



BOARD OF ALDERMAN

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

AGENDA

PLEASE SILENCE ALL CELL PHONES

1. INTRODUCTION:

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

2. CONSENT AGENDA:

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

REQUESTED ACTION: Motion to Approve Consent Agenda as presented

- [2.1](#) Consider Approval of the Minutes From the January 13, 2025 Board of Alderman Meeting
- [2.2](#) Consider Approval of the Fire Department Applying for the Firehouse Subs Public Safety Grant to Purchase Fire Hose for Engine 441 and the Reserve Apparatus
- [2.3](#) Consider Approval of the Police Department Applying for the Firehouse Subs Grant for 12 Rifle Plates and Carriers

3. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

- 3.1 Citizens' Comments

4. ORDINANCES/RESOLUTIONS:

- [4.1](#) Consider Approval of Setting a Public Hearing for March 17, 2025 for Zoning Map Amendment ZMA-2025-03-17-02 Parcel #130 045 - Mt. Moriah Church Road - SFR-2 to SFR-3
- [4.2](#) Consider Approval of Setting a Public Hearing for March 17, 2025 for the Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)
- [4.3](#) Consider Approval of Selling Surplus Town Property -W. Taylor St. - Parcel #107 05601 (Project 25-79) and Corresponding Resolution 2025-02-10-03 Authorizing the Advertisement of an Offer to Purchase Certain Property
- [4.4](#) Consider Approval of Setting a Public Hearing for the Reciprocal Agreement for Water & Sewer Connection with the City of Kannapolis for March 17, 2025
- [4.5](#) Consider Approval of Setting the Public Hearing for the Irish Creek Development Agreement with the City of Kannapolis and Annexation for March 17, 2025

5. CONSIDERATIONS:

- [5.1](#) Consider Motion to Enter Closed Session Pursuant to N.C.G.S.143-318.11(a)(3) For Attorney Client Privilege Regarding Legal Claims
- [5.2](#) Consider Approval of Relocating the Historical Structures Within the Future DC & Frances Linn Park (Project 25-21)
- [5.3](#) Consider Approval to Award the Town-wide Street Sign Replacement Project Bid (Project 25-70)
- [5.4](#) Consider Approval to Award the Remodeling the Fire Department Shower at Station 44 Project Bid (Project 25-53) and Corresponding Budget Amendment #19
- [5.5](#) Consider Approval to Award the Code Enforcement Contract Bid
- [5.6](#) Consider Approval to Award the Town Wide Seasonal Banners Project Bid (Project 25-06)
- [5.7](#) Consider Approval of Discussion Regarding the Old Landis High School Building (Project 25-84)
- [5.8](#) Consider Discussion of Town Hall Roof Warranty and Painting Update (Project 25-58)

6. OLD BUSINESS:

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

7. REPORTS:

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

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

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

8. UPCOMING EVENTS:

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

9. CLOSING:

9.1 Board Comments

9.2 Motion to Adjourn



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Meeting Minutes from January 13, 2025,
Board of Alderman Meeting**

DETAILS:



BOARD OF ALDERMAN

Monday, January 13, 2025, at 6:00 PM

Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

Members Absent: Mayor Pro-Tem Ashley Stewart

Staff Present: Town Manager Michael Ambrose, HR Director/Town Clerk Madison Stegall, Deputy Town Clerk Maddalyn Shuffler, Assistant Police Chief Kevin Young, Fire Chief Jason Smith, Public Works Director Blake Abernathy, Parks and Rec Director Jessica St. Martin, Planning, Zoning, Subdivision Administrator Phil Collins, Town Attorney Rick Locklear

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Moment of Silence and Pledge of Allegiance

Mayor Smith led those in attendance in a moment of silence and the Pledge of Allegiance.

1.4 Adoption of Agenda

ACTION: A MOTION WAS MADE TO ADOPT THE AGENDA AS PRESENTED WITH THE ADDITION OF ITEM 7.8 CONSIDER APPROVAL OF ORDINANCE #2025-13-1-4 DECLARING THE CLOSURE OF PORTIONS OF W. RICE STREET FROM S. MAIN STREET TO S. ZION STREET FOR THE LANDIS FIRETRUCK DEDICATION.

Moved by: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (3-0)

Voting for: Tony Corriher, Ryan Nelms, Darrell Overcash

2. PRESENTATIONS:

2.1 Martin Luther King, Jr. Day Proclamation

3. 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.

- 3.1 Consider Approval of Minutes from December 9, 2024, Board of Alderman Meeting
- 3.2 Consider Approval of Southeastern Consulting Engineers, Inc. as the Electrical Engineering Consultants for the New 33MW Electric Substation (Project 25-62)
- 3.3 Consider Approval of the Engineering Bid for the South Upright Pump Station Upgrade (Project 25-34)
- 3.4 Consider Approval of Budget Amendment #16 to allocate costs for the South Upright Sewer Rehabilitation Project Previously Approved (Project 25-02)
- 3.5 Consider Approval of Budget Amendment #15 to Allocate Costs for the Sewer AIA Grant Previously Approved (Project 25-03)
- 3.6 Consider Approval of Budget Amendment #3b to Reverse Budget Amendment #3 Which is No Longer Needed for the 100,000-Gallon Elevated Water Storage Tank (Project 25-05)

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

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

4. PUBLIC HEARINGS:

4.1 Consider Approval to Close E. Mills St. at E. Ryder Ave

Town Manager Michael Ambrose gave a brief overview of the area at East Mills and East Ryer Avenue. This closing was a recommendation by the NCDOT due to a safety concern with the intersection of HWY-29 and East Ryder Avenue.

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR THE CLOSING OF E. MILLS STREET AT E. RYDER AVE.

Moved By: Tony Corriher, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

Public Hearing Comments:

Jean Hilton Wrote in By Letter – 806 E Mills Drive – “I, Jean Hilton, want to cast my vote to close East Mills Drive. Thank you.”
No further comments were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR THE CLOSING OF E. MILLS STREET AT E. RYDER AVE.

Moved By: Darrell Overcash, seconded by Tony Corriher
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

ACTION: A MOTION WAS MADE TO APPROVE THE CLOSING OF E. MILLS STREET AT E. RYDER AVE ALONG WITH THE APPROVAL OF CORRESPONDING ORDINANCE #OTC-2025-01-13-3.

Moved By: Tony Corriher, seconded by Ryan Nelms
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

4.2 Consider Approval of Zoning Map Amendment ZMA-2025-01-13 Town-Owned Parcels on W. Taylor Street from CIV to SFR-1

Town Manager Michael Ambrose explained the Zoning Map Amendment for the town-owned parcels on W. Taylor Street. The Town recommends rezoning the parcels on W. Taylor Street from CIV to SFR-1, as they would fit in with the surrounding neighborhoods zoning. The Town of Landis held a neighborhood meeting on Monday, January 6th, 2025, to which several citizens stopped by and listened to the plans for these parcels and agreed with the rezoning of these parcels.

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2025-01-13 TOWN-OWNED PARCELS ON W. TAYLOR STREET FROM CIV TO SFR-1.

Moved By: Darrell Overcash, seconded by Tony Corriher
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

No comments were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2025-01-13 TOWN-OWNED PARCELS ON W. TAYLOR STREET FROM CIV TO SFR-1.

Moved By: Darrell Overcash, seconded by Tony Corriher
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

ACTION: A MOTION WAS MADE TO APPROVE ORDINANCE #ZMA-2025-01-13 TO CHANGE THE ZONING OF TOWN-OWNED PARCELS ON W. TAYLOR STREET FROM CIV TO SFR-1.

Moved By: Ryan Nelms, seconded by Darrell Overcash
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

5. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

5.1 Citizens' Comments

- **Nadine Cherry – 410 W. Garden St.** – “I would like to know if there is any new information on the Mount Moriah Church Road apartment fires that you are allowed to speak about. It seems like we the tax paying citizens are the last ones to find out about anything that happens in this Town. Maybe even the Parkdale Plant 23 will eventually be bought by the Town. I know for a long time this has been talked about by the Planning Board. If I have any time left, I would like to let Gary Martin have the rest of my time. Thanks.”
- **Gary Martin – 301 S. Central Ave** – Mr. Gary Martin explained his concern over how agreements are given for utility bills. Mr. Martin communicated his worries about the Mayor not paying her utility bills or instances where agreements/extensions were given from the Town Manager to the Mayor more frequently than allowed.
Town Manager Michael Ambrose explained that there has been an investigation completed by the State into this matter. The claims of frequent extensions and non-payment of utilities by the Mayor were proved unfounded.
- **Joseph Keller – 5830 Wright Rd.** – Mr. Joseph Keller expressed his great experiences with the Town of Landis and Town Manager Michael Ambrose. Keller complimented Mr. Ambrose on his financial background and the ease that comes with working with Mr. Ambrose and the Town.
- **Glenn Corriher – 250 Mt Moriah Church Rd.** – Mr. Glenn Corriher stated that he is impressed with the work from the State that is currently happening as they set a new gas line through his and many other neighbor's yards. He also expressed a need for more jobs throughout the Town of Landis and more specifically full-time positions in the Parks and Recreation Department.

6. ORDINANCES/RESOLUTIONS:

6.1 Consider Approval of the Amendment to Capital Project Ordinance #CPO-2024-12-09 for the Mount Moriah Waterline Project (Project 25-04) and Corresponding Budget Amendment #17

Town Manager Michael Ambrose gave a brief explanation of the Amendment to Capital Project Ordinance #CPO-2024-12-09 and the corresponding Budget Amendment and Resolution of Tentative Award. Mr. Ambrose explained that the Capital Project Ordinance is to accept and allocate the NC State ARPA Funding in amount of \$2,375,119.00, and local town funding in the amount of \$44,728.02, to fund the Mount Moriah/W Ryder Water Line project. This project will replace the water lines from W Ryder Avenue, down Mount Moriah Church Road to Kimball Loop.

ACTION: A MOTION WAS MADE TO APPROVE THE AMENDMENT TO CAPITAL PROJECT ORDINANCE #CPO-2024-12-09.

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

ACTION: A MOTION WAS MADE TO APPROVE BUDGET AMENDMENT #17.

Moved By: Darrell Overcash, seconded by Tony Corriher
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

ACTION: A MOTION WAS MADE TO APPROVE THE AMENDED RESOLUTION OF TENTATIVE AWARD #2024-12-09.

Moved By: Darrell Overcash, seconded by Tony Corriher
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7. CONSIDERATIONS:

7.1 Consider Discussion of Interim Finance Director Position

Town Manager Michael Ambrose explained our need for an Interim Finance Director. Manager Ambrose explained that the Town currently has a vacant Finance Director Position and recommended that until a qualified applicant joins the Towns staff, as Town Manager, he steps in as Interim Finance Director.

Mayor Smith asked for clarification on where the Town has posted the Finance Director position and how soon we are planning on filling the position.

Human Resources Director Madison Stegall explained that the Finance Director position has been posted to the Towns website, Indeed, and to the NCLM Job Board.

Manager Ambrose included that he hopes for the position to be filled within 90 days of posting, including having all background checks done within that time period.

ACTION: A MOTION WAS MADE TO APPROVE THE TOWN MANAGER AS FINANCE DIRECTOR ALONG WITH INTERIM PAY INCENTIVE OF 10%.

Moved By: Tony Corriher, seconded by Darrell Overcash
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7.2 Consider Approval of Two Public Works Vehicles to be purchased from the State Contract Pricing

Public Works Director Blake Abernathy gave a brief overview of the 2025 Chevrolet Silverado and 2025 Ford F-150 SuperCrew that are needed for the Public Works Department. The 2025 Chevrolet Silverado Custom from Modern Chevrolet will be for the Public Works Director for \$46,545.00. This vehicle will be used for meeting with contractors, conducting site inspections, helping as needed with outages, and moving materials as needed. The 2025 Ford F-150 SuperCrew from Hendersonville Ford will be for the Electric Crew in the amount of \$41,469.00 This truck will replace truck #33, which is the same make and model, it will be utilized for call out purposes and daily task around town. This truck will also be utilized by the proposed meter technician position.

ACTION: A MOTION WAS MADE TO APPROVE THE PURCHASE OF 2 PUBLIC WORKS VEHICLES PURCHASED FROM THE STATE CONTRACT PRICING IN THE AMOUNT OF \$46,545 FROM MODERN CHEVROLET AND \$41,469 FROM HENDERSONVILLE FORD.

Moved By: Tony Corriher, seconded by Ryan Nelms
Motion Passed: (3-0)
Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7.3 Consider Approval to Award the Landis Ridge Electric Material Bid (Project 25-71)

Public Works Director Blake Abernathy gave a brief overview of the Landis Ridge Electric Material Bid. Stating that Landis Ridge has decided to use Landis Power as their electric provider for one of their buildings that are currently under construction (Building 2 Phase 1). The Town will be accessing this property off of Dial Street in Landis, it will be an overhead line build and be converted in the conversion that the public works department is currently working on. Director Abernathy explained that due to the size of the project the Town sent out for bids in 5 different schedules since most vendors do not carry all of the materials needed. The Town received bids from 8 suppliers and each item was evaluated on specifications, cost, and delivery. Schedule I is for three transformers, Schedule II is for the 1/0 primary wire and associated copper wire needed in transformers, Schedule III is for the terminations of the primary wire both overhead and transformer connections. Schedule IV is for two junction boxes which will allow for additional services to be energized, and Schedule V Miscellaneous Materials are for items such as ditch tape, conduit, straps, dead end shoes, and switches. Director Abernathy made the recommendation for each schedule as follows: Schedule I - Padmounted Transformers, from TEMA, in the amount of \$55,236.00 with a lead time of 30 weeks, Schedule II - Conductors, from Border States in the amount of \$39,200.00 using stocked material, Schedule III - Connectors & Terminators, from Border States in the amount of \$7,614.00 using stocked material, Schedule IV - Junction Boxes, from Border States in the amount of \$4,988.00, and Schedule V Miscellaneous Material, from WESCO in the amount of \$2,580.18.

ACTION: A MOTION WAS MADE TO AWARD THE LANDIS RIDGE ELECTRIC MATERIAL BID SCHEDULES I-V AS FOLLOWS: SCHEDULE I FROM TEMA IN THE AMOUNT OF \$55,236.00, SCHEDULE II FROM BORDER STATES IN THE AMOUNT OF \$39,200.00, SCHEDULE III FROM BORDER STATES IN THE AMOUNT OF \$7,614.00, SCHEDULE IV FROM BORDER STATES IN THE AMOUNT OF \$4,988.00, AND SCHEDULE V FROM WESCO IN THE AMOUNT OF \$2,580.18.

Moved By: Tony Corriher, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7.4 Consider Approval of DC & Frances Linn Park Groundbreaking on May 2, 2025

Town Manager Michael Ambrose gave a brief explanation and timeline for the DC & Frances Linn Park Groundbreaking. The proposed date for the groundbreaking is May 2, 2025, and would kick off Love Landis Week, which is the following week, May 4-10, 2025.

ACTION: A MOTION WAS MADE TO APPROVE THE DC & FRANCES LINN PARK GROUNDBREAKING ON MAY 2, 2025 AT 12 NOON.

Moved By: Tony Corriher, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7.5 Consider Approval of 2025 Budget Retreat Dates of March 19th, 2025, and April 16th, 2025

Town Manager Michael Ambrose explained the proposed 2025 Budget Retreat dates of March 19, 2025, and April 16, 2025.

ACTION: A MOTION WAS MADE TO APPROVE THE 2025 BUDGET RETREAT DATES OF MARCH 19th, 2025, AND APRIL 16th, 2025 FROM 9:00AM – 12:00PM IN THE LANDIS BOARD ROOM.

Moved By: Tony Corriher, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7.6 Consider Approval of Adding a Water/Sewer Resources Technician Position, Meter Technician Position, and Part-Time Planning, Zoning, Subdivision Administrator Position along with Corresponding Budget Amendment #18

Town Manager Michael Ambrose gave a brief overview of the new positions along with the corresponding budget amendment. The Town of Landis met with the DEQ and from their understanding the Town has reached 5,510 residents. This puts us over 5,000 residents, meaning we now must double the amount of water testing and will also have more onsite visits from the DEQ. Manager Ambrose explained that adding this water resources technician will help the Town with larger capital projects and adding the meter technician will help with the meter tampering that has been on the rise over the past year, and ensure customers are being billed correctly. The part-time planning, zoning, and subdivision administrator position will allow the Town to bring the planning department in house and no longer contract out for these services.

ACTION: A MOTION WAS MADE TO APPROVE ADDING A WATER/SEWER RESOURCES TECHNICIAN POSITON, A METER TECHNICIAN POSITION, AND A PART-TIME PLANNING, ZONING, & SUBDIVISION ADMINISTRATOR POSITION.

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

ACTION: A MOTION WAS MADE TO APPROVE THE CORRESPONDING BUDGET AMENDMENT #18.

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

Mayor Smith took a moment to return to the December 9, 2024, Board of Alderman Meeting where citizens raised questions over the ownership and maintenance of the East Landis Water System. She explained that Town Manager Michael Ambrose and Public Works Director Blake Abernathy have since met with the DEQ in regards to these questions, and were able to confirm that the Town of Landis does maintain the East Landis Water District. Mayor Smith has spoken with the Treasurer of the East Landis Water District, and they are working with the USDA to find out the amount of debt surrounding the water district. Since there is still a debt, that is why there was speculation about the ownership of the water district. Mayor Smith did confirm that the Town does maintain the water district and provides the meters and testing for the water system.

7.7 Consider Approval to Award the Lake Landis Streambank Stabilization Bid to Alliance Integrated Solutions Inc. in the amount of \$300,000 (Project 25-14)

Town Manager Michael Ambrose gave a brief overview of Lake Landis and the Streambank Stabilization Bid. He explained that this \$300,000 is State ARPA funding, there is no local dollars being contributed to this funding. The Streambank Stabilization would consist of alleviating the vegetation on our current Lake Landis Dam, in this process we would not be taking any trees or vegetation out, instead this would be stopping any new growth at the stump level so we can avoid pulling anything off of the Dam and maintain the integrity of the Dam.

ACTION: A MOTION WAS MADE TO AWARD THE LAKE LANDIS STREAMBANK STABILIZATION BID TO ALLIANCE INTEGRATED SOLUTIONS INC. IN THE AMOUNT OF \$300,000.

Moved By: Darrell Overcash, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

7.8 Consider Approval of an Ordinance Declaring the Closure of Portions of W. Rice Street from S. Main Street to S. Zion Street for the Landis Firetruck Dedication

Mayor Meredith Smith explained the proposed temporary closure of W. Rice Street from S. Main Street to S. Zion Street for the Landis Firetruck Dedication. Mayor Smith expressed her excitement that the new Engine 441 for the Landis Fire Department is ready to be placed in service. The Fire Department will be hosting their Push In Celebration on Thursday, February 6, 2025, from 5-6 PM.

ACTION: A MOTION WAS MADE TO APPROVE AN ORDINANCE DECLARING THE CLOSURE OF PORTIONS OF W. RICE STREET FROM S. MAIN STREET TO S. ZION STREET FOR THE LANDIS FIRETRUCK DEDICATION

Moved By: Tony Corriher, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

8. OLD BUSINESS:

8.1 Consider Approval of the Painting of Town Hall Roof (Project 25-58)

Town Manager Michael Ambrose gave an update on the painting of the Town Hall Roof. LaFave’s Construction has been out to examine and take pictures of the roof, those pictures have been sent to Mcelroy Metal’s Claims department, and they are doing a thorough investigation of the project condition.

Mayor Meredith Smith made the recommendation to table the item until the Town hears back from Mcelroy Metal regarding the warranty.

Discussion was had between Mayor Meredith Smith, Town Manager Michael Ambrose, Alderman Darrell Overcash, and Alderman Tony Corriher about the roofs warranty.

ACTION: A MOTION WAS MADE TO TABLE THE PAINTING OF TOWN HALL ROOF TO THE FEBRUARY 10, 2025 BOARD OF ALDERMAN MEETING

Moved By: Ryan Nelms, NO SECOND

Motion Failed: Due to lack of second

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

TABLED

Parks & Recreation Director Jessica St. Martin gave a brief explanation on where the Town is with the walking map. All routes have been approved by the Board; however, the names of both routes have not been set.

Mayor Meredith Smith explained that they do not have updated names for this meeting but can have the names together for the February 10, 2025 meeting after receiving citizens' input.

ACTION: A MOTION WAS MADE TO TABLE THE RENAMING OF THE ROUTES ON THE TOWN OF LANDIS WALKING MAP UNTIL THE FEBRUARY 10th MEETING.

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

9. REPORTS:

9.1 Departmental Reports (Included in the Board packet)

9.2 Financial Report (Included in the Board packet)

9.3 Town Manager Report (Included in the Board packet)

10. UPCOMING EVENTS:

10.1 Upcoming Events (Included in the Board packet)

- January 1st – Town Hall Closed in Observance of New Years Holiday
- January 9th – Board of Alderman Work Session Meeting at 5:30 PM
- January 13th – Board of Alderman Meeting at 6:00 PM
- January 20th – Town Hall Closed for Martin Luther King Jr Holiday
- January 21st – Planning Board Meeting at 6:00 PM
- February 5th – Senior Luncheon and Bingo at Trinity Lutheran Church 12:00PM
- February 6th – Landis Fire Department Push-In Celebration for New Firetruck 5:00 PM-6:00 PM
- February 6th – Board of Alderman Work Session Meeting at 6:00 PM
- February 10th – Board of Alderman Meeting at 6:00 PM
- February 18th – Planning Board Meeting at 6:00 PM

11. CLOSING:

11.1 Board Comments

Town Manager Michael Ambrose gave an update on the Towns Paving project. He explained he has met with our paving contractors and confirmed the paving should begin around March or April this year.

Mayor Meredith Smith explained that she has received many compliments for the Towns work on the North and South-Central Downtown revitalization that is currently going on. Both citizens and business owners have commented on the great work being done by the Town.

11.2 Motion to Adjourn

ACTION: A MOTION WAS MADE TO AJORN AT 6:54 PM.

Moved By: Darrell Overcash, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Tony Corriher, Ryan Nelms, Darrell Overcash

Respectfully Submitted,

Madison T. Stegall, Town Clerk

DRAFT



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Jason Smith

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

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

DETAILS:

The Fire Department would like to apply for the Firehouse Subs Public Safety Grant, in order to procure new fire hose. Firehouse Subs Public Safety Foundation donates to public safety departments across the country. This organization has given over 92 million dollars in funds to 6,745 public safety agencies. They provide equipment such as PPE, AED's, thermal imaging cameras, hose, and other essential equipment needed by departments.

The department is requesting a grant in the amount of \$20,400 dollars for the purchase of new fire hose. This would be Mercedes ExoMetro Hose, in the length of 2000 feet of 1.75" attack line, and another 2000 feet of 2.5" attack line. This hose would replace older hose on our reserve apparatus. This is a 100% funded grant, and does not require a match on the Town's behalf.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Matthew Geelen, Chief of Police

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

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

DETAILS:

Consider the approval of the application for the Firehouse Subs Grant for 12 rifle plates and carriers. This grant contains one-hundred (100%) percent funding, which will allow us to obtain essential protective equipment for our officers at no cost to the town. By securing these rifle plates and carriers, the department will ensure that our personnel are equipped with the necessary gear for safe and effective operations while responding to potentially hazardous situations. The cost of the rifle plates, and the amount requested from the grant will be \$ 9,941.32.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

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

ITEM TYPE: Ordinance

AGENDA SECTION: Ordinances/ Resolutions

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

DETAILS:

Consider Zoning Map Amendment ZMA- 2025-03-17-2 - Mt. Moriah Church Road - SFR-2 to SFR-3

- 1. Overview From Staff
- 2. Ordinance #ZMA 2025-03-17-2 Calling for Public Hearing (Action Needed)

Ordinance #ZMA-2025-03-17-2

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

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

Part 1. Consistency with Adopted Comprehensive Plan.

The Board of Aldermen finds that a zoning map amendment to the property of Town of Landis, being the owner(s) of the certain land areas hereinafter described as Rowan County Tax Parcel ID 130 045 and further described in Attachment "A" attached hereto, establishing a zoning designation in accordance with G.S 160D-604(b) of "Single Family Residential-3" (SFR-3) is consistent with the Town's 2040 Comprehensive Land Use Plan (the Plan) Future Land Use Map, as required by G.S. 160D-605(a) in that it lies within an area surrounded by residential neighborhood homes designation of both the adopted Future Land Use Map contained within the Plan and the current Official Zoning Map.

Part 2. Statement of Reasonableness.

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

Part 3. Designation of Zoning Designation.

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

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

The Board of Aldermen further ordains the property consisting of Rowan County Parcel ID 045 described in Attachment "A" attached hereto shall be designated in the "Neighborhood" future land use category, in accordance with G.S. 160D-605(a) upon the Future Land Use Map in the Plan.

Part 5. Effective Date.

This Ordinance shall be effective immediately upon its adoption.

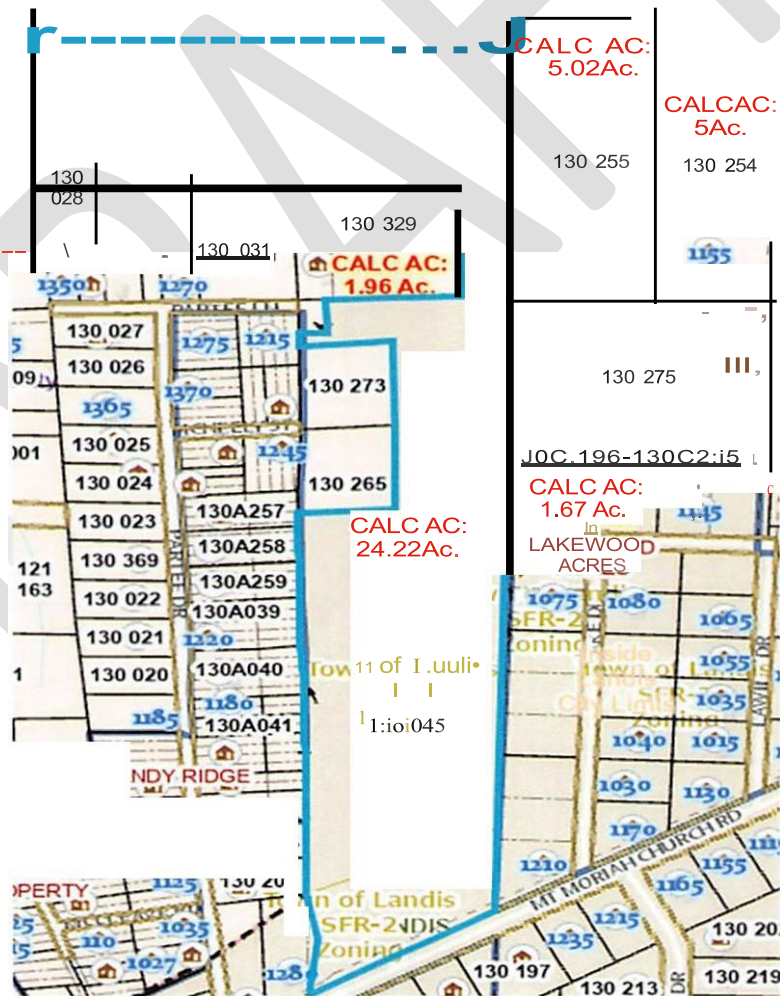
Adopted on this 17th day of March 2025.

S _____
Meredith Bare Smith, Mayor

_____ **Maddison Stegall, Town Clerk**

Attachment "A"

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





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

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

ITEM TYPE: Resolutions

AGENDA SECTION: Ordinances/Resolutions

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

DETAILS:

- Annexation Initiation - Monroy Parcel
1. Overview from Staff
 2. Resolution #2025-02-10-1
 3. Presentation of Clerk's Certification
 4. Resolution #2025-02-10-2 Calling for Concurrent Public Hearing (Action Needed)



MEMORANDUM

Town of Landis, N.C.

To: Mayor and Board of Aldermen

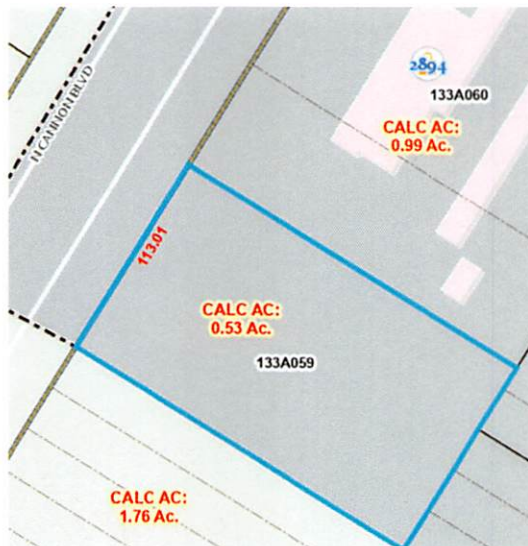
Date: February 10, 2025

From: Phil Collins, Planning Director

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

Background

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



FINDINGS AND CONCLUSIONS

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

FISCAL IMPACT

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

RECOMMENDATION FOR ACTION ON ANNEXATION & ZONING

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

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

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

ADDITIONAL STEPS BEFORE AND BETWEEN TOWN BOARD MEETINGS

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

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

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

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

FINAL STEPS FOLLOWING ANNEXATION AND ZONING

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

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



312 SOUTH MAIN STREET
LANDIS NC 28088

PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 12/18/2024

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

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

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

Property Identification Number 133A059

Property Address (if established) O N. Cannon Blvd

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

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

email- angelstructuralbuilders@gmail.com

Drawing No. **EXCEPTION PLAT/COMBINATION SURVEY**
 For **B. B. E. INC.**
 Prepared For: **B. B. E. INC.**
 City: **CHINA GROVE TOWNSHIP**
 County: **ROWAN COUNTY**
 North Carolina
 Tax Map: **133-A** Parcel: **0591060**
 File Number: **5625-23-2795** Date: See Drawing
 Total Area: **AREA = 1.329 ACRES**
 Precision: **1/10,000** Angular Error: **25"/DJ ANGLES**
 Error adjusted by **LEAST SQUARES** Final Book: **Page 001**
 Field Survey Date: **SEPTEMBER 25, 2000** Drawing Date: **OCTOBER 10, 2000**
 PSD FILE: **0007.PSD** Job Number: **2000-0007.mxd**
 DWG FILE: **0007MWDWG**



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

Norman Grey Ribelin
 Registration Number L-2674 SURVEYOR

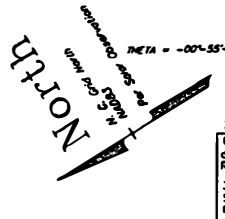
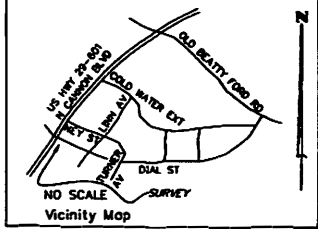
Line	Bearing	Distance
#1-#4	N 5°-42'-30" W	12.15'
#4-#10	N 58°-44'-30" W	130.27'
#10-#15	N 75°-14'-25" W	48.40'
#15-#12	S 40°-21'-35" W	118.28'
#12-#11	S 31°-44'-40" W	238.05'
#11-#10	N 63°-14'-55" E	33.75'

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

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

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

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

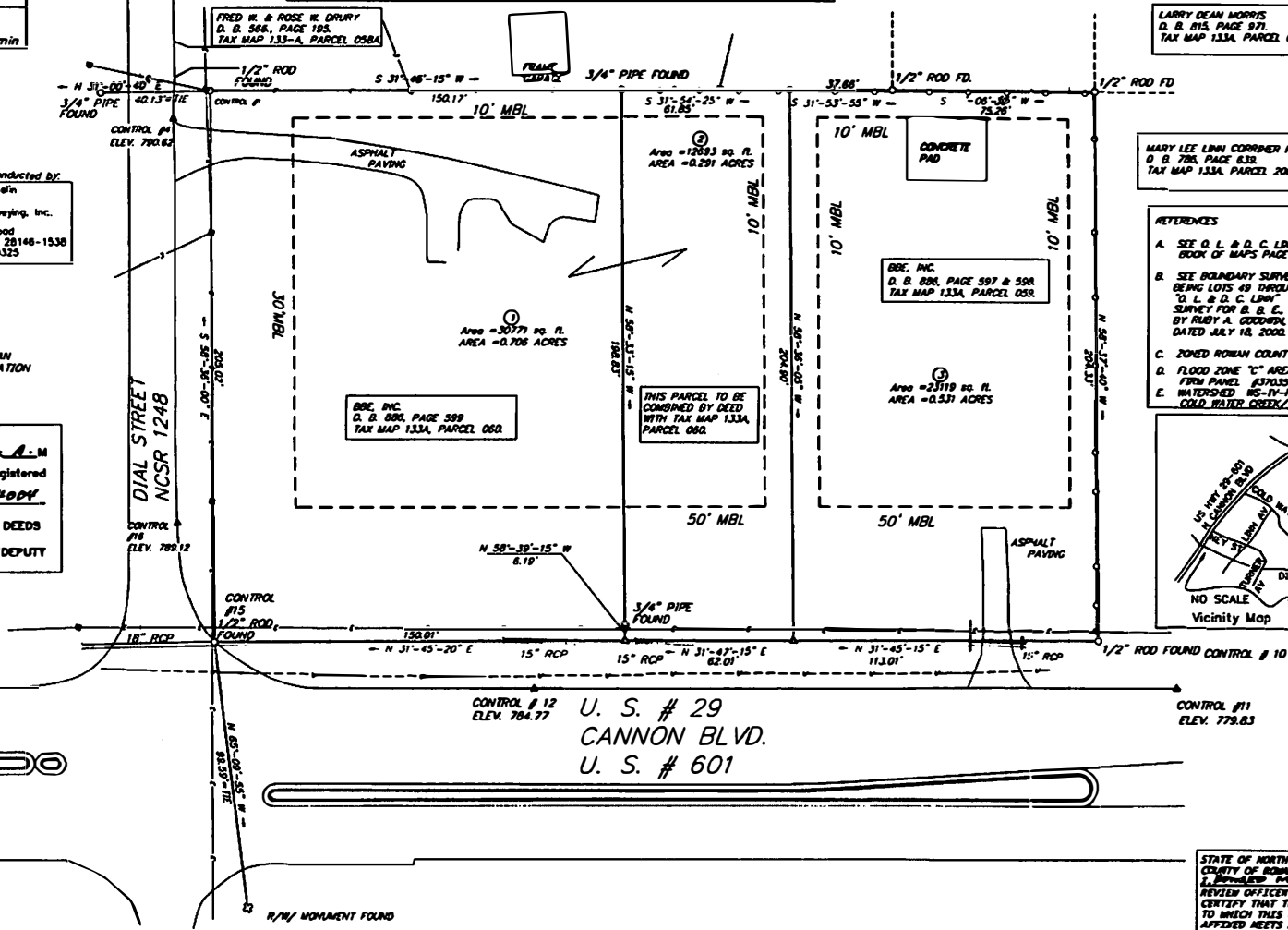


This survey is conducted by:
Norman Grey Ribelin
 Ribelin Land Surveying, Inc.
 333 Montrose Road
 Salisbury, N. C. 28146-1538
 Ph (704) 833-0325

NO GEODETIC CONTROL WITHIN 2000' OF PROJECT.

ELEVATIONS BASED ON PIERSON & WHITMAN PROJECT WITH SPIKE IN POLE AT LIGHT STATION 330' WEST OF HERE. ELEVATION 775.25

ROWAN COUNTY
 Filed for registration at **9:50 o'clock A.M.** on **10/10/00** and registered in **Map Book 995** Page **4004**
BOBBIE M. EARNHARDT, REGISTER OF DEEDS
 BY: *Madeline Moore* ASSISTANT



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

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

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

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

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

Madeline Moore 10-10-2000
 REVIEW OFFICER DATE

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

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

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

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

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

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

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

ADOPTED this the 10th day of February 2025

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk

TOWN OF LANDIS, NORTH CAROLINA

Certification of Sufficiency of Petition of Contiguous Annexation

Date: February 10, 2025

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

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

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

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

Madison Stegall, Town Clerk

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

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

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

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

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

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

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

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

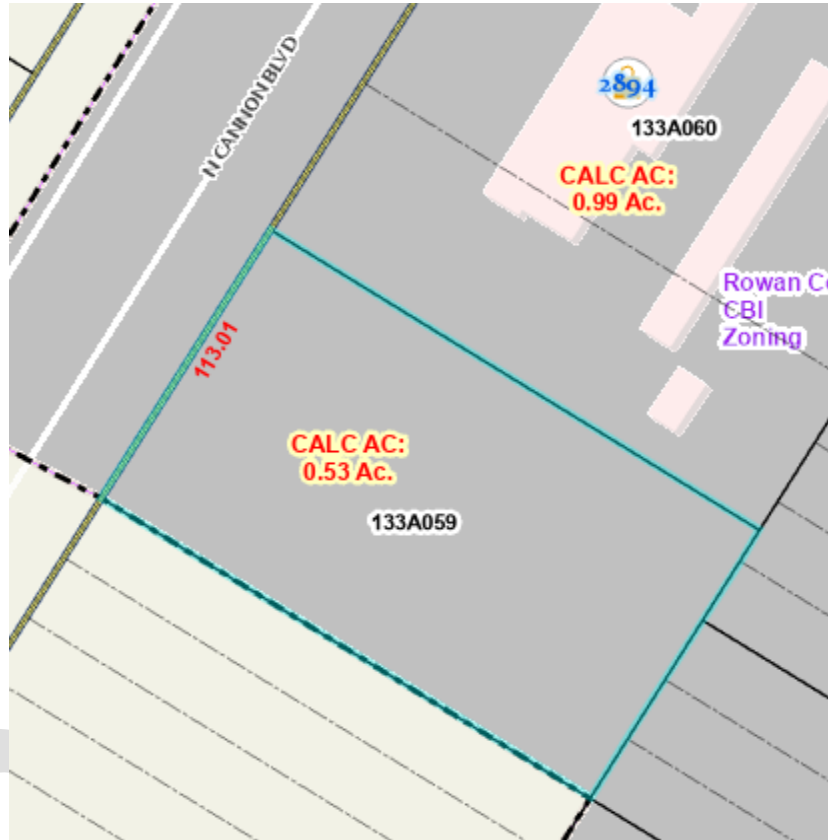
ADOPTED this 10th day of February 2025

s/ _____
Meredith Bare Smith, Mayor

s/ _____
Madison Stegall, Town Clerk

ATTACHMENT A

Location Map from Rowan County GIS showing parcel 133A059





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Resolutions

AGENDA SECTION: Ordinances/ Resolutions

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

DETAILS:

An offer was received in my office, for Parcel #107 0560, which is .34 acres located on West Taylor Street. This property is part of the D.C. and Frances Linn properties, so the proceeds will go into the D.C. and Frances Linn Park Project. This property is valued at \$1,254, and the offer is for \$14,300. If approved, this bid will be placed out for advertisement, and the upset bid process will begin following Resolution 2025-02-10-03.

Rowan C Section 4, Item 4.3

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

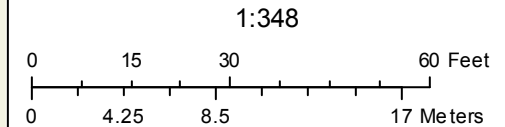
Owner Name:
LANDIS TOWN OF

Mailing Address:
PO BOX 8165

LANDIS NC 28088
Property Address:
0 TAYLOR ST

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

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



COOPERATING COMPENSATION AGREEMENT

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

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

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

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

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



North Carolina Association of REALTORS®, Inc.



STANDARD FORM 220 Revised 10/2024 © 10/2024

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

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

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

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

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

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

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


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

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

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

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

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

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



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

(d) "Purchase Price":

\$ 14,300.00
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ 14,300.00

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

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

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

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

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

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

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

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

Buyer initials ALT

Seller initials _____

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

2. BUYER'S DUE DILIGENCE PROCESS:

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

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

NOT limited to the following:

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

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

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

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

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

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

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

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

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

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

3. **BUYER REPRESENTATIONS:**

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

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

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

OR:

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

First Mortgage Loan:

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

USDA Other type: _____

_____ in the principal amount of _____.

Second Mortgage Loan:

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

Other funds:

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

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

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

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

Other Property Address: _____

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

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

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

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

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

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

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

4. BUYER OBLIGATIONS:

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

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

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

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

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
 has owned the Property for less than one year.
 does not yet own the Property.

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

Page 6 of 13

STANDARD FORM 12-T

Revised 7/2024

© 7/2024

Buyer initials ALT Seller initials _____

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Amy Lauren

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

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

6. SELLER OBLIGATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Seller shall pay:**

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

(b) **Buyer shall pay:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer initials ALT Seller initials _____

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

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

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

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

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

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

21. **REMEDIES:**

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

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

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

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

Buyer initials ALT Seller initials _____

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

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

Date: 01/11/2025

Date: _____

Buyer: Amy Lauren Talbert
Amy Lauren Talbert

Seller: _____
Town of Landis

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

Entity Seller: _____

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

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

By: _____

By: _____

Name: _____
Print Name

Name: _____
Print Name

Title: _____

Title: _____

Date: _____

Date: _____

WIRE FRAUD WARNING

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

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

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

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

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

Firm License #: C13880

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

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

Selling Agent License#: 205188

Selling Agent Phone#: (704)202-9655

Selling Agent Fax#: _____

Selling Agent E-mail: tstewartrealtor@gmail.com

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

Firm License #: _____

Mailing Address: _____

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

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

Buyer initials ALT Seller initials _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Town of Landis ("Seller")

Buyer: Amy Lauren Talbert ("Buyer")

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

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____ Firm: _____

By: _____

(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date: _____ Seller: _____

(Signature)

Town of Landis

Date: _____ Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

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

Date: _____ Firm: _____

By: _____

(Signature)

(Print name)

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

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

Date: _____ Firm: _____

Time: _____ AM PM

By: _____

(Signature)

(Print name)

RESOLUTION 2025-2-10-3

A RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN PROPERTY

WHEREAS, The Board of Aldermen of the Town of Landis, North Carolina, desires to dispose of certain surplus property of the Town; and

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

- 1. The following described property (Parcel 107 05601 West Taylor Street) is hereby declared to be surplus to the needs of the Town:

TRACT ONE: Being all of Lot No. 34 as shown on Map No. 1 of the C.A. Linn Estate as surveyed by J.D. Justice, September 1, 1939, and better described as follows: BEGINNING at a stake in the north margin of an unnamed street, the corner of Lots Nos. 34 and 35, which is a point 150 feet from the intersection of the west margin of Zion Street and north margin of said unnamed street to a stake, the southeast corner of Lot No. 33; thence the North 52 deg. 38 min. East 150 feet with the dividing line of Lots Nos. 33 and 34 to a stake, the back corner of Lots Nos. 33, 34, 38 and 39; thence South 39 deg. 35 min. East 100 feet with the back line of Lot No. 38 to a stake in the back line of Lot No. 36; thence South 52 deg. 38 min. West 150 feet with the back line of Lots Nos. 35 and 36 to a stake in the north margin of the unnamed street, the point of Beginning. (Tax Map 107, Parcel 56-1). The total acreage of the lot is .34 acres.

- 2. The Board of Aldermen has received an offer to purchase for the sum of \$14,300, for the property described above. The person making the offer must deposit with the Town Clerk a sum equal to five percent (5%) of his or her offer by certified check or cashier's check.
- 3. The Board of Aldermen proposes to accept the offer unless a qualifying upset bid shall be made.
- 4. The Town Clerk shall cause a notice of such offer to be published in accordance with G.S. 160A-269.
- 5. Persons wishing to upset the offer must submit a written bid to the Town Clerk within ten (10) days after publication of the notice. The person making the bid must deposit with the Town Clerk a sum equal to five percent (5%) of his or her offer by certified check or cashier's check. Once a qualifying upset bid has been received, that bid will become the new offer.
- 6. If a qualifying upset bid is received, the Town Clerk is directed to re-advertise the offer at the increased upset bid amount and continue with this process until a ten (10) day period has passed without receipt of a qualifying upset bid.

Adopted this ___ **day of** _____, **2025.**

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk

Ordinance #ZMA-2025-03-17-1

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

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

Part 1. Consistency with Adopted Comprehensive Plan.

The Board of Aldermen finds that a zoning map amendment to the property of Town of Landis, being the owner(s) of the certain land areas hereinafter described as Rowan County Tax Parcel ID 107 05601 and further described in Attachment "A" attached hereto, establishing a zoning designation in accordance with G.S. 160D-604(b) of "Single Family Residential-I" (SFR-1) is consistent with the Town's 2040 Comprehensive Land Use Plan (the Plan) Future Land Use Map, as required by G.S. 160D-605(a) in that it lies within an area surrounded by residential neighborhood homes designation of both the adopted Future Land Use Map contained within the Plan and the current Official Zoning Map.

Part 2. Statement of Reasonableness.

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

Part 3. Designation of Zoning Designation.

That Rowan County Tax Parcel ID 107 05601 described in Attachment "A" attached hereto shall be designated "Single-Family Residential-I" (SFR-1) on the Official Zoning Map.

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

The Board of Aldermen further ordains the property consisting of Rowan County Parcel ID 107 05601 described in Attachment "A" attached hereto shall be designated in the "Neighborhood" future land use category, in accordance with G.S 160D-605(a) upon the Future Land Use Map in the Plan.

Part 5. Effective Date.

This Ordinance shall be effective immediately upon its adoption

Adopted on this 17th day of March 2025.

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk

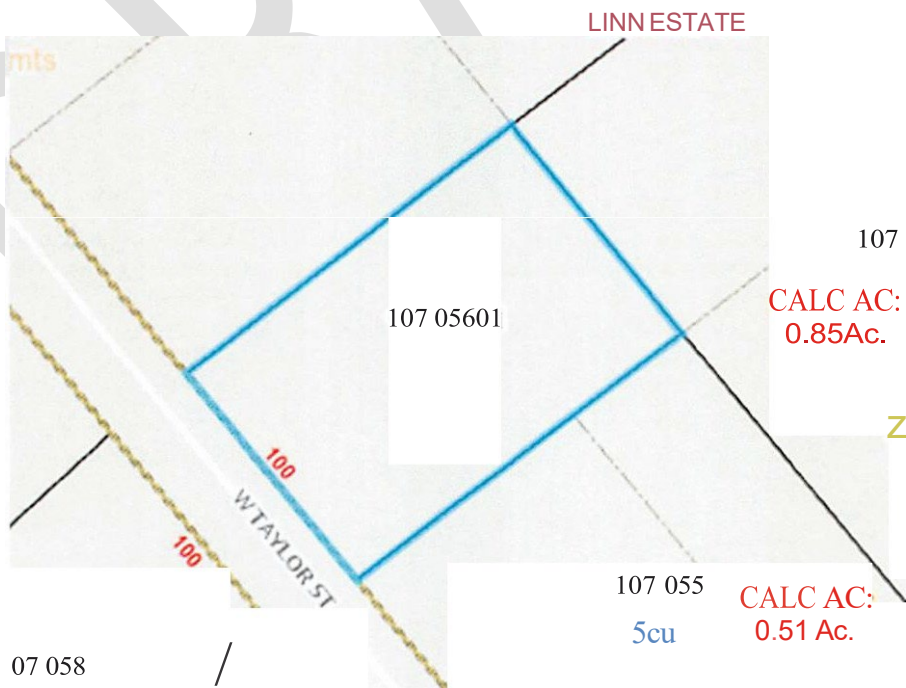
Attachment "A"

Tax Parcel 107-05601

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

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

Being the identical property conveyed to D. C. Linn and wife, Frances C. Linn by deed from Lane C. Drye, as Trustee under the will of Bennell D. Linn, dated January 27, 1972 and recorded February 16, 1972 in Deed Book 550, Page 551 in the Office of the Register of Deeds for Rowan County, North Carolina





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Ordinances/Resolutions

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

DETAILS:

STATE OF NORTH CAROLINA

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

COUNTY OF ROWAN

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

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

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

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

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

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

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

4. Construction Plans and Specifications and Connections.

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

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

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

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

6. Measurement of Flows or Discharges.

A. For Water.

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

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

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

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

B. For Sewer.

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

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

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

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

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

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

9. User or Other Charges.

- A. Neither Kannapolis or Landis shall charge the other a “transit”, “transportation”, “distribution”, “maintenance”, “user”, or other such fee or charge whether denominated as such or otherwise, for the use of the other Party’s system for transportation, distribution, discharge or other transmission of water or sewer.
- B. The following shall supersede any and all prior water and sewer rate agreements between Landis and Kannapolis.
- 1) Treated Water Charge. At execution of this agreement and until June 30, 2026, treated water sold from Kannapolis to Landis shall be charged at \$3.04 for each 1,000 gallon of treated water sold. On July 1, 2026, and thereafter, treated water shall be charged at a wholesale rate based upon the cost of production, treatment, pumping, transmission, storage and the debt service costs of both principal and interest of capital projects for facilities necessary to facilitate such similar operations and maintenance needs.
 - 2) Sewer Collection Charge. An annual rate per one thousand gallons shall be established which shall be equal to the equivalent rate charged to Landis by their sewer treatment provider, or any future provider. The future provider rate shall be determined by computation of the actual cost to treat and administer.
 - 3) Amendment. Within 90 days following execution of this Agreement, the Wholesale Sewer Sales Agreement Between Landis and Kannapolis as entered into on May 8, 2023, shall be amended as follows:
 - a. The purpose of this Agreement is to provide terms for the sale of wastewater treatment capacity by Kannapolis to Landis.
 - b. The duration of the agreement shall no longer be ten (10) years. It shall run in concurrence with Paragraph 2 of this Agreement.
 - c. The fee payment on July 1, 2026, and thereafter, shall be equal to Kannapolis cost for WSACC fixed and variable rate.
 - d. Kannapolis will supply daily wastewater treatment for the existing sewer connections for the approximate seventy (70) parcels included in Phase One of Irish Creek up to Twenty Thousand (20,000 gallons per day) as may be required by Landis. Landis will be charged only for wastewater conveyed as measured by meter(s).
 - e. Removal of the metering flume installation requirement. All billing shall be based on water meter data for the existing approximately 70 lots being served by the existing Kannapolis Golf Course sewer lift station. This original section of Irish Creek shall be subject to the

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

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

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

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

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

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

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

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

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

- C. Emergency Repairs. All costs associated to emergency repairs to the regional pump station or regional forcemain shall be evenly split by both Kannapolis and Landis. Kannapolis shall be the lead agent for repairs to the regional pump station and Landis shall be the lead agent for repairs to the regional forcemain.
- D. Costs. Any power or natural gas/propane gas monthly expenses shall be split evenly by Kannapolis and Landis.
- E. Taps. There shall be no other service, lateral, or connection taps made into the regional forcemain sewer line.
- F. Maintenance Standards. All metering devices shall be designed to and be maintained in accordance with applicable AWWA (American Water Works Association) standards.
- G. Standards. All water supply from Landis to Kannapolis and from Kannapolis to Landis shall meet all local, state and federal standards. For regulated contaminants, each party shall deliver water at less than 80 % of the maximum contaminant level (MCL) as set by the applicable state or federal standard.

- 11. Calibration. At least once in each year during the term of this Agreement, the Parties shall jointly select an independent certified meter expert to calibrate all master meters, two-inch (2-inch) or larger in size, measuring water and sewer flows delivered to the Interconnect Point, excluding emergency only connection points. The Parties shall provide each other with at least forty-eight (48) hours written notice of calibration so that a representative of the Parties may have the opportunity to be present. The Parties shall jointly observe any adjustments that are made to the meters in case any adjustments are necessary. The Cost of this calibration shall be paid by the Retail Provider taking the water from the Wholesaler. All meter calibration and adjustment shall be done in accordance with AWWA standards.

All water meters subject to the terms of this agreement below two-inch (2-inch) in size shall be replaced at the retail provider's expense at least every twenty (20) years.

- 12. Water/Sewer Rates. Landis and Kannapolis shall bill customers within their individual service areas based on their prevailing retail water and sewer rate schedule for the remainder of their respective system. Each system reserves the right to create a special municipal district or other similar district to create a special class of customer should their City Council or Board of Aldermen so elect. However, the creation of a special municipal district or other similar district shall not change the rate in which Kannapolis and Landis bill each other nor the rates set in this or any other agreement.
- 13. Interruptions of Service. Whenever practicable, both Landis and Kannapolis shall provide at least forty-eight (48) notice prior to any interruption of service necessary for the other's customers due to a planned interconnection installation, maintenance outage or other foreseeable extent of interruption; this

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

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

The ownership and metering of wastewater shall as defined below:

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

Projected Lot Populations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
Mayor

ATTEST:

_____(SEAL)
Clerk

Approved as to Form

City Attorney

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

Finance Director

TOWN OF LANDIS, NORTH CAROLINA

By: _____
Mayor

ATTEST:

_____(SEAL)
Clerk

Approved as to Form

Town Attorney

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

Finance Director



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose

ITEM TYPE: Consideration

AGENDA SECTION: Ordinances/Resolutions

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

DETAILS:

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

**DEVELOPMENT
AGREEMENT**
(Irish Creek)

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

II. APPLICABLE REGULATIONS

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

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

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

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

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

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

III. SUBDIVISION DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. LANDIS PROPERTY

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

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

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

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

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

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

V. KANNAPOLIS PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Kannapolis Lake.

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

VI. ROADWAY IMPROVEMENTS

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

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

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

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

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

VII. WATER AND SEWER

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

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

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

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

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

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

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

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

VIII. DEFAULT AND REMEDIES

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

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

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

(d) Remedies.

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

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

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

Developer at: _____

With Copy to: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF KANNAPOLIS

By: _____
Michael B. Legg
City Manager

Attest: _____
Pam Scaggs, NCCMC
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

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

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

Notary Public

[SEAL]

My commission expires:

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

Brian Roberts
City of Kannapolis Finance Officer

(Date)

TOWN OF LANDIS

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

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

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

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

Notary Public

[SEAL] My commission expires: _____

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

Landis Finance Officer
Town of Landis

(Date)

DEVELOPER

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

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

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

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Parcel Maps and Legal Descriptions

EXHIBIT B

Phasing Map and Development Schedule

EXHIBIT C

Shea Homes Slide Presentation (Architectural Standards)

EXHIBIT D

Kannapolis Conditional Rezoning Plan (Kannapolis Development Plan)

EXHIBIT E

Subdivision Plan

EXHIBIT F

Water and Sewer Plan

EXHIBIT G

Golf Club Property

EXHIBIT H

Transportation Improvement Plan

EXHIBIT I

Grant of Utility Easement

Summary report:	
Litera Compare for Word 11.10.1.2 Document comparison done on 1/6/2025 4:38:24 PM	
Style name: MVASet	
Intelligent Table Comparison: Active	
Original filename: Clean.docx	
Modified filename: Clean 010625.docx	
Changes:	
<u>Add</u>	15
<u>Delete</u>	8
<u>Move From</u>	2
<u>Move To</u>	2
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	27



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Motion to Enter Closed Session Pursuant to N.C.G.S.143318.11(a)(3) For Attorney Client Privilege Regarding Legal Claims**

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

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

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Relocating the Historical Structures Within the future DC & Frances Linn Park (Project 25-21)**

DETAILS:

The first phase in the development of the future DC & Frances Linn Park will require two of the historic buildings on site, the old jail and the old post office/doctor's office, to be relocated approximately 300 feet towards the historic train depot. These structures will be resituated on a new foundation and are set to become attractions in the park's "Main Street" museum area.

Relocating these buildings is an essential part of Phase 1 and will require precise planning, specialized equipment, and expert execution to safely and successfully transport them to their new permanent sites.

Staff received informal bids from Oldham House Movers, and Elite Structural Movers. The quote received for Elite Structural Movers is \$20,000. and the quote for Oldham Movers is \$15,000.

I make the recommendation to award the bid to Oldham Movers for the cost of 15,000. This company is in closer proximity to Rowan County, which is cost-efficient and more accessible to meet our timeline needs. The funding for this project is recommended to be expended from the Restricted DC and Frances Linn Park account.

Oldham House Moving and Lifting LLC
5483 Erect Rd
Ramseur, NC 27316
336-963-1150

December 3, 2024

Quote for Town of Landis NC

Price for moving two small historical buildings located at 136 North Central Ave, Landis, NC. Oldham will relocate buildings on a different location on the property. Footings and foundation will be provided by the town/owner.

Price is \$15,000 for both.
Price is good for 60 days from date of quote.

Thank you,
Tim Oldham
Owner



Elite Structural Movers

Official Quote

Project : N Central Ave, Landis, NC 28088

This is a quote issued to **Jessica Martin (Client)** on behalf of **Elite Structural Movers, Inc. (Provider)** on this date **11-01-24** . This project will involve relocating the structure at the above location.

Structural Relocation :
-Relocate structure on the same property

Estimate- \$16,000 - \$20,000

- Client will be responsible for:**
- Providing the footing/foundation
 - Disconnecting and reconnecting the HVAC unit
 - Disconnecting and reconnecting the plumbing and electrical

Our price includes the duties detailed above. Any changes made to the scope of the work performed will require issuing a new quote. This quote will be good for no more than **60** days. If a contract is not signed by that time, a new quote would have to be issued.

This quote was approved by:

Name: Michelle N. Covey
sign above

Title: Owner / Officer

Date: 11-01-24



Item Cover Page

MEETING TYPE:	Board of Alderman
DATE:	February 10, 2025
SUBMITTED BY:	Michael D. Ambrose, Town Manager
ITEM TYPE:	Consideration
AGENDA SECTION:	Considerations
SUBJECT:	Consider Approval to Award the Town-wide Street Sign Replacement Project Bid (Project 25-70)

DETAILS:

Consider approval of replacing all town street name signs throughout the town. This project was originally budgeted by quadrants of town, however the quotes for the signs came back much lower than anticipated. This savings is allowing the project to be completed for all town streets without a budget amendment. The new signs are set to meet NCDOT requirements by being 9" X 36" signs which are required on any street where the speed limit is above twenty-five (25) miles per hour. Due to these signs being larger than our current ones at 6" X 36", it is recommended for the town to purchase the decorative top portion of the sign poles. This would keep the signs in a metal holder that would protect against the outside elements, and keep the signs lasting longer.

The 9" X 36" sign bids that were collected for the project came from the following: City of Kannapolis \$56.15 per sign for a total of \$22,460, Fast Signs \$84.23 per sign for a total of \$25,269, Deadline Signs \$92.50 per sign for a total of \$27,750 and Harwood Signs \$95.51 per sign, for a total of \$28,653.

The hardware for the new signs provided by the City of Kannapolis would be \$109.18 for the decorative frames, and \$15 dollars per pole cap needed, which hold the sign in place.



W. HOKE

**ST
300**

QUOTE



City Of Kannapolis
Transportation

1401 Bethpage Rd
Kannapolis NC, 28081

DATE: 12/09/2024

TO Town of Landis Street Signs

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
400	Decorative Street Sign Frames 9inch	\$109.18	\$43,672.00
200	2x2x12 Pole Black Powder coated	\$65.11	\$13,022.00
200	Finial Post Cap	\$15.00	\$3,000.00
400	9inx36in Street name sign w/ logo 1 blade double sided for decorative frame (HIP) (Must purchase 9" frames)	\$35.15	\$14,060.00
400	Employee Labor ¼ HR per sign	\$21.00	\$8,400.00
1	Freight cost not included in quote		
	Subtotal		\$82,154.00
	Sales Tax		
	Total		\$82,154.00

fastsigns.com/2174

Payment Terms: Cash Customer

Created Date: 12/3/2024

DESCRIPTION: Street Signs

Bill To: The Town Of Landis
704 West Bloom
Landis, NC 28088
US

Pickup At: FASTSIGNS Of Mooresville
119 Midnight Lane
Mooresville, NC 28117
US

Requested By: Tim Drye
Email: tdrye@townoflandisnc.gov
Work Phone: (704) 793-3566

Salesperson: Michael Schmidt

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Street Sign x 1 - Double Sided White with Black lettering - High Intensity Prismatic (HIP) Reflective Material - 36" x 6" - .080 Aluminum	1	\$84.23	\$84.23
2	Street Sign x 400 - Double Sided White with Black lettering - High Intensity Prismatic (HIP) Reflective Material - 36" x 6" - .080 Aluminum	400	\$79.2265	\$31,690.60
			Subtotal:	\$31,774.83
			Taxes:	\$2,144.80
			Grand Total:	\$33,919.63

This Estimate does not include Shipping, Crating or Delivery unless specified as a line item above

Section 5, Item 5.3

Please note, for all customers:

Design & Production on a project will not begin until the customer's deposit has been received and their accounts are current. Once the project is cleared to progress, production proofs will be sent to the customer for approval. After the production proofs are approved, the project will be released to production and deposits will be non-refundable.

Unless otherwise stated, payment terms are as follows: 50% down prior to production with the balance due at completion (regardless if product is for pick up, delivery or install).

It is the Customer's responsibility to verify that all the information indicated in this proposal is in agreement with that of the information shown on drawings prior to signing or approving either document. This would include, but is not limited to sign size, color, and verbiage.

Estimate is only valid for 60 days. After 60 days the job will need to be re-quoted before production can commence.

This product is the property of FASTSIGNS until paid for in Full.

Any Credit Card payments will incur a 3.5% additional fee.

Warranty information is available upon request.

Acceptance of Proposal --- The above prices, specifications and conditions are satisfactory and are hereby accepted. FASTSIGNS is authorized to do the work as specified above.

Signature: _____ **Date:** _____



[Quote #61784]

tdrye@townoflandisnc.gov

Product	Qty	Sales Price	Total
Street Signs Signage Only -.080? Double-Sided Engineering Grade Reflective Aluminum -With black text and town logo Images:	1	\$0.00	\$92.50
		Tax	\$6.48
		Total	\$98.98

Comments:

Note: This is only a quote and prices are subject to change.

Non-Profit Organization or Re-Seller's Certificate

If you are a non-profit organization or have a re-seller's certificate, please e-mail your form to hello@deadlinesigns.com and we will waive the tax on your order.

Save Money and Pay with Check or Cash

All invoices that are paid via credit or debit card will have a 3.1% processing fee added at checkout. This fee will be waived if the invoice is paid via cash or check.

Terms

If you wish to pay with cash or check at pickup then a credit or debit card must be placed on hold prior to production. If you approve the above quote, please click "add to cart" and complete the checkout process. Thank you!

Harwood Signs Inc
PO Box 118
Granite Quarry, NC 28072
+17042797333
Info@Harwoodsigns.com

Estimate

ADDRESS

Town Of Landis

ESTIMATE # 1685

DATE 11/18/2024

ACTIVITY	QTY	RATE	AMOUNT
Aluminum Sign 36"x6" Diamond grade prismatic reflective, black/white faces with town logo. Double sided. Price is for sign only. (Price will remain the same for larger/small quantities)	1	89.26	89.26T

	SUBTOTAL		89.26
	TAX		6.25
	TOTAL		\$95.51

Accepted By

Accepted Date



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Jason Smith, Fire Chief

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

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

DETAILS:

The Fire Department respectfully requests approval for funding to complete a remodel of the shower at Station 44 (Project 25-53). The current shower used by personnel is a fiberglass surround unit that has a cracked bottom and is not level. The crack could possibly lead to damage underneath the shower unit and the unlevel floor causes water to pool in the unit.

The new shower would be constructed from the floor up with a new shower pan, tiled floor and walls, new plumbing, and be ADA compliant. The department is requesting the work be completed utilizing the Restricted "ARPA" funding. The Town received informal bids from the following for this project: Mallard Building Concepts in the amount \$9,000, Carolina Construction Entities in the amount of \$9,643, and JKL Construction in the amount of \$10,800.

I make the recommendation to award the bid to Mallard Building Concepts due to cost efficiency.



Mallard Building Concepts LLC.

NC license # 101709
7047960977
Hunter@mbconcepts.org

Section 5, Item 5.4

EST150

DATE
Dec 30, 2024

TOTAL
USD \$9,000.00

TO

Landis Fire Department

312 S. Main St. Landis NC, 28088

☎ 9808666280

jsmith@townoflandisnc.gov

DESCRIPTION	RATE	QTY	AMOUNT
Demolition and dumpster fees Removal of shower for replacement	\$2,000.00	1	\$2,000.00
Tile installation materials backer board, niche, metal edging, caulk, grout, tile, thinset, shower pan.	\$2,400.00	1	\$2,400.00
Tile install \$28 a sq ft- approx. 100 sq ft 2 shower niches \$250 per	\$3,300.00	1	\$3,300.00
Plumbing fixtures and Install Replacement of shower valve and plumbing in wall. appliances included	\$800.00	1	\$800.00
ADA compliance Grab bar installed \$500	\$500.00	1	\$500.00

Curbless Entry shower assuming slab is already recessed. If not and MBC has to cut concrete out for ADA compliance there will be a \$3000 upcharge.

TOTAL

USD \$9,000.00

By signing this contract, the customer agrees to pay the full (or remaining if a deposit has been made) listed price upon completion of the job to the customers satisfaction. The customer may withhold payment up to 10% of the full price until satisfaction is achieved. The Customer also agrees to pay for any change orders made by them or MBC to the full amount. Placed in the contract is 10% materials mark up, a 10% contingency fee for any unforeseen events such as mold, water damage, termite damage, Etc. MBC also includes a 20% subcontractor fee for any subcontractors hired out by the GC.

Construction Entities, LLC

Date: 12-16-2024

Email: todd@carolinaconstructionent.com

Todd Drolshagen

704-237-7610

Subject:

City of Landis
Fire Chief Office

Client:

City of Landis, NC

Dear Mr. Ambrose,

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

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

DOCUMENTS

- Walk through with Jason Smith

SCOPE OF WORK

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

- Removal of existing shower and all plumbing hardware
- Level floor to fit floor pan properly
- Install floor pan – ADA approved
- Install tile on walls in shower to ceiling
- Install new plumbing hardware
- Disposal of all debris

LUMP SUM PRICING

- Scope of work.....\$ 9,643.00

Construction Entities, LLC

CONDITIONS / ASSUMPTIONS

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

- All work will be performed in one (1) mobilization, additional mobilization will be billed at \$2,500 each.
- No lead paint in building
- Carolina Construction Entities LLC will be given adequate site access for personnel and equipment including parking to allow uninterrupted performance of the work as scheduled.
- There is no retainage being held on this project.

EXCLUSIONS

Standard:

- Bonds, Permits, taxes, specialty insurance items not listed in this proposal.

SCHEDULE

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

TERMS

Deposit of a minimum of 50% due before arrival to job site, Progress payments if needed will be due within 7 days & final payment is due within 7 days upon completion (per North Carolina laws), whether or not customer has received payment from another party. Carolina Construction Entities LLC reserves the right to pursue interest of 5% monthly at minimum for all overdue payments. Any and all cost incurred to collect payment will be added to the invoiced price. Including but not limited to attorney fees, court costs and office fees.

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

Construction Entities, LLC

Sincerely,

Todd Drolshagen

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

Agreed and accepted by: Print/Sign

Date

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

ESTIMATE 1008 DETAILS

JKL Construction LLC

DUE 03/19/2024

\$10,800.00

[Print or save](#)

Powered by QuickBooks

Dear Landis FD,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a Blessed day!
JKL Construction LLC

Address

Landis FD
Landis Fire Department
312 S. Main St.
Landis, NC 28088

This Estimate is to demo shower and install new handicap tile walk in shower. Plan is to go with a tile floor for the shower. Once the old fiberglass shower pan is removed, we will be able to see if we have enough depth to go with a tile floor pan. If not and concrete has to be cut out, that will be added to the invoice. There is a allowance of \$500 for tile selection, if tile materials are more then the differences will be added on. If less it will be credited back. Trash will be removed from site. Grab bars will be reused if possible, if not material cost only will be added on. New faucet will be installed by plumber. We will install one long recessed shelf or can install two smaller ones. That will be left up to Jason on which will work better for them.

\$10,800.00

Total \$10,800.00

Check or Cash
Customer Signature :

JKL Construction Signature :

Amount Paid.
Check#

Cash

* PRICE SUBJECT TO CHANGE IF ADDITIONAL WORK IS REQUESTED AND OR NEEDED BEYOND THIS ESTIMATE DUE TO UNFORSEEN ISSUES !!! Thanks Jamey Benson Licensed General Contractor.

Town of Landis, NC
Budget Amendment #19
Monday, February 10, 2025

Account Number	Description	Current Amount	Increase	Decrease	Adjusted Budget
10-5000-6100	Capital Projects-ARPA Res	105,721.00	-	9,000.00	96,721.00
10-5200-5216	Facility Improvements	7,500.00	9,000.00	-	16,500.00
			9,000.00	9,000.00	

To allocate funds from the Fire Department Bathroom-Shower Repair (Project# 25-53) utilizing Restricted Capital Projects Account.

Was presented to the Board of Aldermen and approved on: _____ Date: 2/10/2025

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval to Award the Code Enforcement Contract Bid**

DETAILS:

The Town advertised for a Code Enforcement company to take over the code enforcement needs of the town through a formal Request for Qualifications. The only response received was from Alliance Code Enforcement LLC, at the rate of \$50 per hour for a minimum of ten hours a week. This requirement will increase our code enforcement from 17.33 hours a month to 40 hours a month.

I make the recommendation to award the bid to Alliance Code Enforcement, and allow the contract to end June 30, 2025. This will allow for the Board and Staff to evaluate the partnership, and allow for adjustments to be made, if necessary.



PROTECTING QUALITY OF LIFE

Alliance Code Enforcement LLC

Cover Letter

Town of Landis, NC

December 19, 2024

Alliance Code Enforcement LLC (ACE) is successful because we create an alliance with the town and its residents to rectify the current violations and to mitigate and abate future violations. Our goals are realistic, and we will not convolute things with grandiose ideas. Rather, ACE will take a Law Enforcement approach and will not be manipulated or soft handed in its enforcement of the Ordinance and applicable State Laws. ACE will also utilize understanding and work with the residents, but standards will be set ensuring excess time is not wasted without any progress seen. Each situation will be assessed on a case-by-case basis, and we'll do our best to ensure the citizens of the community to not feel attacked but rather supported. ACE wishes to become a respected pillar in the community and to be able to work hand in hand. Not only to enforce the code, but also help expedite the abatement process by providing education and solutions. Alliance Code Enforcement LLC seeks to have a fair and balanced investigation with enforcement coming swiftly and impartial.

Additionally, we have three basic objectives that help drive our success. **Strategic Planning** - we pride ourselves on having a plan and sticking to it. We properly plan, so that we can ensure our work is as efficient as possible. **Common Goal Driven** - we identify the common goals wanted by each individual Town and we ensure that all of our efforts get us closer to achieving those goals. **Network Development** - not only do we identify violations and enforce the Ordinance, but we help make connections to expedite the abatement process. We look forward to assisting your town with Code Enforcement and Zoning needs and helping to ensure we are able to protect the quality of life for your residents & businesses.

Thank you,

Brandon T. Emory
President, Alliance Code Enforcement LLC
Emory@AllianceCodeEnforcement.com
www.AllianceCodeEnforcement.com



PROTECTING QUALITY OF LIFE

Alliance Code Enforcement LLC

Town of Landis, NC

December 19, 2024

QUALIFICATIONS & PROPOSAL

Owner Qualifications—

- Company President – Brandon T. Emory, 40 years old
- Bachelor of Science Degree, Cum Laude – Criminal Justice
- Master of Science Degree – Criminal Justice
- Certified Housing Code Official
- 18 years of direct Code Enforcement experience.
- Six years of direct Law Enforcement experience – Approximately 1 year as a Patrol Officer, 1 year as a Patrol Supervisor & 4 years as a Criminal Investigator.
- Previously held Basic Law Enforcement Certification
- Previously held Advanced Law Enforcement Certification
- Previously held Law Enforcement General Instructor Certification
- Previously Certified Crisis/Hostage Negotiator
- Previous Law Enforcement Instructor at Guilford Technical Community College

Staff Qualifications—

- All inspectors on staff with ACE are active members of the company. We do not subcontract to other firms or individuals.
- The company president, Brandon Emory, manages all staff and contracts.
- All inspectors are certified Housing Code Officials with the North Carolina Association of Housing Code Officials.
- Currently ACE has 13 total members on staff.
- Upon being awarded the contract, ACE would assign an inspector to Landis that would be able to interact on a regular basis and ensure positive relationships with the community and town staff. They would also be able to attend meetings and present if desired.
- Our inspectors come from a wide range of backgrounds including US Military, Sworn Law Enforcement, Security, Customer Service Fields, Operations & Management, IT, and even licensed counselors.
- ACE ensures regular training with the inspectors so that as laws, practices, & procedures change, the inspectors will have a clear understanding of legal enforcement.

Company Qualifications—

- Alliance Code Enforcement LLC was formed in North Carolina in 2015; it is in Current-Active status and is filed with the NC Secretary of State under C2015 216 00007.
- The Federal TAX ID number is 47-4699714.
- The Company has General Liability Insurance (Policy #: UDC-1616369-CGL-25), Professional Liability Insurance (E&O) (Policy #: UDC-1616369-EO-25) & Worker's Compensation Insurance (Policy #: UDC-1616369-WC-25).
- Proprietary access to a database through TransUnion that will allow for the identification & location of property owners to ensure proper communication & notice is achieved.

Company Operation & Experience—

- The company is based out of Winston-Salem, NC with inspectors living in various locations throughout the state.
- Currently contracted with approximately 30 Municipalities throughout North Carolina providing Code Enforcement & Zoning Administration services and have provided service for approximately 60 municipalities since starting the company.
- Previously contracted for Special Projects, Consulting & Training.
- Experienced with Writing New & Updating Old Municipal Ordinance.
- Significant experience with Planning Boards, Boards of Adjustment, Public Hearings, Rezoning, Voluntary Annexations, Special Use Permits, ETJ's, Subdivisions, etc.
- Cases originate from "Complaint Based" to "Self-Initiated" and are handled from beginning to end: Initial Inspection & Documentation, Courtesy Letter/Notice of Violation, Notice of Hearing, Hearing, Finding of Fact Order, if needed Preparation, Submission & Filing of Ordinance (Minimum Housing), Impose Penalty, if needed Obtain bids for required work to achieve abatement.
- Code Enforcement complaints can be submitted on our website via E-Complaint.
- A "Shared file" will be created for all cases files with a link being provided to the town where they can access all files in real time.
- Specialize in Enforcement of all Nuisance Violations including, but not limited to Junk Vehicles, Accumulation of Trash/Debris/Junk, Open Storage, Overgrown Lots, Animal/Vegetation Putrescence, Abandoned White Goods, etc.
- Specialize in Enforcement of all Residential & Non-Residential Minimum Housing/Minimum Standard Violations.
- Specialize in Enforcement of Zoning Violations including, but not limited to Sign Management, Unpermitted Businesses, Electronic Game Rooms, etc.
- We work closely with other Organizations to not only enforce Ordinance, but to assist in the abatement processes. We have had several properties donated to Habitat for Humanity (and similar organizations) that have been abated and a new home built on the lot for a family in need. We've also worked to have repairs completed on homes that allow a family to be able to live in a home that they previously could not be due to the poor conditions. We have also promoted the Housing Program offered by PTRC to assist those families in need in the Triad region.
- We take an "Accountability" approach that is very hands on. We don't just hold the property owners accountable, but ourselves as well. This ensures that our training & operation is the most

advanced and up to date. We not only tell, but also show & educate. Lastly, we make our approachable & available to clients and violators alike. Communication is paramount.

- Our Enforcement Process & Documentation has been scrutinized by the Court of Law and has been upheld with a positive verdict for the Municipality seeking a Civil Judgment & Criminal Prosecution.
- In 2018, our company was highlighted during training for Municipal Attorneys.

Proposed Duties for Alliance Code Enforcement LLC (ACE):

1. Minimum Housing – Any residential structure not meeting the Minimum Standard set by State Law and Local Ordinance.
2. Overgrown Lots – Tall Grass, Vines, etc. overtaking a particular property.
3. Junk/Nuisance/Abandoned Vehicles
4. Accumulation of Trash/Debris/Junk – Piles of unwanted items causing health & safety issues to those on and/or around the property.
5. Commercial Maintenance
6. Open Storage – Non-specific items stored in a manner such to cause health & safety concerns.
7. Sign Management – Removal of signs located in DOTROW posted on Pole, Street Signs, etc.
8. Animal & Vegetation Putrescence – Discarded thing(s) causing a noxious odor through process of decay.
9. Abandoned White Goods – Refrigerators, Washers, Driers, Dishwashers, etc.
10. Non-Residential Structure Minimum Standard Enforcement
11. Complaint Investigation
12. Zoning Violations
13. Consulting & Preparation of New Ordinance
14. Special Projects/Tasks
15. Town Snapshot

Code Enforcement Contract Options:

- *Our minimum hourly requirement is 10 hours per week with no cap.*
- *Our current hourly rate is \$50 per hour.*
- *Invoiced monthly based on the agreed upon hourly rate, ACE will never exceed the predetermined hours in a pay period without prior authorization by appropriate Town official.*

References:

- **Shain Sexton**, Town Manager/Police Chief, City of Randleman
(336) 317-1007 / ssexton@randlemanpolice.org
- **Andrew Carlton**, Planning & Community Development Director, Town of Wilkesboro
(336) 838-7616 / acarlton@wilkesboronc.org
- **Matthew Wells**, Planning Admin/Code Enforcement, City of Archdale
(336) 434-7333 / mwells@archdale-nc.gov
- **Cam Dungee**, Town Administrator, Town of Sedalia
(336) 449-1132 / cam.sedaliatownhall@gmail.com
- **T.C. Morphis**, Municipal Attorney, Brough Law Firm
(919) 929-3905 / morphis@broughlawfirm.com



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager Consideration

ITEM TYPE: Considerations

AGENDA SECTION: Consider Approval to Award the Town Wide Seasonal Banners

SUBJECT: Project Bid (Project 25-06)

DETAILS:

The Mayor, and Staff have been working with Mosca Designs on creating banners for the Downtown District, and Town Hall Parking Lot. This project is being fully funded through the Downtown Revitalization Grant received last summer through NC State Appropriations. If the banner colors, and designs are approved, the total cost of the banners will be \$9,315.19. This total will include twenty-two 30 X 60 banners for each season represented. The season banners will include a combination of each banner per season. For instance, there will be 11 banner #1's and 11 banner #2's which will alternate as you go down Central Avenue, or around Town Hall Parking Lot. There are only a few companies that do these banners, and Mosca Designs is the only one that can be located local in North Carolina. The Town has used Mosca Designs in the past, and they are able to produce these banners in a timely manner.

I make the recommendation to award the banner project to Mosca Designs in the amount of \$9,315.19.

MOSCA Design

Holiday Decor and Seasonal Banners
355 Park Avenue Youngsville, NC 27596
PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb PAGE: 1 of 5

JOB NAME: Landis

DATE: 16 JAN 25

REVISION 1

BANNER INFO

FABRIC: Sunbrella Pacific blue

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

TRUE SETS? n/a

DIGITAL INKS

CMYK

ARTWORK INFO

RTP#12323

PLACEMENT:

Centered

TYPEFONTS USED:

Abril

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



Holiday Decor and Seasonal Banners
355 Park Avenue Youngsville, NC 27596
PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb PAGE: 2 of 5
JOB NAME: Landis
DATE: 16 JAN 25
REVISION 1

BANNER INFO

FABRIC: Sunbrella Seagrass
SIZE: 30"x 60"
HEMS: 4"
SIDES: 2
TRUE SETS? n/a
DIGITAL INKS
CMYK

ARTWORK INFO

Custom based on RTP#18803

PLACEMENT:
Centered

TYPEFONTS USED:
Abril

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.

MOSCA *Design*

Holiday Decor and Seasonal Banners
 355 Park Avenue Youngsville, NC 27596
 PH: 800.332.6798 FX: 919.954.0203
 moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb **PAGE:** 3 of 5
JOB NAME: Landis
DATE: 16 JAN 25
REVISION 1

BANNER INFO
FABRIC: Sunbrella Capt navy
SIZE: 30"x 60"
HEMS: 4"
SIDES: 2
TRUE SETS? n/a
DIGITAL INKS
 CMYK

ARTWORK INFO
 RTP#16301 & custom 16830
PLACEMENT:
 Centered
TYPEFONTS USED:
 Abril

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.
 Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



Holiday Decor and Seasonal Banners
355 Park Avenue Youngsville, NC 27596
PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb PAGE: 4 of 5
JOB NAME: Landis
DATE: 16 JAN 25
REVISION 1

BANNER INFO

FABRIC:  Sunbrella Capt navy
 Sunbrella Med blue

SIZE: 30"x 60"
HEMS: 4"
SIDES: 2
TRUE SETS? n/a
DIGITAL INKS
CMYK

ARTWORK INFO

RTP#21820 & 09314

PLACEMENT:
Centered

TYPEFONTS USED:
Abril

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.

DIGITAL PRINT

MOCK UP# 17134.25kb

PAGE: 5 of 5

DATE: 16 JAN 25

JOB NAME: Landis

REVISION 1

BANNER INFO

FABRIC: 22oz Blockout

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

COLOR INFO: CMYK

ARTWORK INFO

RTP# 22910, 22911, 22912

TYPEFONTS

Helvetica

ARTWORK READY TO PRINT: **YES** **NO**

Comments

CUSTOMER PLEASE SIGN & RETURN

Authorized by _____

All designs displayed © 2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



Holiday Decor and Seasonal Banners
355 Park Avenue Youngsville, NC 27596
PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb PAGE: 1 of 5

JOB NAME: Landis

DATE: 10 FEB 25

REVISION 6

BANNER INFO

FABRIC: Sunbrella Pacific blue

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

TRUE SETS? n/a

DIGITAL INKS

CMYK

ARTWORK INFO

RTP#12323

PLACEMENT:

1" FBH

TYPEFONTS USED:

Buffalo Nickel

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



Holiday Decor and Seasonal Banners
355 Park Avenue Youngsville, NC 27596
PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb **PAGE:** 2 of 5

JOB NAME: Landis

DATE: 10 FEB 25

REVISION 6

BANNER INFO

FABRIC: Sunbrella Seagrass

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

TRUE SETS? yes

DIGITAL INKS

CMYK

ARTWORK INFO

Custom based on RTP#18803

PLACEMENT:

1" FBH

TYPEFONTS USED:

Highlight

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



Holiday Decor and Seasonal Banners
355 Park Avenue Youngsville, NC 27596
PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb **PAGE:** 3 of 5
JOB NAME: Landis
DATE: 10 FEB 25
REVISION 6

BANNER INFO

FABRIC: Sunbrella Capt navy
SIZE: 30"x 60"
HEMS: 4"
SIDES: 2
TRUE SETS? n/a
DIGITAL INKS
CMYK

ARTWORK INFO

custom RTP#16301 & 16830

PLACEMENT:

Left design 1" FBH, right design centered

TYPEFONTS USED:

Maiandra

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.

MOSCA Design

Holiday Decor and Seasonal Banners
 355 Park Avenue Youngsville, NC 27596
 PH: 800.332.6798 FX: 919.954.0203
moscadesign.com

DIGITAL MARINE ACRYLIC

MOCK UP# 17134.25kb **PAGE:** 4 of 5

JOB NAME: Landis

DATE: 10 FEB 25

REVISION 6

BANNER INFO

FABRIC:  Sunbrella Capt navy
 Sunbrella Med blue

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

TRUE SETS? n/a

DIGITAL INKS

CMYK

ARTWORK INFO

RTP#21820 & 09314

PLACEMENT:

Left design centered, right design 1" FBH

TYPEFONTS USED:

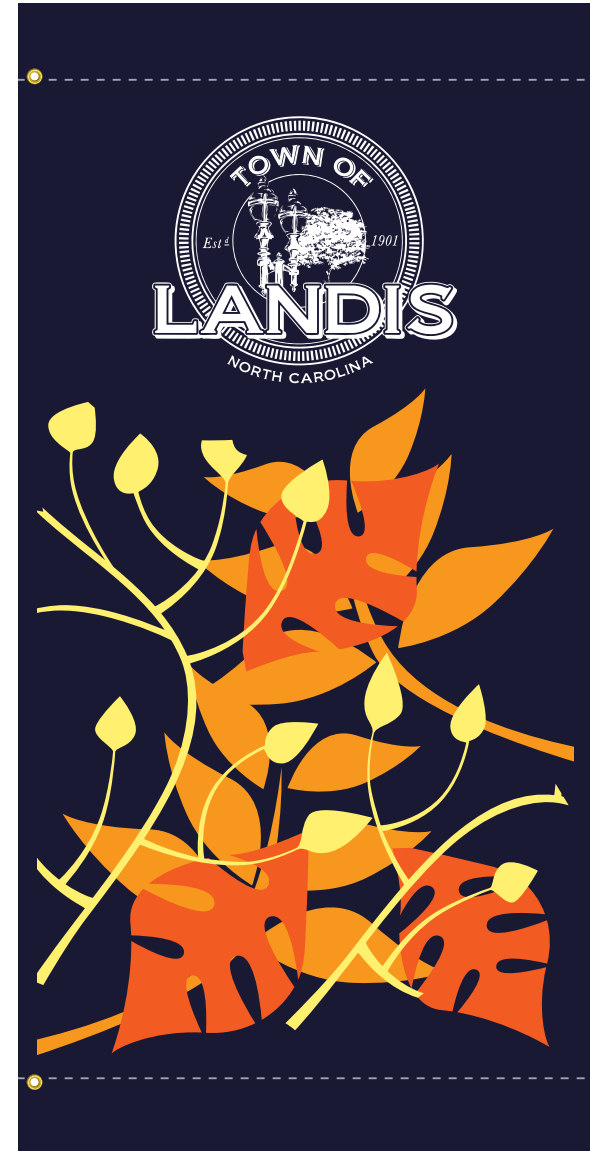
Abril

All designs displayed ©2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.

ARTWORK APPROVED? YES NO

CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.

DIGITAL PRINT

MOCK UP# 17134.25kb PAGE: 5 of 5

DATE: 10 FEB 25

JOB NAME: Landis

REVISION 6

BANNER INFO

FABRIC: 22oz Blockout

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

COLOR INFO: CMYK

ARTWORK INFO

custom RTP# 22910, 22911, 22912

TYPEFONTS

Helvetica

ARTWORK READY TO PRINT: **YES** **NO**

Comments

CUSTOMER PLEASE SIGN & RETURN

Authorized by _____

All designs displayed © 2025. Reproduction without expressed written permission is prohibited. We reserve the right to improve ink/fabric colors. Illustrations are provided as reasonable representations.



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



355 Park Ave.
 Youngsville, NC 27596
 1 (800) 332-6798
www.moscadesign.com

Section 5, Item 5.6

Created Date 1/28/2025
 Expiration Date 6/30/2025
 Quote Number 00001943

Prepared By Jay Mallas
 Email jay@moscadesign.com

Contact Name Angie Sands
 Phone Number 704-857-2411
 Email asands@townoflandisnc.gov

Bill To Name Town of Landis
 Bill To 312 S Main St
 Landis, NC 28088
 US

Ship To Name Town of Landis Public Works
 Ship To 704 West Blume Street
 Landis, NC 28088
 United States

Quantity	Product	Product Code	Line Item Description	Product Description	List Price	Discounted Item Price	Total Price
11.00	Blue Wonder - 30" x 60"	K-12323-3060-MA	CUSTOM "30 x 60" "Welcome to Landis" Banners on Premier Marine Acrylic Sunbrella Fabric. Mock Up Attached on separate document	PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty, double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$93.85	\$84.47	\$929.12
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Blue Wonder" Banners. "Welcome to Landis" Banners		\$25.00	\$25.00	\$25.00
11.00	Blue Wonder - 30" x 60"	K-12323-3060-MA	CUSTOM "30 x 60" "Landis Town Seal" Banners on Premier Marine Acrylic Sunbrella Fabric. Mock Up Attached on separate document	PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty, double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$93.85	\$84.47	\$929.12
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Blue Wonder" Banners. "Landis Town Seal" Banners		\$25.00	\$25.00	\$25.00
11.00	Spring Fling Set - 30" x 60"	MD-52355	CUSTOM "30 x 60" Spring Fling Set - LEFT SIDE ONLY "Welcome to Landis" Banners on Premier Marine Acrylic Sunbrella Fabric. Mock Up Attached on separate document	PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty, double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$187.70	\$84.47	\$929.12
1.00	Imprint Fee - Premier - Quantities	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Spring Fling Set- LEFT ONLY"		\$25.00	\$25.00	\$25.00

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly
THANK YOU FOR YOUR BUSINESS



355 Park Ave.
 Youngsville, NC 27596
 1 (800) 332-6798
www.moscadesign.com

Section 5, Item 5.6

	4-19		Banners. "Welcome to Landis" Banners					
11.00	Spring Fling Set - 30" x 60"	MD-52355	CUSTOM "30 x 60" Spring Fling Set - RIGHT SIDE ONLY "Landis Town Seal" Banners on Premier Marine Acrylic Sunbrella Fabric. Mock Up Attached on separate document	PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty, double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$187.70	\$84.47	\$929.12	
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Spring Fling Set- RIGHT ONLY" Banners. "Landis Town Seal" Banners		\$25.00	\$25.00	\$25.00	
11.00	Freedom Flag - 30" x 60"	K-16301-3060-MA	CUSTOM "30 x 60" "Welcome to Landis - Sideways" Banners on Premier Marine Acrylic Sunbrella Fabric. Mock Up Attached on separate document	PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty, double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$93.85	\$84.47	\$929.12	
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Freedom Flag" - written diagonally - Banners. "Welcome to Landis" Banners		\$25.00	\$25.00	\$25.00	
11.00	Star Celebration - 30" x 60"	K-16930-3060-VI	CUSTOM "30 x 60" "Landis Town Seal" Banners on Premier 22oz VINYL Fabric. Mock Up Attached on separate document	PREMIER VINYL = 22 oz. blackout vinyl with a 1-year warranty, Image printed on both sides, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$85.40	\$76.86	\$845.46	
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/VINYL "Star Celebration" Banners. "Landis Town Seal" VINYL Banners		\$25.00	\$25.00	\$25.00	
11.00	Fall Festival - 30" x 60"	K-21820-3060-MA	CUSTOM "30 x 60" "Welcome to Landis" Banners on Premier Marine Acrylic Sunbrella Fabric. Mock Up Attached on separate document	PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty, double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$93.85	\$84.47	\$929.12	
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Fall Festival" Banners. "Welcome to Landis" Banners		\$25.00	\$25.00	\$25.00	
	Leaf			PREMIER MARINE ACRYLIC = Material is Sunbrella / Sunfield brand, 2-year warranty,				

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly
THANK YOU FOR YOUR BUSINESS



355 Park Ave.
 Youngsville, NC 27596
 1 (800) 332-6798
www.moscadesign.com

Section 5, Item 5.6

11.00	Collage - 30" x 60"	K-09314-3060-MA		double-sided art available, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$93.85	\$84.47	\$929.12
1.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Designer Fee for Custom/Sunbrella "Fall Collage" Banners. "Landis Town Seal" Banners		\$25.00	\$25.00	\$25.00
8.00	Dine - 30" x 60"	K-22910-PV2	CUSTOM 30" x 60" Premier 22oz Premier Vinyl Banner with DINE replaced by "DISCOVER" and "LANDIS" placed on the right. Mock up is attached on a separate document	PREMIER VINYL = 22 oz. blackout vinyl with a 1-year warranty, Image printed on both sides, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$85.40	\$76.86	\$614.88
7.00	Explore - 30" x 60"	K-22911-PV2	CUSTOM 30" x 60" Premier 22oz Premier Vinyl Banner with "EXPLORE" on the left and "LANDIS" placed on the right. Mock up is attached on a separate document	PREMIER VINYL = 22 oz. blackout vinyl with a 1-year warranty, Image printed on both sides, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$85.40	\$76.86	\$538.02
7.00	Enjoy - 30" x 60"	K-22912-PV4	CUSTOM 30" x 60" Premier 22oz Premier Vinyl Banner with ENJOY replaced by "SHOP" and "LANDIS" placed on the right. Mock up is attached on a separate document	PREMIER VINYL = 22 oz. blackout vinyl with a 1-year warranty, Image printed on both sides, double-lined rod pockets and double-folded side hems, solid brass grommets in two corners.	\$85.40	\$76.86	\$538.02
3.00	Imprint Fee - Premier - Quantities 4-19	PRINT-FEE-P1	Imprint/Custom Design Fee for 30" x 60" Classic Vinyl Banners - "Discover" "Explore" and "Shop"		\$25.00	\$25.00	\$75.00

All orders paid with a credit card will include a 3.5% Bank Service Fee added to the final bill.

If freight is not quoted, then it will be billed at cost.

Subtotal	\$10,319.65
Total Price	\$9,315.19
Tax	7.000%
Grand Total	\$9,315.19

Accepted By: _____

Accepted Date: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

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

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Meredith Bare Smith, Mayor

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Discussion of Town Hall Roof Warranty
and Painting Update (Project 25-58)**

DETAILS:

Construction Entities, LLC

Date: 10-8-2024

Email: todd@carolinaconstructionent.com

Todd Drolshagen

704-237-7610

Subject: Landis town Hall
roof paint

Client: City of Landis

Dear Mr. Ambrose,

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

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

DOCUMENTS

Drawings:

Dated:

Walked site with Michael Ambrose

SCOPE OF WORK

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

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

LUMP SUM PRICING

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

CONDITIONS / ASSUMPTIONS

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

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

Construction Entities, LLC

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

EXCLUSIONS

Standard:

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

SCHEDULE

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

TERMS

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

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

Construction Entities, LLC

Sincerely,

Todd Drolshagen

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

Agreed and accepted by: Print/Sign

Date

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



RE: Paint Finish Issue

From tburford@mcelroymetal.com <tburford@mcelroymetal.com>
Date Wed 1/8/2025 9:00 AM
To Maddalyn Bergeron <mbergeron@townofflandisnc.gov>
Cc bhooks@mcelroymetal.com <bhooks@mcelroymetal.com>; claims@mcelroymetal.com <claims@mcelroymetal.com>

Ms. Bergeron:

Your claim has been turned over to our claims department. Someone will respond after our thorough investigation of the project condition.

Terry Burford
Regional Sales Manager | Architectural Products Group
1207 Mendenhall Ct. | Charlotte, NC 28211
Ph: 704-650-0727 | Email: tburford@mcelroymetal.com

www.mcelroymetal.com

Stay informed – Subscribe to our [blogs](#)



From: Maddalyn Bergeron <mbergeron@townofflandisnc.gov>
Sent: Monday, January 6, 2025 4:36 PM
To: Terry Burford <tburford@mcelroymetal.com>
Subject: Re: Paint Finish Issue

Good Evening,
I wanted to follow up on the roof here at Landis Town Hall. We had not heard anything since Ken Cooley with Lafave's construction came out to gather some photos of the roof. Was there any other information ever found out about our warranty and when it expires? Or information as far as our claim goes?

Thank you,



Maddalyn Bergeron

Deputy Town Clerk/Assistant to the Town Manager

704-857-2411 ext. 200

mbergeron@townoflandisnc.gov

312 S. Main St. Landis, NC 28088

www.townoflandisnc.gov

From: Maddalyn Bergeron <mbergeron@townoflandisnc.gov>

Sent: Wednesday, November 6, 2024 11:49 AM

To: Terry Burford <tburford@mcelroymetal.com>

Subject: Re: Paint Finish Issue

Mr. Burford,

I appreciate you looking into this matter for us. The issues are on the front of the building and on the front of the fire bay.

I look forward to working with you to resolve this concern.

Thank you,



Maddalyn Bergeron

Deputy Town Clerk/Assistant to the Town Manager

704-857-2411 ext. 212

mbergeron@townoflandisnc.gov

312 S. Main St. Landis, NC 28088

www.townoflandisnc.gov

From: Terry Burford <tburford@mcelroymetal.com>

Sent: Wednesday, November 6, 2024 10:37 AM

To: Maddalyn Bergeron <mbergeron@townoflandisnc.gov>

Subject: Paint Finish Issue

Ms. Bergeron:

We have found where we sold McElroy metal product on this project back in late 2007 early 2007.

However, we cannot not find in our warranty archives any record of a finish warranty ever being executed. This process would have required that Lafave's Construction request a finish warranty, we would supply, and that the Architect/Owner would keep a copy for their records. It appears, from speaking with Lafave's Construction that they have no record of a finish warranty ever being requested to supplied to the Town of Landis.

It is our intent to visit the jobsite next week in order to investigate and take photos of the area of repair requested. If you can let me know what are of the roof is in question it would help. I will share this information with our warranty department to determine what our next steps might be.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 9th, 2024

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

ITEM TYPE: Consideration

AGENDA SECTION: Old Business

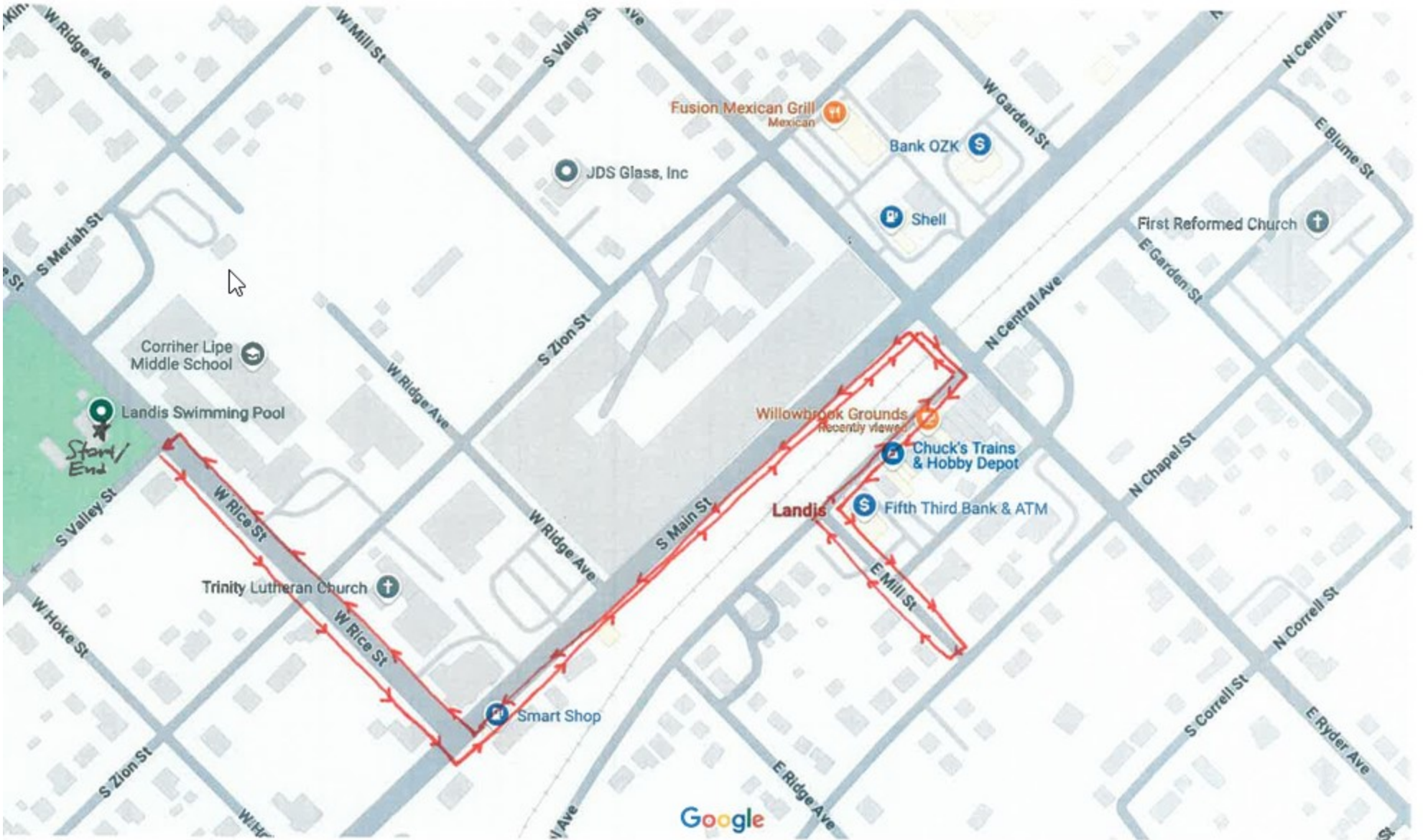
SUBJECT: **Consider Approval of the Routes for the Town of Landis Walking Map (Project 25-63)**

DETAILS:

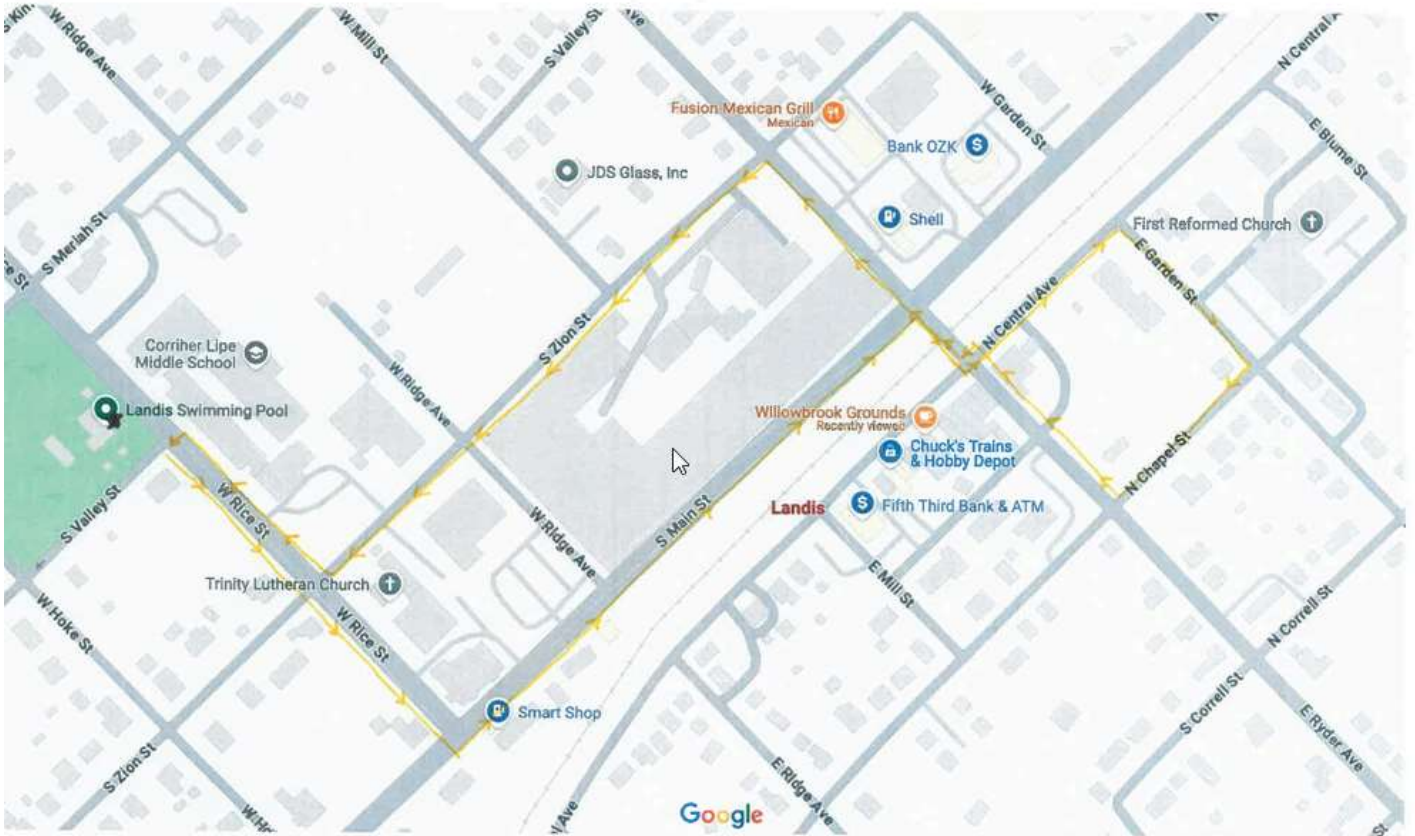
The Town of Landis Walking Map Project (Project 25-63) consists of the Town partnering with the Rowan County Health Department to develop a walking map through Landis and the Downtown area. After receiving feedback, from their initial plan, and walking other optional routes, another map was created for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

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

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



Red Loop : 1.5 mi.



Gold Loop : 1.5 mi.



Landis Walking Map Landmark Suggestions

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



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: February 10, 2025
SUBMITTED BY: Staff
ITEM TYPE: Report
AGENDA SECTION: Reports
SUBJECT: **Monthly Departmental Reports**

DETAILS:

Reports in Order:

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



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: February 10, 2025
SUBMITTED BY: Matthew Geelen, Police Chief
ITEM TYPE: Report
AGENDA SECTION: Departmental Reports
DETAILS: Monthly Report

VIOLATION ADDRESS	OWNER OR OCCUPANT	STATUS OR CONDITIONS
MINIMUM HOUSING		
314 TOWN STREET	RUTH C DEADMON (HEIRS)	ABATMENT OF THE YARD AND THE STRUCTURE HAS BEEN BOARDED UP. A LEIN WILL BE PLACED ON THE PROPERTY ONCE AN INVOICE IS RECEIVED.
109 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
111 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
201 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
202 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
203 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARH TO BE CONDUCTED.
205 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE

		CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
206 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
207 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
209 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
210 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
211 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
212 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
214 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
215 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
216 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
217 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
807 NORTH ZION STREET	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
809 NORTH ZION STREET	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE

		CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.
1020 LINN STREET	JESUS DOTELO ANDRADE & SUSANA BERNAL LORENZO	HOUSING IN SUBSTANDARD CONDITION. INSPECTION WILL BE COMPLETED.
NUISANCES		
107 NORTH MERIAH STREET	JAMES A HALL JR (HEIRS)	PROGRESS IS BEING MONITORED.
805 COLDWATER STEET	IGVK PROPERTIES LLC	OVERGROWTH NEAR THE REAR OF THE STORE. PROGRESS HAS BEEN MADE WILL CONTINUE TO MONITOR. CLOSED 01/17/2025
303 BUFORD DRIVE	FON ERNEST	SCREEN ON THE SIDE OF THE PROPERTY IS THE ONLY REMAINING VIOLATION.
430 MT MORIAH CHURCH ROAD	THOMAS LINN	HIGH GRASS AND DEBRIS AROUND THE PROPERTY. SOME DEBRIS HAS BEEN CLEANED, AND THEY ARE MAKING PROGRESS ON THE GRASS.
400 EAST	MARY FRANCES AKERS (HEIRS)	FACIAL BOARD FALLING OFF OF THE ROOF. THE OWNER IS MAKING ARRANGEMENTS TO CORRECT THE ISSUE.
ABANDONED-JUNKED-NUISANCE VEHICLES		
ZONING		
305 SOUTH MAIN STREET SUITE B		VINYL SIGN COVERING THE WINDOW ON THE RIGHT SIDE OF THE BUILDING. CLOSED 1/27/2025
NON-RESIDENTIAL BUILDINGS		
2570 SOUTH US 29 HWY	JOSEPH J ROJAS	COMMERCIAL BUILDING CONVIENCE STORE. SEVER DEILIAPDIATION AND DEFECTS.



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: February 10, 2025
SUBMITTED BY: Jason Smith, Fire Chief
ITEM TYPE: Report
AGENDA SECTION: Departmental Reports
SUBJECT: **Monthly Report**

DETAILS:

MONTHLY STATS

MEDICAL: 47
FIRE: 5
TRAFFIC ACCIDENT: 7
MUTUAL AID GIVEN: 49
MUTUAL AID RECEIVED: 7
TOTAL CALLS: 98

VEHICLE MILAGE

ENGINE 443: 113567
ENGINE 442: 36690
ENGINE 581: 28987
LADDER 58: 23420
CAR 44: 138649
CHIEF 440: 22950



Item Cover Page

MEETING TYPE:	Board of Alderman
DATE:	February 10th, 2025
SUBMITTED BY:	Jessica St. Martin, Parks and Recreation Director
ITEM TYPE:	Report
AGENDA SECTION:	Departmental Reports
SUBJECT:	January Report

DETAILS:

Events:

The Town of Landis Parks and Recreation Team have begun the planning stages and bookings for Spring Events. The Senior Luncheon & Bingo was held at Trinity Lutheran Church on February 5th, 2025, at 12:00pm, and chicken and dumplings were served.

Preparations are underway for the DCFL Park Groundbreaking Event scheduled for May 2nd, 2025.

Event Callender 2025:

April 4th – Downtown Car Cruise-In Begins (First Friday of the month April – September) *The July Cruise-In will be held July 11th due to the first Friday falling on the 4th of July Holiday.*

April 12th – Easter Egg-Stravaganza at the DC and Frances Linn Park from 10am – 12pm.

May 2nd- DC and Frances Linn Park Groundbreaking beginning at 12pm.

August 5th – The 4th Annual National Night Out from 6pm-8pm

September 12th – Landis Touch-A-Truck Event from 5pm - 7pm

October 25th – Downtown Fall Festival & Trunk or Treat from 2pm - 6pm

November 25th – Christmas Parade at 3pm & 8th Annual Tree Lighting Event at 4pm with Tree Lighting at 6pm

December 13th – Campfire Christmas with Santa from 4pm - 7pm

Senior Lunches Scheduled for 2025 – February 5th, April 2nd, June 4th, August 6th, October 1st, December 3rd

Park Operations

- The Park Staff are continuing trail and park grounds maintenance and continues to monitor the lake levels and adjusts as needed with the main valve and siphons.
- Park Staff have begun the spring cleaning for the year by cleaning and organizing offices, sheds, and storage areas.
- Park Staff have a new Point of Sale system installed in the park office and pool, which will allow for easier transactions, and bring card services to the pool for the 2025 season.
- The rental calendar is now open, and we are accepting applications for field reservations at Linn and Graham fields.

Pool Operations:

- We have been monitoring the water levels of the pool and adjusting as needed. Recently low temperatures have caused some water freezing. No issues with pipes or breakage during that time in the main pump room, however one pipe issue with the outdoor shower. The repairs to this outside shower have been repaired by the Public Works Department.
- Pool concrete deck repair is pending and delayed, due to the freezing temperatures this month.

- The old building awnings have been removed. The exterior of the building will be pressure-washed and cleaned by park staff this month.

Campsite Reservations: 3 Shelter Rentals: 0 Daily Fishing Passes Sold: 70 State License: 3

Boat Registration: 4 2020 Ford Explorer Mileage: 63100 Ford F250 Mileage: 171406

Town of Landis
Division of Land Use
Zoning Permits Issued – Year 2025

Section 7, Item 7.1

Permit #	Date	Name	Job Address	Permit Use
ZN-25-01	01/06/25	John Lambert	225 E Rice St	Townhome
ZN-25-02	01/06/25	John Lambert	229 E Rice St	Townhome
ZN-25-03	01/06/25	John Lambert	233 E Rice St	Townhome
ZN-25-04	01/06/25	John Lambert	237 E Rice St	Townhome
ZN-25-05	01/06/25	John Lambert	241 E Rice St	Townhome
ZN-25-06	01/09/25	Bernardo Huizar	215 Church St	Residential Addition
ZN-25-07	1/15/25	Sonny Woodward	2220 W A St	Accy Building/Pool House
ZN-25-08	1/27/25	John Lambert	304 Buford Dr	New SFH Duplex
ZN-25-09	1/27/25	John Lambert	306 Buford Dr	New SFH Duplex


LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 7, Item 7.1

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

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements. 5-30-23 Operation and Maintenance Agreement rec'd 6-6-23 Sent Zoning Permit Application 6-16-23 Stormwater Report From Alley William Carmen & King 7-5-23 Rec'd water system specs. 8-9-23 Stormwater specs reviewed ready for pickup. 8-10-23 stormwater reviews p/up by courier. 12-7-23 Dev. Petition to NCDEQ for w/s regulation exception 1-25-24 issued Willingness to Serve for electricity 2-13-24 Rec'd NCDEQ Auth. For water system 2-20-24 Issued Willingness to Serve water and waste 10/16/24 Met w RF</p>
<p>SITE 11-21 FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec-Architect</p>	<p>716 W. Ryder Ave & Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED 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 5-17-23 SC spoke w/Arch. M. SIEMIENIEC- Construction plans to be del today.</p>

Section 7, Item 7.1

<p>#11-21 LANDIS APTS</p>				<p>5-18-23 per M.Siemieniec. plan del delay 5-24-23 CONSTRUCTION PLANS REC'D 5-31-23 FEES PAID FOR REVIEW. \$10,266.55 **Fees include zoning permit application when ready **=PLAN REVIEW(RD,PARK/LOAD/DRAINAGE,W/S LINES, STORMWATER, PERMIT APPLICATION) 6-23 & 28th TRC REVIEW OF PLANS- NOTES ADDED- DEV. P/UP THEIR SET OF PLANS W/NOTES 7-25-23 REC'D 2 SETS OF REVISED CONST PLANS 7-27-23 R FLOWE REVIEWED PLANS- ISSUED EMAIL TO TECH. REV. COMM. TO REVIEW PLANS IN T.HALL 8-3-23 Fire Marshal reviewed plans 8-9-23 Plans ready for p/up, emailed Engineer. ✓ 11-08-23 Rec'd Erosion & Soil Sedim. From County 11-8-23 Pre-const. mtg set for 12-13-23 @ 9a.m. ✓ 12-13-23 Stormwater calcs needed. 5-21-24 Groundbreaking Ceremony on site 5-23-24 Permit issued 6-13-24 Requested addresses from County GIS 6-27-24 Emailed request for Const. Admin Fees 8-14-24 R Flowe called to request Const. Admin Fees 8-22-24 Const Admin fees Paid \$20,507.60</p>
<p> YEAR 2022</p>				
<p>Application #</p>	<p>Name (surveyor &/OR owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status FEES PD</p>
<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE</u> <u>2&4</u></p>	<p>LENNAR CAROLINAS – LAND DESIGN ENGINEER NOTICE OF INTENT FOR NEW DEVELOPER- SHEA HOMES Philip Smith- Land Design</p>	<p>CANNON FARM RD</p>	<p>430 LOTS- MU-1 & SFR-2 CZ ZMA 24-04-08-1 MU-1 TO SFR-3</p>	<p>9-6-22 REC'D PLAT W/\$3,000 9-13-22 REC'D MASTER PLAN PRELIMINARY PLAT W/\$5,140 AND \$4,580 TOTAL \$12,720 9-13-22 PLAT OVERVIEW W/PL BD. ✓ 12-6-22 ACTIVE FILE 3-7-23 NO ACTIVITY 7-25-23 NOTICE OF NEW DEVELOPER INTENT FROM ATLANTIC AMERICAN PROP. 9-5-2023 MTG W/PL. DIR. W/NEW DEV. 9-25-23 MTG W/PL DIR. FLOWE 9-28-23 REC'D MEETING NOTES 12-12-23 Rec'd form w/ZMA request no funds rec'd 12-19-23 Rec'd partial fee for ZMA request 1-3-24 Rec'd full funds for ZMA request- March BOA mtg 2-13-24 Planning Bd did not meet- April BOA mtg 2-15-24 Utilities meeting with Dev.& Land Design</p>

Section 7, Item 7.1

<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT</u> <u>LANDIS PORTION PHASE</u> <u>2&4</u></p>				<p>2-26-24 Neighborhood Meeting for Phase II Site 3-6 & 3-7 Water/Sewer Plans rec'd 4-08-2024 PUB. HRNG ZMA- approved 4-16-24 Irish Crk Development Team met with P/Z 5-10-24 rec'd revised lot drawing 7-16-24 Teams meeting re phase 2 plans 8/6-24 Feed Paid 8-12-24 Phase 2 presented to Planning Board, TRC starts 8-26-24 Pub Wrks Info Reqst. 9-3-24 PP Plat Review 9-4-24 TRC 9-11-24 Met with RF and Pub Works and design team</p>
<p>SITE DEV #10-22- LANDIS RIDGE LANDIS 85 <u>OLD BEATTY FORD RD</u> <u>INDUSTRIAL SITE</u></p> <p>NAME CHANGE: <u>LANDIS RIDGE</u> <u>LANDIS 85</u></p> <p>DEV #10-22 LANDIS RIDGE</p> <p><u>OLD BEATTY FRD RD</u> <u>IND SITE</u> <u>LANDIS 85</u></p>	<p>RYAN BEADLE/JACKSON- SHAW- LIPE, MILLS, DEAL PROPERTIES</p>	<p>OLD BEATTY FORD RD INDUSTRIAL SITE</p>	<p><u>ANNEX & ZMA</u> <u>LOTS:</u> MAP 140, PARCELS: 003,167, 138, 169 & 170 11-14-22- BD APPROVED ANNEXATION ZONING: IND 2-13-23 BD TO CONSIDER ANNEXATION WITH PUB. HEARING ON MARCH 20, 2023 -BD APPROVED</p>	<p>9-13-22 REC'VD PAYMENT \$600 ZMA REQ. ANNEX W/ ZMA NOV.8 & 14 2022 MTGS 11-14-22 BD APPROVED ANNEX & IND ZONING 12-6-22 ACTIVE SITE- PLANS DEVELOPING 12-8-22 NCDOT TRAFFIC IMPACT STUDY CHECKLIST REC'D 12-20-22 2 CHECKS OF \$875 REC'D = \$1,750 FOR: 1) ZMA W/ANNEX APPL. (APPL. REC'D 12-15-22) 2) & ZTA (TEXT AMEND.) 1-3-2023 ACTIVE FILE 1-09-23 ANNEXATION REQ. TABLED UNTIL FEB 2-13-23 ZTA APPROVED ANNEX AND MAP AMEND SET FOR MARCH PUB HEARING. 3-1-23 SITE PLAN REV. W/ DEV & PUB. WORKS 3-14-23 FUNDS REC'D FOR: SITE PLAN REVIEW & PREL PLAT REVIEW: \$4,801.75</p> <p>3-20-23 Pub. Hearing Annexation additional properties, req. IND zoning. BOARD APPROVED 4-11-23 Plan revisions received. 4-26-23 Plan review completed with comments. 4-27-23 R Beadle picked up Dev. Copy with comments. 5-25-23 Zoom mtg w/R Flowe 6-13-23 NCDOT scoping documents received 8-2-23 rec'd updated site dev. Plans from Developer 8-2-23 rec'd NCDOT updated TIA scoping docs link 9-19-23 REC'D REVISED SITE PLAN PGS 3,4 &5 ON REVIEW TABLE FOR TRC- REVIEWED 10-18-23 REC'D W/S WILLINGNESS TO SERVE REQUEST 10-23-23 PLANNING BOARD MTG UPDATE ✓ 11-14-23 Mtg req. by Developer- ZOOM W/RFLOWE 11-21-23 FUNDS REC'D FOR SITE PLAN REVIEW</p>

Section 7, Item 7.1

DEV #10-22 LANDIS RIDGE				<p>11-30-23 WAITING ON CONSTRUCTION PLANS</p> <p>12-21-23 Rec'd revised Const. plans & all documents</p> <p>12-21-23 FUNDS REC'D \$36,136 FEES.</p> <p>1-2-24 DIGITAL FILES REC'D</p> <p>1-24-24 TRC mtg held – examined plans</p> <p>2-13-24 Meeting with Developer and Eng. Review of TRC</p> <p>2-14-24 Address from Rowan Cty GIS for constr.: #619</p> <p>3-12-24 REC'D REV. CONST. PLANS & CALCS</p> <p>WAITING ON ENG. REVIEW</p> <p>3-27-24PRE-CONSTRUCTION MEETING HELD</p> <p>4-24-24 PERMIT FOR TEMP CONST. OFFICE</p> <p>5-1-24 PERMIT FOR BLDGS 1A, 1B, & 2</p> <p>5-8-24 STORMWATER AUTHORIZATION TO PROCEED</p> <p>6-13-24 rec'd Eng. Water Main report & 2 complete sets of partial revisions to plans.</p> <p>6-18-24 RF accepted the partial plans</p> <p>6-20-24 Developer p/up their plan set</p> <p>6-27-24 Emailed request for Const. Admin Fees</p> <p>7-9-2024 Site inspection</p> <p>7-12-24 rec'd Construction Admin fees of \$51,552.00</p>
	2023	ALL '23	PROJECTS NOW IN CONSTRUCTION	PHASE
<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>	<u>2024</u>
Application/ Site #	Name (surveyor & owner)	Job Address	Type/# of lots	Status, FEES PD
SITE 01-24	DOMINION ENERGY	MT MORIAH CH RD	Gas Line Encroachment	<p>UTILITY – GAS LINE INSTALLATION ON TOWN EASEMENT/ FLOODWAY/FLOODPLAIN</p> <p>2-7-24 PLANS REC'D</p> <p>5-2-24 R.O.W PERMIT REQUESTED</p> <p>5-28-24 REC'D HARD COPY OF PLANS</p> <p>5-30-24 EMAILS TO INCLUDE PUB. WORKS</p> <p>6-4-24 REC'D UPDATED PLANS BY EMAIL</p> <p>7-10-24 Pub.Works working with Dominion Energy on encroachments</p> <p>7-14-24 Teams Meeting set for 7/30/24 at 10am-canceled</p> <p>8/16 Rqst for encroachments</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 7, Item 7.1

				<p>8/27 Site Plan Review apln submitted, wait</p> <p>9/26/24 Permits issued and fees paid</p> <p>10/24/24 Flood Plain Permit Issued</p>
Rice and Valley	John Suther		Water Line ext, 2 SFH	<p>6/24 Plans rcd. Awaiting Payment</p> <p>10/8/24 Payment Rcd.</p> <p>10/10/24 TRC Begins</p> <p>10/30/24 Plans Approved/Emailed for Pick up</p>
Landis Shops	John Suther		Truck Repair Facility	<p>6/24 Plans rcd. Awaiting Payment</p> <p>10/8/24 Payment Rcd.</p> <p>10/10/24 TRC Begins</p> <p>10/30/24 Plans Returned/ Emailed for Pick up</p> <p>1/24/25 Electronic plans sent to Planning Director to go over corrections made.</p>
Landis Multi-Family	Dynamic Developers John Suther		Multifamily-proposing 15 units	<p>6/24 Plans rcd. Awaiting Payment</p> <p>10/8/24 Payment Rcd.</p> <p>10/10/24 TRC Begins</p> <p>10/30/24 Plans returned to S Ross</p> <p>1/24/25 Electronic plans sent to Planning Director to go over corrections made</p>
SITE 02-24	OCAMPO	US 29		<p>2-28-24 ELECTRONIC SITE PLAN REC'D</p> <p>3-5-24 REC'D \$325 SITE PLAN REV. FEE</p> <p>4-3-24 Rec'd hard copies of site plan waiting on building elevations.</p> <p>7-11-24 Rec'd complete site plans with building elevations</p> <p>7-23-24 Site plan review by RFlowe - 07-24-24messed Engineer with notes from RFlowe</p> <p>8-14-24 Review for follow up comments with R Flowe</p> <p>10/9/2024- Paid for 3rd Review</p> <p>10.22.24 Sent email letting them know that they sent us the construction plans, not the plans needed.</p> <p>10/28/24 Plans Received</p> <p>10/30/24 Plans Approved/ Picked up</p>
ZMA ✓	Legendre	627 S Chapel	RMST to CIV	<p>Legislative Hearing 10/14/24</p> <p>Approved 10/14/2024</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 7, Item 7.1

Recombination plat	Piedmont Design Assoc.	2211 Tully More	2 lots into 1	Paid \$100 on 7-16-24
Exemption, Recombination, annexation 7-15-24 PUB. HRNG ✓	CRETE SOLUTIONS & TWO-TEN PROPERTIES	220 OLD BEATTY FORD RD	COMBINING OF 3 SMALLER LOTS WITH 1 LARGE LOT	ANNEXATION AND RECOMBINATION
Landis Ridge Phase 2	Ryan Beedle and Jackson Shaw		Industrial Park	<p>10/22/24 SKETCH PLAT REVIEW & CONSULT, sent fee chart</p> <p>10/28/24 Sketch Plan paid \$270, Received site plans emailed for fee</p> <p>10/30/24 Site Plan Review Paid \$530</p> <p>11/19/24 Zoning Compliance Permit- Beacon-\$125, Zoning Site Plan Review – Beacon - \$1355 for a total of \$1480 paid</p> <p>11/25/24 Site Development Plans Approved by Rick Flowe</p> <p>12/20/24 TRC Review Complete</p> <p>1/22/25 TRC Review Comments from Planning Director emailed</p>
PLANS IN CONSTRUCTION/ REVIEW				
SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23	William N. West Owner Crete Solutions	220 OLD BEATTY FORD RD	<p>CONCRETE PLANT</p> <p>ANNEX REQ. FOR 7-15-24 PUB. HRNG ✓</p>	<p>04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS.</p> <p>4-26-23 RF review & staff rev. complete comments on plans</p> <p>4-27-26 Owner/Dev. Bill West p/up set w/comments.</p> <p>5-9-23 Rec'd partial set of plans- advised need complete sets.</p> <p>5-10-23 rec'd 2 complete sets of plans w/revisions</p> <p>5-17-23 R. Flowe to Developer West, plan set – scale is off. West to deliver a new complete plan set to NFocus Office this day. Flowe to review and sign zoning permit application if plans are approved. 5-17-23 Plans rec'd. R. Flowe approved plans for site construction. Zoning Permit #ZN-23-27 issued. Site work active.</p> <p>3-27-24 POSSIBLE SITE REVISION</p> <p>4-3-24 REVISED SITE PLAN \$525 PD</p> <p>5-10-24 Request ANNEXATION AND RECOMB. FOR 7-15-24 HRG</p> <p>6-11-24 RF conducted site inspection</p>

<p>SITE 01-23 BYRNE PROP KIMBALL RD PERMIT ISSUED 11-30-23</p>	<p>SHANNON SPARKS SURVEYOR BYRNE PROP. INC</p>	<p>KIMBALL ROAD MAP 123B 115</p>	<p><u>TOWNHOMES</u> <u>9 PROPOSED</u></p> <p>9-11-23 BD ALD APPROVED DEV. AGREEMENT</p>	<p>2-2-23 SKETCH PLAT REVIEW & CONSULT 2-2-23 PD \$245 SKETCH PLAT REV. & CONSULT 4-13-23 PD \$1085 FOR SITE PLAN REVIEW 4-26-23 Plans Reviewed by RF- approved. TRC & PL BD. (JUNE 21,2023) 6-27-23 owner paid for all tap fees \$45,000 6-29-23 rec'd updated plans 8-1-23 rec'd revised plan 8-8-23 Pl. Bd to review Dev. Agreement for Kimball Landing 9-11-23 BD ALD. Pub. Hearing for Dev. Agreement- APPROVED 9-27-23 DEV. AGREEMENT SIGNATURE BY DEV. 10-18-23 CONSTR. PLANS REC'D. 10-18-23 PAYMENT OF \$325PARTIAL CONSTR PLAN REVW 10-18-23 PAYMENT OF \$680 (8 TWNHMS- zoning permit) 10-19-23 RFLOWE REVIEWED. NEED UPDATED BUILDING ELEVATIONS TO CURRENT PLAN. 10-24-23 DEVELOPER AWARE OF PLANS NEEDED. 10-26-23 UPDATE CONST. PLANS REC'D 10-26-23 PAYMENT OF \$627- REMAINDER OF CONST REVW FEES PD. 11-29-23 PRE-CONST MTG 11-29-23 PLANS APPROVED FOR CONSTRUCTION 11-30-23 PERMIT ISSUED FOR SITE WORK 3-13-24 BUILDING BEGINNING</p>

<p>SITE DEV 04-22 RICE RD TOWNHOMES PERMIT ISSUED 12-28-22FOR SITE DEV.</p>	<p>JOURNEY CAPITAL, LLC ANDREW WALTZ 704- 453-2700 RICE RD TOWNHOMES ACTIVE FOR REVIEWS</p>	<p>221 E RICE STREET</p>	<p>TOWNHOMES</p>	<p>1-12-22 MTG R FLOWE <i>PAYMENTS: 5-11-22: \$325, 5-17-22: \$1,812</i> 6-21-22 TRC MTG TO REVIEW <i>PLAN- Location: IN map cage</i> 8-10-22 PL. BD REV. -DEV/ENGINEER NEED TO MEET TO DISCUSS WITH R FLOWE 9-1-22 MTG W/FLOWE NEXT STEP: SUBMITTAL OF REVISED SITE 11-3-22 REVISED PLANS REC'D 11-8-22 PL BD OVERVIEW 11-22-22 TRC COMMENTS COMPLETE 11-30-22 PLANS W/COMMENTS READY FOR P/UP 12-5-22 plans p/up by developer for review/revisions</p>
--	--	-------------------------------------	------------------	--

<p>#04-22 RICE ST. TWNHMS CONT.</p>				<p>12-13-22 REC'D REVISED PLANS 12-15-22 PLANS REVIEWD BY RFLOWE APPROVED AS NOTED READY FOR PICK UP (EMAILED) 12-19-22 PICKED UP by developer 12-19-22 rec'd zoning permit appl by email. 12-28-22 rec'd address from county 12-28-22 issued zoning permit # ZN-22-81 4-18-23 Rec'd 1 new page to plans. 4-26-23 RF review, waiting on stormwater review, still need correct buildings sheet. 5-2-23 STORMWATER REVIEWED 5-3-23 Emailed screenshot of comments- Waiting on corrected buildings sheet. 5-16-23 REC'D 2 COMPLETE SET OF PLANS 5-16-23 PLANS APPROVED –DEV. To p/up NEXT STEP: PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM 5-19-23 PLANS P/UP 5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements 6-6-23 Const. Admin Fees Pd: \$1,180.50 6-30-23 UPDATED PLANS REVIEWED-APPROVED 7-6-23 REC'D MATERIALS LIST SITE DEV # 04-22 RICE STREET TOWNHOMES CONT. REVIEW OF W/S, BLDG ELEVATION FEES PD: PREL PLAT \$450, SKETCH PLAN\$100, UNITS \$100 SITE WORK ACTIVE 10-11-23 REC'D UTILITY AS BUILTS 10-16-23 PLANS ACCEPTED BY RFLOWE 10-17-23 EMAILED DEV. READY FOR PICK UP 10-18-23 FINAL PLAT- MYLAR REC'D 10-19-23 R FLOWE SIGNED PLAT 10-25-23 ENGINEER W. WEBB REVIEWING FOR SIGNATURE 10-31-23 MORE INFO NEEDED- EMAILED DEVELOPER– as-built drawings, construction certifications from the design engineer, and cad files for the water, sewer, and storm drainage locations 11-8-23 Rec'd mylar – waiting on State permits 11-16-23 mtg w/state rep re approvals 11-20-23 application submitted with NCDEQ 11-21-23 REC'D \$350 FINAL PLAT FEE 12-5-23 final plat rec'd</p>
-------------------------------------	--	--	--	--

<p>Rice Street TWNHMS Cont.</p>				<p>12-13-23 NOTICE OF VIOLATION (NCDEQ REQ.) 12-21-23 Rec'd Subdivision Bond copy 2-7-24 REC'D PERMIT FEES FOR 10 TWNHOMES (10X\$50 2-8-24PER UNIT FEES PD FOR 10 TWNHMS (10 X \$35) 2-8-24 PERMIT ISSUED FOR 5 TWNHMS 2-14-24 Rec'd NCDEQ permit to construct water system. 2-14-24 Rec'd NCDEQ water system approval 2-21-24 NCDEQ permit to construct wastewater system. 3-27-24 VIOLATION NOTICE TO DEVELOPER \$9,654.66 4-29-24 SEWER CERT REQUEST 12-27-24 \$4,254.66 Violation Paid 1-6-25 Zoning Compliance Permits Paid for Lots- 7,8,9,10 and 11 \$170 each</p>
<p>W. Garden Race Shop</p>				<p>11-19-24 Paid Sketch Plan Review \$270 & Site Plan Review \$530 – CESI 12-20-24 TRC Review Complete</p>
<p>ZMA</p>	<p>Coldwater Street</p>		<p>CIV to SFR-2</p>	<p>12-9-24 Approved</p>



Department Report

MEETING TYPE: Board of Alderman

DATE: February 10, 2025

SUBMITTED BY: Matthew Geelen, Police Chief

ITEM TYPE: Report

AGENDA SECTION: Departmental Report

SUBJECT:

DETAILS:

Total Calls for Service (Including Self-initiated calls) – 1,156

Self-Initiated Calls – 989

Calls for Service – 167

Traffic Stops - 69

Traffic Accidents - 7

Vehicle Mileage:

LPD-081: 145,850	LPD-173: 78,527	LPD-212: 28,002
LPD-101: 107,823	LPD-174: 81,145	LPD-231: 7,706
LPD-151: 76,943	LPD-175: 83,491	LPD-232: 11,491
LPD-161: 77,371	LPD-176: 77,861	LPD-233: 7,005
LPD-171: 79,753	LPD-177: 92,444	



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: February 10, 2025
SUBMITTED BY: Blake Abernathy, Public Works Director
ITEM TYPE: Report
AGENDA SECTION: Department Reports
SUBJECT: Monthly Reports

DETAILS:

PUBLIC WORKS MONTHLY REPORT

Water/Sewer Department	
Work Orders Completed	70
Start Services	21
Stop Services	6
Disconnects	8
Outages	21
Meter/MXU Change Outs	3
Sewer Lift Station Checks	50
Hydrant Routes (Water Quality Flushing)	15
Water Pump Station Checks	23
Stormwater Department	
Work Orders Completed	1
Preventative Maintenance (e.g. Ditch Cleaning, Culvert Jetting, etc.)	1
Street Department	
Work Orders Completed	40
Rowan County Dump Runs	6
Bulk Trash/Debris Routes	8

Electric Department	
Work Orders Completed	78
Start Services	39
Stop Services	5
Disconnects	39
New Temp Services	3
Street/Security Lights Install/Repair	15
Pole Repair/Replace	2
Outages:	
Environmental	0
Load Demand	6
Vehicle Collision	0
Total Outages	6
Reporting Made By	
Go Gov	0
Walk In	61
Phone Call	114



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: February 10th, 2025
SUBMITTED BY: Carly Loflin, UB/AR Coordinator
ITEM TYPE: Report
AGENDA SECTION: Department Reports
SUBJECT: **Monthly Report**

DETAILS:

Utility Services Monthly Report

CASH PAYMENTS	359
CREDIT CARD PAYMENTS	1435
CHECK PAYMENTS	1227
BANK DRAFT PAYMENTS	480
DISCONNECTIONS	47
AMI ELECTRICAL METERS	3310
REMAINING MANUAL METERS	26
WATER METERS	2221
CUSTOMER USAGE PORTAL	505



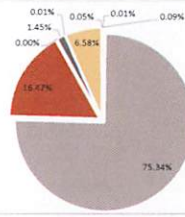
Item Cover Page

MEETING TYPE: Board of Alderman
DATE: February 10, 2025
SUBMITTED BY: Michael D. Ambrose, Town Manager
ITEM TYPE: Report
AGENDA SECTION: Reports
SUBJECT: **Monthly Financial Dashboard**

DETAILS:

**Town of Landis
FY25 Monthly Summary
January 2025**

Operating Budget Revenues	Budgeted FY24/25	January	FY24/25 YTD	%
Property Tax - Current	2,175,104.00	\$0	\$1,675,406	77%
Tax Collection - Prior Years	45,000.00	\$0	\$40,561	90%
Vehicle Interest	1,500.00	\$0	\$1,108	74%
Interest and Penalties	10,000.00	\$0	\$9,068	91%
Property Tax Auto - Current	228,595.00	\$0	\$125,401	55%
Vehicle Tag Fee	65,000.00	\$0	\$35,330	54%
Building Rental Fees	7,200.00	\$575	\$5,750	80%
Sponsorships	1,500.00	\$0	\$0	0%
Interest on Investments	190,000.00	\$22,506	\$113,606	70%
Interest on Investments - Powell Bill	35,000.00	\$2,884	\$11,617	33%
Police Fees & Fines	850.00	\$0	\$276	32%
First Responder	1,500.00	\$135	\$2,480	165%
Grant Received	5,000.00	\$0	\$30,433	609%
Excise Tax on Piped Gas	11,000.00	\$0	\$537	5%
Franchise Tax on Electric PO	292,927.00	\$0	\$177,602	61%
Sales Tax on Telecommunications	7,931.00	\$0	\$2,373	30%
Sales Tax on Video Programming	9,346.00	\$0	\$2,376	25%
Local Government Sales & Use Tax	910,000.00	\$116,994	\$794,054	87%
Powell Bill Revenues	150,000.00	\$72,387	\$144,775	97%
ABC Revenue - County	14,000.00	\$0	\$7,640	55%
Court Cost	200.00	\$72	\$672	336%
Sales Tax Refund	70,000.00	\$0	\$0	0%
Planning/Zoning Fees	75,000.00	\$1,150	\$69,299	92%
Code Enforcement Clean-up	-	\$0	\$296	100%
Garbage Collection Fees	340,000.00	\$31,420	\$171,637	50%
Resource Officer Reimburse	170,000.00	\$0	\$184,050	108%
EMS Utility Reimbursement	5,000.00	\$110	\$770	15%
ABC Profits - State	15,000.00	\$0	\$0	0%
Solid Waste Disposal Tax	3,100.00	\$0	\$1,504	49%
East Landis Property Tax	32,000.00	\$0	\$27,088	85%
East Landis Tax - Prior Years	200.00	\$0	\$0	0%
East Landis Penalties and Interest	1,500.00	\$0	\$983	66%
East Landis - Motor Vehicles	4,500.00	\$0	\$2,726	61%
Debt Setoff	100.00	\$0	\$0	0%
Police Service Reimbursement	-	\$314	\$3,214	100%
Fire Service Reimbursement	-	\$0	\$1,390	100%
Over/Short	-	\$0	-\$551	0%
Sale of Fixed & Surplus Assets	50,000.00	\$5,250	\$75,925	152%
Rowan Municipal Association	2,000.00	\$252	\$1,296	65%
Fund Balance Appropriated	1,042,174.00	\$0	\$0	0%
Administrative Service Charges	797,422.00	\$0	\$199,356	25%
Park Revenues	155,900.00	\$1,092	\$94,289	60%
Water Service	1,130,000.00	\$89,755	\$595,875	53%
East Landis Water	50,000.00	\$0	\$0	0%
Reconnect Fees	-	\$3,900	\$18,825	100%
Water Tap Access Fee	-	\$0	\$4,032	100%
Interest on Investments	84,000.00	\$3,007	\$19,834	24%
Miscellaneous Income	-	\$0	\$6,155	100%
Tap Fees - Water	50,000.00	\$4,332	\$15,543	31%
Grant - Water	2,125,000.00	\$0	\$0	0%
Planning Review Fees	-	\$8,755	\$40,700	100%
Debt Setoff	5,000.00	\$0	\$0	0%
Fund Balance Appropriated	3,147.00	\$0	\$0	0%
Sewer Service Fees	1,024,000.00	\$84,198	\$475,483	46%
Sewer Impact Fees	15,000.00	\$0	\$5,936	40%
Interest on Investments	-	\$3,007	\$19,821	100%
Tap Fees	35,000.00	\$4,332	\$17,103	49%
Fund Balance Appropriated	30,938.00	\$0	\$0	0%
Stormwater Fees	115,000.00	\$9,930	\$59,420	52%
Interest on Investments - Stormwater	2,000.00	\$215	\$1,428	71%
Planning/Zoning Fees	-	\$12,125	\$44,201	100%
Fund Balance Appropriated	3,147.00	\$0	\$0	0%
Electricity Fees	6,095,000.00	\$524,616	\$3,123,799	51%
Penalties - Electric	100,000.00	\$6,617	\$47,672	48%
Reconnect Fees	40,000.00	\$0	\$12,375	31%
Meter Tampering Fees	1,000.00	\$400	\$400	40%
Pole Attachments	500.00	\$1,580	\$11,041	2208%
Interest on Investments - Electric	70,000.00	\$6,611	\$43,120	62%
Miscellaneous Income	1,000.00	\$0	\$10,880	1088%
Underground Service	400.00	\$0	\$0	0%
Payment Return Fees	3,000.00	\$0	\$1,330	44%
Debt Setoff	3,000.00	\$0	\$4,045	135%
Sale of Surplus Assets - Electric	8,000.00	\$0	\$0	0%
Vendor Reimbursement	982,979.00	\$0	\$983,123	100%
RE Appropriated - Electric	331,172.00	\$0	\$0	0%
Total	19,233,831.00	\$1,018,521	\$9,596,474	50%



Bank Balances			
Bank OZK - General Fund Checking Account	\$1,000.00	0.01%	
Payroll Account	\$11,043.55	0.09%	
NCCMT - General Fund	\$9,514,599.22	75.34%	
General Fund Sweep Account	\$2,080,381.84	16.47%	
Payroll Account	\$0.00	0.00%	
Passive Park Fund Savings Account	\$182,931.80	1.45%	
Passive Park A/P Account	\$1,000.00	0.01%	
NCCMT - Powell Bill Restricted	\$830,856.29	6.58%	
Landis Police Foundation	\$6,398.55	0.05%	
TOTAL	\$12,628,211.25	100%	



Operating Budget Expenditures	Budgeted FY24/25	January	FY24/25 YTD	%
Administration	\$1,410,850	\$108,204.49	\$730,223.17	52%
Police Department	\$1,601,003	\$148,957.18	\$890,093.91	56%
Fire Department	\$1,476,996	\$107,410.63	\$893,817.63	61%
Streets Department	\$1,519,213	\$71,683.51	\$418,369.51	28%
Sanitation Department	\$310,000	\$22,721.84	\$134,749.28	43%
Parks and Recreation	\$547,460	\$29,481.70	\$337,918.98	62%
Electric Department	\$7,636,051	\$358,012.14	\$3,173,117.82	42%
Water Department	\$2,897,526	\$181,908.49	\$3,061,520.84	106%
Sewer Department	\$1,355,560	\$101,965.04	\$937,331.05	69%
Storm Water Department	\$120,147	\$2,103.95	\$28,725.08	24%
Debt Service - Municipal Loan/Copiers	\$60,025	\$1,596.58	\$54,519.97	91%
Debt Service - USDA Bonds/Sewer Equip / Srf Loan	\$299,000	\$0.00	\$55,229.00	18%
Total Expenditures	\$19,233,831.00	\$1,114,045.55	\$10,716,016.24	56%

Landis Police Foundation	Balance	January	FY 24/25
	\$6,399		\$601
Revenues - Sponsorships & Interest			\$601
Expenditures			\$1,229

Passive Park Fund	Balance	January	FY 24/25
	\$183,932		\$1,172
Revenues - Sponsorships & Interest			\$1,172
Expenditures			\$230

Downtown Revitalization Grant (Project #25-6)	Balance	January	FY 24/25
	\$12,237		\$0
Revenues			\$0
Expenditures			Allocated
Gloves and new light bulbs for Central Avenue			Completed \$15,633
Landscaping (project #s 25-10, 25-11, 25-12, and 25-13)			\$60,940 \$0
Repair Town Crier Clock			\$8,565
Welcome to Landis Christmas/Winter Banners			\$2,625
Totals		\$60,940	\$26,823

Powell Bill	Balance	January	FY 24/25
	\$293,953		\$72,387
Revenues			\$72,387
Expenditures			Allocated
Rent Street Sweeper			Completed \$3,400
Traffic Directional/Speed Signs			\$3,340
Sidewalk Project (project #25-28)			\$51,750
Stormwater Repair (Jefferson Heights)			\$6,358
Asphalt Repair (Kimball Rd)			\$26,000
Paving			\$217,233 \$0
Totals		\$217,233	\$90,848



Town Manager Report Month of January 2025

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

1. 12KV Conversion has begun on the east side of Landis, from S Chapel Street to Dial Street. The citizens who live on the east side of town may see some minor outages during this conversion. Town Staff will be communicating all the road closures to the public as they are needed.
2. The Elevated Water Tank Grant Project construction is set to begin this month at the Town's Public Works Facility. This tank project is fully funded from State ARPA dollars, and did not require a local match. This tank will increase the water flow on the system and area.
3. The New Landis Fire Engine (Engine 441) is ready for the road, and will be placed into service on Thursday February 6, 2025, at 5pm. All citizens, staff, and area fire departments are encouraged to attend.
4. Town Staff worked with Emergency Management Officials for the last two months to update the Town's Hazard Mitigation Plan for FEMA. This plan is in place to help reduce the impact of future disasters on the community. Since the Town has this plan in place it does allow for FEMA and North Carolina State funding if another disaster occurs with significant damages.
5. The Town 2024 Paving is behind schedule (according to the contractor) however it should be completed in the Spring of 2025. We will post the affected streets on our website, and social media outlets around that timeframe, so citizens will be aware of any detours.
6. South Main Street / South Upright Street Sewer Line Replacement is in the construction phase of the grant project. These grant dollars were awarded to the Town without a local match and will allow the Town to upgrade the lines going to the South Upright Sanitary Sewer Lift Station. Additionally, this project did allow some funding to rehabilitate the South Upright Station for some needed repairs.
7. The Town has received \$300,000 from the NC Streamflow Rehabilitation Assistance Grant Program to help with some of our PL-566 Watershed Dam challenges at Lake Landis. These challenges were identified by our recent NCDEQ inspection. This project is slated to begin this month with vegetation removal from Lake Landis Dam.

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

Thank you,

Michael D. Ambrose

2025

FEBRUARY



Section 8, Item 8.1

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

NOTE

EVENTS 2024 - 2025

UPCOMING

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

FOR MORE INFORMATION V
WWW.TOWNOFLANDISNC.GOV

163

2025

MARCH



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

NOTE

EVENTS 2024 - 2025

UPCOMING

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

FOR MORE INFORMATION VISIT
WWW.TOWNOFLANDISNC.GOV

