TOWN OF CLEVELAND
NORTH CAROLINA

Telephone: (704) 278-4777 Fax: (704) 278-0078

TOWN BOARD MEETING
FEBRUARY 10, 2025 – 6:00 P.M.
AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. PUBLIC COMMENT SESSION (3 MINUTES EACH) – LIMITED TO THOSE WHO HAVE SIGNED UP TO SPEAK- LIMIT OF 4 PEOPLE
5. ANNOUNCEMENTS
6. CONSENT AGENDA

- APPROVE MINUTES OF THE REGULAR MEETING ON JANUARY 13, 2025
- APPROVE MINUTES OF THE CLOSED SESSION ON JANUARY 13, 2025
- APPROVE MINUTES OF THE SPECIAL MEETING ON FEBRUARY 4, 2025
- CERTIFICATION POLICY

7. PUBLIC HEARING (FOR SITE PLAN REVIEW AT KESLER RD)
8. SET PUBLIC HEARING (TEXT AMENDMENT)
9. US SMALL BUSINESS ADMINISTRATION
10. MYERS STREET
11. URBAN ARCHERY 2026
12. MIMOSA STREET SURVEY
13. FIRE DEPARTMENT CONTRACT
14. FIRE DEPARTMENT 2ND INSTALLMENT
15. GRANT WRITING
16. ROWAN COUNTY CHAMBER PIP INV
17. WESTERN NC DROP-OFF
18. BANK DRAFT
19. INFRASTRUCTURE SOLUTIONS GROUP INC
20. TIM JOHNSON LANDSCAPING CONTRACT
21. IAM GIS CONTRACT

22. GOPHER UTILITIES INV
23. SPINNAKER QUOTE
24. COMMISSIONERS REPORTS
25. OTHER NEW OR UNFINISHED BUSINESS
26. ADJOURN

December 30, 2024
Planning Board Meeting

TO: Board Members

FROM: Kelly Rodgers, Town Clerk & Zoning Administrator

SUBJECT: **SPR123024 Site Plan Review** Request by Joe Leszczynski to approve the site plan to build lean-tos. The property is located at 725 Kesler Rd and is further identified as Rowan County Parcel Number 270 109 total approximately 15.04 acres.

A. Actions Requested by Planning Board Members

Motion to recommend approval or denial of a site plan. The Planning Board shall advise on whether the proposed site plan is consistent with the Town of Cleveland's adopted zoning ordinance.

B. Required Votes to Pass Requested Action

A recommendation to the Town Board of approval or denial is required from the Planning Board. A simple majority is needed to approve site plan.

C. Background

Property is zoned Heavy Industrial District (M2), the use is permitted. Joe Leszczynski submitted the site plan to place additional lean-tos.

D. Considerations

The Planning Board may consider the following questions, at a minimum, in reviewing an application for a site plan review:

Section 10. Thoroughfare Corridor Overlay District Plan

All development within the TCO District shall require submittal of a site plan. The site plan shall contain information as provided in ARTICLE XI (10.1) *(amended 12-14-09)*

Buffer Strip Required

1. One-hundred (100) foot wide buffer strip from and parallel to the right-of-way boundary of US 70, shall be maintained on all property in the TCO developed or expanded after January 13, 1997. The Board of Commissioners may reduce the required width of this buffer strip as part of its approval of the site plan, taking into consideration the topography of the area, traffic volumes for the designated thoroughfare, surrounding land uses, existing land uses, the size of the parcels affected by the buffer, and whether the buffer requirement would render the property unusable. In reducing the buffer requirement, the Board shall ensure that the applicant will provide appropriate landscaping meeting the requirements. In no event however shall the Board reduce the required width of the buffer strip to less than thirty (30) feet. *(amended 12-14-09)*

2. Within the required buffer strip, maintenance of the existing trees and shrubs shall be required at a minimum a Grade 1, buffer or equivalent natural vegetation shall be required. *(amended 12-14-09)*

Variances

The Board of Adjustment shall not grant a variance which modifies the width of the buffer required or modifies the amount or type of vegetation required by the Board under this Section.

Public Hearing Required

Prior to Town Board action on a site plan required by this article a public hearing shall be required. Notice of said public hearing shall be as follows. *(amended 12-14-09)*

1. At least one (1) notice shall be conspicuously posted on the subject property at least ten (10) days prior to the public hearing. Such notice shall state the nature of the public hearing and the date, time and location at which it is to be held. The notice shall be removed only after the public hearing has been held.

2. A notice of the public hearing shall be sent by first class mail by the Zoning Administrator to the applicant and to all contiguous property owners at least ten (10) days prior to the public hearing.

Planning Board Review and Recommendation

The Planning Board shall have 35 days to review the required site plan. The recommendation from the planning Board shall be one of the following:

A. Approve the plan as submitted
B. Approve the plan with fair and reasonable conditions
C. Disapprove the plan *(amended 12-14-09)*

Board of Commissioners Action *(amended 12-14-09)*

The Board of Commissioners shall render a decision on the site plan within 45 days of receiving a complete application. The Board in rendering a final decision may

A. Approve the plan as submitted
B. Approve the plan with fair and reasonable conditions
C. Disapprove the plan

If the site plan is approved with conditions, such conditions shall relate to the relationship of the proposed use with the surrounding property, proposed support facilities such as parking areas, driveways, pedestrian and vehicular circulation systems, screening, landscaping, and other matters deemed appropriate by the Board. Conditions for approval may include dedication of right of ways or easements for water and sewer, streets or any other public utilities deemed necessary to serve the proposed development. The applicant shall be provided an opportunity to respond to proposed conditions. In no case shall the conditions be less restrictive than those that would otherwise pertain to that particular development found elsewhere in the ordinance.

Notice of Decision

If disapproved the applicant shall be notified of the disapproval within seven (7) days via first class mail. Reasons for the disapproval shall be listed in the letter.

F. Attachments

1. Site plan Review Application

G. Courses of Action

The Planning Board chose to approve the site plan.

TOWN OF CLEVELAND
STATE OF NORTH CAROLINA

CASE NUMBER SPR123024
MEETING DATE 12/30/24

APPLICATION FOR A SITE PLAN REVIEW

I, the undersigned, do hereby respectfully make application for your review of my site plan concerning the property listed below:

PROPERTY INFORMATION:

Owners Name: Joe Leszczynski Phone #: 704-659-5143 704-420-4836

Property Address: 725 Kesler Road, Cleveland, NC 27013

Tax Map #: 270 Parcel #: 109 Zoning: _____

Is the applicant also the property owner? (Yes) No

APPLICANT INFORMATION:

Name: Joe Leszczynski Phone #: 704-659-5143 704-420-4836

Address: 725 Kesler Road, Cleveland, NC 27013

Signature: Joe Leszczynski

****

Print below the complete names and addresses (including zip code and tax map and parcel number) of owners of adjourning properties and property directly across the street from the property for which a variance is requested. You may attach additional pages if necessary.

114 Crossbowler Mooresville 28117

These persons will be notified in writing of the time and place of the hearing.

1. Elizabeth Spillman
995 Kesler Rd Cleveland NC 27013
273-005

2. Elizabeth Spillman
995 Kesler Rd Cleveland NC 27013
273-005

3. Kenneth Allison
9820 Statesville Blvd Cleveland NC 27013
270-059

Tri-Allen 7920 Statesville Blvd Salis-28147

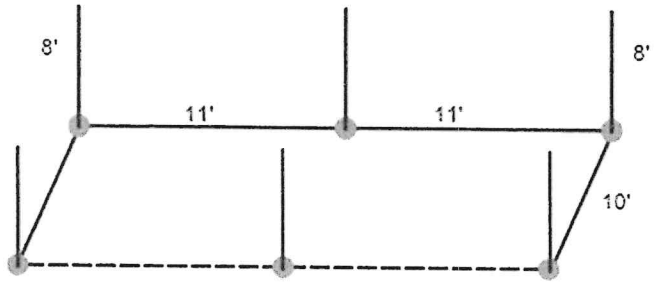
4. Danny Nail
9960 Statesville Blvd Cleveland NC 27013
270-119

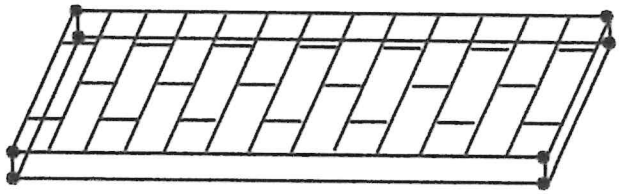
230 Cherokee Ln Salis-28147

5. William & Linda Kesler
0 Kesler Rd Cleveland NC 27013
270-040

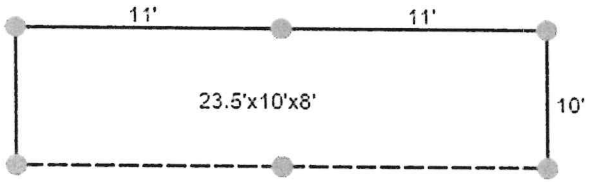
707 Confederate Ave. Salis. 28144

6. _____





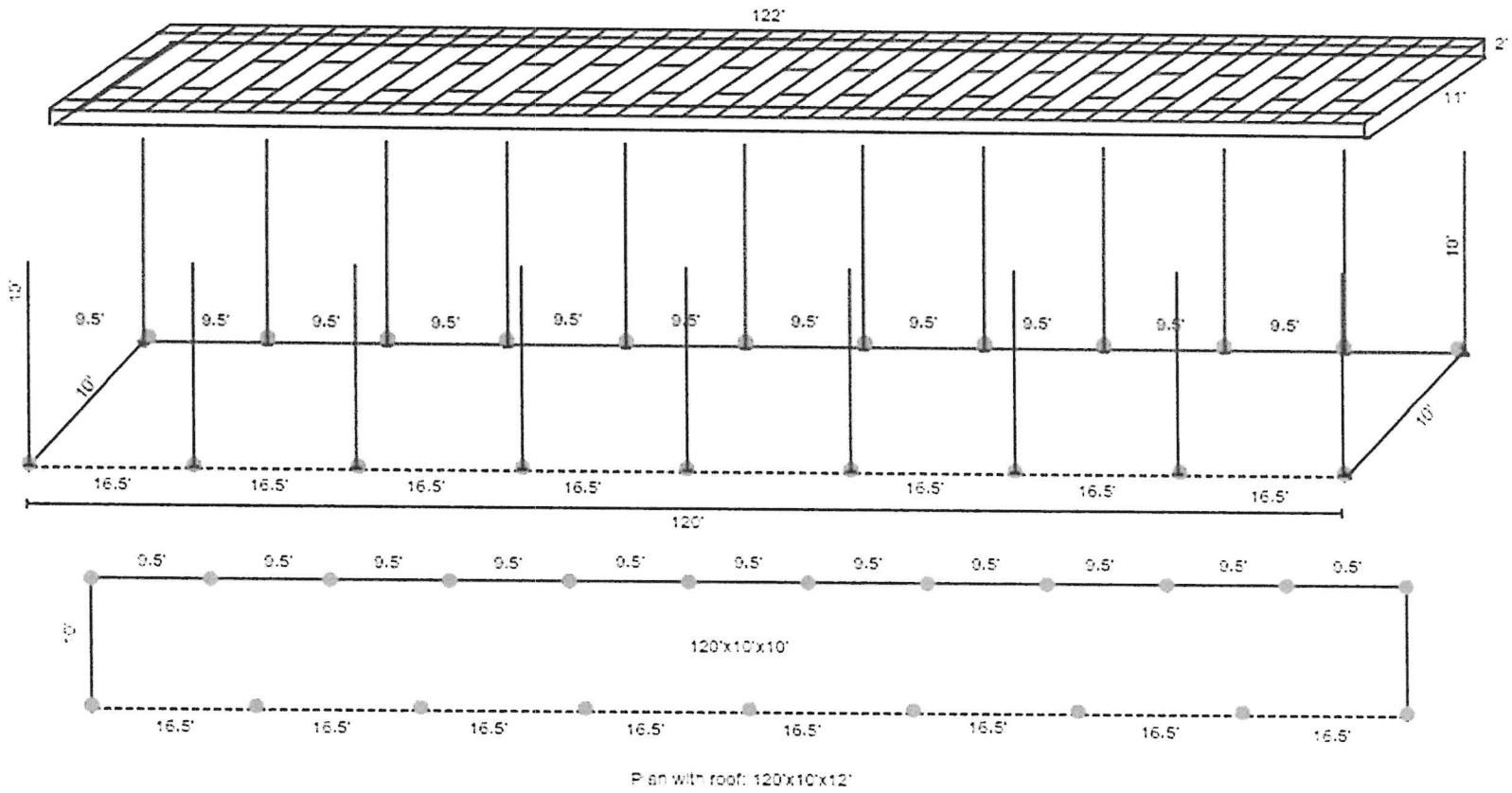
Plan with roof: 23.5'x10'x10'



● Represents placement of post & concrete stabilizer

All posts height listed do not include underground depth. All posts dug 4' deep
Poles are 6"x6"x12'

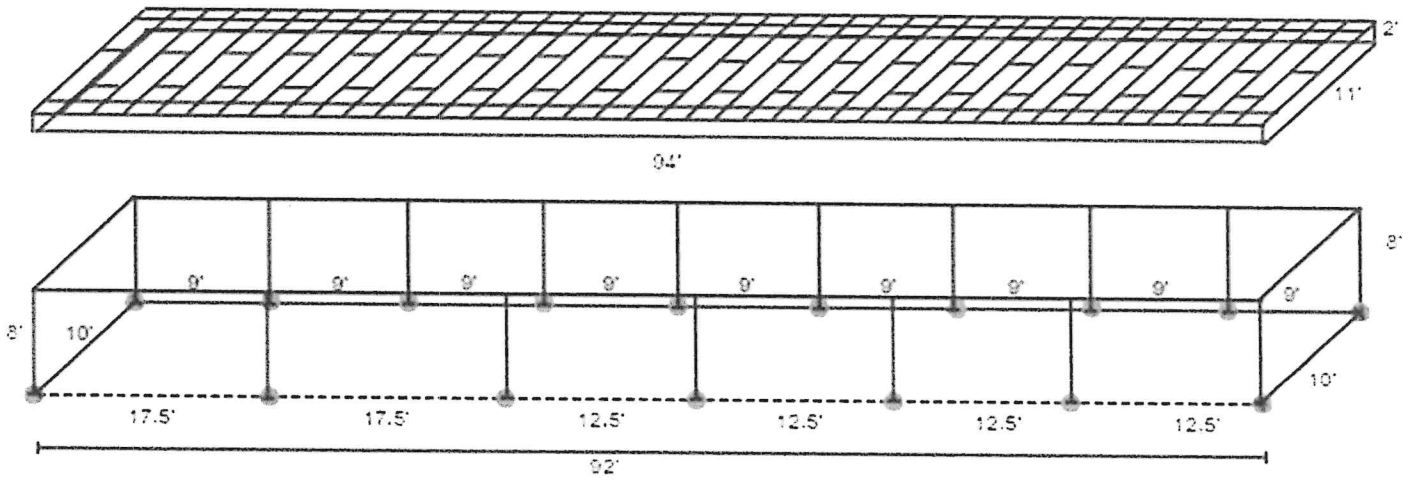
Roof structure adds 2' in height



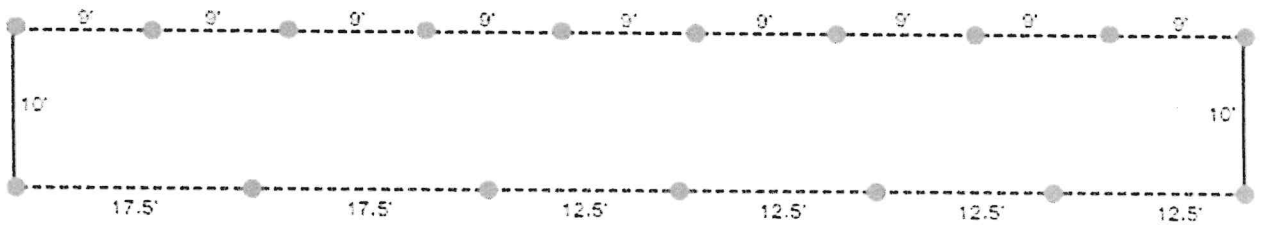
Plan with roof: 120'x10'x12'

● Represents placement of post & concrete stabilizer

All posts height listed do not include underground depth. All posts dug 4' deep
Poles are 6"x6"x14'
Roof structure adds 2' in height
Grey shading represents planned to be built walls



Existing Structure



● Represents placement of post & concrete stabilizer

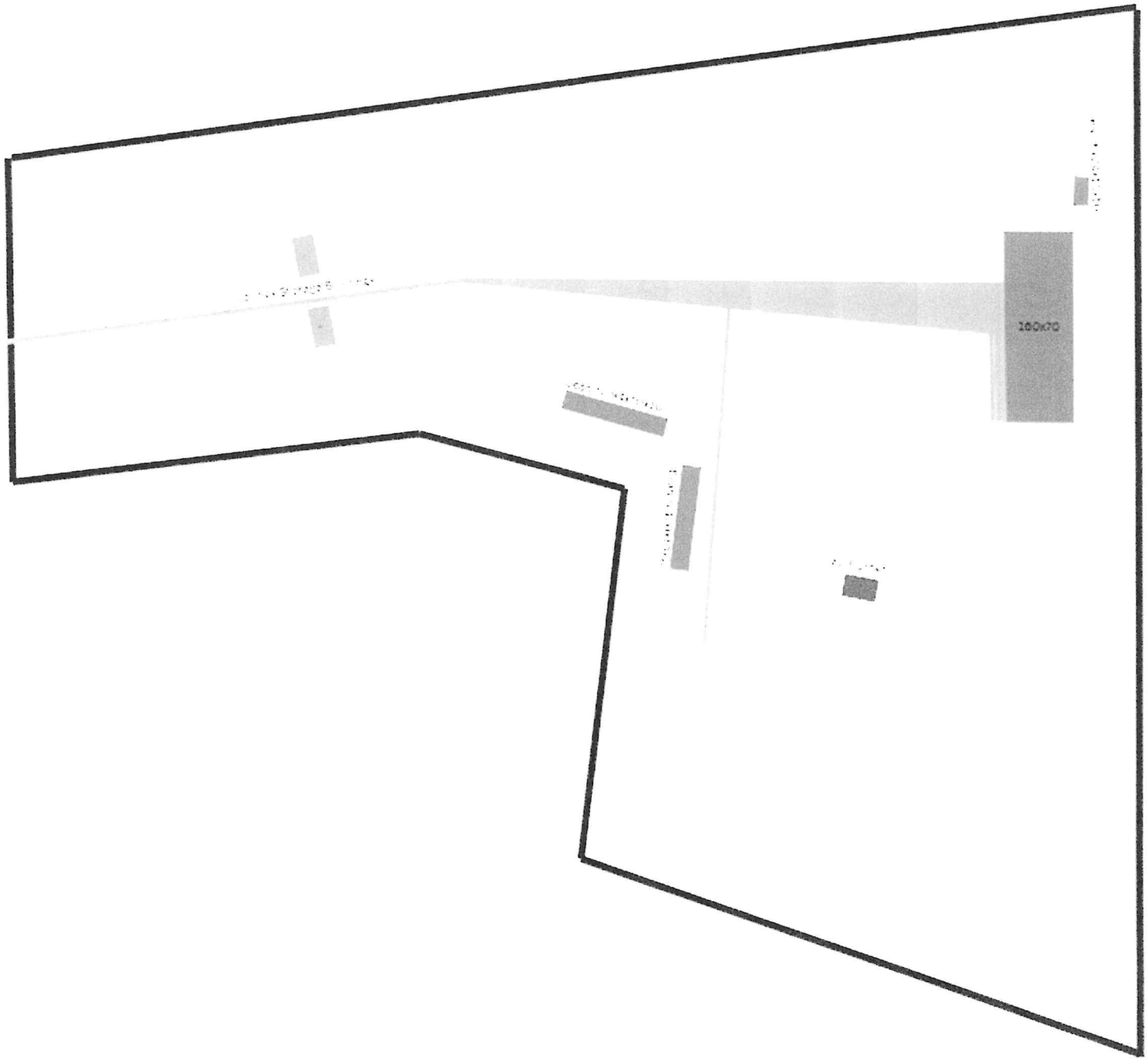
All posts height listed do not include underground depth. All posts dug 4' deep
Poles are 9" in diameter

Lean-to without Roof Measurements: 92'x10'x10

Lean-to Roof Measurements 94'x11'x2

Roof structure composed of 2x4s & 2x6s
Grey shading represents side walls

Tar Heel Materials & Handling LLC
Site Map for Property: 725 Kesler Rd, Cleveland NC 27013
Parcel: 270-109



Cleveland Planning Board Meeting

January 27th, 2025

The Planning Board Meeting was called to order by Chairman Bryan Little at 5:58 p.m. Members present are ETJ Chip Adkins and Grayson Phillips. Town members are Gaye Shelton, James Brown Jr and Bryan Little. Also present was Zoning Administrator Kelly Rodgers. Absent was ETJ member Leslie Smith and Town member John Brown.

Agenda Item 2 – Minutes stand.

Agenda Item 3 – Text Amendment to Chapter 43.16. Replace Current verbiage with: "*It shall be unlawful within any Town-owned or Town-maintained Park, playground, green space, recreation facility, sports facility, recreation area or other similar area maintained by the Town for social recreation use for any person to smoke, vape or use tobacco or nicotine products, including but not limited to smokeless tobacco products.*

"Tobacco Product" Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed or, ingested by any other means, or any component part or accessory of a tobacco product including but not limited to cigarettes; cigars; little cigars; cheroots; stogies; periques; granulated, plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cutting and sweepings of tobacco; and other kinds and forms of tobacco; e-cigarettes and vape products. Penalty, see § 10.99."

Motion to adjourn meeting, all in favor – yes. The meeting was adjourned at 6:20 pm.

Kelly Rodgers

From: Burgess, Delvonnie <Delvonnie.Burgess@sba.gov>
Sent: Tuesday, February 4, 2025 3:20 PM
To: Kelly Rodgers
Subject: Helene Disaster Extension

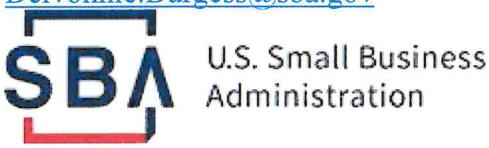
You don't often get email from delvonnie.burgess@sba.gov. Learn why this is important

Good afternoon,

Thank you for taking my call. I would like to present an updated information to the Commissioners reference Helene disaster extension. Please confirm for me to attend the meeting held on Monday, February 10, 2025 at 6pm.

Best regards,

Delvonnie M. Burgess
Public Affairs Specialist
Office of Disaster Recovery and Resilience
Field Operations Center East
U.S. Small Business Administration
(703) 740-7164
Delvonnie.Burgess@sba.gov



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Town of CLEVELAND NC
Connecting & Creating
Always original.™

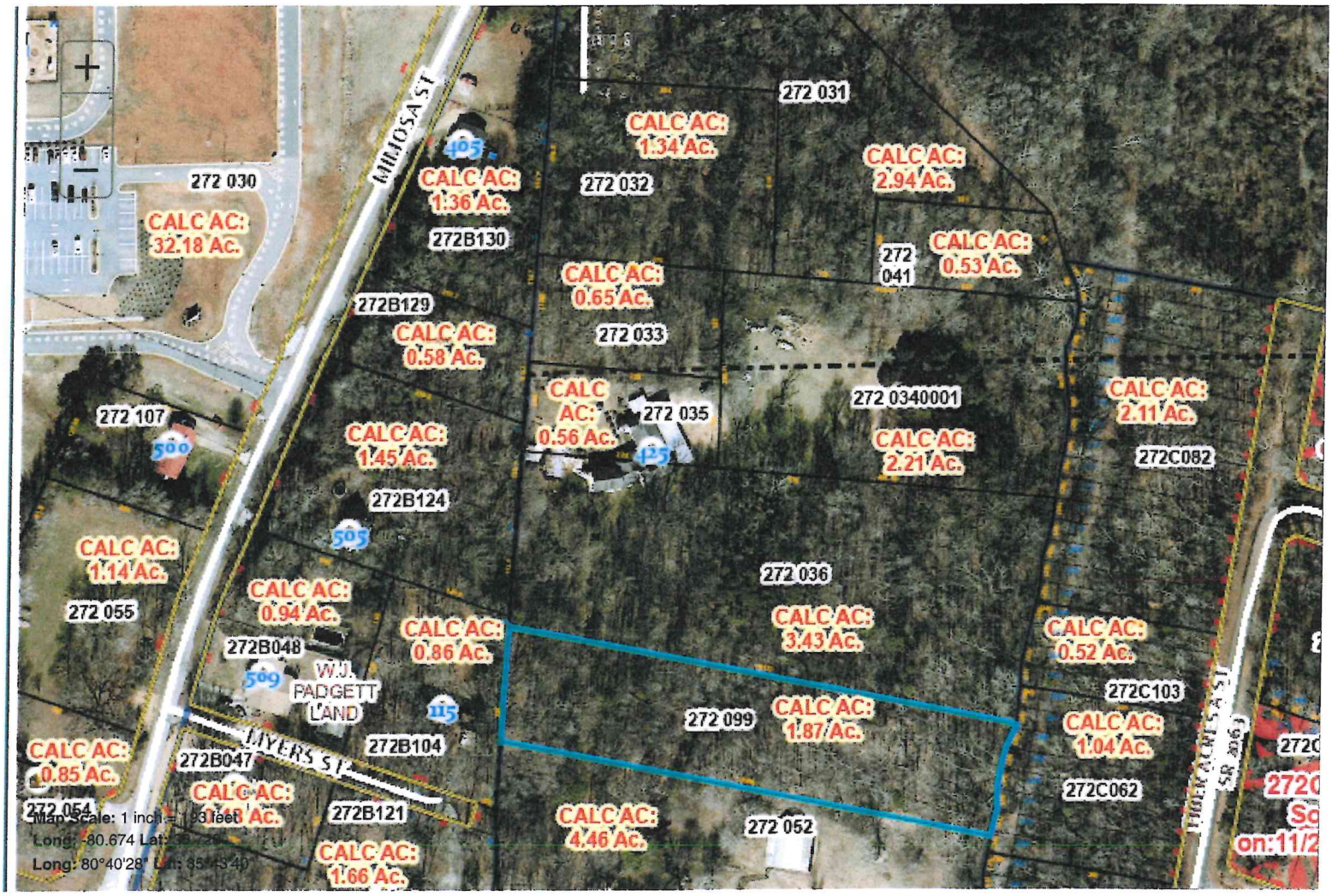
February 6, 2025,

Myers Street

Kimberly Smith, owner of property 272 099, would like to know if it would be possible to extend Myers Street so she may gain access to her property. Attached is a map of her property, highlighted in blue.

302 East Main Street, Cleveland, NC 27013
(704) 278-4777

(https://www.rowancountync.gov/885/Tax-M



Deer Urban Archery Season Renewal Form

(January 10 - February 15, 2026)

January 27, 2025

Please update any contact information that is not correct

Town of Cleveland
Kelly Rodgers
302 E Main St
Cleveland, NC 27013

Name of Representative: _____
Address: _____
City: _____ **Zip Code:** _____
Email Address: _____
Phone Number: _____

Do you wish to participate in the 2026 Deer Urban Archery Season **Yes** ☐ **No** ☐

It is Wildlife Management policy to provide a complete list of participating municipalities to the hunting public in the Regulations Digest. **Please indicate the phone number and/ or website to be listed in the *2025-26 Inland Fishing, Hunting, and Trapping Regulations Digest* (Please Print)**

Phone Number: _____

Website: _____

Are there any changes to the map submitted with your participation letter **Yes** ☐ **No** ☐

If "Yes", please attach a new map to this form. **(No larger than 11"X17")**

Please print and sign the name of the representative for the **Town of Cleveland**.

Name of Representative: _____
(Please Print Name)

Signature: _____

Thank you for your interest in the management of our state's wildlife resources. Please complete and return this form by mail to:

Terrell Eason, Program Support
Wildlife Management Division
1722 Mail Service Center
Raleigh, NC 27699-1700

Or email:
terrell.eason@ncwildlife.org

Bradley W. Howard
Brad Howard
Chief, Wildlife Management Division
(919) 707-0050

Applications must be received by April 1, 2025, to be a part of the Deer Urban Archery Season

Shulenburger Surveying Company, P.A.

Proposal

Professional Land Surveyors

614 North Main Street, Suite A
Salisbury NC 28144
Phone: 704-637-9623 email: shulenburgerco@gmail.com

DATE 1/16/2025
Job Location: Mimosa Street

Job Name: Cleveland

Proposal Submitted To:

Quotation valid until: 1/31/2025

Town of Cleveland
302 East Main Street
Cleveland, NC 27013
Attention: Kelly Rogers (704-278-4777)
email: clerk@townofcleveland.gov

Description	
Prepare a map for recordation of Mimosa Street from Statesville Blvd. to South Main Street, showing existing right of way and the areas needed to increase the right of way to a uniform width of 60', this appears to involve 17 parcels of land and the railroad. Survey & Mapping work will be completed within 150 days of the return of this signed proposal.	
TOTAL	**$16,200.00**

Payment to be made as follows: Within 30 Days of Completion.

Authorized Signature: Richard L. Shulenburger, PLS _____ 1.16.25

Acceptance of Proposal: Date: _____ Signature: _____

THANK YOU FOR YOUR BUSINESS!

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

FIRE SERVICE CONTRACT BETWEEN THE TOWN OF CLEVELAND, NC AND THE CLEVELAND COMMUNITY VOLUNTEER FIRE DEPARTMENT, INC.

THIS CONTRACT AND AGREEMENT (the "Contract") originally made and entered into on the 11th day of May, 2015, by and between the Town of Cleveland, a municipal corporation, hereinafter called the "Town" and the Cleveland Community Volunteer Fire Department, Inc., hereinafter called the "Fire Department" and renewed on June 30, 2025.

WITNESSETH:

THAT WHEREAS, N.C.G.S. 160A-16, et seq., provides that a Town may enter into continuing contracts and pursuant to this authority, the Town may enter into a continuing contract with a volunteer fire department and may make annual appropriations of such funds as may be provided for in this Contract: and

THAT WHEREAS, the Town desires to enter into such Contract in order to provide protection within the corporate limits of the Town of Cleveland to its citizens; and,

THAT WHEREAS, the Fire Department is willing to enter into such contract to provide that fire protection under certain terms and conditions; and

THAT WHEREAS, the parties desire to reduce to writing their agreement and understanding; and,

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish fire fighting services and general power and authority of the Town of Cleveland to provided fire protection for its inhabitants and owners of property within Town of Cleveland, NC, the parties hereto mutually contract and agree as follows:

1. **CONTRACT TERM.** The effective term of this Contract shall, upon the execution of this Contract by all parties, begin on July 1, 2025, and shall extend for two (2) years from the 1st day of July, 2025, until the 30th day of June, 2027. A Contract Year shall be considered to be a fiscal year running from July 1st on one calendar year through June 30th of the following calendar year.

2. **FIRE DEPARTMENT SERVICES PROVIDED.**

a. The Fire Department agrees to furnish and provide continuing fire protection service to all properties lying within the incorporated limits of the Town by dispatching upon call from the Rowan County Telecommunications Center paging system, or upon notification of fire and emergency by any other means, the Fire Department's fire fighting and rescue equipment and adequate personnel to operate the same, and then making diligent efforts to control and extinguish all fires and control or mitigate emergencies.

b. The Fire Department agrees to perform annual maintenance and service to the hydrants located in the Town limits. Any repairs and replacement of such hydrants are the responsibility of the Town.

3. **MANNER OF PROVIDING SERVICES.**

a. All firefighting equipment and personnel necessary and proper for the performance of the Contract shall be provided by the Fire Department. The Town shall not have any right or authority with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in fire fighting services or activities in the performance of the obligations imposed by this Contract upon the Fire Department in furnishing fire fighting services to the Town for its residents and property owners.

b. All Fire Department personnel providing the services pursuant to this Contract shall have received the necessary training for the equipment utilized or services provided, and Fire Department agrees to maintain personnel and equipment and comply with training and meeting requirements and other rules and regulations of the North Carolina Department of Insurance as required for certification as a fire department.

4. **CERTIFICATION BY THE NORTH CAROLINA DEPARTMENT OF INSURANCE.** The Fire Department certifies that it meets all of the requirements as determined by the North Carolina Department of Insurance, and that all times during the term of this Agreement shall comply with all requirements of the North Carolina Department of Insurance in providing fire service to the Town and to immediately notify the Town in the event the Fire Department is deemed by the North Carolina Department of Insurance to be non-compliant.

5. **PROHIBITING INTERFERENCE WITH THE FIRE DEPARTMENT.** The Town shall adopt such rules and regulations, by ordinances or otherwise as the Town Board may deem necessary and proper, to prohibit interference with personnel of the Fire Department in the discharge of their duties in fighting fires within the Town, to prohibit damage to and interference with firefighting equipment and apparatus of the Fire

Department and to provide for such other rules and regulations as necessary for the furtherance of the objectives of this Contract.

As provided in this Contract, personnel shall be defined as part-time employees of the Fire Department and any member, junior member or other individual who is associated with the Fire Department.

6. **PRESENTATION OF BUDGET AND YEARLY AUDIT.** The Fire Department shall present the Town with a budget annually and a fiscal year-end audit.

    a. The budget will be in a form and level of detail that includes, at a minimum, revenue and expense for operations, capital and department service. The budget shall be submitted using the same time schedule required of the Town. The Fire Department shall provide a person familiar with the budget to appear before the Town Board at least once a quarter to discuss the budget and other updates within the Fire Department in open session of a public meeting of the Town Board. The budget is being supplied for informational purposes only.

    b. The fiscal year end financial audit shall be conducted by a reputable certified public accounting firm. Said audit shall result in the production of a written audit report. The audit report shall provide sufficient information to the Town referenced in this Contract. The Fire Department shall assure that a copy of the audit report will be presented to the Town no later than December 1st of each Contract Year.

7. **COMPENSATION TO FIRE DEPARTMENT.** Except as otherwise provided in this section, the Fire Department's compensation under this Contract shall be calculated annually as of January of the calendar year for budget purposes. Compensation shall be calculated as follows:

    a. For the Contract Years beginning July 1, 2025, and ending June 30, 2027, the compensation of the Fire Department shall be set at a rate of and an amount equal to $0.03 cent per $100.00 tax rate figured from the total tax revenue base for the Town of Cleveland with a minimum amount of $30,000.00. Payment for fire service shall be due each fiscal year in two (2) equal installments, with the first payment due on July 20th and the second payment due on February 20th of the following calendar year.

    b. The Fire Department reasonably relies on the predictable continuation of funding under this Contract to service long-term commitments that serve the mutual interest of the Town, other customers and the Fire Department. At no time during the term of this Contract will the effective rate of compensation be decreased from

the amount specified in the then-current fiscal year budget, without specific written agreement of the Board of Directors of the Fire Department.

c. From time to time the Fire Department may encounter unusual financial needs beyond its reasonable control. These may include, but are not limited to, new regulatory requirements, equipment, industry-wide cost increases for items such as utilities, fuel and insurance. When the Fire Department becomes aware of such needs, it may report those needs to the Town, together with proposals to meet those needs. The Town, at its sole discretion, may choose, but shall not be required to make, such provisions as may be necessary to provide for such financial needs, which may include making a grant to the Fire Department for any portion of such needs that are associated with providing services under this Contract.

d. The Fire Department may, in its discretion, seek other sources of revenue including, but not limited to, gifts, donations, grants, or additional customers for service.

e. The Fire Department may also request that the Town Board adopt a fee schedule as part of the Town budget for such items as multiple nuisance fire alarms, and similar occurrences. Such fees will be reviewed at least annually during the budget process by the Fire Department and Town Board. This fee schedule may or may not be adopted by the Town Board in its discretion.

8. **EXPANDED SCOPE/ADDITIONAL WORK.** The Town and Fire Department agree that at any time during the term of this Contract either party may initiate discussions regarding the expansion of the scope of the Contract to include expanded or additional services to be provided to the Town by the Fire Department. If such expansion of scope is agreed to and implemented, the financial terms and other terms of this Contract shall be changed to reflect the cost of providing new services.

   For purposes of example only, such additional services might include performing fire inspections or other fire or safety related services presently performed by other entities.

9. **AVAILABLITY OF RECORDS.** The Town Mayor, or his/her designee, may inspect the financial records of the Fire Department by appointment with the Treasurer or leadership of the Fire Department with reasonable notice.

10. **VEHICLES AND EQUIPMENT.** Fire Department owned vehicles, fire trucks and equipment shall only be parked and stored within the boundaries of the Cleveland Community Volunteer Fire Department, Inc. fire district. The main station location shall be 205 School Street within the town limits of Cleveland. A secondary substation is located at 3360 Third Creek Church Road within the rural district.

11. **EVENTS.** The Fire Department will be present at all Town events to ensure the safety and well-being of all citizens and visitors.

12. **INSURANCE OBLIGATIONS.** The Fire Department agrees to maintain insurance coverage, the premiums for which shall be included in the budget for the Fire Department, said coverage to be as follows:

    a. Workers Compensation: Coverage to apply to all part-time and all volunteer member for Statutory limits in compliance with applicable State and Federal laws.

    b. Comprehensive General Liability: Shall have minimum limits of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

    c. Business Auto Policy: Shall have minimum limits of $1,000,000.00 per occurrence combined single limit of bodily injury liability and property liability. This shall include owned and non-owned vehicles, and employee owned vehicles. Employee owned vehicles shall include vehicles of the part time employees of the Fire Department as well as volunteers acting in pursuant to this Contract, and shall be as defined in the current Fire Department Business Auto Policy.

13. **EVENTS OF TERMINATION.** This Contract shall terminate upon any of the following events:

    a. Failure of the Fire Department to provide satisfactory fire service to the Town;

    b. The dissolution, insolvency or bankruptcy of the Fire Department.

    c. The dissolution, insolvency or bankruptcy of the Town.

    d. The expiration of one hundred, eighty (180) days after the Fire Department's receipt of written notice that the Town has adopted a resolution establishing a municipal Fire Department.

    e. The expiration of one hundred, eighty (180) days after the Fire Department's receipt of written notice that the Town intends to use another entity to provide its fire services.

    f. The parties' entry into a new written agreement which expressly supersedes this contract.

    g. The breach of any provision of this Contract by the Fire Department.

h. The breach of any provision of this Contract by the Town.

14. **RIGHT TO ASSETS AND FINANCIAL RESPONSIBILITY.** Other than specifically set forth in this Contract, the Town has no claim or other rights related to the property and assets of the Cleveland Community Volunteer Fire Department, Inc.

15. **INDEMNIFICATION.** As further consideration for this Contract, the Fire Department agrees to indemnify, save and hold harmless the Town from any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character arising from any action or inaction of the Fire Department, its directors, officers, employees and members.

16. **COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS.** As provided for in the Articles of Incorporation and Bylaws of the Fire Department, and in addition thereto, the Fire Department agrees at all times during the term of this Agreement, to comply with Federal and State laws, regulations and obligations relating to 501(c)(3) corporations, including notice requirements for meetings.

    The Fire Department further agrees at all times during the term of this Agreement to comply with the requirements of the Internal Revenue Service and North Carolina Department of Revenue in a timely manner.

17. **NON-ASSIGNMENT.** This Contract may not be assigned nor leased premises sublet without prior written consent of the parties hereto.

18. **RELATION TO PRIOR CONTRACTS.** This Contract replaces and supersedes all previous contracts entered into between the parties for the provisions of fire services to the Town by the Fire Department.

19. **NEGOTIATION OF FUTURE CONTRACTS.** IF the parties have not negotiated a new agreement or renewal of the Contract then the parties shall enter into good faith negotiations for the same at least ninety (90) days prior to the end of the current budget year. Contract shall automatically renew if no changes are requested by either party.

IN TESTIMONY WHEREOF, the Cleveland Community Volunteer Fire Department, Inc. has caused this instrument to be executed in its name and behalf by its President of the Board, attested by its Secretary and its corporate seal affixed hereto all as the act and deed of said Corporation, and the Town of Clevland, N.C., a municipal corporation of the State of North Carolina has caused this instrument to be executed in its name and behalf by its Mayor, attested by its Town Cleark, and its corporate seal affixed hereto as the act and deed of the said Municipality.

CLEVELAND COMMUNITY VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

President of the Board

Printed Name: _____

Date: _____

TOWN OF CLEVELAND, NC

By: _____

Mayor

Printed Name: _____

Date: _____

Attest:

_____(Municipal Seal)

(Town Clerk)

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

_____

Town Finance Officer

Originally approved by Town Board of 5-11-15. Renewed on 2-8-21. Renewed on 6-30-2025.

Patrick Phifer
Mayor

John Bradford
Commissioner

Gerald Osborne
Commissioner

Town of CLEVELAND
Connecting & Creating
Always original.™

Travis Summitt
Mayor Pro Tem

Wilson Holloway
Commissioner

Jeanette Rankin
Commissioner

Name: Cleveland Community Volunteer Fire Dept.

Address: P.O. Box 452, Cleveland, NC 27013

2nd payment per Fire Contract: $27,270.72

in budget

TR-2 Form 2024

Tax Value: 266,603,000 (TR2 line #18)
Vehicles: 9,690,611 (page 5a #F)

Total: 276,353,611

÷100 x .02 = $55,270.72
− 28,000.00 - 1st payment
$27,270.72

Check #: _____

Check Date: _____

Patrick Phifer
Mayor

John Bradford
Commissioner

Gerald Osborne
Commissioner

Travis Summitt
Mayor Pro Tem

Wilson Holloway
Commissioner

Jeanette Rankin
Commissioner

Town of CLEVELAND
Connecting & Creating
Always original.™

Request for Proposals (RFP) – Grant Writing Services

PUBLIC NOTICE

Pursuant to North Carolina General Statute 143C-6-23 the Town of Cleveland (further referred to as "the Town") is soliciting statements of interest and qualifications from individuals or firms to serve as a Grant Writer. Responses are due by 2:00p.m. on March 6, 2025. Information related to this solicitation, including the full RFP document is available via the Town's website at www.townofclevelandnc.gov or may be obtained by contacting the RFQ Coordinator.

SCOPE OF WORK

The Town of Cleveland is seeking a qualified firm to serve as a Grant Writer. The Grant Writer will seek out and apply for grant funding for a Wastewater Treatment Plant Infrastructure. Tasks consist of grant writing and management and coordinating program incentives in compliance with state and federal government requirements. This role requires diverse experience with grant writing and management.

The Grant Writer shall act as an independent contractor and shall be responsible for payment of all Federal, State, and local taxes arising out the Grant Writer's activities in accordance with this contract.

Each applicant cannot have a financial interest in any projects which are the subject of grant application projects or a violation with ethics with the Town of Cleveland.

Individuals or firms meeting the requirements of this Request for Proposals (RFP) are invited to submit their qualifications.

SUBMISSION REQUIREMENTS

1. Name, education, and experience of the applicant.
2. Demonstrated areas of practice illustrating the candidate's ability to provide services in the areas identified in this RFP.
3. Description of experience involving the successful research and receipt of grant funds. Include the location; normal operating hours of the applicant's office(s) and percentage of success from previous grant writing services conducted.
4. If the applicant is a firm, include a description of the firm's experience and expertise as identified in the RFP. Please include the name and biographical information, including resumes, of any partner or associate that may be presented to the Town of Cleveland to represent the firm.
5. Provide thorough submissions addressing all aspects of the RFP. Incomplete proposals will not be considered.

Patrick Phifer
Mayor

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Mayor Pro Tem

Wilson Holloway
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Jeanette Rankin
Commissioner

6. Include a writing sample as part of the proposal; preferably a complete grant application that was successfully awarded (confidential information can be redacted).
7. Provide a minimum of three (3) references for whom grant writing services have been provided.
8. Describe pricing based on scope of services below, including hourly rates and/or flat fees. Payment terms will be billed to the Finance Office monthly. Any work completed prior to the award of the Grant Writing will not be compensated.

It is the intent of the Town to award a contract to a highly qualifies firm or independent grant writer with experience in successfully securing grant funding and providing other grant-related services. Proposals must be received by 2:00 PM EST on Thursday, March 6, 2025, in the Finance Officer's office or via email to finance@townofclevelandnc.gov.

The successful applicant shall have the capability, experience, and qualifications to provide the following services:

1. Proposal Research
    a. Research grant opportunities and funding mechanisms.
    b. Submit a written list of prospective sources.
    c. Advise on the appropriateness of each funding opportunity.
    d. Advise on which funding sources to approach and how.
    e. Prioritize projects for funding assistance based on identified needs, projects readiness, and the availability of appropriate funding sources.
2. Preparation of letters of intent or pre-applications.
3. Proposal Development Services, which could include any or all the following components:
    a. Through an understanding of the Town's mission, strategic priorities, programs, and stakeholders, effectively communicate the project's need, its goals, objectives, and strategies, including performance outcomes, the budget and narrative, and evaluation plan in a proposal. This may require gathering information and collecting data through interviews and research to understand and clearly depict the entity, it's organizational capacity, and the proposed project or program for which funding is sought.
    b. Review grant solicitation requirements and all pertinent materials provided by the funding entity (e.g., notice of funding availability, frequently asked questions, and webinars). Notify the Town of any application workshops sponsored by the funding entity and participate in these workshops or webinars, if requested by the Town, to better understand the solicitation and proposal and post-award requirements.
    c. Interpret funding guidelines and advise the Town on compliance, reporting, or other requirements that would apply if the proposal were funded. This requires general knowledge of key practices and legal issues in grants administration to assess if the Town is capable of meeting grant reporting requirements.

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Commissioner

d. Manage and track the completion of all information and data gathering, writing, revisions, editing, and pre-submission tasks according to the proposal development plan to ensure timely submission.
e. Conduct needs statement research and literature reviews.
f. A monthly report is to be submitted to the Town Finance Officer on the 1st Thursday of every month for the Finance Officer to keep the Board of Commissioners informed of the progress made. Once a quarter the Grant Writer is to present to the Board of Commissioners personally.

4. Write customized grant proposals and fully manage submission.

TERMINATION CLAUSE

The contract between the Grant Writer and the Town of Cleveland will include a termination clause. Either party may terminate the agreement upon providing a 30-day written notice. The termination will be effective immediately if any breach of contract occurs or if there is non-compliance with the agreed-upon terms.

RFP COORDINATOR

Any questions, concerns, or request for information regarding this RFQ shall be directed in writing to the RFQ Coordinator.

Rebekah Newsome, Finance Officer
Town of Cleveland, NC
302 East Main Street
Cleveland, NC 27013
(704) 278-4777
finance@townofclevelandnc.gov

Any responses to questions, or changes in this RFQ, shall be issued in writing as an addendum. Respondents must acknowledge addenda received as part of their submissions. Oral and other interpretations or clarifications will be without legal effect.

RFP SCHEDULE

Provided below is the anticipated schedule of events. The Town reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this project.

02/11/2025	RFQ Released/Advertised
02/20/2025	Last day to submit written requests for information/clarification
02/25/2025	Submissions due by 2:00p.m.; evaluation of qualifications begins
03/04/2025	Candidate interviews to be scheduled
03/13/2025	Recommendation of Award (Pending successful negotiations)

Patrick Phifer
Mayor

John Bradford
Commissioner

Gerald Osborne
Commissioner

Travis Summitt
Mayor Pro Tem

Wilson Holloway
Commissioner

Jeanette Rankin
Commissioner

RFP SUBMISSION

Timely delivery is at the risk of the Respondent. Submittals received after the deadline will be rejected. All items required for a responsive proposal shall be included. Responses must be enclosed in a sealed envelope or package. The envelope or package must clearly show the name and address of the responding firm, and the phrase: " Request for Qualifications: Grant Writing Services". Submissions must adhere to the format and content requirements established in Sections 7 & 8 of this RFQ. Responses should be delivered to the RFQ Coordinator.

Evaluation

The Town of Cleveland will evaluate all applicants through their Review Board. The following will be evaluated:

1. General qualifications with experience in grant writing.
2. Experience with infrastructure (water and sewer) grant writing.
3. Price.

Rowan County Chamber of Commerce
204 E. Innes Street, Suite 110
Salisbury, NC 28144
(704) 633-4221 |
info@rowanchamber.com

Invoice

Invoice Date: 1/30/2025
Invoice Number: 798254
Account ID:

Cleveland, Town of
Rebekah Brown
302 E Main Street
Cleveland, NC 27013-8414

Terms	Due Date
	1/30/2025

Description	Quantity	Rate	Amount
Sponsorship - Power In Partnership March 2025	1	$1,500.00	$1,500.00
		Subtotal:	**$1,500.00**
		Tax:	**$0.00**
		Total:	**$1,500.00**
		Payment/Credit Applied:	**$0.00**
		Balance:	**$1,500.00**

Town of CLEVELAND NC
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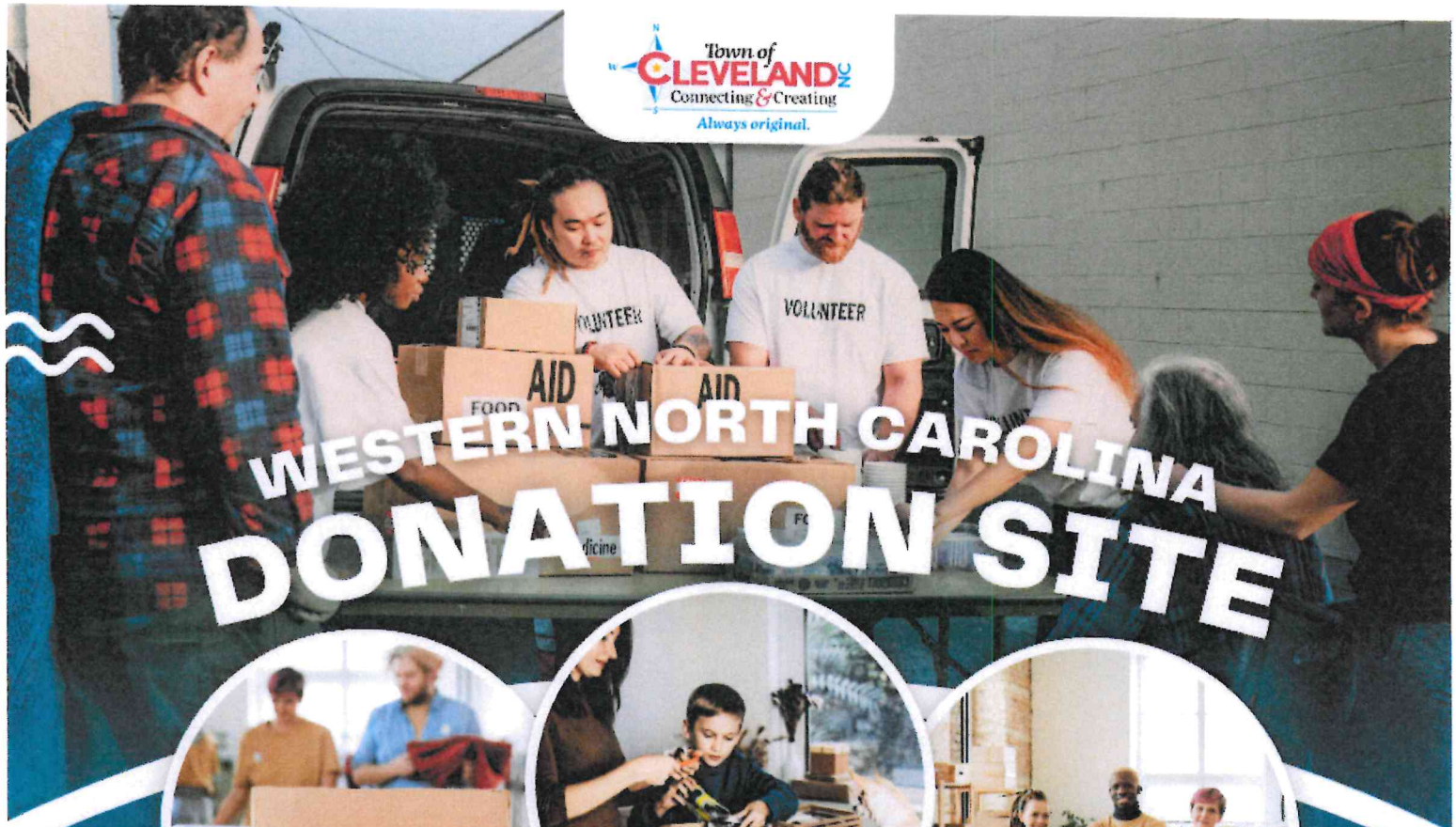

WESTERN NORTH CAROLINA DONATION SITE

We are partnering with Ashe County to help supply Western NC with some needs.

Items Needed:
Paper Products (included Paper Plates, Paper Towels, Toilet Tissue, Plastic Silverware, etc)
Canned Food Items

Our Contact:
704-278-4777

DONATE NOW

www.townofclevelandnc.gov

Rebekah Newsome

From: Cleveland Information
Sent: Wednesday, February 5, 2025 8:02 AM
To: Rebekah Newsome
Subject: FW: WNC Supply Drive

Thank you,

Kelly Rodgers
Town Clerk

Town of CLEVELAND NC
Connecting & Creating
Always original.

302 East Main Street, Cleveland, NC 27013
Phone: (704) 278-4777
Fax: (704) 278-0078
clerk@townofclevelandnc.gov

From: Tim Moore <tim.moore0219@gmail.com>
Sent: Tuesday, February 4, 2025 9:00 PM
To: Cleveland Information <info@townofclevelandnc.gov>
Subject: WNC Supply Drive

You don't often get email from tim.moore0219@gmail.com. Learn why this is important

Good Morning, Since Helene, a group from Cleveland has been collecting and distributing needed supplies to the mountains. Our group is comprised of Members of several churches and business owners from the area. We have volunteered labor as well as deliver supplies. We have made contacts in several locations. Last week, all of our contacts advise they are in need of supplies and that the regular supply chain has all but stopped.

We have a warehouse in downtown Cleveland where we organize and repack goods as needed. Our supply is also low. I'm asking for county support to refill stock so our transports of supplies can continue. At this time, we need canned and non perishable foods, cleaning supplies, paper goods (paper towels, toilet paper, and dinner wares), and all sizes of propane tanks.

I'm open to suggestions of how to collect. I can come several times per week to your location so supplies down stack up or could do a one day " load the trailer" drive. Would your town/city help us?

Tim Moore
7047986845

Rebekah Newsome

From: Robert M. Miller <RMiller@fmbnc.com>
Sent: Wednesday, February 5, 2025 11:16 AM
To: Rebekah Newsome
Cc: Rhonda Martin
Subject: FW: Town of Cleveland - Bank Draft

Rebekah-

Rhonda is out for a few days but please see below the responses to your questions.

Rob

From: Rebekah Newsome <finance@townofclevelandnc.gov>
Sent: Wednesday, February 5, 2025 10:55 AM
To: Rhonda Martin <RMartin@fmbnc.com>; Robert M. Miller <RMiller@fmbnc.com>
Subject: Town of Cleveland - Bank Draft

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report all suspicious emails to the IS Department.

From: Rebekah Newsome <finance@townofclevelandnc.gov> **Sender:** finance@townofclevelandnc.gov

Good morning Rhonda and Rob,

I hope that you both are doing well on this lovely Wednesday!

I know that I had spoken with you both in October 2024 about Bank Draft where we will collect the citizens bank account information and we would draft their accounts on a certain date. I am on the finished end of the policy and now I am about to present it to the Board of Commissioners this upcoming Monday.

My questions are:
Have the rates changed from October 2024? Rates have not changed
Are they still $.20 per transaction? Yes for each ACH item, .20 per item.
Is there a beginning balance that we will be charged as a set up fee? No set up fee, as ACH is already set up.
And lastly, will we be charged these amounts on our Individual Summary Analysis documentation? Yes, it will be included in the ACH portion of the Analysis statement each month.

Any information you can give me prior to tomorrow afternoon, I will greatly appreciate it.

Thank you,

Utility Collection Policy

TOWN HALL LOBBY IS OPEN MONDAY-FRIDAY 8AM-5PM (EXCLUDING TOWN HOLIDAYS)

Billing Cycle Information

- Bills are generally mailed out the last business day of the month.
- A bill is past due if not paid by 5PM on the 20th day from the bill date.
- A second notice will be mailed out on the 21st day of the month. (Cleveland has only one billing cycle at this time).
- Service is scheduled to be discontinued if payment is not received by 5PM on the 35th day from the bill date. A $50.00 administrative fee and total balance of both months must be paid before service is reconnected.
- An additional $50.00 fee will be charged to all customers who request service to be reconnected after 3:30PM.
- Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Town Hall for an informal review by telephone (704) 278-4777 or by emailing info@townofclevelandnc.gov.

DROP BOX FOR PAYING AFTER HOURS

- For customer convenience, a drop box is located at the side of Town Hall (302 East Main Street, Cleveland, NC 27013). A check and billing stub may be deposited in the box. For added security, please do not deposit cash in the after-hours depository. Payments put in the box after 8AM will be considered next-day payments.

LATE FEES

- A late fee will apply if payment is not paid by the 20th day of the month following the bill date. Fees will be applied on the 21st unless the 21st falls on a weekend or holiday. In that circumstance that change will be on the next business day.
- Optional Customer Assistance: Customers being assisted by the Rowan County Department of Social Services and local crisis intervention center may be exceptions to this policy.

PAYMENT EXTENSION CONTRACTS

- Customers who are on the payment extension contracts will not have late fees attached to their invoices. Payment Extension Contracts cannot last longer than six (6) months. When entered into a Payment Extension Contract understands that their current amount of the utility bill and the portion of the Payment Extension Contract must be paid by the 20th day of the month; to stay valid.

BANK DRAFT

- Bank Draft ACH Service is available for sign. We draft on the 15th of each month for the current balance. There are no fees to participate in this program. The only possible fee is for insufficient funds when drafted. At the time we draft, if insufficient, it will be treated as a returned check. Bank Draft is a service provided to help reduce cost associated in making payments to the Town of Cleveland for Utility Bills. The sign up form is location on the Town of Cleveland website under the Utility Billing or can be requested at Town Hall. A voided check is requested to complete this form. If you have any questions, please contact Town Hall.

RETURN CHECK POLICY

- Services are subject to disconnection for return checks.
- A service charge, as established by the Board of Commissioners, is added for each returned check.
- When a check is returned by our bank, the customer will be notified by phone or letter.
- Customer is required to pay the amount of the check plus service charges and any deposit required within 10 days from date of the notice. No partial payments will be accepted. If customer fails to respond within ten (10) days, service will be disconnected and an administrative charge will be added. To be reconnected, all charges must be paid in full by cash, money order, or credit card. No checks will be accepted for a return check.
- If the Town receives two (2) returned checks from one customer within sixty (60) days, the customer will be put on cash only status for a period of one year. The customer may request a review of their account at the end of the twelve (12) months, if no delinquencies or disconnections occurred within the time period, the customer may be removed from cash only status.

Infrastructure Solutions Group, Inc.
www.InfraSolutionsGroup.com
Phone: (804) 833-8048 **Fax:** (804) 730-4242

Quote From:
Infrastructure Solutions Group, Inc.
505 East Plaza Drive
Mooresville, NC 28115

Quote To:
Town of Cleveland
302 E. Main St
Cleveland, NC 27013

Date:
1/27/2025

Prepared by: **Justin Zeigler**

Attention: **Jody Bare**

Product ID	Description	Quantity	Unit Price	Amount
USJ	US Jetting 4018 Trailer (Rental)	1	Monthly	$5,500.00
Blue Star	1/2" Raptor Chain Cutter	1		$2,970.00

* Raptor Chain
is not a
Rental will be Town-owned.
* increase by $220-

Comments:	* INCLUDES FREIGHT AND NC SALES TAX *		Sub Total:	$8,470.00
			Freight:	$75.00
	* BLUE STAR NOZZLE IS FOR PURCHASE *		Tax:	$576.78

Total: $9,121.78

			Total:	**$9,121.78**

TIM JOHNSON LANDSCAPING INC.
we grow the best grass

Proposal #15747

Date: 1/13/2025

PO #

Customer:
Town of Cleveland Town of Cleveland 302 E Main St Cleveland, NC 27013

Property:
Town of Cleveland 302 East Main St. Cleveland, NC 27013

Town Hall Cool Season Maintenance and Turf 2025 RENEWAL

Tim Johnson Landscaping, Inc. (TJL) is an established, full-service landscaping operation. Since 1999 we have been providing top quality, professional landscaping and maintenance services to the Piedmont of North Carolina. Based in Statesville, North Carolina, with a second office in Charlotte. TJL is fully licensed, insured and operated by educated professionals with many years of industry experience.

Tim Johnson Landscaping, Inc. offers the following services to complete our Landscape Maintenance Package. Some of these services may already be included in your Agreement.

1. Arbor Care, including large tree trimming and removal
2. Plant Health Care/Insect and Disease Control
3. Landscape Enhancements including tree, shrub, and perennial installation
4. Floral Installation and Care
5. Irrigation System Improvements such as Smart Controllers & Rain Sensors
6. Natural Vegetation Management
7. New Landscape & Irrigation Design and Installation
8. Landscape Lighting
9. Turf Care
10. Retention Pond (BMP) Maintenance, Inspection, and Renovation

TJL maintains several large commercial accounts. Customers include Walgreens (regional), Home Depot (regional), NTB (regional), MAACO (regional), Allen Tate Realty (corporate relocation and foreclosure properties). Wilkinson & Associates, First Presbyterian Church, Trinity Episcopal Church, Western Avenue Baptist Church, Slade Manufacturing, Statesville High School, Carr Properties and many more.

TJL services several public grounds/POA/HOA properties. Some of these properties include Larkin Golf Club, Lexington HOA, Fountain Grove HOA, Giverny HOA, Cypress Landing HOA and Bryton HOA. TJL also services apartment and condo complexes, including Harbor Pointe Village, Alexander St. Apartments and more. TJL is also the sole contractor for the City of Statesville's Streetscape project, landscape and grounds maintenance.

TJL's turf management programs for residential, commercial and athletic turf are well-known

and include high-end residential maintenance in neighborhoods like Eastover, Myers Park, Foxcroft, Moorocroft, Baymount Meadows, The Statesville Country Club, The Point, and The Peninsula (Cornelius, NC).

TJL's crews are servicing routes from Winston-Salem, Charlotte, Lenoir, and many areas in between, including Salisbury, Concord, Kannapolis, Hickory, Mooresville, and many other cities.

We look forward to the opportunity to work with you and your company. If you need anything, or have any questions, please do not hesitate to reach out to us.

Fixed Payment Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Weekly Maintenance			
Weekly Turf Maintenance - Town Hall	30	$110.60	$3,318.00
Trash Pick-Up			
Trash Pick up	20	$55.29	$1,105.80
Turf Care Program			
Spring Fertilization	1	$293.91	$293.91
Aeration & Fertilization	1	$236.26	$236.26
Pruning			
Pruning	3	$595.51	$1,786.53
		Annual Maintenance Price	**$6,740.50**

Payment Schedule

Schedule	Price	Sales Tax	Total Price
March	$561.71	$0.00	$561.71
April	$561.71	$0.00	$561.71
May	$561.71	$0.00	$561.71
June	$561.71	$0.00	$561.71
July	$561.71	$0.00	$561.71
August	$561.71	$0.00	$561.71
September	$561.71	$0.00	$561.71
October	$561.71	$0.00	$561.71
November	$561.70	$0.00	$561.70
December	$561.71	$0.00	$561.71
January	$561.70	$0.00	$561.70
February	$561.71	$0.00	$561.71
	$6,740.50	**$0.00**	**$6,740.50**

By _____ **By** _____

Tim Johnson Sr.

Date 1/13/2025 **Date** _____

Tim Johnson Landscaping, Inc. **Town of Cleveland**

Services

Weekly Turf Maintenance - Town Hall

a. All turf will be mowed as required in order to maintain a neat and attractive appearance. All turf areas will be cut weekly during its active growth season except when weather dictates otherwise. Turf areas will be cut on an as needed basis during its dormant season. Turf will be cut at a height of 3.5-4". Care will be taken to prevent tire rut and turf damage caused by mowers. Excessive grass clippings will be removed from turf areas as well as from sidewalks, driveways and patios when applicable.
b. All walkways and curbing shall be edged with a steel blade edger weekly after mowing.
c. All turf areas will be trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.
d. All areas shall be blown weekly, irrespective of mowing conditions.
e. At the time of each mowing, landscape areas will be policed for loose trash and debris.
f. At the time of each mowing, landscape beds will be weeded using a combination of hand pulling and chemical applications.
g. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

Trash Pick up

Spring Fertilization

Spring Application #1:

a. In February/March, all lawn areas will be fertilized with a top quality fertilizer.
b. At that time, preemergent weed control to prevent crabgrass and other annual weeds prior to germination will be applied.
c. Additionally, broadleaf weed control will be applied to control emerged broadleaf weeds.

Spring Application #2:

a. In April/May, all lawn areas will be fertilized with a top quality fertilizer.
b. At that time, preemergent weed control to prevent crabgrass and other annual weeds prior to germination will be applied.
c. Additionally, broadleaf weed control will be applied to control emerged broadleaf weeds.

Aeration & Fertilization

Aeration, and fertilization will be performed in the fall annually.

TJL prides itself in using the best tall fescue seed blend available. All areas accessible by a machine will be core aerated in preparation of overseeding to reduce compaction. Additionally, any bare spots will be disturbed to provide a quality seedbed, which will allow for maximum seed germination. Bare spots will be covered with wheat straw, if necessary.

Pruning

Pruning will include a combination of shearing and/or selective pruning for shrubs and, where necessary, trees up to 12 ft in height shall be pruned properly, removing dead and damaged growth, to develop a natural growth habit. Ornamental grasses will be cut near ground level in the winter.
Removal of tree stakes and guy wires as necessary.
Unless otherwise specified, the following tree and shrub services are not included but may be proposed separately:

Large tree trimming or removal over 3" caliper and/or 12' in height, stump grinding or removal of root ball.
Rejuvenation pruning or splitting of grasses.
Staking, guying, wound repair, and wrapping trees.
Replacement or installation of trees and shrubs.

Terms & Conditions

MODIFICATION OR AMENDMENT

This agreement constitutes the entire understanding between Tim Johnson Landscaping, Inc. as agent for Town of Cleveland and Tim Johnson Landscaping, Inc. (TJL) and no modification, amendment, renegotiations or other alteration to the terms of the Agreement shall be of any force or effect unless mutually agreed upon by the parties and embodied in writing.

SUBCONTRACTORS

TJL is fully responsible for the fulfillment of this Agreement and reserves the right to occasionally use pre-qualified subcontractors to complete certain items in this Agreement.

TERMINATION

The parties shall provide to the other written notice not less than 30 days prior to the expiration of the term of the agreement if they seek to modify or terminate the agreement. If no notice is given the parties agree to renew the agreement for an additional term.

The parties agree that the services performed are seasonal and certain months of the year require more labor and materials directed towards the property as the season and nature dictates, and that the monthly fee is not related to the amount of labor and/or materials provided for that particular month. In the event of termination by either party, full payment for services performed or materials provided becomes due and payable on or before date of termination. In the event of prepayment of services or materials not performed or provided, refund will be due and payable on termination date.

INSURANCE

TJL shall at all times be covered by adequate public liability and property damage insurance. All required worker's compensation insurance for maintenance personnel is to be provided by TJL.

GENERAL TERMS

The term of this agreement commences on 3/1/2025 12:00:00 AM and will be in effect until 2/28/2026 12:00:00 AM and is subject to the termination clause as noted.

Payments are to be made on or before the first day of each month. The first payment is due on or before 3/1/2025 12:00:00 AM. Time and material charges are billed as incurred for payment.

Payments shall be deemed late after 15 days and shall be charged 1.5% interest monthly, 18% per annum. The parties agree that the services performed are seasonal and certain months of the year require more labor and materials directed towards the property as the season and nature dictates, and that the monthly fee is not related to the amount of labor and/or materials provided for that particular month.

CUSTOMER AGREEMENT

This iamGIS Customer Agreement ("Agreement"), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below ("Customer") and iamGIS Group, LLC, an Indiana limited liability company, with a notice address of 2028 E Ben White Blvd Ste 240-1536, Austin, TX 78741 ("iamGIS"). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature Page" or any other ordering document referencing this Agreement, the Terms and Conditions at https://iamgis.com/terms (which are hereby incorporated by reference), all statements of work entered into in connection with this Agreement ("Statement(s) of Work"), and any schedules, exhibits, or other attachments incorporated herein.

CUSTOMER DETAILS	
Customer	Town of Cleveland, NC
State of Incorporation / Organization	NC
Type of Legal Entity	Municipality
Notice Contact Information	[ ] [ ] [ ] Attn: [ ] Billing Contact: [ ] Billing Email: [ ]

10·600·021 $1,575-

20·800·053 $1,575-

30·900·053 $1,575-

in budget

SERVICE DETAILS; PAYMENT TERMS	
Effective Date	February 1st 2025
Initial Term	12 months
Software Services	A geographic information system (GIS) software solution hosted by iamGIS and made available as a service over the Internet that provides digital inventories of assets and infrastructure and maintenance and support thereof.
Software Services Fee	$4,725/year
Billing Terms	iamGIS will invoice Customer for the software fees outlined above. On the effective date, iamGIS will invoice Customer in full for the annual Software Services fees, and on an annual basis thereafter, according to the terms outlined in the Agreement.
Additional Schedules	The following Schedules are hereby made a part of this Agreement: • Form of Statement of Work Schedule

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

iamGIS:

iamGIS Group, LLC

_____

Name:

Title:

Date:

Customer:

Town of Cleveland, NC

_____

Name:

Title:

Date:

GOPHER UTILITY SERVICES, INC.
PO BOX 965
KANNAPOLIS, NC 28082
704-932-7662

Invoice

Date	Invoice #
1/10/2025	27843

Bill To	Ship To
TOWN OF CLEVELAND 302 E MAIN STREET CLEVELAND, NC 27013	WELL 1 DEPOT STREET FINAL BILLING

P.O. No.	Terms	Due Date	Project
	Net 30	2/9/2025	

Quantity	Item	Description	Unit Price	Extension
1	E-QUOTE	PER QUOTE, 05-13-24, TRIP, LABOR, AND MATERIALS TO PULL AND REPLACE PUMP, MOTOR, WIRE, AND PIPE. ALSO WIRE AND REPIPE WELLHOUSE. QUOTE TO INCLUDE NEW PUMP, NEW MOTOR, NEW PIPE, AND NEW WIRE. BILLING LABOR ONLY ROWAN COUNTY * Approved last budget year. Need this budget year approval.	4,116.00	4,116.00

Subtotal	$4,116.00
Sales Tax (7.0%)	$288.12
Total Invoice Amount	$4,404.12
Payments/Credits	$0.00
Total	$4,404.12

NC Electrical 17833-U
NC Plumbing 8972

61,219.23
- 6,000.00
55,219.23
Quote

Spinnaker General Contractors Inc.
1820 Lyerly Road
Mount Ulla, NC 28125
Date: November 22, 2024

The Town of Cleveland
302 East Main Street
Cleveland, NC 27103

Re: Estimate for installation of water and sewer taps to serve 210 Academy Street Cleveland, NC

Sanitary Sewer (3 each 6" sewer services)

Item	Description	Quantity	Unit	Unit Price	Total
100	Mobilization/Demobilization (Cat 322 Exc., Mini X, Skidsteer, Hydraulic hammer trench boxes)	1.00	ea.		
101	Traffic control	1.00	ea.		
102	6" sch 40 pvc pipe	180	l.f.		
103	Purple cleaner	1	qt.		
104	PVC Glue	1	qt.		
105	12 ga. HDPE solid copper tracer wire green	200	l.f.		
106	6" sewer saddle	3	ea.		
107	6" sch 40 street 45	3	ea.		
108	6" sch 40 pvc wye	3	ea.		
109	6" sch 40 pvc cap	3	ea.		
110	6" sch 40 pvc C.O. adpt	3	ea.		
111	6" sch 40 pvc plug	3	ea.		
112	6" sch 40 pvc 22.5 degree bend	3	ea.		
113	6" sch 40 pvc 45 degree bend	3	ea.		
114	Concrete Protection ring	3	ea.		
115	CIVB	3	ea.		
116	Site restsoration	1	ea.		
117	Pavement repair	9	ton		
118	# 67 Washed stone	22	ton		
119	ABC stone	52	ton		
120	Disposal of spoil	52	ton		
121	Saw cutting pavement (2x per side)	80	l.f.		
122	Install 6" sewer tap on VCP approximately 12' deep	3	ea.		
123	Install 6" sewer lines with Wye approximately 12' deep w/capped tail pipe, stack, female adpt & plug.	3	ea.		
	Total for the above work				**$32,110.70**

Potable Water

Item	Description	Quantity	Unit	Unit Price	Total
200	Mobilization/Demobilization (Mini X, Skidsteer, Hydraulic hammer trench boxes vibratory trench roller)	1.00	ea.		
201	Traffic control	1.00	ea.		
202	2" schedule 40 pvc pipe	60	l.f.		
203	12 ga. HDPE coated solid copper wire	90	l.f.		
204	6" x 2" tapping saddle	1	ea.		
205	2" brass ball corp stop	1	ea.		
206	2" schedule 40 pvc adpt	1	ea.		
207	2" brass adpt.	4	ea.		
208	2" brass Tee	1	ea.		
209	3/4 pex service tubing w/fittings	30	l.f.		
210	CIVB 24"	1	ea.		
211	CPR	1	ea.		
212	2" brass coupling	2	ea.		
213	2" brass adpt.	2	ea.		
214	2" brass plug	2	ea.		
215	2" x 3/4" tapping saddle	6	ea.		
216	3/4" brass corp stop	6	ea.		
217	3/4" adpt	6	ea.		
218	5/8" meter setter	6	ea.		
219	3/4" x 12" brass nipple	6	ea.		
220	Meter box w/plastic lid	6	ea.		
221	Site restoration, seeding/mulching, fertilizer and lime	1	ea.		
222	Pavement Repair	7.3	ton		
223	# 67 Washed stone	10	ton		
224	ABC stone	15	ton		
225	Disposal of spoil	16	ton		
226	Saw cutting of pavement (2x per side)	80	l.f.		
	Total for the above work				**$29,108.53**

Notes and special conditions:

1. Any engineering and surveying shall be by others.
2. Should solid rock be encountered, the rate for blasting, excavation and disposal shall be negotiated
3. The Town of Cleveland shall allow the Closure of Academy Street during the installation.