTH WARRANTY — BACK-UP ALARMS

Whelen Back-Up Alarms are covered by a 12 month warranty and are subject to the conditions and steps described herein.

WARRANTY — LIGHTBAR POWER SUPPLY

All repairable warranty and non-warranty Edge® style lightbar strobe power supplies will be replaced with a compatible new power supply. If out of initial warranty period but less than 10 years old, the charge will be a flat fee of \$210.00

6 MONTH WARRANTY — STROBE POWER SUPPLIES/FLASH TUBES AND OBSOLETE/DISCONTINUED PRODUCTS

If a Strobe Power Supply, Strobe Flash Tube component or an obsolete/discontinued product of a "Whelen" brand product is returned to Whelen within 6 months of the date which is affixed to the unit, Whelen will repair or replace that unit free of charge ONE TIME ONLY, subject to the conditions and steps herein.

WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM

If found to be repairable, the Whelen Factory Repair Center (only) will repair Non-Lightbar Electronic Strobe Power Supplies for \$155.00 each. All other repairs (non-strobe) will be \$125.00 per unit. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items.

Follow the "Steps To Be Taken For Return" noted below, and include a check or money order. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is \$255.00). Contact factory service center for further details.

STEPS TO BE TAKEN FOR WARRANTY RETURN:

- 1) Whelen products are to be returned **freight prepaid** to the: Whelen Factory Repair Center Building B, 51 Winthrop Road, Chester, CT 06412-0684; or an Authorized Whelen Repair Center†. Do not ship by bus.
- 2) A copy of the sales receipt must be returned with the defective unit to qualify for warranty coverage from date of purchase.
- 3) Include a short statement explaining the problem.
- 4) Include your name, address, and day-time telephone number.
- 5) Whelen and its Authorized Repair Centers will, via UPS, ship back the repaired unit **freight prepaid**, usually within a few days after its receipt.

WHELEN®
ENGINEERING COMPANY, INC.

51 Winthrop Road, Chester, CT 06412-0684
(860) 526-9504 • www.whelen.com

— EFFECTIVE 12/21/16, REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES —

† The only AUTHORIZED WHELEN REPAIR CENTER(S) are predetermined by the Whelen Factory via official listing obtained from Whelen Engineering Company, Chester, CT.

* New/Revised

10250AD-091516

© 2016 Whelen.

Limited Warranties and Procedures

TecNiq Inc. extends a Lifetime Limited Warranty to the original purchaser that the TecNiq Inc. Lamp is free from defects in workmanship and/or materials only. TecNiq Inc. will replace any TecNiq Inc. lamp to the original consumer/purchaser if the lamp fails due to defects in workmanship and/or materials only. TecNiq Inc. products are incompatible with many chemicals and/or cleaners, and the Limited Lamp Warranty does not apply to damage associated with or caused by incompatible chemicals and/or cleaners. The Limited Lamp Warranty is not transferable and applies to only the original installation of the lamp for as long as the original consumer/purchaser owns the vehicle. To be eligible for coverage under the Lifetime Limited Warranty protection, the TecNiq Inc. product must remain intact, free from physical abuse, and have been properly installed. The Lifetime Limited Warranty does not constitute in any way a product guaranty, and TecNiq Inc. does not hereby assume any obligation of any kind whatsoever other than sending a free replacement product as applicable under the Lifetime Limited Warranty. TecNiq Inc. does not warrant its products as to their fitness for any special use or function.

Product Replacement Instructions:

To be eligible for the Lifetime Limited Warranty consideration for a TecNiq, Inc. product, contact TecNiq, Inc. at (269) 629-4440. Upon issuance of a "Returned Goods Authorization Number" return the failed product, freight pre-paid, to:

TecNiq Inc.
9100 E Michigan Avenue
Galesburg, MI 49053,

to the attention of the Warranty Administrator. Any product determined by TecNiq Inc to be covered under the terms of the Lifetime Limited Warranty, as applicable, will be replaced with another like product and will be sent directly to the original consumer/purchaser only. The consumer/purchaser may request a written report on any product substituted for Warranty evaluation that is not covered under the respective Lifetime Limited Warranty. Items received will not be returned.

Limited Warranties and Procedures

TecNiq Inc. extends a Lifetime Limited Warranty to the original purchaser that the TecNiq Inc. Lamp is free from defects in workmanship and/or materials only. TecNiq Inc. will replace any TecNiq Inc. lamp to the original consumer/purchaser if the lamp fails due to defects in workmanship and/or materials only. TecNiq Inc. products are incompatible with many chemicals and/or cleaners, and the Limited Lamp Warranty does not apply to damage associated with or caused by incompatible chemicals and/or cleaners. The Limited Lamp Warranty is not transferable and applies to only the original installation of the lamp for as long as the original consumer/purchaser owns the vehicle. To be eligible for coverage under the Lifetime Limited Warranty protection, the TecNiq Inc. product must remain intact, free from physical abuse, and have been properly installed. The Lifetime Limited Warranty does not constitute in any way a product guaranty, and TecNiq Inc. does not hereby assume any obligation of any kind whatsoever other than sending a free replacement product as applicable under the Lifetime Limited Warranty. TecNiq Inc. does not warrant its products as to their fitness for any special use or function.

Product Replacement Instructions:

To be eligible for the Lifetime Limited Warranty consideration for a TecNiq, Inc. product, contact TecNiq, Inc. at (269) 629-4440. Upon issuance of a "Returned Goods Authorization Number" return the failed product, freight pre-paid, to:

TecNiq Inc.
9100 E Michigan Avenue
Galesburg, MI 49053,

to the attention of the Warranty Administrator. Any product determined by TecNiq Inc to be covered under the terms of the Lifetime Limited Warranty, as applicable, will be replaced with another like product and will be sent directly to the original consumer/purchaser only. The consumer/purchaser may request a written report on any product substituted for Warranty evaluation that is not covered under the respective Lifetime Limited Warranty. Items received will not be returned.

HiViz LED FireTech OEM, Reseller and End User Warranty Effective 1 January 2014

Who to Contact:

All warranty support must be provided to the end user of product through an authorized HiViz LEDs Authorized FireTech Reseller or through HiViz LEDs. For information regarding warranty or warranty claims, the end user should contact the establishment that sold them the product. The Authorized FireTech Reseller or end user customer should contact HiViz LEDs at 703-662-3458 or e-mail sales@hivizleds.com.

Warranty Conditions:

1. Proof of Purchase is required to validate warranty and is valid from the original date of purchase. All units must be bought through a HiViz LEDs Authorized FireTech Reseller or from HiViz LEDs.
2. Improper installation, accident, abuse, neglect and normal wear are not covered under warranty.
3. Lights must have been operated in environments and under ratings for which HiViz and its manufacturers designed the product.
4. Warranted items will be repaired to working condition and returned without cosmetic alterations.
5. Non-warranted items can be repaired at the customer's expense of parts and labor at the discretion of HiViz LEDs who will provide an estimated repair cost before proceeding with the repair.

Explanation of warranty details for HiViz LEDs Products:

HiViz LEDs only facilitates the manufacturer's warranty to the HiViz Authorized FireTech Reseller and their customer for the replacement of faulty light components due to defects in material and/or workmanship. As such, the warranty applies under the following conditions:

1. A Return Merchandise Authorization (RMA) must be obtained by contacting HiViz LEDs. The Reseller or customer may contact HiViz LEDs at 703-662-3458 or e-mail sales@hivizleds.com to receive an RMA and the proper manufacturer's warranty address to which to return the product. Please call HiViz LEDs to receive both of these items. Shipment address must be obtained along with the RMA and the shipment address may vary based on the manufacturer and the product.
2. Once an RMA has been issued, the Representative or customer must be sure to display the number on the outside of the package for identification.
3. The customer is responsible for all shipping charges to designated warranty return location for any items requiring repairs.
4. HiViz will coordinate return shipping in coordination with manufacturer and Reseller, if product is under warranty.
5. If product is not under warranty, clients will have to cover shipping charges both ways.

[Page 1 of 2 of Warranty – rest of page intentionally left blank]

Term of Warranty:

1. All HiViz LED Products sold to Authorized FireTech OEMs or Resellers come with a Limited LifeTime Warranty for all LED lights except for those listed in Item 4 below.
2. The "Limited Lifetime Warranty Term" of a Product is defined as the entire time which the product is owned by the customer who originally purchased the product from a HiViz Authorized FireTech OEM or Reseller or from HiViz LEDs and as the entire time which the product is installed on the vehicle or apparatus on which it was initially installed.
3. No Warranty is able to be transferred to another party or another vehicle or apparatus.
4. HiViZ LED Products which do not carry a Limited LifeTime Warranty include the following:
 - a. Mounting brackets:
 - i. All mounting brackets that are powder coated standard offerings from HiViz LEDs have a 10 year warranty.
 - ii. Specially fabricated or painted mounting brackets carry a 3 year warranty unless otherwise specified by HiViz LEDs in writing.
 - b. Tri-Pods, Push-Up Poles:
 - i. All tri-pods and push-up poles will have the manufactures limited warranty and term.
 - c. Batteries:
 - i. All batteries have a one year limited warranty
 - d. Cases, Cords and Accessories
 - i. All plastic cases, cords and accessories not specified in this Item 2 (a-f) and not an actual light head have a 90 day warranty.
 - e. Compartment Lighting:
 - i. 5 years for products installed inside the vehicle or an enclosed cabinet.
 - ii. 1 year for products installed external to the vehicle.
 - f. Any product which is not an actual light head.
 - g. Installation:
 - i. All installation work provided by HiViz LEDs- 90 day warranty.

Federal Signal Corporation

LIMITED WARRANTY TERMS AND CONDITIONS

Effective April 1, 2018

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document, and are subject to change at the sole discretion of Federal Signal.

SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished or specified by the Buyer or end user.

During the aforesaid warranty period, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship, or refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED.

UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.

LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Public Safety Systems Division

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
Audible		
Speakers	2 years	1 year
Platinum 3000 Series	5 years	5 years
LED Products		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
LED rotating light assemblies from all light bars and beacons	5 years	5 years
MicroPulse LED lights	3 years	3 years
416200 Series Corner LEDs	3 years	3 years
416400/416410 Corner LEDs	5 years	5 years
416500 Series Corner LEDs	3 years	3 years
416800/416810 Corner LEDs	3 years	3 years
MB1 LED Message Board	3 years	3 years
Commander Series Flex	2 years	2 years
COM550	3 years	3 years
4200S	3 years	3 years
Strobe products		
Strobe flash tubes	1 year	1 year
951 strobe beacons	5 years	1 year
651/851 strobe beacons	5 years	1 year
US5, US6 and US7 UltraStar	5 years	1 year
OTHER PRODUCTS		
Halogen Rotating Light assemblies from all light bars	5 years	1 year
All halogen rotating beacons and mini-light bars, except Sentinel	5 years	1 year
Littlite Map lights	5 year warranty on LED components Limited lifetime warranty on mechanical components	5 year warranty on LED components Limited lifetime warranty on mechanical components
SWM Interceptor Switch Modules	1 year	1 year
CAM Reverse Camera/Monitor Systems	3 years	3 years
Stinger Spike Systems	5 years	5 years
Air-EL	3 years	3 years
PBX Series	3 years	3 years
HRX Series	3 years	3 years
Perimeter Light Programmer	1 year	1 year
DOT Flasher	3 years	3 years
Atkinson Dynamics Intercoms	2 years	1 year
Note: Domes, lenses, lamps, and batteries are NOT covered under warranty.		

LIMITED WARRANTY – Schedule of Products

Federal Signal Corporation - Integrated Systems Division

Product*	Warranty Period for Parts Replacement and Factory Performed Labor**
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
2001-130 / 508-128 / Equinox	
Eclipse8 / Model 2	
Electronic Sirens	
MOD1004B / MOD2008B / MOD3012B	2 years parts and labor from date of delivery, return to factory for service
MOD4016B / MOD5020B / MOD6024B	
MOD8032B	
DSA2/3/4/5/6	
Controllers	
SS2000+	2 years parts and labor from date of delivery, return to factory for service
FC Controllers	
DCFCTBD Controllers	
UV / UVRI/UVIC Controllers	
Signaling Devices	
Beacons / Speakers / Sounders	5 years parts and labor from date of delivery, return to factory for service
ECHO Intercoms	
Selectone Controllers	
Audiomaster products	2 years parts and labor from date of delivery, return to factory for service
Atkinson products	
Miscellaneous	
IP Informers / Radio Informers	1 year parts and labor from date of delivery, return to factory for service
Signal Tech – Beacons, Sounders, Strobes	
FT400BX	
OEM Products (such as)	
PC Equipment	Federal Signal utilizes the original manufacturer's warranty
Field Devices	
Security and LPR products	
UPS systems	
PABX Systems	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning/system field acceptance whichever is sooner covering parts and labor, return to factory for service.
Software	
Commander (SFCD-XX)	Free from defects for 12 months from date of acceptance, Software Maintenance Agreements available
SmartMsg	
<p>*Federal Signal Offers extended warranties and software maintenance agreements – contact Federal Signal for further information</p> <p>**On-site services not included</p> <p>*** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded</p> <p>When Federal Signal has provided a turn-key installation including optimization and/or com-missioning services, Federal Signal will provide on-site warranty service during the first 60-days after completion of the installation.</p>	

Warranty / Terms of Business - AMDOR

WARRANTY INFORMATION / TERMS OF BUSINESS

AMDOR® Roll-Up Doors

All AMDOR Inc. roll-up door products are warranted for a period of 36 months from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc.

Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is \$65. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work.

Allowances for removal and installation:

- Curtain replacement: 3/4 hour
- Balancer replacement: 1 hour
- Door ajar switch 3/4 hour
- Bottom Panel Assembly: 1/2 hour
- Slat replacement: 3/4 hour
- Door removal and replacement 1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Luma Bar® LED Lighting Products

All Luma Bar LED Lighting products are warranted for a period of 36 months from the date of delivery to the original purchaser. AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any Luma Bar product supplied by AMDOR Inc.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc.

Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the original customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is \$65. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to the commencement of work.

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be returned by means other than the most economical carrier the difference will be charged back to the sender. The carrier and level of service utilized for the returned goods must be approved by the Customer Service Manager for AMDOR Inc.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, voltage spikes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative; AMDOR Inc. will provide a color spray out for this purpose.

The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 7 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip.

AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of \$65 per hour.

Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work.

Warranty coverage will extend to the following visible paint system defects:

1. Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.
2. Corrosion of the substrate due to paint system failure.
3. Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1. Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non-factory approved coatings.
2. Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non-approved wash or polishing agents.
3. Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.
4. Scratches, chips, abrasions, or dents from any source.

This document supersedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or its affiliates.

If you have any additional questions, comments, or concerns please feel free to contact your local AMDOR representative or our customer care team.



Item Cover Page

MEETING TYPE Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Staff

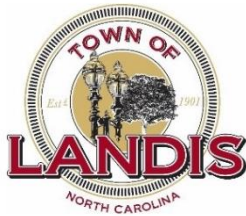
ITEM TYPE: Report

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: April 8, 2024

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

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

SUBJECT: **Monthly Report**

DETAILS:

Events:

Lake Corriher, partnered with The Brook Church, hosted its 4th annual Easter Egg-stravaganzia Spring Event on Sunday March 24th. We had 300 children participate in the egg hunts. The Landis PD received several donations to their can food drive. Despite having to change the date for inclement weather, this was our largest turn out to date.

The next Senior Lunch/ Bingo will be Wednesday April 3rd 12:00 Noon @ Trinity Lutheran Church.

Cruise-ins begin Fri. April 5th from 5:00-9:00pm. The first Cruise-In will have Lobster Dogs, Vivian’s Rockin Concessions, Luxury Lemons, and Draper’s Funnel Cakes in attendance along with a DJ.

Additional 2024 Event Dates: Love Landis Week- 4/29-5/4 (Shred it will be on site May 4th at PW from 10am-1:00pm)
 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: Kayak rentals started March 1st. March is the last month for off season hours of 8:00-5:00. Hours will change to 8:00am-8:00pm April 1st.

Disc golf course data tracked from UDisc

Rounds & Players: 300 rounds / 146 players / 438 hours spent on the course / 40 players visited for the 1st time
 Traffic & Tourism: 24 players visited from 30 miles away / 7 players from 150 miles away / 4 players from 300 miles
 Players from 6 states visited the course, NC, FL, GA, ID, SC, WV

Pool Operations: Accepting Summer applications. Will be removing and replacing old Lifeguard stands. Cleaning and organizing concessions and storage areas.

Campsite Reservations: 17 Shelter Rentals: 0 Daily Fishing Passes Sold: 398 State License: 9

Boat Registration: 1 2020 Ford Explorer Mileage: 50145 Ford F250 Mileage: 165592





Item Cover Page

MEETING TYPE: Board of Alderman
DATE: April 4, 2024
SUBMITTED BY: Angie Sands, Deputy Town Clerk
ITEM TYPE: Report
AGENDA SECTION: Department Reports
SUBJECT: **Monthly Report**

DETAILS:

Utility Services Monthly Report

CASH PAYMENTS	331
CREDIT CARD PAYMENTS	1020
CHECK PAYMENTS	1153
BANK DRAFT PAYMENTS	407
DISCONNECTIONS	69
AMI ELECTRICAL METERS	3262
REMAINING MANUAL METERS	22
WATER METERS	2159
CUSTOMER USAGE PORTAL	456

Public Works Monthly Reporting

Completed By Tristin Walter Date 3-26-24

1. Water - Sewer

- Taps 0
- Irrigation Taps 2
- Water Main breaks 0
- Meter Box Replacement 0
- Hydrant (Water Quality Flushing) Routes 10
- Meter/MXU Change Out _____
- Water Pump Station (quantity 1) Quality 1
- Sewer lift station (quantity 10) y Monitoring and Repairs needed y
- Customer calls/ resident needs 15
- New / Current Resident work orders start& stop service 30

2. Stormwater

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

3. Electricity

- Current / New Resident Work orders 6
- New (Temp) Service 7
- Disconnects 89
- Streetlights 10
- Security Lights 10
- Pole Repair/Replace 10
- Outages: Cause, Environmental 4 Load Demanded 1 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: _____



Department Report

MEETING TYPE: Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Matthew Geelen, Police Chief

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

SUBJECT: **Monthly Report**

DETAILS:

Total Calls for Service (Including Self-initiated calls) - 975

Self-Initiated Calls – 810

Calls for Service – 159

Traffic Stops - 82

Traffic Accidents – 11

Vehicle Mileage:

LPD-081: 139,834	LPD-173: 75,848	LPD-231: 855
LPD-101: 104,501	LPD-174: 62,980	LPD-232: 3,229
LPD-131: 104,100	LPD-175: 65,390	
LPD-151: 68,238	LPD-176: 61,091	
LPD-161: 71,171	LPD-177: 78,146	
LPD-171: 65,289	LPD-212: 20,351	



South Zion Speed Study

Dear Mayor and Board Members,

I am writing to inform you of a speed study conducted on South Zion at Hoke Street from March 14-20, revealing average speeds of 28 mph for incoming traffic and 27 mph for outgoing traffic.

Sincerely,

Matthew J. Geelen

Chief of Police



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: April 8, 2024
SUBMITTED BY: Jason Smith, Fire Chief
ITEM TYPE: Report
AGENDA SECTION: Departmental Reports
SUBJECT: **Monthly Report**

DETAILS:

MONTHLY STATS

MEDICAL: 47
FIRE: 36
TRAFFIC ACCIDENT: 4
MUTUAL AID GIVEN: 32
MUTUAL AID RECEIVED: 8
TOTAL CALLS: 87

VEHICLE MILAGE

ENGINE 443: 99219
ENGINE 442: 36757
ENGINE 581: 28732
LADDER 58: 21534
CAR 44: 136591
CHIEF 440: 17924

LANDIS DEVELOPMENT PLANS UNDER REVIEW


Section 6, Item 6.1

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

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-24-23 Pre-Construction meeting - **Constru authorized upon completion of fees and several other requirements. 5-30-23 Operation and Maintenance Agreement rec'd 6-6-23 Sent Zoning Permit Application 6-16-23 Stormwater Report From Alley William Carmen & King 7-5-23 Rec'd water system specs. 8-9-23 Stormwater specs reviewed ready for pickup. 8-10-23 stormwater reviews p/up by courier. 12-7-23 Dev. Petition to NCDEQ for w/s regulation exception 1-25-24 issued Willingness to Serve for electricity 2-13-24 Rec'd NCDEQ Auth. For water system 2-20-24 Issued Willingness to Serve water and waste</p>
<p>SITE 11-21 FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec- Architect</p>	<p>716 W. Ryder Ave & Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED TWNHOMES APARTMENTS</p>	<p>12-22-21 PAYMENT: \$100 SKETCH PLAN REV. 12-28-21 RF to Engineer, email with comments re sketch plan layout. 2-8-22 R. Flowe mtg w/Developer Engineer 5-16-22DEV. MTG WITH R FLOWE SKTECH PLAT REV. 7-5-22 PAYMENT \$100 FOR 5-16-22 REVIEW 7-15-22 REC'D 2 COPIES OF PRELIMINARY SITE PLAN- Location: floor beside map cage Payment: site plan rev. \$388.25 8-10-22 PL. BD REVWD. PLAN REJECTED. DEV WILL SUBMIT ANOTHER SITE PLAN 10-19-22 rec'd revised plan 11-8-22 OVERVIEW W/PL. BD. 11-16-22 MTG W/FLOWE &MNGR- WILL RE-SUBMIT PLANS NO TRC ON CURRENT PLANS. 12-6-22 REC'D REVISED PLANS. R FLOWE COMMENTED. EMAILED ARCHITECT W/COMMENTS 12-21-22 re-sent email of 12-6-22 to architect/confirmed recpt. 1-3-23 ACTIVE FILE 2-8-23 revised plan sent by email- next step is site dev. Plan rev. 2-28-23 PLAN HARD COPIES REC'D 2-28-23 PAYMENT: \$388.25 site plan rev. 3-2-23 REC'D REVISED SITE PLAN 3-15-23 Revised Site Plan approved- next step-construction plans & review</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- Construction plans to be del today. 5-18-23 per M.Siemieniec. plan del delay 5-24-23 CONSTRUCTION PLANS REC'D 5-31-23 FEES PAID FOR REVIEW. \$10,266.55 **Fees include zoning permit application when ready **=PLAN REVIEW(RD,PARK/LOAD/DRAINAGE,W/S LINES, STORMWATER, PERMIT APPLICATION) 6-23 & 28th TRC REVIEW OF PLANS- NOTES ADDED- DEV. P/UP THEIR SET OF PLANS W/NOTES 7-25-23 REC'D 2 SETS OF REVISED CONST PLANS 7-27-23 R FLOWE REVIEWED PLANS- ISSUED EMAIL TO TECH. REV. COMM. TO REVIEW PLANS IN T.HALL 8-3-23 Fire Marshal reviewed plans 8-9-23 Plans ready for p/up, emailed Engineer. ✓ 11-08-23 Rec'd Erosion & Soil Sedim. From County 11-8-23 Pre-const. mtg set for 12-13-23 @ 9a.m. ✓ 12-13-23 Stormwater calcs needed.</p>
<p> YEAR 2022</p>				
<p>Application #</p>	<p>Name (surveyor &/OR owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status FEES PD</p>
<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE</u> <u>2&4</u></p>	<p>LENNAR CAROLINAS – LAND DESIGN ENGINEER NOTICE OF INTENT FOR NEW DEVELOPER- SHEA HOMES</p>	<p>CANNON FARM RD</p>	<p>430 LOTS- MU-1 & SFR-2 CZ ZMA 24-04-08-1 MU-1 TO SFR-3</p>	<p>9-6-22 REC'D PLAT W/\$3,000 9-13-22 REC'D MASTER PLAN PRELIMINARY PLAT W/\$5,140 AND \$4,580 TOTAL \$12,720 9-13-22 PLAT OVERVIEW W/PL BD. ✓ 12-6-22 ACTIVE FILE 3-7-23 NO ACTIVITY 7-25-23 NOTICE OF NEW DEVELOPER INTENT FROM ATLANTIC AMERICAN PROP. 9-5-2023 MTG W/PL. DIR. W/NEW DEV. 9-25-23 MTG W/PL DIR. FLOWE 9-28-23 REC'D MEETING NOTES 12-12-23 Rec'd form w/ZMA request no funds rec'd 12-19-23 Rec'd partial fee for ZMA request 1-3-24 Rec'd full funds for ZMA request- March BOA mtg 2-13-24 Planning Bd did not meet- April BOA mtg 2-15-24 Utilities meeting with Dev.& Land Design 2-26-24 Neighborhood Meeting for Phase II Site 3-6 & 3-7 Water/Sewer Plans rec'd</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE</u> <u>2&4</u></p>				<p>4-08-2024 PUB. HRNG ZMA</p>
<p>SITE DEV #10-22- LANDIS RIDGE LANDIS 85 OLD BEATTY FORD RD INDUSTRIAL SITE</p> <p>NAME CHANGE: <u>LANDIS RIDGE</u> <u>LANDIS 85</u></p> <p><u>DEV #10-22</u> <u>LANDIS RIDGE</u></p> <p>OLD BEATTY FRD RD IND. SITE <u>LANDIS 85</u></p>	<p>RYAN BEADLE/JACKSON-SHAW- LIPE, MILLS, DEAL PROPERTIES</p>	<p>OLD BEATTY FORD RD INDUSTRIAL SITE</p>	<p><u>ANNEX & ZMA</u> <u>LOTS:</u> MAP 140, PARCELS: 003,167, 138, 169 & 170 11-14-22- BD APPROVED ANNEXATION ZONING: IND 2-13-23 BD TO CONSIDER ANNEXATION WITH PUB. HEARING ON MARCH 20, 2023 -BD APPROVED</p>	<p>9-13-22 REC'VD PAYMENT \$600 ZMA REQ. ANNEX W/ ZMA NOV.8 & 14 2022 MTGS 11-14-22 BD APPROVED ANNEX & IND ZONING 12-6-22 ACTIVE SITE- PLANS DEVELOPING 12-8-22 NCDOT TRAFFIC IMPACT STUDY CHECKLIST REC'D 12-20-22 2 CHECKS OF \$875 REC'D = \$1,750 FOR: 1) ZMA W/ANNEX APPL. (APPL. REC'D 12-15-22) 2) & ZTA (TEXT AMEND.) 1-3-2023 ACTIVE FILE 1-09-23 ANNEXATION REQ. TABLED UNTIL FEB 2-13-23 ZTA APPROVED ANNEX AND MAP AMEND SET FOR MARCH PUB HEARING. 3-1-23 SITE PLAN REV. W/ DEV & PUB. WORKS 3-14-23 FUNDS REC'D FOR: SITE PLAN REVIEW & PREL PLAT REVIEW: \$4,801.75</p> <p>3-20-23 Pub. Hearing Annexation additional properties, req. IND zoning. BOARD APPROVED 4-11-23 Plan revisions received. 4-26-23 Plan review completed with comments. 4-27-23 R Beadle picked up Dev. Copy with comments. 5-25-23 Zoom mtg w/R Flowe 6-13-23 NCDOT scoping documents received 8-2-23 rec'd updated site dev. Plans from Developer 8-2-23 rec'd NCDOT updated TIA scoping docs link 9-19-23 REC'D REVISED SITE PLAN PGS 3,4 &5 ON REVIEW TABLE FOR TRC- REVIEWED 10-18-23 REC'D W/S WILLINGNESS TO SERVE REQUEST 10-23-23 PLANNING BOARD MTG UPDATE ✓ 11-14-23 Mtg req. by Developer- ZOOM W/RFLOWE 11-21-23 FUNDS REC'D FOR SITE PLAN REVIEW 11-30-23 WAITING ON CONSTRUCTION PLANS 12-21-23 Rec'd revised Const. plans & all documents 12-21-23 FUNDS REC'D \$36,136 FEES. 1-2-24 DIGITAL FILES REC'D 1-24-24 TRC mtg held – examined plans 2-13-24 Meeting with Developer and Eng. Review of TRC 2-14-24 Address from Rowan Cty GIS for constr.: #619</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

<p>DEV #10-22 LANDIS RIDGE</p>				<p>3-12-24 REC'D REV. CONST. PLANS & CALCS WAITING ON ENG. REVIEW 3-27-24PRE-CONSTRUCTION MEETING HELD</p>
<p>2023 ALL 2023 PROJECTS. NOW IN CONSTRUCTION PHASE</p>				
<p><u>2024</u></p>	<p><u>2024</u></p>	<p><u>2024</u></p>	<p><u>2024</u></p>	<p><u>2024</u></p>
<p>Application/ Site #</p>	<p>Name (surveyor & owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status, FEES PD</p>
<p>SITE 01-24</p>	<p>DOMINION ENERGY</p>	<p>MT MORIAH CH RD</p>		<p>UTILITY – GAS LINE INSTALLATION ON TOWN EASEMENT/ FLOODWAY/FLOODPLAIN 2-7-24 PLANS REC'D</p>

PLANS IN CONSTRUCTION/ REVIEW				
<p>SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23</p>	<p>William N. West Owner Crete Solutions</p>	<p>220 OLD BEATTY FORD RD</p>	<p>CONCRETE PLANT</p>	<p>04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS. 4-26-23 RF review & staff rev. complete comments on plans 4-27-26 Owner/Dev. Bill West p/up set w/comments. 5-9-23 Rec'd partial set of plans- advised need complete sets. 5-10-23 rec'd 2 complete sets of plans w/revisions 5-17-23 R. Flowe to Developer West, plan set – scale is off. West to deliver a new complete plan set to NFocus Office this day. Flowe to review and sign zoning permit application if plans are approved. 5-17-23 Plans rec'd. R. Flowe approved plans for site construction. Zoning Permit #ZN-23-27 issued. Site work active. 3-27-24 POSSIBLE SITE REVISION</p>
<p>SITE 03-23 PINNACLE PARKING LOT SITE PLAN</p>	<p>CESI ENGINEERING JASON MARTINEZ(SITE)</p>	<p>1600 PINNACLE WAY DR.</p>	<p>NEW DRIVEWAY- PARKING LOT EXPANSION</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 & 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>SITE 01-23 BYRNE PROP KIMBALL RD PERMIT ISSUED 11-30-23</p>	<p>SHANNON SPARKS SURVEYOR BYRNE PROP. INC</p>	<p>KIMBALL ROAD MAP 123B 115</p>	<p>TOWNHOMES 9 PROPOSED</p> <p>9-11-23 BD ALD APPROVED DEV. AGREEMENT</p>	<p>2-2-23 SKETCH PLAT REVIEW & CONSULT 2-2-23 PD \$245 SKETCH PLAT REV. & CONSULT 4-13-23 PD \$1085 FOR SITE PLAN REVIEW 4-26-23 Plans Reviewed by RF- approved. TRC & PL BD. (JUNE 21,2023) 6-27-23 owner paid for all tap fees \$45,000 6-29-23 rec'd updated plans 8-1-23 rec'd revised plan 8-8-23 Pl. Bd to review Dev. Agreement for Kimball Landing 9-11-23 BD ALD. Pub. Hearing for Dev. Agreement- APPROVED 9-27-23 DEV. AGREEMENT SIGNATURE BY DEV. 10-18-23 CONSTR. PLANS REC'D. 10-18-23 PAYMENT OF \$325PARTIAL CONSTR PLAN REVW 10-18-23 PAYMENT OF \$680 (8 TWNHMS- zoning permit)</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 6, Item 6.1

				<p>10-19-23 RFLOWE REVIEWED. NEED UPDATED BU ELEVATIONS TO CURRENT PLAN.</p> <p>10-24-23 DEVELOPER AWARE OF PLANS NEEDED.</p> <p>10-26-23 UPDATE CONST. PLANS REC'D</p> <p>10-26-23 PAYMENT OF \$627- REMAINDER OF CONST REVW FEES PD.</p> <p>11-29-23 PRE-CONST MTG</p> <p>11-29-23 PLANS APPROVED FOR CONSTRUCTION</p> <p>11-30-23 PERMIT ISSUED FOR SITE WORK</p> <p>3-13-24 BUILDING BEGINNING</p>
--	--	--	--	--

<p>SITE DEV 04-22</p> <p>RICE RD TWNHOMES</p> <p>PERMIT ISSUED 12-28-22FOR SITE DEV.</p>	<p>JOURNEY CAPITAL, LLC</p> <p>ANDREW WALTZ 704-453-2700</p> <p>RICE RD TOWNHOMES</p> <p>ACTIVE FOR REVIEWS</p>	<p>221 E RICE STREET</p>	<p>TOWNHOMES</p>	<p>1-12-22 MTG R FLOWE</p> <p>PAYMENTS: 5-11-22: \$325, 5-17-22: \$1,812</p> <p>6-21-22 TRC MTG TO REVIEW</p> <p>PLAN- Location: IN map cage</p> <p>8-10-22 PL. BD REV. -DEV/ENGINEER NEED TO MEET TO DISCUSS WITH R FLOWE</p> <p>9-1-22 MTG W/FLOWE NEXT STEP: SUBMITTAL OF REVISED SITE</p> <p>11-3-22 REVISED PLANS REC'D</p> <p>11-8-22 PL BD OVERVIEW</p> <p>11-22-22 TRC COMMENTS COMPLETE</p> <p>11-30-22 PLANS W/COMMENTS READY FOR P/UP</p> <p>12-5-22 plans p/up by developer for review/revisions</p> <p>12-13-22 REC'D REVISED PLANS</p> <p>12-15-22 PLANS REVIEWD BY RFLOWE APPROVED AS NOTED READY FOR PICK UP (EMAILED)</p> <p>12-19-22 PICKED UP by developer</p> <p>12-19-22 rec'd zoning permit appl by email.</p> <p>12-28-22 rec'd address from county</p> <p>12-28-22 issued zoning permit # ZN-22-81</p> <p>4-18-23 Rec'd 1 new page to plans.</p> <p>4-26-23 RF review, waiting on stormwater review, still need correct buildings sheet.</p> <p>5-2-23 STORMWATER REVIEWED</p> <p>5-3-23 Emailed screenshot of comments- Waiting on corrected buildings sheet.</p> <p>5-16-23 REC'D 2 COMPLETE SET OF PLANS</p> <p>5-16-23 PLANS APPROVED –DEV. To p/up NEXT STEP: PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM</p> <p>5-19-23 PLANS P/UP</p>
--	---	---------------------------------	------------------	---

<p>#04-22 RICE ST. TWNHMS CONT.</p>			<p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements</p> <p>6-6-23 Const. Admin Fees Pd: \$1,180.50</p> <p>6-30-23 UPDATED PLANS REVIEWED-APPROVED</p> <p>7-6-23 REC'D MATERIALS LIST</p> <p>SITE DEV # 04-22 RICE STREET TOWNHOMES CONT.</p> <p>REVIEW OF W/S, BLDG ELEVATION</p> <p>FEES PD:</p> <p>PREL PLAT \$450, SKETCH PLAN \$100, UNITS \$100</p> <p>SITE WORK ACTIVE</p> <p>10-11-23 REC'D UTILITY AS BUILTS</p> <p>10-16-23 PLANS ACCEPTED BY RFLOWE</p> <p>10-17-23 EMAILED DEV. READY FOR PICK UP</p> <p>10-18-23 FINAL PLAT- MYLAR REC'D</p> <p>10-19-23 R FLOWE SIGNED PLAT</p> <p>10-25-23 ENGINEER W.WEBB REVIEWING FOR SIGNATURE</p> <p>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</p> <p>11-8-23 Rec'd mylar – waiting on State permits</p> <p>11-16-23 mtg w/state rep re approvals</p> <p>11-20-23 application submitted with NCDEQ</p> <p>11-21-23 REC'D \$350 FINAL PLAT FEE</p> <p>2-7-24 REC'D PERMIT FEES FOR 10 TOWNHOMES (10X\$50)</p> <p>2-8-24 PER UNIT FEES PD FOR 10 TOWNHMS (10 X \$35)</p> <p>2-8-24 PERMIT ISSUED FOR 5 TOWNHMS</p> <p>2-14-24 Rec'd NCDEQ permit to construct water system.</p> <p>2-21-24 NCDEQ permit to construct wastewater system.</p> <p>3-27-24 VIOLATION NOTICE TO DEVELOPER</p>
---	--	--	--

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

Permit #	Date	Name	Job Address	Permit Use
ZN-24-01	01-03-24	NIBLOCK	2411 CALLAGHAN CT	NEW SFR
ZN-24-02	01-09-24	JAMES/PAR 3	112 N CENTRAL AVE #ZN-23-40 REVISED.W/TOWN AGREEMENT – ADDITION	
ZN-24-03	01-10-24	TARLTON	109 S CORRELL ST	ACCESS. BLDG
ZN-24-04	01-10-24	ADKINS	400 N BEAVER ST	NEW DECK
ZN-24-05	01-11-24	LESARGE	510 N CENTRAL AVE	FENCE
ZN-24-06	01-11-24	ROBLES	212 W LIMITS ST	NEW SFR
ZN-24-07	01-17-24	TRINITY LUTHERAN	108 W RICE ST	NEW SIGN
ZN-24-08	01-23-24	SOTELO	1020 LINN ST	REMODEL & ADDITION
ZN-24-09	02-07-24	NIBLOCK	959 TAMARY WAY	NEW SFR
ZVL-24-01	02-07-24	PZR.COM	OLD BEATTY FORD RD PROJ.	ZONING VERIF. LETTER
ZN-24-10	02-08-24	RUTLEDGE	503 S CENTRAL AVE	REMODEL
ZN-24-11	02-08-24	JOURNEY CAP	207 E RICE ST	TOWNHOME
ZN-24-12	02-08-24	JOURNEY CAP	209 E RICE ST	TOWNHOME
ZN-24-13	02-08-24	JOURNEY CAP	211 E RICE ST	TOWNHOME
ZN-24-14	02-08-24	JOURNEY CAP	215 E RICE ST	TOWNHOME
ZN-24-15	02-08-24	JOURNEY CAP	219 E RICE ST	TOWNHOME
ZVL-24-02	02-14-24	STANDARD TITLE	PARKDALE MILL PROP	ZONING VERIF. LETTER
ZN-24-16	02-15-24	NIBLOCK	1060 IRISH CREEK DR	NEW SFR
ZN-24-17	02-27-24	EASTER	503 WINDWARD LN	ACCESS.- DECK
ZN-24-18	03-07-24	REAUME	115 W GARDEN ST	NEW BUSINESS
ZN-24-19	03-21-24	CAROLINA BUILDERS	220 W LIMITS ST	NEW SFR
ZN-24-20	03-27-24	KRAVICE	703 S MAIN ST	FENCE

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
MINIMUM HOUSING			
HC-20-02	property near intersection of East Ryder Avenue and Coldwater Street	Villas at Landis Development LLC (new owners)	abandoned dilapidated mobile office or classroom structures. Notice issued and have spoken with one of the partners arranging for the demolition and removal. Will follow up with him again.
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 with warrants 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 with warrants soon..
HC-24-03	201 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-04	202 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-05	203 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-06	205 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-07	206 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-08	207 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
HC-24-09	209 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-10	210 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-11	211 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-12	212 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-13	214 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-14	215 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-15	216 Everhart Avenue	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants 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 with warrants soon..
HC-24-17	807 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants soon..
HC-24-18	809 North Zion Street	Mary Gray Hilton Heirs	Abandoned substandard housing and nuisance conditions. Research completed, will schedule inspection with warrants 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.
NUISANCES			

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
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-23-18a	316 North Beaver Street, accessed from North Upright	Villas at Landis Development 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. In conversation with developer. Pending abatement by the Town.
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. Pending removal by Town crew and weather. 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.

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
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 contact owner and friend. Progress continues slowly and wWill continue to monitor and conduct site visits for progress.
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. In contact with the owners for removal.
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. Notice issued and owner called. Reportedly abated, pending site visit.

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
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. Notice issued with deadline of 04-15-24.
ABANDONED-JUNKED-NUISANCE VEHICLES			
MVO-24-01	110 Upright Street	T D Enterpris Inc	multiple junked/nuisance vehicles including cars, tractor-trailers, trailers and other vehicles. Notice issued and tenant reported on 03-25-24 that all violations have been removed. Pending site visit for confirmation.
MVO-24-02	616 South Main Street	Dwayne & Arnold & Carlyin Crouch	Abandoned business with multiple junked/nuisance vehicles remaining. Notice issued with deadline of 04-01-24.
ZONING			

Case Number	Violation Address	Owner or Occupant	Status or Conditions
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.
Non-Residential Buildings			
NR-24-01	2570 South US 29 Hwy	Joseph J Rojas	Commercial building convenience store. Severe defects and dilapidation. Inspection scheduled for 04-02-24 @ 1:30.
NR-24-02	616 South Main Street	Dwayne & Arnold & Carlyin Crouch	Commercial building Auto Repair shop abandoned. Severe defects and dilapidation. Inspection scheduled for 04-02-24 @ 10:00.



Item Cover Page

MEETING TYPE Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Jeneen McMillen, Finance Director

ITEM TYPE: Report

AGENDA SECTION: Reports

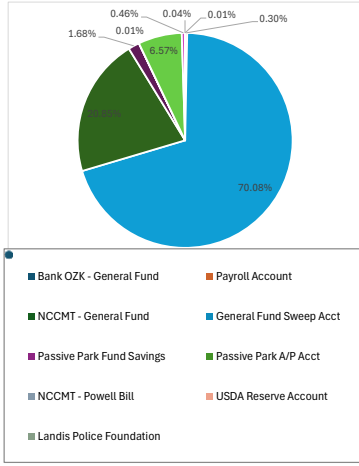
SUBJECT: **Financial Dashboard**

DETAILS:

Town of Landis
FY 23 Monthly Summary
March 2024

2/25/24 - 3/25/24

Operating Budget Revenues	Budgeted FY23-24	March	FY 23-24 YTD	%
Annual Sales Tax from Rowan County	-	17,475	26,145	0%
Property Tax - Current (Monthly)	2,127,862	165,731	2,077,675	98%
Tax Collection - Prior Years (Monthly)	35,000	2,137	20,056	57%
Vehicle Interest	1,400	197	1,351	97%
Interest and Penalties	10,000	762	4,121	41%
Property Tax Auto - Current (Monthly)	212,977	20,321	147,023	69%
Vehicle Tag Fee	63,000	6,340	44,980	71%
Building Rental Fees	7,200	1,175	7,575	105%
Sponsorships	1,500	-	225	15%
Interest on Investments	57,000	17,441	54,688	96%
Interest on Investments - Powell Bill	-	2,904	13,211	0%
Miscellaneous Income	-	-	-	0%
Police Fees & Fines	780	86	557	71%
First Responder	1,320	-	440	33%
Excise Tax on Piped Gas	10,500	1,434	4,971	47%
Franchise Tax on Electric PO	273,000	68,219	216,876	79%
Sales Tax on Telecommunications	10,500	2,367	6,501	62%
Sales Tax on Video Programming	9,100	2,303	7,234	79%
Local Government Sales and Use Tax	990,000	123,237	557,264	56%
Powell Bill Revenues	117,500	-	131,310	112%
ABC Revenue - County	14,000	-	12,116	87%
Court Cost	400	-	63	16%
EMT Monies from Rowan County	-	-	810	0%
Planning/Zoning Fees	50,000	375	55,461	111%
Garbage Collection Fees	305,000	27,203	197,901	65%
Resource Officer Reimburse	175,000	-	162,077	93%
EMS Utility Reimbursement	7,500	110	2,840	38%
ABC Profits - State	14,000	-	-	0%
Solid Waste Disposal Tax	1,800	-	2,840	158%
East Landis Property Tax	25,000	4,167	34,182	137%
East Landis Tax - Prior Years	200	8	10	5%
East Landis Penalties and Interest	2,000	8	1,170	59%
East Landis - Motor Vehicles	3,500	436	3,358	96%
Sale of Fixed & Surplus Assets	11,500	-	1,925	17%
Fund Balance Appropriated	637,486	-	-	0%
Administrative Service Charges	725,331	60,444	362,665	50%
Park Revenues	128,100	4,193	90,844	71%
Water Service	1,100,000	84,124	707,514	64%
Construction Services - Water	-	-	1,850	0%
Interest on Investments	6,888	6,421	31,089	451%
Miscellaneous Income	-	-	4,342	0%
Tap Fees - Water	48,000	-	32,500	68%
Insurance Proceeds	-	-	3,314	0%
East Landis Water	-	-	-	0%
Sewer Service Fees	993,000	84,211	637,591	64%
Sewer Impact Fees	-	-	11,872	0%
Tap Fees	30,000	-	25,936	86%
Stormwater Fees	115,000	9,680	72,753	63%
Interest on Investments - Stormwater	1,200	206	1,070	89%
Construction Services - Electric	3,000	-	-	0%
Electricity Fees	5,900,000	512,525	3,801,019	64%
Penalties - Electric	70,000	12,485	66,782	95%
Reconnect Fees	65,000	300	25,095	39%
Meter Tampering Fees	-	-	800	0%
Pole Attachments	8,000	-	354	4%
Interest on Investments - Electric	20,000	6,841	32,550	163%
Miscellaneous Income	1,500	-	-	0%
Underground Service	-	-	350	0%
Payment Return Fees	2,000	90	2,040	102%
Sale of Scrap Metal	-	-	714	0%
Debt Setoff	1,500	-	3,249	217%
Sales Tax Refund	50,000	-	-	0%
Sale of Surplus Assets - Electric	-	-	3,580	0%
Retained Earnings Appropriated - Electric	136,181	-	-	0%
TOTAL	14,580,725	1,245,956	9,716,829	67%



Operating Budget Expenditures	Budgeted FY24	March	FY24 YTD	%
Administration	\$1,677,329	\$80,362	\$841,464	50%
Police Department	\$1,417,717	\$84,624	\$828,849	58%
Fire Department	\$920,560	\$64,441	\$772,759	84%
Streets Department	\$995,140	\$54,989	\$628,022	63%
Sanitation Department	\$428,500	\$20,924	\$178,381	42%
Parks and Recreation	\$479,073	\$23,549	\$312,857	65%
Electric Department	\$6,287,181	\$368,052	\$4,175,006	66%
Water Department	\$882,000	\$75,725	\$537,769	61%
Sewer Department	\$1,018,000	\$90,804	\$701,046	69%
Storm Water Department	\$116,200	\$4,146	\$43,617	38%
Debt Service - Muni Loan/Copiers	\$60,025	\$798	\$55,317	92%
Debt Service - USDA Bonds/Sewer	\$299,000	\$0	\$57,052	19%
Total Expenditures	\$14,580,725	\$868,414	\$9,132,139	63%

Capital Improvement Plan	Budgeted	March	FY24	%
<i>Year-To-Date Capital Expenditures</i>				
Total Revenues	\$0.00	\$0.00	\$0.00	100%
Total Expenditures	\$0.00	\$0.00	\$0.00	100%

Landis Police Foundation	Budgeted	March	FY24	%
Total Revenues	\$15,000.00	\$250.00	\$250.00	2%
Total Expenditures	\$15,000.00	\$0.00	\$6,351.00	42%

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

Passive Park Buyout / Trans to Gen Fund	\$0.00	\$0.00	\$0.00	0%
Supplies	\$0.00	\$0.00	\$0.00	0%
Purchased Services	\$3,750.00	\$0.00	\$0.00	0%
Professional Fees	\$50,000.00	\$0.00	\$0.00	0%
Total Expenditures	\$53,750.00	\$0.00	\$0.00	0%





Item Cover Page

MEETING TYPE Board of Alderman

DATE: April 8, 2024

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Report

AGENDA SECTION: Reports

SUBJECT: **Managers Report**

DETAILS:



Town Manager Report Month of March 2024

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

1. The Town is moving forward with our downtown revitalization plan by identifying new plants to install to beautify the grass area nearest the tracks on North and South Central. The new globes uptown have already been installed using these funds.
2. The budget process is in full swing, so the Finance staff and I are working to prepare the budget for Fiscal Year 25.
3. I attended the Landis First United Methodist Church Community Meeting to speak about their concerns regarding the homeless population.
4. I met with DC and Frances Linn Park Committee regarding the next steps for funding the park construction. The current funds which are in the DC and Frances Linn account are for the maintenance of the park once it is created. This is so neither the maintenance, nor the construction of the park will initially fall on the citizen tax dollar.
5. Reimbursement funds, from the tornado in August 2023, have been filed. We are expecting those funds to be returned to the Town within the next couple of months. This reimbursement will cover all electric material, all personnel who worked during the storm, and the street debris clean up.
6. 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.
7. 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.
8. 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 May 2024 meeting. This will include roadways that have been recommended for repair, through the last SEPI review.
9. 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.
10. 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.

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

Thank you,

Michael D. Ambrose

Michael D. Ambrose

Section 7, Item 7.1

2024 MAY

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

JUNE

NOTE

COMMUNITY EVENTS

2023-2024

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



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

152