



BOARD OF ALDERMAN

Monday, April 14, 2025 at 6:00 PM

Landis Board Room

AGENDA

PLEASE SILENCE ALL CELL PHONES

1. INTRODUCTION:

- 1.1 Call Meeting to Order
- 1.2 Welcome
- 1.3 Moment of Silence and Pledge of Allegiance
- [1.4](#) Proclamation Honoring Lineworker Appreciation Days April 14 and April 18, 2025
- [1.5](#) Proclamation Honoring Administrative Professionals' Day April 23, 2025
- [1.6](#) Proclamation Honoring Firefighter Appreciation Week May 4-10, 2025
- [1.7](#) Proclamation Honoring Professional Municipal Clerks Week May 4-10, 2025
- 1.8 Adoption of Agenda

2. CONSENT AGENDA:

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

REQUESTED ACTION: Motion to Approve Consent Agenda as presented

- [2.1](#) Consider Approval of Work Session Meeting Minutes from March 6, 2025, Regular Scheduled Meeting Minutes from March 17, 2025, and Budget Retreat #1 Meeting Minutes from March 19, 2025

[2.2](#) Consider Approval of the Audit Contract for FY25 with Martin Starnes and Associates CPAs, P.A.

[2.3](#) Consider Approval of an Equivalent Residential Unit Study for Commercial Properties Through Gradient PLLC (Project# 25-105)

3. PUBLIC HEARINGS:

[3.1](#) Consider Approval to Recommend that the Rowan County Board of Commissioners Increase the East Landis Water District Fire Protection Tax Rate to \$.0825 Cents Per \$100 Valuation and Consider Approval of Corresponding Resolution #2025-04-14-2

4. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

4.1 Citizens' Comments

5. ORDINANCES/RESOLUTIONS:

[5.1](#) Consider Approval of Resolution #2025-04-14 to Request State Loan and/or Grant Assistance for Two New Water Tanks (Project 25-106)

[5.2](#) Consider Approval of Resolution #2025-04-14-3 Opposing Changes to Local Planning and Zoning in House Bill 765 and Related Bills by the North Carolina General Assembly

6. CONSIDERATIONS:

[6.1](#) Consider Motion to Enter Closed Session Pursuant to N.C.G.S.143-318.11(a)(3)(7) For Attorney Client Privilege Regarding Criminal Investigations (20CRS000581 and 20CRSS000587)

[6.2](#) Consider Approval of Request by the South Rowan Public Schools Bible Teaching Association to Assist with the "Run for the Word 5K" to be held on September 13, 2025

[6.3](#) Consider Approval to Donate \$1500 to Rowan County Crime Stoppers

[6.4](#) Consider Discussion of Board Member Appointment to DC & Frances Linn Committee

[6.5](#) Consider Approval of South-Central Sidewalk Replacement Bid (Project 25-32)

[6.6](#) Consider Approval to Receive Fire House Subs Grant Funding for 80 Sections of Fire Attack Hose In The Amount Of \$20,400, and Subsequent Budget Amendment #25 (Project# 25-86)

[6.7](#) Consider Approval of Resolution #2025-04-14-1 to Purchase 80 Sections of Fire Hose In The Amount Of \$20,400 from Newton's Fire & Safety Equipment (Project# 25-86)

- [6.8](#) Consider Discussion Regarding Ballistic Protective Gear for Fire Department Personnel
- [6.9](#) Consider Approval for Tellico Plains Rural Volunteer Fire Department in Tennessee to Purchase the 1998 Freightliner Fire Truck for \$25,000 (Project# 25-107).
- [6.10](#) Consider the Discussion of the NCStrap Project Status, and The Site Observation Report from Schnabel Engineering (Project 25-20)
- [6.11](#) Consider Approval of Workers Compensation Insurance Renewal Through the NC League of Municipalities
- [6.12](#) Consider Discussion of Love Landis Week Events for May 2nd - May 10th 2025

7. OLD BUSINESS:

- [7.1](#) Consider Discussion of Updates for the DC & Frances Linn Groundbreaking on May 2, 2025

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. CLOSING:

- 10.1 Board Comments
- 10.2 Motion to Adjourn



Proclamation

PROCLAMATION HONORING LINeworker APPRECIATION DAYS

April 14th and April 18th 2025

- WHEREAS**, on April 15, 2015, the North Carolina General Assembly ratified House Bill 140, which designates the second Monday in April of each year as Lineworker Appreciation Day in North Carolina; and
- WHEREAS**, on Jan. 3, 2017, the 115th Congress of the United States adopted House Resolution 10, recognizing lineworkers, the profession of lineworkers, the contributions these brave people make to protect public safety, and expressing support for designating April 18 as National Lineman Appreciation Day; and
- WHEREAS**, the Town of Landis Board of Aldermen celebrates the profession of electric lineworkers and wishes to honor its electric department personnel for their exemplary service to the Town of Landis and its citizens; and
- WHEREAS**, electric utilities employ a special class of employees—electric lineworkers—responsible for building and maintaining the distribution lines that bring electricity to homes and businesses, consistently devoted to their responsibilities; and
- WHEREAS**, this profession demands passion, dedication, and ongoing training and requires lineworkers to maintain power lines around the clock, ensuring they provide safe, reliable energy to the community; and
- WHEREAS**, lineworkers are often first responders during storms, working to repair broken and damaged electric lines under hazardous conditions to make the area safe for other public safety heroes; and
- WHEREAS**, lineworkers play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure, putting their lives on the line every day by working with the many dangers of high-voltage electricity; and
- WHEREAS**, the lineworkers of Landis Public Power and their example of service above self are deserving of the respect, admiration, and appreciation of all the citizens of the Town of Landis.
- NOW, THEREFORE BE IT RESOLVED**, I, Meredith Bare Smith, Mayor of the Town of Landis, North Carolina, proclaim **April 14th and April 18th 2025, as Lineworkers Appreciation Days** in Landis.

I hereby set my hand and have caused the Seal of the Town of Landis,
North Carolina, to be affixed this the 14th day of April 2025.

Attest:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Proclamation

PROCLAMATION HONORING ADMINISTRATIVE PROFESSIONALS' DAY

April 23, 2025

WHEREAS, administrative professionals are the backbone of our workplaces, contributing daily to the efficiency, organization, and success of our businesses, organizations, and institutions; and

WHEREAS, these professionals perform a wide range of duties with exceptional skill, dedication, and professionalism, often going above and beyond to ensure the smooth operation of their teams; and

WHEREAS, administrative professionals are vital to workplace communication, scheduling, record-keeping, and customer service, playing an essential role in both day-to-day operations and long-term organizational goals; and

WHEREAS, it is fitting that we recognize and celebrate the contributions of these individuals whose hard work and commitment are fundamental to the productivity and morale of the workplace.

NOW, THEREFORE BE IT RESOLVED, I, Meredith Bare Smith, Mayor of the Town of Landis, North Carolina, proclaim **April 23rd, 2025, as Administrative Professionals' Day** in Landis.

I hereby set my hand and have caused the Seal of the Town of Landis, North Carolina, to be affixed this the 14th day of April 2025.

Attest:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Proclamation

PROCLAMATION HONORING FIREFIGHTER APPRECIATION WEEK May 4-10 2025

WHEREAS, firefighters are dedicated public servants who place themselves in harm's way to protect the lives, property, and wellbeing of our communities; and

WHEREAS, these brave men and women respond to emergencies with courage and professionalism, facing dangers such as fire, hazardous materials, medical crises, and natural disasters; and

WHEREAS, firefighters not only respond to emergencies but also work tirelessly to prevent them through education, training, community outreach, and fire safety programs; and

WHEREAS, we recognize the physical, mental, and emotional demands of this honorable profession, and express deep gratitude for the commitment and sacrifice of every firefighter, past and present; and

WHEREAS, it is fitting to dedicate a week to show appreciation for the heroism, dedication, and service of our firefighters and to honor their unwavering support of the communities they serve.

NOW, THEREFORE BE IT RESOLVED, I, Meredith Bare Smith, Mayor of the Town of Landis, North Carolina, proclaim the week of May 4 through 10, 2025, as Firefighter Appreciation Week in Landis, and encourage all citizens to join in recognizing and thanking our firefighters for their outstanding service and sacrifice.

I hereby set my hand and have caused the Seal of the Town of Landis,
North Carolina, to be affixed this the 14th day of April 2025.

Attest:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Proclamation

PROCLAMATION HONORING PROFESSIONAL MUNICIPAL CLERKS WEEK May 4-10 2025

- WHEREAS,** The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and
- WHEREAS,** The Office of the Professional Municipal Clerk is the oldest among public servants; and
- WHEREAS,** The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and
- WHEREAS,** Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and
- WHEREAS,** The Professional Municipal Clerk serves as the information center on functions of the local government and community; and
- WHEREAS,** Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and
- WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE BE IT RESOLVED, I, Meredith Bare Smith, Mayor of the Town of Landis, North Carolina, proclaim the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

I hereby set my hand and have caused the Seal of the Town of Landis,
North Carolina, to be affixed this the 14th day of April 2025.

Attest:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Consent Agenda

SUBJECT: Consider Approval of Work Session Meeting Minutes from March 6, 2025, Regular Scheduled Meeting Minutes from March 17, 2025, and Budget Retreat #1 Meeting Minutes from March 19, 2025

DETAILS:



WORK SESSION

Thursday, March 06, 2025 at 5:30 PM

Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

Absent: Mayor Pro-Tem Ashley Stewart

Staff Present: Town Manager Michael Ambrose, Deputy Town Clerk Maddalyn Shuffler, Town Attorney Rick Locklear, Police Chief Matthew Geelen, Fire Chief Jason Smith, Public Works Director Blake Abernathy, Parks And Rec Director Jessica St. Martin, Planning, Zoning, & Subdivision Administrator Phil Collins

1. INTRODUCTION:

1.1 Call Meeting to Order

Mayor Smith called the meeting to order at 5:36 PM.

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Adoption of Agenda

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

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: 3-0

Voting For: Darrell Overcash, Tony Corriher, Ryan Nelms

2. CONSIDERATIONS:

2.1 Consider Discussion of the Board of Elections Filing Fee of \$5.00

Mayor Meredith Smith provided a brief summary of the Board of Elections filing fee. She explained that this fee is required when submitting a notice of candidacy in Rowan County and must be voted on every four years. For the past several years, the filing fee has remained \$5 for both Mayoral and Alderman positions.

ACTION: A MOTION WAS MADE TO KEEP THE FILING FEE FOR MAYOR AT \$5.

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: 3-0

Voting For: Darrell Overcash, Tony Corriher, Ryan Nelms

ACTION: A MOTION WAS MADE TO KEEP THE FILING FEE FOR ALDERMAN AT \$5.

Moved By: Ryan Nelms, seconded by Darrell Overcash

Motion Passed: 3-0

Voting For: Darrell Overcash, Tony Corriher, Ryan Nelms

2.2 Consider Discussion of the Agenda Packet for the March 17, 2025, Regular Scheduled Meeting in Order to Provide Opportunities for Board Members to Study Issues, Gather and Analyze Information, and Clarify Direction for Staff

3/17/25 Agenda Items Discussed: (The Agenda for 3/17/25 was discussed sequentially, only the items that were deliberated will be mentioned below)

4.1 Consider Zoning Map Amendment ZMA-2025-03-17-02 Parcel #130 045 - Mt. Moriah Church Road - SFR-2 to SFR-3

Town Manager Michael Ambrose provided a brief overview of Zoning Map Amendment ZMA-2025-03-17-02. Planning, Zoning, and Subdivision Administrator Phil Collins explained that the amendment pertains to Rowan County Tax Parcel ID 130 045, a 24.22-acre property currently zoned SFR-2, with a request to rezone to SFR-3.

Mayor Smith noted that this property was originally owned by the county, but it has since been annexed by the Town due to its proximity to Lake Corriher, which is Town-owned. She further explained that the SFR-3 zoning designation allows for up to three single-family homes per acre, which could include townhomes or residential neighborhood homes. However, this zoning does not permit apartments.

4.2 Consider the Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)

Planning, Zoning, and Subdivision Administrator Phil Collins provided a brief summary of the Voluntary Annexation Petition. He explained that the parcel, measuring 0.53 acres, is seeking annexation into the Town. He also noted that the Planning Board had unanimously approved the annexation during its most recent meeting.

4.3 Consider Zoning Map Amendment ZMA-2025-03-17-03 - Parcel #107 05601 from CIV to SFR-1

Town Manager Michael Ambrose provided an overview of Zoning Map Amendment ZMA-2025-03-17-03, explaining that the property, currently being sold by the Town, is being proposed for rezoning to SFR-1 to align with the surrounding parcels. Planning, Zoning, and Subdivision Administrator Phil Collins added that the parcel covers 0.34 acres and noted that the Planning Board had unanimously approved the rezoning during its most recent meeting.

4.4 Consider Approval of the Reciprocal Agreement for Water & Sewer Connection with the City of Kannapolis

Town Manager Michael Ambrose provided an overview of the Reciprocal Agreement, explaining that it aims to support the Town's water storage needs and facilitate the acceptance of wastewater flows from Irish Creek by the City of Kannapolis, thereby ensuring sufficient capacity. Public Works Director Blake Abernathy elaborated, noting that the agreement includes the emergency connection at Landis Ridge and two connections in Irish Creek. Director Abernathy further explained that the Town will lease 250,000 gallons of water storage from the City of Kannapolis for 10 years at a cost of \$1 per year. Additionally, the agreement is set to remain in effect for 20 years.

4.5 Consider Approval the Irish Creek Development Agreement with the City of Kannapolis and Annexation

Town Manager Michael Ambrose gave an overview of the Irish Creek Development Agreement with the City of Kannapolis, explaining that a regional pump station is necessary to support the Irish Creek Development in both municipalities. An attorney representing Shay Homes was present to address any questions from the Board. A discussion followed involving Manager Ambrose, the attorney for Shay Homes, and Board Members.

3. CLOSING:

3.1 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN AT 6:35PM

Moved By: Darrell Overcash, seconded by Tony Corriher

Motion Passed: 3-0

Voting For: Darrell Overcash, Tony Corriher, Ryan Nelms

Respectfully Submitted,

Madison T. Stegall, Town Clerk



BOARD OF ALDERMAN

Monday, March 17, 2025 at 6:00 PM

Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

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

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

1. INTRODUCTION:

1.1 Call Meeting to Order

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

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Moment of Silence and Pledge of Allegiance

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

1.4 Adoption of Agenda

ACTION: A MOTION WAS MADE TO ADOPT THE AGENDA WITH THE ADDITION OF ITEM 7.4 INTO OLD BUSINESS - CONSIDER REMOVAL OF OLD WATER TANK AT PUBLIC WORKS.

Moved By: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

2. CONSENT AGENDA:

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

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

Moved By: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

- 2.1 Consider Approval of Work Session Meeting Minutes from February 6, 2025 and Regular Scheduled Meeting Minutes from February 10, 2025**
- 2.2 Consider Approval of Budget Amendment #20 to Receive Funds for the Board Room Carpet Restoration**
- 2.3 Consider Approval of the Update to the Digital Records Policy**
- 2.4 Consider Approval of Awarding the Bid to Purchase for 0 Taylor Street for \$14,300.00 (Parcel #107 05601) Project 25-79**
- 2.5 Consider Approval of Awarding the Bid to Purchase for 0 Taylor Street for \$78,750.00 (Parcel #107 056) Project 25-69, and Corresponding Journal Entry #4183 to Move Funds from the Operating Account to the Passive Park Fund**

3. PRESENTATIONS:

- 3.1 Consider Recognizing the South Rowan High School Cheerleading Team for Winning 2nd place at the UCA National High School Cheerleading Championship**

Mayor Smith honored the South Rowan High School Cheerleading Team with certificates for each member and a proclamation expressing gratitude for their ongoing dedication.

4. PUBLIC HEARINGS:

- 4.1 Consider Zoning Map Amendment ZMA-2025-03-17-02 Parcel #130 045 - Mt. Moriah Church Road - SFR-2 to SFR-3**

Town Manager Michael Ambrose provided a brief overview of Zoning Map Amendment ZMA-2025-03-17-02. Planning, Zoning, and Subdivision Administrator Phil Collins explained that the amendment pertains to Rowan County Tax Parcel ID 130 045, a 24.22-acre property currently zoned SFR-2, with a request to rezone it to SFR-3.

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2025-03-17-02.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

No Comments or Questions were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2025-03-17-02.

Moved by: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO ADOPT ZONING MAP AMENDMENT ZMA-2025-03-17-02.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

4.2 Consider the Voluntary Annexation Petition for Contiguous Property - 0 N. Cannon Boulevard, Landis, NC 28088 (Rowan County Parcel ID 133A059)

Planning, Zoning, and Subdivision Administrator Phil Collins provided a brief summary of the Voluntary Annexation Petition. He explained that the parcel, measuring 0.53 acres, is seeking annexation into the Town. He also noted that the Planning Board had unanimously approved the annexation during its most recent meeting.

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION PETITION FOR CONTIGUOUS PROPERTY – 0 N. CANNON BOULEVARD, LANDIS, NC 28088 (ROWAN COUNTY PARCEL ID 133A059).

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

No Comments or Questions were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR THE VOLUNTARY ANNEXATION PETITION FOR CONTIGUOUS PROPERTY – 0 N. CANNON BOULEVARD, LANDIS, NC 28088 (ROWAN COUNTY PARCEL ID 133A059).

Moved by: Darrell Overcash, seconded by Ashley Stewart

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO ADOPT THE VOLUNTARY ANNEXATION PETITION FOR CONTIGUOUS PROPERTY – 0 N. CANNON BOULEVARD, LANDIS, NC 28088 (ROWAN COUNTY PARCEL ID 133A059).

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

4.3 Consider Zoning Map Amendment ZMA-2025-03-17-3 - Parcel #107 05601 from CIV to SFR-1

Town Manager Michael Ambrose provided an overview of Zoning Map Amendment ZMA-2025-03-17-03, explaining that the property, currently being sold by the Town, is being proposed for rezoning to SFR-1 to align with the surrounding parcels. Planning, Zoning, and Subdivision Administrator Phil Collins added that the parcel covers 0.34 acres and noted that the Planning Board had unanimously approved the rezoning during its most recent meeting.

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2025-03-17-03.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

No Comments or Questions were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR ZONING MAP AMENDMENT ZMA-2025-03-17-03.

Moved by: Darrell Overcash, seconded by Ashley Stewart

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO ADOPT ZONING MAP AMENDMENT ZMA-2025-03-17-03.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

4.4 Consider Approval of the Reciprocal Agreement for Water & Sewer Connection with the City of Kannapolis

Public Works Director Blake Abernathy provided a brief overview of the Reciprocal Agreement for Water and Sewer Connection with the City of Kannapolis, explaining that it supersedes all existing interlocal agreements between the Town and the City. This agreement details the interconnections within Irish Creek and throughout the Town, clarifies the lease agreement with the City of Kannapolis, and defines the lift stations located in Irish Creek. Director Abernathy also noted that the agreement has a 20-year duration.

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR THE RECIPROCAL AGREEMENT WITH THE CITY OF KANNAPOLIS.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

No Comments or Questions were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR RECIPROCAL AGREEMENT WITH THE CITY OF KANNAPOLIS.

Moved by: Darrell Overcash, seconded by Ashley Stewart

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO ADOPT THE RECIPROCAL AGREEMENT WITH THE CITY OF KANNAPOLIS.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

4.5 Consider Approval the Irish Creek Development Agreement with the City of Kannapolis and Annexation

Town Manager Michael Ambrose provided a brief overview of the Irish Creek Development Agreement. He explained that this agreement, involving the Town of Landis, the City of Kannapolis, and Shay Homes—the developer of Irish Creek—allows Shay Homes to proceed with construction. The agreement also outlines the anticipated flows and the regional lift stations required for the area.

ACTION: A MOTION WAS MADE TO ALLOW ALDERMAN OVERCASH TO RECUSE HIMSELF.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

ACTION: A MOTION WAS MADE TO OPEN THE PUBLIC HEARING FOR THE IRISH CREEK DEVELOPMENT AGREEMENT WITH THE CITY OF KANNAPOLIS.

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

Public Hearing Comments:

John Floyd – Council for Shay Homes – Mr. Floyd did not provide any public comments but informed the Board that he was available for any questions or concerns.

No further comments were made.

ACTION: A MOTION WAS MADE TO CLOSE THE PUBLIC HEARING FOR THE IRISH CREEK DEVELOPMENT AGREEMENT WITH THE CITY OF KANNAPOLIS.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

ACTION: A MOTION WAS MADE TO ADOPT THE IRISH CREEK DEVELOPMENT AGREEMENT WITH THE CITY OF KANNAPOLIS.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

ACTION: A MOTION WAS MADE TO ALLOW ALDERMAN OVERCASH BACK INTO OPEN SESSION.

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (3-0)

Voting For: Ashley Stewart, Tony Corriher, Ryan Nelms

5. CITIZEN COMMENTS:

All citizen comments are limited to 3 minutes.

5.1 Citizens' Comments

- **Nadine Cherry – 410 W. Garden St.** – “Just to let you know, I am totally against the Fire Chief/ADA Coordinator wanting to lower the ceiling in his office, as when this building was rebuilt this was done the way it was to make a handicap ramp for people using wheelchairs, etcetera. In particular about relocating the exit signs. This area was not built for an office. Last month there was a Landis Police Officer banging I believe four times on my front door. I was told if he caught me up in a certain area, I would be charged with trespassing. There was two other uniformed officers with him and some young woman who was not in uniform. All of this because I was taking pictures of a broken street light bulb and globe and about speaking to the lady who lives where the light and missing sign are located. An email was sent to Manager Ambrose about 1:23 PM, letting him know about the street light globe being busted and the light not burning. I also told him about the community watch sign being picked up by public works and apparently taken back to public works. I was told by the public works guys that this sign would have to be put back by the sign department. By the way, it is a Landis light and not a Duke Power light. I know because I called Duke Power about it.”

6. CONSIDERATIONS:

6.1 Consider Approval of Reducing the Reserve on the 1998 Freightliner FL80 Fire Engine (Engine 581) From \$30,000 to \$25,000

Fire Chief Jason Smith provided a brief update on the sale of Engine 581. He explained that the engine has gone through eight 14-day auction cycles but has not met the reserve price. The highest bid received was approximately \$20,000.

ACTION: A MOTION WAS MADE TO LOWER THE RESERVE ON THE 1998 FREIGHTLINER FL80 FIRE ENGINE (ENG 581) FROM \$30,000 to 25,000.

Moved by: Darrell Overcash, seconded by Ashley Stewart

Motion Passed: (4-0)

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

6.2 Consider Approval of the Street Department Purchasing a Lawn Mower

Public Works Director Blake Abernathy provided an overview of the Street Department's request to purchase a new lawn mower. Director Abernathy explained that the department is seeking to add a mower to its fleet to enhance mowing operations around town, rather than replacing any existing equipment. Currently, the mowing crew has a 2019 60" Exmark Laser Z-Series with 968 hours (Model LZ58016KA604A1) and a 2014 72" Exmark Laser Z-Series with 882 hours (Model LZ801KA724). While Exmark mowers are highly effective for maintaining ball fields, the public works facility, the pool area, and other large spaces, their size makes them impractical for some right-of-ways and smaller mowing areas, limiting the crew's efficiency. Staff received pricing from three vendors. The quotes received were from Outdoor Power Equipment in the amount of \$14,999.00, Faith Farm & Equipment in the amount of \$12,365.00, and STI Turfcare Equipment in the amount of \$12,115.04. Director Abernathy made a recommendation to the Board to purchase the 60" Laser S-Series ExMark with mulching kit from STI for \$12,115.04.

ACTION: A MOTION WAS MADE TO APPROVE THE STREET DEPARTMENT PURCHASING A NEW 60" LASER S-SERIES EXMARK WITH MULCHING KIT FROM STI FOR \$12,115.04.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

6.3 Consider Approval Of Lowering the Ceiling in the Fire Chief's Office Project (Project 25-46)

Fire Chief Jason Smith provided a brief overview of his request to lower the ceiling in the Fire Chief's office. He explained that the modification is intended to improve HVAC circulation, making the system more efficient and effective. The fire department received two bids for the project. The bids were from Carolina Construction Entities in the amount of \$4,785, and LeFave's Construction in the amount of \$8,300. Chief Smith made a recommendation to the Board to award the bid to Carolina Construction Entities due to cost effectiveness.

Mayor Smith expressed her support for lowering the ceiling, stating that she believes it would be a great improvement. She also praised the effective use of the current space, highlighting how it keeps the Fire Chief in close proximity to both Town Hall and the Fire Department.

ACTION: A MOTION WAS MADE TO APPROVE THE LOWERING OF THE CEILING IN THE FIRE CHIEF'S OFFICE AND AWARD THE BID TO CAROLINA CONSTRUCTION ENTITIES IN THE AMOUNT OF \$4,785.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

6.4 Consider Approval to Utilize \$5,000 dollars from the Passive Park Fund Account to Cover Expenses Associated with the DC & Frances Linn Groundbreaking Ceremony, and Corresponding Budget Amendment #23

Parks and Recreation Director Jessica St. Martin gave a brief overview of the DC & Frances Linn Groundbreaking. She explained that the DCFL Park Committee met in February to discuss specifics for the groundbreaking that is scheduled for May 2, 2025. The DCFL Park Committee decided on a limit of \$5,000 for this groundbreaking which includes catering, stage, chair, and table rentals as well as any decorations needed. The cost estimates shown to the board are based on the highest quotes the committee received, which ensures they are well within the \$5,000 budget.

ACTION: A MOTION WAS MADE TO APPROVE UTILIZING \$5,000 FROM THE PASSIVE PARK FUND TO COVER EXPENSES RELATED TO THE DC & FRANCES LINN GROUND BREAKING.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO APPROVE BUDGET AMENDMENT #23.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

6.5 Consider Approval of the DCFL Park Bench Options and Sponsorship Price

Parks and Recreation Director Jessica St. Martin provided an overview of the park bench options and sponsorship pricing for the DC & Frances Linn Park. She shared that during the DCFL Park Committee's February meeting, members evaluated two bench options: the Belson Waldorf Bench, priced at \$2,756.15 per bench, and the Barco Georgetown Bench, priced at \$1,132.69 per bench. Both options are six feet long, maintenance-free, and include a center armrest with durability guarantees. The committee unanimously selected the Georgetown Bench.

Additionally, DCFL Park Committee members voted unanimously to set the sponsorship price at \$5,000 per bench for individuals or businesses, which includes an engraved plaque featuring either the sponsor's name or a dedication.

Mayor Smith requested clarification on the materials used for each bench. Director St. Martin explained that while both have aluminum frames, the Georgetown Bench incorporates recycled wood. Mayor Smith expressed concern that, over time, the wood might deteriorate and lead to structural instability, whereas the all-metal Belson Bench would likely not face that issue.

Aldermen Overcash and Alderman Corriher inquired about the types of benches used in nearby parks in Kannapolis and Salisbury. Mayor Smith confirmed that those cities use the Belson Benches.

Alderman Stewart noted that selecting the Belson Bench would result in lower fundraising potential compared to the Georgetown Bench. While Mayor Smith acknowledged this, she emphasized that the decision should be based on quality and materials rather than cost alone.

The Board continued discussions regarding the most appropriate bench choice.

ACTION: A MOTION WAS MADE TO APPROVE THE BELSON WALDORF BENCH IN THE AMOUNT OF \$2,756.15 AND THE SPONSORSHIP PRICE OF \$5,000.

Moved by: Tony Corriher, seconded by Darrell Overcash

Motion Passed: (4-0)

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

6.6 Consider Approval of Establishing a Parks & Recreations Facilities Manager Position & Accounting Specialist 2 Position Along with Corresponding Budget Amendment #21

Human Resources Director Madison Stegall provided an overview of two proposed new positions for the Town. The first, a Parks & Recreation Facilities Manager, would be classified under pay grade 16 and would oversee pool operations during the summer season as well as manage the Town's recreational park.

The second proposed position, an Accounting Specialist II, would be responsible for payroll, accounts payable, budget preparation, grants, and audits. Additionally, this role would ensure proper handling of taxes, debt services, and various insurance matters.

Town Manager Michael Ambrose highlighted the necessity of the Accounting Specialist II position, noting that the Town has experienced an increase in power pole accidents. This role would assist in invoicing for damaged poles and coordinating with insurance providers to address these incidents efficiently.

ACTION: A MOTION WAS MADE TO APPROVE ADDING A PARKS & RECREATION FACILITIES MANAGER AS WELL AS AN ACCOUNTING SPECIALIST II POSITION.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO APPROVE BUDGET AMENDMENT #21.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

6.7 Consider Approval To Surplus The Totaled 2023 Ford Police Explorer (Vehicle# 231) In The Amount Of \$43,818.54, and Corresponding Budget Amendment #22

Police Chief Matthew Geelen reported that on January 10, 2025, a 2023 Police Explorer (Vehicle #231) was involved in a collision when another vehicle struck its front during snow and ice conditions. The Town's insurance has since declared the vehicle a total loss.

Initially, Selective Insurance offered a settlement of \$28,989, but after negotiations, Town staff secured a final payout of \$43,818.54, which includes the value of the vehicle along with its installed lights and equipment. The estimated damages to Vehicle #231 were reported at \$19,559.98.

ACTION: A MOTION WAS MADE TO APPROVE THE SURPLUS OF POLICE VEHICLE #231.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO APPROVE BUDGET AMENDMENT #22.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

6.8 Consider Approval of Purchasing a 2025 Ford Explorer from Parks Ford on State Contract Pricing In The Amount Of \$45,491

Town Manager Michael Ambrose stated that the Town intends to replace vehicle #231 by purchasing a 2025 Ford Explorer from Park Ford at state contract pricing for \$45,491. Manager Ambrose clarified that this amount covers only the vehicle itself and does not include upfitting costs. To accommodate these expenses, Budget Amendment #24 was presented to the Board, allocating \$12,000 for upfitting and \$7,000 for installation.

Police Chief Matthew Geelen noted that the total cost reflects a difference of \$1,672.92 compared to the insurance settlement offered for the Ford Explorer that was declared a total loss.

ACTION: A MOTION WAS MADE TO APPROVE PURCHASING A 2025 FORD EXPLORER FROM PARKS FORD ON CONTRACT PRICING IN THE AMOUNT OF \$45,491.

Moved by: Ashley Stewart, seconded by Tony Corriher

Motion Passed: (4-0)

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

ACTION: A MOTION WAS MADE TO APPROVE BUDGET AMENDMENT #24.

Moved by: Ashley Stewart, seconded by Darrell Overcash

Motion Passed: (4-0)

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

6.9 Consider Approval of a \$250 Donation to Carolina Drifters

Mayor Smith praised the Carolina Drifters for their outstanding performance in the 2024 Christmas Parade. She proposed that the Town make a \$250 donation to the group in recognition of their participation.

ACTION: A MOTION WAS MADE TO APPROVE THE \$250 DONATION TO CAROLINA DRIFTERS.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

7. OLD BUSINESS:

7.1 Consider Approval of the Final Proof for the Landis Walking Map (Project 25-63)

Parks and Recreation Director Jessica St. Martin informed the Board of the Final Proof for the Landis Walking Map. She explained the sign has a QR code that can be scanned and will take you to a virtual version of the sign. Once the final proof is approved, the sign will be sent to fabrication and should be delivered in 4-6 weeks.

ACTION: A MOTION WAS MADE TO APPROVE THE FINAL PROOF FOR THE LANDIS WALKING MAP.

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: (4-0)

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

7.2 Consider Approval to Award the Town-Wide Street Sign Replacement Project Bid (Project 25-70)

Town Manager Michael Ambrose explained that Town Staff have worked with the City of Kannapolis on improving the logo spacing on the street signs. The new spacing allows for a larger version of the Towns logo to be present on the signs.

ACTION: A MOTION WAS MADE TO APPROVE THE NEW STREET SIGNS WITH A LARGER LOGO FROM THE CITY OF KANNAPOLIS.

Moved by: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

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

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

Town Manager Michael Ambrose informed the Board that Town staff had received feedback regarding the roof warranty. The Town does have an active warranty on the roof, and it would be nullified if the roof were painted or otherwise altered. McElroy Metal did, however, send us a claim denial letter stating that, following a roof inspection, they suggested a cleaning to get rid of any additional color issues we might be experiencing.

ACTION: A MOTION WAS MADE TO APPROVE TOWN STAFF TO GATHER QUOTES ON CLEANING THE TOWN HALL ROOF.

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

7.3 Consider Approval of Removing the Old Water Tower at Public Works to Make Room for the New Electric Substation

Town Manager Michael Ambrose provided a concise update regarding the necessity of dismantling the old water tower at Public Works. He noted that Southeastern Engineers contracted by the Town for the construction of the new electric substation has completed its preliminary mapping. This assessment revealed that the location of the existing water tower would obstruct the necessary space for the substation. The proposed solution is for the Town to permit the engineering firm to take down the water tower at their expense, thereby clearing the way for the new electric substation.

ACTION: A MOTION WAS MADE TO APPROVE SOUTHEASTERN ENGINEERS TO REMOVE THE OLD WATER TOWER AT PUBLIC WORKS TO MAKE ROOM FOR THE NEW ELECTRIC SUBSTATION.

Moved by: Darrell Overcash, seconded by Tony Corriher

Motion Passed: (4-0)

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

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)

- March 6th – Board of Aldermen Work Session Meeting at 5:30PM
- March 17th – Board of Aldermen Meeting at 6:00 PM
- March 18th – Planning Board Meeting at 6:00 PM
- March 19th – Board of Aldermen Budget Retreat from 9AM to 12PM
- April 4th – First Downtown Cruise in of the Season 5-9 PM
- April 10th - Board of Aldermen Work Session Meeting at 5:30PM
- April 12th – Easter Eggstravaganza from 10AM-12PM
- April 14th – Board of Aldermen Meeting at 6:00 PM
- April 15th – Planning Board Meeting at 6:00 PM
- April 16th – Board of Aldermen Budget Retreat from 9AM to 12PM
- April 18th – Town Offices Closed in Observance of Good Friday

10. CLOSING:

10.1 Board Comments

10.2 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN AT 7:00 PM

Moved by: Tony Corriher, seconded by Ashley Stewart

Motion Passed: (4-0)

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

Respectfully Submitted,

Madison T. Stegall, Town Clerk



BOARD OF ALDERMEN BUDGET RETREAT #1

Wednesday, March 19, 2025 at 9:00 AM

Landis Board Room

MINUTES

PLEASE SILENCE ALL CELL PHONES

Present: Mayor Meredith Smith, Mayor Pro-Tem Ashley Stewart, Alderman Ryan Nelms

Absent: Alderman Tony Corriher, Alderman Darrell Overcash

Staff Present: Town Manager Michael Ambrose, Human Resources Director/Town Clerk Madison Stegall, Deputy Town Clerk Maddalyn Shuffler, Planning and Zoning Technician Angie Sands, Fire Chief Jason Smith, Police Chief Matthew Geelen

1. INTRODUCTION:

1.1 Call Meeting to Order

Mayor Meredith Smith Called the meeting to order at 9:00AM.

1.2 Welcome

Mayor Smith welcomed those in attendance.

1.3 Adoption of Agenda

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

Moved by: Ashley Stewart, seconded by Ryan Nelms

Motion Passed: 2-0

Voting For: Ashley Stewart, Ryan Nelms

2. PRESENTATIONS:

2.1 Admin/Planning & Zoning Departments - Human Resources Director/Town Clerk Madison Stegall

Human Resources Director/Town Clerk Madison Stegall provided a brief overview of the Administration Department. She highlighted several key accomplishments from Fiscal Year 2025, including the completion of the Town Hall remodel, downtown revitalization, and the Board room tunnel. Additionally, she noted the Town's increased grant submissions over the year, as well as efforts to restructure departments and streamline daily processes to enhance efficiency. Director Stegall also outlined the Town's proposal for the FY26 Merit and COLA adjustments. The proposed Cost of Living Adjustment (COLA) for FY26 is 4%, consistent with FY25 and FY24. The Merit increase is proposed

to be up to 2%, the same as FY25. Currently, staff receive merit increases in January and COLAs in July, ensuring full-time employees benefit from a pay increase every six months.

Human Resources Director/Town Clerk Madison Stegall provided an overview of the Planning and Zoning Department, highlighting key accomplishments from Fiscal Year 2025. Notably, the Town has fully transitioned the Planning Department in-house, with the addition of a Part-Time Planning Director and Full-Time Planning Technician, making all planning positions Town employees. Currently, the department is overseeing 10 large-scale developments, either in progress or completed. Director Stegall also reported an increase in permits issued, with 18 permits granted between January and March of 2024, compared to 21 permits issued during the same period in 2025. Town Manager Michael Ambrose stated that while inspections were previously conducted only at key milestones last year, they are now carried out by staff on a weekly basis.

Human Resources Director/Town Clerk Madison Stegall gave an overview of the Town's Code Enforcement, explaining that it is now managed by the Landis Police Department in collaboration with Alliance Code Enforcement LLC. She noted that Code Enforcement has successfully closed 59 cases this fiscal year.

Police Chief Matthew Geelen stated that since the Town began collaborating with Alliance Code Enforcement, they have been able to close numerous longstanding cases while also opening several new cases that have been brought to their attention.

Mayor Smith emphasized that since 2020, the Town has made significant efforts to improve Code Enforcement and enhance the community's appearance. She also noted that residents have praised the Town's Code Enforcement for their excellent work in keeping Landis clean.

2.2 Consider Discussion of Personnel Policy Updates to Articles 1-3

Human Resources Director/Town Clerk Madison Stegall provided a brief overview of the personnel policies and procedures update. She explained that a resolution will be made to align with the updates once everyone has reviewed and approved the new personnel policy. Director Stegall discussed the policy updates with the Board members.

Mayor and Board had some discussion between them regarding bringing the policy back to the Board when all members would be present.

Human Resources Director/Town Clerk Madison Stegall provided an overview of the key highlights and updates to the policy to ensure Board Members were informed. She explained that several sections had been revised and newly introduced. These included Article I, Section 3 on the Merit Principle, Section 4 outlining Employee Responsibilities, and the addition of Definitions to clarify the role of immediate family members concerning bereavement leave.

In Article II, Section 4, updates were made to the administration of the position classification plan. Additionally, Article III, Section 16 now specifies that employees designated to an interim position for 30 days or more will receive a 10% pay increase. Director Stegall also noted that Sections 17, 19, and 20 are new additions to the policy.

Town Manager Michael Ambrose noted that in Article III, Section 17, certification and educational increases would be contingent upon budget allowances.

Alderman Nelms suggested adding a clause to the entire policy, making it subject to change based on budget constraints and Board approval.

Director Stegall highlighted that Article III, Section 20, introducing Specialty Pay, is a new addition to the policy and would require approval from the Town Manager.

Mayor Smith requested clarification on the difference between Interim Pay and Specialty Pay. Director Stegall explained that Specialty Pay applies to employees taking on dual roles, whereas Interim Pay is designated for employees temporarily filling another position for 30 days or more.

The Mayor and Board engaged in a discussion regarding the policy. It was decided that the term "dual role" would be reevaluated for clarity within the policy. The Board also agreed to revisit the policy at a future meeting when all members are present to vote on it prior to moving forward with more articles.

2.3 Police Department - Police Chief Matthew Geelen

Chief Geelen provided a brief overview of the Police Department's accomplishments for Fiscal Year 2025. These achievements included the purchase of new first aid kits for all personnel, the successful repair of the police department roof, and securing a grant to acquire five new ballistic vests. Additionally, an internship program was established, and the department continued its commitment to community engagement through events such as Coffee with a Cop and Cone with a Cop. Chief Geelen also outlined the department's needs for the next four fiscal years. For Fiscal Year 2026, Chief Geelen requested funding for the purchase of (2) new patrol vehicles with upfitting, (3) new ballistic vests, repainting the hallway and lobby at the police department, (1) pair of alcohol simulated impairment goggles for community outreach events, and uniform-worn lights for all officers.

For Fiscal Year 2027, Chief Geelen requested (2) new patrol vehicles, (3) new ballistic vests, (2) updated portable breath testing devices, and new LVP flooring at the police department.

In Fiscal Year 2028, the request included (2) new patrol vehicles, (2) updated portable breath testing devices, (3) new ballistic vests, and a radar trailer.

Lastly, for Fiscal Year 2029, Chief Geelen requested (2) new patrol vehicles, (3) new ballistic vests, replacement of the HVAC unit at the police department, and a remodel of the kitchen at the police department.

2.4 Fire Department - Fire Chief Jason Smith

Chief Smith provided a brief overview of the Fire Department's accomplishments for Fiscal Year 2025. These achievements included the arrival of Engine 441, the purchase of a new fire safety house, and the construction and renovation of the pantry and shower at Station 44. Additionally, new saws, rescue tools, and hoses were purchased using grant funds, and a pickup truck was donated by Colonial Pipeline for medical call responses. Chief Smith also outlined the department's needs for the next four fiscal years. For Fiscal Year 2026, Chief Smith requested funding for the purchase of (2) new Class A uniforms for personnel (2) new sets of turnout gear, a set of water intakes and deluge set for Engine 441, and a remodel of Station 44.

Mayor Smith inquired whether it would be possible to request three sets of Class A uniforms and three sets of turnout gear instead of two, considering that the Town typically has three fire personnel assigned to each truck.

Town Manager Michael Ambrose clarified that this adjustment could be made, but the topic would be further discussed during item 2.5 of the meeting.

Additionally, there was a discussion among the Mayor and Board Members regarding potential ideas for the remodel of Station 44 and the idea of adding a fourth person to each shift at the Fire Department.

For Fiscal Year 2027, Chief Smith requested (2) new Class A uniforms for personnel (2) new sets of turnout gear, (4) sets of ballistic protective gear, and new Hurst eDraulic Extrication tools for Engine 441.

Mayor Smith asked if it would be possible to move the purchase of the ballistic protective gear to Fiscal Year 2026, as it is an immediate need.

Chief Smith explained that all fire personnel have been trained by the County in mass casualty response. He further added that Rowan County has an act of violence directive in place and is set to provide ballistic protective gear in the event of a mass casualty situation.

Mayor Smith then discussed the possibility of using the police department's spare vests in the meantime until additional vests could be purchased.

In Fiscal Year 2028, the request included (2) new Class A uniforms for personnel (2) new sets of turnout gear, new rescue struts and a multi-purpose training prop. Lastly, for Fiscal Year 2029, Chief Smith requested (2) new Class A uniforms for personnel (2) new sets of turnout gear, thermal imagers for each truck, and gas monitors for each truck.

Mayor Smith asked for a 10-minute recess.

ACTION: A MOTION WAS MADE FOR A RECESS AT 10:13 AM.

Motion Moved by Ashley Stewart, seconded by Ryan Nelms

Motion Passed: 2-0

Voting For: Ashley Stewart, Ryan Nelms

ACTION: A MOTION WAS MADE TO COME OUT OF RECESS AT 10:23 AM.

Motion Moved by: Ashley Stewart, seconded by: Ryan Nelms

Motion Passed: 2-0

Voting For: Ashley Stewart, Ryan Nelms

2.5 Consider Discussion of the East Landis Fire Tax Fee

Town Manager Michael Ambrose provided a brief overview of the East Landis Fire District, explaining that the Town has consistently maintained a tax rate of 0.0425 cents per one-hundred dollar valuation for fire department fees. He reported that the expected revenue from this tax for the current year would be \$43,663.15 as of the meeting date. Manager Ambrose explained that if there is no increase in tax revenue, the Town would only be able to cover roughly half of Engine 441's annual payment.

He outlined the potential impact of various tax rate increases: a 0.01 cent increase would bring in about \$9,000 more per year, a 0.02 cent increase would add roughly \$18,000 per year, a 0.03 cent increase would result in about \$27,000 more per year, and a 0.04 cent increase would generate approximately \$36,000 more per year. Manager Ambrose clarified that once the Board officially votes on any proposed increase, the decision would be submitted to Rowan County for approval as well.

Mayor Smith asked if the Board approved a 0.04 cent increase, whether the department would be able to hire a part-time firefighter position.

Manager Ambrose explained that this would indeed be possible if the Board approves the 0.04 cent increase. He further added that East Landis currently has the lowest fire tax rate in the County, with the next closest town, Union, charging 0.0625 cents per one-hundred dollar valuation.

The Mayor and Board engaged in a discussion about how the current system of volunteers operates within the Fire Department.

ACTION: A MOTION WAS MADE TO RECOMMEND A .04 CENT INCREASE IN THE EAST LANDIS FIRE TAX AND BEGIN THE PUBLIC HEARING PROCESS.

Motion Moved by: Ashley Stewart, seconded by: Ryan Nelms

Motion Passed: 2-0

Voting For: Ashley Stewart, Ryan Nelms

2.6 Consider Discussion of Priority Projects

Town Manager Michael Ambrose provided a brief overview of the Town's priority projects, excluding those related to utilities. He emphasized that having a defined list of top projects will assist in securing grant funding by providing town staff with clear guidance on project priorities.

The Mayor and Board discussed how to organize the project lists and concluded that separating projects by department would make it easier to identify each department's top priorities and effectively consolidate them into a single comprehensive list.

Town Manager Ambrose sought input from the Mayor and Board regarding the future of Town buildings and potential construction projects.

Mayor Smith expressed her desire for a new town hall in the future. She also suggested the construction of a new fire station on the opposite side of the railroad tracks in town.

The Mayor, Board, and Town Manager engaged in discussion.

3. CLOSING:

3.1 Motion to Adjourn

ACTION: A MOTION WAS MADE TO ADJOURN AT 11:15 AM

Motion Moved by: Ashley Stewart, seconded by: Ryan Nelms

Motion Passed: 2-0

Voting For: Ashley Stewart, Ryan Nelms

Respectfully Submitted,

Madison T. Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of the Audit Contract for FY25 with Martin Starnes and Associates CPAs, P.A.**

DETAILS:

Consider Approval of the Audit Contract for FY25 with Martin Starnes and Associates CPAs, P.A.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

Section 2, Item 2.2

"A Professional Association of Certified Public Accountants and Management Consultants"

March 6, 2025

Michael Ambrose, Town Manager
Town of Landis
PO Box 8165
Landis, NC 28088

Martin Starnes & Associates, CPAs, P.A. ("we") are pleased to provide the Town of Landis (the "Town," "you" or "your") with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, "Agreement"). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

Engagement Objective and Scope

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Landis, NC, as of June 30, 2025, and for the year then ended, and the related notes, which collectively comprise the Town of Landis' basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Landis' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Landis' ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the Town of Landis.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Reporting

We will issue a written report upon completion of our audit of the Town of Landis' basic financial statements. Our report will be addressed to the governing body of the Town of Landis. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the Town. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the Town's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the Town of Landis' significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgement, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town of Landis' compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
5. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
6. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
7. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
8. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work (if applicable);
9. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
10. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on the financials; and
11. For the accuracy and completeness of all information provided.
12. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
13. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and

14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Limitations of the Audit Report

Should the Town wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Town will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Nonattest Services

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of LGC's data input worksheet
- Clerical services

We will not assume management responsibilities on behalf of the Town of Landis. However, we will provide advice and recommendations to assist management of the Town of Landis in performing its responsibilities.

The Town of Landis' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Electronic Transmittals

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Timing of Engagement

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

Provisions of Engagement Administration and Fees

Tonya Thompson is the engagement partner for the audit services specified in this letter. The engagement partner’s responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.’s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

Audit Fee	\$ 49,570
Financial Statement Drafting	<u>9,000</u>
	<u>\$ 58,570</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The Town agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Landis’ personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Town at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the Town for the first time.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff or accommodate the Town's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$410 per hour.

Non-Solicitation of Employees and Independent Contractors

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or

independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external party" or "external parties"), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for

exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Records Management

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an

individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Statute of Limitations

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

Limitation of Liability

You agree that Martin Starnes & Associates, CPAs, P.A.'s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Arbitration Procedures

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitrators. Each of the Town and firm shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Landis by:

Signature: _____

Title: _____

Date: _____

The	Governing Board
of	Board of Aldermen
	Primary Government Unit
	Town of Landis, NC
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Martin Starnes & Associates, CPAs, P.A.
	Auditor Address
	730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/25	12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Michael Ambrose

Town Manager, Town of Landis

mambrose@townoflandisnc.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

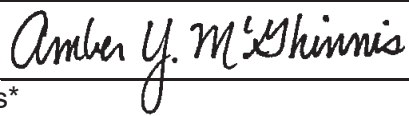
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Landis, NC
Audit Fee (financial and compliance if applicable)	\$ 49,570
Fee per Major Program (if not included above)	\$ NA - will amend contract if single audit is required
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 9,000
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 58,570

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 03/06/25	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Landis, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Meredith Smith, Mayor	Signature*
Date	Email Address* msmith@townoflandisnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 58,570
Primary Governmental Unit Finance Officer* (typed or printed) Michael Ambrose, Town Manager/Finance Officer	Signature*
Date of Pre-Audit Certificate*	Email Address* mambrose@townoflandisnc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)* N/A	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose

ITEM TYPE: Consideration

AGENDA SECTION: Consent Agenda

SUBJECT: **Consider Approval of an Equivalent Residential Unit Study for Commercial Properties Through Gradient PLLC (Project# 25-105)**

DETAILS:

Currently, the Town operates on a fixed stormwater fee for all customers, based on the type of structure. The current stormwater fee is currently five dollars for residential customers, and ten dollars for commercial and industrial customers. This funding only allows for approximately \$122,000 dollars in revenue per year, based on current customer count. This funding doesn't allow Town Staff to adequately address the concerns of sinkholes, and failing pipes in our community.

The other way to fund stormwater projects is to allow for an Equivalent Residential Unit (ERU) Study which will identify what the town's ERU is, and allow the Board to set an ERU rate for each types of customers. An ERU is defined as a standardized unit of measure used to equate non-residential or multi-family properties to a specific number of single-family residences.

For example, if the Town's ERU rate is five dollars, and an ERU for the town is identified as 3000 square feet, and a commercial customer's property is estimated at 6000 square feet the customer will be charged ten dollars a month.

After knowing the official ERU, then the town can begin to charge commercial and industrial customers based on the total impervious areas of their property, which largely contribute to the town's stormwater system's increase in flows today.

Town Staff have solicited informal bids, from several vendors, however the only vendor willing to quote our size stormwater utility is Gradient PLLC in the amount of \$28,750 dollars.



April 8, 2025

Michael Ambrose
Town Manager
Town of Landis
312 S. Main St
Landis, NC 28088

Subject: Proposal for Professional GIS Services to Delineate Impervious Areas and Estimate Equivalent Residential Unit (ERU) for the Town of Landis, NC

Dear Mr. Ambrose,

Gradient, PLLC ("Gradient") is pleased to submit a proposal in response to services requested by the Town of Landis. The background, scope, assumptions, and fees based on our discussion are provided below for your review and approval.

Background:

The Town of Landis currently operates on a flat fee structure for the stormwater utility (\$5 for residential and \$10 for commercial), which is anticipated to be raised. The Town uses a current equivalent residential unit (ERU) of 3,250 sf based on Kannapolis, an adjacent municipality. Town has requested Gradient to provide an estimate for delineating the impervious area for residential parcels, generating Town-specific ERU (as an average of residential impervious areas), delineating impervious area of commercial properties to more accurately assess the stormwater fees, and develop ERUs for commercial properties.

Scope of Services:

Task 1: Impervious Area Digitization/Delineation and ERU Estimate for Residential Properties

- Gradient will first schedule and attend a virtual kickoff meeting with the Town staff.
- Next, Gradient will coordinate with Town Manager's office to obtain impervious area GIS data, orthophotos, and other relevant information from Rowan County. Once the data is received, Gradient will delineate and digitize impervious area for approximately 200 residential parcels located within the Town jurisdiction limits. The impervious delineation will be limited to building footprints, features like driveways and accessory structures such as decks, and sheds will not be delineated.
- Once the new impervious area is established, Gradient will estimate the ERU (as average impervious areas of residential properties). The ERU will be based on building footprints only.
- After this milestone of establishing ERU, Gradient will meet with Town staff to discuss progress and share ERU results.

Task 2: Impervious Area Digitization/Delineation and ERU Estimate for Commercial Properties

- Next, Gradient will delineate and digitize impervious area for approximately 140 commercial parcels located within the Town jurisdiction limits. The impervious delineation for commercial properties will include the building footprint, parking lots, driveways, and accessory structures (deck, sheds etc).
- Once the new commercial impervious area is established, Gradient will export the data to estimate the ERUs based on the newly developed ERUs.

Task 3: Project Management and Administration

This task will include contract execution, project setup, preparation of kickoff meeting, and invoicing.

Deliverables:

- Attend kickoff meeting and one virtual progress meeting.
- Geodatabase with impervious layer for residential and commercial properties in Town limits.
- Brief memorandum summarizing the project findings including ERU calculation.
- Excel file with residential and commercial parcel ERUs based on new impervious area delineation and ERU calculations.
- Monthly invoicing and project administration.

Assumptions:

- Town will assist with obtaining the GIS data from Rowan County.
- For residential impervious area the delineations will be limited to building footprints. For commercial impervious areas, the delineation will include building footprints, driveways, parking lots, and accessory structures.
- While some margin of error is allowable, but anything more than 150 parcels for commercial properties and more than 225 residential parcels will be additional fees.
- No revisions are budgeted under this scope and fees.
- No fees for obtaining County GIS data or from another source is included.

Compensation:

Compensation for engineering services shall be on a lump-sum basis for a total amount of **\$28,750**. Fees will be billed on a monthly basis using a milestone or percent complete method. The estimated fees for each task are provided in the table below.

Task	Task Description	Cost
1	Impervious Area Delineation (residential) and ERU Calculation	\$15,490
2	Impervious Area Delineation (commercial) and ERU Calculation	\$10,920
3	Project Management and Administration	\$2,340
Total:		\$28,750

Additional Services and deliverables that are mutually agreed upon and not included in this scope of work will be provided on a negotiated fee basis.

Schedule:

Approximately three (3) months from the notice to proceed:

- Impervious area delineation and digitization- eight (8) weeks from when the GIS layers are received from the County
- ERUs calculation and geodatabase delivery is anticipated one (1) month after completion of impervious area delineation and digitization and virtual meeting with the Town.

This proposal is valid for 15 days from the date of the proposal. If the proposal is not accepted within 15 days, we reserve the right to revise or withdraw the proposal entirely at our discretion. Please confirm your acceptance of this proposal by signing one copy and returning it to our office. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed and contract to perform the work described herein. This Agreement is subject to the Gradient Standard Terms and Conditions which are incorporated herein by reference.

Sincerely,

GRADIENT, PLLC



Sujit A. Ekka, PE, PhD

Cc: C. Heath Wadsworth, PE, Vice President

AUTHORIZATION TO PROCEED

Proposal for Professional GIS Services to Delineate Impervious Area and Estimate ERU for the Town of Landis, NC

I/We agree and accept Gradient's proposal to provide the above described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that Gradient will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Signature

Date

Billing and Payment. Invoices will be submitted by Gradient, PLLC (the "Consultant") to the Client periodically for services performed and expenses incurred in accordance with this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Consultant for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Consultant for Client, the Consultant may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Consultant shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith and, in addition, the reasonable value of the Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Consultant in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Consultant, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Consultant's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Consultant.

Confidentiality. The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Consultant pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Consultant, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Consultant pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Consultant shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the

project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

Opinions of Cost.

(a) Because the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional Consultant, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Consultant shall have no liability whatsoever if the actual cost differs from the Consultants estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Consulting services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Consultant as a result of such termination. In the event the Consultant's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Consultant for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Consultant, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Consultant pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Consultant for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client releases and shall indemnify and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

Liability. The Consultant is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Consultant agrees to compensate the Client for loss, damage, injury or liability arising directly and exclusively from the negligent acts or omissions of the Consultant, its employees, agent, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance

coverage, the Consultant will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

Limitation of Liability. In performing its professional services hereunder, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE CONSULTANT HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE CONSULTANT EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Consultant on account of any and all design defects, errors, omissions, and professional negligence shall be limited to \$50,000 or the amount of Consultant's fee for this project, whichever is greater. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability to \$50,000 or the amount of Consultant's fee for this project is a specifically bargained-for provision of this agreement, reflected in Consultant's fee. The Consultant shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Consultant. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated against the Consultant by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Consultant, the Client shall reimburse the Consultant for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to the defense of such litigation by the Consultant's employees.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Cumberland, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Consultant and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

Photographs. Photographs of any completed project embodying the services of the Consultant provided hereunder may be made by the Consultant and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Consultant shall maintain copies of printed project documentation for a period of three years from substantial completion of Consultant's services. Consultant shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Consultant's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Consultant's prevailing hourly rates at the time of the request, plus expenses.

Betterment. If, due to the Consultant's error, any required item or component of the project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Consultant from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Consultant makes no warranties, express or implied, under this agreement or otherwise, in connection with the Consultant's delivery of electronic files.

Certifications, Guarantees and Warranties. The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a North Carolina corporation, and not against any of the Consultant's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Consultant to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Consultant's services and the Consultant assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor and approved by the Consultant. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Consultant to specify any product or material, after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant. The Client further agrees that if any product or material specified for this project by the Consultant shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Consultant from any and all liabilities and waives all claims against the Consultant relating thereto.

Standard Of Care. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same

profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Consultant shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Consultant shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Consultant may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client releases the Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Consultant to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Consultant agrees to perform additional services hereunder, the Client and the Consultant shall negotiate and agree upon an additional fee to be paid to the Consultant for completion of the agreed upon Additional Services. The Consultant will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Consultant.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Consultant's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Consultant in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Consultant for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Indemnity. The Client shall and hereby agrees to indemnify and hold harmless the Consultant from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Consultant to the Client; provided however,

that the foregoing shall not apply to any claim resulting primarily from the negligence of the Consultant.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Consultant on the due date or fails to make any other payment due to the Consultant under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Consultant hereunder do not include construction observation and/or construction administration services, or if such services are included in Consultants contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Consultant assumes no responsibility for interpretations of the Consultant's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Consultant for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Consultant's Work by others.

Unless, in the Consultant's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Consultant, Consultant will not be responsible to provide any Consulting or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Consultant shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Consultant shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Consultant responsible for errors or omissions in Consultant's work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Consultant Retaining Consultants. In the event Consultant is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Consultant harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event Client suffers any

financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Consultant, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Consultant arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Consultant agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreements with the Consultant to the Owner.

Credit and Financial Obligations. Prior to commencement of the work, Consultant may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Consultant may also require such information at any time during the performance of Consultant's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Consultant identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Consultant and Consultant shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Consultant will be billed with a 10% markup. Company vehicle mileage and internal reproduction costs will be billed at the Consultant's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Consultant will be billed at the prevailing IRS mileage rate in effect at the time of travel.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Public Hearing

AGENDA SECTION: Public Hearings

SUBJECT: **Consider Approval to Recommend that the Rowan County Board of Commissioners Increase the East Landis Water District Fire Protection Tax Rate to \$.0825 Cents Per \$100 Valuation and Consider Approval of Corresponding Resolution #2025-04-14-2**

DETAILS:

According to the Rowan County Tax Assessor's Office, the East Landis Water District Fire Protection Tax began in 1997 with a \$.05 cent per \$100 valuation. In 2003, this fire tax was lowered to .042 cents per \$100 valuation, and in 2015 the tax was increased to .0425 per \$100 valuation. Due to the growing expenses of the operational costs of the fire department, safety equipment needs (like SCBA's, Turn Out Gear, Helmets, and other safety equipment), and service equipment needs, this was discussed in the March Budget Retreat Meeting.

For one personnel at the rank of firefighter the total cost associated with payroll is \$66,095 dollars, and the total cost associated to outfit one fire personnel in uniform, and safety equipment is approximately \$5,110 dollars without the cost of the SCBA's. The SCBA's costs are approximately \$10,000 dollars, however they are good for a period of time.

Town Staff have determined the call volume in the East Landis Water District Fire Service Area to be approximately 7% of the total call volume. The total actual operational costs for the Fire Department this fiscal year from July 1, 2024 – March 31, 2025, has been \$1,193,047.65, therefore, 7% of the total operational costs through March 31, 2025, are \$83,513.34.

The recommendation set forth in the March Budget Retreat Meeting was to set the tax rate at .0825 cents per \$100 valuation which will bring the revenues from \$43,663.15 to an estimated \$79,818.72 per year, per the Rowan County Tax Assessor's Office.

**ROWAN COUNTY FIRE DISTRICTS
ESTIMATED FY 2025 TAX VALUATIONS
PER COUNTY TAX ADMINISTRATOR
AS OF February 17, 2025**

	District No	FY25 Tax Rate
East Landis	138	0.0425
Union	116	0.0550
East Gold Hill - 15%		0.0700
Pooletown - 85%		0.0700
Mt. Mitchell	117	0.0726
Woodleaf	129	0.0750
Enochville	111	0.0800
Liberty	127	0.0800
Rowan Iredell	134	0.0820
Ellis Cross Country	118	0.0850
South Salisbury	112	0.0900
Poole Town	114	0.0900
Franklin	119	0.0900
Bostian Heights	125	0.0900
East Gold Hill	128	0.0900
Scotch Irish	130	0.0900
China Grove - 100%	136	0.0900
West Rowan	139	0.0900
Cleveland	123	0.0936
Atwell Township	124	0.0975
Locke Township	126	0.0975
Rockwell Rural	113	0.0995
Miller Ferry	115	0.1100



TOWN OF LANDIS RESOLUTION TO RECOMMEND THAT THE ROWAN COUNTY BOARD OF COMMISSIONERS INCREASE THE EAST LANDIS WATER DISTRICT FIRE PROTECTION TAX RATE TO \$.0825 CENTS PER \$100 VALUATION

WHEREAS, the Town of Landis Board of Aldermen held a public hearing during their regular scheduled meeting on April 14, 2025 beginning at 6:00pm to receive citizen input regarding a proposed \$0.04-cent tax increase for East Landis Water District Fire Protection, from 0.0425 to 0.0825, per one-hundred-dollar valuation, and

WHEREAS, according to the Rowan County Tax Assessor's Office, the East Landis Water District Fire Protection Tax began in 1997 with a \$.05 cent per \$100 valuation. In 2003, this fire tax was lowered to .042 cents per \$100 valuation, and in 2015 the tax was increased to .0425 per \$100 valuation., and

WHEREAS, the operational costs of the Fire Department have increased significantly over the last 28 years, and

WHEREAS, Town Staff have determined the call volume in the East Landis Water District Fire Service Area to be approximately 7% of the total call volume. The total actual operational costs for the Fire Department this fiscal year from July 1, 2024 through March 31, 2025, has been \$1,193,047.65, therefore, 7% of the total operational costs through March 31, 2025, are \$83,513.34.

NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS recommend that the Rowan County Board of Commissioners increase the East Landis Water District Fire Protection tax rate to \$.0825 Cents Per \$100 Valuation.

ADOPTED THIS THE 14TH DAY OF APRIL 2025.

ATTEST:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael Ambrose, Town Manager

ITEM TYPE: Resolution

AGENDA SECTION: Ordinances/Resolutions

SUBJECT: **Consider Approval of Resolution #2025-04-14 to Request State Loan and/or Grant Assistance for Two New Water Tanks (Project 25-106)**

DETAILS:

Town Staff are requesting approval to apply for the Spring 2025 round of NCDEQ grant and/or state low interest loan funding for two new water tanks, one in East Landis, and one for the south end. These water tanks are recommended by our Water Resources Engineers at Municipal Engineering, to increase water flows on the East Landis side of town for fire protection, and increase water quality, and fire flows, for the new Irish Creek Phase 2 development on the south end of town.

This opportunity was located after the March 2025 budget retreat, and it is the recommendation of staff to seek the opportunity to apply to ensure the Town is ready for any future industrial needs in East Landis, and to keep up with the demand of the south end. If our application is not approved we can try again for the fall round, and we should receive feedback on why it was not selected for funding.

If approved by the Board and NCDEQ, the tanks proposed preliminary locations will be in the Landis Ridge Industrial Site for East Landis, and the Town property on W Fifth Street, where the current lift station resides. The lift station on W Fifth Street is slated to be removed with the new "Phase Two" Irish Creek Development.

In order to apply for this funding, Town Staff must have this resolution (resolution 2025-04-14) passed with an understanding that this application is for loan or grant funding, and that if the Town is selected for grant funding it may, or may not, be a 100% financing opportunity. This application is due into the State of North Carolina by April 30, 2025.



TOWN OF LANDIS RESOLUTION TO REQUEST STATE LOAN AND/OR GRANT ASSISTANCE FOR TWO NEW WATER TANKS

WHEREAS, The Town of Landis has need for and intends to construct, plan for, or conduct a study in a projects described as **Two New Water Tanks**, and

WHEREAS, The Town of Landis intends to request State loan and/or grant assistance for the project,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS:

That Town of Landis the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Landis to make a scheduled repayment of the loan, to withhold from the Town of Landis any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Michael Ambrose, Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th of April 2024 at Landis, North Carolina.

Meredith Bare Smith, Mayor

ATTEST:

[SEAL]

Madison Stegall, Town Clerk



**TOWN OF LANDIS RESOLUTION OPPOSING CHANGES TO LOCAL PLANNING AND
ZONING IN HOUSE BILL 765 AND RELATED BILLS BY THE NORTH CAROLINA
GENERAL ASSEMBLY**

WHEREAS, House Bill 765 has been introduced in the 2025 session of the North Carolina General Assembly that changes many aspects of local planning and zoning and dramatically affects the ability of local governments to reflect the will of their citizenry; and

WHEREAS, local governments have historically been the final guardian of the rights of the people, and local government zoning has made in-person attendance and comment easier for proponents and opponents of zoning decisions, thereby allowing citizens to participate in matters that affect them through the Public Hearing Process; and

WHEREAS, House Bill 765 now pending in the General Assembly will effectively mandate many planning and zoning decisions that are now made by local governments through the public participation process and will drastically change the process and destroy the local community's authority to uphold public health, safety and welfare; and

WHEREAS, Chapter 160D of the North Carolina General Statutes mandates comprehensive planning and zoning, and this Chapter of the Statutes would be severely eroded by passage of House Bill 765 by diminishing the input and trust of the citizens, including those who voluntarily serve on the Town's advisory boards; and

WHEREAS, House Bill 765 creates an unnecessary paperwork burden which will increase the cost of providing Planning and Zoning services with no real benefit to the citizens who pay the taxes to support government services; and

WHEREAS, local governments with the input of their citizens can best recognize and enforce the need for planning and zoning ordinances; and

WHEREAS, the Town of Landis strongly feels that local governments are best suited to represent their citizens on local matters; and

WHEREAS, local governments should decide planning and zoning issues with the advice and help of their citizens who want to participate in such important decisions;

NOW, THEREFORE BE IT RESOLVED, that the Town of Landis Board of Aldermen urges the North Carolina General Assembly to leave planning and zoning decisions to the locally elected Boards and their citizens, and that the North Carolina General Assembly immediately terminate House Bill 765 and other related or similar bills which severely undermine the rights of the local citizens and their elected local government officials to make the zoning rules for their communities as they see fit.

ADOPTED THIS THE 14TH DAY OF APRIL 2025.

ATTEST:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: Consider Motion to Enter Closed Session Pursuant to
N.C.G.S.143-318.11(a)(3)(7) For Attorney Client Privilege
Regarding Criminal Investigations (20CRS000581 and
20CRSS000587)

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Madison Stegall, Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Request by the South Rowan Public Schools Bible Teaching Association to Assist with the “ Run for the Word 5K” to be held on September 13, 2025**

DETAILS:

Mr. David Roberts, resident of 506 North Central Avenue, and a representative of the South Rowan Public Schools Bible Teaching Association, is requesting support from the Town's Public Works, Fire and Police Departments for the planning and execution of the “ Run for the Word 5K”to be held Saturday, September 13th, 2025.

SOUTH ROWAN PUBLIC SCHOOLS BIBLE TEACHING ASSOCIATION
Post Office Box 384
Landis, North Carolina 28088

Mayor, Aldermen, and Manager
Town of Landis
P.O. Box 8165
312 South Main Street
Landis, NC 28088-8165

March 10, 2025

Dear Town of Landis Leaders:

Please allow me to express our request for your enthusiastic support for a proposed 5-K run/walk event in the Landis area on Saturday morning, September 13, 2025, as the fourth major fund raiser for the South Rowan Public Schools BIBLE Teaching Association, and as a community event for the citizen of Landis.

As you may know, our Association raises funds to reimburse Rowan Salisbury Schools for the salary and fringe benefits paid by them for our 3 full-time BIBLE Teachers, who offer classes in "BIBLE History" at South Rowan High School, J.C. Carson High School, Corriher-Lipe Middle School, Southeast Middle School and China Grove Middle School.

What we request from the Town of Landis is as follows: (a) support from the Landis Police Department, the Landis Fire Department, and the Landis Parks and Recreation Department as may be needed for adequate planning, protection and safety of participants during the event; (b) support from the Town of Landis in informing the citizens of Landis about the event as encouragement for their participation.

We encourage you to take as much time as may be needed in thoughtful and prayerful consideration of this request for support.

Thank you very much. Best wishes.

David A. Roberts (704) 857-5861 home phone
506 North Central Avenue, Landis, NC 28088

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Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

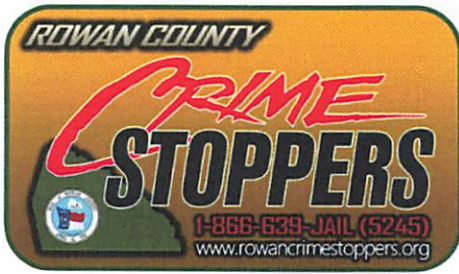
ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval to Donate \$1500 to Rowan County Crime Stoppers**

DETAILS:

The Town Clerk's Office received a letter from Ken Deal, president of the Rowan County Crime Stoppers, requesting a donation in the amount of \$1500 from the Town of Landis.



Town of Landis
P.O. Box 8165
Landis, NC 28088

March 5, 2025

To Whom It May Concern:

I hope you're doing well. I am reaching out on behalf of Rowan County Crime Stoppers to request the city's continued support with a \$1,500 donation to our Crime Stoppers program. Your contributions directly help us provide rewards for anonymous tips that assist law enforcement in solving crime and keeping our community safe.

To streamline the process, please consider this request as the official invoice for the donation:

Invoice Details:

- **Recipient:** Town of Landis
- **Organization:** Rowan County Crime Stoppers
- **Amount:** \$1,500
- **Purpose:** Crime Stoppers Program Support & Community Safety Initiatives
- **Due Date:** 30 days upon approval
- **Payment instructions:** Rowan Crime Stoppers
205 Lentz Road China Grove, NC 28023

With continued support, we can expand public awareness, enhance crime prevention efforts, and ensure that citizens feel empowered to report criminal activity without fear.

We sincerely appreciate the city's past generosity and hope we can count on your support again this year. Please let us know if you need any additional information or if there are any formal steps we should take to facilitate this request.

Thank you for your time and consideration. We truly value your partnership in making our community a safer place.

Best Regards,

Ken Deal, President
Rowan County Crime Stoppers



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: Consider Discussion of Board Member Appointment to DC & Frances Linn Committee

DETAILS:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Blake Abernathy, Public Works Director

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of South-Central Sidewalk Replacement Bid (Project 25-32)**

DETAILS:

The Town released a request for proposals regarding the replacement of the sidewalk on South Central Avenue, from East Ryder to Fifth Third Bank. The project scope includes the demolition, removal, and replacement of the 4" sidewalk, along with curb and gutter work, new ADA ramps, and an 18' parking apron. The bids also accounted for multiple mobilizations to minimize the impact on downtown businesses.

Four bids were received, which were opened in the Town of Landis Board Room on December 2, 2024, at 2:00 pm. The bids were as follows: Yates & Funderburk: \$142,435.00, LCJ Construction: \$168,785.00, Greg Clark Construction: \$204,600.00, Armen Construction: \$257,521.00. I make the recommendation to award the contract for the South-Central Sidewalk Replacement to Yates & Funderburk based on their qualifications, availability, and the most competitive price.

South Central Avenue Sidewalk Bid Scoring Sheet

12/2/24 @ 2 pm



	#1	#2	#3	#4	Weight	Score
Vendor	Armen Construction	Greg Clark Construction	LCJ Construction	Yates & Funderburk		
Materials	83,840.00	92,070.00	67,513.00	70,440.00		
Labor	98,217.00	112,530.00	101,272.00	71,995.00		
Other costs	75,464.00	-	-	-		
Total Price	257,521.00	204,600.00	168,785.00	142,435.00		
					0	

PROPOSAL ATTACHMENTS

1-Sidewalks for South Central Avenue

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of materials and services as described within this Request for Proposal document:

Business Name Yates & Funderburk Concrete Finishing, LLC
 Representative Name/Title Greg Honeycutt / President
 Address PO Box 870 China Grove NC 28023
 Office Phone — Cell Phone 704-202-6197
 Website Email greg@yfconcrete.com

Material Costs	Labor Costs	Other / Note
\$70,440.00	\$71,995.00	\$0.00

Total Cost \$142,435.00

Payment will be made to the contractor within 30 days upon receiving materials and the monthly invoice. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature Greg Honeycutt Date 12/2/24

Proposal References

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name Concrete Supply

Address 3823 Raleigh ST Charlotte NC 28206

Contact Name Rhett Smith Phone 704-962-9070

Business Relationship Concrete Supplier

Business Name Shelco, Inc

Address 2559 Perimeter Pointe Parkway Charlotte NC 28208

Contact Name Alex Henry Phone 704-253-3723

Business Relationship Client

Business Name Kayak Construction Inc.

Address Po Box 339 Cornelius NC 28031

Contact Name Brian Anthony Phone 704-902-0272

Business Relationship Client

Proposal Company NarrativeCompany Name Yates & Funderburk Concrete Finishing, LLCNumber of Employees 28 Years of Operation 46Current Clients LCS Construction, LaFave's Construction, Vertex Construction,
Town of Landis, Bartell Contracting, Boan Contracting.

Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs.

We are a local contractor that uses local sub's and material Contractors/Suppliers.

Property/Liability and Worker's Compensation Certification

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.
- I hereby certify that I have and will maintain in full force and effect a policy of Workers Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Company Name G.L.: Penn National WC: Bridgefield Casualty Co.

Agent's Name, Address, Telephone Central Carolina Insurance Agency, Inc

317 JAKE Alex Blvd S Salisbury NC 28147 704-636-5311

Policy Number CL92032876 / 196-61759 Effective Date 9/17/24

Proposal Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name Yates & Funderburk Concrete Finishing, LLC

Official Address Po Box 870 China Grove NC 28023

Signature & Title Greg Honeycutt / President

Date 12/2/24

Certification Regarding Lobbying

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure

Signature of Firm's Authorized Official Greg Honeycutt

Name and Title of Firm's Authorized Official Greg Honeycutt / President

Date 12/2/24

Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.

Intent to Perform as a Minority Business Enterprise Firm or Sub-firm

All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.

Firm is proposed as: Prime firm Sub-firm

Is the firm a NC Department of Administration certified Historically Underutilized Business?

Yes No

Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?

Yes No

If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?

Yes N/A (firm is qualified under one of the two methods above)

Legal name of the firm and physical address: Yates & Funderburk Concrete Finishing, LLC
PO Box 870 China Grove, NC 28023

As a duly authorized representative, I certify the above information is accurate.

Greg Honeycutt
Signature of Firm's Authorized Official

Greg Honeycutt / President
Printed Name and Title of Firm's Authorized Official

12/2/24
Date

PROPOSAL ATTACHMENTS

1-Sidewalks for South Central Avenue

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of materials and services as described within this Request for Proposal document:

Business Name LCJ Construction Co, INC

Representative Name/Title Brian Seagraves / President

Address 620 Sisk Carter Rd Rockwell 28138

Office Phone 764-784-1592 Cell Phone

Website Email B.Seagraves@vnet.net

Material Costs	Labor Costs	Other / Note
67,513.00	101,272.00	

Total Cost 168,785.00

Payment will be made to the contractor within 30 days upon receiving **materials and the monthly invoice**. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature Brian Seagraves Date 12-2-24

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.
- I hereby certify that I have and will maintain in full force and effect a policy of Workers Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Company Name EMC Insurance

Agent's Name, Address, Telephone Gilmore Insurance

246 Oak Ave Kannapolis N.C. 28081

Policy Number 800 447 2295 Effective Date 6-1-24

Proposal Independent Contractor Statement

Proposal References

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name Janson Concrete Products
Address 106 Old Davidson Places NW Concord 28027
Contact Name Office Phone 704-786-4204
Business Relationship Block Supplier

Business Name Morrison Brothers Building Supply
Address 267 Carban Ave SW Concord 28025
Contact Name Tony Powers Phone 704-792-2222
Business Relationship Supplier

Business Name Meridian Brick Co.
Address 400 N Long St 28144
Contact Name Office Phone 704-636-4711
Business Relationship Supplier - Brick

Proposal Company NarrativeCompany Name LCS Construction CO, IncNumber of Employees 52 Years of Operation 30Current Clients Cabarrus County Schools, Cabarrus Family Med.
Shelco, Inc, Choate Const,

Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs.

Proposal Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name LCS Construction Inc.

Official Address 620 Sisk Carter Rd Rockwell 28138

Signature & Title Brion Jeagun / President

Date 12-2-24

Certification Regarding Lobbying

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure

Signature of Firm's Authorized Official Brian Seagraves

Name and Title of Firm's Authorized Official Brian Seagraves / President

Date 12-2-24

Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.

Intent to Perform as a Minority Business Enterprise Firm or Sub-firm

All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.

Firm is proposed as:

Prime firm

Sub-firm

Is the firm a NC Department of Administration certified Historically Underutilized Business?

Yes

No

Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?

Yes

No

If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?

Yes

N/A (firm is qualified under one of the two methods above)

Legal name of the firm and physical address: LCJ Const. CO. Inc

620 Sisk Carter Rd Rockwell

As a duly authorized representative, I certify the above information is accurate.

Brian Seagraves
Signature of Firm's Authorized Official

Brian Seagraves / President
Printed Name and Title of Firm's Authorized Official

12-2-24
Date

PROPOSAL ATTACHMENTS

1-Sidewalks for South Central Avenue

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of materials and services as described within this Request for Proposal document:

Business Name Grey Clark Construction
 Representative Name/Title Grey Clark owner
 Address 1390 Cottonwood Rd Rockwell N.C. 28138
 Office Phone 704 202 0861 Cell Phone 704 202 0861
 Website Email Grey Clark Const at yshoo.com

Material Costs	Labor Costs	Other / Note
92070.00	112,530.00	

Total Cost 204,600.00

Payment will be made to the contractor within 30 days upon receiving materials and the monthly invoice. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature  Date 12-2-24

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name Knox Seeding
 Address 195 Mennig Rd Ching Grove 28023
 Contact Name Chad Crainshaw Phone 704 202 0473
 Business Relationship Sub Contractor

Business Name Chandler Concrete
 Address 400 N Main St Salisbury
 Contact Name Office Phone 704 636 4713
 Business Relationship Concrete Supplier

Business Name PMB Construction
 Address PO Box 778 Rockwell N.C. 28138
 Contact Name Aliek Bost Phone 704 202-4951
 Business Relationship Sub Contractor

Proposal Company Narrative

Company Name Greg Clark Construction

Number of Employees 10 Years of Operation 29

Current Clients William Ryan Enterprise
Rob Watts Land artists

Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs.

Property/Liability and Worker's Compensation Certification

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.
- I hereby certify that I have and will maintain in full force and effect a policy of Workers Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Company Name Erle Insurance

Agent's Name, Address, Telephone Terry Hicks 704 886 0250
426 US 29 China Grove N.C. 28023

Policy Number _____ Effective Date Current

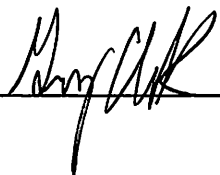
Proposal Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name Greg Clark Construction

Official Address 1390 Cottonwood Rd Rockwell N.C. 28138

Signature & Title  owner

Date 12-2-24

Certification Regarding Lobbying

Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.

Intent to Perform as a Minority Business Enterprise Firm or Sub-firm

All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.

Firm is proposed as: Prime firm Sub-firm

Is the firm a NC Department of Administration certified Historically Underutilized Business?

Yes No

Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?

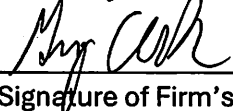
Yes No

If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?

Yes N/A (firm is qualified under one of the two methods above)

Legal name of the firm and physical address: Greg Clark Construction
1390 Cottonwood Rd Rockwell N.C. 28138

As a duly authorized representative, I certify the above information is accurate.


Signature of Firm's Authorized Official

Greg Clark owner
Printed Name and Title of Firm's Authorized Official

12-2-24
Date

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure

Signature of Firm's Authorized Official



Name and Title of Firm's Authorized Official

Gray Clark Construction

Date

12-2-24

PROPOSAL ATTACHMENTS

1-Sidewalks for South Central Avenue

It is the intent of the Town to accept the lowest responsible/responsive proposal. The selected proposal will be the most advantageous regarding price, quality of service, vendor qualifications and capabilities to provide the specified service, and other factors which the Town may consider. The Town reserves the right to accept or reject any or all proposals and to waive irregularities therein.

The undersigned hereby submits the following proposal for the cost of materials and services as described within this Request for Proposal document:

Business Name ARMEN CONSTRUCTION LLC
 Representative Name/Title VICTOR V. ARIZA - MANAGER SPM.
 Address 7212 MURDOE ROAD, CHARLOTTE NC 28212
 Office Phone 980-819-9199 Cell Phone 704-953-7459
 Website Email victor@armenconstruction.com

Material Costs	Labor Costs	Other / Note
<u>\$83,840.00</u>	<u>\$98,217.00</u>	<u>\$75,464.00</u>

Total Cost \$257,521.00

Payment will be made to the contractor within 30 days upon receiving **materials and the monthly invoice**. The invoice shall include date(s) of service and the amount for each date. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.

Authorized Signature [Signature] Date DEC 2/2024.

Proposal References

Please list three (3) client references. The Town reserves the right to contact references other than, and/or in addition to, those being furnished below.

Business Name City of Winston Salem-NC
 Address 101 Main St - Winston Salem NC 27101
 Contact Name Matt Franklin Phone 919-428-0700
 Business Relationship Project Manager

Business Name City of Greensboro, NC
 Address 300 W. Washington St. Greensboro NC 27402
 Contact Name Heliuba King, PE Phone 336-604-9301
 Business Relationship Construct. Engineer

Business Name City of Charlotte, NC
 Address 600 East Fourth Street, Charlotte NC 28202
 Contact Name Wolly T. Hoynes, PE Phone 704-512-7071
 Business Relationship Senior Engineer

Proposal Company NarrativeCompany Name ARMEN CONSTRUCTION LLCNumber of Employees 5-10 Years of Operation 15 years.Current Clients CITY of WINSTON SALEM - CITY of CHARLOTTE

Please include a brief narrative in the space below to include any additional information you wish to share that may assist us in choosing the best vendor for our needs.

Attached!



TITLE PAGE

COMPANY NAME: **ARMEN CONSTRUCTION LLC**

FEDERAL ID NUMBER: 27-1456333

NC General Contractor License Number: 69418
 Licensed in Highway, Building, and Utilities
 Unlimited Capacity

ADDRESS: 7212 Monroe Road, Charlotte NC 28212

MAIL ADDRESS: P.O BOX 38630 Charlotte NC 28278

PHONE NUMBERS: (704) 953-7459 - (704) 957-4465 (980) 819-9199
 FAX NUMBER (980) 237-7742

AUTHORIZED REPRESENTATIVE: **Victor M. Ariza**

E- MAIL: victor@armenconstruction.com

ARMEN CONSTRUCTION IS CERTIFIED AS DBE, SBE, MBE, HUB MINORITY

YEARS OF OPERATION: ARMEN has been in business since 2009, providing 15 years of service in the construction field.

Our Logo represents our Mission: **"LEADERS SERVE PEOPLE "**

Services | ARMEN handle all aspects of a project, from initial Bidding, some cases design and site preparation to construction and final finishes.

- **Project types** | Public works projects can include civil engineering projects such as roads and bridges, as well as residential homes, government buildings, and industrial facilities.
- **Team composition** | We work with a variety of specialists including skilled workers, Minorities, sub-contractors, architects, engineers, project managers, and equipment operators.
- **Focus areas** | Our goal is to ensure quality, meet deadlines, manage budgets, follow safety protocols, and achieve customer satisfaction.

ARMEN Construction takes pride in serving municipalities and various government entities for many years, providing excellent professional services as a general contractor.

Additionally, by being a member of the Carolinas Associated General Contractors (CAGC), we participate in various activities that promote the positive impact of construction in our community.

Thank you for considering our Bid Proposal, if you have any questions, require further clarification, please don't hesitate to contact us. We're excited about the potential Collaboration with Town of Landis, NC and the opportunity to create something remarkable for this Project.

Sincerely,

Victor M. Ariza
ARMEN Construction LLC

PROJECT NAME: SOUTH CENTRAL SIDEWALK REPLACEMENT



NAME OF THE PROJECT	COMPANY-CITY- STATE	PROJECT MANAGER AND PHONES NUMBERS	DESCRIPTION	% COMPLETE
ALLEGHANY PEDESTRIAN / BIKE IMPROVEMENTS PROJECT	CITY OF CHARLOTTE N.C 600 EAST FOURTH STREET, CHARLOTTE NC 28202	CITY OF CHARLOTTE N.C ENGINEERING DEPARTMENT 600 EAST STREET. CHARLOTTE, NC 28111 MANAGER: TIMOTHY JENNINGS. P.E (704) 336-2291	GRADING, REMOVAL TREES ALONG THE PROJECT, PRUNING, AND GRADING. PEDESTRIAN SIGNAL HEAD, SIGNAL CABLE, RETAINING WALL, CONSTRUCTION OF APPROXIMATELY 1.2 MILES OF SDWK / BICYCLE LANES, CURB AND GUTTERS, PEDESTRIAN REFUGE ISLANDS, NEW CURB RAMPS, MILLING RESURFACING AND RESTRIPIING.	100%
CONCORD AVENUE SDWK IMPROVEMENTS	CITY OF MONROE N.C 300 W CROWELL STREET, MONROE, NC 28112	CITY OF MONROE N.C ENGINEERING DEPARTMENT 300 WEST CROWELL STREET. MONROE, NC 28111 PROJECT MANAGER: SARA McALLISTER. P.E P: (704) 282-4520	GRADING, UNDERCUT EXCAVATION AND NEW CONSTRUCTION OF SDWK, INSTALLING 12", 15" 18" RCP PIPE CULVERT CLASS III/IV MILLING ASPHALT, ASPHALT CONCRETE BASE, INTERMEDIATE AND SURFACE COURSE, BRICK ENDWALL MASONRY DRAINAGE STRUCTURE, CURBA AND GUTTERS, ISLAND, WATER VALVES, WATER METERS, CHAIN LINK FENCE, THERMOPLASTIC PAVEMENT MARKING, MISCELLANEOUS EROSION AND SEDIMENTAL CONTROL, PAVING AND LANDSCAPE, INCLUDING TREES, SEEDING AND MULCHING.	100% NCDOT PROJECT
LINEBERGER BIKE/PED CONNECTOR	CITY OF GASTONIA N.C 150 SOUTH YORK STREET, GASTONIA NC 28052	CITY OF GASTONIA N.C ENGINEERING DEPARTMENT 150 SOUTH YORK STREET. GASTONIA, NC 28052 PROJECT MANAGER: CARY RODRIGUEZ. E.I P: (704) 869-1037	INSTALLING OF CONCRETE SDWK. DRAINAGE PIPE, TREES REMOVAL, CONCRETE CURB AND GUTTER, CONCRETE DRIVEWAY, WHEELCHAIR RAMPS, CONSTRUCTION SURVEYING, SAFETY RAILS, SEGMENTAL RETAINING WALL, ADJUSTMENTS AND MORE.	100% NCDOT PROJECT
CONE BLVD SDWK PHASE I	CITY OF GREENSBORO N.C 300 WEST WASHINGTON STREET NC 27402	CITY OF GREENSBORO N.C ENGINEERING DEPARTMENT 300 WEST WASHINGTON STREET, NC 27402 CONSTRUCTION ENGINEER MELINDA KING, P.E PHONE: 336-373-2372	NEW CONSTRUCTION 3500LF OF CONCRETE SIDEWALK ALONG CONE BLVD FROM N. ELM STREET TO N. CHURCH STREET (SOUTH SIDE) - 6" CONCRETE DRIVEWAYS, CURB RAMPS, SAFETY FENCE, SEGMENTAL GRAVITY RETAINING WALLS, GUARDRAILS, RELOCATE WATER METERS, RELOCATE FIRE HYDRANTS, PAVEMENT MARKING.	100% NCDOT
SALISBURY MALL AREA SDWK JAKE ALEXANDER BLVD AND STATESVILLE BLVD CONCRETE SIDEWALK	CITY OF SALISBURY N.C 132 N. MAIN STREET, SALISBURY NC 28144	CITY OF SALISBURY N.C / WENDY BRINDLE, P.E AWCK ALLEY, WILLIAMS, CARMEN & KING, INC 120 SOUTH MAIN STREET CONSULTING ENGINEERS W. LIPE PHONE: 704-938-1515	NEW CONSTRUCTION OF 4,222 SQ/YD OF 4" CONCRETE SIDEWALK - 6" CONCRETE DRIVEWAYS, CURB & GUTTER, RETAINING WALL ALONG BOTH SIDES OF JAKE ALEXANDER BLVD AND STATESVILLE BLVD, CURB RAMPS, DECORATIVE METAL HANDRAIL, SAFETY FENCE, SEGMENTAL RETAINING WALLS, ADJUST WATER METERS, MANHOLE, TREE REMOVAL, VERTICAL CURBS, ASPHALT PAVEMENT, CONCRETE ISLAND, SEEDING AND MULCHING, INSTALL SELECT TREES.	100% NCDOT PROJECT
GENERAL SIDEWALKS IMPROVEMENTS CONTRACT No 2018-077	CITY OF GREENSBORO N.C 300 WEST WASHINGTON STREET NC 27402	CITY OF GREENSBORO N.C ENGINEERING DEPARTMENT 300 WEST WASHINGTON STREET, NC 27402 CONSTRUCTION ENGINEER MELINDA KING, P.E PHONE: 336-373-2372	THIS CONTRACT INCLUDES CONSTRUCTION OF 4" CONCRETE SIDEWALK - 6" CONCRETE DRIVEWAYS, CURB & GUTTER, REMOVED AND REPLACE CURB RAMPS AND SIDEWALKS, RETAINING WALLS, DECORATIVE METAL HANDRAIL, SAFETY FENCE, SEGMENTAL RETAINING WALLS, ADJUST WATER METERS, MANHOLE, TREE REMOVAL, ASPHALT PAVEMENT, SEEDING AND MULCHING, PIPE CULVERTS, THERMOPLASTIC DETECTABLE WARNING, THERMOPLASTIC PAVEMENT MARKING LINES.	100% NCDOT PROJECT
WINDSOR STREET SIDEWALKS IMPROVEMENTS	CITY OF MONROE N.C 300 W CROWELL STREET, MONROE, NC 28112	CITY OF MONROE N.C LAND DEVELOPMENT AND INFRASTRUCTURE ENGINEER 300 W CROWELL STREET, MONROE N.C 28112 SARAH McALLISTER, P.E PHONE: 704-8282-4532	SITE WORK AND PAVING FOR A SIDEWALK, THIS CONTRACT INCLUDES CONSTRUCTION OF EROSION CONTROL, 4" CONCRETE SIDEWALK - 6" CONCRETE DRIVEWAYS, CURB & GUTTER, REMOVED AND REPLACE CURB RAMPS AND SIDEWALKS, METAL HANDRAIL, ADJUST WATER METERS, MANHOLE, SEEDING AND MULCHING, PIPE CULVERTS, THERMOPLASTIC DETECTABLE WARNING. MASONRY DRAINAGE STRUCTURE AND MORE.	100%

JENNIFER STREET SIDEWALK INSTALLATION CONTRACT No 2019-027	CITY OF GREENSBORO N.C 300 WEST WASHINGTON STREET NC 27402	CITY OF GREENSBORO N.C ENGINEERING DEPARTMENT 300 WEST WASHINGTON STREET, NC 27402 CONSTRUCTION ENGINEER MELINDA KING, P.E PHONE: 336-373-2372	NEW CONSTRUCTION OF 4" CONCRETE SIDEWALK - 6" CONCRETE DRIVEWAYS , CURB & GUTTER, CURB RAMPS, ADJUST WATER METERS, MANHOLE, SEEDING AND MULCHING.	100% NCDOT PROJECT
Renovation to West Entrance Sidewalks & Steps for Building 102 At Greenville Technical College GREENVILLE S.C	Greenville Technical College 506 South Pleasantburg Drive, Greenville .SC 29609 P: (828) 250-8351	GREENVILLE TECHNICAL COLLEGE Tripp - Manager facilities Procurement PHONE (864) 250-8112 bill.tripp@gvltec.edu	PROJECT INCLUDED DEMOLITION OF EXISTING SIDEWALKS & STEPS, REGRAIDING OF AREA FOR NEW SIDEWALK & STEPS, INSTALLATION OF EROSION CONTROL, DRAINAGE,, CONDUIT, NEW CONCRETE, HANDRAILS, PLANTERS & APPURTENANCES. THIS IS AN ARRA - FUNDED PROJECT. ALL REQUIEREMENTS OF THE ARRA ACT APPLY FOR THIS PROJECT.	100%
HICKORY HOUSING AUTHORITY SITE IMPROVEMENTS COMISSION NUMBER 3771 CITY OF HICKORY NC	HICKORY HOUSING AUTHORITY N.C 841 South Center Street, Hickory NC 28603 phone (828) 328-5373 Fax (828) 328-2441	HICKORY HOUSING AUTHORITY PROJECT MANAGER: Rick Bender PA rickb@hotmail.com 841 South Center Street, Hickory NC 28603 PHONE (980) 721-5029 FAX (828) 328-2441	CONSISTS OF SITE MODIFICATIONS. SIDEWALKS REPAIRS AND NEWS, EROSION CONTROL, STORM DRAINAGE, PARKING LOT MODIFICATIONS, NEW PARKING LOT & ASPHALT REPAIRS LANDSCAPING AND ALL RELATED WORK WITH SITE IMPROVEMENTS	100%
HEALY DRIVE SIDEWALK CONSTRUCTION CITY OF WINSTON SALEM	CITY OF WINSTON SALEM N.C HEALY DRIVE AND OLD MILL CIRCLE WINSTON SALEM, FORRSYTH CO	CITY OF WINSTON SALEM, N.C PROJECT MANAGER Mrs. Myra Stafford myras@cityofws.org 101 N Main Street, Winston Salem NC 27101 PHONE (336) 747-6831 FAX (336) 727-2443	WORK INCLUDED SIDEWALK CONSTRUCTION ON HEALY DRIVE, RETAININGS WALLS, ADJUST UTILITIES, DRIVEWAYS AND ASPHALT REPAIRS. WHEELCHAIR RAMPS, SEEDING AND MULCHING AND MINOR LANDSCAPING.	100%
CLIFFDALE ROAD SIDEWALK RAEFORD ROAD TO BEAVER RUN DRIVE PROJECT CITY OF ASHEVILLE NC	CITY OF FAYETTEVILLE N.C 955 OLD WILMINGTON ROAD, FAYETTEVILLE NC 28302	CITY OF FAYETTEVILLE, N.C PROJECT MANAGER Mr. Ambrose Ikyasang Alkyasang@ci.fay.nc.us 339 Alexander Street, Fayetteville N.C 28301-5537 PHONE (910) 988-7860 FAX(910) 433-1652	WORK INCLUDED NEW CONSTRUCTION SIDEWALKS OF 5 FOOT WIDE , GRADING AND TREE REMOVAL ALONG THE PROJECT, CURBS AND GUTTERS, ADJUST UTILITIES, DRIVEWAYS, SEEDING AND MULCHING, WHEELCHAIR RAMPS 5,394.51 SQ/YDS, (2.1 MILES OF SIDEWALK)	100%
GRAY AVENUE SIDEWALK CONSTRUCTION CITY OF WINSTON SALEM NC	CITY OF WINSTON SALEM N.C 101 N, MAINS STREET, WINSTON SALEM, NC 27101	CITY OF WINSTON SALEM, N.C PROJECT MANAGER Mrs. Myra Stafford myras@cityofws.org N Main Street, Winston Salem NC 27101 PHONE (336) 747-6831 FAX (336) 727-2443	WORK INCLUDED NEW CONSTRUCTION SIDEWALKS OF 4 FOOT WIDE , REMOVE AND REPLACE CURBS AND GUTTERS, ADJUST UTILITIES, DRIVEWAYS, RETAINING WALLS, EROSION CONTROL/STORM DRAINAGE, PROTECTION SILT FENCE, ALUMINUM ORNAMENTAL FENCE, SEEDING AND MULCHING, WHEELCHAIR RAMPS 5,394.51 SQ/YDS	100%
VANCE CRESCENT STREET AND OLNEY ROAD SIDEWALK INIMPROVEMENT CITY OF ASHEVILLE NC	CITY OF ASHEVILLE ENGINEERING DEPARTMENT N.C 161 SOUTH CHARLOTTE STREET, ROOM 201 ASHEVILLE, NC 28801	CITY OF ASHEVILLE ENGINEERING DEPARTMENT N.C 161 SOUTH CHARLOTTE STREET, ROOM 201 ASHEVILLE, NC 28801 PROJECT MANAGER: ROBERT KUN PHONE (828) 271-6147	THIS PROJECT INCLUDED CONSTRUCTION OF SIDEWALK, CURB & GUTTER, DRIVE APRONS, TRENCH GRATES, APASHALT CUT & REPAIRS, SIGNAGE, TREE PLANTING, SEEDING & MULCH, RETAININGS WALLS, STORM DRAINAGE, ADJUST UTILITIES & WHEELCHAIR RAMPS.	100%
FIRST STREET SIDEWALK IMPROVEMENT CITY OF LOWELL N.C	CITY OF LOWELL 101 WEST FIRST STREET LOWELL, NC 28098	CITY OF LOWELL, DIAMOND ENGINEERING PROJECT MANAGER: Mr. JOHNNY DENTON, PE PHONE: (704) 922-0024	INCLUDED NEW CONSTRUCTION APROX 940' OF 5' WIDE SIDEWALK WORK , ADJUST UTILITIES, DRIVEWAYS, TREE REMOVAL ,EROSION CONTROL/STORM DRAINAGE, PROTECTION SILT FENCE, ,SEEDING AND MULCHING, WHEELCHAIR RAMPS	100%
NORTH LOUISIANA AVENUE SDWK IMPROVEMENTS CITY OF ASHEVILLE NC	CITY OF ASHEVILLE ENGINEERING DEPARTMENT N.C 161 SOUTH CHARLOTTE STREET, ROOM 201 ASHEVILLE, NC 28801	CITY OF ASHEVILLE ENGINEERING DEPARTMENT N.C 161 SOUTH CHARLOTTE STREET, ROOM 201 ASHEVILLE, NC 28801 PROJECT MANAGER: ALVIN FULLER (828) 259-5617 NCDOT PROJECT	INCLUDED NEW CONSTRUCTION APROX 600 SY OF 4', CURBING, SEGMENTAL BLOCK RETAINING WALL, TREE REMOVAL, WIDE SIDEWALK WORK , ADJUST UTILITIES, DRIVEWAYS, EROSION CONTROL/STORM DRAINAGE, PROTECTION SILT FENCE, ,SEEDING AND MULCHING, WHEELCHAIR RAMPS .	100% NCDOT PROJECT

MAIN STREET SIDEWALK IMPROVEMENTS TOWN OF WINGATE NC	TOWN OF WINGATE ENGINEERING DEPARTMENT N.C 3918 HIGHWAY 74 EAST, WINGATE NC 28174	TOWN OF WINGATE N.C TOWN ADMINISTRATOR 3918 HIGHWAY 74 EAST WINGATE, NC 28174 PROJECT MANAGER: DENNIS CLOUD P.E P: (980) 235-0011 NCDOT PROJECT	INCLUDED NEW CONSTRUCTION APROX 850 SY OF 4" SIDEWALK (0.25 M) , 1199 LF CURB & GUTTER, TREE REMOVAL, MASONRY DRAINAGE STRUCTURES, CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN, RETROFIT EXISTING CURB RAMP, ADJUST UTILITIES, DRIVEWAYS, EROSION CONTROL/STORM DRAINAGE, PROTECTION SILT FENCE, SEEDING AND MULCHING, WHEELCHAIR RAMPS .	100% NCDOT PROJECT
SHILOH ROAD SIDEWALK IMPROVEMENTS CITY OF ASHEVILLE NC	CITY OF ASHEVILLE ENGINEERING DEPARTMENT N.C 161 SOUTH CHARLOTTE STREET, ROOM 201 ASHEVILLE, NC 28801	CITY OF ASHEVILLE ENGINEERING DEPARTMENT N.C 161 SOUTH CHARLOTTE STREET, ROOM 201 ASHEVILLE, NC 28801 PROJECT MANAGER: ALVIN FULLER (828) 259-5617	INCLUDED NEW CONSTRUCTION APROX 1025 SY OF 4" SIDEWALK (0.33 MILES) , CURB & GUTTER, TREE REMOVAL, BENCH INSTALLATION, SIDEWALK REPAIR, CATCH BASIN MODIFICATION , RETROFIT EXISTING CURB RAMP, RELOCATED BOLLARDS, BAMBOO BARRIER, ADJUST UTILITIES, DRIVEWAYS, EROSION CONTROL/PROTECTION SILT FENCE, SEEDING AND MULCHING, WHEELCHAIR RAMPS .	100%
US 74 SIDEWALK IMPROVEMENTS TOWN OF MARSHVILLE NC	TOWN OF MARSHVILLE 201 W.MAIN STREET MARSHVILLE NC 28103	TOWN OF MARSHVILLE N.C TOWN MANAGER W.MAIN STREET MARSHVILLE, NC 28103 PROJECT MANAGER: DENNIS CLOUD P.E P: (704)219-8373 NCDOT PROJECT	INCLUDED NEW CONSTRUCTION APROX 2,200 SY OF 4" SIDEWALK (1.0 MILE APROX.) , CONCRETE CURB & GUTTER, CATCH BASIN MODIFICATION , RETROFIT EXISTING CURB RAMP, ADJUST UTILITIES, DRIVEWAYS, DETECTABLE WARNING DOMES, EROSION CONTROL/PROTECTION SILT FENCE, SEEDING AND MULCHING, WHEELCHAIR RAMPS .	100% NCDOT PROJECT
DOT- SAFE ROUTES - BIVENS STREET IMPROVEMENTS TOWN OF WINGATE NC	TOWN OF WINGATE ENGINEERING DEPARTMENT N.C 3918 HIGHWAY 74 EAST, WINGATE NC 28174	TOWN OF WINGATE N.C TOWN ADMINISTRATOR 3918 HIGHWAY 74 EAST WINGATE, NC 28174 PROJECT MANAGER: DENNIS CLOUD P.E P: (704) 219-8373 NCDOT PROJECT	CONSTRUCTION OF THE SAFE ROUTES - BIVENS ST. IMPROVEMENTS PROJECT, THE PROJECT CONSISTS OF THE FOLLOWING MAJOR ITEMS: REMOVAL CURB AND GUTTER AND ASPHALT; INSTALLATION OF STORMWATER INLETS, STORMWATER PIPING, APROX 1,467 SY OF 4" SIDEWALK AND 675 LF OF CONCRETE CURB & GUTTER, PEDESTRIAN CROSSWALKS, PAVEMENTS STRIPING, ADJUST UTILITIES, DRIVEWAYS, DETECTABLE WARNING DOMES, EROSION CONTROL/PROTECTION SILT FENCE, SEEDING AND MULCHING, WHEELCHAIR RAMPS .	100% NCDOT PROJECT
CATS (TRANSIT) BUS STOP IMPROVEMENTS	CITY OF CHARLOTTE ENGINEERING DEPARTMENT N.C 600 EAST FOURTH STREET, CHARLOTTE NC 28202	CITY OF CHARLOTTE N.C ENGINEERING & PROPERTY MANAGEMENT 3600 EAST FORUTH STREET. CHARLOTTE, NC 28202 PROJECT MANAGER: CHRISTOPHER JILES P: (704) 336-3605 CATS AREA TRANSIT SYSTEM - CHARLOTTE TRANSIT SYSTEM	CONSTRUCTION OF CATS BUS STOPS THROUGHOUT THE CITY OF CHARLOTTE. IMPROVEMENTS PROJECT, THE PROJECT CONSISTS OF THE FOLLOWING MAJOR ITEMS: REMOVAL CURB AND GUTTER AND ASPHALT; CONCRETE PADS, SIDEWALKS AND ADJUSTMENT UTILITIES, DRIVEWAYS, DETECTABLE WARNING DOMES, EROSION CONTROL/PROTECTION SILT FENCE, SEEDING AND MULCHING, WHEELCHAIR RAMPS .	100% NCDOT PROJECT
SIDEWALK IMPROVEMENT PROJECT 02: NASH STREET AND BRAGG STREET	CITY OF SANFORD N.C 225 EAST WEATHERSPOON ST, SANFORD NC 27330	CITY OF SANFORD N.C ENGINEERING & PROPERTY MANAGEMENT 225 EAST WEATHERSPOON STREET. SANFORD, NC 27330 PROJECT MANAGER: PAUL M. WEEKS JR. P.E. P: (919) 777-1119	CONSTRUCTION OF 2,010 SY OF CONCRETE SIDEWALK 4", PEDESTRIAL SIGNAL HEAD, RELOCATE WATER METERS, THERMOPLASTIC PAVEMENT MARKING, 6" CONCRETE DRIVEWAYS, CONCRETE CURB AND GUTTER, JUNCTION BOX, SIGNAL CABLE ALONG NASH STREET (BRAGG STREET TO KELLY DRIVE) AND SECTION B- BRAGG STREET (HORNER BLVD TO NASH STREET) ALSO ADJUSTMENT UTILITIES, DRIVEWAYS, DETECTABLE WARNING DOMES, EROSION CONTROL/PROTECTION SILT FENCE, SEEDING AND MULCHING, & WHEELCHAIR RAMPS .	100 % NCDOT PROJECT
CAIN ROAD SDWK 2016	CITY OF FAYETTEVILLE N.C 433 HAY STREET, FAYETTEVILLE NC 28301	CITY OF FAYETTEVILLE N.C ENGINEERING & INFRASTRUCTURE 339 ALEXANDER STREET. FAYETTEVILLE, NC 28301 PROJECT MANAGER: JEFF RIDDLE, PLS. P: (910) 322-6358	CONSTRUCTION OF 2,172 SY OF CONCRETE SIDEWALK 5", PEDESTRIAL SIGNAL HEAD, RELOCATE WATER METERS, 6" CONCRETE DRIVEWAYS, CONCRETE CURB AND GUTTER, JUNCTION BOX, SIGNAL CABLE ALONG CAIN ROAD ALSO ADJUSTMENT UTILITIES, DRIVEWAYS, DETECTABLE WARNING DOMES, EROSION CONTROL/PROTECTION SILT FENCE, SOD AND MULCHING, & WHEELCHAIR RAMPS .	100 % PROJECT
HAY STREET BRICK PAVER 200 BLOCK PHASE II	CITY OF FAYETTEVILLE N.C 433 HAY STREET, FAYETTEVILLE NC 28301	CITY OF FAYETTEVILLE N.C ENGINEERING & INFRASTRUCTURE 339 ALEXANDER STREET. FAYETTEVILLE, NC 28301 PROJECT MANAGER: JEFF RIDDLE, PLS. P: (910) 322-6358	DEMOLITION OF EXISTING BRICK PAVERS AND EXISTING CONCRETE BAND. INSTALLING 3,287 SQ/FT BRICK PAVER WITH SAND BASE, CONCRETE BANDS AND ADJUST EXISTING	100 % PROJECT
MODENA STREET SDWK	CITY OF GASTONIA N.C 150 SOUTH YORK STREET, GASTONIA NC 28052	CITY OF GASTONIA N.C ENGINEERING DEPARTMENT 150 SOUTH YORK STREET. GASTONIA, NC 28052 PROJECT MANAGER: JASON S. WALLACE. P.E P: (704) 854-6696	INSTALLING OF CONCRETE SIDEWALK. DRAINAGE PIPE, CONCRETE CURB AND GUTTER, CONCRETE DRIVEWAY, WHEELCHAIR RAMPS, CONSTRUCTION SURVEYING, SAFETY RAILS, SEGMENTAL RETAINING WALL, TREE REMOVAL, PRUNING AND GRADING ADJUSTMENTS AND MORE.	100% NCDOT CURRENT

Property/Liability and Worker's Compensation Certification

The selected vendor must provide a Certificate of Insurance including workers' compensation coverage naming the Town as additional insured with minimum insurance requirements of \$1,000,000.

- I understand that, if my proposal is selected, I will be required to provide a Certificate of Insurance with a minimum coverage of \$1,000,000 naming the Town of Landis as additional insured.
- I hereby certify that I have and will maintain in full force and effect a policy of Workers Compensation Insurance in compliance with the Laws of the State of North Carolina with the following insurance company:

Insurance Company Name AM-TRUST Insurance

Agent's Name, Address, Telephone Metropolitan Insurance

756 Tyvola Road, St 146, Charlotte NC / 704-564-8119

Policy Number TWC- 4451315 Effective Date 01/09/24 - 07/09/25

Certificate of Insurance Attached

Proposal Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative, or employee of the Town for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required, shall have no contractual relationship with the Town, shall not be considered employees of the Town and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of North Carolina on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Town; and the Contractor shall defend, indemnify and hold the Town, its officers, agents and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Town, including without limitation, tenure, rights, medical and hospital care, sick and vacation leave, Workers Compensation, Unemployment Insurance, disability, or severance pay.

Company/Individual Name ARUEN CONSTRUCTION LLC

Official Address 7212 4th Ave Rd, Charlotte NC 28212

Signature & Title

Date Dec 2/2024

Certification Regarding Lobbying

The undersigned Firm certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

Signature of Firm's Authorized Official _____

Name and Title of Firm's Authorized Official _____

VICTOR ARIZA

Date DEC 2/2024

Note: This form may be signed electronically. All firms proposed for the contract must sign and return this form as part of the solicitation response.

Intent to Perform as a Minority Business Enterprise Firm or Sub-firm

All Minority Business Enterprises (MBE) proposed for the following solicitation must fill out this portion of the form.

Firm is proposed as: Prime firm Sub-firm

Is the firm a NC Department of Administration certified Historically Underutilized Business?

Yes ☒ No

Is the firm a NC Department of Transportation certified Disadvantaged Business Enterprise?

Yes ☒ No

If the answer is no to both questions above, is the firm an approved Minority Business Enterprise by the Town of Landis?

Yes N/A (firm is qualified under one of the two methods above)

Legal name of the firm and physical address: ARMEN CONSTRUCTION LLC .
7212 MONROE ROAD, Charlotte NC 28212

As a duly authorized representative, I certify the above information is accurate.


 Signature of Firm's Authorized Official

VICTOR ARIZA - MANAGER SRM .
 Printed Name and Title of Firm's Authorized Official

DEC 2/2024 .
 Date

*** MUST BE SUBMITTED WITH BID ***

State of North Carolina

County of _____

AFFIDAVIT- Compliance with N.C. E-Verify Statutes

I, VICTOR V. ARIZA (hereinafter the "Affiant"), duly authorized by and on behalf of ARNEU CONSTRUCTION LLC (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C.G.S. 64-25 (5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. 64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 YES _____ or
 NO ☒
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 2 day of DECEMBER 2024.

Signature of Affidavit: _____

Name of Affiant (Print or Type): VICTOR V. ARIZATitle: MANAGER - SPM



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval to Receive Fire House Subs Grant Funding for 80 Sections of Fire Attack Hose In The Amount Of \$20,400, and Subsequent Budget Amendment #25 (Project 25-86)**

DETAILS:

The Fire Department has been awarded grant funding in the amount of \$20,400 dollars for eighty sections of new fire attack fire hose. This funding will allow the Town to purchase forty (40) sections of 1.75"x50' fire hose Mercedes Exo-Metro Fire Hose, and an additional forty (40) sections 2.5"x50' Mercedes Exo-Metro Fire Hose. This is a 100% grant opportunity; therefore, a local match is not required by the Town.

I make the recommendation to receive the funding, from Fire House Subs Foundation, in the amount of \$20,400. Budget Amendment #25 is required, and has been drafted, for your review in order to officially receive the funds.



April 1, 2025

Dear Chief Smith & Jeneen,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **Town of Landis, on behalf of Landis Fire Department in Landis, NC** the requested **Variety of Hoses (Excluding Taxes)** valued up to **\$20,400.00**. If your grant award must be approved by a governing body (i.e., your city council or Board of Directors), please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

We will contact you no later than Friday, February 21, 2025, to initiate the procurement process. There are two possible methods for procurement, **to be determined by our Foundation:**

- Direct Purchase made by the Foundation
OR
- Memo of Understanding. NOTE: Our Foundation provides funding via ACH transfer only. We are unable to fund a grant award by paper check.

Do not make advanced purchases until you have heard from the Foundation with the next steps. Failure to follow this process will jeopardize your grant award. If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Firehouse Subs Public Safety Foundation
4600 Touchton Rd. E., Bldg. 100, Ste. 300 • Jacksonville, Florida 32246
Fax: 904.886.2111 • Email: foundation@firehousesubs.com

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Town of Landis, NC
Budget Amendment #25
Monday, April 14, 2025

Account Number		Current Amount	Increase	Decrease	Adjusted Budget
100-0000-4097	Grants Received	19,680.00	20,400.00		40,080.00
10-5200-5215	Equipment	16,995.00	20,400.00		37,395.00

40,800.00

To receive Firehouse Subs Grant Funding for 80 Sections of Fire Attack Hose.

Was presented to the Board of Aldermen and approved on:Date:4/14/2025

Prepared by:Date:

Reviewed by:Date:



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Jason Smith. Fire Chief

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Resolution #2025-04-14-1 to Purchase 80 Sections of Fire Hose In The Amount Of \$20,400 from Newton's Fire & Safety Equipment (Project# 25-86)**

DETAILS:

The Fire Department request to purchase forty (40) sections of 1.75"x50' fire hose Mercedes Exo-Metro Fire Hose, and an additional forty (40) sections 2.5"x50' Mercedes Exo-Metro Fire Hose from Newton's Fire and Safety in the amount of \$20,400. The hose purchased will allow the fire department to outfit Engine 441 with new attack hose and also place new hose on reserve Engine 443.

Fire hose has a recommended service life of 10 years so this grant will benefit the citizens of Landis for many years to come. I make the recommendation to purchase the Fire Hose from Newton's Fire and Safety in the amount of \$20,400. A budget amendment is not needed as their isn't a local match required by the Town for this grant opportunity.



Newton's Fire & Safety Equipment

Newton's Fire & Safety Equipment, Inc.
2724 Darrell Newton Drive
Graham, NC 27253

Order #

S212150

Date

02/04/2025


Bill To:

Landis FD
312 S. Main St.

Bradley Fulk
bfulk@newtonsfire.com
Landis, NC 28088

APPROVED

Customer: Landis Fire Dept.

Ship To:

Jason Smith
Landis Fire Department
312 S. Main St.
Landis, NC 28088

Contact: Landis FD

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Bradley	NET 30	Origin	Best Way Ground		02/04/2025

Expiration Date

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Drop Ship	12625050ATO-5140NH46RABWO	Mercedes ExoMetro (Diameter: 2 1/2" x 50' Color: Orange) w/2.5" Wayout Blue Anodized Couplings	\$295.00	40 ea	\$ 11,800.00
2	Drop Ship	12617050ATO-5128NH32RABWO	Mercedes ExoMetro (Diameter: 1 3/4" x 50' Color: Orange) w/1.75" x 1.5" Wayout Blue Anodized Coupling	\$215.00	40 ea	\$ 8,600.00

***Grant award excludes taxes. Total Funding: \$20,400.**

Subtotal:	\$20,400.00
Sales Tax:	\$1,428.00
Total:	\$21,828.00

Approval: _____ Date: _____

February 4, 2025 11:57:20 PM EST



**TOWN OF LANDIS RESOLUTION TO RECEIVE FIRE HOUSE SUBS GRANT
FUNDING FOR 80 SECTIONS OF FIRE ATTACK HOSE IN THE AMOUNT OF \$20,400**

WHEREAS, the Town of Landis Fire Department has received a Fire House Subs Grant in the amount of \$20,400, and

WHEREAS, the Town of Landis Fire Department applied for this Grant, and

WHEREAS, the Town of Landis Fire Department intends to use this money to purchase 80 sections of fire attack hose in the amount of \$20,400 from Newton's Fire & Safety Equipment,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF LANDIS:

That the Town of Landis does hereby accept the Fire House Subs Grant offer of \$20,400.

And authorize the purchase of 80 sections of Fire Attack Hose in the amount of \$20,400 from Newton's Fire & Safety Equipment.

That Michael Ambrose, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as Firehouse Subs Grants may request in connection with these funds.

ADOPTED THIS THE 14TH DAY OF APRIL 2025.

ATTEST:

Meredith Bare Smith, Mayor

Madison Stegall, Town Clerk



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Discussion Regarding Ballistic Protective Gear for Fire Department Personnel**

DETAILS:

Police and Fire Departments have been working together to ensure the Town has adequate ballistic protective gear for our fire department personnel. This item is a follow up from the March Budget Retreat, and it has been determined the police department has enough extra ballistic protective gear to outfit each shift of the fire department. The extra vests are due to the police department being awarded a grant for ballistic vests earlier this year. This will allow for the gear to be on the truck, and shared between the shifts.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Jason Smith, Fire Chief

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval for Tellico Plains Rural Volunteer Fire Department in Tennessee to Purchase the 1998 Freightliner Fire Truck for \$25,000 (Project# 25-107)**

DETAILS:

Engine 581 is a 1998 Freightliner FL80 Quality-built fire engine (VIN: 1FV6JLCV9WH831565). The truck has been listed on the Government Surplus Actions (GovDeals) eight times, but no bidders have met the \$30,000 reserve. During the March Board of Aldermen meeting, the reserve was lowered to \$25,000 in hopes of attracting more interest.

The Town Clerk's Office has received an Official Intent to Purchase from Tellico Plains Rural Volunteer Fire Department, for the 1998 Freightliner FL80 Fire Engine in the amount of \$25,000. Tellico Plains Rural Volunteer Fire Department is a small department with a limited budget and this truck will allow them to have an additional truck in service.

This sale would be from the Town to Tellico Plains Rural Volunteer Fire Department, in lieu of the truck selling through Gov Deals. I make the recommendation to proceed with selling Engine 581 to the Tellico Plains Rural Volunteer Fire Department for \$25,000.

Tellico Plains Rural Volunteer Fire Department

PO Box 398
Tellico Plains, TN 37385
tpfd423@gmail.com



March 17, 2023

Chief Smith,

My name is Tyler Williams with Tellico Plains Rural Volunteer Fire Department in Tennessee. Chief Mike Absher asked me to get in contact with you regarding the 1998 Freightliner Truck, VIN 1FV6JLCV9WH831565 you guys have been in communication about for a sale price of \$25,000. We are still very interested in the truck and would like to make a trip over with the intent to purchase the truck if it passes our inspection. We have our business meeting this upcoming Monday and will have a set date to give you then.

Let me know if you have any questions or need any information from us.

Regards,

Tyler Williams

Tyler Williams, Treasurer



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: Consider the Discussion of the NCStrap Project Status, and The Site Observation Report from Schnabel Engineering (Project 25-20)

DETAILS:

The NCStrap funding that was awarded to the Town in the amount of \$300,000 dollars to remove all vegetation from Lake Landis Dam has been complete, and Schnabel Engineering has completed their Site Observation of the project. This successfully completed phase 1 of the repair process for the dam. Town Staff are currently seeking Natural Resources Conservation Service grant funding, and other related grant opportunities to complete the repairs on all three dams, and bring them into compliance with NC DEQ Dam Safety Division Standards.

SITE OBSERVATION REPORT

Date of Observation:	February 18, 2025	Project:	Lake Landis Dam
Schnabel Rep:	Corey Schaal, PE, PG	Project Number:	23210051.000 Task Number(s): 03
Schnabel PM:	Jonathan Pittman, PE	Building Permit No.	N/A
Arrival Time:	9:00 AM	Departure Time:	11:05 AM
Contractor:	Alliance Integrated Solutions, LLC	Superintendent:	Jason Smith, Town of Landis Fire Chief
Air Temp ° F:	40°	Weather:	Mostly Sunny

PURPOSE OF VISIT

SCHNABEL ENGINEERING SOUTH, P.C. representative above arrived on site, as requested by Mr. Michael Ambrose, Town Manager, via email on February 11, 2025, to observe the north embankment at Lake Landis Dam. The Town of Landis' contractor (Alliance Integrated Solutions, LLC) recently cut the trees on the embankment. Observations during this site visit were limited to the north embankment; we did not perform a full dam safety inspection. Schnabel's past work for Lake Landis Dam includes preparation of a Corrective Action Plan dated May 28, 2024.

PERSONS ON-SITE

Town of Landis: Jason Smith, Fire Chief; Blake Abernathy, Public Works Director; Jessica St. Martin, Parks & Recreation Director

DESCRIPTION OF OBSERVATIONS

The Lake Landis water level was drawn down about 8 to 10 feet below the normal elevation using two 6-inch diameter PVC siphons. According to Mr. Smith, the siphons lowered the lake level to the observed elevation in about one week. The siphons were discharging water at the time of our site visit, and the invert elevation was less than 1 foot below the water surface.

Trees were recently cleared from the north embankment. Stumps were not removed. Observed stump diameters were as large as approximately 12 to 18 inches. We understand that the Town does not intend to remove the root balls. Seed and straw were recently placed on the crest and outboard slope. We also observed significant outboard toe undermining and sloughing, likely resulting from flows in the stream along the toe of the embankment. In general, the outboard slope appeared to be steeper than 2H:1V, and multiple near-vertical scarps were observed near the upstream end of the lake. We were not able to evaluate whether tension cracks were present along the crest as these areas were covered with straw. The embankment crest and both slopes were saturated with standing water and soft surficial soils from recent rain. Construction equipment ruts were observed on the crest.

PHOTOGRAPHS

Current Lake Landis water level. View from right abutment.



North embankment. View from east end of embankment. Note straw on crest and slope, as well as stump on outboard slope.



North embankment. View looking upstream along outboard slope. Note seed and straw on slope.



North embankment. View looking upstream along outboard slope. Note scarps.



North embankment. View looking upstream along crest. Note standing water and ruts.



North embankment crest. View looking downstream. Note near-vertical scarp and undermining of crest.



RECOMMENDATIONS

Clear cutting of the trees from the north embankment slope is a positive step and will prevent further damage to the embankment due to fallen trees. However, given the observations noted above and the constant stream flow along the toe of the embankment, our previous concerns with the long-term stability of the north embankment, as outlined in the Corrective Action Plan, remain. As such, we recommend the Town continue to consider options to rehabilitate the embankment. The following is a list of recommended risk reduction measures to be implemented until a rehabilitation can be completed:

1. Maintain lake level down at about siphon invert elevation.
2. Develop a plan to deploy additional pumps to maintain the lowered lake level during large rain events that could significantly raise the lake level.
3. It is our opinion that the root balls are serving to increase embankment slope stability and recommend against their removal at this time. Paint stumps with tar, polyurethane, or similar, to the extent practical, to slow decay process.
4. Prevent vehicular and foot traffic on the embankment crest for safety reasons. No trespassing signs, barriers, and public notices are warranted.
5. Establish a healthy stand of grass cover to mitigate the development of erosion features.
6. Town staff should perform weekly walkovers of the embankment and note any changes in conditions, such as new erosion rills, additional slumping, and tension cracks. Staff should not walk along the outboard edge of the embankment crest due to stability concerns.
7. Additional slumping due to stream flow along the outboard toe should be expected. We note that, given the current spillway configuration at Lake Corriher Dam upstream, it is not feasible to redirect flow into Lake Landis and out of the stream channel.

We have endeavored to prepare this report in accordance with generally accepted engineering practice and make no warranties, either express or implied, as to the professional advice provided under the terms of our agreement and included herein.

We appreciate the opportunity to be of service for this project. Please do not hesitate to contact either of the undersigned if clarification is needed for any aspect of this report.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



Corey
Schaal

Digitally signed
by Corey Schaal
Date: 2025.02.19
08:30:54 -05'00'

Corey Schaal, PE, PG
Senior Engineer

A handwritten signature in blue ink, appearing to read "JP", with a long horizontal flourish extending to the right.

Jonathan Pittman, PE
Principal

CDS:JMP

Distribution:

Town of Landis, North Carolina

Attn: Michael Ambrose, Town Manager; Jason Smith, Fire Chief; Blake Abernathy, Public Works
Director; Jessica St. Martin, Parks & Recreation Director



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Madison Stegall, HR Director/Town Clerk

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: **Consider Approval of Workers Compensation Insurance Renewal Through the NC League of Municipalities**

DETAILS:

The Town of Landis currently obtains workers' compensation insurance coverage through the North Carolina League of Municipalities (NCLM). Our existing policy is set to expire on 07/01/2025, and the renewal for the upcoming policy period deadline is 04/28/2025. Staff is requesting Board approval to renew the workers' compensation insurance for the 2025/2026 coverage period.

Key highlights of this years proposed renewal include:

- Premium Rate Reduction: An average rate/premium decrease of 4.8% was approved by the Risk Management Services (RMS) Board of Trustees for the upcoming policy term.

Estimated Final Premium: The Town's proposed estimated final premium has decreased from \$120,095.05 in program year 2024/2025 to \$106,115.84 for program year 2025/2026.

NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY
Workers' Compensation Insurance Trust administered by the NC League of Municipalities
Proposal

Section 6, Item 6.11

Town of Landis
PO Box 8165
Landis, NC 28088

Program Year: 2024/2025
Policy Period: 7/1/2024 to 7/1/2025
Policy Number: WC-R-91-2024-01

Proposal Number: 84006
Proposal Date: 05/16/2024

Code	Classification	Estimated	Revise Payroll to:
7539	Electric Light & Power Company - Includes clearing right of way	\$614,009	
7581	Water & Sewer Combined Operations/Line Maint.	\$216,064	
7704	Firefighters, Rescue Squad, EMTs	\$530,284	
7705	Volunteer Firefighters	\$3,000	
7720	Police Officers	\$788,163	
7721	Auxiliary Police	\$2,000	
8380	Garage Operations (Auto Repair)	\$64,367	
8810	Clerical	\$377,060	
9102	Parks and Recreation (not otherwise classified)	\$115,125	
9402	Street Cleaning & Sewer Line Cleaning	\$354,240	
9990	City Manager: office duties only	\$127,436	
9996	Mayor and Council	\$25,000	
Total Payroll:		\$3,216,748	

Renewal Quote Information

Experience Modifier:	1.8300
Employers Liability Limits:	\$500,000/\$500,000/\$500,000
Deductible:	\$500
Schedule:	N/A
IRFFNC Member?:	No

Estimated Annual Premium: **\$120,095.05**

Estimated Final Premium: **\$120,095.05**

_____ Signature	_____ Date
---------------------------	----------------------

This is not an invoice. Invoices will be mailed at a later date.

NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY
Workers' Compensation Insurance Trust administered by the NC League of Municipalities
New Member Proposal Detailed Estimate

Section 6, Item 6.11

Town of Landis
PO Box 8165
Landis, NC 28088

For the Program Year: 2024/2025
Effective Dates: 7/1/2024 to 7/1/2025
Policy Number: WC-R-91-2024-01

Proposal Number: 84006
Proposal Date: 05/16/2024

Code	Classification	Payroll	Rate	Premium
7539	Electric Light & Power Company - Includes clearing right of way	\$614,009	3.2200	\$19,771.09
7581	Water & Sewer Combined Operations/Line Maint.	\$216,064	1.6800	\$3,629.88
7704	Firefighters, Rescue Squad, EMTs	\$530,284	2.6000	\$13,787.38
7705	Volunteer Firefighters	\$3,000	6.3900	\$191.70
7720	Police Officers	\$788,163	2.4500	\$19,309.99
7721	Auxiliary Police	\$2,000	2.4500	\$49.00
8380	Garage Operations (Auto Repair)	\$64,367	1.8300	\$1,177.92
8810	Clerical	\$377,060	0.1400	\$527.88
9102	Parks and Recreation (not otherwise classified)	\$115,125	2.2900	\$2,636.36
9402	Street Cleaning & Sewer Line Cleaning	\$354,240	3.2200	\$11,406.53
9990	City Manager: office duties only	\$127,436	0.1400	\$178.41
9996	Mayor and Council	\$25,000	0.1400	\$35.00
Totals:		\$3,216,748		\$72,701.14

Premium	Limit	Rate		Result
Estimated Manual Premium:				\$72,701.14
Employers Liability: \$500,000/\$500,000/\$500,000		0.004000	+	\$290.80
Employers Liability Minimum Premium Balance:			+	\$0.00
Deductible: \$500		0.024000	-	\$1,744.83
Estimated Subject Premium:			=	\$71,247.11
Ex Mod (used):			x	1.8300
Estimated Modified Premium:			=	\$130,382.21
Schedule Adjustment:		1.0000	+	\$0.00
Schedule Adjusted Premium:			=	\$130,382.21
WC Minimum Premium Balance:			+	\$0.00
Expense Constant:			-	\$0.00
Estimated Standard Premium:			=	\$130,382.21
Premium Discount:		0.0789	-	\$10,287.16
Premium After Premium Discount:			=	\$120,095
Package Discount:		1.0000	+	\$0.00
Package Adjusted Premium:			=	\$120,095.05
Expense Constant:			+	\$0.00
Estimated Annual Premium:			=	\$120,095.05
Pro-rata:			x	1.0000
Estimated Pro-rata Annual Premium:			=	\$120,095.05
Estimated Final Premium:			=	\$120,095.05

Estimated Final Premium: \$120,095.05

NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY
Workers' Compensation Insurance Trust administered by the NC League of Municipalities

Section 6, Item 6.11

Proposal

Town of Landis
 PO Box 8165
 Landis, NC 28088

Program Year: 2025/2026
Policy Period: 7/1/2025 to 7/1/2026
Policy Number: WC-R-91-2025-01

Proposal Number: 87414

Proposal Date: 04/02/2025

Code	Classification	Estimated	Revise Payroll to:
7539	Electric Light & Power Company - Includes clearing right of way	\$521,718	
7581	Water & Sewer Combined Operations/Line Maint.	\$244,157	
7704	Firefighters, Rescue Squad, EMTs	\$620,202	
7705	Volunteer Firefighters	\$3,000	
7720	Police Officers	\$733,079	
7721	Auxiliary Police	\$1,800	
8380	Garage Operations (Auto Repair)	\$68,491	
8810	Clerical	\$360,836	
9102	Parks and Recreation (not otherwise classified)	\$245,796	
9402	Street Cleaning & Sewer Line Cleaning	\$446,447	
9990	City Manager: office duties only	\$133,791	
9996	Mayor and Council	\$25,000	

Total Payroll: \$3,404,317

Renewal Quote Information

Experience Modifier:	1.6800
Employers Liability Limits:	\$500,000/\$500,000/\$500,000
Deductible:	\$500
Schedule:	N/A
IRFFNC Member?:	No

Estimated Annual Premium: \$106,115.64

Estimated Final Premium: \$106,115.64

Signature	Date
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This is not an invoice. Invoices will be mailed at a later date.

NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY
Workers' Compensation Insurance Trust administered by the NC League of Municipalities
New Member Proposal Detailed Estimate

Section 6, Item 6.11

Town of Landis
PO Box 8165
Landis, NC 28088

For the Program Year: 2025/2026
Effective Dates: 7/1/2025 to 7/1/2026
Policy Number: WC-R-91-2025-01

Proposal Number: 87414
Proposal Date: 04/02/2025

Code	Classification	Payroll	Rate	Premium
7539	Electric Light & Power Company - Includes clearing right of way	\$521,718	2.6900	\$14,034.21
7581	Water & Sewer Combined Operations/Line Maint.	\$244,157	1.4300	\$3,491.45
7704	Firefighters, Rescue Squad, EMTs	\$620,202	2.4900	\$15,443.03
7705	Volunteer Firefighters	\$3,000	6.6900	\$200.70
7720	Police Officers	\$733,079	2.4800	\$18,180.36
7721	Auxiliary Police	\$1,800	2.4800	\$44.64
8380	Garage Operations (Auto Repair)	\$68,491	2.0200	\$1,383.52
8810	Clerical	\$360,836	0.1400	\$505.17
9102	Parks and Recreation (not otherwise classified)	\$245,796	1.7200	\$4,227.69
9402	Street Cleaning & Sewer Line Cleaning	\$446,447	2.7900	\$12,455.87
9990	City Manager: office duties only	\$133,791	0.1400	\$187.31
9996	Mayor and Council	\$25,000	0.1400	\$35.00
Totals:		\$3,404,317		\$70,188.95

Premium	Limit	Rate		Result
Estimated Manual Premium:				\$70,188.95
Employers Liability: \$500,000/\$500,000/\$500,000		0.004000	+	\$280.76
Employers Liability Minimum Premium Balance:			+	\$0.00
Deductible: \$500		0.027000	-	\$1,895.10
Estimated Subject Premium:			=	\$68,574.61
Ex Mod (used):			x	1.6800
Estimated Modified Premium:			=	\$115,205.34
Schedule Adjustment:		1.0000	+	\$0.00
Schedule Adjusted Premium:			=	\$115,205.34
WC Minimum Premium Balance:			+	\$0.00
Expense Constant:			-	\$0.00
Estimated Standard Premium:			=	\$115,205.34
Premium Discount:		0.0789	-	\$9,089.70
Premium After Premium Discount:			=	\$106,116
Package Discount:		1.0000	+	\$0.00
Package Adjusted Premium:			=	\$106,115.64
Expense Constant:			+	\$0.00
Estimated Annual Premium:			=	\$106,115.64
Pro-rata:			x	1.0000
Estimated Pro-rata Annual Premium:			=	\$106,115.64
Estimated Final Premium:			=	\$106,115.64

Estimated Final Premium: \$106,115.64



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Consideration

AGENDA SECTION: Considerations

SUBJECT: Consider Discussion of Love Landis Week Events for May 2nd
-May 10th 2025

DETAILS:

Friday, May 2nd - DC & Frances Linn Park Groundbreaking at 12:00 PM on N. Central Ave
Friday, May 2nd - Downtown Cruise In on N Central Ave from 5:00-9:00 PM
Monday, May 5th - Firefighter Funday - N. Central Ave from 4:00-6:00 PM
Tuesday, May 6th - Pizza with Public Works - N. Central Ave from 4:00-6:00 PM
Wednesday, May 7th - Businesses with Badges - N. and S. Central Ave from 4:00-6:00 PM
Thursday, May 8th - Talk with Town Hall - 312 S. Main St. from 4:30-5:30 PM
Friday, May 9th - Kids Fish Free Friday - Lake Corriher Wilderness Park from 4:00-6:00 PM
Saturday, May 10th - Shred-it Saturday - 312 S. Main St. from 10:00 AM -1:00 PM



LANDIS CURRENT MAY 2025



JOIN US MAY 4TH - MAY 10TH FOR A FULL WEEK OF EXCITING EVENTS FOR ALL AGES FROM OUTDOOR FUN TO LEARNING AND SUPPORTING OUR LOCAL HEROS!

IMPORTANT DATES

May 2nd:

DCFL Groundbreaking Ceremony
(12:00 PM)

Downtown Cruise In
(5:00 PM - 9:00 PM)

May 4th - May 10th:

Love Landis Week
#LoveLandis

May 8th:

Board of Alderman Work Session
(5:30 PM)

May 10th:

Shred-It Event at Town Hall
(10:00 AM - 1:00 PM)

May 12th:

Board of Alderman Regular
Scheduled Meeting (6:00 PM)

May 20th:

Planning Board Regular
Scheduled Meeting (6:00PM)

May 26th:

Town Hall Closed
for Memorial Day
Landis Pool Opening Day
Mon - Sat (10:30AM - 6:00PM)
Sun (12:00PM - 6:00PM)
*Pool Memberships available
to purchase at Town Hall*

June 4th:

Senior Luncheon at
Trinity Lutheran Church
(12:00 PM)

FRI

DC & FRANCES LINN GROUND BREAKING
The wait is over - we're breaking ground on DC & Frances Linn Park! We're thrilled to kick off this exciting journey and can't wait to bring this vision to life
DOWNTOWN CRUISE-IN
Join us for an evening of chrome, classics, and cruisin'.
Whether you're showing off your ride or just soaking in the scene, all are welcome.

- 12:00pm - 2:00pm
N Central Ave
- 5:00pm - 9:00pm
N Central Ave

MON

FIREFIGHTER FUNDAY
Fun activities, firetruck demos, and games for the whole family!

- 4:00pm - 6:00pm
N Central Ave

TUES

PIZZA WITH PUBLIC WORKS
Meet your local team, tour our trucks, and grab a slice!

- 4:00pm - 6:00pm
N Central Ave

WED

BUSINESSES WITH BADGES
Support local businesses and meet your local first responders!

- 4:00pm - 6:00pm
Central Ave

THURS

TALK WITH TOWN HALL
Join us for an open house where you'll meet the people, departments, and decision-makers shaping our community

- 4:30pm - 5:30pm
312 S MAIN ST

FRI

KIDS FISH FREE FRIDAY
Calling all young anglers - it's time to fish for free!
Join us for a fun filled evening by the water with no cost for kids to fish.

- 4:00pm - 6:00pm
LAKE CORRIHER
WILDERNESS PARK

SAT

SHRED-IT SATURDAY
Protect your privacy and clean out your old paperwork!
Bring your documents to Shred-It Saturday and safely shred your sensitive materials for FREE!

- 10:00am - 1:00pm
312 S MAIN ST

Pick up an event Bingo card at Town Hall or any of the Event sites. Receive a sticker on your card when you attend an event that week. Bring your Bingo Card in to Town Hall to receive a special prize. Prizes will be handed for cards with any stickers and cards with a straight BINGO!



PUBLIC WORKS COLLECTIONS

PLEASE NOTE: Leaf collection utilizing the leaf machine has ended. Any leaves needing pick up must now be bagged and placed at the curb.

- Household garbage is picked up on **Mondays**, by a contractor, on a weekly basis.
- Leaves should be bagged and placed at the curb for pick-up. Please do not place on sidewalks.
- Brush/Chipping collection is picked up on **Wednesdays/Thursdays** on a weekly basis and is weather permitting. Collection will occur as soon as possible after weather events. Brush must be stacked in the same direction. Anything over approximately 8 inches in diameter will NOT be collected.
- When using contractor services, contractors are responsible for the removal of all brush/trees/debris.
- On holidays, garbage should be put out at regular times unless otherwise notified.
- Notifications will be posted on the Towns Website and Facebook page regarding any changes in schedule.

Questions? Please call Town Hall at 704-857-2411



Board of Aldermen

The Board of Aldermen meet the second Monday of every month at **6:00 PM** in the Landis Board Room, located at 312 South Main Street in Landis for their Regular Scheduled Meetings unless otherwise noticed.

Work Session Meetings for the Board of Aldermen will be held the Thursday prior to their Regular Scheduled Meetings at **5:30 PM** in the Landis Board Room unless otherwise noticed.

***For any changes to this schedule, please check our Town Website under**

Public Notices and Latest News on the Home Page.*

Come Visit Us At Lake Corriher Wilderness Park!

- Trail Hiking
- Fishing
- Camping
- Kayaking & Paddle Boating
- Disc Golf Course

Park Hours: 8:00 AM— 8:00 PM

(Park Office closes and gates lock at 8:00 PM)

Visit the Town of Landis website for more information!

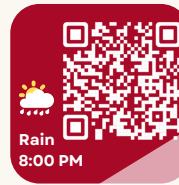
Section 6, Item 6.12

SENIOR LUNCHEON & BINGO SCHEDULE

5th FEBRUARY	CHICKEN AND DUMPLINGS
2nd APRIL	SUBWAY
4th JUNE	BAKED ZITI
6th AUGUST	PIZZA
1st OCTOBER	BBQ
3rd DECEMBER	CHICKEN POT PIE

12 PM
TRINITY LUTHERAN CHURCH

The Town of Landis is committed to protecting local streams from stormwater pollution. While residents, businesses, and industries are doing their part to prevent stormwater pollution, the Town is also taking proactive steps.



To find out more about how you can help us keep our local waters clean, scan the QR code.

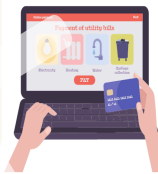


DID YOU KNOW?

If you live within the Town Limits and plan to build a pool, fence, shed, garage, deck, porch, or add onto your home, you must apply for a Zoning Compliance Permit from the Town of Landis Planning and Zoning Department.

To apply for a Zoning Compliance Permit, stop by Town Hall during normal business hours or contact the Planning & Zoning Department at 704-857-2411, Ext. 205.

Utility Billing Customer Portal



Manage your utilities, get alerts, and stay connected! Sign up for your Town of Landis customer utility portal at:

MYLNDNC.SENSUSANALYTICS.COM

For help logging in, call Town Hall.

Have a "kid-free zone" of at least 3 feet from fire pits, personal fireplaces and torches to prevent fires and burns.

3 feet

Logos for FEMA, U.S. Fire Administration, Landis, and Fire is Everyone's Right are displayed at the bottom.

Download My Landis

- Access Information
- Submit Service Requests
- Receive Notifications
- And more...

SCAN TO DOWNLOAD

Powered by GOGov

LANDIS TEMPERATURES	Last 13 Months		High	Low
The average temperatures for this billing period (Mar. 15th - Apr. 15th) were:	1/15/24-2/15/24		55°	36°
	2/15/24-3/15/24		61°	40°
	3/15/24-4/15/24		67°	46°
	4/15/24-5/15/24		73°	54°
	5/15/24 - 6/15/24		81°	62°
	6/15/24 - 7/15/24		90°	70°
	7/15/24 - 8/15/24		85°	70°
	8/15/24 - 9/15/24		81°	62°
	9/15/24 - 10/15/24		74°	58°
	10/15/24 - 11/15/24		68°	49°
	11/15/24-12/15/24		54°	34°
	12/15/24-1/15/25		45°	31°
	1/15/25-2/15/25		51°	33°
High: 57°F				
Low: 34°F				

CONTACT US:

Town Hall/Public Works	(704) 857-2411 Option 1
Police (non-emergency)	(704) 857-2411 Option 2
Fire (non-emergency)	(704) 857-2411 Option 3
Park Office	(704) 857-2411 Option 4

Mailing Address:

PO Box 8165 - Landis, NC 28088

Visit us online:

<http://www.townoflandisnc.gov>





Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

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

ITEM TYPE: Old Business

AGENDA SECTION: Old Business

SUBJECT: **Consider Discussion of Updates for the DC & Frances Linn Groundbreaking on May 2, 2025**

DETAILS:

The DC and Frances Linn Community Park Committee have been diligently working through the logistics for the Park Groundbreaking on May 2, 2025. This discussion will update the board on where the committee, and Town Staff, are with the groundbreaking, and what the agenda looks like for that day to allow for input from the board.



THE TOWN OF LANDIS AND
THE DC & FRANCES LINN PARK COMMITTEE
CORDIALLY INVITES YOU TO JOIN US
IN THE CELEBRATION OF

DC & FRANCES LINN COMMUNITY PARK GROUNDBREAKING CEREMONY

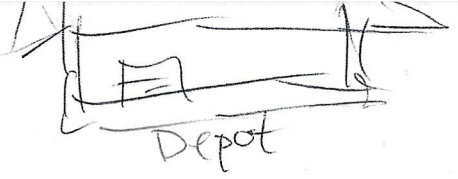
ON FRIDAY, THE SECOND OF MAY
TWO THOUSAND TWENTY FIVE
AT TWELVE NOON

116 NORTH CENTRAL AVENUE, LANDIS NC
REFRESHMENTS WILL BE SERVED FOLLOWING THE CEREMONY



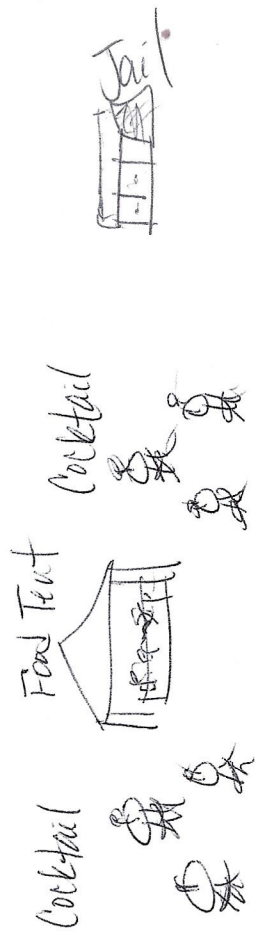
4/14

9:00 P



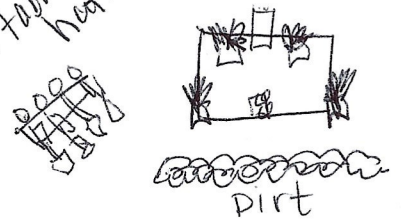
F.P

P.P.

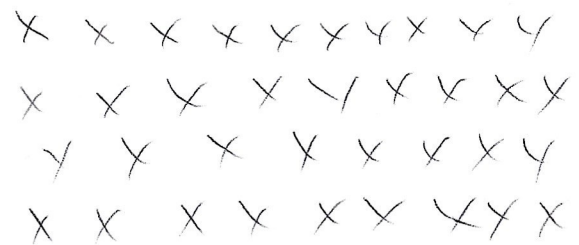


4 ft table - BK cloth
hats, shovel display

8x8 Platform 1' high - BK Skirting - Ferns - Podium - Speaker



4 ft table - BK cloth
hats, shovel display



50 chairs

Future Home Off

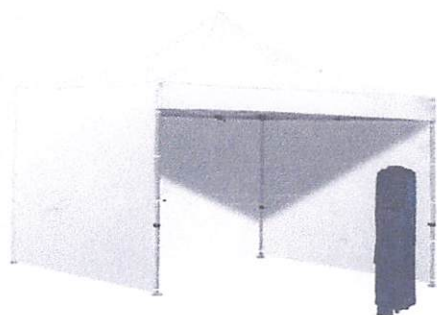
Inf & Buck sales Tent
w/duvings 1st phase
w/duvings future park

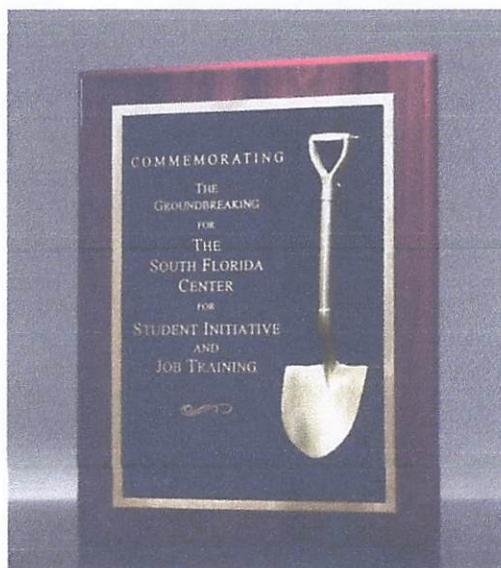


N Central



Amazon 3 pack tablecloths 42.47





9x12 Plaque 96.50 (3 or more)
Town Hall, Linn Family, Parks Office



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: April 14, 2025
SUBMITTED BY: Staff
ITEM TYPE: Report
AGENDA SECTION: Reports
SUBJECT: Monthly Departmental Reports

DETAILS:

Reports in Order:

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



Item Cover Page

MEETING TYPE Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Code Enforcement

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

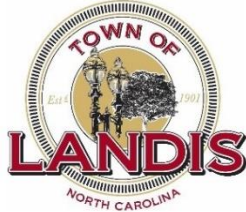
DETAILS: Code Enforcement Monthly Report

VIOLATION ADDRESS	OWNER OR OCCUPANT	STATUS OR CONDITIONS
MINIMUM HOUSING		
400 EAST GARDEN AVENUE	MARY FRANCES AKERS (HEIRS)	THE FASCIA BOARD IS MISSING, AND SOME HAVE FALLEN. A NOTICE OF HEARING IS BEING PREPARED.
109 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
111 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
201 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
202 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS SCHEDULED FOR MARCH 26TH.
203 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
205 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS SCHEDULED FOR MARCH 26TH.
206 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
207 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
209 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	ABANDONED SUBSTANDARD HOUSING AND NUISANCE CONDITIONS. ADDITIONAL RESEARCH TO BE CONDUCTED.

210 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
211 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
212 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
214 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS SCHEDULED FOR MARCH 26TH.
215 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
216 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
217 EVERHART AVENUE	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
807 ZION STREET	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
809 ZION STREET	MARY GRAY HILTON (HEIRS)	A NOTICE OF HEARING IS BEING PREPARED.
1020 LINN STREET	JESUS DOTELO ANDRADE & SUSANA BERNAL LORENZO	A NOTICE OF HEARING IS BEING PREPARED.
314 EAST RYDER AVENUE	SAMANTHA J. LAMBERT	FASCIA BOARDS AND SOFFIT DETERIORATED AND FALLING OFF THE STRUCTURE. A NOTICE OF HEARING IS BEING PREPARED.
314 NORTH CENTRAL AVENUE	EDITH R. DRAPER	DEBRIS AND JUNK STORED ON THE FRONT PORCH. SECONDARY STRUCTURE FALLING IN ON ITSELF. A NOTICE OF HEARING IS BEING PREPARED.
207 WEST GARDEN STREET	GREGORY T. STILLWAGON	HOME THAT PREVIOUSLY CAUGHT FIRE MISSING SIDING. REAR ROOF DAMAGE. A NOTICE OF VIOLATION HAS BEEN PREPARED.
NUISANCES		
107 NORTH MERIAH STREET	JAMES A HALL JR (HEIRS)	A HEARING IS SCHEDULED FOR MARCH 26TH.
311 SOUTH CENTRAL AVENUE	MARIA J. TRUJILLO	JUNK VEHICLES AND DEBRIS AROUND THE HOME. A HEARING IS SCHEDULED FOR MARCH 26TH.
508 EAST RYDER AVENUE	MICHAEL G. ADAMS	DEBRIS AND JUNK BEING STORED ON THE PORCH AND BOTH SIDES OF THE

110 NORTH CHAPEL STREET	CHAD BROWN	OPEN STORAGE OF INDOOR APPLIANCES BEING STORED ON THE PORCH. A NOTICE OF VIOLATION HAS BEEN SENT WITH A DEADLINE OF MARCH 26TH.
414 SOUTH BEAVER STREET	BRAD A. BALLARD & EMILY L. BALLARD	JUNK VEHICLES ON THE PROPERTY THAT APPEAR TO BE USED AS STORAGE. A NOTICE OF HEARING IS BEING PREPARED.
430 MT MORIAH CHURCH ROAD	THOMAS LINN	HIGH GRASS AND DEBRIS AROUND THE PROPERTY. CLOSED 3/15/2025.
1005 SOUTH ZION STREET	ALLISON C. COLLINS & SUSAN K. R. COLLINS	OPEN STORAGE OF TRASH AND JUNK IN THE BACKYARD. A NOTICE OF VIOLATION IS BEING PREPARED.
920 COLONIAL DRIVE	CHARLES E. MCCRAVEN & SUSUA A. MCCRAVEN	OPEN STORAGE OF TRASH AND JUNK BEING STORED IN THE CARPORT. A NOTICE OF VIOLATION IS BEING PREPARED.
990 COLONIAL DRIVE	JOEL GEROLIMATOS & EMILY GEROLIMATOS	OPEN SOTRAGE OF TRASH AND DEBRIS BEING STORED ON THE RIGHT SIDE OF THE STRUCUTURE. ALOS A HORSE BEING KEPT IN THE BACKYARD. A NOTICE OF VIOLATION IS BEING PREPARED.
717 WEST RYDER AVENUE	ANN M. HAGAN	SEVER AMOUNTS OF TRASH, DEBRIS, AND JUNK AROUND THE PROPERTY. A NOTICE OF VIOLATION IS BEING PREPARED.
702 WEST MILL STREET	AUTHUR D. HOKE	DEBRIS AND JUNK IN THE BACKYARD. A NOTICE OF VIOLATION IS BEING PREPARED.
212 WEST RYDER AVENUE	RANDALL K. TURNER	SEVERE AMOUNTS OF TRASH AROUND THE PROPERTY. A NOTICE OF VIOLATION IS BEING PREPARED.
ABANDONED-JUNKED-NUISANCE VEHICLES		

ZONING		
NON-RESIDENTIAL BUILDINGS		
2570 SOUTH US 29 HWY	JOSEPH J ROJAS	COMMERCIAL BUILDING CONVENIENCE STORE. SEVER DEILIAPDIATION AND DEFECTS. A NOTICE OF HEARING IS BEING PREPARED.
616 SOUTH MAIN STREET	DWAYNE V. CROUCH, ARNOLD J. CROUCH & CARLYIN H. CROUCH	COMMERCIAL BUILDING. WALLS FALLING OUTWARD, AND THE ROOF HAS FALLEN IN. A NOTICE OF HEARING IS BEING PREPARED.



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Jason Smith, Fire Chief

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

SUBJECT: **Monthly Report**

DETAILS:

MONTHLY STATS

MEDICAL: 33

FIRE: 40

TRAFFIC ACCIDENT: 4

MUTUAL AID GIVEN: 23

MUTUAL AID RECEIVED: 17

TOTAL CALLS: 77

VEHICLE MILAGE

ENGINE 443: 114125

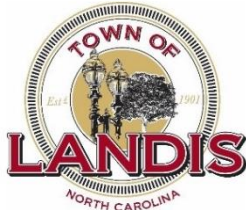
ENGINE 442: 36987

ENGINE 441: 4667

LADDER 58: 23441

CAR 44: 139271

CHIEF 440: 24486



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

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

ITEM TYPE: Report

AGENDA SECTION: Departmental Reports

SUBJECT: **March Report**

DETAILS:

Events:

- The staff is focusing on the execution of the DCFL Groundbreaking Event on May 2nd.
- An event banner frame was built and installed on N. Central Avenue. The new 2025 Cruise-In banner is currently in the frame.
- We have a new style for the 2025 Cruise-In T shirts. Shirts are available to purchase for \$20 dollars at the events.

Park Operations

- Lake Corriher Park's extended hours began April 1st. Office hours are 8:00am-8:00pm.
- The Park Staff are continuing trail and park grounds maintenance.
- The Park Staff are continuing to monitor the lake levels. Currently, the water level for Landis is low. This level will remain, on the recommendation of our engineers, pending the dam repairs. Out of caution, the Lake Landis dam is still blocked off to pedestrians.
- Cabin and Campsite Bookings are filling up for Spring and Summer.
- Scout Troop and Pack 324 volunteered service on 3/29/2025 to clean trash from trails and lake banks to assist with their conservation badges.
- Staff replaced and stained the decking boards on the small walking bridge at Graham Field.
- Ball Field rentals for the Spring season are full.

Pool Operations:

- Pool cleaning and chemical balancing is ongoing as we near the opening of the pool.
- Pool repairs to our bonding wire and (1) ladder is ongoing, and this should be repaired within the month.
- Staff began cleaning and organizing storage areas and the concession stand for the upcoming pool season.
- Re-painting the boundary lines and warning signs around the perimeter of the pool will be completed in April 2025.

Campsite Reservations: 19 **Shelter Rentals:** 2 **Daily Fishing Passes Sold:** 363 **State License:** 19
Boat Registration: 6 **2020 Ford Explorer Mileage:** 6600 **Ford F250 Mileage:** 171663


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

Section 8, Item 8.1

Permit #	Date	Name	Job Address	Permit Use
ZN-25-01	01/06/25	John Lambert	225 E Rice St	Townhome
ZN-25-02	01/06/25	John Lambert	229 E Rice St	Townhome
ZN-25-03	01/06/25	John Lambert	233 E Rice St	Townhome
ZN-25-04	01/06/25	John Lambert	237 E Rice St	Townhome
ZN-25-05	01/06/25	John Lambert	241 E Rice St	Townhome
ZN-25-06	01/09/25	Bernardo Huizar	215 Church St	Residential Addition
ZN-25-07	1/15/25	Sonny Woodward	2220 W A St	Accy Building/Pool House
ZN-25-08	1/27/25	John Lambert	304 Buford Dr	New SFH Duplex
ZN-25-09	1/27/25	John Lambert	306 Buford Dr	New SFH Duplex
ZN-25-10	1/29/25	Nicole Kowalski	1030 Cherry Bark Pl	Fence
ZN-25-11	2/05/25	Craig Sellers	1055 Kimball Road	Fence
ZN-25-12	2/13/25	Tammy Adner	1055 Woodfield Dr	Fence
ZN-25-13	2/13/25	Tammy Adner	1055 Woodfield Dr	Shed
ZN-25-14	2/13/25	Niblock Homes	819 Irish Creek Dr	New Single-Family Home
ZN-25-15	2/26/25	Brian Johnson	1685 S. Main Street	Sign
ZN-25-16	3/6/25	James Godbee	985 Mt. Moriah Church Rd	Garage
ZN-25-17	3/11/25	Rhett Freeman	609 S. Valley Street	Driveway Extension
ZN-25-18	3/12/25	Brian Adner	1055 Woodfield Drive	Driveway Permit
ZN-25-19	3/12/25	Arco	1400 Armstrong Street	Construction Permit
ZN-25-20	3/13/25	Ofelia Sanchez	1705-A S. Main Street	Change of Use/Sign
ZN-25-21	3/13/25	Ultimate Pool Design	920 Tamary Way	Pool
ZN-25-22	3/20/25	The Brook Church	2290 S. US 29 Hwy	Temporary Use
ZN-25-23	3/24/25	Arco	1400 Armstrong Street	Construction Trailer

Application #	Name (surveyor & owner)	Job Address	Type/# of lots	Status FEES PD	Section 8, Item 8.1
SITE-07-21 PLANNER OFFICE (GRAY FILE DRAWER) WAS <u>JOHNSON/WOOD- NEW</u> <u>NAME: VILLAS AT LANDIS</u> RYDER PLACE (11-8-22)	Yarbrough-Williams & Hoyle (Nest Communities, LLC/Johnson Wood Townhomes) FEES PD:	Corner of E. Ryder Ave & Upright Streets Map 109 149 & 133 165	Major Subdivision Duplex, Townhomes, SF	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 1 st submittal POST DEV. PLAN, NCDEQ FORM, DEEDS, USGS MAP, WETLAND DELINEATION	

<p>(CONT.) #07-21 RYDER PLACE</p>				<p>5-24-23 Pre-Construction meeting - **Construction authorized upon completion of fees and several other requirements. 5-30-23 Operation and Maintenance Agreement rec'd 6-6-23 Sent Zoning Permit Application 6-16-23 Stormwater Report From Alley William Carmen & King 7-5-23 Rec'd water system specs. 8-9-23 Stormwater specs reviewed ready for pickup. 8-10-23 stormwater reviews p/up by courier. 12-7-23 Dev. Petition to NCDEQ for w/s regulation exception 1-25-24 issued Willingness to Serve for electricity 2-13-24 Rec'd NCDEQ Auth. For water system 2-20-24 Issued Willingness to Serve water and waste 10/16/24 Met w RF</p>	<p>Section 8, Item 8.1</p>
<p>SITE 11-21 FILE DRAWER NEW NAME: <u>LANDIS APARTMENTS</u></p>	<p>Steve Ross – Dynamic Developers of the Carolinas, LLC Mark Siemieniec- Architect</p>	<p>716 W. Ryder Ave & Mt. Moriah Ch. Rd Map 130b 096</p>	<p>PROPOSED TOWNHOMES APARTMENTS</p>	<p>12-22-21 PAYMENT: \$100 SKETCH PLAN REV. 12-28-21 RF to Engineer, email with comments re sketch plan layout. 2-8-22 R. Flowe mtg w/Developer Engineer 5-16-22DEV. MTG WITH R FLOWE SKTECH PLAT REV. 7-5-22 PAYMENT \$100 FOR 5-16-22 REVIEW 7-15-22 REC'D 2 COPIES OF PRELIMINARY SITE PLAN-Location: floor beside map cage Payment: site plan rev. \$388.25 8-10-22 PL. BD REVWD. PLAN REJECTED. DEV WILL SUBMIT ANOTHER SITE PLAN 10-19-22 rec'd revised plan 11-8-22 OVERVIEW W/PL. BD. 11-16-22 MTG W/FLOWE & MNGR- WILL RE-SUBMIT PLANS NO TRC ON CURRENT PLANS. 12-6-22 REC'D REVISED PLANS. R FLOWE COMMENTED. EMAILED ARCHITECT W/COMMENTS 12-21-22 re-sent email of 12-6-22 to architect/confirmed recpt. 1-3-23 ACTIVE FILE 2-8-23 revised plan sent by email- next step is site dev. Plan rev. 2-28-23 PLAN HARD COPIES REC'D 2-28-23 PAYMENT: \$388.25 site plan rev. 3-2-23 REC'D REVISED SITE PLAN 3-15-23 Revised Site Plan approved- next step-construction plans & review 5-17-23 SC spoke w/Arch. M. SIEMIENIEC- Construction plans to be del today-</p>	

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

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

Section 8, Item8.1

DEV #10-22
LANDIS RIDGE

11-21-23 FUNDS REC'D FOR SITE PLAN REVIEW
11-30-23 WAITING ON CONSTRUCTION PLANS
12-21-23 Rec'd revised Const. plans & all documents
12-21-23 FUNDS REC'D \$36,136 FEES.
1-2-24 DIGITAL FILES REC'D
1-24-24 TRC mtg held – examined plans
2-13-24 Meeting with Developer and Eng. Review of TRC
2-14-24 Address from Rowan Cty GIS for constr.: #619
3-12-24 REC'D REV. CONST. PLANS & CALCS
WAITING ON ENG. REVIEW
3-27-24PRE-CONSTRUCTION MEETING HELD
4-24-24 PERMIT FOR TEMP CONST. OFFICE
5-1-24 PERMIT FOR BLDGS 1A, 1B, & 2
5-8-24 STORMWATER AUTHORIZATION TO PROCEED
6-13-24 rec'd Eng. Water Main report & 2 complete sets of partial revisions to plans.
6-18-24 RF accepted the partial plans
6-20-24 Developer p/up their plan set
6-27-24 Emailed request for Const. Admin Fees
7-9-2024 Site inspection
7-12-24 rec'd Construction Admin fees of \$51,552.00

2023 ALL '23

PROJECTS NOW IN CONSTRUCTION

PHASE

2024

2024

2024

2024

2024

Application/ Site #

Name (surveyor & owner)

Job Address

Type/# of lots

Status, FEES PD

SITE 01-24

DOMINION ENERGY

MT MORIAH CH RD

Gas Line Encroachment

UTILITY – GAS LINE INSTALLATION ON TOWN EASEMENT/ FLOODWAY/FLOODPLAIN
2-7-24 PLANS REC'D
5-2-24 R.O.W PERMIT REQUESTED
5-28-24 REC'D HARD COPY OF PLANS
5-30-24 EMAILS TO INCLUDE PUB. WORKS
6-4-24 REC'D UPDATED PLANS BY EMAIL
7-10-24 Pub.Works working with Dominion Energy on encroachments
7-14-24 Teams Meeting set for 7/30/24 at 10am-canceled

LANDIS DEVELOPMENT PLANS UNDER REVIEW

				8/16 Rqst for encroachments 8/27 Site Plan Review apln submitted, waiting on fee 9/26/24 Permits issued and fees paid 10/24/24 Flood Plain Permit Issued	Section 8, Item 8.1
Rice and Valley	John Suther		Water Line ext, 2 SFH	6/24 Plans rcd. Awaiting Payment 10/8/24 Payment Rcd. 10/10/24 TRC Begins 10/30/24 Plans Approved/Emailed for Pick up	
Landis Shops	John Suther		Truck Repair Facility	6/24 Plans rcd. Awaiting Payment 10/8/24 Payment Rcd. 10/10/24 TRC Begins 10/30/24 Plans Returned/ Emailed for Pick up 1/24/25 Electronic plans sent to Planning Director to go over corrections made.	
Landis Multi-Family	Dynamic Developers John Suther		Multifamily- proposing 15 units	6/24 Plans rcd. Awaiting Payment 10/8/24 Payment Rcd. 10/10/24 TRC Begins 10/30/24 Plans returned to S Ross 1/24/25 Electronic plans sent to Planning Director to go over corrections made 2/18/25- Plans Approved/emailed for pickup	
SITE 02-24	OCAMPO	US 29		2-28-24 ELECTRONIC SITE PLAN REC'D 3-5-24 REC'D \$325 SITE PLAN REV. FEE 4-3-24 Rec'd hard copies of site plan waiting on building elevations. 7-11-24 Rec'd complete site plans with building elevations 7-23-24 Site plan review by RFlowe - 07-24-24messedged Engineer with notes from RFlowe 8-14-24 Review for follow up comments with R Flowe 10/9/2024- Paid for 3 rd Review 10.22.24 Sent email letting them know that they sent us the construction plans, not the plans needed. 10/28/24 Plans Received 10/30/24 Plans Approved/ Picked up	
ZMA ✓	Legendre	627 S Chapel	RMST to CIV	Legislative Hearing 10/14/24 Approved 10/14/2024	

LANDIS DEVELOPMENT PLANS UNDER REVIEW

Recombination plat	Piedmont Design Assoc.	2211 Tully More	2 lots into 1	Paid \$100 on 7-16-24	Section 8, Item 8.1
Exemption, Recombination, annexation 7-15-24 PUB. HRNG ✓	CRETE SOLUTIONS & TWO-TEN PROPERTIES	220 OLD BEATTY FORD RD	COMBINING OF 3 SMALLER LOTS WITH 1 LARGE LOT	ANNEXATION AND RECOMBINATION	
Landis Ridge Phase 2	Ryan Beedle and Jackson Shaw		Industrial Park	<p>10/22/24 SKETCH PLAT REVIEW & CONSULT, sent fee chart</p> <p>10/28/24 Sketch Plan paid \$270, Received site plans emailed for fee</p> <p>10/30/24 Site Plan Review Paid \$530</p> <p>11/19/24 Zoning Compliance Permit- Beacon-\$125, Zoning Site Plan Review – Beacon - \$1355 for a total of \$1480 paid</p> <p>11/25/24 Site Development Plans Approved by Rick Flowe</p> <p>12/20/24 TRC Review Complete</p> <p>1/22/25 TRC Review Comments from Planning Director emailed</p> <p>2/18/25 – Plans were recommended for conditional approval from Planning Board based on Engineers approval of stormwater. The engineer's report was received on 2/25/25 approved.</p> <p>2/24/25- Signed Exempt Plat</p> <p>2/27/25- Received Stormwater Pond 3 Plans for Review</p>	
PLANS IN CONSTRUCTION/ REVIEW					
SITE 02-23 CONCRETE PLANT- NEW OWNERSHIP/ NEW PLANS- ZONING PERMIT ISSUED 5-17-23	William N. West Owner Crete Solutions	220 OLD BEATTY FORD RD	CONCRETE PLANT	<p>04-11-2023 PD \$6,188.83 NEW SITE PLANS, STORMWATER, CALCS.</p> <p>4-26-23 RF review & staff rev. complete comments on plans</p> <p>4-27-23 Owner/Dev. Bill West p/upset w/comments.</p> <p>5-9-23 Rec'd partial set of plans- advised need complete sets.</p> <p>5-10-23 rec'd 2 complete sets of plans w/revisions</p> <p>5-17-23 R. Flowe to Developer West, plan set – scale is off.</p> <p>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.</p>	

			ANNEX REQ. FOR 7-15-24 PUB. HRNG	Site work active. 3-27-24 POSSIBLE SITE REVISION 4-3-24 REVISED SITE PLAN \$525 PD 5-10-24 Request ANNEXATION AND RECOMB. FOR 7-15-24 HRG 6-11-24 RF conducted site inspection
SITE 01-23 BYRNE PROP KIMBALL RD PERMIT ISSUED 11-30-23	SHANNON SPARKS SURVEYOR BYRNE PROP. INC	KIMBALL ROAD MAP 123B 115	TOWNHOMES 9 PROPOSED 9-11-23 BD ALD APPROVED DEV. AGREEMENT	2-2-23 SKETCH PLAT REVIEW & CONSULT 2-2-23 PD \$245 SKETCH PLAT REV. & CONSULT 4-13-23 PD \$1085 FOR SITE PLAN REVIEW 4-26-23 Plans Reviewed by RF- approved. TRC & PL BD. (JUNE 21,2023) 6-27-23 owner paid for all tap fees \$45,000 6-29-23 rec'd updated plans 8-1-23 rec'd revised plan 8-8-23 Pl. Bd to review Dev. Agreement for Kimball Landing 9-11-23 BD ALD. Pub. Hearing for Dev. Agreement- APPROVED 9-27-23 DEV. AGREEMENT SIGNATURE BY DEV. 10-18-23 CONSTR. PLANS REC'D. 10-18-23 PAYMENT OF \$325PARTIAL CONSTR PLAN REVW 10-18-23 PAYMENT OF \$680 (8 TWNHMS- zoning permit) 10-19-23 RFLOWE REVIEWED. NEED UPDATED BUILDING ELEVATIONS TO CURRENT PLAN. 10-24-23 DEVELOPER AWARE OF PLANS NEEDED. 10-26-23 UPDATE CONST. PLANS REC'D 10-26-23 PAYMENT OF \$627- REMAINDER OF CONST REVW FEES PD. 11-29-23 PRE-CONST MTG 11-29-23 PLANS APPROVED FOR CONSTRUCTION 11-30-23 PERMIT ISSUED FOR SITE WORK 3-13-24 BUILDING BEGINNING

SITE DEV 04-22 RICE RD TOWNHOMES PERMIT ISSUED 12-28-22FOR SITE DEV.	JOURNEY CAPITAL, LLC ANDREW WALTZ 704- 453-2700 RICE RD TOWNHOMES ACTIVE FOR REVIEWS	221 E RICE STREET	TOWNHOMES	1-12-22 MTG R FLOWE PAYMENTS: 5-11-22: \$325, 5-17-22: \$1,812 6-21-22 TRC MTG TO REVIEW PLAN- Location: IN map cage 8-10-22 PL. BD REV. -DEV/ENGINEER NEED TO MEET TO DISCUSS WITH R FLOWE 9-1-22 MTG W/FLOWE NEXT STEP: SUBMITTAL OF REVISED SITE 11-3-22 REVISED PLANS REC'D 11-8-22 PL BD OVERVIEW
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#04-22 RICE ST. TWNHMS
CONT.

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

Rice Street TWNHMS Cont.				<p>11-20-23 application submitted with NCDEQ</p> <p>11-21-23 REC'D \$350 FINAL PLAT FEE</p> <p>12-5-23 final plat rec'd</p> <p>12-13-23 NOTICE OF VIOLATION (NCDEQ REQ.)</p> <p>12-21-23 Rec'd Subdivision Bond copy</p> <p>2-7-24 REC'D PERMIT FEES FOR 10 TWNHOMS (10X\$50</p> <p>2-8-24PER UNIT FEES PD FOR 10 TWNHMS (10 X \$35)</p> <p>2-8-24 PERMIT ISSUED FOR 5 TWNHMS</p> <p>2-14-24 Rec'd NCDEQ permit to construct water system.</p> <p>2-14-24 Rec'd NCDEQ water system approval</p> <p>2-21-24 NCDEQ permit to construct wastewater system.</p> <p>3-27-24 VIOLATION NOTICE TO DEVELOPER \$9,654.66</p> <p>4-29-24 SEWER CERT REQUEST</p> <p>12-27-24 \$4,254.66 Violation Paid</p> <p>1-6-25 Zoning Compliance Permits Paid for Lots- 7,8,9,10 and 11 \$170 each</p> <p>2-22-25 Certificate of Completion for 207 – 219 – Certificate of Occupancy/Compliance issued</p>
W. Garden Race Shop				<p>11-19-24 Paid Sketch Plan Review \$270 & Site Plan Review \$530 – CESI</p> <p>12-20-24 TRC Review Complete</p>
ZMA	Coldwater Street		CIV to SFR-2	12-9-24 Approved



Department Report

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Matthew Geelen, Police Chief

ITEM TYPE: Report

AGENDA SECTION: Departmental Report

SUBJECT:

DETAILS:

Total Calls for Service (Including Self-Initiated Calls) – 1,031

Self-Initiated Calls – 927

Calls for Service – 93

Traffic Stops - 94

Traffic Accidents - 4

Vehicle Mileage:

LPD-081: 147,444	LPD-173: 94,690	LPD-212: 29,478
LPD-101: 108,252	LPD-174: 83,073	LPD-232: 12,918
LPD-151: 78,122	LPD-175: 86,073	LPD-233: 11,125
LPD-161: 78,600	LPD-176: 81,304	
LPD-171: 82,823	LPD-177: 95,134	



Item Cover Page

MEETING TYPE: Board of Alderman
DATE: April 14, 2025
SUBMITTED BY: Blake Abernathy, Public Works Director
ITEM TYPE: Report
AGENDA SECTION: Department Reports
SUBJECT: Monthly Reports

DETAILS:

PUBLIC WORKS MONTHLY REPORT

Water/Sewer Department	
Work Orders Completed	60
Start Services	23
Stop Services	6
Disconnects	8
Outages	17
Meter/MXU Change Outs	3
Sewer Lift Station Checks	40
Hydrant Routes (Water Quality Flushing)	20
Water Pump Station Checks	20

Stormwater Department	
Work Orders Completed	2
Preventative Maintenance (e.g. Ditch Cleaning, Culvert Jetting, etc.)	5

Street Department	
Work Orders Completed	30
Rowan County Dump Runs	7
Bulk Trash/Debris Routes	8

Electric Department	
Work Orders Completed	106
Start Services	42
Stop Services	11
Disconnects	45
New Temp Services	5
Street/Security Lights Install/Repair	17
Pole Repair/Replace	14
Outages:	
Environmental	0
Load Demand	5
Vehicle Collision	1
Total Outages	6

Reporting Made By	
Go Gov	1
Walk In	54
Phone Call	113



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Carly Loflin, UB/AR Coordinator

ITEM TYPE: Report

AGENDA SECTION: Department Reports

SUBJECT: Monthly Report

DETAILS:

Utility Services Monthly Report

CASH PAYMENTS	401
CREDIT CARD PAYMENTS	1471
CHECK PAYMENTS	1269
BANK DRAFT PAYMENTS	480
DISCONNECTIONS	53
AMI ELECTRICAL METERS	3320
REMAINING MANUAL METERS	26
WATER METERS	2231
CUSTOMER USAGE PORTAL	519



Item Cover Page

MEETING TYPE: Board of Alderman

DATE: April 14, 2025

SUBMITTED BY: Michael D. Ambrose, Town Manager

ITEM TYPE: Report

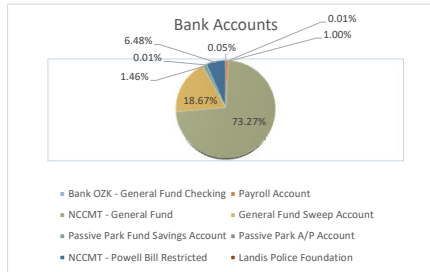
AGENDA SECTION: Reports

SUBJECT: Monthly Financial Dashboard

DETAILS:



Operating Budget Revenues	Budgeted FY25	March	FY25 YTD	%
Property Tax - Current	2,175,104	\$28,253	\$2,127,562	98%
Tax Collection - Prior Years	45,000	\$634	\$49,756	111%
Vehicle Interest	1,500	\$237	\$1,547	103%
Interest and Penalties	10,000	\$1,051	\$12,999	100%
Property Tax Auto - Current	228,595	\$24,849	\$185,814	81%
Vehicle Tag Fee	65,000	\$6,400	\$52,820	81%
Building Rental Fees	7,200	\$575	\$8,150	113%
Sponsorships	1,500	\$0	\$0	0%
Interest on Investments	190,000	\$20,414	\$176,262	93%
Interest on Investments - Powell Bill	35,000	\$0	\$6,143	0%
Police Fees & Fines	850	\$92	\$368	43%
First Responder	1,500	\$0	\$3,080	205%
Grant Received	19,680	\$38,896	\$69,329	0%
Excise Tax on Piped Gas	11,000	\$1,934	\$2,471	22%
Franchise Tax on Electric PO	292,927	\$75,192	\$252,794	86%
Sales Tax on Telecommunications	7,931	\$2,154	\$4,527	57%
Sales Tax on Video Programming	9,346	\$2,120	\$4,496	48%
Local Government Sales & Use Tax	910,000	\$129,106	\$1,042,553	115%
Powell Bill Revenues	150,000	\$0	\$144,775	97%
ABC Revenue - County	14,000	\$0	\$12,388	88%
Court Cost	200	\$86	\$888	100%
Sales Tax Refund	70,000	\$0	\$0	100%
Planning/Zoning Fees	75,000	\$685	\$73,854	98%
Code Enforcement Clean-up	-	\$0	\$296	100%
Garbage Collection Fees	340,000	\$31,368	\$250,104	74%
Resource Officer Reimburse	170,000	\$0	\$184,050	108%
EMS Utility Reimbursement	5,000	\$685	\$2,140	43%
ABC Profits - State	15,000	\$0	\$0	100%
Solid Waste Disposal Tax	3,100	\$0	\$2,249	100%
East Landis Property Tax	32,000	\$493	\$35,957	112%
St Utilities Coll County	-	\$0	\$383	100%
East Landis Tax - Prior Years	200	\$0	\$0	0%
East Landis Penalties and Interest	1,500	\$31	\$1,277	85%
East Landis - Motor Vehicles	4,500	\$498	\$4,068	90%
Debt Setoff	100	\$0	\$0	100%
Police Service Reimbursement	-	\$360	\$4,714	100%
Fire Service Reimbursement	-	\$135	\$405	0%
Insurance Proceeds	45,497	\$0	\$10,568	0%
Sale of Fixed & Surplus Assets	50,000	\$0	\$76,450	100%
Rowan Municipal Association	2,000	\$0	\$1,464	73%
Fund Balance Appropriated	1,132,847	\$0	\$0	0%
Administrative Service Charges	797,422	\$0	\$199,356	25%
Park Revenues	155,900	\$7,033	\$104,913	67%
Water Service	1,130,000	\$95,401	\$779,973	69%
East Landis Water	50,000	\$0	\$0	0%
Reconnect Fees	-	\$4,200	\$23,025	100%
Water Tap Access Fee	-	\$0	\$4,704	100%
Interest on Investments	84,000	\$2,610	\$25,357	30%
Miscellaneous Income	-	\$0	\$6,155	0%
Tap Fees - Water	50,000	\$672	\$18,793	38%
Grant - Water	5,654,870	\$157,650	\$157,650	0%
Planning Review Fees	-	\$0	\$40,700	0%
Debt Setoff	5,000	\$0	\$0	0%
Fund Balance Appropriated	70,375	\$0	\$0	0%
Sewer Service Fees	1,024,000	\$90,608	\$692,548	68%
Sewer Impact Fees	15,000	\$0	\$8,904	59%
Interest on Investments	-	\$2,610	\$25,344	100%
Tap Fees	35,000	\$0	\$17,103	49%
Grant Received-Sewer	2,703,131	\$0	\$613,450	23%
Fund Balance Appropriated	56,438	\$0	\$0	0%
Stormwater Fees	115,000	\$9,850	\$79,180	69%
Interest on Investments - Stormwater	2,000	\$167	\$1,800	100%
Planning/Zoning Fees	-	\$0	\$44,201	100%
Fund Balance Appropriated	3,147	\$0	\$0	100%
Electricity Fees	6,095,000	\$589,807	\$4,344,232	71%
Penalties - Electric	100,000	\$10,287	\$65,449	100%
Reconnect Fees	40,000	-\$225	\$12,150	30%
Meter Tampering Fees	1,000	\$0	\$400	0%
Pole Attachments	500	\$0	\$11,041	100%
Interest on Investments - Electric	70,000	\$5,628	\$55,140	79%
Miscellaneous Income	1,000	\$0	\$10,880	100%
Underground Service	400	\$0	\$0	0%
Payment Return Fees	3,000	\$0	\$1,330	44%
Debt Setoff	3,000	\$0	\$3,273	100%
Sale of Surplus Assets - Electric	8,000	\$0	\$0	0%
Vendor Reimbursement	982,979	\$0	\$983,123	0%
RE Appropriated - Electric	331,172	\$0	\$0	0%
	25,710,411	\$1,342,546	\$13,136,875	51%



Bank Balances		
Bank OZK - General Fund Checking	\$1,000	0.01%
Payroll Account	\$963	1.00%
NCCMT - General Fund	\$9,914,918	75.16%
General Fund Sweep Account	\$2,252,499	17.08%
Passive Park Fund Savings Account	\$186,510	1.41%
Passive Park A/P Account	\$1,000	0.01%
NCCMT - Powell Bill Restricted	\$827,972	6.28%
Landis Police Foundation	\$6,410	0.05%
TOTAL	13,191,273	100%

Operating Budget Expenditures	Budgeted FY24/25	March	FY24/25 YTD	%
Administration	\$1,425,529	\$84,770.50	\$902,067.11	63%
Police Department	\$1,688,674	\$102,613.17	\$1,071,482.99	63%
Fire Department	\$1,493,496	\$73,365.04	\$1,122,746.26	75%
Streets Department	\$1,529,213	\$50,603.41	\$611,824.24	40%
Sanitation Department	\$310,000	\$36,563.99	\$193,813.05	63%
Parks and Recreation	\$569,462	\$62,570.56	\$396,345.58	70%
Electric Department	\$7,636,051	\$443,302.99	\$3,518,408.47	46%
Water Department	\$6,673,382	\$339,514.40	\$1,279,227.86	19%
Sewer Department	\$3,905,432	\$100,563.53	\$1,088,933.83	28%
Storm Water Department	\$120,147	\$2,118.78	\$30,188.87	25%
Debt Service - Municipal Loan/Copiers	\$60,025	\$1,672.32	\$56,192.29	94%
Debt Svc-USDA Bonds/Sewer Eq/Srf Loan	\$299,000	\$0.00	\$55,228.91	18%
Total Expenditures	\$25,710,411	\$1,297,659	\$10,326,459	40%

Landis Police Foundation	Balance \$6,409	Allocated	Received/Expensed March 2025	FY25
Revenues - Sponsorships & Interest			\$0	\$12,414
Expenditures			\$0	\$12,226
Passive Park Fund	Balance \$187,105	Allocated	Received/Expensed March 2025	FY25
Revenues - Sponsorships & Interest				\$8,297
Expenditures				\$15,200
Groundbreaking Ceremony Expenses		\$4,285	\$715	
		\$4,285	\$715	
Downtown Revitalization Grant (Project #25-6)	Completed	Allocated	Received	TOTAL
Revenues			\$100,000	100,000.00
Expenditures		Allocated	Expensed	Completed
Globes and new light bulbs for Central Avenue			\$12,370	\$12,370
Landscaping (Project#s 25-10, 25-11, 25-12, 25-13, and 25-38)			\$65,691	\$65,691
Repair on Town Crier Clock			\$9,084	\$9,084
Christmas Banners			\$2,626	\$2,626
Banners for all Seasons			\$10,229	\$10,229
Totals		\$0	\$100,000	\$100,000

Powell Bill	Balance \$282,916	March 2025	FY25
Revenues		\$0	\$144,775
Expenditures	Allocated	Expensed	Completed
Rent Street Sweeper		\$3,400	\$3,400
Sidewalk Project (project #25-28)		\$51,750	\$51,750
Traffic Directional/Speed Signs		\$4,149	\$4,149
Stormwater Repair (Jefferson St / Airport Rd)		\$6,358	\$6,358
Rent Street Sweeper - Christmas Season		\$4,375	\$4,375
Road Closure on E Mills Drive		\$844	\$844
Curb and Gutter Concrete Replacement - Woodfield Drive		\$3,175	\$3,175
Traffic Directional/Speed Signs		\$158	\$158
Paving	\$217,233	\$0	\$0
Totals	\$0	\$74,209	\$74,209



Town Manager Report Month of March 2025

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

1. Park Staff and Department Heads are gearing up for Love Landis Week. This will consist of small events every day during the week, and we encourage everyone to come be apart of the activities for that week.
2. The Groundbreaking Event for the DC and Frances Linn Community Park will be held May 2, 2025, from Noon – 2pm at 116 N Central Avenue Landis, NC 28088.
3. Staff have reached out to the Hayes Foundation, and Cannon Foundation for more support on the phases of the DC and Frances Linn Park Project. If approved, this funding would help create the sidewalks needed within the park, and the children's play area.
4. The Round-A-Bout Project on Cannon Farm Road/Mt Moriah Church Road/NC 153 will commence on April 21, 2025. The contractors for the NC DOT on the project do not anticipate traffic being impacted at first; however, there will be lane and road closures soon.
5. Town Staff and I have been working with FEMA to secure our reimbursement funds from the 2023 Tornado Event, Tropical Storm Debby, and Hurricane Helene damages. This process is still ongoing, and will take some time; however, the town will be able to recover most of the damage these storms caused.
6. The Town's Wayfinding Sign Project is finally moving forward. This project was funded and executed by Rowan County Tourism, and town staff are excited to see this project come to fruition. The Town appreciates Rowan County Tourism's partnership to make the signage a reality. Rowan Tourism is expected to give an update on the project at the April 10, 2025, Board Of Aldermen Work Session.
7. The Town's 2024 paving contract is behind schedule (according to the contractor) however it should be completed in the Summer/Fall of 2025. We will post the affected roadways on our website, and social media outlets around that timeframe, so citizens will be aware of any detours.
8. Town Staff are requesting approval to apply for the Spring 2025 round of NCDEQ grant and/or state low interest loan funding for two new water tanks, one in East Landis, and one for the south end. These water tanks are recommended by our Water Resources Engineers at Municipal Engineering, to increase water flows on the East Landis side of town for fire protection, and increase water quality, and fire flows, for the new Irish Creek Phase 2 development on the south end of town.

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

Thank you,
Michael D. Ambrose

2025 APRIL



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 MARCH	31	1	2	3	4 Downtown Cruise-In 5-9PM	5
6	7	8 DCFL Park Committee Meeting: 6:00PM	9	10 Board of Aldermen Work Session Meeting: 5:30PM	11	12 Easter Eggstravaganza 10AM-12PM @ N. Central Ave.
13	14 Board of Aldermen Regular Scheduled Meeting: 6:00PM	15 Planning Board Meeting: 6:00PM	16 Budget Retreat 9AM-12PM	17	18 Town Offices Closed in observance of Good Friday	19
20 Easter Sunday	21	22	23	24	25	26
27	28 DCFL Park Committee Meeting: 6:00PM	29	30	1	2	3
4	5	6 MAY	7	8	9	10

NOTE

UPCOMING

NOV 26

CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT

DEC 14

CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE

APR 04

DOWNTOWN CAR CRUISE-IN BEGINS*

APR 12

EASTER EGG-STRAVAGANZA

AUG 5

NATIONAL NIGHT OUT

SEPT 12

TOUCH A TRUCK EVENT

OCT 25

FALL FESTIVAL AND TRUNK OR TREAT

NOV 25

CHRISTMAS PARADE AND DOWNTOWN TREE LIGHTING EVENT

DEC 13

CAMPFIRE CHRISTMAS WITH SANTA BY THE LAKE

FOR MORE INFORMATION VISIT

WWW.TOWNOFLANDISNC.GOV

2025 MAY



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 APRIL	28	29	30	1	2 DCFL Park Groundbreaking 12PM Downtown Cruise-In 5-9PM	3
4	5 Fireman Funday N. Central Ave 4-6 PM	6 Pizza With Public Works N. Central Ave 4-6 PM	7 Businesses with Badges Central Ave 4-6 PM	8 Talk with Town Hall 312 S. Main St 4:30-5:30 PM Board of Aldermen Work Session Meeting: 5:30PM	9 Kids Fish Free Friday Lake Corriher Park 4-6 PM	10 Shred it Event @ Town Hall 10:00AM-1:00PM
11 Mothers Day	12 Board of Aldermen Regular Scheduled Meeting: 6:00PM	13	14	15	16	17
18	19	20 Planning Board Meeting: 6:00PM	21	22	23	24
25	26 Town Offices Closed in observance of Memorial Day	27	28	29	30	31
1 JUNE	2	3	4	5	6	7

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