



BOARD OF ALDERMAN

Monday, December 11, 2023 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. minutes:

- [2.1](#) Consider Approval of Work Session Meeting Minutes from November 9, 2023 and Regular Scheduled Meeting Minutes from November 13, 2023

3. PRESENTATIONS:

- 3.1 Honor Outgoing Board of Aldermen Member Katie Sells
- 3.2 Swearing In Elected Officials - Mayor Smith, Alderman Nelms, and Alderman Ashley Stewart
- 3.3 Appoint and Swear In Mayor Pro-Tem

4. RECESS/RECEPTION:

- 4.1 Recess

5. 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

- [5.1](#) Consider Approval of the New Public Safety Radio Contract
- [5.2](#) Consider Approval of Accepting Patrol Vehicle Insurance Payout
- [5.3](#) Consider Approval of the 12KV Line Work Bid
- [5.4](#) Consider Approval of the 2024 Meeting Calendar
- [5.5](#) Consider Approval of a 100-Gallon Poly Skid Sprayer for the Street Department Crew
- [5.6](#) Consider Approval of the Substation Batteries for 12KV Conversion
- [5.7](#) Consider Approval of Schnabel Engineering to develop a Action Plan for the Lake Landis, Lake Corriher, and Lake Warrior Dam Issues
- [5.8](#) Consider Approval for replacement of Town Hall A/C Unit

6. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

- 6.1 Citizens' Comments

7. CONSIDERATIONS:

- [7.1](#) Consider Appointing Town Manager Michael Ambrose to the Technical Coordinating Committee of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO), and Public Works Director Joe Halyburton as the Alternate
- [7.2](#) Consider Appointing Mayor Smith to the Transportation Advisory Committee of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO), and Mayor Pro-Tem Stewart as the Alternate
- [7.3](#) Consider Appointing an Elected Official to the Centralina Board of Delegates and Additionally Appointing an Alternate Member
- [7.4](#) Consider Approval of the Town Hall Utility Billing Office Remodel
- [7.5](#) Consider Approval of Installing New Flooring Throughout Town Hall and the Board Room
- [7.6](#) Consider Approval of a Digital Filing System for all Town Records

8. REPORTS:

- [8.1](#) Departmental Reports (Included in the Board packet)
- [8.2](#) Financial Report (Included in the Board packet)

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

9. UPCOMING EVENTS:

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

10. CLOSED SESSION:

[10.1](#) Consider Motion to Enter Closed Session Pursuant to N.C. G.S.143-318.11(a)(3) to Consult with Town Attorney

11. CLOSING:

11.1 Board Comments

11.2 Motion to Adjourn



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Meeting Minutes

AGENDA SECTION: Minutes

SUBJECT: **Consider Approval of Work Session Meeting Minutes from November 9, 2023 and Regular Scheduled Meeting Minutes from November 13, 2023**

DETAILS:



WORK SESSION

Thursday, November 09, 2023 at 5:30 PM
Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

Present: Mayor Meredith Bare Smith, Alderman Darrell Overcash, Alderman Tony Corriher, Alderwoman Katie Sells, Mayor Pro-Tem Ashley Stewart

Staff Present: Town Manager Michael Ambrose, Human Resources Director/Town Clerk Madison Stegall, Finance Director Jeneen McMillen, Deputy Town Clerk Angie Sands, Town Attorney Rick Locklear

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Adoption of Agenda

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

Moved by Mayor Pro-Tem Ashley Stewart, seconded by Tony Corriher

Motion passed: 4-0

Voting for: Ashley Stewart, Tony Corriher, Katie Sells, Darrell Overcash

2. CONSIDERATIONS:

2.1 Consider Approval of Revised Town of Landis ARTICLE VII. Holidays and Leaves of Absence Policy.

ACTION: A MOTION WAS MADE TO CONSIDER APPROVAL OF TOWN OF LANDIS ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE POLICY.

Moved by Ashley Stewart, seconded by Katie Sells.

Motion Passed: 4-0

Voting for: Tony Corriher, Katie Sells, Darrell Overcash, Ashley Stewart.

2.2 Consideration of Discussion of the Agenda Packet for November 13, 2023, Regular Scheduled Meeting in Order to Provide Opportunities for Board Members to Study Issues, Gather and Analyze Information, and Clarify Direction for Staff.

11/13/23 Agenda Items Discussed: (The Agenda for 11/13/23 was discussed sequentially, only items that were deliberated will be mentioned below.

3.1 Public Legislative hearing- Landis Development Ordinance (LDO) Zoning Text Amendment (ZTA)- recommended by staff with unanimous recommendation by Planning Board on 23 October 2023.

Mayor Pro-Tem Ashley Stewart asked if the updates were just procedural. Town Manager Michael Ambrose said they were procedural from his understanding.

6.1 Consider Approval to Accept State Appropriations for the South Rowan High School Water Line Project.

Town Manager Michael Ambrose spoke briefly about how this would prevent staff from having to dump about 24,000 gallons of water every day. The lines would loop back into the main system. Mayor Pro-Tem Ashley Stewart asked if it would help the flow capacity that was addressed in ISO rating. Town Manager Michael Ambrose replied with it will increase the flow capacity of the hydrant.

6.2 Consider Approval of Speed Bumps on S Kimmons Street Between W Rice Street and W Ryder Avenue to Slow Traffic Down on the Roadway.

Town Manager Michael Ambrose met with residents regarding speed. This is a cut through road that cars are speeding up and down. Staff have taken measures in that area. The fastest car was going about 50 MPH. Manger Ambrose recommended to lower the speed limit and put in speed humps. There was discussion between the board and the consensus was to reduce speed first and then revisit the situation if the issue is not resolved.

3. CLOSING:

3.1 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN AT 5:55PM

Moved by Ashley Stewart, seconded by Katie Sells

Passed: 4-0

Voting For: Tony Corriher, Darrell Overcash, Katie Sells, Ashley Stewart.

Respectfully Submitted,

Madison T. Stegall, Town Clerk

DRAFT



BOARD OF ALDERMAN

Monday, November 13, 2023 at 6:00 PM
Landis Board Room

AGENDA

PLEASE SILENCE ALL CELL PHONES

Present: Mayor Meredith Smith, Mayor Pro-Tem Ashley Stewart, Alderman Darrell Overcash, Alderman Tony Corriher, Alderwoman Katie Sells.

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

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed everyone in attendance.

1.3 Moment of Silence and Pledge of Allegiance

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

1.4 Adoption of Agenda

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

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Stewart, Katie Sells

2. CONSENT AGENDA:

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

REQUESTED ACTION: Motion to Approve Consent Agenda as presented

- 2.1 Consider Approval of Work Session Meeting Minutes from October 5, 2023, and Regular Scheduled Meeting Minutes from October 9, 2023**
- 2.2 Consider Approval of Budget Amendment #32 to Correct Budget Amendment #19**

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

Moved by Ashley Stewart, seconded by Tony Corriher

Motion Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

3. PUBLIC HEARINGS:

- 3.1 Public Legislative Hearing - Landis Development Ordinance (LDO) Zoning Text Amendment (ZTA) - recommended by staff with unanimous recommendation by Planning Board on 23 October 2023**

Planning, Zoning, and Subdivision Administrator, Rick Flowe, gave a brief overview of the (LDO) Zoning Text Amendment.

ACTION: A MOTION WAS MADE TO OPEN PUBLIC LEGISLATIVE HEARING TO HEAR COMMENTS ON THE LANDIS DEVELOPMENT ORDINANCE ZONING TEXT AMENDMENT.

Moved by Ashley Stewart, seconded by Darrell Overcash

Motion Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Katie Sells, Tony Corriher

No comments or questions were made.

ACTION: A MOTION WAS MADE TO CLOSE PUBLIC LEGISLATIVE HEARING TO HEAR COMMENTS ON THE LANDIS DEVELOPMENT ORDINANCE ZONING TEXT AMENDMENT.

Moved by Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

ACTION: A MOTION WAS MADE TO AMEND THE LANDIS DEVELOPMENT ORDINANCE (LDO).

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

4. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

4.1 Citizens' Comments

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

"I would like to start my comments with Mayor Smith does not adhere to the fact that anyone speaking is supposed to speak with microphones. Last Thursday at the meeting she asked, spoke to Ryan Nelms who was sitting in the she paused for a minute then asked the mayor if she was through. When Mr. Nelms started speaking, I raised my hand, signaling to her I could not hear what was being said. She allowed him to continue speaking. When Mr. Nelms finished speaking, the mayor went next to Ambrose to speak in the microphone. November 2010, along with Representative Julian Sain, as mediation when Reed Lynn was then Town Manager and Steve Rowland ADA coordinator, this was about using microphones. The meeting was done using a mediator, the civil rights division chose to help. Paperwork was faxed to Washington DC to either be approved or not. It was approved, copies were made and given to me to sign along with representative Julia Sain, Reed Lynn, and Steve Rowland. Yes Mayor Smith, this is in effect still today. I suggest you adhere to this."

5. ORDINANCES/RESOLUTIONS:

5.1 Consider Approval of South Central Ave. Christmas Event Resolution #20231113 of Intent and Authorization to Enter Agreement to Close a Portion of South Central Avenue On-Street Parking and Public Sidewalk and Consider Approval of Release and Hold Harmless Agreement.

Town Manager Michael Ambrose explained to the Board that this event the Business owners on Central wanted to have. It would close parking closest to the business side.

ACTION: A MOTION WAS MADE FOR APPROVAL OF SOUTH CENTRAL AVE CHRISTMAS EVENT RESOLUTION #20231113 OF INTENT AND AUTHORIZATION TO ENTER AGREEMENT TO CLOSE A PORTION OF SOUTH CENTRAL AVE ON-STREET PARKING AND PUBLIC SIDWALK

Moved by: Ashley Stewart, seconded by Tony Corriher

Passed: 4-0

Voting for: Ashley Stewart, Tony Corriher, Darrell Overcash, Katie Sells

ACTION: A MOTION WAS MADE FOR APPROVAL OF RELEASE AND HOLD HARMLESS AGREEMENT.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

5.2 Consider Approval of Ordinance #2023-11-13-1 Declaring the Closure of Portions of Both South and North Main Streets for the Southern Rowan Christmas Parade

ACTION: A MOTION WAS MADE TO APPROVE ORDINANCE #2023-11-13-1 DECLARING THE CLOSURE OF PORTIONS OF BOTH SOUTH AND NORTH MAINS STREETS FOR THE SOUTHERN ROWAN CHRISTMAS PARADE.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

6. CONSIDERATIONS:

6.1 Consider Approval to Accept State Appropriations for the South Rowan High School Water Line Project

ACTION: A MOTION WAS MADE TO ACCEPT THE STATE APPROPRIATIONS FOR THE SOUTH ROWAN HIGH SCHOOL WATERLINE PROJECT.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

ACTION: A MOTION WAS MADE TO EARMARK FUNDS FOR THE SOUTH ROWAN WATER LINE PROJECT.

Moved by: Ashley Stewart, seconded by Tony Corriher

Passed 4-0

Voting for: Ashley Stewart, Tony Corriher, Darrell Overcash, Katie Sells

6.2 Consider Approval of Reduction of Speed Limit on S Kimmons Street to 25 MPH from 35 MHP

Mayor Smith had a couple of citizens call and propose 4 way stop signs.

Mayor Pro-Tem Ashley Stewart suggested we go ahead and reduce speed, write tickets for those who are speeding and see what may come from that.

ACTION: A MOTION WAS MADE TO APPROVE THE REDUCTION OF THE SPEED LIMIT ON S KIMMONS STREET TO 25 MPH FROM 35 MPH

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

6.3 Consider Approval of the New Harris Local Government Smart Fusion Financial and Utility Billing Software Contract

Town Manager Michael Ambrose stated that this is our current software, and that the original price was \$35000.00 that was reduced to \$27500.00 with no increase for five years. It also allows us to have more functionality.

ACTION: A MOTION WAS MADE TO APPROVE THE NEW HARRIS LOCAL GOVERNMENT SMART FUSION FINANCIAL AND UTILITY BILLING SOFTWARE CONTRACT.

Moved by: Ashley Stewart, seconded by Katie Sells

Passed: 4-0

Voting for: Ashley Stewart, Katie Sells, Tony Corriher, Darrell Overcash

6.4 Consider Approval of Dissolving the Utility Services Director Position and Creating Two Utility Billing/Accounts Receivable Clerk Positions

Town Manager Michael Ambrose expressed that dissolving this position would not cause a budget increase. The two positions would assume the responsibility of the Utility Services Director.

ACTION: A MOTION WAS MADE TO APPROVE DISSOLVING THE UTILITY SERVICES DIRECTOR POSITION AND CREATING TWO UTILITY BILLING/ACCOUNTS RECEIVABLE CLERK POSITIONS.

Moved by: Ashley Stewart, seconded by Tony Corriher

Passed: 4-0

Voting for: Ashley Stewart, Tony Corriher, Darrell Overcash, Katie Sells

6.5 Consider Approval of the Donation of the Fire Smokehouse to Boonville Fire Department for Refurbishment

Town Manager Michael Ambrose expressed that the Fire Smokehouse was donated to us from Kannapolis Fire Department. Staff are looking at inflatable smokehouse options that are compactable and easy store and move. The cost is approximately \$6000.00.

ACTION: A MOTION WAS MADE TO APPROVE THE DONATION OF THE FIRE SMOKESHOU TO BOONVILLE FIRE DEPARTMENT FOR REFURBISHMENT.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

6.6 Consider Approval of Receiving State Appropriations for the Purpose of Downtown Revitalization in the Amount of \$100,000

ACTION: A MOTION WAS MADE TO ACCEPT THE APPROVAL OF RECEIVING STATE APPROPRIATIONS FOR THE PURPOSE OF DOWNTOWN REVITALIZATION IN THE AMOUNT OF \$100,000.00

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

ACTION: A MOTION WAS MADE TO EARMARK THE APPROPRIATIONS FOR THE PURPOSE OF DOWNTOWN REVITALIZATION IN THE AMOUNT OF \$1000.00

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

6.7 Consider Approval of Applicants for the D.C. and Frances Linn Park Committee

ACTION: A MOTION WAS MADE TO ACCEPT LEE ANN FREEZE, RANDALL PERTERMAN, AND MICHELLE GRAY FOR THE D.C. AND FRANCES LINN PARK COMMITTEE.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

6.8 Consider Approval of Closing Town Hall at 10:00 AM on November 21, 2023, in Preparation for the Southern Rowan Christmas Parade.

Town Manager Michael Ambrose requested to close Town Hall doors at 10:00 AM to the citizens, however, staff would provide phone service until about noon then it would go to the answering service.

ACTION: A MOTION WAS MADE TO APPROVE THE CLOSING OF TOWN HALL AT 10:00 AM ON NOVEMBER 21, 2023, IN PREPARATION FOR THE SOUTHERN ROWAN CHRISTMAS PARADE.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Passed: 4-0

Voting for: Ashley Stewart, Darrell Overcash, Tony Corriher, Katie Sells

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)|
- 7.4 Downtown S Central Sidewalk Project Update

Mayor Smith asked if we could start the bid process. Town Manager Michael Ambrose said we could start the process, but it wouldn't be back until the February meeting.

8. UPCOMING EVENTS:

8.1 December Events (Included in the Board packet)

Mayor Smith reiterated that the campfire Christmas with Santa is on December 9, 2023. Town Manager Michael Ambrose spoke about Coffee with a Cop on Friday November 17, 2023, 4 PM to 5PM.

9. CLOSING:

9.1 Board Comments

- Mayor Smith talked about the coat drive the Landis Police Department was doing.
- Alderman Darrell Overcash wanted to add that the savings that Town Manager Michael Ambrose negotiated was saving the town \$7500.00 per year.

9.2 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN THE MEETING AT 6:19PM

Moved by: Darrell Overcash, seconded by Ashley Stewart

Passed: 4-0

Voting for: Darrell Overcash, Ashley Stewart, Tony Corriher, Katie Sells

Respectfully Submitted,

Madison T. Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of the New Public Safety Radio Contract**

DETAILS:

Rowan County is our sole provider of radios for all Public Safety Personnel. The County has decided to upgrade all of our current radios to the latest 800-megahertz radio; therefore, they are requiring a new contract with the Town.

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

EQUIPMENT LOAN AGREEMENT

THIS EQUIPMENT LOAN AGREEMENT (“Agreement”) is made as of this the __ date of _____, 2023 by and between ROWAN COUNTY, a body politic of the State of North Carolina (“County”) and _____ (“Borrower”). County and Borrower may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, County has purchased new replacement Motorola radios and desires to loan a certain number of such radios to each of the county municipalities or other agencies in an effort to standardize emergency communications among the several emergency services and/or law enforcement agencies; and

WHEREAS, Borrower desires to borrow the radios consistent with the terms contained herein; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes, and the parties hereto have followed all of the necessary local and state procurement policies and are duly authorized to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises made herein below, the parties agree as follows:

1. Equipment. Subject to all terms and conditions of this Agreement, County will loan to Borrower the materials or equipment specified on the attached Exhibit A (the “Equipment”), as may be amended from time to time to reflect Equipment changes.
2. Term. The term (the “Initial Term”) of this Agreement shall be TEN (10) YEARS and begins on the __ day of _____, 2023, and expires on the __ day of _____, 2033, unless the Agreement is either sooner terminated or extended by mutual agreement in writing; provided, however, this Loan Agreement shall automatically extend for an additional TEN (10) YEAR period (the “Extension Term”) in the event that the County has not provided a total replacement of the Equipment prior to the expiration of the Initial Term.

3. Permitted Use. The Equipment shall be used for the sole purpose of emergency communications consistent with all adopted policies of the County as provided to each Borrower. At the end of the Term, Borrower shall return the Equipment in its original condition, ordinary wear and tear accepted.
4. Acquisition of Equipment. County has procured the Equipment consistent with state and local procurement policies and statutes.
5. Responsibility for Loss or Damage. Borrower is responsible, from the time Borrower takes possession of Equipment until Equipment is returned to the possession of County, for any Equipment that is lost or damaged beyond repair from the time Borrower takes possession until the Equipment is returned to the possession of County. "Damaged beyond repair" is defined as such damage determined by Motorola under any applicable repair policies or programs that exceeds "depot repair" costs, currently \$1,000.00). All other damaged Equipment shall be returned to the County and shall be repaired by the County under its available repair programs with Motorola, and to the extent available, County shall use reasonable efforts to provide replacement Equipment while any individual unit is being repaired or replaced.
6. Insurance. At all times during its possession of the Equipment, Borrower shall maintain all-risk insurance coverage against loss or damage of the Equipment up to its replacement value.
7. Indemnification. Borrower accepts all risks to itself and to any third parties that may result or arise out of the possession or use of the Equipment and, to the extent allowed by law, agrees to indemnify and save harmless County, its officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for damages to person or property arising out of its possession or use of the Equipment.
8. No Warranty. Borrower accepts the Equipment "As Is". County makes no warranty of any kind including that the Equipment is suitable for the use for which it is designed.
9. Termination. Either Party may terminate this Agreement at any time by giving one hundred eighty (180) days' written notice to the other Party. In addition, County may terminate this Agreement sooner than one hundred eighty (180) days in the event of Borrower's failure to comply with any of the terms and conditions of this Agreement; provided, however, the County shall provide written notice to Borrower of such breach and allow thirty (30) days for Borrower to cure the breach.
10. Ownership. The County shall at all times be the Owner of all Equipment herein. Because the Equipment serves as collateral for the County's financing of the Equipment, Borrower shall at all times maintain a complete log of all Equipment in its possession and shall provide such log to County upon request to confirm that all Equipment is readily available and in use.
11. Assignment. Borrower shall not assign this Agreement or any privileges granted hereunder without the prior written consent of County.

12. Notices. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to County:

Rowan County Emergency Services

ATTN: Allen Cress, Director

130 West Innes Street

Salisbury, NC 28144

If to Borrower:

13. Entire Agreement. This Agreement 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 to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

14. No Waiver. The waiver by County of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of County to insist upon Borrower’s performance in strict accordance with the terms of this Agreement.

15. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.

16. Severability. Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

{Signature Page Follows}

IN WITNESS WHEREOF, County and Borrower have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

BORROWER: _____,

Name: _____

ITS: _____

ROWAN COUNTY, a body politic of the State of
North Carolina,

Name: _____

ITS: Manager, Chairman

{NOTE: insert pre-audit from municipality}

EXHIBIT A

Equipment to be Loaned

Model	Dept	Model #	Serial Number
APX 4500	Police	M22URS9PW1BN	471CZR1149
APX 4500	Police	M22URS9PW1BN	471CZR1150
APX 4500	Police	M22URS9PW1BN	471CZR1151
APX 4500	Police	M22URS9PW1BN	471CZR1152
APX 4500	Police	M22URS9PW1BN	471CZR1153
APX 4500	Police	M22URS9PW1BN	471CZR1154
APX 4500	Police	M22URS9PW1BN	471CZR1155
APX 4500	Police	M22URS9PW1BN	471CZR1156
APX 4500	Police	M22URS9PW1BN	471CZR1157
APX 4500	Police	M22URS9PW1BN	471CZR1158
APX 4500	Police	M22URS9PW1BN	471CZR1159
APX 4500	Police	M22URS9PW1BN	471CZR1160
APX 4500	Police	M22URS9PW1BN	471CZR1161
APX 4500	Police	M22URS9PW1BN	471CZR1162
APX 4500	Police	M22URS9PW1BN	471CZR1163
APX 4500	Police	M22URS9PW1BN	471CZR1164
APX 6000R	Police	H98UCH9PW7BN	481CZB5839
APX 6000R	Police	H98UCH9PW7BN	481CZB5840
APX 6000R	Police	H98UCH9PW7BN	481CZB5841
APX 6000R	Police	H98UCH9PW7BN	481CZB5842
APX 6000R	Police	H98UCH9PW7BN	481CZB5843
APX 6000R	Police	H98UCH9PW7BN	481CZB5844
APX 6000R	Police	H98UCH9PW7BN	481CZB5845
APX 6000R	Police	H98UCH9PW7BN	481CZB5846
APX 6000R	Police	H98UCH9PW7BN	481CZB5847
APX 6000R	Police	H98UCH9PW7BN	481CZB5848
APX 6000R	Police	H98UCH9PW7BN	481CZB5849
APX 6000R	Police	H98UCH9PW7BN	481CZB5850
APX 6000R	Police	H98UCH9PW7BN	481CZB5851
APX 6000R	Police	H98UCH9PW7BN	481CZB5852
APX 6000R	Police	H98UCH9PW7BN	481CZB5853
APX 6000R	Police	H98UCH9PW7BN	481CZB5854
APX 6000R	Police	H98UCH9PW7BN	481CZB5855
APX 6000R	Police	H98UCH9PW7BN	481CZB5856
APX 6000R	Police	H98UCH9PW7BN	481CZB5857
APX 6000R	Police	H98UCH9PW7BN	481CZB5858

APX 6000R	Police	H98UCH9PW7BN	481CZB5859
APX 4500	Fire	M22URS9PW1BN	471CZP0996
APX 4500	Fire	M22URS9PW1BN	471CZR1492
APX 4500	Fire	M22URS9PW1BN	471CZR1493
APX 4500	Fire	M22URS9PW1BN	471CZR1494
APX 4500	Fire	M22URS9PW1BN	471CZR1495
APX 4500	Fire	M22URS9PW1BN	471CZR1496
APX 4500	Fire	M22URS9PW1BN	471CZR1497
APX 4500	Fire	M22URS9PW1BN	471CZR1498
APX 4500	Fire	M22URS9PW1BN	471CZR1499
APX 4500	Fire	M22URS9PW1BN	471CZR1500
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0688
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0689
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0690
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0691
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0692
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0693
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0694
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0695
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0696
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0697
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0698
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0699
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0700
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0701
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0702
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0703
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0704
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0705
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0706



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Matthew Geelen, Police Chief

ITEM TYPE: Consideration

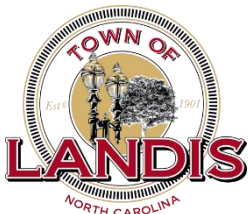
AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Accepting Patrol Vehicle Insurance Payout**

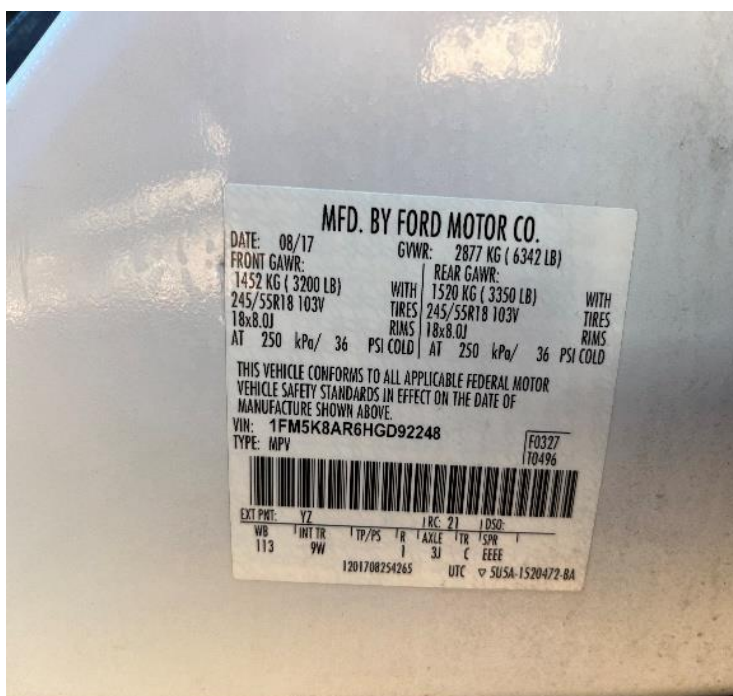
DETAILS:

On Saturday, October 7th, 2023, an unoccupied Landis Patrol Vehicle was involved in a collision, on private property, and the “at fault” party did not have insurance coverage. The Town has turned the claim over to our Insurance Agency (Selective Insurance). A Selective Insurance Adjuster did respond and has ruled the vehicle as a “total loss”. The adjuster noted the vehicle has significant damage to the body and chassis, rendering it a total loss.

Selective Insurance Company of America is offering a settlement amount of \$17,305.60 for the damaged 2017 Ford Explorer with 84,672 miles. The average Kelly Blue Book value of the vehicle is \$14,266. The patrol equipment on the vehicle is in operable condition and can be repurposed for any newer vehicles purchased in the future.



Photos of Damaged Vehicle





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

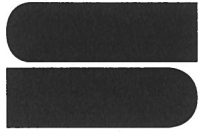
SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: Consider Approval of the 12KV Line Work Bid

DETAILS:



Southeastern Consulting Engineers, Inc.

November 21, 2023

Mr. Michael Ambrose, Town Manager
Town of Landis
P.O. Box 8165
Landis, North Carolina 28088

Ref.: Electric Conversion Crews

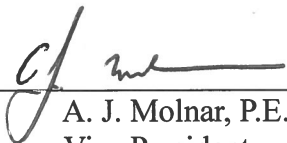
Dear Michael,

The Town received four formal bids from electric utility contractors on October 12, 2023, for ongoing conversion of a portion of the Town's electric system from 4kV to 12 kV. The plans and associated quantity of construction units originally bid included the lines from Beaver Street at Garden all the way to Cold Water Extension. Bids all came in over the budgeted amount.

Since bid documents give the Town the right to adjust the number of units bid, we recommend the Town award a reduced scope to the low bidder, Lee Electrical Construction, Inc. A project stopping just west of Hwy. 29 on Ney Street would have a contract cost of \$195,705.15. We therefor recommend the Town accept the proposal from Lee Electrical Construction, but with a reduced per unit item scope totaling \$195,705.15.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
A. J. Molnar, P.E.
Vice President

AJM/lc



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: Consider Approval of the 2024 Meeting Calendar

DETAILS:



2024 Board of Aldermen Meetings Schedule



Section 5, Item 5.4

Meeting Month	Work Session Meeting Dates	Regular Meeting Dates
January	01/04/24	01/08/24
February	02/08/24	02/12/24
March	03/07/24	03/11/24
April	04/04/24	04/08/24
May	05/09/24	05/13/24
June	06/06/24	06/10/24
July	07/11/24	07/15/24
August	08/08/24	08/12/24
September	09/05/24	09/09/24
October	10/10/24	10/14/24
November	11/07/24	11/11/24
December	12/05/24	12/09/24



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of a 100-Gallon Poly Skid Sprayer for the Street Department Crew**

DETAILS:

Consider Approval of a 100-gallon Poly Skid Sprayer for the Streets Department Crew. This sprayer will hook to the rear of the Public Works Truck and allow the crew to operate with one person instead of two people. This would also allow more area to be covered in a timely manner during the spring, summer, and fall seasons. Staff have received three quotes, and recommend Reddick Equipment Company of NC, LLC for the cost-effective price of \$3,278.60.



REDDICK EQUIPMENT COMPANY of NC, LLC
 1909 W. Main Street • Williamston, NC 27892 • 800-334-3388

A Customized Quote for
 Tim Drye
 Town Of Landis
tdrye@townoflandisnc.gov
 704-793-3566
 704 W Blume Street
 Landis North Carolina

Contact your Sales Representative:
 Bobby Webb
 Email: bobby@reddick.cc
 O: 800.334.3388

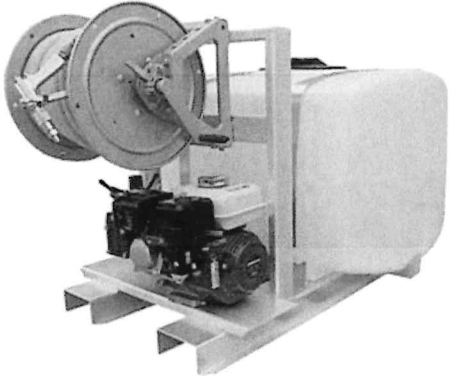


Image of product is a representative image and may not depict the exact product being configured.

50 & 100 Gallon Poly Skid Sprayers

50 Gallon Chemical Resistant Polyethylene Tanks

Reddick Skid sprayers are as versatile as they are rugged. Designed and built to provide years of trouble-free use with minimum maintenance. Makes an ideal unit for commercial pest control operators, golf courses, and lawn care professionals.

Part No	Est. QTY	Option	Price
7S100P85:	1	Honda 5.0 HP Engine / GE-85 Poly Centrifugal Pump (24GPM, 65PSI)	\$2,819.60
4:	1	Economy Manual Reel Opt. - 100' of 3/8" Hose	\$413.40
# 7.901.103:	1	Turbine Spray Wand	\$275.60
		/GE660 Centrifugal Pump(110GPM,120PSI)	\$250.00
		Updated 2023 Price	\$240.00
		Discount 20%	(\$720.00)
Estimate Total:			\$3,278.60

Additional Notes / Requirements:

Lead time 3 to 5 Weeks

Estimated Total does not include discounts, rebates, specials, taxes, fees and shipping cost.

We are making great strides to ensure we can quote you with the most up-to-date pricing possible. The current market conditions are making our production costs less predictable, and that may affect the final price.

Please contact our sales representative at 800-334-3388 as soon as possible to:

- Explore customization options that will make your equipment the best fit for your needs
- Secure accurate pricing
- Answer any questions you may have

- Check here to have a copy of this quote emailed to you.
- Enroll in our free monthly e-newsletters for the latest news from Reddick Equipment.

Working Order



Charlotte NC #542
 7618 Grier Rd
 Charlotte, NC 28213-6551
 W: (704)597-0506

Sold To:

Section 5, Item 5.5

Cash - Contractor # 542 (#1433592)
 7618 Grier Rd
 Charlotte, NC 28213-6551
 W: (704)597-3955

Ship To:

Cash - Contractor # 542 (#1433592)
 7618 Grier Rd
 Charlotte, NC 28213-6551
 W: (704)597-3955

**For Chemical Emergency Spill, Leak, Fire,
 Exposure, or Accident Emergency Response
 Assistance, call: CHEMTREC
 Day or Night- 1 (800) 424-9300**

Ordered	Master Order#	PO#
07/25/2023	M132773056	

Printed	Customer Contact	Sales Associate
07/25/2023	thank you	Alexander Sorensen



Order#: 132773056-001 Ship Via: Customer Pick up

LN	Item #	Description	Qty Ordered	Qty Cancelled	Qty Shipped	Qty Open	Net Price	Ext. Price
1	21-81PCXX-P530	LESCO Skid 100 gal. Sprayer P530 Piston Pump Hose Reel Package Sold Separately <i>Serial #: 019723</i>	1	0	0	1	3695.674 / EA	3695.67
2	HA-9939-1018	Hannay Hose Reel Guide For 18 in. Hannay Reels	1	0	0	1	299.009 / EA	299.01
3	53-HAE1526-1	LESCO Hose Reel Package 18 in. Hannay Electric, 400 ft. x 3/8 in. Hose	1	0	0	1	1814.500 / EA	1814.50

Subtotal: \$5809.18
 Sales Tax: \$421.17
 Freight: \$0.00
 Estimated Total: \$6230.35

This working order is for reviewing purposes only. This is not a receipt.

CUSTOMER SIGNATURE: _____

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



9908 Albemarle Rd, Charlotte, NC
704.573.1005 | www.turf-care.com

QUOTATION

Order Num	Section 5, Item5.5
2875311	
Order Date	Page
08/01/2023 07:03:18	1 of 1
PO#	Skid Sprayer quote

Quote Expires On: 08/11/2023

Bill To:

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

Ship To:

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

Customer ID:54648

Terms: Net 10th Prox

Carrier: Delivery by Salesmen

Qty	Item ID	Item Description	UOM	Unit Price	Ext Price
1.00	MS21-81PCXX-P530	100GAL SKID MNT GNC BASE UNIT	EA	4,212.4500	4,212.45
1.00	MS53-HAE1526-1	REEL PKG: 18" ELEC 400X3/8	EA	1,534.2100	1,534.21
1.00	MSHA-9939-1018	HANNAY 18" 4-WAY ROLLER GUIDES	EA	220.0000	220.00
1.00	MSFT-QD38TW	3/8" Hose Quick Disconnect	EA	41.9700	41.97
1.00	MSSO-PALLET	PALLET/CRATING FEE	EA	35.0000	35.00

Total Lines: 5.00

SUB-TOTAL: 6,043.63

TAX: 423.04

AMOUNT DUE: 6,466.67

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



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

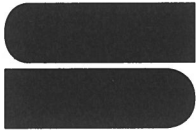
SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of the Substation Batteries for 12KV Conversion**

DETAILS:



Southeastern Consulting Engineers, Inc.

September 28, 2023

Mr. Michael Ambrose
Town Manager
704 W. Blume Street
Landis, North Carolina 28088-1247

Ref.: Material Bid Recommendation
Substation Battery Cabinet

Dear Michael:

The Town received proposals in our office from five suppliers and representatives solicited for providing a substation battery cabinet.

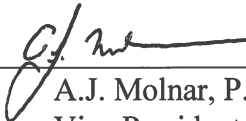
We have evaluated each offer based on compliance with specifications, cost, and delivery.

Concentric, LLC offered the most attractive proposal price. Their total price, excluding taxes, for the entire battery system in an outdoor cabinet is \$21,884.00 and they are quoting 20-22 weeks delivery. Proposals ranged from this price up to \$61,831.42.

We are therefore recommending the Town issue a purchase order to Concentric, LLC in the amount of \$21,884.00 plus applicable sales tax. If you agree with our recommendation, please also send us a copy of the P.O. issued to Concentric , LLC so we may follow up with the vendor.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
A.J. Molnar, P.E.
Vice President

AJM/lc



September 22, 2023

Quote Number

09012303DM

A.J.Molnar

Project Name Battery Cabinet / Town of Landis

Southeastern Consulting Engineers, Inc.

Concentric Contact

Doug Meyer

P.O. Box 240436

Concentric Phone #

602.513.6648

Charlotte, NC 28224

Valid

30-Days

Representative Atlantic Power

Salesperson

Chris Gray

PRICING SUMMARY

Part Number	Item Description	Qty	Each	Total
BLSe-12-50	Mesa BLSe 12V 50Ah 48Vdc battery bank	4	\$ 566.50	\$ 2,266.00
ATEV-1-048-020-F-MT1-SSX2XXXX1	Hindle Power single phase EVO 48Vdc 20A filtered charger with common alarm and Ethernet Communications	1	\$ 4,510.00	\$ 4,510.00
NEMA3R	Description follows...	1	\$ 12,500.00	\$ 12,500.00
PILLOWS	Absorbent pillows	6	\$ 18.00	\$ 108.00
	Estimated Product Freight Subtotal			\$ 2,500.00
			Total	<u>\$ 21,884.00</u>

Valid 30-Days
Freight FOB Factory PPA (Additional)
Lead Time 20-22 Weeks ARO subject to prior sale and change

Comments

Thank you for the opportunity to present this proposal. We have quoted an engineering solution to meet the specific application and it is based on the information that was provided at the time of quote. This quote is intended for the recipient only, any distribution of this material, quote or contents without consent by Concentric is prohibited.

- A. Provided items as quoted and assembly is as noted on the cabinet description
 - B. Battery is lead selenium 12V bloc by Mesa BLSe-12-50
 - C. Charger is 20A per model provided in the spec
 - D. Panels are noted in the description and the cabinet is 12-gauge steel w/ fan etc. as noted in the description
 - F. Wiring is noted in the N3R cabinet description
 - G. Approval drawings for the cabinet only are provided, charger standard Hindle drawings are available
 - H. Freight is estimated and is subject to change due to the volatile freight market
- Any item not quoted by Concentric is therefore by others

RICING SUMMARY

Quote No: AIP091823MP01

Item	Qty	Description	Unit Price (USD)	Amount (USD)
1	1	Enersys Flooded Lead Acid - Lead-Calcium Alloy Model: 3CC-03M, 6.0VDC, 50Ah @ C8 Part No: 3CC-03M Block dimensions: 7.0"(L) x 9.0" (W) x 14.8" (H) - Block Weight: 57.0 Lbs EACH proposed battery bank consists of 8 x 3CC-03M cells in series to form a 48VDC/50AH battery system. The battery system will be supplied charged complete with intercell, inter-step connectors, associated hardware. Lead Time: 8 - 16 Weeks ARO.	\$4,104.00	\$4,104.00
2	1	Accessory Kit (Item#1)(No Charge if Bought as System) Manuf. Part No: S02411051620T1SS AIP Part No: TBD (Separate Charge if Ordered Separately)	N/C	N/C
3	3	Connector Cover, Clear, 48"-L, w/Holes, PVC Model: 827510 Part No: TBD	\$37.04	\$111.12
4	2	Connector Cover, Clear, 72"-L, w/Holes, PVC Model: 827437 Part No: TBD	\$48.92	\$97.84
5	4	Terminal Plate Cover, 7.75" x 3.0" x 3.75" Model: 825472 Part No: TBD	\$43.70	\$174.80
6	4	Terminal Plate Pkg., 4 Runs, 601614TP, Sn Model: 808770TP Part No: TBD	\$28.71	\$114.84
7	1	Enersys IEEE 693 "High", 2 Tier, 36" Model: ECHS2T036AP Part No: TBD Dimensions: 132" (L) x 31.64" (W) x 20.86"-H(Battery Rack Height Only) Lead Time: 8 -16 Weeks ARO.	\$2,446.00	\$2,446.00
8	1	HINDLE - ATEVO SERIES BATTERY CHARGING SYSTEM Model: ATEV1048020FMT1SSX2XXXXX1 Part No: TBD ATEVO, 1PH, 48V, 20A BATT CHGR MODEL:48V-20A DC OUTPUT, SINGLE-PHASE INPUT DC OUTPUT FILTER: ELIMINATOR 30mV RMS w/o BATTERY AC INPUT VOLTAGE:120/208/240VAC, 1PH, 60HZ, TAPPABLE MULTITAP TRANSFORMER SET FOR V AC INPUT PROTECTION: STANDARD 2-POLE CKT BKR, 30A, C60-K DC OUTPUT PROTECTION: STANDARD 2-POLE CKT BKR 32A C60-K REMOTE COMMUNICATION: (1) ETHERNET ADAPTER ENCLOSURE:NEMA TYPE-1, STYLE-5054 WALL-MOUNT ATEVO, G1 IDENTITY: ENERSYS MODEL NO: ATEV1048020FMT1SSX2XXXXX1 Lead Time:6 - 10 Weeks ARO.	\$4,340.00	\$4,340.00
9	1	NEMA 3R Battery Enclosure System for 8 x 3CC-03M (48VDC), DC Distribution. (1)ATEV1048020FMT1SSX2XXXXX1, and (1) Battery Disconnect Circuit Breaker AIP Part No: AIP031-XXXX-20-001 1-Enclosure Battery, 2200mm(H)X2400mm(W)X800mm(D), (Color: Lt. Gray)(Cabinet Has Front Door Only) 1- IEEE 693 "High", 2 Tier Battery Rack (Item#7) 1-Cabling Batteries 1-ATEV1048020FMT1SSX2XXXXX1 (Item#8) 1-Battery Disconnect Circuit Breaker with Associated Panel 18-Spill Containment Pillows (Note#8) 12-Spill Containment Socs (Note#8) 2-Input Power Distribution Block-AC 2-Output Power Distribution Blocks-Batteries 3-Door Latch/Handle for Padlock (Padlocks Not Provided) 3-Door Fans (Controlled By Thermostat Only) 1-Heater-120VAC Input 1-Circuit Breaker - Heater 1-Main Circuit Breaker - DC Distribution Panel With Associated Panel - 125A 2 - DC Distribution Panel - 10 Positions, Din Mount Circuit Breakers, 150A Rated 10 - Distribution Circuit Breakers - 30A, 2P, Din Mount- 5 Per Panel 1 - Ground Bar Lead Time: 20 -30 Weeks ARO ** Please Review All Notes **Interior Cabinet Lighting Not Quoted**	\$50,442.82	\$50,442.82

other pertinent data for the battery system. The Supplier shall also furnish prints of the finally approved issue of each drawing for use in the field and an electronic file of each drawing for the Purchaser's records. The Supplier shall also furnish written instructions and renewal parts lists, suitably illustrated, covering the operation and maintenance of the equipment applying specifically to this installation.

H. Shipment

The successful Bidder shall furnish F.O.B. to the Town's warehouse located at 704 W. Blume Street, Landis, North Carolina 28088.

<u>QTY</u>	<u>Description</u>	<u>Price</u>	<u>Delivery</u>
1	DC Power System	\$ <u>32,521.00</u>	<u>20-22 WKS</u>

1)	1 x flooded Lead acid battery / 8 blocks of 3CC-3M
	50Ah

DC Panel system

1)	10 x DC panel with 10 breakers each is 30A, 2 poles installed in a Din rail outside the ARM 350 cabinet and accessible only when the door is open
----	---

enclosure system

1)	2XCABINET : ARM-723024-3RTH, 72Hx30Wx24D (in) 1830Hx762Wx610D (mm)
	2 x A/C air conditionner
	Each cabinet: 72Hx30Wx20D,6in high standing feet
	2 x heater 200W avec thermostat, 1 par cabinet
	breathing kit (Intake and Exhaust)

shipping system

1)	1 x shipping to NC 28088
----	--------------------------

Price schedule

	<u>Price/Each USD</u>	<u>QTY</u>	<u>Total USD</u>
Total	\$41 801.70	1	\$41 801.70
Charger	\$4 886.20	1	\$4 886.20
Battery	\$5 669.50	1	\$5 669.50
DC Panel	\$3 550.00	1	\$3 550.00
enclosure	\$25 806.00	1	\$25 806.00
shipping	\$ 1890.00	1	\$ 1890.00

Terms and Conditions:

Payment Terms	To Be Determined
Validity	30 days
Ex-works	Primax
Present delivery	20-24 week(s) After receiving drawing Approvals (if applicable) This is an estimate and may change due to unforeseen supply chain issues due to COVID-19 pandemic.
Taxes & Duty	Extra if applicable

Monday, September 25, 2023

Valid Until 10/25/2023

Quote #: SCE-LandisNC-48VDC-EPIC_Enclosure-BAE12V10PzS50N7-092523-KS

Reference: SCE-Town of Landis, NC - 48 VDC, BAE 12V 1 OPzV50-N7, 20 ADC Charger, EPIC Enclosure System with options

Southeastern Consulting Engineers, Inc.

A.J. Molnar

PO Box 240436

Charlotte, NC 28224

Phone: 704-523-6045

Cell: 704-575-7582

Email: aj@scepower.com

Item #	QTY	Part Number	Part Description	Part Dimensions			Weight (lbs)	1 Min Rate	8 Hr Rate	Unit Price	Extended Price
				Length (in)	Width (in)	Height (in)		1.75@77° F (amps)	1.75@77° F (amps)		
1	4	12V 1 OPzS 50-N7	12V/6-Cell 50Ah, VLA, Tubular Plate, Lead-Selenium, Raised Post Design	10.7	8.1	15.2	90.4	90.8	6.6	\$574.00	\$2,296.00
2	24	4323597	TS-K13/117 Flip Top Flame Arrestor with Lid							\$14.00	\$336.00
3	1	IEEE-FAT-48V-3-Hr-1P-S	Optional: 3-Hr IEEE 450 Factory acceptance test for a 48V system of 12V 1 OPzS 50-N7. Test will be per IEEE 1188 -Std and per BAE's published discharge tables. Electronic test reports shall be submitted upon completion.							\$474.00	Optional
4	1	EB5063-11-QE6326	<p>EPIC Battery Cabinet; NEMA 3R Enclosure Modular Arrangement: 1 Electronic bay, 1 battery bay</p> <p>AC Input Requirements *240/120 Split Phase Required; Construction Material and External Finish: Powder Coated Aluminum / Grey (ANSI 81); Battery Sections: 1-Battery Section; Battery Information: BAE / 12V 1 OPzS 50-N7; # of Jars: 4; Spacing between Jars: 0.394; Jar Clearance: Minimum 6in Battery Section Doors: Standard Front Battery Rack Configuration: 1 Tier, 2 Step, seismic Electronic Sections: 1-Electronic Section Electronic Section Doors: Standard Front Electronic Section Equipment Mounting: Single Wall Mount</p> <p>Standard Console Features and additional items: • Hydrogen Mitigation System per IEEE 1635 • Seismic rated battery racking • Pad-lockable handles w/3 point latching system • Ground Bus Bar • Approval Drawing Package: Drawing List, Outline, Internal Component Layout, Foundation Drawing, Schematic and Connection Diagram.</p>	72.5	43.0	85.4	844.0			\$16,169.00	\$16,169.00
The Following Options are included in the Enclosure Pricing Above											
1		EI5186-01	OPT,ST-5063,SPILL,PB, SPILL CONTAINMENT (LEAD)								
5	1	ATEV1048020FMT1SSX2XXX XX1	ATEVO-1-48-20 Filtered Battery Charger (30mV max ripple w/ battery), 1-Ph 120 VAC 60 Hz input (120/208/240 VAC multi-tap xfmr factory set to 120V), 48 VDC 20A Output. w/ Standard 30A 14kAIC AC input breaker and 30A 5kAIC DC output breaker, Remote Communication: (1) Ethernet adapter, Wall mount Style 5054 NEMA-1 Enclosure (Mounts in Electronics Section of EB5063-11-QE6331)	19.0	13.0	22.9	175.0			\$3,461.00	\$3,461.00
6	1	DCP38LUGXXXXXX2XXXX XXX1	<p>ASSY,DC.DIST,N-1,,NO.MAIN,MH38 DC Control Panel Center Main Lug: Standard Lug Right Main Breaker: None; Left Main Breaker: None Branch Breakers: Qty (10), RE5084-03, CKT.BKR,SQ D,PP,BD,2P, 600V,30A Enclosure: N1, Style MH38 (Mounts in Electronics Section of EB5063-11-QE6331)</p>	20.1	5.9	38.0	60.0			\$4,114.00	\$4,114.00
7	1	Freight	Estimated Freight FOB Origin to 704 W. Blume Street, Landis, NC 28088							\$1,296.00	\$1,296.00
Total 48VDC Enclosure System Price											\$27,672.00



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of Schnabel Engineering to Develop an Action Plan for the Lake Landis, Lake Corriher, and Lake Warrior Dam Issues**

DETAILS:

Consider Approval of Schnabel Engineering to develop an Action Plan for the Lake Landis, Lake Corriher, and Lake Warrior Dam Issues. The Town Dams were inspected by the NCDEQ. The NCDEQ advised of the repairs that need to be corrected with all three Dams. The estimated costs of the issues were over 1 million dollars; therefore, I investigated grant funding for the projects. The NCDEQ has a current grant that would pay a large portion of the dam related issues if the town had a Dam Action Plan drawn up by an Engineer. Schnabel Engineering can get us this Action Plan in a timely manner for the Town to apply for the available grants at the cost of \$19,000. This expense can be funded from the Restricted Funds.



November 29, 2023

F. Richard Flowe, AICP
 Planning, Zoning, and Subdivision Administrator
 Town of Landis, North Carolina
 312 S. Main Street
 Landis, NC 28088

Subject: Proposal for Engineering Services for Landis Water Reservoir Dam, Lake Corriher Dam, and Landis Lake Dam, Town of Landis, North Carolina, (Schnabel No. 23210051.00P)

Dear Mr. Flowe:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this proposal to provide engineering services for Landis Water Reservoir Dam, Lake Corriher Dam, and Landis Lake Dam owned by the Town of Landis, NC (Town). We prepared this proposal in response to your request on November 18, 2023.

Landis Water Reservoir Dam (ROWAN-006), Lake Corriher Dam (ROWAN-024), and Landis Lake Dam (ROWAN-025) are earth embankment dams with varying spillway configurations. The dams vary in height from about 23 feet at Lake Corriher Dam to 25 feet for Landis Water Reservoir Dam and Landis Lake Dam. The dams vary in length from about 450 feet at Lake Corriher Dam to about 615 feet at Landis Water Reservoir Dam to about 1,200 feet at Landis Lake Dam. The dams are regulated by NCDEQ Dam Safety as high hazard structures. Lake Corriher Dam and Landis Lake Dam are located in series; Lake Corriher Dam is located upstream of Landis Lake Dam and the overflow spillway discharge channel for Lake Corriher Dam runs along the toe of the north embankment of Landis Lake Dam.

The North Carolina Department of Environmental Quality (NCDEQ) Office of Dam Safety provided Unresolved Notice of Deficiency (NOD) letters for Lake Corriher Dam and Landis Lake Dam to the Town on October 24, 2023 and a Notice of Inspection (NOI) letter for Landis Water Reservoir Dam to the Town on August 31, 2023. The NOD letters indicate that discharge from Lake Corriher Dam spillway has resulted in significant erosion of the downstream toe and slope of Landis Lake Dam. In some cases, this erosion has progressed to the crest of the dam leaving the downstream slope nearly vertical. The NOD letter for Lake Corriher Dam also indicates damage to the concrete spillway slabs. The NOI letter for Landis Water Reservoir Dam indicates the presence of various maintenance issues (e.g., animal burrows and minor erosion) and the cracking of the left wingwall of the spillway, which requires evaluation by a licensed Professional Engineer per the NOI letter.

The Town has requested that Schnabel provide a proposal to further evaluate the condition of the three dams and provide a corrective action plan (CAP) or similar document outlining next steps to NCDEQ.

**Town of Landis, NC
CAP for Town of Landis Dams**

OBJECTIVE AND SCOPE OF SERVICES

The scope of services herein consists of:

- A review of available information on the three dams;
- A site reconnaissance to visually assess the conditions of the above-water and above-ground portions of the three dams;
- Preparation of a CAP for each dam, in the form of a letter, describing the results of our file review and site reconnaissance and next steps to address the observed deficiencies; and
- Development of a fee proposal to implement the next steps identified in the CAP.

Each of these services will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina. Additional details for each of these services are included in the following paragraphs.

Schnabel will obtain and review available information on the dams from NCDEQ Dam Safety in addition to any information the Town has. This information may include original design drawings, the USACE Phase I Inspection Reports, and previous hydrologic, hydraulic, and/or stability analyses by other consultants.

A Professional Engineer licensed in the State of North Carolina and experienced in the design and construction of remedial measures for existing dams will perform a one-day site reconnaissance to visually observe the condition of the three dams. Our services for the site reconnaissance will consist of the following items.

- Travel to and from the dams from our office in Greensboro, NC.
- Obtain photographs of accessible critical areas of the dams, including the items noted in the NOD and NOI letters from NCDEQ.
- Observe the embankments for signs of seepage, instability, or other deficiencies.
- Observe the exposed portions of the spillways and outlet works for signs of structural deterioration, instability, or other deficiencies.

Key findings from the file review and site reconnaissance efforts will be documented in the CAP, which will also include steps and timelines for addressing the previously observed deficiencies listed in the NOD and NOI letters. A fee proposal for recommended next steps will be prepared separately from and after submission of the CAP to NCDEQ. The fee proposal will be provided to the Town to support decision making and budgetary planning.

The scope of services herein does not include any topographic surveying/measurements, observations/evaluation of the interior of spillways, subsurface exploration, material testing, engineering calculations/analytical work, permitting, development of repair alternatives, preparation of plans, specifications, or construction cost opinions, or preparation of inundation maps and emergency action plans. Any dimensions provided in the CAPs should be considered as approximate.

Schnabel will have the right to rely on information provided by others in the performance of this scope of services. We will endeavor to identify key discrepancies and data gaps in the existing information;

Town of Landis, NC
CAP for Town of Landis Dams

however, independent confirmation of the provided information will not be performed. In the event the provided data does not appear to be consistent with our understanding of the project, we will summarize these concerns in correspondence with the Town.

SCHEDULE

We anticipate completing our file review, site reconnaissance, and development of the CAPs within six weeks of receipt of a signed agreement. We will develop a fee proposal for next steps following approval of the CAP by NCDEQ.

LUMP SUM FEE AND PAYMENTS

Our lump sum fee for the proposed services is **\$19,000**. This fee is for the specific scope of services detailed herein. We will base the fee for additional services on our current unit prices at the time you authorize the services (see Attachment 1 for current Schedule of Personnel Fees) or a negotiated lump sum.

Services will be billed monthly as a percentage of completion of the lump sum fee. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest will be charged at 1.5 percent per month on all overdue accounts. Payments will not be contingent upon receipt of funds from third parties.

GENERAL

The Standard Contract Terms and Conditions provided as Attachment 2 will apply to services performed under this proposed agreement.

By execution of this agreement, the Town of Landis hereby grants authorization and rights of access to the subject site(s) to Schnabel Engineering South, P.C. for the purpose of performing the services defined herein.

Please sign and return one complete copy of this proposal, including the attachments, to our office to form our agreement. You may transmit your acceptance of this agreement electronically with the understanding that the signature on the electronic document will be considered an original signature. This proposal is valid for 90 days from the date shown.

Town of Landis, NC
CAP for Town of Landis Dams

We appreciate the opportunity to submit our proposal for these services and are looking forward to working with you on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



Jonathan M. Pittman, PE
Senior Vice President

JP:EB

Attachments:

- 1) Schedule of Personnel Fees (one sheet)
- 2) Standard Contract Terms and Conditions (two sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: TOWN OF LANDIS, NC

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA
Effective until December 31, 2023

Senior Consultant	\$307.00/hr
Principal	303.00/hr
Senior Associate	275.00/hr
Associate	244.00/hr
Senior Engineer/Scientist	205.00/hr
Project Engineer/Scientist	177.00/hr
Construction Resident Engineer/Resident Project Representative	177.00/hr
Senior Staff Engineer/Scientist/Technologist	157.00/hr
Staff Engineer/Scientist/Technologist	136.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	129.00/hr
Senior Technician I (see note 4)	109.00/hr
Technician III (see note 4)	95.00/hr
Technician II (see note 4)	79.00/hr
Technician I (see note 4)	70.00/hr
CADD III	145.00/hr
CADD II	131.00/hr
CADD I	110.00/hr
Clerical/Admin	84.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase on January 1, 2024 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics – All Urban Consumers – U.S. City Average.

**SCHNABEL ENGINEERING SOUTH, P.C.
STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS

- 1.1 Schnabel Engineering South, P.C., the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

2. ENTIRE AGREEMENT, SCOPE OF WORK

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.

4. SITE ACCESS, SITE CONDITIONS, SAMPLES

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of North Carolina, and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval For The Replacement of Town Hall A/C Unit**

DETAILS:

The Town Hall Air Conditioning Unit has stopped working and is in dire need of replacing. Staff received two quotes from local vendors who were able to get the job completed within a two-month timeframe. The quotes were from S.A. Sloop Heating and Air Conditioning, Inc for \$17,486, and Aire Serv Heating and Cooling for \$17,627. The unit is currently running on heat strips due to the compressor malfunctioning, which is causing a rise in our electrical bill.

S.A. SLOOP HEATING & AIR CONDITIONING, INC.
POST OFFICE BOX 8145, LANDIS, NC 28088

License: #19627

Phone: 704-857-5684 Fax: 704-857-5615 Email: sasloophvac@gmail.com

DATE: December 6, 2023

SUBMITTED TO:
Town Of Landis
C/O Michael Ambrose
P O Box 8165
Landis NC 28088

LOCATION OF WORK PERFORMED:

312 South Main St
Landis NC 28088
704-857-2411

EQUIPMENT: 1-York 7.5-ton 208/230, 3 phase packaged heat pump with 13.5 strips. This system is to replace existing 7.5-ton office system. This equipment will be set with a small crane.

WARRANTY: York commercial equipment has 1 year limited warranty. S A Sloop will register equipment. Extended parts & labor warranty is available.

DUCT: Will tie to existing duct and seal our connections properly.

THERMOSTAT: Honeywell 8000 Wifi capable.

ELECTRICAL WIRING: Will handle all pertaining to system.

ALL MATERIAL GUARANTEED TO BE OF SPECIFIED FOR THE ABOVE WORK AND COMPLETED IN A PROFESSIONAL WORKMAN LIKE MANNER FOR THE SUM OF:

IN FULL UPON COMPLETION: \$ 17,486.00

OPTIONAL: EXTENDED WARRANTY: (available)

PLEASE INITIAL FOR EXTENDED WARRANTY: ACCEPT: _____ DECLINE: _____

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE UPON ABOVE WORK. WORKMAN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE TAKEN OUT BY S.A. SLOOP HEATING & AIR CONDITIONING, INC.

RESPECTFULLY SUBMITTED Stanley Sloop

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED SIGNATURE: _____ DATE: _____

IF ACCEPTED PLEASE SIGN AND RETURN ONE COPY.
THANK YOU!

Aire Serv Heating and Cooling

Email: joe@townoflandisnc.gov

***TOWN OF LANDIS
312 SOUTH MAIN STREET
LANDIS, N.C. 28088***

Phone: 704-791-9173

Date: 12-5-2023

***** PROPOSAL *****

Remove the existing 7.5-ton outdoor package heat pump unit and replace with a new 7.5-ton heat pump package unit including the following:

1. Install 1 New YORK, DAIKEN, or RHEEM 7.5 Ton 208/230 3 Phase HEAT PUMP Outdoor Package heat Pump Condenser. No Pad is needed for the unit replacement. Sit the new unit back in the same place as the existing unit. The York unit will have the same dimensions as the old unit with slight variations.
2. Install 1 New Ac whip for the new system per NC Code 2023 requirements.
3. Install 1 new Set of 15 KW emergency heat strips for the new system.
4. Reconnect to the existing duct systems. Make any modifications necessary to accommodate the new system.
5. Install 2 New Honeywell 2-STAGE T-6 PRO Wi-Fi enabled thermostat per NC 2023 code requirements. Digital and Programmable.
6. All electrical high and low voltage is included.
7. All Taxes, Labor, Permits, Materials, Equipment, Test, Check and Start up are included.
8. Your system comes with a FREE ONE-YEAR Membership (\$200.00+ Value) to be an Advantage plus member. (This is a \$200.00+ a Year Value) after your one-year free membership this value can be paid yearly or monthly.

Warranty: 5 Year Warranty on All Parts and 5 Years Warranty on All labor with Advantage Plan for 5 years. You must maintain the advantage plan for 5 years to uphold the 5 Year Labor Warranty. If you do not do maintenance at least twice a year for first 5 years with Aire Serv Heating and Cooling of Rowan County your warranty reverts to a One Year Labor warranty.

Price: \$17,627.00 YORK, DAIKEN, RHEEM – 7.5-TON 208/230 3 PHASE HEAT PUMP PACKAGE UNIT. WITHOUT OUR CRANE.

Payment: 50% DOWN, REMAINDER DUE IMMEDIATELY UPON JOB COMPLETION. IF BALANCE IS NOT PAID IN FULL UPON JOB COMPLETION A 19.99% INTEREST RATE WILL BE APPLIED TO THE REMAINING BALANCE.

Our Guarantee to you:

- Everything we do in your home is Guaranteed in writing.
- We take all the Risk, so you Cannot Lose.
- No Quibble Guarantee- We are human, and we do occasionally make mistakes. If anything is missed that is necessary for the proper operation of your system, we will take care of it and you will not be charged.
- System Assurance Guarantee- Everything we touch during the installation of your new comfort system is covered, not just the equipment. Additional guarantees that can be purchased:
- \$499.99 Performance Guarantee- We Guarantee your system will Heat and Cool your home to our design temperatures or we will correct it at no cost to you.
- \$499.00 No lemon Guarantee- If with the first 5 years of your systems life, the compressor or the heat exchanger fails, we will install, at no cost to you, a complete new indoor or outdoor unit.
- \$399.00 Satisfaction Guarantee- If you are not completely satisfied with your new system at any time during the first 12 months, we will make any necessary changes or replace the system at no additional cost to you.

ADDITIONAL IAQ PRODUCTS CAN BE ADDED DURING AND AFTER THE INSTALL/ THEY ARE STAND ALONE PRODUCTS. IF PURCHASED ALONG WITH THE SYSTEM YOU CAN TAKE AN ADDITIONAL \$250.00 OFF

ELECTROSTATIC FILTER WITH UV LIGHT- \$1,557.00

ELECTROSTATIC FILTER, UV LIGHT, AND ODOR ABSORBER- \$1,997.00

Note: This Proposal may be withdrawn by us if not accepted within 7 days.

Any questions or concerns please contact Josh Pressley at 980-253-3440

Authorized Signature:

X _____.

Customer Signature:

X _____.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Appointing Town Manager Michael Ambrose to the Technical Coordinating Committee of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO), and Public Works Director Joe Halyburton as Alternate**

DETAILS:



November 28, 2023

Mr. Michael Ambrose, Town Manager
Town of Landis
P. O. Box 8165
Landis, North Carolina 28088

SUBJECT: 2024 Appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO)

Dear Mr. Ambrose,

Each year the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives along with their alternates. At present, Mrs. Meredith Bare Smith is the appointed member and Mr. Ashley Stewart serves as alternate to represent the Town of Landis on the TAC. Mr. Joe Halyburton is currently the TCC representative and Mr. Brian Brown currently is serving as alternate. Please notify the MPO as to who will serve in 2024 as your designated appointees to the TAC (elected official only), as well as the TCC (staff) appointee and alternate. The TAC and TCC appointees must be available to attend regular monthly meetings and also participate on regional transportation planning committees. Attendance at the meetings is critical to the success of our planning efforts and to bring information back to their respective communities. A schedule of the meetings will be sent to your designated representative as soon as their information is made available to us.

As the current TAC members are aware, there is a requirement to serve as a member or alternate of the TAC. TAC members are subject to provisions of the NC State Government Ethics Act, Chapter 138A of the NC General Statutes. There are two specific requirements: 1) State of Economic Interest (SEI) application, and 2) Real Estate Disclosure Form. Current MPO TAC members and their alternate must electronically file their SEI and Real Estate Disclosure Form annually by April 15th. This information can be found at <https://ethics.nc.gov/seis/electronic-filing>. Go to Statement of Economic Interest and click on MPO/RPO filers. Any representative or alternate new to the TAC must file during the first week of January 2024. Please alert your TAC representatives of this requirement when making your selections.

Please provide current contact information for your selected individuals to include mailing address, telephone number, fax number and e-mail address to Connie Cunningham at the CRMPO office by January 5, 2024. Please email your information to ccunningham@mblsolution.com.

Thank you for your attention to this matter.

Sincerely,

Phil Conrad

Phil Conrad
Cabarrus Rowan MPO Executive Director



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Appointing Mayor Smith to the Transportation Advisory Committee of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO), and Mayor Pro-Tem Stewart as the Alternate**

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Appointing an Elected Official to the Centralina Board of Delegates and Additionally Appointing an Alternate Member**

DETAILS:

Currently, Alderwoman Sells serves as the primary Centralina Board of Delegates member and Mayor Smith serves as the alternate member. The Board of Delegates is Centralina’s governing body. It’s comprised of elected officials from each municipality that is a member of Centralina. An appointment for both positions is needed.

Centralina will be conducting a virtual orientation for new Delegates on Tuesday, February 6th, 2024, at noon.



2024 BOARD MEETING SCHEDULE

Executive Board Meeting Dates

These meetings will be held in person, with a virtual option, at 5:00 p.m.

- Wednesday, January 10, 2024
- Wednesday, March 13, 2024
- Wednesday, April 10, 2024
- Wednesday, June 12, 2024
- Wednesday, September 11, 2024
- Wednesday, November 13, 2024

Board of Delegates Meeting Dates

These meetings will be held in person at 5:00 p.m. unless otherwise noted below.

Date	Tentative Agenda Topics
Wednesday, February 21, 2024	Annual Meeting; Budget Hearing; Delegate Orientation
Wednesday, May 8, 2024	Regional Priority Setting - Shaping our FY24-25 workplan.
Wednesday, August 14, 2024	August Advocacy Focus: State & Federal Connections
Wednesday, October 9, 2024	Annual Dinner & Region of Excellence Awards Ceremony



704-372-2416 | info@centralina.org | www.centralina.org
10735 David Taylor Drive, Suite 250 | Charlotte, NC 28262



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of the Town Hall Utility Billing Office Remodel**

DETAILS:

Currently the Town has four windows for citizens to conduct transactions within Town Hall. This remodel will be to place all clerks in one central location with one large window for all citizens to utilize, therefore reducing the confusion. The Town will have to take out a wall between two current offices to make the space large enough to house all clerks. The Town has only been able to receive two active bids for the job, Carolina Construction Entities LLC at \$20,467, and R&L Glover Enterprises at \$24,378. I have spoken with both contractors, and my recommendation is to have Carolina Construction Entities LLC conduct the work as they are able to start immediately and are the most cost effective.



To: Michael Ambrose
Town Manager, Landis NC
RE: Quote for Interior Work

Mr. Ambrose,

R&L Glover Enterprises presents the following quote for interior work at the Landis Town Hall Building located at 312 S Main Street in Landis, NC. The scope of this quote includes the following items:

- Remove the door and window units from the wall on the right side of the lobby. These openings will be infilled with metal studs and drywall. All drywall will be finished and painted. The existing wallpaper will need to be removed from this wall in order to have a uniform finish upon completion.
- Remove the Window on the left side of the lobby. Infill the opening with metal studs and drywall. Drywall will be finished and painted. Reinstall an existing door into the hallway leading to the future HR office. This door will either be the door removed from the right hand wall or from the HR, Accounting Office.
- Frame an opening for a 9 foot by 4 foot window with a 6 inch pass through at the bottom. This opening will be installed on the front wall of the lobby. The new window will be 3/8" glass due to the size.
- Remove the interior wall between the current HR and accounting offices. Repair adjacent walls, ceiling grid and ceiling tiles. Infill one door opening leading to the current HR office.
- We will paint all adjacent wall finishes and stain all new and adjacent trim that connects to the work area.

Cost of Project: \$24,378.00

Exclusions:

- Ceiling Tiles (Plan on using existing stock).
- Floor Covering (There will probably be a strip of uncovered floor when the wall is removed between the current HR and Accounting Offices).

Thank you for this opportunity,

Bryce Evans
704-640-1833
NC Unlimited License #73975

Construction Entities, LLC

Date: 11-29-23

Email: todd@carolinaconstructionent.com

Todd Drolshagen

704-237-7610

Subject:

Landis City Hall

Client:

City of Landis
312 South Main Street
Landis, NC 28088

Jason Smith
980 866-6280
jsmith@townoflandisnc.gov

Dear Mr. Smith,

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:
 - Walk with Jason Smith

SCOPE OF WORK

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

- Close up existing two windows in front room (drywall, framing and paint)
- Close up existing windows and doors in room near front door (framing, drywall, paint)
- Removal of existing wall in between offices
- Frame header where existing wall is in order to avoid ceiling repairs
- Open up window Approx 10' long
- Move door to front of hallway.
- Trim existing door opening

Construction Entities, LLC

LUMP SUM PRICING

- Scope of work.....\$ 13,467.00

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 billed at \$2,500 each.
- Painting of areas affected. CCE is not painting entire rooms, foyer and hall
- 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

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

Construction Entities, LLC

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 with in 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.

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]

CAROLINA

Construction Entities, LLC

Date: 12-5-23

Email: todd@carolinaconstructionent.com

Todd Drolshagen

704-237-7610

Subject:

Landis City Hall

Client:

City of Landis
312 S Main St
Landis, NC 28088

Michael Ambrose

mambrose@townoflandisnc.gov

704 213-3665

mstegall@townoflandisnc.gov

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:

Walk Through with Jason Smith

SCOPE OF WORK

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

- Removal of glass on exterior of building
- Furnish and install window exterior of building approx.. 5' x 5' tempered
- Furnish and install window in office. 3/8" x 3' x 10' tempered

LUMP SUM PRICING

- Scope of work.....\$ 7,000.00

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.
- 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, fencing, weather protection, 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

Construction Entities, LLC

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.

Sincerely,



Todd Drolshagen

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

Agreed and accepted by: Print/Sign

Date

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



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Installing New Flooring Throughout Town Hall and the Board Room**

DETAILS:

Please consider approval of installing new flooring throughout Town Hall and the Board Room. During this past year, Town Hall has experienced a roof leak that has resulted in water seeping into the carpet at Town Hall causing damages. Staff turned all damages into our insurance company, who have since denied our claim. Staff have received two quotes for the carpet. These included Tom Bare Carpet & Floor Design for \$17,222.74, and Doug Miller's Carpet Sales for \$17,725.96. Staff recommend Tom Bare Carpet & Floor Design as they are the most cost efficient for this project.

Blue Down

DUOG MILLER'S CARPET SALES

Nº 25300

1224 S. MAIN ST.

KANNAPOLIS, N.C. 28081

PHONE: (704) 932-1238 FAX: (704) 932-0439

Matthew Deelen # 980-825-8206

mdeelen@TownofLondisNC.gov

PROPOSAL SUBMITTED TO Town Hall	PHONE	DATE 10-17-23
STREET 312 South Main St	JOB NAME	
CITY, STATE AND ZIP CODE Londis NC 28088	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Part 1 Town Hall 2802 SLP CF50 Nylon Freight 220.00
 Show-Scoreboard II 54676 Labor 1100.00
 # 18.994d # 2329.50
 12x165 = 220yd = 292.45
 # 4470.25
 Total Part 1 # 7923.14

20ft Rubber Reducer 27.00
 6 Buckells 91.00
 300.00
 # 288.99
 4 Buckells 91.00
 300.00
 # 321.00

4" Cove Panel 460ft x 2ft 920.00
 # 64.40
 # 984.40

20ft Rubber Reducer 27.00
 6 Buckells 91.00
 300.00
 # 288.99

Part 2 Town Hall 2802 SLP CF50 Nylon
 Show-Scoreboard II 54676 Freight 122.00
 # 18.994d # 2329.50
 12x92 = 12267yd
 # 2492.57
 Total Part 2 # 4545.21

20ft Rubber Reducer 27.00
 4 Buckells 91.00
 200.00
 # 214.00

4" Cove Panel 310ft x 2ft 620.00
 # 43.40
 # 663.40

Part 3 Fire Dept. CF50 Nylon
 Show-Scoreboard II 2802 SLP Freight 166.00
 # 18.994d # 2329.50
 12x125 = 166.66yd
 # 3386.91
 Total Part 3 # 5257.61

20ft Rubber Reducer 27.00
 4 Buckells 91.00
 200.00
 # 214.00

4" Cove Panel 310ft x 2ft 620.00
 # 43.40
 # 663.40

Customer will Move Furniture

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Total dollars (\$ 17,975.96)

Payment to be made as follows:

PAY 1/2 DOWN - BALANCE DUE UPON COMPLETION OF JOB.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Authorized Signature

Douglas Miller

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature

X

Date of Acceptance:

Signature



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of a Digital Filing System for All Town Records**

DETAILS:

The Town currently houses all information in physical filing cabinets, and we are running out of room to continue keeping physical files. If the building were to be damaged, in our vault area, these documents would be damaged as well. Over the last three months, staff have reached out to several companies regarding digital filing, and we have only received two quotes. The quotes received are from MCCI for \$25,075 with an annual maintenance cost beginning in year two of \$8,875, and Image Director for \$41,829 with an annual maintenance cost beginning in year two of \$6,529. My recommendation is for the Town to move forward with Image Director, as this system will link with our current Utility Billing/Financial Software system. This system will also allow us to put fillable forms on our website and will send them electronically to staff to process and file the data securely. This system will also allow the Town to have a staff workflow system, so all records are processed the same, with the correct approvals necessary. This project can be funded from our restricted funds.

INITIAL LASERFICHE CLOUD SITE LICENSE ORDER

Pursuant to Master Services Agreement No. 40798 ("**Agreement**"):

This Initial Laserfiche Cloud Site License Order, designated as Addendum No. 1, is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

TOWN OF LANDIS ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill /Ship to: Michael Ambrose
mambrose@townoflandisnc.gov
cc AP Contact: mambrose@townoflandisnc.gov
Cloud Admin: Michael Ambrose
mambrose@townoflandisnc.gov

Client Name: Town of Landis
Client Address: 312 S. Main Street, Landis , NC 28088
Quote Number: 29642
Order Type: Net New

Quote Date: November 28, 2023

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>			
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (<10k Population)	1	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$3,100.00</i>
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> MCCi Process Administration Support Services for Laserfiche	1	\$4,725.00	\$4,725.00
<i>Client needs are estimated based on the current components provided herein: up to 25 hours that will expire at the end of your renewal term.</i>			
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 10,000	1	\$450.00	\$450.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 10,000	1	\$600.00	\$600.00
<i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$5,775.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			<i>\$8,875.00</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
MCCi SERVICE PACKAGES			
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration	1	\$8,100.00	\$8,100.00
<input checked="" type="checkbox"/> Laserfiche Quick Fields Basic Configuration Package	1	\$3,375.00	\$3,375.00
<input checked="" type="checkbox"/> Implementation Management	1	\$5,625.00	\$5,625.00
<i>Service Packages Subtotal</i>			\$17,100.00
<input checked="" type="checkbox"/> <i>One-Time Services Discount - Implementation Management</i>			(\$900.00)
GRAND TOTAL - ONE-TIME SERVICES			\$16,200.00
TOTAL LASERFICHE PROJECT COST			\$25,075.00

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client’s purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer’s current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi unattended access** to the required infrastructure for the project. Unattended access requires the following:
 - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
 - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
 - A Windows Domain account assigned exclusively to the assigned MCCi Project Team that has administrative access to all infrastructure being serviced for purposes of the project.

- A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.

Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.

- Projects enter “On-Hold” status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi’s Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client’s organization to archive specified records in a proper format and location that is consistent with Client’s organization’s standards. To execute, MCCi’s team of expert Project Managers and System Engineers will work with Client’s Project Manager to build a Filing Workflow in Client’s Laserfiche environment.

CLIENT DELIVERABLES

- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

ASSUMPTIONS

- Workflow is already installed and configured.

LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi’s Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

ASSUMPTIONS

- Client has procured appropriate licensing for Real-Time Lookup.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

SUPPLEMENTAL SUPPORT PACKAGES

As Client’s first-tier solution provider, MCCi provides multiple options for technical support. Client’s annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi’s Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client’s annual renewal. MMSS pricing for the advanced block of hours is based on MCCi’s Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi’s Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

Description	MCCi’s Managed Support Services	MCCi’s Process Administration Support Services	
	MMSS	MPASS	MPASS2
Easy access to MCCi’s team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)*	■	■	■
Remote access support through web conferencing service *	■	■	■
Access to product update version and hotfixes (Client Download)*	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client’s request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client’s request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client’s Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*			■

* Client’s Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client’s solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client’s renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client’s service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client’s specific configurations, major software upgrades may or may not be covered and should be discussed with Client’s Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client’s system to review how Client’s organization uses Client’s solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client’s business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software

manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than 4 months may not be permissible due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.

- Access to Client’s Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche’s then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client’s current Solution Provider of Record, Laserfiche’s policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client’s support account, along with the ability to process subscription renewals and initiate additional purchases on Client’s behalf. Unless Client decides to cancel Client’s contract with MCCi or work with Laserfiche to formally change Client’s Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.



PURCHASE AGREEMENT

Section 7, Item 7.6

Date: November 6, 2023
 Contract #: JMB-LANDISTNCMILB-110623
 Effective To: January 31, 2024
 Prepared By: Jessica Blackwell

This understanding between LANDIS, TOWN OF at 312 South Main St, Landis, NC 28088 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
SOFTWARE LICENSES (ONE-TIME FEES):			
1	SmartFusion Interface to Milner ImageDirector Content Management	\$4,500.00	\$4,500.00
1	Milner ImageDirector Enterprise Base Package Content Management Professional Level (up to 30 users) Includes: <ul style="list-style-type: none"> Accounts Payable - Base Package (includes Check Merge & DocLink for SmartFusion) Accounts Receivable Utility Billing Customer Records Planning & Development Meeting Minutes/Agendas Contracts Open Records Requests Applicant Tracking (1) Image Director Auto Capture License **DISCOUNTED**	\$13,224.00	\$13,224.00
1	Remote Desktop Scanning License - Unlimited	\$0.00	\$0.00
		Total Software Licenses:	\$17,724.00
HARDWARE (ONE-TIME FEES)*:			
	Fujitsu fi-7160 (NOT INCLUDED IN PRICING-SEE PRICING NOTES) <ul style="list-style-type: none"> See <u>PRICING NOTES</u> on following page 	SEE NOTES	SEE NOTES
		Total Hardware:	SEE NOTES
PROFESSIONAL SERVICES (ONE-TIME FEES):			
1	Milner ImageDirector Content Management Professional Services Includes: <ul style="list-style-type: none"> Needs Assessment & Statement of Work Documentation ImageDirector Installation ImageDirector Configuration ImageDirector Testing ImageDirector Training 	\$6,930.00	\$6,930.00
		Total Professional Services:	\$6,930.00
		TOTAL (ONE-TIME FEES):	\$24,654.00
ANNUAL MAINTENANCE & SUPPORT (RECURRING ANNUAL FEES):			
1	SmartFusion Interface to Milner ImageDirector Maintenance	\$990.00	\$990.00
1	Milner ImageDirector Enterprise Base Package Maintenance	\$2,679.00	\$2,679.00
		TOTAL ANNUAL MAINTENANCE & SUPPORT:	\$3,669.00

PRICING NOTES:

- All “**SOFTWARE LICENSES**” & “**PROFESSIONAL SERVICES**” line items are one-time fees only.
- ***HARDWARE** pricing has not been included in this proposal. The recommended scanner is the Fujitsu fi-7160—*Specs: 60ppm/ 120ipm scanning in color, grayscale, & monochrome, 80-page Automatic Document Feeder (ADF)*—and can be purchased/quoted separately at cost of \$1,415 each.
- “**ANNUAL MAINTENANCE & SUPPORT**” fees are recurring annual fees which will be billed to coincide with client’s current maintenance agreement.
- Please see **ADDENDUM A** for SmartFusion Document Management Overview (**Page 3-4**).
- Please see **ADDENDUM B** for Software & Hardware Requirements (**Page 5**).

We greatly appreciate your continued support and business!

To move forward with this project, please return a signed copy of this proposal before **January 31, 2024**, via email to jblackwell@harriscomputer.com.

ADDENDUM A**SmartFusion Document Management Overview**

SmartFusion's Document Management solution allows you to streamline how your organization captures, organizes, and manages important electronic documents and media. Using cloud-based technology to easily scan, track, and store the essential information that keeps your organization running smoothly.

ImageDirector Enterprise Content Manager Includes:

- Web-based security and configuration management
- FIPS140-2 compliant
- Secure Disk Library
- 128 AES Encryption
- Stores any file format (PDF, Tiff, Video, Photo, Audio, Email, Microsoft native format files, etc.)
- Retention Manager
- Integrated Full-Text Search
- Enterprise/Workgroup Search
- Veracode score 100

ImageDirector Document Management System

ImageDirector is a document capture and tracking system comprised of a central content server and optional clients. The focus of the content server is on retrieval, storage management, security, accountability, and scalability.

Secure Content Storage

All content is stored and retrieved from document archive containers called Secure Disk Libraries (SDL). SDL collapses documents into write-once archives to save space, reduce the time required to back up the file system, and prevent tampering. The SDL archives are backed by an additional encrypted cache to maximize performance. The file system is designed to prevent document tampering, which assures that documents stored on the system can be guaranteed as originals. This design allows for documents retrieved from the system to be presented to courts as un-tampered originals.

The ImageDirector platform uses end-to-end encryption for documents. Documents are encrypted at rest via AES and during transmission via TLS. Even temporary files are automatically encrypted using Microsoft EFS to make them more secure and to prevent the possibility that a footprint of the image might be left on a hard drive.

Additional security features include user access, document level, and task level audit trails for workflows; user-definable role-based security, security based on metadata attributes, and security delegation.

Document Organization

ImageDirector organizes documents into Applications. Administrators define fields and indexes used in advanced searches. Fields correspond directly to a field in a SQL table, and ImageDirector works in much the same way. ImageDirector includes compatible fields in full-text searches, making it easy for users to leverage field information.

"Soft fields" are also supported. Users can tag documents with unstructured information. Document tags are included in full-text searches, and an unlimited number of tags are allowed.

ADDENDUM A (continued)**SmartFusion Document Management Overview (continued)****WebScan**

Capture documents from nearly any HTML5 compatible browser, including Microsoft Edge, IE, Chrome, Firefox and Safari. ImageDirector WebScan provides the ability for a user to scan documents to archive from within the ImageDirector application.

Users can scan a document via a desktop scanner and enter the appropriate indexing information. Buttons are provided on the interface for common document types to provide for easy indexing.

iPTA (Print-to-Archive)

ImageDirector iPTA provides the ability for a user to “print” electronic documents to archive from any network location. This eliminates the need to physically print and then scan an electronic document. Transfer digital documents such as: web pages, spreadsheets, word processing files, and other documents into ImageDirector as a read-only archive format for long-term storage.

ImageDirector FindDocs

FindDocs is a browser-based client for users to view documents. Documents are delivered to the requested user’s desktop in a web browser. This eliminates the need for workstation software for viewing documents outside of Adobe Reader and Web browser software (Internet Explorer, Edge, Firefox, Google Chrome, etc.).

FindDocs includes fully integrated security, which allows SmartFusion customers to make security decisions based on document retrieval. FindDocs also includes built in editing capabilities which allows users with specified permissions to modify document data.

Full Text Search Capabilities

ImageDirector supports both simple and advanced searches. \ Simple search allows users to enter basic Google-like search terms to locate documents. ImageDirector extracts key words from a wide variety of document formats, including many image formats, allowing simple search to locate documents based on their contents.

Full Text search assesses all documents in the system regardless of how the documents are classified. This allows the user to find relevant documents even when documents are stored using unstructured indexing strategies.

Advanced Search Capabilities

Advanced search gives control over search results. It allows restriction of searches using the structured information for a document. These searches are performed within a specific structure defined by an administrator and may include both field level searches and advanced full-text searches.

Once an initial search has been executed the user can fine tune the results using two additional filtering mechanisms. The first mechanism allows the user to filter results by choosing terms from a list created automatically from the original search. The second enables the user to type free-form lists of terms, including wildcards, to refocus the results. These choices help users locate the most relevant information quickly.

A user selects the electronic document and enters the appropriate indexing information. The document is directly released into the content manager for immediate retrieval.

ADDENDUM B

ImageDirector

Software & Hardware Recommended Requirements

Milner's goal in the development of ImageDirector is to stay current with all supporting technologies. Staying current with technology means users have the latest performance, security, and user experience enhancements available.

ImageDirector can function either in a virtualized or dedicated server environment. In either case, a separate database server is required. The optimal environment includes separate servers for ImageDirector, ImageDirector Capture and SQL.

All systems must be properly configured with adequate memory, CPU, disk, and data backup resources. A typical environment is illustrated below, but specifics for these items are discussed during the requirements definition phase of implementation.

Image Director 9.0 has enhanced security protocols, now utilizing a self-signed certificate. This will allow each client PC to securely communicate with the server. Milner will provide the self-signed certificate during the installation. Once installation is complete, the customer will deploy by installing the certificate in the store on each machine as needed or it can be managed via group policy using Active Directory.

Application Server	Windows OS	CPUs	Memory	OS Storage	Data Storage
ImageDirector	Microsoft® Windows® Server 2016 (64 bit) or higher	4 Core Intel® Xeon® Processors or higher	16 GB RAM	120 GB C Drive	Approx. 500 GB redundant storage space (varies with document volume)
ImageDirector Capture Server	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space
SQL	Microsoft® SQL Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8-16 GB RAM	80 GB	100 GB
Active Remittance Server	Microsoft® Windows® Server 2016 (64 bit) or higher	4 Core Intel® Xeon® Processors or higher	8 GB RAM	150 GB C Drive	350 GB redundant storage space (varies with document volume)
Active Remittance Workstation	Microsoft® Windows® Server 2016	2 Core Intel® Xeon® Processors or higher	8 GB RAM	150 GB C Drive	
Workstation	Microsoft® Windows® 10; or Mac® OS X	2.5GHz dual-core processor	4 GB RAM	10 GB C Drive	
eView	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space
ASK	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

AGREEMENT TERMS AND CONDITIONS:

1. Definition

a. Software Applications "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days. Professional Services and any applicable travel and lodging expenses shall be billed monthly as the work is performed. State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- Microsoft SQL Server database
- Microsoft Access database
- Visual FoxPro/DBase (DBC/DBF)
- Excel Spreadsheets - with flat data (one record per row/CSV)
- Delimited ASCII files (pipe "|" delimited preferred)

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a Client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.

6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements, and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

8. Forms

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars (\$175) per hour.

9. Professional Services

Additional professional services are available on-site or virtually. Virtual work is billed at \$175.00 per hour. On-site work is billed at \$1225.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- The Purchaser may not sublicense, rent, lease, or assign the Software Applications.
- No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense in order to facilitate the achievement of Completion of Services.

c. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

- Jason Kelly - Director of Professional Services**
- Sakura Gibson - Professional Services Manager**
- Ben Culbertson - Vice President of Sales**

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of North Carolina. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of North Carolina in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

PURCHASER: LANDIS, TOWN OF (NC)

By: _____ Date: _____

Title: _____

Purchaser's Project Leader:

Contact Name: _____

Contact Title: _____

Email Address: _____

Phone #: _____

Purchaser's Accounts Payable Dept Information:

Billing Address: _____

Accounts Payable Contact: _____

Phone & Fax #: _____

Alternate Contact: _____



PURCHASE AGREEMENT

Section 7, Item 7.6

Date: November 6, 2023
 Contract #: JMB-LANDISTNCMILW-110623
 Effective To: January 31, 2024
 Prepared By: Jessica Blackwell

This understanding between LANDIS, TOWN OF at 312 South Main St, Landis, NC 28088 ("Purchaser") and Computer Software Innovations, Inc. at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext. Amount
SOFTWARE LICENSES (ONE-TIME FEES):			
1	Milner ImageDirector Accounts Payable Workflow <ul style="list-style-type: none"> Includes SmartFusion's Accounts Payable SmartLink 	\$5,600.00	\$5,600.00
1	Milner ImageDirector Human Resources Compliance Workflow <ul style="list-style-type: none"> Includes SmartFusion's Accounts Payable SmartLink 	\$2,880.00	\$2,880.00
Total Software Licenses:			\$8,480.00
HARDWARE (ONE-TIME FEES):			
1	Fujitsu fi-7160 <ul style="list-style-type: none"> 60ppm / 120 ipm scanning in color, grayscale, & monochrome 80-page Automatic Document Feeder (ADF) 	\$1,415.00	\$1,415.00
Total Hardware:			\$1,415.00
PROFESSIONAL SERVICES (ONE-TIME FEES):			
1	Milner ImageDirector AP Workflow Professional Services Includes: <ul style="list-style-type: none"> Needs Assessment & Statement of Work Documentation Town of Landis Accounts Payable Workflow Configuration, Setup, Installation, Testing, & Remote Training (3 days) AP Workflow Routing Rules, Approval Process setup, SmartFusion Integration 	\$5,320.00	\$5,320.00
1	Milner ImageDirector HR Compliance Workflow Professional Services Includes: <ul style="list-style-type: none"> Needs Assessment & Statement of Work Documentation Human Resources Workflow Configuration, Setup, Installation, Testing, & Remote Training **PLEASE SEE "HUMAN RESOURCES WORKFLOW SUMMARY" (PAGE 2) 	\$1,960.00	\$1,960.00
Total Professional Services:			\$7,280.00

TOTAL (ONE-TIME FEES): \$17,175.00

ANNUAL MAINTENANCE & SUPPORT (RECURRING ANNUAL FEES):

1	Milner ImageDirector Accounts Payable Workflow Maintenance	\$1,980.00	\$1,980.00
1	Milner ImageDirector HR Compliance Workflow Maintenance	\$880.00	\$880.00

TOTAL ANNUAL MAINTENANCE & SUPPORT: \$2,860.00

PRICING NOTES:

- All “**SOFTWARE LICENSES**” and “**PROFESSIONAL SERVICES**” line items are one-time charges only.
- “**ANNUAL MAINTENANCE & SUPPORT**” fees are recurring annual fees which will be billed to coincide with client’s current maintenance agreement.
- Please see **ADDENDUM A** Human Resources Workflow Summary (**Below–Page 2**).
- Please see **ADDENDUM B** for SmartFusion Document Management Overview (**Page 3-4**).
- Please see **ADDENDUM C** for Software & Hardware Requirements (**Page 5**).

To move forward with this project, please return a signed copy of this proposal before **January 31, 2024**, via email to jblackwell@harriscomputer.com. Thank you so much for your continued support and business!

ADDENDUM A**Human Resources Workflow Summary**

Human Resources (HR) workflows will originate either through iPTA electronic documents, email, ID Capture, or WebScan. HR workflows use “Doc Type” buttons to indicate which documents have been or need to be collected. This creates a complete compliance HR folder for each employee. The three HR Workflows are as follows:

1. Human Resources (HR) Onboarding

- a. The task will be generated when a document is added to the NEW HIRE section for a new unique employee number.
- b. New hire employee documents are collected via WebScan, ID Capture, iPTA, or ‘browse to attach’ (e-forms can also be used) and are attached to the task.
- c. Employees can be assigned to a department manager who can view and add documents.
- d. New employee onboarding is completed when all documents are collected, or the ‘complete’ button is selected in the task.

2. Human Resources (HR) Compliance

- a. Documents that have been archived will be available in this task view.
- b. Doc Types will be used to indicate what documents are required to make an employee file compliant.
- c. Users can see two profiles—all documents and compliant documents.
- d. Users can move the completed document package once an employee has retired or been terminated.

3. Human Resources (HR) Document Renewal

- a. A task will be generated when an expiration date is completed for a document and the WF_Status field is set to ‘Active’. This will then be actively monitored in the ‘Monitoring’ Queue.
- b. When the expiration date reaches 30 days out, it will automatically move to the ‘Expiring’ Queue where it can be renewed.
- c. An email notification will be sent to the assigned person indicating the document is expiring.
- d. If it has not been renewed, it will automatically move to the ‘Expired’ Queue and wait for the user to renew it or not renew it.
- e. If the document is being renewed, the user will unlink the old document and browse for the new document, change the expiration date, and select the ‘Monitor’ document option.

ADDENDUM B**SmartFusion Document Management Overview**

SmartFusion's Document Management solution allows you to streamline how your organization captures, organizes, and manages important electronic documents and media. Using cloud-based technology to easily scan, track, and store the essential information that keeps your organization running smoothly.

ImageDirector Enterprise Content Manager Includes:

- Web-based security and configuration management
- FIPS140-2 compliant
- Secure Disk Library
- 128 AES Encryption
- Stores any file format (PDF, Tiff, Video, Photo, Audio, Email, Microsoft native format files, etc.)
- Retention Manager
- Integrated Full-Text Search
- Enterprise/Workgroup Search
- Veracode score 100

ImageDirector Document Management System

ImageDirector is a document capture and tracking system comprised of a central content server and optional clients. The focus of the content server is on retrieval, storage management, security, accountability, and scalability.

Secure Content Storage

All content is stored and retrieved from document archive containers called Secure Disk Libraries (SDL). SDL collapses documents into write-once archives to save space, reduce the time required to back up the file system, and prevent tampering. The SDL archives are backed by an additional encrypted cache to maximize performance. The file system is designed to prevent document tampering, which assures that documents stored on the system can be guaranteed as originals. This design allows for documents retrieved from the system to be presented to courts as un-tampered originals.

The ImageDirector platform uses end-to-end encryption for documents. Documents are encrypted at rest via AES and during transmission via TLS. Even temporary files are automatically encrypted using Microsoft EFS to make them more secure and to prevent the possibility that a footprint of the image might be left on a hard drive.

Additional security features include user access, document level, and task level audit trails for workflows; user-definable role-based security, security based on metadata attributes, and security delegation.

Document Organization

ImageDirector organizes documents into Applications. Administrators define fields and indexes used in advanced searches. Fields correspond directly to a field in a SQL table, and ImageDirector works in much the same way. ImageDirector includes compatible fields in full-text searches, making it easy for users to leverage field information.

"Soft fields" are also supported. Users can tag documents with unstructured information. Document tags are included in full-text searches, and an unlimited number of tags are allowed.

ADDENDUM B (continued)**SmartFusion Document Management Overview (continued)****WebScan**

Capture documents from nearly any HTML5 compatible browser, including Microsoft Edge, IE, Chrome, Firefox and Safari. ImageDirector WebScan provides the ability for a user to scan documents to archive from within the ImageDirector application.

Users can scan a document via a desktop scanner and enter the appropriate indexing information. Buttons are provided on the interface for common document types to provide for easy indexing.

iPTA (Print-to-Archive)

ImageDirector iPTA provides the ability for a user to “print” electronic documents to archive from any network location. This eliminates the need to physically print and then scan an electronic document. Transfer digital documents such as: web pages, spreadsheets, word processing files, and other documents into ImageDirector as a read-only archive format for long-term storage.

ImageDirector FindDocs

FindDocs is a browser-based client for users to view documents. Documents are delivered to the requested user’s desktop in a web browser. This eliminates the need for workstation software for viewing documents outside of Adobe Reader and Web browser software (Internet Explorer, Edge, Firefox, Google Chrome, etc.).

FindDocs includes fully integrated security, which allows SmartFusion customers to make security decisions based on document retrieval. FindDocs also includes built in editing capabilities which allows users with specified permissions to modify document data.

Full Text Search Capabilities

ImageDirector supports both simple and advanced searches. \ Simple search allows users to enter basic Google-like search terms to locate documents. ImageDirector extracts key words from a wide variety of document formats, including many image formats, allowing simple search to locate documents based on their contents.

Full Text search assesses all documents in the system regardless of how the documents are classified. This allows the user to find relevant documents even when documents are stored using unstructured indexing strategies.

Advanced Search Capabilities

Advanced search gives control over search results. It allows restriction of searches using the structured information for a document. These searches are performed within a specific structure defined by an administrator and may include both field level searches and advanced full-text searches.

Once an initial search has been executed the user can fine tune the results using two additional filtering mechanisms. The first mechanism allows the user to filter results by choosing terms from a list created automatically from the original search. The second enables the user to type free-form lists of terms, including wildcards, to refocus the results. These choices help users locate the most relevant information quickly.

A user selects the electronic document and enters the appropriate indexing information. The document is directly released into the content manager for immediate retrieval.

ADDENDUM C
ImageDirector

Software & Hardware Recommended Requirements

Milner’s goal in the development of ImageDirector is to stay current with all supporting technologies. Staying current with technology means users have the latest performance, security, and user experience enhancements available.

ImageDirector can function either in a virtualized or dedicated server environment. In either case, a separate database server is required. The optimal environment includes separate servers for ImageDirector, ImageDirector Capture and SQL.

All systems must be properly configured with adequate memory, CPU, disk, and data backup resources. A typical environment is illustrated below, but specifics for these items are discussed during the requirements definition phase of implementation.

Image Director 9.0 has enhanced security protocols, now utilizing a self-signed certificate. This will allow each client PC to securely communicate with the server. Milner will provide the self-signed certificate during the installation. Once installation is complete, the customer will deploy by installing the certificate in the store on each machine as needed or it can be managed via group policy using Active Directory.

Application Server	Windows OS	CPUs	Memory	OS Storage	Data Storage
ImageDirector	Microsoft® Windows® Server 2016 (64 bit) or higher	4 Core Intel® Xeon® Processors or higher	16 GB RAM	120 GB C Drive	Approx. 500 GB redundant storage space (varies with document volume)
ImageDirector Capture Server	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space
SQL	Microsoft® SQL Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8-16 GB RAM	80 GB	100 GB
Active Remittance Server	Microsoft® Windows® Server 2016 (64 bit) or higher	4 Core Intel® Xeon® Processors or higher	8 GB RAM	150 GB C Drive	350 GB redundant storage space (varies with document volume)
Active Remittance Workstation	Microsoft® Windows® Server 2016	2 Core Intel® Xeon® Processors or higher	8 GB RAM	150 GB C Drive	
Workstation	Microsoft® Windows® 10; or Mac® OS X	2.5GHz dual-core processor	4 GB RAM	10 GB C Drive	
eView	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space
ASK	Microsoft® Windows® Server 2016 (64 bit) or higher	2 Core Intel® Xeon® Processors or higher	8 GB RAM		Approx. 100 GB storage space

Immediately thereafter the 1st Years Annual Maintenance Fee Period, subsequent Annual Maintenance Fees will be calculated at the then current Harris rate.

All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

AGREEMENT TERMS AND CONDITIONS:

1. Definition

a. Software Applications "Software Applications" are the computer programs explicitly listed above in the section titled "Software Products" and those indicated using initials by the Purchaser in the section titled "Software Options."

2. Payment Terms

Order will be processed with the return of signed contract and an initial payment of 50% of the total software, professional services, hardware, and customizations as outlined above. Orders will not be processed until both of these two requirements are satisfied.

The remaining fees for the Software Applications shall be invoiced after delivery (CD-ROM or Electronic Transfer) to Purchaser and due thirty (30) days from the date of invoice.

License Transfer Fees, if applicable, shall be invoiced at the start of the project and due in thirty (30) days. Professional Services and any applicable travel and lodging expenses shall be billed monthly as the work is performed. State Taxes are applicable on prices listed. If the Purchaser is Tax Exempt, a Tax Exemption Certificate must be provided with this signed Contract.

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Data Conversion

The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical utility billing conversion includes information such as names, addresses, phone numbers, and services. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in system pricing proposals but these are only estimates until inspections or sample data can be examined to verify data formats and data integrity. Only then can accurate conversion costs be established. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media format readable by Harris. File layouts must include: record size, field length, field starting and ending points, field name, field type, data field description. Our acceptable file formats are listed below:

- Microsoft SQL Server database
- Microsoft Access database
- Visual FoxPro/DBase (DBC/DBF)
- Excel Spreadsheets - with flat data (one record per row/CSV)
- Delimited ASCII files (pipe "|" delimited preferred)

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

60 Day Integrity Window - it is our goal to get your data right, thus you as a Client have 60 days from the first day of their Go Live to review data for any discrepancies. Items not contained within their source data are excluded. All items found after this 60-day window will be changed at a minimum charge of \$350.

6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements, and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial maintenance amount will be billed on Discovery, which represents the start of services and the ability to obtain support. Payment is due upon receipt of invoice. Harris reserves the right to change maintenance and support fees.

Subsequent years' MSF shall be rendered at the beginning of each year in which services are to be furnished. Lapses in annual MSF and/or balances not paid over sixty (60) days will be monitored and will lead to denial of support, and upgrade privileges. In the event of a lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Software Support Agreement Standard Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$175.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

Twenty-two percent of any fees associated with any customization services will automatically be added to the Purchaser's MSF.

8. Forms

Purchaser agrees to use standard forms unless otherwise indicated. If purchaser does not order forms from Harris, forms must be approved by Harris Project Manager (named below in Section 15) before ordering. A Change Order may be issued to purchaser by Harris for any report modifications, which will be billed at a rate of one hundred-seventy-five dollars (\$175) per hour.

9. Professional Services

Additional professional services are available on-site or virtually. Virtual work is billed at \$175.00 per hour. On-site work is billed at \$1225.00 per day plus travel, travel time, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$250 surcharge. Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Scheduling: Harris will use its best efforts to select a mutually agreeable date for services. Cancellation or rescheduling of services must be done five business days or one calendar week prior to scheduled service date. A five-hundred-dollar (\$500) cancellation fee will be assessed for cancellations/rescheduling done outside of the time frame specified.

10. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. Travel time will be charged for all onsite work at a rate of three hundred dollars (\$300) for up to three days and six hundred dollars (\$600) for four days or more onsite. When an employee is at or traveling to the Purchaser's offices, sixty-five dollars (\$65) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

11. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- The Purchaser may not sublicense, rent, lease, or assign the Software Applications.
- No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under this Agreement

12. Performance by Customer

a. Co-operation by Purchaser: The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

b. Required Programs: The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense in order to facilitate the achievement of Completion of Services.

c. Project Manager: The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

13. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Harris makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

14. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim for patent or copyright infringement with respect to Licensed Software.

15. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

- Jason Kelly - Director of Professional Services**
- Sakura Gibson - Professional Services Manager**
- Ben Culbertson - Vice President of Sales**

16. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

17. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of North Carolina. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of North Carolina in any dispute arising out of or related to this agreement.

18. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

PURCHASER: LANDIS, TOWN OF (NC)

By: _____ Date: _____

Title: _____

Purchaser's Project Leader:

Contact Name: _____

Contact Title: _____

Email Address: _____

Phone #: _____

Purchaser's Accounts Payable Dept Information:

Billing Address: _____

Accounts Payable Contact: _____

Phone & Fax #: _____

Alternate Contact: _____



Item Cover Page

MEETING TYPE Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Staff

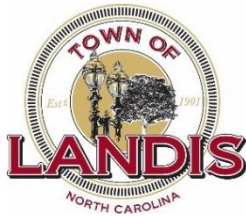
ITEM TYPE: Report

AGENDA SECTION: Reports

SUBJECT: **Departmental Reports**

DETAILS: Reports in Order:

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



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

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

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

SUBJECT: **December Report**

DETAILS:

Events: South Rowan Christmas Parade Canceled due to weather. The Downtown Tree Lighting was postponed and held Nov. 28th. This was a successful event with food, activities, Holiday characters, and entertainment from the Steel Drum Band from Landis Elementary School.

Campfire Christmas Event at the Lake will be held Saturday December 9th from 4:00-7:00pm. Kids crafts, campfire smores, and visits with Santa.

Park Operations: Maintenance on trails, campsites, and disc golf course continues.

Campsite Rentals: 12	Shelter Rentals: 0	Daily Fishing Passes Sold: 266
State License: 13	Boat Registrations: 2	

2020 Ford Explorer Mileage: 45773

Public Works Monthly Reporting

Completed By Tristin Walter Date 12-5-23

1. Water - Sewer

- Taps 3
- Irrigation Taps 2
- Water Main breaks 0
- Meter Box Replacement 1
- Hydrant (Water Quality Flushing) Routes 10
- Meter/MXU Change Out 5
- Water Pump Station (quantity 1) Quality 30
- Sewer lift station (quantity 10) y Monitoring and Repairs needed y
- Customer calls/ resident needs 20+
- New / Current Resident work orders start& stop service 15

2. Stormwater

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

3. Electricity

- Current / New Resident Work orders 10
- New (Temp) Service 4
- Disconnects 78
- Streetlights 23
- Security Lights 15
- Pole Repair/Replace 4
- Outages: Cause, Environmental 8 Load Demanded 0 Vehicle Wreck 0 Other 2

4. Streets

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

Comments: _____



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Matthew Geelen, Police Chief

ITEM TYPE: Report

AGENDA SECTION: Departmental Report

SUBJECT: **December Report**

DETAILS:

Total Calls for Service (Including Self-initiated calls) - 608

Self-Initiated Calls – 499

Calls for Service – 105

Traffic Stops - 128

Traffic Accidents – 3

Vehicle Mileage:

LPD-081: 136,188 LPD-173: 75,684

LPD-101: 103,641 LPD-174: 54,874

LPD-131: 99,887 LPD-175: 62,614

LPD-151: 65,256 LPD-176: 53,352

LPD-161: 69,090 LPD-177: 77,484

LPD-171: 60,768 LPD-212: 17,067

LPD-172: 84,672



Traffic Enforcement Stats

Targeted Enforcement Area: South Main Street

Targeted Violation: Speeding

Date Range: November 9, 2023 – November 30, 2023

Number of Written Warnings / Citations: 16

Targeted Enforcement Area: South Zion Street

Targeted Violation: Speeding

Date Range: November 9, 2023 – November 30, 2023

Number of Written Warnings / Citations: 11

Targeted Enforcement Area: South Kimmons Street

Targeted Violation: Speeding

Date Range: November 9, 2023 – November 30, 2023

Number of Written Warnings / Citations: 0

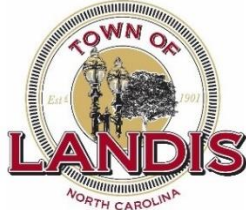


Traffic Study

A speed study was conducted on South Kimmons Street from November 15th, 2023, to November 29th, 2023, to assess the traffic patterns and enforce speed limits. Throughout this period, a total of 6,848 vehicles were observed and analyzed. The study found that the average speed of vehicles on South Kimmons Street was 26.4 mph, indicating that most drivers were adhering to the speed limits.

To further ensure compliance, law enforcement officers conducted speed enforcement efforts in the area during the study period. However, despite their presence and vigilance, no speeders were detected or observed. This suggests that the speed enforcement actions effectively deterred drivers from exceeding the speed limit on South Kimmons Street.

The findings of this speed study highlight the success of the speed enforcement efforts in ensuring a safe and compliant traffic environment on South Kimmons Street. The consistent average speed of 26.4 mph reflects the positive impact of these measures in promoting responsible and law-abiding driving behavior.



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: September 11, 2023
SUBMITTED BY: Jason Smith, Fire Chief
ITEM TYPE: Report
AGENDA SECTION: Departmental Reports
SUBJECT: **December Report**

DETAILS:

November Stats:

Medical Calls: 43

Fire: 39

Traffic Accident: 4

Mutual Aid Given: 33

Mutual Aid Received: 19

Total all calls: 138

VEHICLE MILAGE:

ENGINE 443-95941

ENGINE 442-36693

LADDER 58-20992

ENGINE 581-28647

CAR 44-135843

CHIEF 440-16188

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

Application #	Name (surveyor & owner)	Job Address	Type/# of lots	Status FEES PD
<p>SITE-07-21 PLANNER OFFICE (GRAY FILE DRAWER) WAS JOHNSON/WOOD- NEW <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>


LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

<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.</p>
<p>SITE 11-21 GRAY FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec- Architect</p>	<p>716 W. Ryder Ave & Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED TOWNHOMES APARTMENTS</p>	<p>12-22-21 PAYMENT: \$100 SKETCH PLAN REV. 12-28-21 RF to Engineer, email with comments re sketch plan layout. 2-8-22 R. Flowe mtg w/Developer Engineer 5-16-22 DEV. MTG WITH R FLOWE SKTECH PLAT REV. 7-5-22 PAYMENT \$100 FOR 5-16-22 REVIEW 7-15-22 REC'D 2 COPIES OF PRELIMINARY SITE PLAN- Location: floor beside map cage Payment: site plan rev. \$388.25 8-10-22 PL. BD REVWD. PLAN REJECTED. DEV WILL SUBMIT ANOTHER SITE PLAN 10-19-22 rec'd revised plan 11-8-22 OVERVIEW W/PL. BD. 11-16-22 MTG W/FLOWE & MNGR- WILL RE-SUBMIT PLANS NO TRC ON CURRENT PLANS. 12-6-22 REC'D REVISED PLANS. R FLOWE COMMENTED. EMAILED ARCHITECT W/COMMENTS 12-21-22 re-sent email of 12-6-22 to architect/confirmed recpt. 1-3-23 ACTIVE FILE 2-8-23 revised plan sent by email- next step is site dev. Plan rev. 2-28-23 PLAN HARD COPIES REC'D 2-28-23 PAYMENT: \$388.25 site plan rev. 3-2-23 REC'D REVISED SITE PLAN 3-15-23 Revised Site Plan approved- next step-construction plans & review 5-17-23 SC spoke w/Arch. M. SIEMIENIEC- Construction plans to be del today- 5-18-23 per M.Siemieniec. plan del delay 5-24-23 CONSTRUCTION PLANS REC'D</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

#11-21 LANDIS APTS				<p>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.</p>
 YEAR 2022				
Application #	Name (surveyor &/OR owner)	Job Address	Type/# of lots	Status FEES PD
<p>SITE DEV 09-22 <u>IRISH CREEK PREL. PLAT LANDIS PORTION PHASE 2&4</u></p>	<p>LENNAR CAROLINAS – LAND DESIGN ENGINEER NOTICE OF INTENT FOR NEW DEVELOPER</p>	<p>CANNON FARM RD</p>	<p>430 LOTS- MU-1 & SFR-2 CZ</p>	<p>9-6-22 REC'D PLAT W/\$3,000 9-13-22 REC'D MASTER PLAN PRELIMINARY PLAT W/\$5,140 AND \$4,580 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</p>
<p>SITE DEV 10-22 <u>OLD BEATTY FORD RD INDUSTRIAL SITE</u></p>	<p>RYAN BEADLE/JACKSON-SHAW- LIPE, MILLS, DEAL PROPERTIES</p>	<p>OLD BEATTY FORD RD INDUSTRIAL SITE</p>	<p><u>ANNEX & ZMA LOTS:</u> MAP 140, PARCELS: 003,167, 138, 169 & 170 11-14-22- BD APPROVED ANNEXATION ZONING: IND</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.</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

<p><u>DEV #10-22</u> <u>OLD BEATTY FRD RD</u> <u>IND. SITE</u></p>			<p>2-13-23 BD TO CONSIDER ANNEXATION WITH PUB. HEARING ON MARCH 20, 2023 -BD APPROVED</p>	<p>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 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>
<p>2023</p>	<p>2023</p>	<p>2023</p>	<p>2023</p>	<p>2023</p>
<p>Application #</p>	<p>Name (surveyor & owner)</p>	<p>Job Address</p>	<p>Type/# of lots</p>	<p>Status FEES PD</p>
<p>SITE 01-23 BYRNE PROP KIMBALL RD</p>	<p>SHANNON SPARKS SURVEYOR BYRNE PROP. INC</p>	<p>KIMBALL ROAD MAP 123B 115</p>	<p><u>TOWNHOMES</u> <u>9 PROPOSED</u> 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 \$325 PARTIAL CONSTR PLAN REVW 10-18-23 PAYMENT OF \$680 (8 TWNHMS- zoning permit)</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

				<p>10-19-23 RFLOWE REVIEWED. NEED UPDATED BUILDING ELEVATIONS TO CURRENT PLAN.</p> <p>10-24-23 DEVELOPER AWARE OF PLANS NEEDED.</p> <p>10-26-23 UPDATE CONST. PLANS REC'D</p> <p>10-26-23 PAYMENT OF \$627- REMAINDER OF CONST REVW FEES PD.</p> <p>11-29-23 PRE-CONST MTG</p> <p>11-29-23 PLANS APPROVED FOR CONSTRUCTION</p>
<p>SITE 03-23 PINNACLE PARKING LOT SITE PLAN</p>	<p>CESI ENGINEERING JASON MARTINEZ(SITE)</p>	<p>1600 PINNACLE WAY DR.</p>	<p><u>PARKING LOT</u> <u>EXPANSION</u></p>	<p>7-12-23 PLANS RECEIVED W/FEE PD \$875</p> <p>8-1-23 PLAN REVIEW R FLOWE- MEETING RESULTS: NEW PLANS WILL BE SUBMITTED ASAP.</p> <p>9-6-23 PLANS SUBMITTED</p> <p>9-12-23 PLAN REV. RFLOWE AND T. WALTERS- REVIEW CONTINUES</p> <p>9-19-23 RFLOWE & TWALTERS SIGNED OFF ON PLANS. EMAILED ALL- DEV. SET READY AT FRONT DESK. 9-25-23 PLANS P/UP</p>
<p>PLANS IN CONSTRUCTION/ REVIEW</p>				
<p>SITE DEV 04-22 RICE RD TWNHOMES 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><u>TOWNHOMES</u></p>	<p>12-28-22 issued zoning permit # ZN-22-81</p> <p>4-18-23 Rec'd 1 new page to plans.</p> <p>4-26-23 RF review, waiting on stormwater review, still need correct buildings sheet.</p> <p>5-2-23 STORMWATER REVIEWED</p> <p>5-3-23 Emailed screenshot of comments- Waiting on corrected buildings sheet.</p> <p>5-16-23 REC'D 2 COMPLETE SET OF PLANS</p> <p>5-16-23 PLANS APPROVED –DEV. To p/up NEXT STEP: PRE-CONST. CONF. SET 05-24-23 @ 3:30 PM</p> <p>5-19-23 PLANS P/UP</p> <p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements</p> <p>6-6-23 Const. Admin Fees Pd: \$1,180.50</p> <p>6-30-23 UPDATED PLANS REVIEWED-APPROVED</p> <p>7-6-23 REC'D MATERIALS LIST</p>

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

				<p>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 R FLOWE 10-17-23 EMAILED DEV. READY FOR PICK UP 10-18-23 FINAL PLAT- MYLAR REC'D 10-19-23 R FLOWE SIGNED PLAT 10-25-23 ENGINEER W.WEBB REVIEWING FOR SIGNATURE 10-31-23 MORE INFO NEEDED- EMAILED DEVELOPER- as-built drawings, construction certifications from the design engineer, and cad files for the water, sewer, and storm drainage locations 11-8-23 Rec'd mylar – waiting on State permits 11-16-23 mtg w/state rep re approvals 11-20-23 application submitted with NCDEQ 11-21-23 REC'D \$350 FINAL PLAT FEE</p>
<p>SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23</p>	<p>William N. West Owner Crete Solutions</p>	<p>220 OLD BEATTY FORD RD</p>	<p><u>CONCRETE</u> <u>PLANT</u></p>	<p>04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS. 4-26-23 RF review & staff rev. complete comments on plans 4-27-26 Owner/Dev. Bill West p/up set w/comments. 5-9-23 Rec'd partial set of plans- advised need complete sets. 5-10-23 rec'd 2 complete sets of plans w/revisions 5-17-23 R. Flowe to Developer West, plan set – scale is off. West to deliver a new complete plan set to NFocus Office this day. Flowe to review and sign zoning permit application if plans are approved. 5-17-23 Plans rec'd. R. Flowe approved plans for site construction. Zoning Permit #ZN-23-27 issued. Site work active.</p>
<p>PLATS COMPLETED</p>				

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Section 8, Item 8.1

--	--	--	--	--

Town of Landis
Division of Land Use
Zoning Permits Issued – Year 2023

Permit #	Date	Name	Job Address	Permit Use
ZN-23-01	01-12-23	TAYLOR WHITE	408 N CHAPEL ST	HOME OCCUP/ACCESS STRUCTURE
ZN-23-02	01-18-23	LEANNA HOLLAR	115 W ROUND ST	ACCESS. STRUCTURE
ZN-23-03	01-18-23	CHRIS HOLMES	250 TRANQUIL LAKE DR	FENCE
ZN-23-04	01-24-23	LINKER	205 W. 1 ST STREET	NEW CONST. SFR
ZN-23-05	01-31-23	BARNES	507 W BEAVER ST	ACCESS. -DECK REPLACEMENT
ZN-23-06	01-31-23	MACLEOD CONCRETE	220 OLD BEATTY FORD ROAD	NEW CONCRET PLANT
ZN-23-07	01-31-23	READLING UPDATED PERMIT	409 S CORRELL ST ZN-22-28	REMODELW/ADDITION SFR
ZN-23-08	2-1-2023	LANDIS BAPT. CHURCH	512 W. RYDER AVE	2 ACCESS. BLDGS
SP-ZN-23-09	2-1-2023	JOY LONG(LITTLE SHOPPE)	2881 N CANNON BLVD #B	WALL SIGN FOR BUSINESS
ZN-23-10	2-2-23	JAMES HAUSS	510 TRANQUIL LAKE DR	ACCESS. BLD -30X60 GARAGE
SP-ZN-23-11	2-1-2023	JOY LONG(LITTLE SHOPPE)	2881 N CANNON BLVD #B	TEMP SIGN FOR BUSINESS
ZN-23-12	2-23-23	TERESA RANKIN GRANDISON	180 OVERCUP COURT	PORCH & DECK ADDITION
ZN-23-13	3-2-2023	DARELL EFIRD	2515 HWY 29 S	ACCESS STRUCTURE
ZN-23-14	3-15-23	SANDOVAL	406 S CORRELL ST	ACCESS STRUCTURE
ZN-23-15	3-16-23	WATTS, CODY (NIKKI)	127 S CENTRAL AVE NEW BUS.	RESTAURANT "LANDIS CREAMERY"
ZN-23-16	3-28-23	NIBLOCK HOMES	900 IRISH CREEK DRIVE	NEW CONST SFR
ZN-23-17	4-5-23	ELIJAH HARRISON CONST	306 N KIMMONS ST	INT. ROOM ADDITION
ZN-23-18	4-5-23	WALSH	504 SAWTOOTH OAK DR	FENCE
ZN-23-19	4-11-23	ABCD MOORE PROP.	1555 PINNACLE WAY DR	INT. ROOM ADDITION
ZN-23-20	4-11-23	DAVID MILLER REALTY	805 E MILLS DR	NEW SFR
ZN-23-21	4-11-23	DAVID MILLER REALTY	807 E MILLS DR	NEW SFR
ZN-23-22	4-11-23	DAVID MILLER REALTY	811 E MILLS DR	NEW SFR
ZN-23-23	4-13-23	CAROLINA BUILDERS OF CAB	416 PINE ST.	NEW SFR
ZN-23-24	4-18-23	BUILD 4 VALUE LLC	310 TOWN ST. PREV. ZN-22-71	NEW SFR (W/UTILITY EASEMENT)
ZN-23-25	5-3-23	NICHOLE ROMANOWSKI	302 GALLANT CIR	FENCE
ZN-23-26	5-11-23	FARION MORGAN	325 E TAYLOR ST	ACCESS. BUILDING
ZN-23-27	5-17-23	CRETE SOLUTION	220 OLD BEATTY FORD RD	IND.-CONCRETE PLANT
ZN-23-28	5-25-23	JAMES LEFLER	611 E MILLS DR	ROOF ADDITIONS
ZN-23-29	6-1-23	NELSON'S GLASS SERV.LLC	2977-A N CANNON BLVD	NEW BUSINESS USE
ZN-23-30	6-22-23	FON ERNEST	303 BUFORD DR	ADD. PORCH AND DECK & CORRECTION
ZN-23-31	6-22-23	NIBLOCK HOMES	2419 CALLAGAN COURT	NEW SFR
Zn-23-32	7-5-23	THACKER	940 TAMARY WAY	POOL WITH FENCE & DECK
ZN-23-33	7-6-23	HAYES	330 KIMBALL LOOP	ACCESS BLDG
ZN-23-34	7-19-23	HOLMAN	1008 S HIGHLAND AVE	ACCESS BLDG ADDITION

Town of Landis
Division of Land Use
Zoning Permits Issued – Year 2023

Permit #	Date	Name	Job Address	Permit Use
ZN-23-35	7-25-23	HERNANDEZ	110 N UPRIGHT ST	BUS. CHANGE- AUTO REPAIR SERV "LUPITAS"
ZN-23-36	7-26-23	WINGLER	302 S CHAPEL ST	ACCESS BLDG
ZN-23-37	7-26-23	CALDERON	110 N UPRIGHT ST	BUS CHANGE-AUTO REPAIR SERV. TWO BROS.
ZN-23-38	8-1-23	CLAUDE	1000 IRISH CREEK DR.	NEW SFR W/ACCESS GARAGE
ZN-23-39	8-9-23	GUIMOND	415 W RYDER AVE	ACCESS BLDG
ZN-23-40	8-24-23	JAMES- PAR 3	112 N CENTRAL AVE	ADDITION TO EXISTING BLDG
ZN-23-41	8-24-23	OLD TOWN SOAP	716 S MAIN ST	ADD. & UPFITS TO EXISTING BLDG
SP-ZN23-42	8-29-23	RITE LITE SIGNS	1520 PINNACLE WAY	WALL SIGN (VANQUISH FENCING)
ZN-23-43	8-29-23	WALSH	355 KIMBALL LOOP	ACCESSORY STRUCTURE
ZN-23-44	8-29-23	CACERES	605 S ZION ST	FENCE
ZN-23-45	8-31-23	RES-NC RESTORATION	306 E RIDGE AVE	NEW SFR
ZN-23-46	8-31-23	RES-NC RESTORATION	308 E RIDGE AVE	NEW SFR
ZN-23-47	9-12-23	TOP FLIGHT ENTERPRISE AUTO	2881-B N CANNON BLVD	NEW BUSINESS (AUTO DEALER)
ZN-23-48	9-12-23	MC POWERHOUSE	2881-C N CANNON BLVD	NEW BUSINESS (AUTO LEASING)
ZN-23-49	9-19-23	SLOOP	210 W HOKE ST	NEW DECK ATTACHED
ZN-23-50	9-26-23	LASSITER	724 S HIGHLAND AVE	NEW ACCESSORY BLDG
ZN-23-51	10-10-23	MOREIRA	307 S MAIN ST	NEW BUISNESS "J'S PAINT"
ZN-23-52	10-11-23	CLAUDE	1000 IRISH CREEK DR	ACCESSORY DWELLING
ZN-23-53	10-18-23	NIBLOCK HOMES	859 TAMARY WAY	NEW SFR
ZN-23-54	10-18-23	NIBLOCK HOMES	1020 IRISH CREEK DR	NEW SFR
ZN-23-55	10-18-23	HEIM	502 SAWTOOTH OAK DR	SCREEN PORCH ADDITION
ZN-23-56	11-14-23	RITCHIE	609 N MAIN ST	UPFITS TO EXISTING PRIN.
ZN-23-57	10-31-23	A & A VAPES	1705 S MAIN ST	NEW BUSINESS
ZN-23-58	10-26-23	VICTORY BUILDERS	404 E BLUME ST	NEW SFR
ZN-23-59	10-31-23	RTR HOMES	1003S HIGHLAND AVE	ROOM ADDITION
ZN-23-60	11-06-23	HOLTON CONSTR.	1079 IRISH CREEK DR	NEW SFR
ZN-23-61	11-9-23	LUIS SANCHEZ	305 S MAIN ST	SIGNS FOR BUSINESS
ZN-23-62	11-16-23	WINGLER	302 S CHAPEL ST	FENCE PERMIT
ZN-23-63	11-16-23	CASTILLO	515 N CHAPEL ST	FENCE PERMIT
ZN-23-64	11-21-23	EASTER	205 2 1 ST ST	FENCE PERMIT
ZN-23-65	11-22-23	NIBLOCK	900 TAMARY WAY	NEW SFR
ZN-23-66	11-28-23	RIFFLE	309 S MAIN ST	NEW BUS. LANDIS DAIRY BAR
ZN-23-67	11-29-23	BYRNE PROPERTIES	204 KIMBALL RD	8 TOWNHOMES

**Town of Landis
Division of Land Use
Zoning Permits Issued – Year 2023**

Permit #	Date	Name	Job Address	Permit Use
ZN-23-68	11-30-23	LEMUS	208 W 2 ND ST	ACCESS. BLDG

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
MINIMUM HOUSING			
HC-20-02	property near intersection of East Ryder Avenue and Coldwater Street	Villas at Landis Development LLC (new owners)	abandoned dilapidated mobile office or classroom structures. Property has transferred now. Development has been approved. No response from owners. Pending other enforcement actions.
HC-21-04	314 Town Street	Ruth C Deadmon (Heirs)	occupied dwelling without water, sewer or electric services. Full inspection conducted, Hearing to be scheduled for 01-16-24.
HC-21-05	615 South Main Street	Jose Ivan Perez Perez (11-02-22)	Substandard housing conditions. CLOSED 11-08-23.
HC-21-08	317 East Corriher Street	Gail D Jackson	unsafe and unsanitary conditions inside and outside the house. Conducted inspection with warrant. Hearing held with decision she will continue with clean up and I will conduct periodic inspections until compliance is met. Follow up inspection will be conducted on 01-16-24.
NUISANCES			

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-23-02	107 North Meriah Street	James A Hall Jr	various forms of trash, junk, and debris along with multiple junked/nuisance vehicles. Notice issued with deadline of 02-21-23. Owner has taken no action. Spoke to him by phone, with no change in conditions. Second notice issued and returned by Post Office. Now new and differernt complaints coming in. Still no action by the owners. <u>Will prepare for abatement by the Town as soon as arrangements can be made.</u>
PN-23-04	210-214 Rankin Road	Mary Theresa Martin	Various forms of trash, debris and similar materials. Met on site with the owner and he has begun abatement actions. Appears all actions have halted. Notice issued with deadline of 01-14-2024.
PN-23-15	East Ryder @ Coldwater St	Villas at Landis Ddevelopment LLC	overgrowth. Notice issued with no results by owners. Abated by Town. Lien documents completed. CLOSED
PN-23-16	410 Town Street	Mary Susan Pruitt	boxes, trash and debris. Notice issued with no results. <u>Pending abatement by the Town.</u>

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
PN-23-18a	316 North Beaver Street, accessed from North Upright	Villas at Landis Ddevelopment LLC	demolition and building material debris, trash, and large pieces of tree trunks and other forms of debris. Notice issued with no response from owners. Dumping continues to grow. <u>Pending abatement by the Town.</u>
PN-23-20	reportedly behind 503 or 505 East Rice Street	To Be Determined	report of dumping of concrete and similar materials in the gulley behind the house. Conducted inspection of area on 10-28-23. Found one large chunk of tree trunk and no other debris. Pending further investigation.
PN-23-21	2270 West A Street	Luis Santos Jimenez	overgrowth. Notice issued with no results by owners. <u>Pending abatement by town.</u>
PN-23-22	209 West Hoke Street	Margaret Morris Lisk	various forms of trash and debris. Possibility of persons residing in a camper. Pending notice.
ABANDONED-JUNKED-NUISANCE VEHICLES			
ZONING			

TOWN OF LANDIS

Case Number	Violation Address	Owner or Occupant	Status or Conditions
Z-23-02	303 Buford Drive	Fon Ernest	Fence violation. Notice issued. Have spoken with the owner and advised to cease all work for now. Multiple additional zoning violations were found including failure to obtain permits, setback violations, pool violations, driveway cuts and expansion of a dwelling without permits. Working with Planning Department on follow up notice to include all newly found violations. Pending.



Item Cover Page

MEETING TYPE Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Jeneen McMillen, Finance Director

ITEM TYPE: Report

AGENDA SECTION: Reports

SUBJECT: **Financial Dashboard**

DETAILS:



Item Cover Page

MEETING TYPE Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Report

AGENDA SECTION: Reports

SUBJECT: **Managers Report**

DETAILS:



**Town Manager Report
Month of December 2023**

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

1. Lake Landis, Corriher, and Warrior Dams have some issues as identified with NCDEQ. The Town has explored some grant opportunities for correcting these issues, however the grant application requires an Action Plan that must be provided by an Engineer. Staff have received a quote from Schnabel Engineering, and they assure us they can get the action plan delivered to us prior to the spring grant application deadline.
2. The Town has changed our Operator in Responsible Charge (ORC) for Water and Sewer from Kannapolis back to Landis. The current staff that has been hired has the certifications that allow the Town to no longer have to pay the City of Kannapolis for this service.
3. The speed limit on S Kimmons Street between W Rice Street, and W Ryder Avenue has been officially reduced to 25 mph.
4. The speed humps on S Zion Street are expected to be completed by the end of December. The Town will post the road closures for this project whenever the materials arrive.
5. Suzi Burns has been selected as our new Customer Service Technician in our Utility Billing Department.
6. The Sidewalk Project on N Chapel Street has been completed.
7. The Tree Lighting was a successful event, and I appreciate the citizens that came out to be apart. I greatly appreciate Landis Elementary School Steel Drum Band for performing for the event.
8. I have been continually involved in meetings about stormwater, stormwater funding sources, and ways to improve our stormwater infrastructure needs.
9. Staff have begun auditing all Utility Billing Records to ensure we have the correct information for all customers that is needed on file. I appreciate everyone’s patience with staff during this process.

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

Thank you,
Michael D. Ambrose

Section 9, Item 9.1

2024

JANUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31 New Year's Eve	1 Town Hall Closed New Years Day	2	3	4 Board of Aldermen Work Session Meeting: 5:30PM	5	6
7	8 Board of Aldermen Regular Scheduled Meeting: 6:00PM	9 Planning Board Meeting: 6:00PM	10	11	12	13
14	15 Town Hall Closed MLK JR. Day	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

FEBRUARY

NOTE

COMMUNITY EVENTS

2023-2024

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

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

141



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: December 11, 2023

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Closed Session

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

DETAILS: