

Council Meeting Agenda

Tuesday, May 14, 2024, 6:00 PM City Hall 101 W. First Street Lowell, North Carolina 28098

\*\* Revised \*\*

#### 1: General

- 1A. Call To Order
- 1B. Invocation / Pledge of Allegiance
- 1C. Adoption of Agenda for this Meeting
- 1D. Public Comments

## 2: Approval of Minutes

2A. Approval of Minutes 04-09-2024 (p. 3-16)

# 3: Special Presentation

- 3A. Citizen Academy Graduation (p. 17)
- 3B. Proclamation National Public Works Week May 19-25, 2024 (p. 18)
- 3C. Proclamation of National Police Week May 12-18, 2024 and Peace Officers Memorial Day May 15, 2024 (p. 19-20)

#### 4: Consent Agenda

- 4A. Finance Update (p.21)
- 4B. Stormwater Report (p. 22)
- 4C. Planning Report (p. 23-24)
- 4D. Police Report (p. 25)
- 4E. Communications Report (p. 26)
- 4F. Public Works Report (p. 27)
- 4G. Geographic Information System (GIS) Report (p. 28-30)
- 4H. Parks and Recreation Report (p. 31-32)

#### 5: Unfinished Business

- 5A. Public Hearing Map Amendment (General, Rezoning) 603 Groves Street JPFJ LLC (p. 33-39)
- 5B. Public Hearing Spencer Ridge Development Agreement (p. 41-93)
- 5C. Consideration to adopt the City of Lowell 2024 Legislative Advocacy (p. 94-105)

## **6: New Business**

6A. Presentation of the Proposed Fiscal Year 2024-2025 Budget (p. 106)

- 6B. Set Public Hearing for Adoption of the Fiscal Year 2024-2025 Budget Ordinance (p. 107)
- 6C. Set Public Hearing to Closeout the FY17 Community Development Block Grant (CDBG) Neighborhood Revitalization Program (p. 108)
- 6D. Consideration of Interlocal Agreement with Town of McAdenville to Provide Water Service to Lowell Elementary (p.109-114)
- 6E. Ordinance #02-2024 To Allow for a Volunteer Auxiliary Police Department (p. 115)
- 6F. Resolution to Discontinue Collection of Motor Vehicle Tag Tax beginning FY 2024-2025 (p. 116-117)
- 6G. Amended Grant Project Ordinance (p. 118-165)
- 6H. Discussion of Forensic Audit (p. 166)
- 61. Consideration of Budget Amendment #13 (p. 167-168)
- 6J. Consideration of Budget Amendment #14 (p. 169-170)

# 7: Reports / Discussions

- 7A. City Manager Report
- 7B. City Attorney Report
- 7C. Mayor and City Council General Discussion

#### 8: Closed Session

8A. 143-318.11 (3) Pursuant to NCGS 143-318.11(3) to Consult with the City Attorney on a Specific Matter in Order to Preserve the Attorney-Client Privilege with Respect to the Matter Discussed

# 9: Adjournment

9A. Meeting Adjournment

Date Posted: May 10, 2024



# **Regular City Council Meeting**

# Approval of Minutes 04-09-2024

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Approval of Minutes Item: 2A
Reference File	Presented By

Approval of Minutes for Regular City Council Meeting held on 04-09-2024

# **Attachments**

Regular City Council Meeting-04-09-2024-minutesDraft.pdf

# \*\* The following document is a draft of the minutes and the not the official approved minutes \*\*

# **Minutes for the Regular City Council Meeting**

101 W. First Street, Lowell, North Carolina 28098April 9, 2024, 5:59 PM - April 9, 2024, 7:12 PM

**Roll Call:** (The following members were in attendance)

- •
- Larry Simonds, Mayor
- Scott Bates, Mayor Pro Temp
- Phil Bonham, Councilmember
- DeWayne Chitwood, Councilmember
- Travis Smith, Councilmember

#### 1. General

#### 1A. Call To Order- 5:59 PM

Mayor Larry Simonds called the meeting to order at 6:00pm. Councilmember Robinson was absent. City staff present were the City Manager Scott Attaway, City Attorney John Russell, Police Chief Moore, Asst. Police Chief Harrison, Planner Tyler Cobb, Public Works Director Thomas Shrewsbury, Finance Director Lisa Nolen, Stormwater Administrator Jamie Watkins, and City Clerk Cheryl Ramsey. A quorum was determined at the beginning of the meeting. The meeting was teleconferenced on YouTube for the public and the agenda and meeting materials were made public on the city's website as well as in person. Members of the public were also in attendance.

## **1B.** Invocation / Pledge of Allegiance- 5:59 PM

The Invocation was led by Thomas Gillespie. The Pledge of Allegiance was then led by Mayor Simonds.

#### 1C. Public Comments- 6:01 PM

- 1. Thomas Lesperance of 721 Overlook Rd, Lowell, NC complained about his recent arrest by a Lowell Police Officer. He also stated his right to peacefully protest and his freedom of speech were infringed upon. He said one of those times was right before he came in the building for a council meeting.
- 2. Diana Lesperance of 3028 Fallswood Dr, Gastonia, NC complained about her brother Thomas' false arrest by Lowell Police. She wanted to know why the officer still has a job and not being charged.

Mayor Simonds asked Mr. Attaway what was going on with this case. Mr. Attaway said it was a personnel matter. Mayor Simonds said a personal letter needs to be supplied to address what has been done. Mr. Attaway said that correspondence was forwarded to the Mayor and Council and that they received it as well. Mayor Simonds asked Mr. Lesperance and Ms. Lesperance if they received it. They said yes and stated they will read it at the next council meeting.

Mayor Simonds said "freedom of speech is a right and nothing is wrong with freedom of speech but how we conduct ourselves sometimes things go awry but I don't know the situation because I wasn't there.

We're not a court of law, only mayor-council and City Manager. People with the powers that be, they need to take care of things like this because you, as a citizen, need to hear an answer whether it is good or bad or indifferent. Just answer the question. It might not be the answer you want but at least give you an answer." He then thanked everyone for coming and reiterated any and everyone can speak during public comments.

## **1D.** Adoption of Agenda for this Meeting- 6:09 PM

Mayor Simonds asked if there were any changes to the agenda. Mr. Attaway said 6G would be added to consider amending the Planner position to a salary grade 17 from a grade 20.

The item was motioned To Adopt by Phil Bonham and seconded by DeWayne Chitwood with a passing result 4-0-1-0 Abstained by Larry Simonds

To Adopt the agenda with changes to add 6G.

# 2. Approval of Minutes

Councilmember Chitwood asked about comments on page 9 stating that it says Presbyterian church and should read Methodist. Mr. Attaway stated that the Clerk types up what was actually said. It was agreed that although this was said, it is a Methodist Church.

#### 2A. Approval of February 28, 2024 City Council Special Meeting Minutes- 6:10 PM

## **2B. Approval of Minutes 03-12-2024**- 6:10 PM

## 3. Special Presentation

## 4. Consent Agenda

Councilmember Chitwood asked about the Police Report. He said he knows it is probably a personnel matter but read that the Administration wanted to discuss a recent dip in staff moral that had been brought to their attention. He was wondering what the moral issue was but if it was personal, it can be discussed at a later date. John Russell told Chief Moore that he can speak generally to answer Councilmember Chitwood's question without going into anything specific. Chief Moore stated they had some complaints that officers were not performing their duties or not patrolling different areas and we had a meeting to discuss that.

Councilmember Chitwood then asked about the jump in special checks and asked what that was. Chief Moore said that is patrolling certain neighborhoods, certain streets. He said in a community watch meeting, it was discussed that the police would start to specify zones so when we get the complaints that a police officer is not patrolling a street or neighborhood, they would have proof to say that they are. He said now, with the new system, they would be able to specify a special check like someone going on vacation.

Councilmember Chitwood said that's what special checks mean to him. He asked if that is part of the officers job to patrol anyway and not considered a special check. He said it should be a different way to do that.

Chief Moore said that is what they are trying to do with the new RMS System. Councilmember Chitwood said where he lives is not considered a neighborhood but it should be part of the patrol as well. He just wanted to ask since he saw the numbers go up.

Councilmember Smith asked Chief Moore how many people showed up at the last zone meeting? Chief Moore said two police officers and two councilmembers. Councilmember Smith asked how many people showed up at the Rogosin meeting? Chief Moore said three police officers and nine citizens.

The item was motioned To Approve by DeWayne Chitwood and seconded by Travis Smith with a passing result 4-0-1-0 Abstained by Larry Simonds

- **4A. Finance Report** 6:12 PM
- 4B. Communications Report- 6:12 PM
- 4C. Planning Report- 6:12 PM
- 4D. Public Works Report- 6:12 PM
- 4E. Geographic Information System (GIS) Report- 6:12 PM
- 4F. Police Report- 6:12 PM
- 4G. Stormwater Department Report- 6:12 PM

## 5. Unfinished Business

## 5A. Public Hearing - Text Amendment ZTA24-01 - Article 17, Sign Regulations - 6:16 PM

Mayor Simonds said he thought this was taken care of last month. Mr. Attaway said that was to set the public hearing for this month. Mayor Simonds asked for a motion to go into public hearing. Councilmember Chitwood made a motion to go into public hearing, seconded by Mayor Pro Tem Bates. The vote was unanimously in favor.

Presented by Planning Director Cobb. He gave Council an update on the changes that had been made. He said staff has (please see Agenda packet) for Council approval of Ordinance 01-2024:

- Removed the section of only allowing one sign per building per street or parking frontage
- Added at the bottom "buildings located in the mixed use section"
- Removed the section "not to exceed 100 square feet."
- Changed the acreage in the Commercial, Institutional, Industrial, Mixed Use from three acres to two or more acres in an area
- Added "signs that may be placed or modified as long as it does not increase the existing to the nonconformity"

Mayor Simonds asked about the 100 square feet and what was the total acreage for a business to have a 100 square foot sign? Mr. Cobb said we are doing 10% of the overall building wall area, not to exceed 100 square feet. with no other questions from Council, it was then opened to the public for comments.

Tom Lesperance (did not go to the microphone but hollered out) "what about holding up a sign?" Mr, Cobb said he does not know the answer to that. Mayor Simonds told Mr. Lesperance that is not what this public hearing is about but for business signs. With no other public comments, Councilmember Smith made a motion to come out of public hearing, seconded by Councilmember Bonham. The vote was unanimously in favor.

Mr. Attaway noted that if the ordinance is approved that the motion would have a statement of consistency and reasonableness in it and that it is consistent with the City's Comprehensive Land Use Plan. There was

some discourse on how to word the motion to amend the LDO between the Mayor and John Russell. Mayor Simonds then read the statement of consistency and reasonableness (pg. 39 of agenda packet). There was more discourse on how to word the motion between the Mayor, Councilmember Bonham, and John Russell. Mr. Russell said what the Mayor read is just the legal requirement but the motion has to say something that is consistent and reasonable. Mayor said 160D [General Statute]. Mr. Russel said no, 160D is what tells you that you have to have consistency. There was more back and forth about how to make a motion correctly from the Mayor.

After Councilmember Bonham made the motion (see below), Mayor Simonds said "that the motion shouldn't say that it is reasonable but that it has to be the law. The law is not reasonable but is the law." Councilmember Bonham said "that is my motion and we don't need any other discussion. Do we have a 2nd" Councilmember Smith seconded. Mayor Simonds demanded the Clerk to read the motion for the public. John Russell asked the Clerk to read the motion if she could. Ms. Ramsey said she recorded it and can try to read it by memory. She could not recall what was said. Mr. Attaway said that the Clerk records the meetings. Mayor Simonds said the motion should not be in the lawyers words but your words to adopt this motion. Councilmember Smith said there is a motion and a 2nd on the floor. Mayor Simonds said he didn't understand the motion, then asked for a vote. The vote was unanimously in favor. There was some more inaudible disagreements briefly before moving onto the next agenda item.

The item was motioned To Approve by Phil Bonham and seconded by Travis Smith with a passing result 4-0-1-0 Abstained by Larry Simonds

To approve because it is consistent with the Comprehensive Land Use Plan and is reasonable with the City of Lowell.

#### 6. New Business

**6A.** Request for Public Hearing: Spencer Ridge Subdivision Development Agreement- 6:29 PM Presented by Tyler Cobb. This is to set a public hearing for May 14, 2024 at 6pm.

The item was motioned To Set by DeWayne Chitwood and seconded by Phil Bonham with a passing result 4-0-1-0 Abstained by Larry Simonds

To set a public hearing for May 14 at 6pm for the Spencer Ridge Subdivision Development Agreement.

# 6B. Request to Set Public Hearing - Map Amendment (General, Rezoning) - 603 Groves Street - JPFJ LLC- $6:30\ PM$

Presented by Tyler Cobb. Mr. Cobb explained the area on the map that is being requested to be rezoned, which is about 5 acres. Councilmember Chitwood asked if this was the area that has already been cleared off. Mr. Cobb said yes. Mayor Pro Tem Bates asked how close this area would be to the other property owners. Mr. Cobb said he didn't have the exact numbers with him but stated the developer will have to conform to the required buffer between the two areas. Councilmember Bonham said currently this backs up into their [own] property. Mr. Cobb said it's not developed currently. Mr. Attaway said this is slated to be the 177 townhomes that Tru Homes is working on with the Planning Department. Mr. Cobb is asking to set a public hearing for May 14, 2024 at 6pm.

The item was motioned To Set by DeWayne Chitwood and seconded by Scott Bates with a passing result 4-0-1-0 Abstained by Larry Simonds

To set a public hearing for the rezoning of 603 Groves St. on May 14 at 6pm.

# 6C. Consideration of Interlocal Agreement with Gaston County for Lowell Elementary Waterline Extension Project- 6:32 PM

Mayor Simonds asked if this was still going to be inside the city limits of Lowell? Mr. Attaway gave some background on the situation. He showed a map (see agenda packet) of the school and stated that the school is in Town of McAdenville city limits. He said in the front of the River View subdivision is where Lowell's main line terminates at the moment. He stated that the county is using their American Recovery Plan Act (ARPA) funds to do some of the projects across the county. "The school is currently fed by McAdenville and the water quality and water pressure flow is inferior to the school so they are trying to take the path of least resistance and extend our city main line down to serve the school. There was a change to the Interlocal Agreement under Section 8, Operation, Maintenance, and Extensions. Language was in there that specified that if this wasn't a school, perhaps in the future, that we would still serve it or anyone from the connection point in McAdenville town limits we would be able to serve. That has been struck out of the agreement because the intent of the County and the City of Lowell is just to provide good, clean, reliable water to the school. We will have another subsequent interlocal agreement with McAdenville scheduled for May council meeting, where we will have Lowell and McAdenville as a party to the agreement basically because the Town of McAdenville has to authorize the City of Lowell to supply water in it's town limits when they have their own water enterprise fund." He said Ray Maxwell was here tonight to speak more about scheduling with the county commissioners for their approval if council decides to move forward with the agreement.

Mayor Simonds asked if we are billing them [McAdenville] water now. Mr. Attaway said they are currently fed water by McAdenville. Mayor Simonds said "they pay us because we furnish the water, they wouldn't be paying us a bill if they didn't. You and I have had this discussion before where you showed me all our lines and also when the lady came in from the water department and made the statement that 'yes we are billing them for water." Mr. Attaway said he would "have to have Lisa [Nolen, Finance Director] look up their account to see what is billed to McAdenville if that's what you're saying, but what we have now is a school fed by McAdenville and being replaced with a Lowell water line." Ray Maxwell, County Commissioner, came to the podium to answer questions. He stated that "McAdenville approached us because they are currently serving the school and the line that serves this school is old and dilapidated and unreliable so they approached us first and requested that they look for a way to fund the school and that is when we approached Lowell. The connection from your existing system is very short, only four or five hundred feet and it's only across the school property. Because it is in McAdenville's city limits, we have an agreement that is with Gaston County and Lowell that allows us to connect the school to your system but as your Manager was mentioning, there will be a separate agreement between McAdenville and Lowell to allow you to serve the school, which is in McAdenville's jurisdiction. Councilmember Smith said "so what we're doing is, the County is paying to put in these new water lines for Lowell to give the kids good water, obviously it's not good right now, then, to your point, the school will then pay the City of Lowell for their water?" Mr. Maxwell said "that is correct, we're just extending your system to the school, to serve the school and then Lowell will bill the school for monthly water service." Councilmember Smith said "so if there was never a school there, we would go back and not feed that property." Mr. Attaway said "it would be terminated and a blow off put in just like any other termination line or hydrant." Councilmember Bonham asked if this is only water, not sewer? Mr. Maxwell said "correct water only, and no cost to Lowell."

Mayor Simonds asked Mr. Attaway "what are the sewer (inaudible) to the school?" Mr. Maxwell answered and said he believes it goes to McAdenville. Mayor Simonds said "it's our system that goes down there and belongs to Lowell but anyway we don't want to lose the rights to that. With the County coming in and paying for water lines, that's all well and good but we don't want to give up any territorial rights to our sewer system because that's a big asset." Councilmember Bonham said "I don't think we have any rights to that to begin with, but as this is in front of us right now, it is a request to access to our city water within McAdenville city limits of which we will bill for and provide Lowell Elementary School proper water. I don't think it's much of a discussion." Councilmember Chitwood said "after the two years" and asked if Councilmember Bonham had read the agreement? Councilmember Bonham said yes. Councilmember Chitwood continued "you know it's after two years." Mayor Simonds said "read the agreement, you read it Scott [Attaway]." Councilmember Chitwood said "hold on a second, so you didn't read it either?" Mayor Simonds said no he didn't. Councilmember Chitwood said "you might want to read it because we are not going to ask Mr. Attaway to read it tonight because we should have all read it. During this period time of 24-26 [2024-2026] any monies made off of this, goes to the Treasury Department, the way I'm understanding. Am I correct? I was bringing it up because you [Mr. Maxwell] hadn't said 'during that two year period.' Apparently some of council has not read that or seen that and I wanted to make sure they understood that." Mr. Maxwell said "because we are using federal funds to extend this water line, there are some stipulations from the US Treasury that we have to abide by. One has to do with program income and that requirement from Treasury says that you can't earn income from infrastructure that was put in place with Treasury dollars. What the County is doing, through this agreement, is that we are contributing some local funds, local county dollars towards this project too that will offset that program income. I can get into as much detail as you want about this but basically what happens is when you bill the school and say that bill is \$100 a month, and the school pays Lowell that \$100 a month, you have to account for that money separately and be able to show where that money went in case US Treasury comes in and audits our project. Lowell will then submit records to the County on a quarterly basis that shows how much money came in to Lowell from the school and we have to go to our County Commissioners and get them to approve the release of those funds. So, you still get the money, it still goes into the Lowell accounts, but until we go to the Commissioners and get approval for release of the funds, you can't spend that. Now we will do that on a quarterly basis and when the Commissioners approve that, we'll notify the Manager that the funds have been released and you can do whatever. It just has to be an accounting trail so that if we are audited, we can show that the money was set aside and it didn't just disappear into a black box but it was set aside and we used funds that we are paying as kind of a local match, so to speak, to offset that income. It's just a process you have to go through to show where the funds went. At the end of December 2026, which is the end of the ARPA period of performance, at that point, moving forward, there is no need for you to reconcile with us because the federal grant period is over."

Mayor Simonds asked "what's the need for us to replace this water line? What's wrong with the present water line. I mean we are billing to the school now." Councilmember Chitwood said "again it is in the agenda that it is corroded." Mayor Simonds said "you don't have to approve this, I don't care if I read it or not, that's up to you, but I think we need to know." Councilmember Chitwood said "because it is corroded and causing poor water quality and water pressure to the school system." Councilmember Smith added "to the kids of this community." Mayor Simonds said "I hadn't heard any complaints but it's ok, you can approve this, yes it's up to you." Councilmember Smith and said "so we will just get that quarterly versus

monthly and I appreciate you bringing that up DeWayne [Councilmember Chitwood], I read it but I (inaudible)." Mr. Attaway said "we will bill monthly, get paid monthly but will hold those funds in a separate funding account until the Commissioners release the funds, say four months, \$100 a month, they release \$400. Same situation that you are dealing with the other school projects, I presume, in the City of Gastonia that's already approved an Interlocal for that project." Mr. Maxwell said yes.

Councilmember Bonham asked "just to be clear right now, Lowell Elementary is being fed from where?" Mr. Maxwell said "McAdenville." Councilmember Bonham asked "and proposed is from where?" Mr. Maxwell said "Lowell." Mayor Simonds said "explain to me how it is being fed by McAdenville if it comes right down in front of your [pointing to Councilmember Bonham] house, where you rent, down to the school, that's where our water line is, not McAdenville's water line. This smoke in mirrors is a joke and we wouldn't be collecting the water if it wasn't our water line. That's just common sense. The whole deal is this, we don't want to give up no territorial rights to no one as far as our possessions, which is our water line and our sewer line." Councilmember Chitwood said this is not giving it up. Mayor Simonds said "I want to make sure that we are not giving it up because it does not belong to you or me, it belongs to the whole town." Councilmember Chitwood said "again, this is not giving it up. The only other question I had is that it says the County has agreed to provide GAP funds, which yall are doing...you can cancel, alter the project if sufficient funds are not available. If that happens, not saying it will, who is responsible for the rest of that?" Mr. Maxwell said "the County will provide the GAP funds but I have to have a disclaimer in there for legal reasons to say if, for some reason, the County went bankrupt, or something like that, and we didn't have the money to cover it, then we could say, we're not continuing with the project and we won't move forward. There is no impact to Lowell." Councilmember Chitwood asked "so, you're not going to come to the City of Lowell and say let's find money to fix this?" Mr. Maxwell said correct.

The item was motioned To Approve by Travis Smith and seconded by Phil Bonham with a passing result 4-0-1-0 Abstained by Larry Simonds

# 6D. Resolution to Designate Chief Moore as the Official to Make Recommendations to the NC ABC Control Commission- 6:45 PM

Presented by Scott Attaway. He stated this had been implemented before here but somehow the ABC Commission does not have it on file. He said we are asking, to follow suit with the rest of the municipalities and appointing the Chief as that designated official. He said it still goes through the zoning, to ensure that restaurant, for example, is allowed in the area they are wanting to be located in, but the Chief has the final signature.

The item was motioned To Approve by Scott Bates and seconded by DeWayne Chitwood with a passing result 4-0-1-0 Abstained by Larry Simonds

## **6E. City of Lowell Façade Grant Application Review and Approval**- 6:48 PM

Presented by Tyler Cobb. He said staff received 10 applications and after reviewing and considering all the applicants, they identified the following projects for funding, three of which are in our downtown location and one is on highway 74, total of four projects:

- 1. EM Investments: update and paint to match the neighboring businesses for \$2500
- 2. Vera Floyd Salon: new front door purchased and installed for \$1,170
- 3. Back of the Moon: improving paint, trim and molding to match connecting buildings for \$2406.03

#### 4. York Properties: cleaning of the exterior of the building for \$585

This is a grant total of \$6661.03, leaving a balance of \$3,338.97 for FY24 and there will be no remaining cycles [in this fiscal year]. Councilmember Chitwood asked if that means that there will be no grants accepted? Mr. Cobb said correct, the review and application process is over and the approval is just for the four businesses. Mr. Attaway said there were two cycles, one was opened in the fall receiving zero applicants and then the spring cycle. He said there will be a surplus. Councilmember Chitwood asked if there are always two cycles every year. Mr. Attaway said yes and this is the first time the facadegrant was revamped and the first time doing the two cycles. Councilmember Bonham asked "is it really two cycles? There's a bucket of money that when you go through the first cycle I think if it's consumed in that cycle, there's not a second one?" Mr. Attaway said "you could."

Councilmember Bonham said "this was extended because no one applied in the first go round, so this one came and people took advantage of it, which is great." He asked if the guidelines are very clear, specifically referring to the procurement process of getting at least three bids, and having enough time to do so. Mr. Attaway said "we can bring that back to the Lowell Community Committee (LCC) for them to study that with that in mind. After this agenda item, we plan on updating them on where this went anyway. I think it is very clear. It's an intense application of multiple pages but if you all would like to change the parameters a little bit about the number of bids, trying to find more local in the city perhaps, we can look at that and take it to the LCC." Councilmember Bonham said "I am not opposed to three bids. I'm also not against a percentage allowable for local vendors."

Councilmember Chitwood asked "how do we determine how much one person gets, because I see, obviously all this grant, all this money for it does not cover what they are asking for?" Tyler Cobb said the max is \$2500. Mr. Attaway said the grant is dollar to dollar or that the owner has to match what the city contributes. Councilmember Bonham asked about the Back of the Moon property. He said "as the building ties into another building that is not leased or it seems that nobody wants to do anything with it. I wonder if, as much as I would like to, does the city match funds for that, if it's not going to match the adjoining space that's right there." Mr. Attaway said "they just painted. The adjoining space had a code violation and the former Planning Director and Tyler [Mr. Cobb] worked on that with them to replace some window panes and paint the window trim and they painted all the molding around the top." Councilmember Chitwood asked if this was the old bank. Mr. Attaway said yes. Mr. Cobb added that Back of the Moon is wanting to do the trim and the molding to match the whole building.

The item was motioned To Approve by DeWayne Chitwood and seconded by Scott Bates with a passing result 4-0-1-0 Abstained by Larry Simonds

6F. Resolutions for Approval of (1) the Inter Local Agreement with Gaston County for Enforcement Services of the Gaston County Soil Erosion & Sedimentation Control Ordinance; and (2) for the Inter Local Agreement with Gaston County for Enforcement Services of the Gaston County Stormwater Ordinance- 6:53 PM

Presented by Jamie Watkins. She stated that the two resolutions are to approve updates to the Interlocal Agreement that has been in place with Gaston County since 2007. She said nothing substantial has changed but a clarification of both the roles of the city and Gaston County as it pertains to permitting, plan review, stormwater control measures on active construction sites, and sediment and control measures on active construction sites. She said this is basically giving the county permission, in our place, to perform

plan reviews, permitting, and site inspections in regard to new development. In exchange for that, they are allowed to collect any fees associated with plan reviews, permits, and fines if they find that a developer has violated best management practices. She said these do not cost the City of Lowell anything or deprive the city from performing it's own inspections nor does it require the city to collect monies and hold onto them to pass onto Gaston County. The county would handle all of that.

Mrs. Watkins said the reason we need these is because there are certain requirements that the city needs to meet to be able to perform soil erosion and sedimentation control inspections. She said the "city has to be delegated by the North Carolina Department of Environmental Quality. Additionally some proportions of this plan review activities require you to be a licensed professional engineer and we do not have the staff to meet those qualifications. Therefore staff is requesting the approval of both of these Interlocal Agreements." Mr. Attaway said we have Mr. Joseph Alm here from the Gaston County Natural Resources to answer more in depth questions. There were no additional questions.

The item was motioned To Approve by Travis Smith and seconded by Phil Bonham with a passing result 4-0-1-0 Abstained by Larry Simonds

**6G.** Consideration to Amend the Planner Position to a Salary Grade 17 from Grade 20 - 6:57 PM Presented by Scott Attaway. He stated that after reviewing the ongoing salary study with the MAPS Group who is our consultant working on this, which will be presented next week and the budget work session, the information found on the Planner I position fits more of a grade 17 than the grade 20 as it currently stands. This is the vacant Planner position since Tyler Cobb was promoted to the new Planning Director. Before we advertised for this position, staff wanted to go ahead and make the change if the adoption of the new pay study is voted on. The results of the salary study will be presented next Tuesday, April 16, 2024.

Mayor Simonds said "we're getting closer to the budget, you've not hired anyone besides Tyler [Cobb] right? No one is in the zoning other than Tyler, correct?" Mr. Attaway said "correct." Mayor Simonds said "I'm just waiting to look at the whole budget process as far as how much money we are going to be able to spend and what we really need." Mr. Attaway said "council can discuss that if that's what you all would like to do but that department is very busy with the development, code enforcement and zoning things that are going on. Trying to do this going forward and reduce it, so it's less of a fiscal impact on the city." Councilmember Bonham said "I understand what the mayor is saying and I appreciate that, but understanding where we are trying to facilitate this position, whether we move forward with filling it or not doesn't matter, the pay grade still needs to be set. I agree moving it to a pay grade 17 versus a 20 in keeping the conversation in line with that position." Mayor Simonds said "I agree with that as well, as long as we don't hire anyone after we, until we get our budget done." Councilmember Bonham said "we are just changing the position, the salary grade, is all we're doing here." Mayor Simonds said "I just don't want him to slip it in and hire someone before we have a budget meeting, but that's ok. You're making a motion to do what?" Councilmember Bonham said "I did not make a motion, but a comment. If you are looking for a motion, I make a motion to amend the Planner position to a salary grade 17 from grade 20." The motion was seconded by Councilmember Smith. The vote was unanimously in favor.

The item was motioned To Approve by Phil Bonham and seconded by Travis Smith with a passing result 4-0-1-0 Abstained by Larry Simonds

#### 7. Reports / Discussions

- 1. Received a draft Brownfield agreement for the old dye plant at 1602 N. Main St that is being reviewed and underway now with our legal, environmental consultant and environmental attorney so we can make comments on it and bring to council in the future.
- 2. Budget work is underway. It will include easy to read and brief documents to supplement the overall budget available for the public to get a better understanding. Preparation for the budget work session next week are also underway.
- 3. An email was sent to council last week to set up a time to meet with them before the meeting with the engineering consultant at noon at Harold Rankin Park on Tuesday, April 16th. He said he has heard from four members and asking the other two members to respond on if they will be there. He said this meeting is to go over the whole process of the Part F grant and LWCF grant the city received for the Harold Rankin park phased project.
- 4. Pavement inventory analysis map is almost complete thanks to our GIS Analyst, Todd Stroupe and Public Works Director Thomas Shrewsbury. They have been doing this in-house to save the city money and he will bring this report to council in the future so they can prioritize the Powell Bill fund balance on some paving projects.
- 5. Public Works Director interviews are underway. Related to that, the CDBG-I (Infrastructure) which was for sewer line repair and rehab in a certain geography of Lowell. We had tried to add the Lynn St Pump Station into that but the State denied it. There was a meeting this morning on how to utilize the remaining grant funds of approximately \$800,000. He said we are looking to slip lining more pipe out there and some man hole rehabilitation. We've done an AIA sewer map project through a grant received a few years ago and the GIS Analyst is taking those layers and finding all the man holes. He said it's probably at least 50-60 man holes in this geography and they are ranked by some level of importance for I&I or Inflow and Infiltration issues where rainwater is getting into the sewer system. We are thinking of developing a scope of a project to line all those or spray line those man holes which will help with our ongoing I&I battles.
- 6. Police Department is putting together a hiring panel and some written exams this week for the Sergeant position.
- 7. The CIP and water rates study is ongoing and the consultant will come to the work session next Tuesday to speak more on it.

#### 7B. City Attorney Report-

Nothing to report.

#### 7C. Mayor and City Council General Discussion- 7:03 PM

- 1. Councilmember Smith reported that he had a meeting with the YMCA about coming to the Boys and Girls Club. He said it went ok and they will be coming to the work session on Tuesday (April 16th) to explain their costs and the route the city wants to go.
- 2. Mayor Simonds said council "has not adopted the audit this year from the previous council has never been approved and needs to be done. Also, this council, when we got elected, we expressed that we wanted an overall forensic audit for the City of Lowell and nothing has taken place. I'd like to have it put on

the agenda for the next meeting agenda to vote on it but I strongly recommend that we do have a forensic audit. Like today, when I got this stuff from Mr. Attaway... We got this deal where we signed with Trifecta on August 14, 2023 for \$949,000 and by November we already spent right at \$900,000 so yall knew then that you were going over budget and as it went into the next year they spent all this money, \$1,987,000 as of to date. Let me explain something to you Scott, I'm not stupid. You got two statements on here for September 15th for \$34,000 exact amount and I want it to be on record, \$34,748 and another for \$196,000 and on the very same day you have two more, you got to have check numbers. \$34,748 and another \$196,000. This don't add up and we need to have invoices to show this." Mr. Attaway said "I'd be happy to sit down with you and we can go through." Mayor Simonds said "it ain't about just sitting down, this is mind boggling to see that someone had to authorize these checks and pay the same amount twice on the same day, maybe we got some money coming back." Mr. Attaway said "we didn't pay double for anything. Again, I'll be happy to sit with you and go through these by the invoice." Mayor Simonds said "this is yours, this is what you gave me but I'll be glad to sit down with you. In the interim, we need to have an audit and I want it put on the agenda if that's ok with the council since that's the only time you can do it, unless you want to vote on it tonight but I'd rather Shane [Robinson] be here so we can have a full council. But we do need a forensic audit to know where every penny has been spent. If you want to vote that's fine but I'm asking it to be put on the agenda."

Councilmember Bonham said "giving that we have a third party audit anyway, so you are disputing the third party audit that we already paid for and you're saying you want another audit." Mayor Simonds asked him what is the third party. Councilmember Bonham said "we paid a third party company..." Mayor Simonds said Butler and Stowe. Councilmember Bonham said "who is not an employee of the City of Lowell, we paid them, the third party company, to conduct an audit. This is what they do for a living to municipalities, forever, and they don't find anything wrong but you think something's wrong, so you want to pay another audit to come back and tell you there's nothing wrong? If there were red flags somewhere, I'd be 'yeah, ok sure, let's go for it, pay some tax dollars'. There aren't any, outside of what you believe to be true or what you want to believe to be true. The audit before that didn't say anything, the audit before that didn't say anything, the audit before that didn't say anything and back, back, back, back. We don't have any red flags anywhere and all of a sudden you want to use terms like forensic audit and write checks for something. If there is something real and something out there that we need to know that the lawyer is covering up, the manager is, all this conspiracy and \$2 million dollars underneath City Hall, unless there is something there, why are we spending money going through this?" Mayor Simonds said "my question, like I explained earlier is when you pay the same amount twice.." Councilmember Bonham said "the City Manager said he'd be happy to meet with you." Mayor Simonds said "that has nothing to do with it." Councilmember Bonham said "you'd rather pay somebody to come in to say there's nothing wrong than to listen to the City Manager when he's offering you an explanation. To me it's ridiculous. You're wasting the City Council's time on this, you're wasting staff time on this in tax payer money on this. If there is an issue, there's an issue, if it's not, it's not. Obviously, there's not." Mayor Simonds said "that's your opinion and you have a right to vote yes or no but I'm just asking the council to put it on the agenda. Do we need a vote to put it on the agenda or can you just put it on there Scott?" Mr. Attaway said "the rules and procedures state that the Mayor and council can ask to add an item to the agenda. You do not need a motion to add. I think what you may be trying to do is straw poll the council to see if they would like to even consider this." Mayor Simonds said "I'm not straw polling nothing, I just want to know if I need a

motion to call for an audit but if you put it on the agenda, that's good, and let them vote on it and I'd rather have the full council here to do that. I want to have it done and that's just my opinion and you can have your opinion [talking directly to Councilmember Bonham]. I respect your opinion, but you're damn well going to respect mine." Councilmember Chitwood said "Mayor, I'd appreciate without cussing." Mayor Simonds said "it ain't cussing sir, it's the truth." Councilmember Chitwood said "well control it." Mayor Simonds said "ok (inaudible), what we're going to do next is get that on the agenda for May correct?" Mr. Attaway asked what he would like on the agenda. Mayor Simonds said to call for a forensic audit for the City of Lowell, dating back to 2010 to present day.

Councilmember Smith said he had a question. He said "no offense, you want to audit an audit?" Mayor Simonds said it's not auditing an audit. Councilmember Smith said "that's exactly what it it." Mayor Simonds said "it's auditing all the transactions, all the contracts, that's what a forensic audit is." Councilmember Smith asked him how much he thinks that's going to cost the citizens of Lowell. Mayor Simonds said "I don't know. Ranlo did it for like \$30,000." Councilmember Smith said "you're willing to spend \$30,000 to audit an audit?" Mayor Simonds said "whatever it takes." Councilmember Bonham said "with no red flags, let's throw in another caveat I want every hour of every employee that spends any minute documenting on time spent on putting the information together for, in addition to, whatever the auditors comes into, how much time we are wasting, etc. There are no red flags, nothing in here to suggest that anything was spent the wrong way. You want it because you want it and that's fine." Mayor Simonds said "I want it because we are paying too much for taxes. I want to know where the money is." Councilmember Bonham said "you know where it is. It's right there in our audit as it is every year. You're auditing an audit." Mayor Simonds said "why are you arguing with me? I'm asking for a forensic audit that's going to take council vote, not Larry vote. It's not up to me." Councilmember Bonham said "it's the why? Why are you stirring a pot and there is nothing to stir." Mayor Simonds said "you can't ask why in the real world about nothing. Someone passes away, you can't say why, you say Lord thank you for taking them and know it's going to be ok." Councilmember Bonham said "fine, count it up and let's see how much this is going to cost." Mr. Attaway will put it on the agenda for next month.

Mayor Simonds said he appreciates everyone's interest and they should ask questions and that there was nothing wrong with that. He then thanked everyone for being here tonight.

#### 8. Adjournment

#### **8A. Meeting Adjournment**- 7:12 PM

The item was motioned To Approve by Scott Bates and seconded by Travis Smith with a passing result 4-0-1-0 Abstained by Larry Simonds



# **Regular City Council Meeting**

# **Citizen Academy Graduation**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Special Presentation Item: 3A
Reference File	Presented By

To: Scott Attaway, City Manager

From: Cheryl Ramsey, City Clerk

Date: 5-7-2024

**Re: Citizen Academy Graduation** 

Four citizens of Lowell, NC have successfully completed the requirements of the Citizen Academy. They had an opportunity to meet with and learn about the City Manager, City Clerk, Finance, Utility Billing, Parks and Recreation, Public Works, and Planning Departments as well as sit in on one of the Planning Board Meetings and the Lowell Community Committee meetings.

Graduation Ceremony for the following residents:

Tamika Hopper

Kelly Busher

Scott Wilson

Laura Lovelace

## National Public Works Week

# Proclamation 02-2024

**WHEREAS**, May 19-25, 2024 has been designated as Public Works Week in which we pause to reflect on the contributions of the Public Works staff; and

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Lowell, NC; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in Lowell, NC to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

*WHEREAS*, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

**NOW, THEREFORE**, the City of Lowell City Council, do hereby designate the week May 19–25, 2024 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

This, the 14 <sup>th</sup> day of May, 2024.		
	Larry Simonds, Mayor	
ATTEST:		
Cheryl Ramsey, City Clerk	_	

# National Police Week May 12-18, 2024 and Peace Officers Memorial Day May 15, 2024

### Proclamation 03-2024

**WHEREAS**, throughout our nation, law enforcement officers serve diligently and with unwavering dedication to uphold the rule of law, safeguard our communities, and protect the rights and liberties of all citizens; and

**WHEREAS**, these brave men and women of law enforcement selflessly put their lives on the line each day to ensure the safety and security of our neighborhoods, often facing grave dangers and challenges in the line of duty; and

**WHEREAS**, National Police Week observed annually, provides an opportunity for all Americans to express gratitude to law enforcement officers for their tireless commitment and scarifies, and to honor those who have made the ultimate sacrifice in service to their communities; and

**WHEREAS**, Peace Officers and Memorial Day, observed May 15th, serves at a solemn occasion to pay tribute to the memory of law enforcement officers who have lost their lives in the line of duty, and to honor their enduring legacy of courage, valor, and service; and

**WHEREAS**, the City of Lowell, North Carolina recognizes the invaluable contributions of law enforcement officers to our community and acknowledge their integral role in fostering a safe, just, and inclusive society for all residents;

**NOW, THEREFORE,** I, Larry Simonds, Mayor of Lowell, do hereby proclaim the week of May 12th through May 18, 2024 as National Police Week in our City. I call upon all residents to join in honoring our law enforcement officers, expressing gratitude for their dedication, and recognizing their sacrifices.

**FUTHERMORE**, I designate May 15th, 2024, as Peace Officers Memorial Day in Lowell and urge all residents to observe this day with reverence and reflection, honoring the memory of those officers who have given their lives in service to our community.

*IN WITNESS WHEREOF* I have set my hand and caused the official seal of the City of Lowell to be affixed this 14th day of May 2024.

	Larry Simonds, Mayor
TTEST:	
	_
Cheryl Ramsey, City Clerk	



# **Regular City Council Meeting**

#### **Finance Update**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4A
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: May 2, 2024

Re: Finance Update

#### **Utility Billing:**

· Answer questions from Utility Billing staff.

- · Provide assistance as needed answering phone, troubleshooting technical issues, and reviewing items for staff.
- · Provide back-up when staff is out of the office.
- Complete water report requested by Public Works Director.

#### Finance:

- · Issue purchase orders for staff.
- Process and pay bills.
- Ensure all transactions are entered correctly and reconcile bank accounts.
- Complete tasks as needed for the agenda related to Council meetings.
- Complete reporting requirements for SCIF Grant and update spreadsheet for all SCIF related transactions.
- Complete required annual reporting for ARPA Grant.
- · Complete needed documentation and tasks for other grants.
- Continuous training for Accounts Payable/Payroll clerk on duties to assist Finance Director.
- Review A/P for accuracy, advise clerk of corrections, and review again to ensure all is correct.
- · Reconcile bank accounts.
- · Compiling information requested by CPA from NCLM.
- · Provide assistance to other staff as needed.
- Other duties as needed.

#### Other:

- Attend Department Head meetings.
- Attend meetings with City Manager.
- Attend Leadership Gaston classes.
- Meet with CPA from NCLM to discuss needs of the City for conversion to Black Mountain Software.
- Attend other meetings as needed.





# **Regular City Council Meeting**

## **Stormwater Report**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4B
Reference File	Presented By

To: Scott Attaway, City Manager

From: Jamie Watkins, Stormwater Administrator

Date: 5-3-2024

Re: April 2024 Report

- Inspected Waste Water Treatment Facility, Public Works Facility, McCord Parking Lot, and Methodist Parking Lot in accordance with Pollution Prevention and Good Housekeeping BMP 43.B.2.
- Attended the second of three free NIFP 101 workshops with NC Emergency Management.
- Made all necessary preparations for the Litter Sweep event on Saturday 20 April.
- Attended Regional Stormwater Partnership of the Carolinas Board meeting for first time as the newly elected Secretary.
- Attended South Fork Water Quality Subcommittee Meeting
- Began investigating a new stormwater complaint.
- Distributed Landscaping Management Industry BMP flyers to all construction contractors with active construction sites in Lowell in accordance with BMP 8.B.3.
- Began developing a "Stormwater Welcome to Lowell" kit to be given to new residents of River Heights in accordance with BMP 8.B.3.
- Began work on the next Stormwater Spotlight portion of the Lowell Newsletter in accordance with BMP 10.B.1.
- · Continued streamlining and organizing digital records.
- Created activity books and NC Bike Law FAQs to distribute at the upcoming bike rodeo.
- Designed digital art for a Facebook post thanking Litter Sweep volunteers in accordance with BMP 13.B.1.
- Began drafting outreach information to be distributed electronically to past volunteers.
- Began drafting outreach materials to be distributed in print with the intention of recruiting new volunteers.
- · Assisted with Bike Rodeo.
- Stakeholder on-site meeting with Willow Creek project group.
- · Quarterly meeting of South Fork Collective.
- · Department Head Meeting.



# **Regular City Council Meeting**

# **Planning Report**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4C
Reference File	Presented By

To: Scott Attaway, City Manager

From: Tyler Cobb, Planning Director

Date: 5-8-2024

**Re: Planning Report** 

#### **Code Enforcement:**

Multiple nuisance violation letters issued.

1 Minimum Housing Case

#### **Enforcement Action:**

N/A

#### Zoning:

Processed (19) zoning permits in April.

Permit count (56) for calendar year 2024 to-date.

Meeting regarding Spencer Ridge development agreement.

Meeting regarding Spencer Ridge water/sewer line alignments.

Reviewed Site Plan for Lowery Oaks

#### **Planning:**

HWY 7 Project review

Attended Lowell City Council Meeting, 4/09/2024.

Attended Lowell Community Committee meeting 4/29/2023.

#### Other:

Attended monthly department head meeting.

Attended UNC School of Government

Presented at Citizen Academy





# **Regular City Council Meeting**

## **Police Report**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4D
Reference File	Presented By

To: Scott Attaway, City Manager

From: Jeff Harrison, Assistant Chief of Police

Date: May 8th, 2024

Re: Monthly Report

Lowell Police Officers responded to 526 calls in the month of April. There were 80 traffic stops conducted, however there is still no citation data while we await the arrival of New World reporting. There were Five felony arrests and six misdemeanor arrests during the month.

A thorough sergeants promotion assessment was conducted in April. Candidates for promotion each sat for a written test that covered important sections of our policy manual. Both candidates passed the test demonstrating extensive knowledge of our policy manual. On the 19<sup>th</sup> the candidates sat for the in-person interview and scenario portion of the assessment. Two panels of three members each conducted the assessments and scored the candidates responses. The scores were totaled, and the results revealed that both candidates would be appropriate for the position. Ultimately Officer Tinoco was selected by Chief Moore for promotion.

There was one officer's resignation in April. Jacob Springs resigned after only five months with our agency.

There were two offer letters sent out the first week in May.

Officers assisted the recreation department with a "bike rodeo" event the last Saturday in April. The event was held on a day that Lowell also had T-ball games scheduled. The event was well attended, and many children received free bicycle helmets.

Officer Murphy attended Intoximeter training and has received his certification. Officer Murphy can now conduct his own DWI investigations and run testing to determine a person's level intoxication.



# **Regular City Council Meeting**

## **Communications Report**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4E
Reference File	Presented By

To: Scott Attaway, City Manager

From: Cristy Cummings, Communications Director

Date: May 8, 2024

**Re: April Communications Report** 

- · City website updates
  - Updated Quick Links on the Homepage
  - · Added documents as requested by Department Heads
  - Created Edgewood Cemetery page on website and reached out to local funeral homes for direction when people call us to set up arrangements for their family plots
- · Creation of social media content for Facebook and Instagram
  - · Event artwork and promotions
  - Holiday/office closing posts
  - o Other posts to keep residents in-the-know
- CodeRed
  - Updated CodeRed contacts
  - Sent out City alerts (phone, email, text)
    - Rogosin Blvd. Traffic Calming Measures Meeting
    - Lowell PD Community Watch Meeting and Kid's Bike Rodeo event
- General
  - Set up agenda link and ran test meetings for Planning Board meeting and regular City Council meeting.
  - o Monitored video and audio during regular City Council meeting and Special City Council meeting
  - Worked with GIS to update StoryMap
  - Took updated photos around town for photo inventory for future posts
  - Assisted Parks and Rec Director with transition by answering questions and sending over contacts/vendor information
  - Attended meetings with:
    - Staff Department head meeting
    - Council meeting
    - Attended 3 day Communications conference in Concord



# **Regular City Council Meeting**

# **Public Works Report**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4F
Reference File	Presented By

To: Scott Attaway, City Manager

From: Thad Buchanan, Interim Public Works Director

Date: May 8, 2024

**Re: Public Works Report** 

City crews repaired the following water leaks in April:

• Dogwood St. 2" main

- · Walker Dr. 2" main
- S. Church St. 2" main
- Stowe St. 2" main
- Lowell Ave. 3/4" service
- Park Cir. 2" main
- Walnut St. 2" main
- White Oak Dr. 2" main

# Bulk Trash Pickup:

• City crews picked up 15.73 tons of trash on bulk pick up days - April 1st, 2nd, and 3rd

City crews continues with the lead and copper evaluation.

Street Dept. Mowed and maintained all City properties and right of ways.

Repaired street signs.

Replaced 25' storm drain pipe on mclain st.



# **Regular City Council Meeting**

# Geographic Information System (GIS) Report

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4G
Reference File	Presented By

To: Scott Attaway, City Manager

From: Todd Stroupe, GIS Analyst

Date: May 8, 2024

Re: Geographic Information System (GIS) Report

#### GIS and Mapping

- Generated Lowell BBQ cookoff and music in the park alcohol permitted area map for event ABC permit
- Developed Lowell Development Projects interactive map for the City website.
- Generated CDBG Infrastructure area map that shows maintenance hole risk priority assessments and sewer line within grant area
- · Coordinated and mapped Toyota of Gastonia storm system
- Provided age, poverty, and race and ethnicity Census information for an April data request
- Generated Lowell's potential development and opportunity map.
- Provided housing Census information for an April data request
- · Generated McCord Family Park mark-up map for BBQ cookoff
- Provided water distribution GIS data to Wooten for the future Water AIA project
- · Generated Spencer Ridge Development Agreement map for the mailer to adjacent property owners
- Compiled adjacent property owners' mailer list for the Spencer Ridge Development Agreement public meeting
- · Compiled adjacent property owners' mailer list for the Choice USA Beverage INC rezoning public meeting
- Assisted in four Lowell facility inspections per MS4 permit pollution prevention and good housekeeping requirements
- Assisted in seven outfall inspections per MS4 permit IDDE requirements.
- Continue to work on lead service line inventory
- · Continue to work on Phase 2 of MS4/stormwater infrastructure mapping

#### Other Tasks and Assignments

- · Worked on ISCS List for GBA
- Created "No Heavy Trucks" artwork for the manufacturing of road regulatory signs

## Meetings and Events

- · Attended GCLMPO TCC Meeting
- Attended Bicycle Pedestrian Advisory Committee Meeting
- · Attended Lowell Planning & GIS Liaison Meeting
- Attended Lowell CDBG manhole discussion meeting with WithersRavenal

#### Completed Edgewood Cemetery Mapping Project

Kicked off the mapping project in October 2023

- Completed grave inventory of approximately 1,552 graves and 101 family headstones in May 2023
- Information in the inventory includes individual's names, birth and death dates, military services, society memberships, and web links to permanent grave markers
- Staff is finalizing the public-facing interactive web map which will include information pop-ups, a search by name bar, military filter, and navigation functions like pan and zoom.



# **Regular City Council Meeting**

#### **Parks and Recreation Report**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Consent Agenda Item: 4H
Reference File	Presented By

To: Scott Attaway, City Manager

From: Andrea Nixon, Parks and Recreation Director

Date: May 9, 2024

**Re: Parks and Recreation Report** 

#### **GENERAL**

- -Prepared supplies and items for Kid's Bike Rodeo
- -Communicated with Safe Kids Gaston County assistance with bike rodeo
- -Communicated with vendors for Kids Bike Rodeo
- -Communicated and collaborated with Police Dept and Storm Water assistance with Kids Bike Rodeo
- -Worked on Music in the Park series
- -Corresponded with Bands-available dates, contracts
- -Communication with Public Works-needs for upcoming events
- -Worked on Memorial Day Service program-participants, layout
- -Worked on BBQ Cookoff- recruitment of cook teams, band
- -Corresponded with Customer Service-Ball field and shelter rentals
- -Communication with Communications Director- regarding programs/events and general questions
- -Scanned and submitted receipts and invoices
- -Answered phone calls and returned voicemails
- -General cleaning and picked up trash in park

#### **MEETINGS**

- -Site Visit for Boys & Girls Club 4/3
- -Meeting with MadCap 4/9
- -Citizens Academy 4/15
- -Attended City Council Work Session 4/16
- -Area Special Event Coordinators Meeting 4/17
- -Lowell Community Committee (LCC) Meeting 4/29
- -Department Head Meeting 4/30

#### **EVENTS**

-Kids Bike Rodeo with Lowell Police Department Saturday, April 27 at 11 am Harold Rankin Park (50 youth/families)

#### **ATHLETICS**

- I onomed up on team annothis man Essie sport shop
- -Distributed team uniforms to coaches
- -Communicated with coaches and parents: schedules, games, practices
- -Set up and prepped ball fields for game days
- -Supervised practices and games at Harold Rankin Park
- -Communication with Parks & Recreation Maintenance regarding ball fields and needs for games



# **Regular City Council Meeting**

#### Public Hearing - Map Amendment (General, Rezoning) - 603 Groves Street - JPFJ LLC

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Unfinished Business Item: 5A
Reference File	Presented By

To: Scott Attaway, City Manager

From: Tyler Cobb, Planning Director

Date: 5-8-2024

Re: File #ZMA24-01, General Rezoning Request, 603 Groves Street, Lowell, NC - Parcel 302742

#### STAFF REPORT

Rezoning File # ZMA24-01

OWNER(S): JPFJ LLC

**APPLICANT**: JPFJ LLC

PROPOSED ZONING ACTION: CHANGE TO INDUSTRIAL (IND) ZONING CLASSIFICATION

**LOCATION**: 603 Groves St. Lowell, NC, Parcel 302742

**TOTAL TRACT SIZE:** 18.79

**AREA TO BE REZONED**: 5.03

#### **EVALUATION:**

The applicant has submitted a rezoning request to have the property rezoned from (MU-2) Mixed Use to (IND) Industrial . Industrial zoning is being requested to facilitate an expansion of the existing business.

#### Site Description and Background

The subject property includes one tax parcel, currently located in Lowell's jurisdiction, zoned MU-2 (Mixed Use). A rezoning application has been filed by the applicant. The current site has two zoning districts. The front of the property is zoned IND. The back of the property is currently zone MU-2. The overall site of the property is 18.79 acres, the applicant is asking for a rezoning of 5.03 acres.

Proposed Zoning Conditions (if applicable)

N/A.

#### Adjoining Properties and Land Use Trends

Adjoining properties are a combination SFR-3 (Single Family Residential), MU-2 (Mixed Use) and VSR (Vehicle Service and Repair).

# **Available Public Facilities**

Public utilities (water & sewer) are existing on the site.

## Consistency with Adopted Plans

The Future Land Use Map in the 2040 Land Use Plan indicates Employment/Manufacturing uses for the subject property

#### Conclusion

The request includes an rezoning and assignment of zoning from MU-2 to IND to facilitate an expansion of the existing business. . Based on the 2040 Land Use Plan, the submitted site plan, and proposed conditions, staff recommend approval of the request as presented.

<u>Statement of consistency and reasonableness (motion to approve)</u>: The proposed zoning is consistent with the City of Lowell 2040 Comprehensive Land Use Plan and will result in the development of a IND. The Planning and Zoning Board considers an affirmative vote to be reasonable and in the public's interest.

<u>Statement of inconsistency (motion to deny)</u>: The Planning and Zoning Board considers an affirmative vote to not be reasonable and not to be in the public interest.

## **Attachments**

Town of Lowell\_20240328\_100850 (1).pdf
Rezoning\_ChoiceUSABeverageINC\_2024March28 (1).pdf
ORDINANCE NO 2-24 Rezoning Choice.pdf

# **APPLICATION FOR REZONING**

TO: THE CITY OF LOWELL	APPLICATION #: ZMA24-01 DATE FILED: VO3-11-2024
	FEE PAID: VES. \$ \\260.
The undersigned does (do) hereby respectfully m of Lowell to amend the Zoning Ordinance and/or Lowell as hereinafter requested and in support of shown:	change the Zoning Map of the City of
1) It is requested that the real property hereinafte	er described be rezoned from:
Mixed Use (MU-2) to	Industrial (IND)
2) The real property sought to be rezoned is own JPFJ, LLC as evidenced in Deed Book 5112, Page 25 Office. There are no restrictions or covenants which would prohibit the property from being of this application.	, Gaston County Register of Deeds of record appearing in the chain of title
3) The address of the real property sought to be NC 28098 (portion of real property with this description by metes and bounds of said realty	address) and / or a further legal
(street) Ford Drive	en Groves Street and (street) further identified in Gaston County , Parcel(s) 302742 (portion of)
5) The following are all the adjoining property o sides, front and rear, which shall include prop ty sought to be rezoned. The names and address	erties across the street from the proper-

60

by the most recent tax listing as recorded in the Gaston County Tax Office. (Use additional pages if necessary.)

	Lowell Townhome Land LLC	2649 Breckonridge Centre Drive
		Monroe, NC 28110
	Magnolia Place Townhomes HOA Inc.	5001 A Roseboro Ct.,
	3	Lowell, NC 28098
	Town of Lowell	101 W 1 <sup>st</sup> Street
		Lowell, NC 28098
	Dow E. Beatty	700 Bowden Drive
	Dow D. Doung	Lowell, NC 28098
	Cami Anne Maxwell	702 Bowden Drive
	and Ryan Bruce Maxwell	Lowell, NC 28098-1747
	and regard brown in the second	Downing The 2000 of the
6) 7)	The applicant understands that a letter statir Hearing for the rezoning of said property sh in Paragraph 5 at least ten (10) days prior to If the applicant is not the legal owner of the	all be mailed to each of the parties listed the said Public Hearing.
	owners names and addresses shall be listed the most recent tax listing as recorded in the tional pages if necessary.)	below. Owners shall be determined by
	NAME	
		ADDRESS
	N/A	ADDRESS
	N/A	ADDRESS
	N/A  A map or drawing identifying the real proper attached properties with their designated zon this application.	rty requested to be rezoned and all
	A map or drawing identifying the real proper attached properties with their designated zon this application.	rty requested to be rezoned and all
Арг	A map or drawing identifying the real proper attached properties with their designated zon	rty requested to be rezoned and all
App Ado	A map or drawing identifying the real proper attached properties with their designated zon this application.	rty requested to be rezoned and all
App Ado	A map or drawing identifying the real proper attached properties with their designated zon this application.  blicant(s) Name: JPFJ, LLC dress: 603 Groves Street, Lowell, NC 28098	rty requested to be rezoned and all
App Add Telo	A map or drawing identifying the real proper attached properties with their designated zon this application.  blicant(s) Name: JPFJ, LLC dress: 603 Groves Street, Lowell, NC 28098	rty requested to be rezoned and all
App Add Telo	A map or drawing identifying the real proper attached properties with their designated zon this application.  plicant(s) Name: JPFJ, LLC  dress: 603 Groves Street, Lowell, NC 28098 ephone: 704-823-1651	rty requested to be rezoned and all

City of Lowell 101 West First Street Lowell, NC 28098

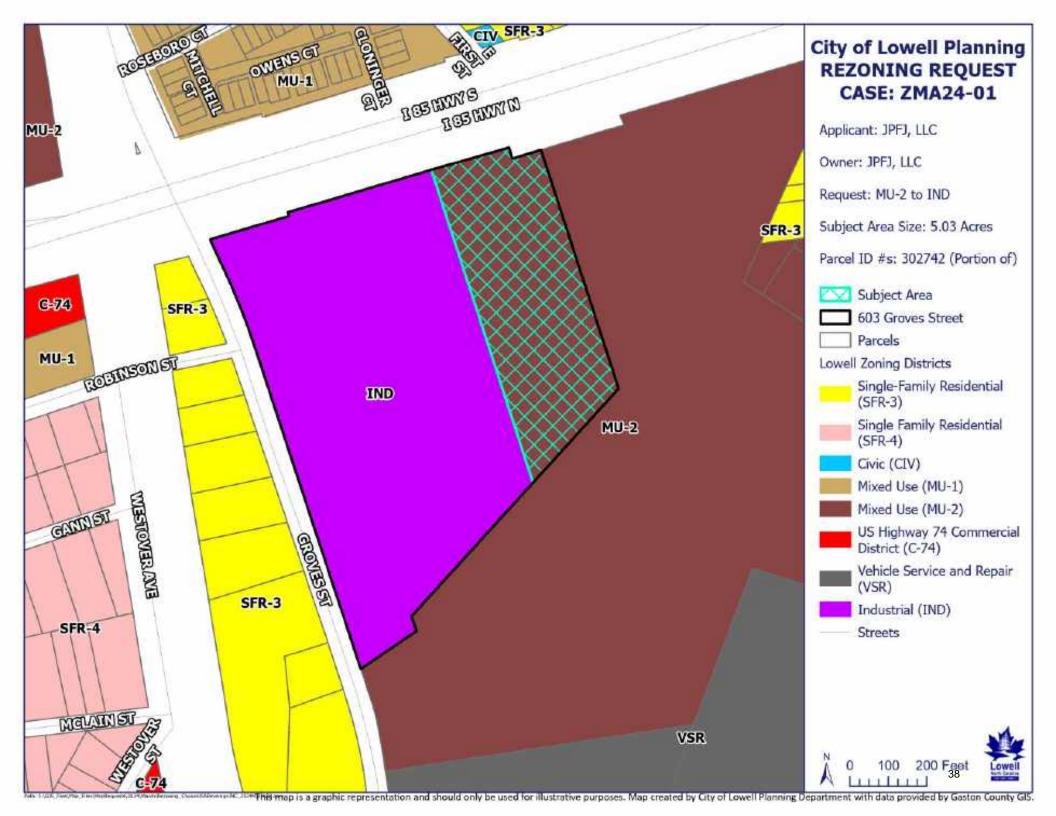
Telephone: 704-824-3518

### LEGAL DESCRIPTION

BEGINNING at a concrete monument in the southern margin of Interstate Highway 85, said point of Beginning being the northeastern corner of that property conveyed to JPFJ, LLC, by deed recorded in Book 3077, Page 283, Gaston County Registry, said point of Beginning being also situate the following three (3) courses and distances along the southern margin of Interstate Highway 85 from its intersection with the northeastern terminus of Groves Street: (1) North 73-35-09 East 212.52 feet to a point; (2) North 19-31-14 West 10.08 feet to a point; (3) North 73-30-16 East 385.83 feet to a concrete monument, control corner and the POINT OF BEGINNING; thence from said Point of Beginning along the southern margin of Interstate Highway 85 the following three courses and distances: (1) North 73-54-45 East 210.45 feet to an existing iron pin; (2) South 16-36-00 East 30.04 feet to an existing iron pin; (3) North 72-48-08 East, crossing an existing iron pin at 56.28 feet, a total distance of 78.28 feet to an existing iron pin; thence a new line South 18-10-34 East 653.41 feet to an iron pin set within the Duke Power Transmission Line right-of-way; thence South 42-06-58 West 331.30 feet to a concrete monument, control corner; thence with the easterly line of property conveyed to JPFJ, LLC, in Book 3077, Page 283, North 18-10-34 West 856.63 feet to the point and place of Beginning.

The foregoing description is taken from plat of survey entitled "Recombination Plat Smith Property" made by Tanner and McConnaughey, Registered Surveyors, dated February 19, 2020, last revised March 20, 2020, which plat of survey is recorded in Plat Book 90, Page 113 of the Gaston County Registry.

Being the same property conveyed to JPFJ, LLC, by deed recorded in Book 5112, Page 25, Gaston County Registry.





### ORDINANCE NO. 2-2024 AN ORDINANCE AMENDING THE LOWELL DEVELOPMENT ORDINANCE OF THE CITY OF LOWELL, NORTH CAROLINA

WHEREAS, on May 11, 2021 the Lowell City Council adopted the Lowell Development Ordinance, also known as the LDO, and the City of Lowell Zoning Map to promote the health, safety, and general welfare of the residents of the City of Lowell by regulating the use of buildings and land, land development, planned developments, manufactured housing, development of subdivisions, signs off-street parking and loading, planting yards, watershed protection, flood damage protection, and/or undertaking other consistent action as provided in the Ordinance; and.

WHEREAS, Article 5 of the LDO allows the Lowell City Council to amend, supplement, modify, or repeal any provision of the Ordinance or to amend the Zoning Map pursuant to the procedures established by N.C. Gen. Stat. §160D-601 through §160D-605 and upon a finding of compliance with the City of Lowell Comprehensive Land Use Plan; and

**WHEREAS,** on April 2, 2024, the Lowell Planning Board unanimously voted to approve a revise of the Lowell Zoning Map to allow for a rezoning of five acres from Mixed Use 2 to Industrial.

WHEREAS, the Lowell City Council, after conducting a public hearing which was duly advertised as provided by the foregoing statutes, has found this Amendment to the City of Lowell LDO be in the public interest, in furtherance of the general purpose and objectives of the LDO, and in compliance with the City of Lowell Comprehensive Land Use Plan;

# **NOW, THEREFORE, BE IT ORDAINED** by the City Council of Lowell, North Carolina that:

Passed and Approved this	day of May, 2024.
Attest:	
Cheryl Ramsey, City Clerk	
Larry Simonds, Mayor	



### **Regular City Council Meeting**

### **Public Hearing Spencer Ridge Development Agreement**

Meeting Agenda Group		
Tuesday, May 14, 2024, 6:00 PM	Unfinished Business Item: 5B	
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Tyler Cobb, Planning Director

Date: 5-10-2024

Re: Spencer Ridge Development Agreement

### STAFF REPORT

Spencer Ridge Development Agreement

### Overview:

As part of our ongoing efforts to promote responsible growth and development within our community, we have been in negotiations with **LENNAR CAROLINAS**, **LLC** regarding a proposed project within our jurisdiction. This project has reached a critical stage where a formal development agreement is necessary to outline the terms, conditions, and responsibilities of both the developer and the city.

### **Purpose:**

The purpose of this development agreement is to establish a clear framework for the project, ensuring that it aligns with our community's values, goals, and regulatory requirements. By formalizing our expectations and commitments, we can effectively manage the development process and mitigate any potential risks or conflicts that may arise.

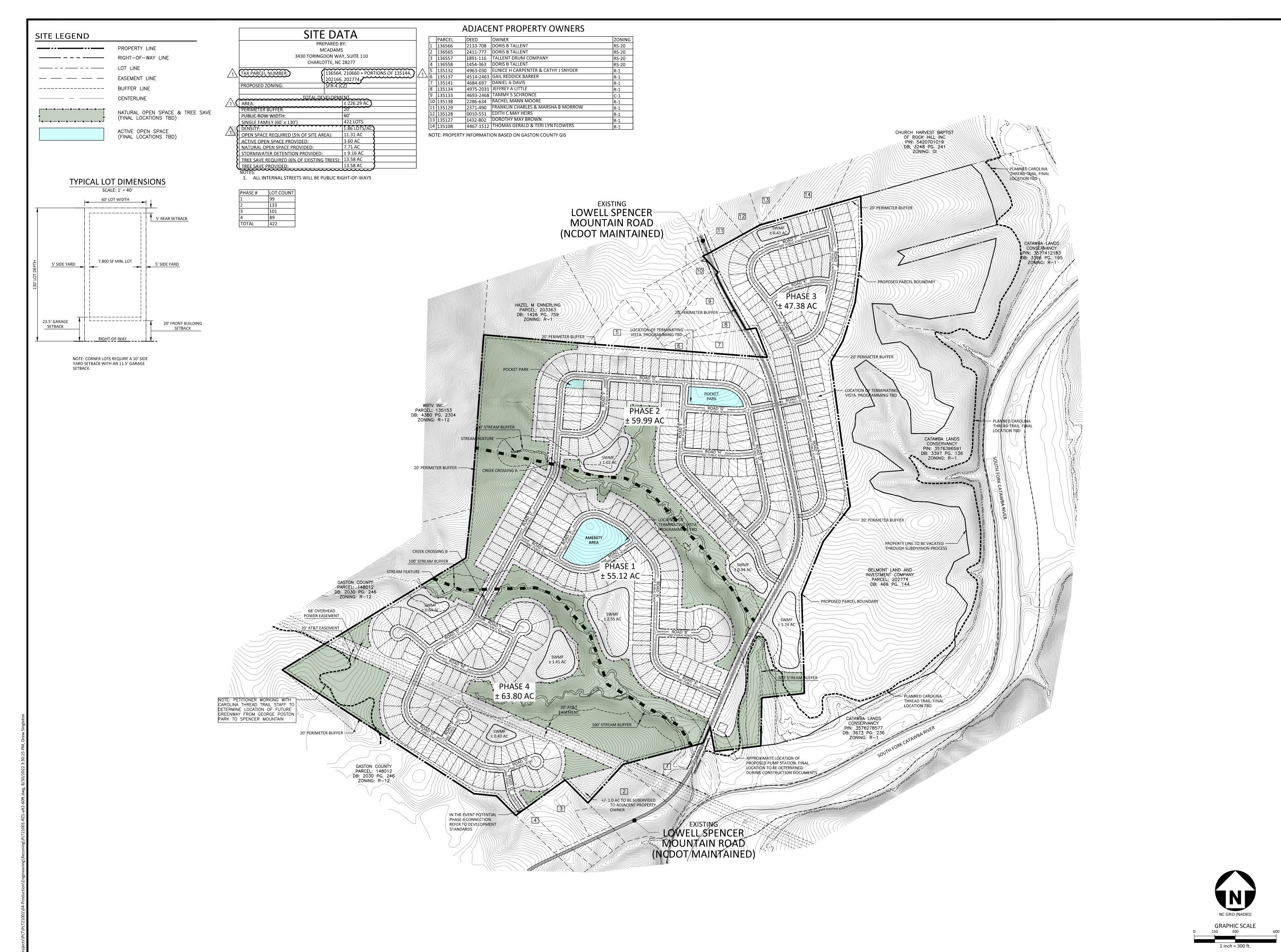
### **Key Components:**

- 1. **Project Description:** The agreement will define the scope and nature of the proposed development, including the type of structures, their intended use, and any associated amenities or infrastructure.
- 2. **Timeline:** A detailed timeline for the project will be outlined, specifying milestones, deadlines, and key deliverables to ensure timely completion and adherence to established schedules.
- Responsibilities: Clear description of responsibilities between the developer and the city will be established, covering areas such as construction, maintenance, compliance with regulations, and provision of necessary services.
- 4. **Compliance and Enforcement:** Provisions for monitoring, compliance, and enforcement mechanisms will be included to uphold the terms of the agreement and address any deviations or non-compliance issues.

**STAFF RECOMMENDATION**: Staff and planning board recommend the approval of the proposed Development Agreement. The Planning Board voted unanimously to recommend **APPROVAL**.

### **Attachments**

ORDINANCE NO 3-24 Spencer Ridge DA Ordinance.pdf Spencer Ridge - Development Agreement v9.pdf





# **McAdams**

The John R. McAdams Company, Inc. 3430 Toringdon Way Suite 110 Charlotte, NC 28277

> phone 704. 527. 0800 fax 919. 361. 2269

license number: C-0293, C-187

www.mcadamsco.com

### CLIENT

PULTE HOMES 11121 CARMEL COMMONS BLVD. SUITE 450 CHARLOTTE, NC 28226



# INGLE FAMILY

SP

### **REVISIONS**

NO. DATE

1 07. 12. 2022 REVS PER SELLER COORDINATION 2 08. 30. 2022 PER CITY COMMENTS

### PLAN INFORMATION

PROJECT NO. PLT21001

FILENAME PLT21001-RZ1

CHECKED BY EM

DRAWN BY JDS

SCALE 1" = 300'

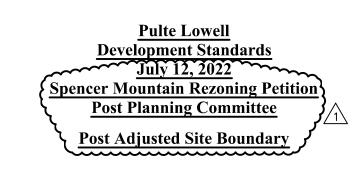
SHEET

DATE

REZONING PLAN

12.10.2021

**RZ.01** 



### **Site Development Data:**

**—Acreage**: ± 226.29 acres

**\-Tax Parcel** #: 136564 and 210660 \

{--Tax Parcel #: 135144, 202166, and 202774 NOTE WHICH ARE "A PORTION OF"

- -Existing Zoning: SFR-3 and SFR-2
- -- Proposed Zoning: SFR-4(CZ) -- Existing Uses: Vacant
- -- Proposed Uses: Up to 422 single-family detached dwelling units as allowed by right and under prescribed conditions in the SFR-4 zoning district as further described in Section 2 below.

### **General Provisions:**

- a. Site Location. These Development Standards form a part of the Rezoning Plan associated with the Rezoning Petition filed by Pulte ("Petitioner") to accommodate the development of up to four hundred and twenty-two (422) single-family detached dwelling units as generally depicted on the Rezoning Plan. The proposed development will be on an approximately 226.29 acre site located on Spencer Mountain Road (the "Site").
- **b. Zoning Districts/Ordinance**. Development of the Site will be governed by the Rezoning Plan as well as the applicable provisions of the Lowell Land Development Code (the "Ordinance"). Unless the Rezoning Plan establishes more stringent standards, the regulations established under the Ordinance for the SFR-4 zoning classification shall govern.
- c. Graphics and Alterations. The schematic depictions lots, sidewalks, structures and buildings, building elevations, driveways, streets and other development matters and site elements (collectively the "Development/Site Elements") set forth on the Rezoning Plan should be reviewed in conjunction with the provisions of these Development Standards. The layout, locations, sizes and formulations of the A viii. Additional measures such as polyacrylamides, proposed by the designers and owners. Development/Site Elements depicted on the Rezoning Plan are graphic representations of the \(\frac{1}{2}\right\) Development/Site elements proposed. Changes to the Rezoning Plan not anticipated by the Rezoning Plan will be reviewed and approved as allowed by Section 5.4-3(F) of the Ordinance.

Since the project has not undergone the design development and construction phases, it is intended that this Rezoning Plan provide for flexibility in allowing some alterations or modifications from the graphic representations of the Development/Site Elements. Therefore, there may be instances where minor modifications will be allowed per the Ordinance. These instances would include changes to graphics if they are minor and don't materially change the overall design intent depicted on the Rezoning Plan.

The Planning Director will determine if such minor modifications are allowed and if it is determined that the alteration does not meet the criteria described above, the Petitioner shall then follow the Ordinance; in each instance, however, subject to the Petitioner's appeal rights set forth in the Ordinance.

### Permitted Uses & Development Areas:

a. The Site may be developed with up to four hundred twenty-two (422) single-family detached dwelling units to the west side of the ultimate drainage line. The ultimate drainage line location will be determined as part of the overall grading plan during the land development process.

### **Transportation and Connectivity:**

- a. A Transportation Impact Analysis shall be provided if required by Ordinance. Any required improvements to Lowell Spencer Mountain Road shall be as required by NCDOT
- **b.** In the event a direct connection is provided from Phase 4 to Lowell Spencer Mountain Road, Creek Crossing B may be eliminated.
- c. The Petitioner shall improve Lowell Spencer Mountain Road to the Rural Cross Section per the most recently adopted version of the North Carolina Complete Streets Planning and Design Guidelines subject to the recommendations of the Traffic Impact Analysis and NCDOT approval.

### **Architectural Standards:**

- a. The building materials used on the principal buildings constructed on Site will be a combination of portions of the following: brick, stone, precast stone, precast concrete, synthetic stone, cementitious fiber board, cementitious fiber shake, stucco, decorative block and/or wood.
- **b.** Vinyl or Aluminum shall not be used as a primary siding material however it may be used on windows, soffits, fascia and/or similar roof overhang elements, handrails/railings, and/or other miscellaneous trim elements.
- **c.** The proposed roofing materials will be architectural shingles, slate, tile and/or metal.
- **d.** All residential units shall include the following garage door treatments:
- i. wall sconce lighting on at least one side of the garage door or one large wall sconce above the garage door,
- ii. windows and/or a vent detail above the garage door,
- iv. a minimum of two siding materials on the façade, and
- vi. windows

### **Environmental Features and Open Space:**

- a. The Site shall comply with the minimum Stormwater and Water Quality requirements as set forth in the Land Development Ordinance and municipal code.
- b. The location of the proposed stormwater areas are conceptual in nature and the exact size and location of these areas are subject to change depending upon final layout, product allocation, and/or other site plan elements. The overall layout and unit count may be altered as a result of final stormwater locations.
- c. The Petitioner shall implement the following design and post construction stormwater containment measures subject to the provisions set forth herein and subject to approval by Gaston County:
- i. 200 or 100-year floodplain (whichever is greater) buffer on surface waters.
- ii. A maximum built upon area (BUA) under 10% in the Protected Watershed.
- iii. In areas where the BUA is greater than 10%, Stormwater Control Measures (SCMs) capable of

treating the greater 1.5" or the difference in stormwater runoff from pre-development and post development conditions for the one-year, twenty-four-hour storm.

- iv. SCMs capable of limiting peak flow from the site at each point of discharge to the predevelopment conditions for the 1 and 10 years, twenty-four-hour storm events
- v. A total phosphorus (TP) removal rate of at least 70% for all SCM(s) used.
- vi. SCMs capable of conveying the 25-year design storm.
- vii. SCM Operation and Maintenance Agreements and Plans should be clearly explained to the responsible party.
- viii. To the greatest extent possible, BUA and runoff should be minimized through site design and Low Impact Development (LID) measures such as downspout disconnection, permeable pavements, green roofs, planter boxes, etc.
- **d.** The Petitioner shall implement the following active construction measures subject to the provisions set forth herein and subject to approval by Gaston County:
- ii. Stop valves and additional filtration at the outlet discharges.
- iii. Retention basins capable of conveying the 25-year storm with an outfall sized to maximize drawdown time.
- iv. Installation of temporary seeding and slope drains within 7 days after grading.

The use of high hazard or double row silt fencing along surface water bodies.

- Installation of natural fiber matting on slopes greater than 10'.
- vi. Third party sediment and erosion control monitoring of the site.
- vii. Implementation of devices downstream to numerically monitor turbidity during construction and provide alerts to regulators and site operators when turbidity levels exceed action levels.
- Bathymetic survey and core samples of any downstream coves before and after construction to document off-site sedimentation.
- **e.** The developer shall adhere to the LDO and only plant native plant materials on the Site.
- **f.** A minimum of two (2) ten (10) foot wide access easements shall be provided as follows:
- One shall be located between lots on Road I or Road J.
- One shall be located along Spencer Lowell Mountain Road.

The exact location of the access easements shall be determined during the permitting process. It is understood the easements may be used to provide access to future amenities to be provided by others.

g. The Petitioner shall provide a minimum twenty (20) foot buffer behind the lots west of the drainage divide line. Such buffers shall be maintained by the homeowner's association. Land disturbance is permitted within the buffer during development of the site.

### Miscellaneous Provisions

a. The Petitioner shall provide a minimum of three license plate readers to be operated for a minimum of five years unless otherwise agreed to by the City Manager. The license plate readers shall be installed at the primary entrance for each phase prior to the last certificate of occupancy for the respective phase.

### 7. Amendments to the Rezoning Plan:

a. Future amendments to the Rezoning Plan (which includes these Development Standards) may be applied for by the then Owner or Owners of the applicable portion of the Site affected by such amendment in accordance with the provisions of the Ordinance.

### **Binding Effect of the Rezoning Application:**

a. If this Rezoning Petition is approved, all conditions applicable to the development of the Site imposed under the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and insure to the benefit of the Petitioner and subsequent owners of the Site and their respective heirs, devisees, personal representatives, successors in interest or assigns.



3430 Toringdon Way Suite 110 Charlotte, NC 28277

The John R. McAdams Company, Inc.

phone 704. 527. 0800 fax 919. 361. 2269 license number: C-0293, C-187

www.mcadamsco.com

### **CLIENT**

**PULTE HOMES** 11121 CARMEL COMMONS BLVD. SUITE 450 CHARLOTTE, NC 28226



SP

### **REVISIONS**

NO. DATE

1 07. 12. 2022 REVS PER SELLER COORDINATION 2 08. 30. 2022 PER CITY COMMENTS

### **PLAN INFORMATION**

PROJECT NO. FILENAME PLT21001-RZ1 CHECKED BY

**SCALE** DATE 12.10.2021

DRAWN BY

**SHEET** 

**REZONING NOTES** 

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



### ORDINANCE NO. 3-2024 AN ORDINANCE AMENDING THE LOWELL DEVELOPMENT ORDINANCE OF THE CITY OF LOWELL, NORTH CAROLINA

WHEREAS, on May 11, 2021 the Lowell City Council adopted the Lowell Development Ordinance, also known as the LDO, and the City of Lowell Zoning Map to promote the health, safety, and general welfare of the residents of the City of Lowell by regulating the use of buildings and land, land development, planned developments, manufactured housing, development of subdivisions, signs off-street parking and loading, planting yards, watershed protection, flood damage protection, and/or undertaking other consistent action as provided in the Ordinance; and,

WHEREAS, Article 5 of the LDO allows the Lowell City Council to amend, supplement, modify, or repeal any provision of the Ordinance or to amend the Zoning Map pursuant to the procedures established by N.C. Gen. Stat. §160D-601 through §160D-605 and upon a finding of compliance with the City of Lowell Comprehensive Land Use Plan; and

WHEREAS, on April 2, 2024, the Lowell Planning Board unanimously voted to approve a Development Agreement between LENNAR CAROLINAS, LLC and the City of Lowell. Major Subdivisions proposing the development of new street infrastructure are required to enter into a Development Agreement in accordance with LDO Section 7.15 of Article 7.

WHEREAS, the Lowell City Council, after conducting a public hearing which was duly advertised as provided by the foregoing statutes, has found this Amendment to the City of Lowell LDO be in the public interest, in furtherance of the general purpose and objectives of the LDO, and in compliance with the City of Lowell Comprehensive Land Use Plan;

## **NOW, THEREFORE, BE IT ORDAINED** by the City Council of Lowell, North Carolina that:

Passed and Approved this day of May, 2024.	
Attest:	
Cheryl Ramsey, City Clerk	
Larry Simonds, Mayor	

### Drawn by and mail to:

St. Amand & Efird PLLC (JSE) Lincoln at Belle Grove 3315 Springbank Lane, Suite 308 Charlotte, North Carolina 28226

### STATE OF NORTH CAROLINA COUNTY OF GASTON

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_, 2024 (the "Effective Date"), by and among LENNAR CAROLINAS, LLC, a Delaware limited liability company ("Lennar" or "Developer"), and THE CITY OF LOWELL, a municipal corporation, created, organized and existing under and by virtue of the laws of the State of North Carolina (the "City"). Developer, and the City may be collectively referred to herein as "Parties."

### **AUTHORITY**

The North Carolina General Statutes ("<u>N.C.G.S.</u>") §160D-1001 through §160D-1012, as it exists on the Effective Date of this Agreement (the "<u>Development Agreement Act</u>"), enables cities and towns to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Development Agreement Act.

- N.C.G.S. §160D-1001(a)(l) provides that "Development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources."
- N.C.G.S. §160D-1001(a)(3) provides that "Because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development."
- N.C.G.S. §160D-1001 (a)(4) provides that "Such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."

N.C.G.S. §160D-1001 (a)(6) provides that "To better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments."

In view of the foregoing, N.C.G.S. §160D-1001 through §160D-1012 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C.G.S. §160D-1001 through 1012.

In addition to the authority under the N.C.G.S, Sections 7.15-1 through 7.15-4 the Lowell Development Ordinance as adopted on May 11, 2021 (the "<u>LDO</u>") authorize and require the City to enter into development agreement for any development project (i) that will be classified as Traditional Neighborhood Development Overlay (TNDO) District, Main Street (MS) District, and Mixed Use (MU-1 and MU-2) District or (ii) Major Subdivisions in any district where new street infrastructure will be developed.

Section 7.15-2 of the LDO sets forth the contents of any development agreement entered into the by the City, in addition to any requirements under the N.C.G.S., including the time period for completion, the description of the property subject to the development agreement, all terms and conditions for development that differ from the LDO, and the delivery date of public facilities.

The City on April 13, 2021 adopted its comprehensive land use plan (the "<u>CUP</u>") to promote orderly growth within the City.

In addition to the CUP, on August 10, 2021 and later amended on March 14, 2023, the City adopted its policy for managing utility allocations and extensions to establish sound policy for the management of water and sewer capacity (the "<u>Utility Allocation Process</u>"), the terms of which are attached hereto and incorporated herein as <u>Exhibit E</u>.

In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a result of good and valuable consideration and mutual covenants, and may be enforced as contractual terms.

### WITNESETH:

WHEREAS, Developer has entered into a purchase and sale agreement to acquire from Belmont Land and Investment Company, LLC, a North Carolina limited liability company ("BLIC") that certain real property located in Gaston County, North Carolina as more particularly described on <a href="Exhibit A">Exhibit A</a> attached hereto (the "Property"). Following Developer's acquisition of the Property, Developer intends to develop the Property into a single-family residential community (the "Intended Development"), subject to Developer's receipt of all required permits and approvals from applicable governmental authorities (collectively, the "Approvals").

WHEREAS, the Property is zoned CZ (Conditional Zoning) and subject to those Zoning Conditions set forth in RZ22-03 which conditions were approved by the City Council for the City of Lowell following a public hearing on April 12, 2022, and which, by the terms of the Conditional Zoning Approval, are binding upon and insure to the benefit of the Petitioner and subsequent owners of the Site and their respective heirs, devisees, personal representatives, successors in

interest or assigns. The Conditions of Approval in connection with the Conditional Zoning are attached hereto and incorporated herein as **Exhibit C**.

- **WHEREAS**, Developer intends to develop the Intended Development in phases (each a "<u>Phase</u>" and collectively the "<u>Phases</u>") according to the development schedule attached hereto as <u>Exhibit B</u>.
- **WHEREAS**, in connection with the Approvals, Developer has agreed to plan, engineer and construct an amenity center to serve the Intended Development (hereinafter, the "<u>Amenity Center</u>").
- **WHEREAS**, in connection with the Approvals, Developer has agreed to plan, engineer and construct a landscape buffer around the Intended Development as required by the LDO (hereinafter, the "Landscape Buffers").
- **WHEREAS**, in connection with the Approvals, Developer has agreed to plan, engineer and construct stormwater control measures within the Intended Development as required by the LDO (hereinafter, the "<u>SCMs</u>").
- **WHEREAS**, in connection with the Approvals for Phase 4 (the "<u>Phase 4 Approvals</u>"), Developer has agreed to plan, engineer and construct a waterline to serve Phase 4 which will create a connecting loop of the City's water main system (hereinafter, the "**Phase 4 Waterline**").
- **WHEREAS**, the Phase 4 Waterline requires an easement from the adjacent property owner, Gaston County (herein the "<u>County</u>") for the development and installation of the same.
- **WHEREAS**, the Phase 4 Waterline requires the County grant Developer an easement for to allow for the extension of an existing waterline (the "<u>Existing City Waterline</u>") through Gaston County PID # 148012, commonly known as "George Poston Park."
- **WHEREAS**, the County has agreed to grant Developer County Easement (as defined herein) as necessary for Developer to extend the Existing City Waterline.
- **WHEREAS**, in connection with the Approvals, Developer has agreed to plan, engineer and construct a trail within an easement for access to the Carolina Thread Trail (the "<u>Trail</u>") within the Intended Development (hereinafter, the "<u>Trail and Trail Easement</u>").
- **NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, it is mutually agreed as follows:
- 1. <u>Term.</u> The term of this Agreement shall commence on the later of (i) the date on which this Agreement is executed by the City and Developer or (ii) Developer's acquisition of the Property (the "<u>Commencement Date</u>"), and shall terminate on the date which is six (6) years thereafter (the "<u>Term</u>"). Notwithstanding such termination date, provided that the Developer is not in default of this Agreement, Developer has pursued the Intended Development, and the Intended Development has not been completed, at the conclusion of five years from the Commencement Date the termination date of this Agreement shall automatically be extended for one (1) additional five (5) year term. At the conclusion of the initial five (5) year extension of the Term, provided that the Developer is not in default of this Agreement, Developer has pursued

development of the Property, and the Intended Development has not been completed, the termination date of this Agreement shall automatically be extended for a second and final additional five (5) year term.

- 2. Development Schedule. The Property shall be developed in accordance with the development schedule, attached as **Exhibit "B"** (the "**Development Schedule**"). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the inspection process set forth in Section 21 below. Pursuant to the Development Agreement Act, the failure of the Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the Development Schedule shall be judged by the totality of circumstances, including but not limited Force Majeure (as defined herein), and the Developer's good faith efforts made to attain compliance with the Development Schedule. As further provided in the Development Agreement Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.
- 3. Construction of the Amenity Center. Following Developer's acquisition of the Property and in connection with the development thereof, Developer shall complete the Amenity Center which shall include: (i) a pool and clubhouse and (ii) any required environment permits to complete the project (collectively, the "Amenity Center Improvements"). The construction of the Amenity Center Improvements shall occur in accordance with the plans approved in accordance with the Rezoning Plan (the "Amenity Plans") as prepared by Developer's project engineer ("Project Engineer"). Developer shall in good faith, subject to the terms of this Agreement, pursue the substantial completion of the Amenity Center Improvements prior to that date which is the later of (i) the date on which the two hundred fiftieth (250<sup>th</sup>) certificate of occupancy ("CO") is issued for the Intended Development or (ii) the date on which the first CO is issued for Phase 4(the "Amenity Completion Deadline"). The substantial completion of the Amenity Center Improvements shall be evidenced by Developer's delivery to City of the certification of substantial completion from the Project Engineer, certifying that the same are substantially complete in accordance with the Amenity Plans.
- 4. Installation of Landscape Buffers. Following Developer's acquisition of the Property and in connection with the development thereof, Developer shall install Landscape Buffers around the Property which shall include: (i) code required plantings, (ii) any required environmental permits to complete the same, and (iii) any related rezoning conditions (collectively, the "Landscape Buffer Improvements"). The installation of the Landscape Buffer Improvements shall occur in accordance with the plans approved in accordance with the Rezoning Plan, (the "Buffer Plans") as prepared by the Project Engineer and approved/stamped by City Staff. Developer shall in good faith, subject to the terms of this Agreement, complete the Landscape Buffer Improvements prior to that date on which the final CO is issued for the respective Phase in which the Landscape Buffer Improvements are located (the "Buffer Completion Deadline"). The completion of the Landscape Buffer Improvements shall be evidenced by Developer's delivery to City of the certification of completion from the Project Engineer, certifying that the same are complete in accordance with the Buffer Plans. Following completion of the Landscape Buffer Improvements, and inspection by the City to confirm compliance with the Lowell Development Ordinance ("LDO") and all conditions of the Conditional Zoning Approval, Developer shall be permitted in accordance with the rezoning

conditions and the LDO (see open space requirements and Article 2) to convey its rights and obligations for the maintenance of the Landscape Buffer Improvements to a property owners association established for the ownership, maintenance, and upkeep of common area facilities located on the Property (the "<u>Property Owners Association</u>"). Upon such conveyance or designation, all duties and obligations of Developer hereunder shall transfer to the Property Owners Association and Developer shall be released from the rights, duties and obligations assigned immediately upon such assignment.

- 5. Construction of Stormwater Control Measures. Following Developer's acquisition of the Property and in connection with the development thereof, Developer shall install SCMs around the Property which shall include: (i) those stormwater control measures as designed and approved on the construction drawings for each Phase of the Intended Development (ii) any required environment permits to complete the same (collectively, the "SCM Improvements"). The installation of the SCM Improvements shall occur in accordance with the plans approved in accordance with the City, County and NCDEQ Requirements (the "SCM Plans") as prepared by the Project Engineer. Developer shall in good faith, subject to the terms of this Agreement, pursue the substantial completion of the SCM Improvements prior to that date on which is the later of (i) six (6) months following the issuance of the final CO for the respective Phase in which the SCM Improvements are located or (ii) six (6) months following the issuance of the final CO for the respective drainage area in which the SCM Improvements are located (the "SCM Completion **<u>Deadline</u>**"), The substantial completion of the SCM Improvements shall be evidenced by Developer's delivery to City of the certification of substantial completion from the Project Engineer, certifying that the same are substantially complete in accordance with the SCM Plans. Following completion of the city/plan approved SCM Improvements, Developer shall be permitted, in compliance with in compliance with the LDO Article 19to convey its rights and obligations for the maintenance of the SCM Improvements to a Property Owners Association, provided that prior to the date of Substantial Completion, SCM's used as erosion and sediment control measures during construction shall be properly maintained in accordance with the issued erosion control permit until successfully converted to the permanent SCM facility. An Operation and Maintenance Agreement for each SCM shall be recorded with the final plat for each phase of the development and completed prior to the Developer's conveyance of its rights and obligations for maintenance of the SCM Improvements. Upon such conveyance or designation, all duties and obligations of Developer hereunder shall transfer to the Property Owners Association and Developer shall be released from the rights, duties and obligations assigned immediately upon such assignment.
- 6. The Developer agrees to use good faith efforts to procure all offsite easements from the owners of Gaston County Parcel IDs# 136566, 136565, 136563, 136562, 136561, 136560, 136558, 136557 and 136559 as necessary for the installation of the utilities, including waterline extension through "George Poston Park" water main and force main along Lowell Spencer Mountain Road to serve the Intended Development (collectively, the "Offsite Easements"). In the event that Developer successfully acquires all Offsite Easements, Developer shall notify the City in writing of the same (each an "Easement Acquisition Notice"). In the event that the Developer is unable to obtain any of the Offsite Easements within forty-five (45) days following recording of this Agreement (the "Offsite Easement Deadline") in the Office of the Gaston County Register of Deeds, the Developer shall notify the City in writing of the same (each an "Offsite Easement Notice").

- Construction of Waterline Phase 1; Phase 4 Waterline; Extension of Utilities. 7. Following Developer's acquisition of the Property and in connection with the development of Phase 1, Developer shall complete the following improvements: installation of approximately 6500 linear feet of 12" waterline along Lowell Spencer Mountain Road. In connection with the development of Phase 4, Developer shall complete the following improvements: (i) installation of utilities in accordance with either Section 7(a) or 7(b), as applicable and (iii) any other encroachment or third party agreements as necessary along with any required environment permits to complete the Phase 4 Waterline (collectively, the four phases of construction are the "Waterline Improvements"). The construction of the Waterline Improvements shall occur in accordance with the plans approved in accordance with the City, County and NCDEQ Requirements (the "Waterline Plans"). Developer shall in good faith, subject to the terms of this Agreement and the City's Utility Extension Policy, pursue the substantial completion of the Waterline Improvements, including acquisition of the County Easement, prior to the later of (i) that date on which the first (1st) CO is issued for each Phase and (ii) \_\_\_\_ months following the approval of the Waterline Plans (the "Waterline Phase Completion Deadline"). substantial completion of the Waterline Improvements shall be evidenced by Developer's delivery to Town of the certification of substantial completion and Final Approval from the NCDEQ Public Water Supply Section and from the Project Engineer, certifying that the same are substantially complete in accordance with the Plans.
  - a. Developer has entered into a separate agreement pursuant to which, on or before December 31, 2025, the County shall grant and convey to Developer the County shall grant and convey to Developer an easement over and upon the property of the County, including George Poston Park, as necessary for the construction of utilities, including without limitation, multiple waterlines, as well as to tie into Existing County Waterline, together with all necessary temporary construction and grading easements to complete the utility work, as more particularly shown and depicted on that drawing entitled "County Waterline Easement" attached hereto as **Exhibit D** as necessary for the installation of the extension of the Existing County Waterline through George Poston Park. and, as necessary for Developer to connect into the Existing County Waterline, as extended (collectively, the "County Waterline Easement"). In any event, the County Waterline Easement shall be recorded prior to Developer's commencement of Phase 4, and shall provide Developer the right to complete the extension of the Existing County Waterline and construction of a sight triangle.
- 8. <u>Construction of Force Main</u>. Following Developer's acquisition of the Property and in connection with the development of the Phases, Developer shall complete the following improvements: installation of approximately 6,150 linear feet of 4" force main along Lowell Spencer Mountain Road (collectively, the four phases of construction are the "Force Main Improvements"). The construction of the Force Main Improvements shall occur in accordance with the plans approved in accordance with the City, County and NCDEQ Requirements (the "Force Main Plans") as the Project Engineer. Developer shall in good faith, subject to the terms of this Agreement and the City's Utility Extension Policy, pursue the substantial completion of the Force Main Improvements, prior to the later of (i) that date on which the first (1st) CO is issued for each Phase and (ii) \_\_\_\_ months following the approval of the Force Main Plans (the "Force Main Phase Completion Deadline"). The substantial completion of the Force Main Improvements shall be evidenced by Developer's delivery to Town of the certification of

Final Approval from NCDEQ and from the Project Engineer, certifying that the same are substantially complete in accordance with the Plans.

- 9. Grant of Trail Easement. Following Developer's acquisition of the Property and in connection with the development thereof, Developer shall design and plan a location for access to the Trail (the "Trail Construction Drawings"), including having the Trail Easement surveyed or platted (the "Trail Survey"). Developer shall deliver a copy of the Trail Survey to the City for City's written approval and consent to the location, and City shall approve the location of the Trail Easement within ten (10) days of receipt of the Trail Survey, which approval shall not be unreasonably withheld. Following approval, the Parties shall enter into a written easement for the Trail Easement in the location as approved on the Trail Survey, and the Developer shall proceed with construction of the Trail and all neighborhood connectors as provided in the Trail Construction Drawings The Parties agree that the Trail Easement shall be granted and the Trail Construction completed prior to that date on which the fiftieth (50<sup>th</sup>) CO is issued for the applicable Phase in which the Trail and Trail Easement are located (the "Easement Grant and Trail The completion of the Trail Easement shall be evidenced by Construction Deadline"). Developer's recording of an easement agreement in the Office of the Register of Deeds for Gaston County in favor of the City for access to the Trail. The completion of the Trail Construction Improvements shall be evidenced by Developer's delivery to City of the certification of completion from the Project Engineer, certifying that the same are complete in accordance with the Trail Construction Plans, and inspection by the City to confirm compliance with the LDO and all conditions of the Conditional Zoning Approval.
- 10. Provision of Potable Water by City. Subject to the Preliminary Capacity Assurance Review ("PCAR"), Full Capacity Assurance Review ("FCAR") and all applicable fees paid in association with the granting of the utility allocation with the required deadline stated in the City of Lowell Utility Allocation and Reservation Policy, as those procedures are described and detailed in the Utility Allocation Process, along with the terms and conditions of the City of Lowell Utility Extension Policy, potable water will be supplied to the Property by the City upon request of the Developer and subject to the provisions of this Section 10. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per City specifications which will be maintained by City or the provider. The Developer shall be responsible for maintaining all related internal water infrastructure until offered to, and accepted by, the City for public ownership and maintenance. To the extent easements are required to connect the improvements within the Property to the City's existing improvements, the Developer will be responsible for providing such easements. Upon final inspection and acceptance by the City and Final Approval from the NCDEQ Public Water Supply Section, the Developer shall provide a twelve (12) month warranty period for all water infrastructure constructed to serve the Intended Development.
- 11. Provision of Sewage Treatment and Disposal by City. Subject to the PCAR and FCAR, as those procedures are described and detailed in the Utility Allocation Process (attached hereto as **Exhibit E**), sewage treatment and disposal will be supplied to the Property by the City upon request of the Developer and subject to the provisions of this **Section 11**. Developer will construct or cause to be constructed at Developer's cost all necessary sewer service infrastructure to, from, and within the Property per City specifications and the terms and conditions of the City of Lowell Utility Extension Policy, which infrastructure will be maintained by it or the provider. The Developer shall be responsible for maintaining all related internal sewer infrastructure until

offered to, and accepted by, the City for public ownership and maintenance. To the extent easements are required to connect the improvements within the Property to the City's existing improvements, the Developer will be responsible for providing such easements. Upon final inspection and acceptance by the City and Final Approval from the NCDEQ, the Developer shall provide a twelve (12) month warranty period for all sewer infrastructure constructed to serve the Intended Development.

The City covenants that it has, will have, will construct or will acquire sufficient additional capacity so as to meet all reasonably foreseeable needs, of current and projected future customers of the sewage system, as reflected in or determined from the information provided by the Developer in its PCAR Application of May 23, 2023, as approved by the City Council on July 11, 2023.

- 12. <u>System Development Fees</u>. Within forty-five (45) days following FCAR approval Developer shall pay all "<u>System Development Fees</u>" imposed by the City at the time of this Agreement, or following the date of this Agreement, provided such fees are applied consistently and in the same manner to all similarly-situated property within the City limits.. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the City limits) for any reason.
- 13. The delivery date of such public facilities as may be provided by Sections 8 and 9 above shall be conditioned on the successful performance by the Developer in implementing the proposed development and compliance with all terms of this Agreement.
- Transportation Improvements. The Developer shall (a) improve Lowell Spencer 14. Mountain Road to the Rural Cross Section per the most recently adopted version of the North Carolina Complete Streets Planning and Design Guidelines, subject to the recommendations of the Traffic Impact Analysis and NCDOT approval; and (b) make any required improvements to Lowell Spencer Mountain Road shall be as indicated by the TIA and required or approved by NC DOT. The construction of the Transportation Improvements shall occur in accordance with drawing and plans approved by NC DOT (the "Transportation Construction Documents") as prepared by Developer's project engineer. Developer shall in good faith, subject to the terms of this Agreement, pursue the substantial completion of the Transportation Improvements in accordance with the time frames set forth of Exhibit "F", attached hereto an incorporated by reference herein (each a "Transportation Improvements Completion Deadline" and collectively, the "Transportation Improvements Completion Deadlines"). Completion of the Transportation Improvements shall be evidenced by Developer's delivery to City of the certification of completion from the Project Engineer, certifying that the same are complete in accordance with the Transportation Construction Documents, and the completion of inspection and approval by NC DOT.
- 15. <u>Sidewalks</u>. As a public benefit, Developer shall install a sidewalk, as required by the LDO in accordance with City standards, along Lowell Spencer Mountain Road in accordance with the approved site plan. All Sidewalks installed along Lowell Spencer Mountain Road, outside of the North Carolina Department of Transportation maintained portion, shall be maintained by the City, after inspection and approval by the City Engineer. In the event that additional Sidewalks

are required to be installed within the margin of or within the North Carolina Department of Transportation maintained portion of Lowell Spencer Mountain Road, shall be dedicated to the City for maintenance, after inspection and approval by the City Engineer.

- 16. Terms and Conditions that differ from the provisions of the LDO, provide however, that any plans or construction drawings once approved by the City shall be deemed to have met all applicable requirements, provided that all conditions of approval as contained in the Conditional Rezoning and set forth in RZ22-03 shall remain in effect and may not be altered without the approval of the City Council. In the event of any conflict between the provisions of this Agreement and the Conditional Zoning Approval, the Conditional Zoning Approval shall control.
- 17. Only the uses appearing in Table 8.1 of the Lowell Development Ordinance (LDO) shall be allowed in the "Single Family Residential 4 District Conditional Zoning" (SFR-4/CZ) created herein.
  - a. Minimum lot widths shall not be less than sixty linear feet (60') in width as measured at the minimum required setback line per LDO Art./Sect. 8.4-2. This condition exceeds the minimum requirement of the LDO art. Sect. 8.4-2.
  - b. All applicable standards and specifications of the LDO shall be met.
  - c. Stormwater conditions for design and post construction stormwater containment on this project:
    - i. 200 Feet or 100-year Floodplain (whichever is greater) buffer on surface waters.
    - ii. For all projects with >10% BAU, Stormwater Control Measures (SCMs) capable of treating the greater of 1.5" or the difference in stormwater runoff from pre-development and post-development conditions for the 1-yr, 24-hour storm.
    - iii. SCMs capable of limiting peak flow from the site at each point of discharge to the predevelopment conditions for the 1- and 10-yr, 24hr storm events.
    - iv. A total phosphorus (TP) removal rate of at least 70% for all SCM(s) used.
    - v. SCMs capable of conveying the 25-yr design storm.
    - vi. SCM Operation and Maintenance Agreements and Plans shall be clearly explained to the responsible party.
    - vii. Developer shall use commercially reasonable efforts to minimize BUA and runoff through site design and Low Impact Development (LID) measures such as downspout disconnection.
  - d. Stormwater conditions for active construction:

- i. The use of high hazard and/or double row silt fencing along surface water bodies.
- ii. Retention basins capable of conveying the 25-year storm with an outfall sized to maximize drawdown time.
- iii. Installation of temporary seeding and slope drains, at the top of slopes with a greater than 3:1 gradient or greater than 10' elevation change, per the approved Erosion Control Plan within 7 days after grading.
- iv. Installation of natural fiber matting on slopes greater than 10', in height, at a gradient greater than 3:1.
- v. Third party sediment and erosion control monitoring of the site.
- vi. Implementation of devices on the two main tributaries running through the property before they enter the South Fork River to numerically monitor turbidity during construction and provide alerts to regulators and site operators when turbidity levels exceed action levels.
- vii. Additional measures such as polyacrylamides, proposed by the designers and owners, as needed.
- e. The general schematic development plan sheet RZ.01 appearing below establishes general layout and connectivity patterns.
- 18. <u>Cooperation</u>. The City agrees to cooperate with Developer in connection with the construction of the Improvements, including without limitation, including executing, within three (3) business days after Developer's written request therefor, any and all documents, easements, encroachment agreements, instruments and plats, which are required to be executed by the City.
- 19. <u>Costs and Bond</u>. Developer shall be solely responsible for the expenses to construct the Improvements, which shall include all items defined by this Agreement as "Improvements" including but not limited to the Trail Improvement and the Landscape Buffer Improvements. As guaranty and security for performance of its obligations under this Agreement, Developer shall deposit with the City a bond or letter of credit covering the estimated cost of the Improvements ("<u>Bond</u>") in accordance with LDO Section 16.1-9 This Bond shall be posted with the City within five (5) business days of the date on which the first plat of the Intended Development is recorded. The Bond may be used to pay for completion of the Improvements as the sole and exclusive remedy of the City in the event of default by Developer under this Agreement. The Bond shall auto-renew yearly.
- 20. <u>Engineers, Contractors and Consultants</u>. The parties acknowledge that Developer shall have the right to engage, consult and otherwise use engineers, contractors and consultants, including but not limited to the Project Engineer, without the consent or release of the City, in order to complete the Improvements.
- 21. <u>Development Standards</u>. Except as expressly provided in this Agreement, City acknowledges and agrees that Developer's completion of the Improvements in accordance with

the Plans, shall be subject to all faults and defects and without any expressed, implied or statutory warranties or representations of any kind, and Developer hereby disclaims any such representations and warranties.

Notices. All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

CITY:	City of Lowell	
		_
		1

LENNAR: LENNAR CAROLINAS, LLC

6701 Carmel Road, Suite 425

Charlotte, NC 28226 Attn: Mark Henninger

E-Mail: mark.henninger@lennar.com

Copy To: LENNAR CORPORATION

700 NW 107th Avenue - 4th Floor

Miami, Florida 33172 Attn: General Counsel

E-Mail: mark.sustana@lennar.com

Copy To: ST. AMAND & EFIRD, PLLC

3315 Springbank Lane, Suite 308

Charlotte, NC 28226

Telephone No.: (704) 837-2670

Attn: Scott Efird

E-Mail: sefird@stamand-efird.com

- 23. Other Approvals. To the extent that any county or other local government, state or federal approvals are required in connection with the Improvements, City shall use reasonable efforts to assist Developer in obtaining such approvals.
- 24. <u>Inspection, Default and Remedies</u>. During the Term of this Agreement the City shall have the right to enter the premises in order to conduct reasonable inspections, including inspections necessary to confirm or assure Developer's compliance with the terms of this

Agreement. In addition to any other remedies provided herein, the City shall have the right to withhold permit or other approvals in the event of material noncompliance with the terms of this Agreement. City shall take no action with respect to a default by Developer until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within thirty (30) days after receipt of such notice (the "Cure Period").

- 25. Relationship of the Parties. This Agreement creates a contractual relationship between the parties. This Agreement shall not be interpreted or construed to create the relationship of master/servant, principal/agent, association, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. This Agreement does not impose any partnership obligation or liability upon either party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of Developer constitutes "state action" for any purposes. The Parties agree and acknowledge that pursuant to N.C. Gen. Stat. § 160D-1006(c), the City will be responsible for the overall administration of the Agreement.
- 26. Acquisition Contingency. The Parties hereby acknowledge, affirm and understand that as of the Effective Date of this Agreement, Developer has not yet acquired the Property and is not the record owner thereof. As a result, the Parties hereby agree, covenant, and acknowledge that the obligations of the Parties hereunder shall be expressly conditioned upon Developer's acquisition of the Property and taking record title thereto. In the event that the purchase and sale agreement is terminated and Developer does not acquire the Property, then Developer shall deliver written notice to the County the City and upon delivery thereof, this Agreement shall automatically terminate and the Parties shall be released from any obligations hereunder and any Bond paid shall be promptly returned to Developer.
- 27. <u>Official Act</u>. This Agreement constitutes an official act of the City and has been adopted following procedures required by applicable law.
- 28. <u>Enforceability</u>. The unenforceability or invalidity of any particular provision of this Agreement, in whole or in part, shall not affect the enforceability and validity of the remainder of this Agreement.
- 29. <u>Entire Agreement</u>. This Agreement, together with other writings signed by the parties expressly stated to be supplementary hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writing, and may be changed only by a writing signed by the parties hereto.
- 30. <u>Applicable Laws</u>. This Agreement shall be governed and construed under the laws of the State of North Carolina.
- 31. <u>Binding Effect</u>. This Agreement shall run with title to the Property and shall be binding on all persons having any right, title or interest therein. ESTABLISH TIME PERIOD FOR COMPLETION AND CONSTRUCTION PER 7.15-2 (A)
- 32. <u>Estoppel</u>. Each party agrees, from time to time, within thirty (30) days after request of another party, to deliver to the requesting party or such party's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such party's knowledge, there are any existing defaults or matters which, with

the passage of time, would become defaults under this Agreement. It is understood and agreed that the party's obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

- 33. <u>Assignment</u>. Notwithstanding the forgoing, the Parties agree that Developer, or any subsequent developer, shall be entitled to assign and delegate the rights and duties of the Developer under this Agreement (the "<u>Developer Rights</u>") to a subsequent purchaser of all or any portion of the Property. Such assignment shall be evidenced by a recorded assignment and assumption of development rights (the "<u>Assignment of Developer Rights</u>"), executed by the Parties and the subsequent purchaser, and shall be effective as the date of recording in the Office of the Register of Deeds for Gaston County. The Parties acknowledge and agree that any such assignment or transfer by the developer of the Developer Rights shall be non-recourse as to the assigning developer. From and after the effective date of the Assignment of Developer Rights, the assigning developer shall be released from all responsibility or liability under this Agreement.
- 34. <u>Waiver</u>. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.
- 35. <u>Severability</u>. If any term, covenant or condition of this Easement Agreement or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.
- 36. <u>Force Majeure</u>. In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, adverse weather, acts of God, terrorist activity, war, labor dispute, pandemic, epidemic, governmental delay or other matter beyond the control of such party, without such party's fault or negligence, ("<u>Force Majeure</u>") then the deadline for completion of such obligation shall be extended by a like number of days.
- 37. <u>Execution of Agreement</u>. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.
- 30. Recordation. Pursuant to NCGS §160D- 1011 and Section 7.15-3(F) of the LDO, this Agreement shall be recorded by the Developer with the Gaston County Register of Deeds within 14 days of the date of execution by the Developer and the City.

**IN WITNESS WHEREOF**, Developer has caused this Agreement to be duly executed and sealed pursuant to proper authority as of the day and year first above written.

LENNAR CAROLINAS, LLC, a Delaware limited liability company	
By:	
By:Name: Mark Henninger	
Title: Vice President	
STATE OF NORTH CAROLINA	
COUNTY OF	
acknowledging to me that he or she voluntari	on personally appeared before me this day, each ly signed the foregoing document for the purpose stated Henninger as Vice President of Lennar Carolinas, LLC.
Date:	
	Official Signature of Notary Public
	Notary printed or typed name
	Notary printed or typed name
[OFFICIAL SEAL]	My commission expires:

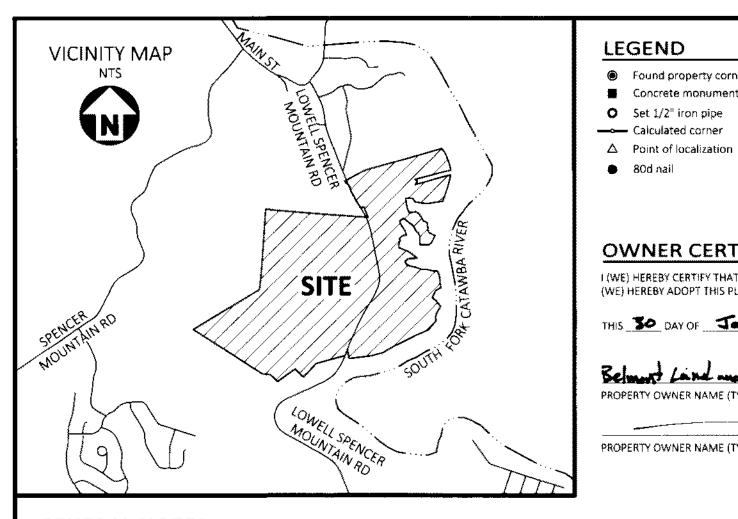
**IN WITNESS WHEREOF**, the City caused this Agreement to be duly executed and sealed pursuant to proper authority as of the day and year first above written.

CITY OF LOWELL, NORTH CAROLINA	ATTEST
BY:	BY:
Name:	Name:
Title:	Title:
STATE OF NORTH CAROLINA COUNTY OF	
	h County and State, certify thatsonally appeared before me this day, each acknowledging to me
	, of the City of Lowell,
Carolina, the foregoing do	hority duly given and as the act of the City of Lowell, North cument was signed in the City's name by such led with its corporate seal and attested by such
Date:	Official Signature of Notary Public
	Notary printed or typed name
[OFFICIAL SEAL/STAMP]	My commission expires:

### **EXHIBIT A**

### **PROPERTY**

BEING ALL OF "<u>TRACT 1</u>" as shown on that plat entitled "SPENCER MOUNTAIN RECOMBINATION PLAT" prepared by The John R. McAdams Company, Inc., dated November 13, 2023 and recorded February 1, 2024 in Book 102, Pages 116-121, in the Office of the Register of Deeds for Gaston County, North Carolina.



LEGEND

PROPERTY OWNER SIGNATURE

Return To: Kevin Bancom ZIOD S. Tryon St. 5-it 400 CLirlotte, NC 28203

SHEET 2

OWNER CERTIFICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT I (WE) HEREBY ADOPT THIS PLAN WITH MY (OUR) FREE CONSENT AS OF

PROPERTY OWNER NAME (TYPED OR PRINTED)

SIGNED THE 151 DAY OF February 2024

FLOODPLAIN ADMINISTRATOR

PROPERTY OWNER NAME (TYPED OR PRINTED)

CERTIFICATE OF FLOODPLAIN ADMINISTRATOR APPROVAL

THIS PLAT HAS BEEN REVIEWED AND MEETS THE APPROVAL OF GASTON COUNTY FLOODPLAIN ADMINISTRATOR.

**GENERAL NOTES** 

1.) THIS IS A SURVEY OF EXISTING PARCELS OF LAND. THIS IS A RECOMBINATION SURVEY.

2.) BEARINGS ARE RELATIVE TO NO GRID NORTH NAD 83 (2011).

3.) ZONING: SFR-4 (CZ 2022-08) PER CITY OF LOWELL PLANNING.

IN ZONE "X" AND ZONE "AE" AS DEFINED BY FEMA F.LR.M. MAP NO. 3710357600J, DATED

5.) REFERENCES: AS SHOWN, OF THE GASTON COUNTY REGISTRY.
PARCEL NUMBERS OF SUBJECT PROPERTY: 136564, 202774, 210660, 135144, 202166 AND

4.) FLOOD NOTE: THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED

6.) UTILITY STATEMENT: THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED

### **PURPOSE OF PLAT**

THE PURPOSE OF THIS PLAT IS TO RECOMBINE PARCELS 202774, 136564, 202166, 202167, 135144, 210660 INTO FOUR TRACTS; TRACT 1 BEING ALL OF PARCELS 136564 AND 210660 AND PORTIONS OF PARCELS 202774, 202166, AND 135144; TRACT 2 BEING ALL OF PARCEL 202167, A PORTION OF PARCEL 202774, AND THE REMAINING PORTIONS OF PARCELS 202166 AND 135144: TRACT 3 BEING A PORTION OF PARCEL 202774; TRACT 4 BEING A PORTION OF PARCEL 202774.

TRACT 1 CONTAINS A TOTAL AREA OF 9,348,485 SQ. FT. (214.612 ACRES) INCLUDING AREA WITHIN THE RIGHT OF WAY OF LOWELL SPENCER MOUNTAIN ROAD.

TRACT 2 CONTAINS A TOTAL AREA OF 2,244,132 SQ. FT. (51.518 ACRES).

TRACT 3 CONTAINS A TOTAL AREA OF 287,942 SQ. FT. (6.610 ACRES)

TRACT 4 CONTAINS A TOTAL AREA OF 949,873 SQ. FT. (21.806 ACRES)

NO NEW RIGHTS OF WAY ARE DEDICATED BY THIS PLAT. NO EXISTING RIGHTS OF WAY ARE CHANGED BY THIS PLAT.

### ZONING ADMINISTRATOR CERTIFICATION

THIS PLAT MEETS THE REQUIREMENTS OF THE CITY OF LOWELL DEVELOPMENT ORDINANCE AS OF

THIS 30" DAY OF CAMARY , 20 24 AND IS HEREBY APPROVED CONDITIONED UPON THE PLAT BEING REGISTERED IN THE OFFICE OF THE GASTON COUNTY REGISTER OF DEEDS WITHIN SIXTY (60) DAYS OF SUCH APPROVAL AND RECEIPT OF RECORD ACCOMPANIED BY A PLAT PRESENTED TO THE CITY OF LOWELL PLANNING SERVICES DEPARTMENT

PLANNING ZONING & SUBDIVISION ADMINISTRATOR

### CERTIFICATE OF REVIEW OFFICER

STATE OF NORTH CAROLINA

COUNTY OF GASTON

, REVIEW OFFICER OF GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL THE STATUTORY REQUIREMENTS FOR RECORDING AS OF

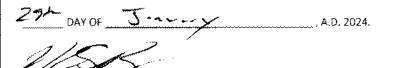
DAY OF FEBRUAY GASTON COUNTY REVIEW OFFICER

PARCEL TABLE

PARCEL NO.	OWNER	DEED REFERENCE	AREA
202774	BELMONT LAND AND INVESTMENT COMPANY	D8 466, PG 144	8,231,699 SQ. FT. (188,974 ACRES)
136564	BELMONT LAND AND INVESTMENT COMPANY	DB 3253, PG 175	3,417,484 SQ. FT. (78.455 ACRES)
202166	BELMONT LAND AND INVESTMENT COMPANY	DB 3397, PG 130	611,261 SQ. FT. (14.033 ACRES)
202167	BELMONT LAND AND INVESTMENT COMPANY	D <b>8</b> 3397, PG 130	324,132 SQ. FT. (7.441 ACRES)
135144	BELMONT LAND AND INVESTMENT COMPANY	DB 3397, PG 134	174,305 SQ. FT. (4.001 ACRES)
210660	BELMONT LAND AND INVESTMENT COMPANY	DB 4214, PG 2394	71,552 SQ. FT. (1.643 ACRES)

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(d). THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

I, KEVIN S. BAUCOM, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE





I, KEVIN S. BAUCOM, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY: (1)CLASS OF SURVEY: CLASS A (2)POSITIONAL ACCURACY: < 0.100' (3)TYPE OF GPS FIELD PROCEDURE: VRS (4)DATE OF SURVEY: 09/16/2021 (5)DATUM/EPOCH: NAD 83(2011) (6)PUBLISHED/FIXED-CONTROL USED: GAST

(8)COMBINED GRID FACTOR(S): 0.999835694

(9)UNITS: METERS CONVERTED TO US SURVEY FEET

(7)GEOID MODEL: GEOID12A

TOTAL AREA: 12,830,433 SQ. FT. (294.546 ACRES)

### **NEW TRACT AREA TABLE**

SHEET 4

TRACT NO.	AREA
1	9,570,846 SQ. FT. (219.72 ACRES)
2	2,021,771 SQ. FT. (46.41 ACRES)
<u></u>	287,942 SQ. FT. (6.61 ACRES)
4	949,873 SQ. FT. (21.81 ACRES)
	TOTAL AREA: 12,830,432 SQ. FT. (294.546 ACRES)

Doc ID: 022337110001 Type: CRP Recorded: 02/01/2024 at 04:18:46 PM Fee Amt: \$31.00 Page 1 of 1 Gaston, NC Susan S. Lockridge Register of Deeds BK 102 PG 116

PARCEL NO. 202774

PARCEL NO. 136564

SHEET 6

NEW TRACT 1

SHEET INDEX

PARCEL NO.

210660

SHEET 3

SHEET 5

PARCEL NO. 202166

**PARCEL NO. 135144** 

PARCEL NO. 202774

- NEW TRACT 3

PARCEL NO. 202774

**PARCEL NO. 202774** 

**NEW TRACT 4** 

**PARCEL NO. 202167** 

- NEW TRACT 2



# **MCADAMS**

The John R. McAdams Company, inc 2100 South Tryon Street Suite 400 Charlotte, NC 28203 phone 704, 527, 0800

fax 919, 361, 2269 license number: C-0293

www.mcadamsco.com

### OWNER

**BELMONT LAND AND INVESTMENT COMPANY** PO BOX 1939 McADENVILLE, NC 28101-1939

**REVISIONS** 

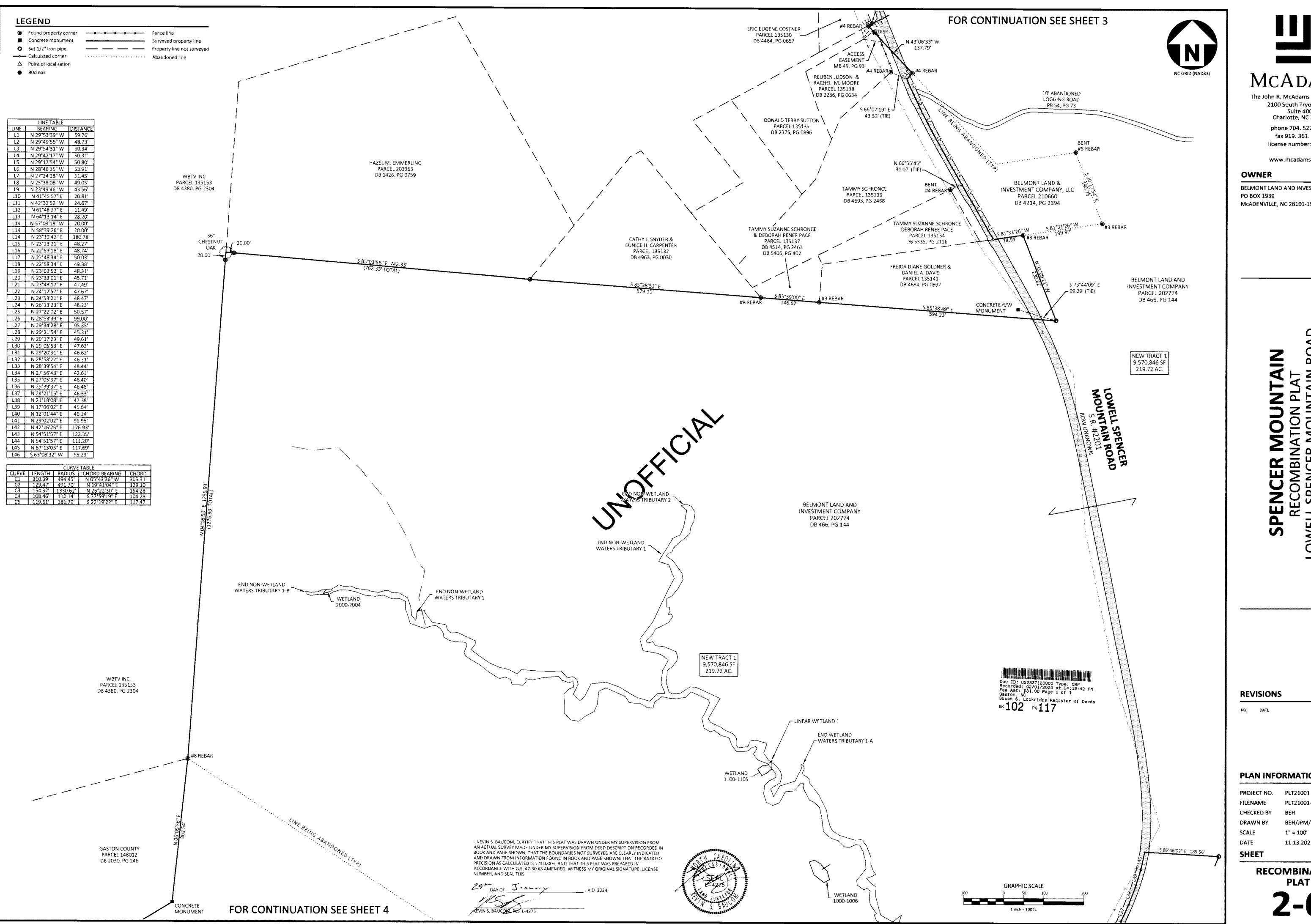
### **PLAN INFORMATION**

PROJECT NO. PLT21001 PLT21001-F1 FILENAME CHECKED BY KSB DRAWN BY

BEH/JPM/PAS/jc 1" = 300' 11.13.2023

SHEET

**RECOMBINATION** 





# **MCADAMS**

The John R. McAdams Company, Inc. 2100 South Tryon Street Suite 400 Charlotte, NC 28203

> phone 704, 527, 0800 fax 919, 361, 2269

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### OWNER

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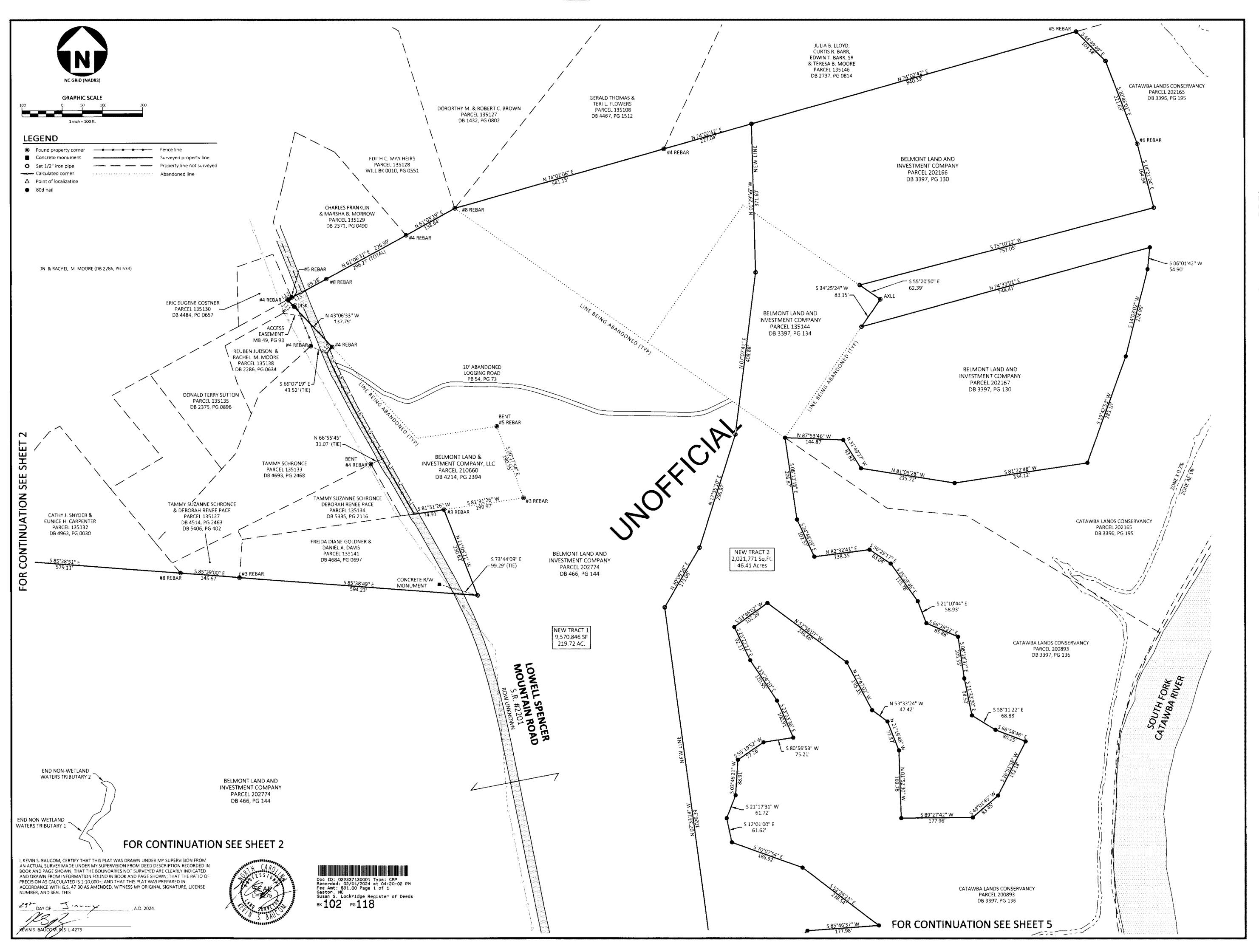
### **REVISIONS**

NO. DATE

### **PLAN INFORMATION**

PLT21001-F1 FILENAME CHECKED BY BEH/JPM/PAS/jc 1" = 100' 11.13.2023

### **RECOMBINATION** PLAT





# MCADAM

The John R. McAdams Company, Inc. 2100 South Tryon Street Suite 400 Charlotte, NC 28203 phone 704. 527. 0800

phone 704, 527, 0800 fax 919, 361, 2269 license number: C-0293

www.mcadamsco.com

### OWNER

BELMONT LAND AND INVESTMENT COMPANY
PO BOX 1939
McADENVILLE, NC 28101-1939

# PENCER MOUNTAIN RECOMBINATION PLAT ELL SPENCER MOUNTAIN ROAE

### REVISIONS

NO. DATE

### PLAN INFORMATION

PROJECT NO. PLT21001

FILENAME PLT21001-F1

CHECKED BY BEH

DRAWN BY BEH/JPM/PAS/jc

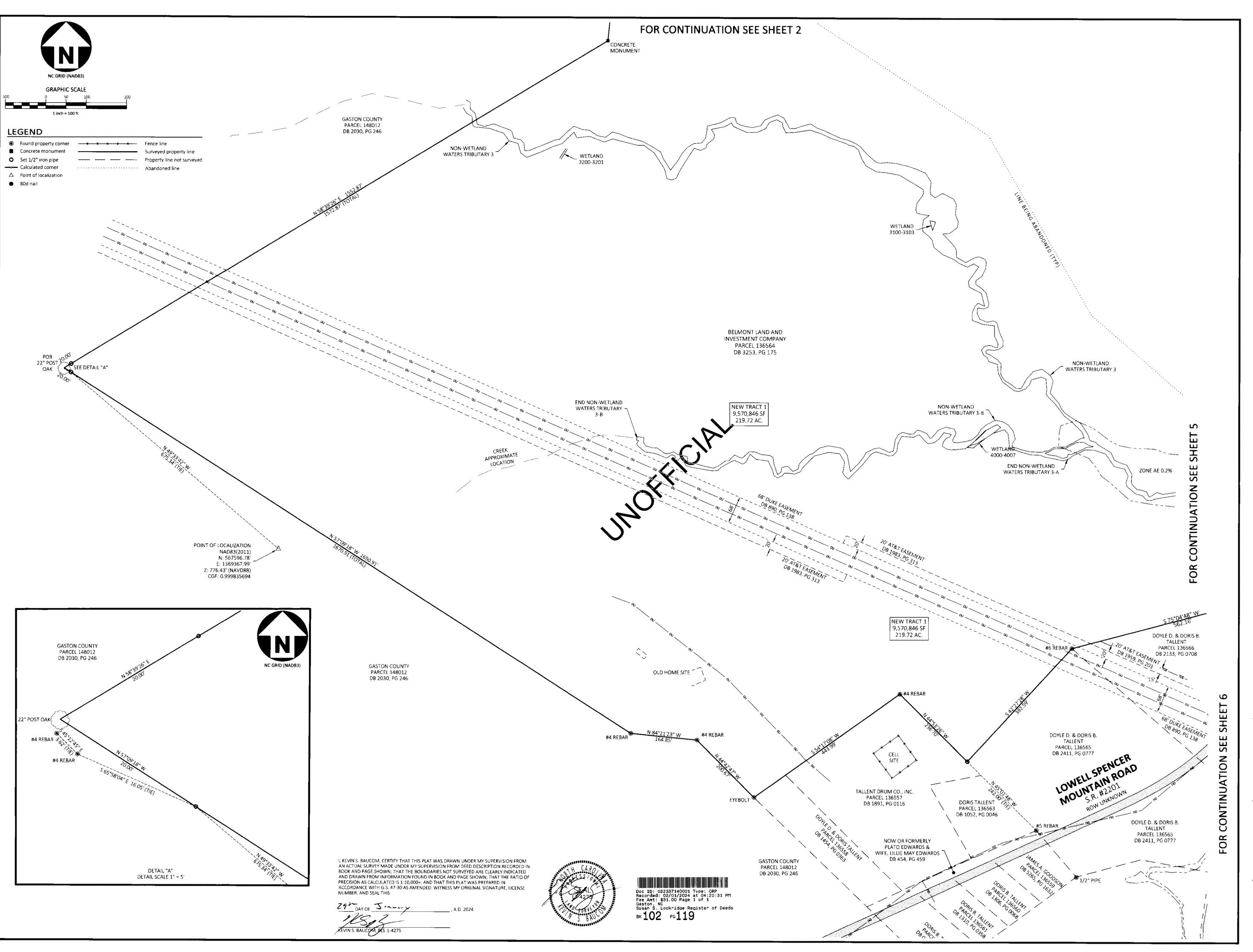
SCALE 1" = 100'
DATE 11.13.2023

SHEET

# RECOMBINATION

3-6

66





# McAdams

The John R. McAdams Company, Inc. 2100 South Tryon Street Suite 400 Charlotte, NC 28203 phone 704. 527. 0800 fax 919. 361. 2269

www.mcadamsco.com

license number: C-0293

### OWNER

BELMONT LAND AND INVESTMENT COMPANY PO BOX 1939

McADENVILLE, NC 28101-1939

COMBINATION PLAT

**REVISIONS** 

NO. DATE

### **PLAN INFORMATION**

PROJECT NO. PLT21001

FILENAME PLT21001-F1

CHECKED BY BEH

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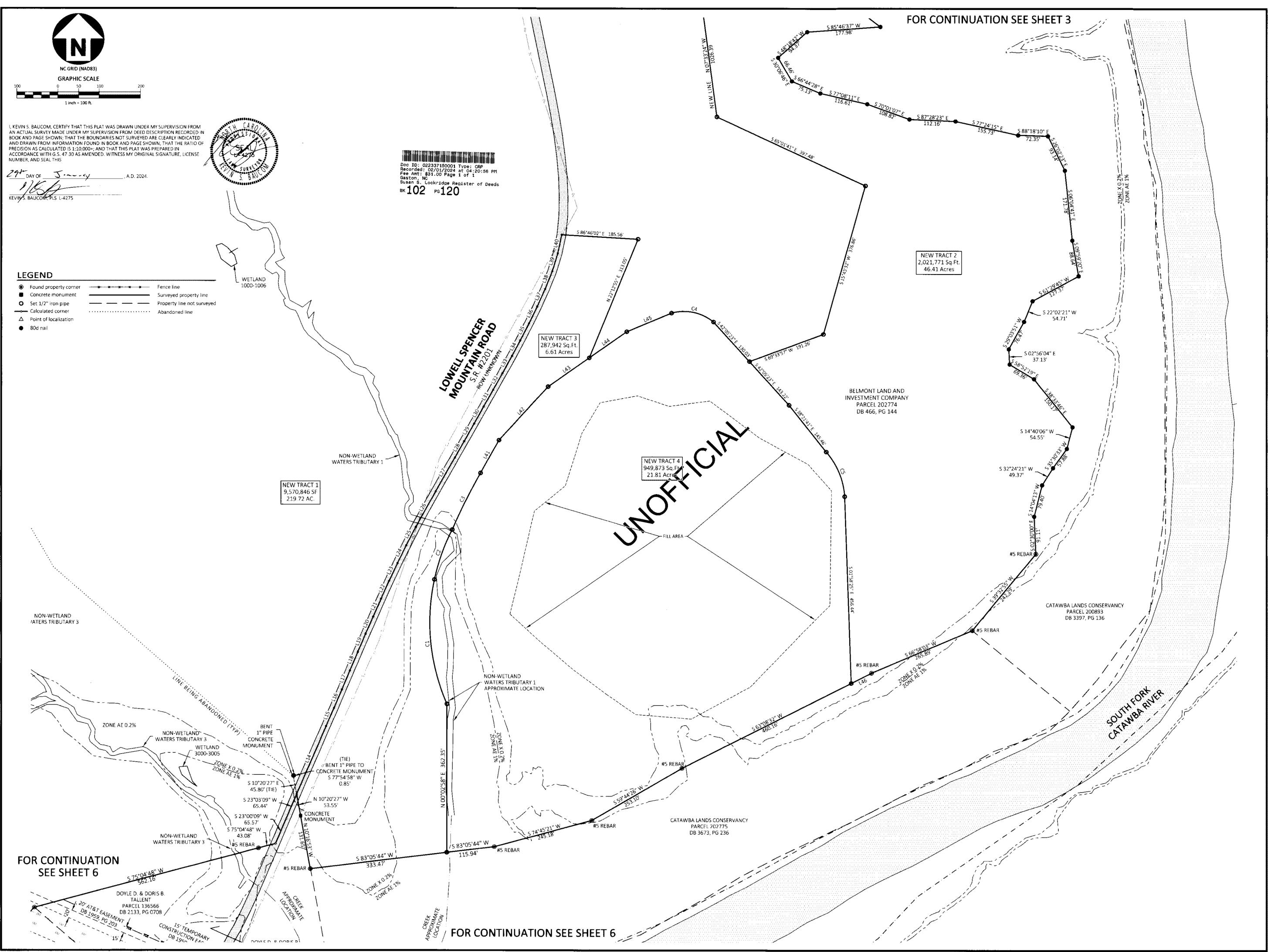
SCALE 1" = 100'

DATE 11.13.2023

SHEET

RECOMBINATION PLAT

4-6





# MCADAMS The John R. McAdams Company, Inc.

2100 South Tryon Street Suite 400 Charlotte, NC 28203

phone 704, 527, 0800 fax 919, 361, 2269 license number: C-0293

www.mcadamsco.com

### OWNER

BELMONT LAND AND INVESTMENT COMPANY
PO BOX 1939
McADENVILLE, NC 28101-1939

# RECOMBINATION PLAT OWELL SPENCER MOUNTAIN ROAD

**REVISIONS** 

NO. DATE

### PLAN INFORMATION

PROJECT NO. PLT21
FILENAME PLT21
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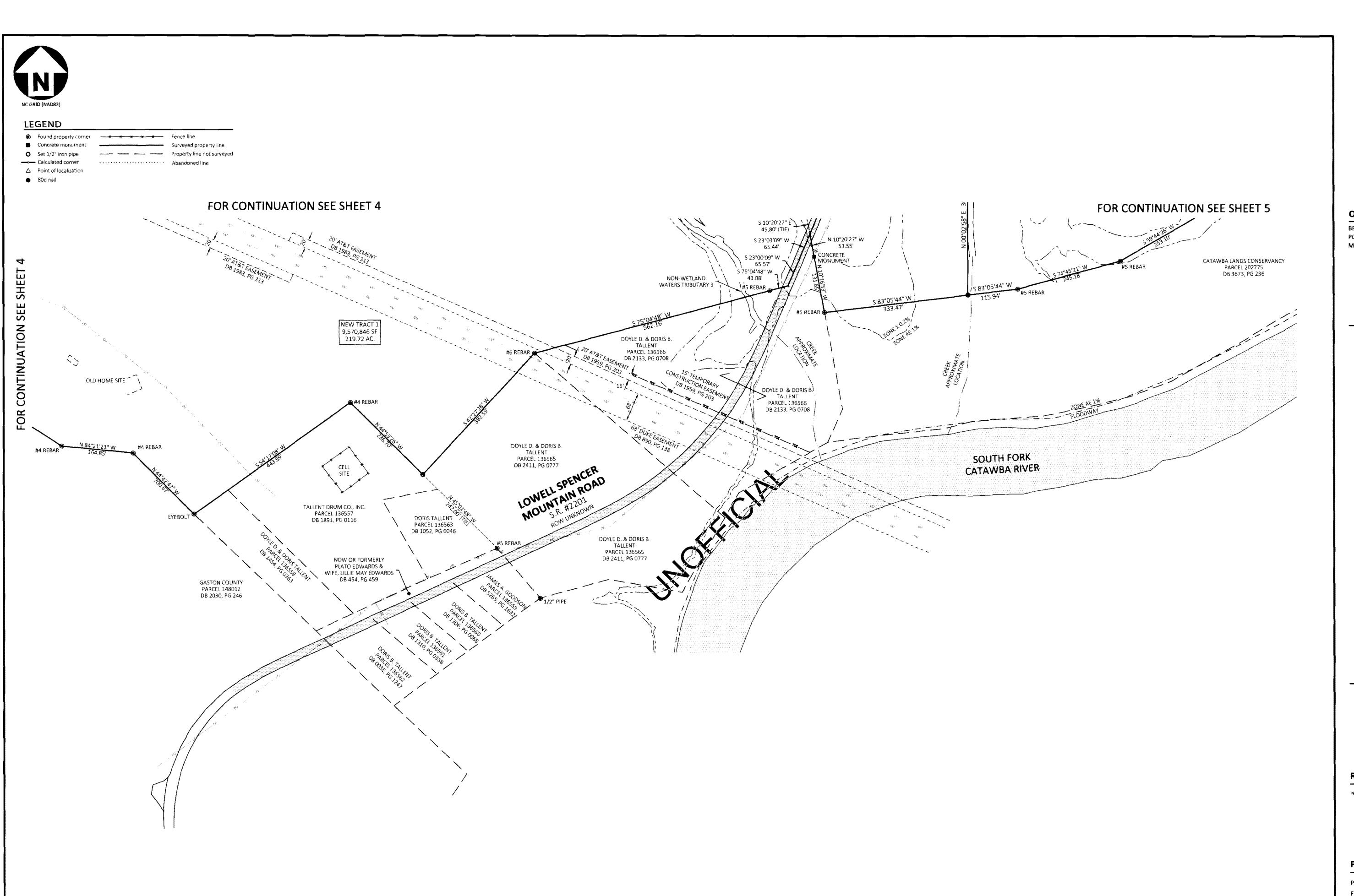
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# RECOMBINATION PLAT

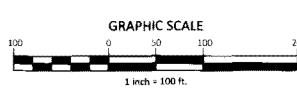
5-6

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Gaston, NC
Susan S. Lockridge Register of Deeds
BK 102 Pg 121





# MCADAMS The John R. McAdams Company, Inc.

John R. McAdams Company, 2100 South Tryon Street Suite 400 Charlotte, NC 28203

phone 704, 527, 0800 fax 919, 361, 2269 license number: C-0293

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### **OWNER**

BELMONT LAND AND INVESTMENT COMPANY PO BOX 1939 McADENVILLE, NC 28101-1939

# ICER MOUNTAIN OMBINATION PLAT PENCER MOUNTAIN ROA

**REVISIONS** 

NO. DAT

### PLAN INFORMATION

PROJECT NO. PLT21001

FILENAME PLT21001-F1

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SCALE 1" = 100'

DATE 11.13.2023

SHEET

RECOMBINATION
PLAT

**6-6** 

### **EXHIBIT B**

### **DEVELOPMENT SCHEDULE**



PHASE	ESTIMATED COMPLETION DATE*	
1	April 2026	
2	February 2027	
3	February 2028	
4 February 2030		
* Based on Spetember 2024 Plan Approvals		

# EXHIBIT C CONDITIONS OF APPROVAL



Phone: 704-824-3518 www.lowellnc.com

### Planning Department

September 14, 2022

The Pulte Group c/o Mellissa Oliver 11121 Carmel Commons Blvd Suite 450 Charlotte, NC 28226

Dear Ms. Oliver:

On September 14, 2022, the Lowell City Council voted to approve your request (File # RZ22-03) to conditionally rezone approximately 226 acres from SFR-2 & SFR-3 (Single-Family Residential 2 & 3) to SFR-4 CZ (Single-Family Residential 4, Conditional Zoning District). The approval is for the development of a single-family residential subdivision and is subject to a list of conditions and the Lowell Development Ordinance. The properties are known by tax parcel identification number(s) 13564, 210660, and portions of 135144, 202166 and 202774. The SFR-4 CZ (Single-Family Residential 4, Conditional Zoning District) zoning is now effective as requested in the application.

### Next Steps – Development Agreement

Due to the size and scope of the proposed development, this project will be subject Section 7.15 Development Agreements. Per subsection 7.15-3(F.) The development agreement shall be recorded in the office of the Register of Deeds of the county in which the subject property is located within fourteen (14) days of execution and prior to the issuance of any development permits authorizing development activities to commence. Please note that this process will include a public hearing.

Please feel free to contact me with any questions. I can be reached at 704-617-0141 or via email at *igates@lowellnc.com*.

Sincerely,

Joe Gates

Joe Gates, CZO

Planning Director

enclosure

cc: Belmont Land & Investment CO

Attn: Bill Carstarphen

PO Box 1939

McAdenville, NC 28101-1939

Moore & Van Allen

c/o Bridget Grant

100 North Tryon Street

Suite 4700

Charlotte, NC 28202-4003

### **CONDITIONAL ZONING** RZ22-03

### CITY OF LOWELL **GASTON COUNTY NORTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS, THAT The Pulte Group., having applied to the City of Lowell to establish a Conditional Zoning designation on the property hereinafter described, and said zoning designation having been granted by the Lowell City Council on September 13, 2022 the terms of said Conditional Zoning being as follows:

### **DESCRIPTION OF PREMISES**

Location: East and west side of Lowell Spencer Mountain Rd, just north of George Poston Park.

Street Address: Lowell Spencer Mountain Rd

Tax Map Reference Number(s): 136564, 210660 and a portion of 135144, 202166 and 202774

### **SPECIAL TERMS AND CONDITIONS**

Zoning Classification: SFR-4 (CZ-2022-03) (Single-Family Residential 4)

### Conditions:

### 1. General Provisions:

- a. Site Location. These Development Standards form a part of the Rezoning Plan associated with the Rezoning Petition filed by Pulte ("Petitioner") to accommodate the development of up to four hundred and twenty-two (422) single-family detached dwelling units as generally depicted on the Rezoning Plan. The proposed development will be on an approximately 226.29 acre site located on Spencer Mountain Road (the "Site").
- **b. Zoning Districts/Ordinance**. Development of the Site will be governed by the Rezoning Plan as well as the applicable provisions of the Lowell Land Development Code (the "Ordinance"). Unless the Rezoning Plan establishes more stringent standards, the regulations established under the Ordinance for the SFR-4 zoning classification shall govern.
- **c. Graphics and Alterations**. The schematic depictions lots, sidewalks, structures and buildings, building elevations, driveways, streets and other development matters and site elements (collectively the "Development/Site Elements") set forth on the Rezoning Plan should be reviewed in conjunction with the provisions of these Development Standards. The layout, locations, sizes and formulations of the Development/Site Elements depicted on the Rezoning Plan are graphic representations of the Development/Site elements proposed. Changes to the Rezoning Plan not anticipated by the Rezoning Plan will be reviewed and approved as allowed by Section 5.4-3(F) of the Ordinance. Since the project has not undergone the design development and construction phases, it is intended that this Rezoning Plan provide for flexibility in allowing some alterations or modifications from the graphic representations of the Development/Site Elements. Therefore, there may be instances where minor modifications will be allowed per the Ordinance. These instances would include changes to graphics if they are minor and don't materially change the overall design intent depicted on the Rezoning Plan. The Planning Director will determine if such

minor modifications are allowed and if it is determined that the alteration does not meet the criteria described above, the Petitioner shall then follow the Ordinance; in each instance, however, subject to the Petitioner's appeal rights set forth in the Ordinance.

### 2. Permitted Uses & Development Areas:

**a.** The Site may be developed with up to four hundred twenty-two (422) single-family detached dwelling units to the west side of the ultimate drainage line. The ultimate drainage line location will be determined as part of the overall grading plan during the land development process.

### 3. Transportation and Connectivity:

- **a.** A Transportation Impact Analysis shall be provided if required by Ordinance. Any required improvements to Lowell Spencer Mountain Road shall be as required by NCDOT.
- **b.** In the event a direct connection is provided from Phase 4 to Lowell Spencer Mountain Road, Creek Crossing B may be eliminated.
- **c.** The Petitioner shall improve Lowell Spencer Mountain Road to the Rural Cross Section per the most recently adopted version of the North Carolina Complete Streets Planning and Design Guidelines subject to the recommendations of the Traffic Impact Analysis and NCDOT approval.

### 4. Architectural Standards:

- **a**. The building materials used on the principal buildings constructed on Site will be a combination of portions of the following: brick, stone, precast stone, precast concrete, synthetic stone, cementitious fiber board, cementitious fiber shake, stucco, decorative block and/or wood.
- **b.** Vinyl or Aluminum shall not be used as a primary siding material however it may be used on windows, soffits, fascia and/or similar roof overhang elements, handrails/railings, and/or other miscellaneous trim elements.
- **c.** The proposed roofing materials will be architectural shingles, slate, tile and/or metal.
- **d.** All residential units shall include the following garage door treatments:
  - i. wall sconce lighting on at least one side of the garage door or one large wall sconce above the garage door,
  - ii. windows and/or a vent detail above the garage door,
  - iv. a minimum of two siding materials on the façade, and
  - vi. windows

### 5. Environmental Features and Open Space:

- **a**. The Site shall comply with the minimum Stormwater and Water Quality requirements as set forth in the Land Development Ordinance and municipal code.
- **b.** The location of the proposed stormwater areas are conceptual in nature and the exact size and location of these areas are subject to change depending upon final layout, product allocation, and/or other site plan elements. The overall layout and unit count may be altered as a result of final stormwater locations.
- **c.** The Petitioner shall implement the following design and post construction stormwater containment measures subject to the provisions set forth herein and subject to approval by Gaston County:
  - i. 200 or 100-year floodplain (whichever is greater) buffer on surface waters.
  - ii. A maximum built upon area (BUA) under 10% in the Protected Watershed.
  - **iii.** In areas where the BUA is greater than 10%, Stormwater Control Measures (SCMs) capable of treating the greater 1.5" or the difference in stormwater runoff from pre-development and post development conditions for the one-year, twenty-four-hour storm.
  - **iv.** SCMs capable of limiting peak flow from the site at each point of discharge to the predevelopment conditions for the 1 and 10 years, twenty-four-hour storm events
  - v. A total phosphorus (TP) removal rate of at least 70% for all SCM(s) used.
  - vi. SCMs capable of conveying the 25-year design storm.
  - **vii.** SCM Operation and Maintenance Agreements and Plans should be clearly explained to the responsible party.
  - **viii.** To the greatest extent possible, BUA and runoff should be minimized through site design and Low Impact Development (LID) measures such as downspout disconnection, permeable pavements, green roofs, planter boxes, etc.
- **d.** The Petitioner shall implement the following active construction measures subject to the provisions

set forth herein and subject to approval by Gaston County:

- i. The use of high hazard or double row silt fencing along surface water bodies.
- ii. Stop valves and additional filtration at the outlet discharges.
- **iii**. Retention basins capable of conveying the 25-year storm with an outfall sized to maximize drawdown time.
- **iv**. Installation of temporary seeding and slope drains within 7 days after grading.
- v. Installation of natural fiber matting on slopes greater than 10'.
- vi. Third party sediment and erosion control monitoring of the site.
- **vii**. Implementation of devices downstream to numerically monitor turbidity during construction and provide alerts to regulators and site operators when turbidity levels exceed action levels.
- **viii**. Additional measures such as polyacrylamides, proposed by the designers and owners.
- ix. Bathymetic survey and core samples of any downstream coves before and after construction to document off-site sedimentation.
- **e.** The developer shall adhere to the LDO and only plant native plant materials on the Site.
- **f.** A minimum of two (2) ten (10) foot wide access easements shall be provided as follows:
  - i. One shall be located between lots on Road I or Road J.
  - ii. One shall be located along Spencer Lowell Mountain Road.
  - The exact location of the access easements shall be determined during the permitting process. It is understood the easements may be used to provide access to future amenities to be provided by others.
- **g.** The Petitioner shall provide a minimum twenty (20) foot buffer behind the lots west of the drainage divide line. Such buffers shall be maintained by the homeowner's association. Land disturbance is permitted within the buffer during development of the site.

### 6. Miscellaneous Provisions

**a.** The Petitioner shall provide a minimum of three license plate readers to be operated for a minimum of five years unless otherwise agreed to by the City Manager. The license plate readers shall be installed at the primary entrance for each phase prior to the last certificate of occupancy for the respective phase.

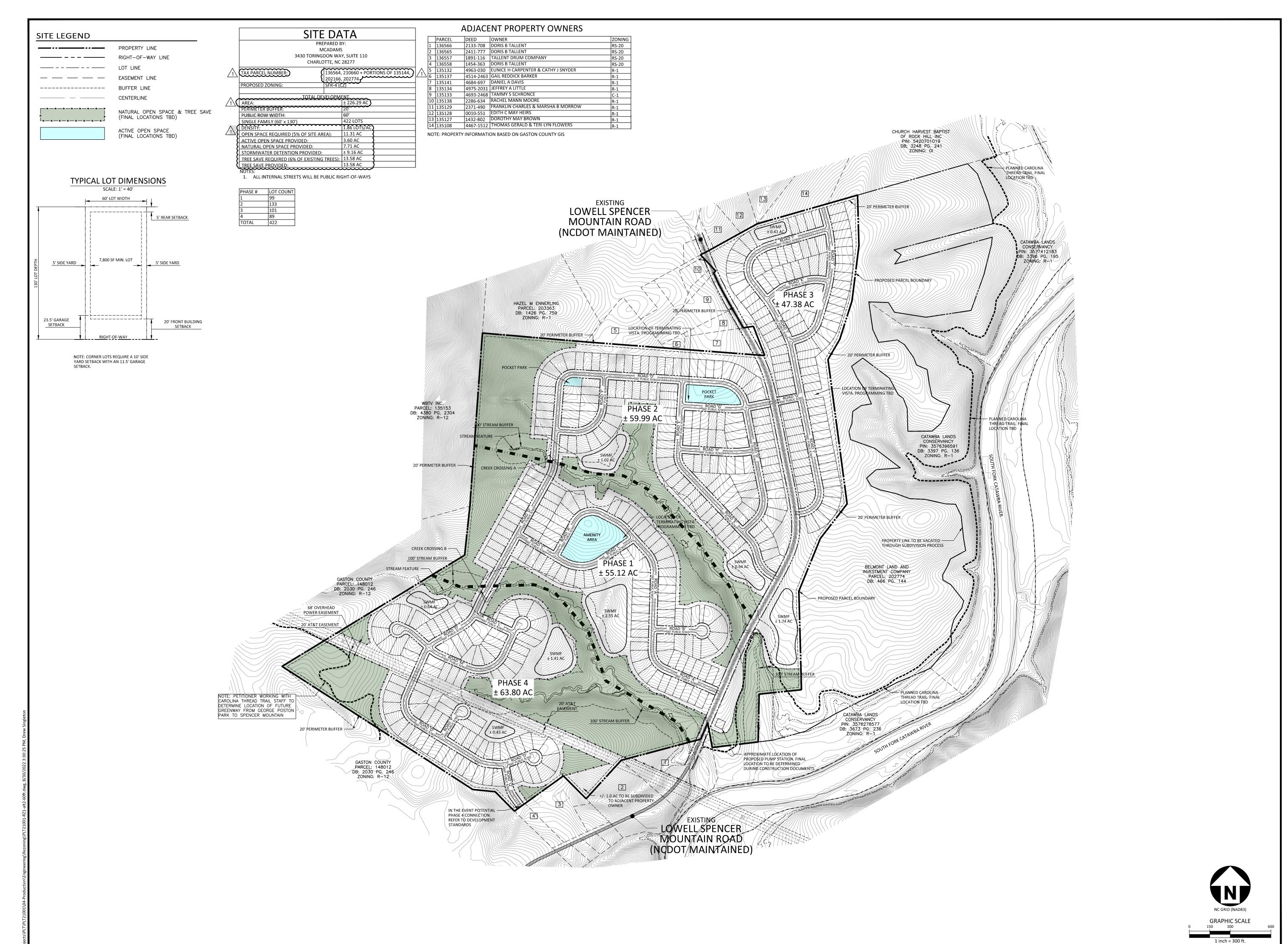
### 7. Amendments to the Rezoning Plan:

a. Future amendments to the Rezoning Plan (which includes these Development Standards) may be applied for by the then Owner or Owners of the applicable portion of the Site affected by such amendment in accordance with the provisions of the Ordinance.

### 8. Binding Effect of the Rezoning Application:

I, the petitioner, consent to the conditions proposed for petition RZ22-03 and approved by the Lowell City Council.	I, the property owner, consent to the conditions proposed for petition RZ22-03 and approved by the Lowell City Council.

The Pulte Group Belmont Land Investment Co





# McAdams

The John R. McAdams Company, Inc. 3430 Toringdon Way Suite 110 Charlotte, NC 28277

> phone 704. 527. 0800 fax 919. 361. 2269

license number: C-0293, C-187

www.mcadamsco.com

### CLIENT

PULTE HOMES 11121 CARMEL COMMONS BLVD. SUITE 450 CHARLOTTE, NC 28226



# INGLE FAMILY

SP

### **REVISIONS**

NO. DATE

1 07. 12. 2022 REVS PER SELLER COORDINATION 2 08. 30. 2022 PER CITY COMMENTS

### PLAN INFORMATION

PROJECT NO. PLT21001

FILENAME PLT21001-RZ1

CHECKED BY EM

DRAWN BY JDS

SCALE 1" = 300'

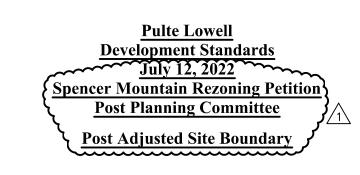
SHEET

DATE

REZONING PLAN

12.10.2021

**RZ.01** 



### **Site Development Data:**

**—Acreage**: ± 226.29 acres

**\-Tax Parcel** #: 136564 and 210660 \

{--Tax Parcel #: 135144, 202166, and 202774 NOTE WHICH ARE "A PORTION OF"

- -Existing Zoning: SFR-3 and SFR-2
- -- Proposed Zoning: SFR-4(CZ)
- -- Existing Uses: Vacant

**--Proposed Uses:** Up to 422 single-family detached dwelling units as allowed by right and under prescribed conditions in the SFR-4 zoning district as further described in Section 2 below.

### **General Provisions:**

- a. Site Location. These Development Standards form a part of the Rezoning Plan associated with the Rezoning Petition filed by Pulte ("Petitioner") to accommodate the development of up to four hundred and twenty-two (422) single-family detached dwelling units as generally depicted on the Rezoning Plan. The proposed development will be on an approximately 226.29 acre site located on Spencer Mountain Road (the "Site").
- **b. Zoning Districts/Ordinance**. Development of the Site will be governed by the Rezoning Plan as well as the applicable provisions of the Lowell Land Development Code (the "Ordinance"). Unless the Rezoning Plan establishes more stringent standards, the regulations established under the Ordinance for the SFR-4 zoning classification shall govern.
- c. Graphics and Alterations. The schematic depictions lots, sidewalks, structures and buildings, building elevations, driveways, streets and other development matters and site elements (collectively the "Development/Site Elements") set forth on the Rezoning Plan should be reviewed in conjunction with the provisions of these Development Standards. The layout, locations, sizes and formulations of the A viii. Additional measures such as polyacrylamides, proposed by the designers and owners. Development/Site Elements depicted on the Rezoning Plan are graphic representations of the \(\frac{1}{2}\right\) Development/Site elements proposed. Changes to the Rezoning Plan not anticipated by the Rezoning Plan will be reviewed and approved as allowed by Section 5.4-3(F) of the Ordinance.

Since the project has not undergone the design development and construction phases, it is intended that this Rezoning Plan provide for flexibility in allowing some alterations or modifications from the graphic representations of the Development/Site Elements. Therefore, there may be instances where minor modifications will be allowed per the Ordinance. These instances would include changes to graphics if they are minor and don't materially change the overall design intent depicted on the Rezoning Plan.

The Planning Director will determine if such minor modifications are allowed and if it is determined that the alteration does not meet the criteria described above, the Petitioner shall then follow the Ordinance; in each instance, however, subject to the Petitioner's appeal rights set forth in the Ordinance.

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### **Transportation and Connectivity:**

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- **b.** In the event a direct connection is provided from Phase 4 to Lowell Spencer Mountain Road, Creek Crossing B may be eliminated.
- c. The Petitioner shall improve Lowell Spencer Mountain Road to the Rural Cross Section per the most recently adopted version of the North Carolina Complete Streets Planning and Design Guidelines subject to the recommendations of the Traffic Impact Analysis and NCDOT approval.

### **Architectural Standards:**

- a. The building materials used on the principal buildings constructed on Site will be a combination of portions of the following: brick, stone, precast stone, precast concrete, synthetic stone, cementitious fiber board, cementitious fiber shake, stucco, decorative block and/or wood.
- **b.** Vinyl or Aluminum shall not be used as a primary siding material however it may be used on windows, soffits, fascia and/or similar roof overhang elements, handrails/railings, and/or other miscellaneous trim elements.
- **c.** The proposed roofing materials will be architectural shingles, slate, tile and/or metal.
- **d.** All residential units shall include the following garage door treatments:
- i. wall sconce lighting on at least one side of the garage door or one large wall sconce above the garage door,
- ii. windows and/or a vent detail above the garage door,
- iv. a minimum of two siding materials on the façade, and
- vi. windows

### **Environmental Features and Open Space:**

- a. The Site shall comply with the minimum Stormwater and Water Quality requirements as set forth in the Land Development Ordinance and municipal code.
- b. The location of the proposed stormwater areas are conceptual in nature and the exact size and location of these areas are subject to change depending upon final layout, product allocation, and/or other site plan elements. The overall layout and unit count may be altered as a result of final stormwater locations.
- c. The Petitioner shall implement the following design and post construction stormwater containment measures subject to the provisions set forth herein and subject to approval by Gaston County:
- i. 200 or 100-year floodplain (whichever is greater) buffer on surface waters.
- ii. A maximum built upon area (BUA) under 10% in the Protected Watershed.
- iii. In areas where the BUA is greater than 10%, Stormwater Control Measures (SCMs) capable of

treating the greater 1.5" or the difference in stormwater runoff from pre-development and post development conditions for the one-year, twenty-four-hour storm.

- iv. SCMs capable of limiting peak flow from the site at each point of discharge to the predevelopment conditions for the 1 and 10 years, twenty-four-hour storm events
- v. A total phosphorus (TP) removal rate of at least 70% for all SCM(s) used.
- vi. SCMs capable of conveying the 25-year design storm.
- vii. SCM Operation and Maintenance Agreements and Plans should be clearly explained to the responsible party.
- viii. To the greatest extent possible, BUA and runoff should be minimized through site design and Low Impact Development (LID) measures such as downspout disconnection, permeable pavements, green roofs, planter boxes, etc.
- **d.** The Petitioner shall implement the following active construction measures subject to the provisions set forth herein and subject to approval by Gaston County:
- ii. Stop valves and additional filtration at the outlet discharges.
- iii. Retention basins capable of conveying the 25-year storm with an outfall sized to maximize drawdown time.
- iv. Installation of temporary seeding and slope drains within 7 days after grading.

The use of high hazard or double row silt fencing along surface water bodies.

- Installation of natural fiber matting on slopes greater than 10'.
- vi. Third party sediment and erosion control monitoring of the site.
- vii. Implementation of devices downstream to numerically monitor turbidity during construction and provide alerts to regulators and site operators when turbidity levels exceed action levels.
- Bathymetic survey and core samples of any downstream coves before and after construction to document off-site sedimentation.
- **e.** The developer shall adhere to the LDO and only plant native plant materials on the Site.
- **f.** A minimum of two (2) ten (10) foot wide access easements shall be provided as follows:
- One shall be located between lots on Road I or Road J.
- One shall be located along Spencer Lowell Mountain Road.

The exact location of the access easements shall be determined during the permitting process. It is understood the easements may be used to provide access to future amenities to be provided by others.

g. The Petitioner shall provide a minimum twenty (20) foot buffer behind the lots west of the drainage divide line. Such buffers shall be maintained by the homeowner's association. Land disturbance is permitted within the buffer during development of the site.

### Miscellaneous Provisions

a. The Petitioner shall provide a minimum of three license plate readers to be operated for a minimum of five years unless otherwise agreed to by the City Manager. The license plate readers shall be installed at the primary entrance for each phase prior to the last certificate of occupancy for the respective phase.

### 7. Amendments to the Rezoning Plan:

a. Future amendments to the Rezoning Plan (which includes these Development Standards) may be applied for by the then Owner or Owners of the applicable portion of the Site affected by such amendment in accordance with the provisions of the Ordinance.

### **Binding Effect of the Rezoning Application:**

a. If this Rezoning Petition is approved, all conditions applicable to the development of the Site imposed under the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and insure to the benefit of the Petitioner and subsequent owners of the Site and their respective heirs, devisees, personal representatives, successors in interest or assigns.



# The John R. McAdams Company, Inc. 3430 Toringdon Way

Suite 110 Charlotte, NC 28277 phone 704. 527. 0800

fax 919. 361. 2269 license number: C-0293, C-187

www.mcadamsco.com

### **CLIENT**

**PULTE HOMES** 11121 CARMEL COMMONS BLVD. SUITE 450 CHARLOTTE, NC 28226



SP

### **REVISIONS**

NO. DATE

1 07. 12. 2022 REVS PER SELLER COORDINATION 2 08. 30. 2022 PER CITY COMMENTS

### **PLAN INFORMATION**

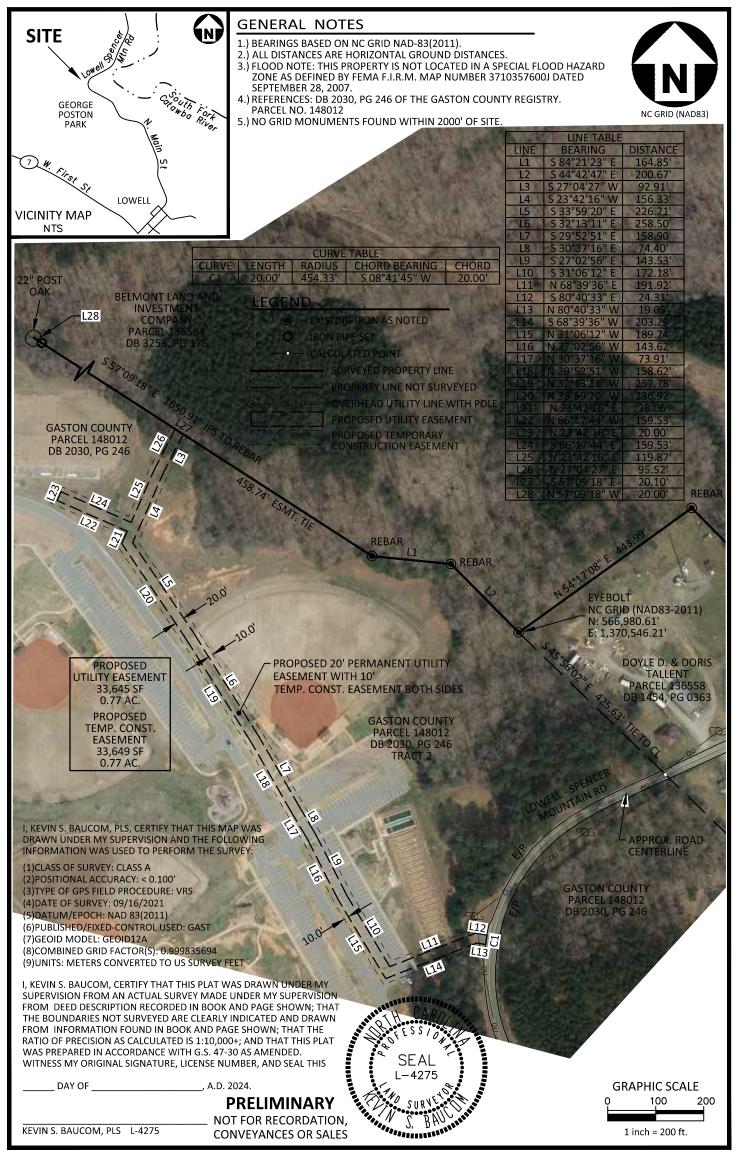
PROJECT NO. FILENAME PLT21001-RZ1 CHECKED BY

DRAWN BY **SCALE** DATE 12.10.2021

**SHEET** 

**REZONING NOTES** 

# EXHIBIT D COUNTY WATERLINE EASEMENT





The John R. McAdams Company, Inc. 2100 South Tryon Street Suite 400 Charlotte, NC 28203

> phone 704. 527. 0800 fax 919, 361, 2269 license number: C-0293

www.mcadamsco.com

### PROPOSED UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

PROPERTY OF GASTON COUNTY 1101 LOWELL-SPENCER MOUNTAIN ROAD GASTONIA TWSP., GASTON CO., NORTH CAROLINA

PLAN INFORMATION PROJECT NO. LEN23006 FILENAME LEN23006-Q7 CHECKED BY **KSB** DRAWN BY JC SCALE 1"=200' DATE 4.2.2024

# EXHIBIT E UTILITY ALLOCATION PROCESS

### **EXHIBIT F**

### TRANSPORTATION IMPROVEMENTS & COMPLETION DEADLINES

- A. PHASE 1 Transportation Improvements
  - 1. Access B including Northbound Left Turn Lane with 100' storage
    - i. Will be commenced simultaneously with Phase 1
  - 2. Access D (no required
    - i. Will be commenced simultaneously with Phase 1
- B. PHASE 1 Transportation Improvements Deadline On or before the issuance of the fiftieth (50<sup>th</sup>) CO for Phase 1.
- C. PHASE 2 Transportation Improvements
  - Access C including Northbound Right Turn Lane (the "Access C NBRTL") with 100' storage
    - i. Access C -Will be commenced simultaneously with Phase 2
    - ii. The Access C NBRTL will be completed on or before the earlier of (i) the issuance of the fiftieth (50<sup>th</sup>) CO for Phase 2.
  - 2. Access E including Northbound Right Turn Lane (the "Access E NBRTL") with 100' storage
    - i. Access E will be completed on or before the earlier of (i) the issuance of the fiftieth (50<sup>th</sup>) CO for Phase 2 or (ii) the issuance of the 180<sup>th</sup> CO for the Project.
    - ii. The Access E NBRTL will be completed on or before the earlier of (i) the issuance of the fiftieth (50<sup>th</sup>) CO for Phase 2.
  - 3. Northbound Left Turn Lane transition tapers will be remarked at this time to provide a 50' Southbound Left Turn Lane into Access C.

### D. PHASE 3 & 4

- Access A including Northbound Left Turn Lane (the "Access A NBLTL") with 100' storage
  - i. will be completed on or before the earlier of (i) the issuance of the first (1st) CO for Phase 3 or (ii) the issuance of the 231st CO for the Project.
- 2. N. Main St. and W. 1st St. Southbound Right Turn Lane Remarking
  - i. The remarking exercise to provide a 100' Southbound Right Turn Lane will be completed by the issuance of the fiftieth (50th) CO for Phase 3.

<u>PURPOSE</u>: A Policy to Establish the Provision of Water Distribution and Sewer Collection Services to Serve the Corporate Limits of the City of Lowell and Incorporate by Extension Additional Areas Outside the Corporate Limits Which May be Advantageous for Annexation into the City of Lowell, North Carolina.

**WHEREAS**, the City of Lowell, incorporated 1879, for the purpose of establishing essential municipal services for both current and future citizens;

**WHEREAS**, the City of Lowell City Council declares the extension of potable water and sewer collection services into areas of need and areas of future growth to be a major priority; and

**WHEREAS**, the City of Lowell City Council desires to establish a sound policy for the management of both water and sewer capacity to promote orderly growth in accordance with the <u>City of Lowell Comprehensive Land Use Plan</u>.

### **SCOPE/COVERAGE:**

### Section 1 - Policy for Evaluating and Reserving Utility Allocations

### I. General Principles

- A. The City of Lowell has allocated substantial capital for investment in the infrastructure necessary to support a growing, prosperous, and healthy community. Water supply and wastewater treatment capacity are among the most important elements of this infrastructure.
- B. Increasing the City's property tax base and/or revenue sources by the expansion and improvement of residential, commercial, industrial, and/or civic land uses and fostering a higher quality of life for its residents are the paramount factors by which utility allocation decisions are based.
- C. Consistent with the intent of this policy and other public statements and policies made by the City Council, the following hierarchy shall apply to the evaluation of utility allocation requests:
  - 1. Location: Priority for utility extension will be given to applicants whose subject extension is to service an area that is within the corporate limits or otherwise incorporated into the City of Lowell.
  - 2. Industrial projects and other major employers.

- 3. Commercial development projects with a mixed-use element.
- 4. Non-profit or civic uses which contribute to or attract significant economic development to the City.
- 5. Additional phases attached to residential projects with a proven record of quality product and economic success.
- 6. Residential projects that include tangible, high quality community amenities.
- 7. Residential projects that include diverse products and opportunities.
- 8. Residential projects, not otherwise described above.

### II. Reservation Process

- A. Preliminary Capacity Assurance Review (PCAR): The owner of any project requiring utility service within the City of Lowell shall submit a written application for an allocation. The application shall be in letter form, addressed to the City, and shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule in relation to consumption of utility capacity, and other supporting information demonstrating how the project serves the needs and interest of the City of Lowell. A Preliminary Capacity Assurance Review (PCAR), application shall be submitted prior to, or concurrently, with the preliminary plat submittal for subdivisions; or concurrently with, or prior to, submittal of construction drawings for all other developments. This preliminary application submittal does not require a fully engineered site plan and can be submitted with a conceptual plan of the development site that includes a preliminary estimate of flows. The PCAR (also known as a Willingness to Serve) is intended to identify and address any potential capacity issues early in the development process. Existing Water and Sewer maps from the Public Works department may be made available to the applicant for the creation of a concept plan attachment to the application. Approval of the PCAR does NOT reserve capacity within the wastewater system.
- B. Full Capacity Assurance Review (FCAR): After approval of the PCAR, the owner of the project shall submit a completed FCAR application with fully engineered site utility plans for review. After a complete submittal is received, the City shall perform an engineering analysis of the existing public wastewater system and water system to verify sufficient capacity in the system to accommodate the proposed development. The existing system shall be evaluated from the new customer's proposed point of connection through the existing local gravity sewer, the trunk sewer, any pump stations, and to the wastewater treatment facilities. All costs associated with this engineering, evaluation and analysis shall be the

responsibility of the developer. After sufficient capacity is confirmed by the City, the FCAR application may be approved.

Approval of the FCAR application and utility allocation reserves capacity for the development in the public wastewater system for twenty-four (24) months from the date of approval.

- C. The Planning Board shall review and make recommendation to the City Council for consideration and approval of all Willingness to Serve notifications (PCAR) and allocations (FCAR), which require or may require a daily flow allocation of five thousand gallons (5,000 gpd) or more; any application that requests allocation for any project outside the incorporated jurisdiction of the City; and, any allocation made for a land use category from capacity otherwise set aside for a different land use type.
  - 1. Residential Subdivision Development, Mixed-use Planned
    Developments, Commercial and/or Industrial Developments, and
    Special Use Permits. The City Council shall with deliberation
    incorporate the evaluation of utility allocation requests into the
    decision-making process associated with each of the aforementioned
    review processes established within the City's development standards
    and specifications. The criteria contained herein for evaluation of
    utility allocation requests shall be included as elements within the
    review process for the accompanying land use application with regard
    to conformity with City of Lowell' policies and ordinances, planning
    practices, and consistency with the adopted City of Lowell
    Comprehensive Land Use Plan or later version.
- D. The City Public Works Engineer shall review for approval all incorporated area applications for utility Willingness to Serve notifications (PCAR) and capacity (FCAR), which require a daily flow allocation of less than five thousand gallons (5,000 gpd) for allocations.
  - 1. The City Public Works Engineer shall consider the goals articulated by this and related City policies when reviewing applications for utility allocations. If an application is denied, the City Public Works Engineer shall state in writing the reasons for denial of the request.
  - 2. <u>Appeals process.</u> Any applicant whose application for utility service is denied by the City Public Works Engineer and who believes that such denial is inconsistent with the goals and priorities stated by this and related City policies may appeal the denial for review by the City

Council for final decision at the next regularly scheduled City Council meeting.

- E. Utility allocations granted under this policy shall require the requestor to post the tap fees, system development fees, meter set fees, and any other fees deemed applicable by the Public Works Director within forty-five (45) days of the date the allocation/Full Capacity Assurance Review (FCAR) is granted. Failure to pay the applicable fees within this period may result in revocation of the allocation.
  - 1. All utility allocations approved by the City shall be effective for a period of twenty-four (24) months. Projects possessing an allocation must start construction within the time shown on the project schedule prepared and submitted by the developer or customer.
  - 2. Upon request by the applicant and at the discretion of the City Manager, an allocation may be extended for a twelve (12) month period.
  - 4. At the final expiration date for an unused allocation the City shall rescind the allocation and retain sixty percent (60%) of the applicable fees paid to the City.
  - 5. Authority of the distribution of utility allocations in association with the City's utility services is held exclusively by the City of Lowell. Utility allocations shall not be redistributed to a third party.
  - 6. Relinquishment of allocated utilities shall be in accordance with Subsection II.E of this policy.
- F. An allocation holder may relinquish capacity back to the City subject to the following policies for reimbursement of fees paid:
  - 1. If a project is unsuccessful in obtaining any required City or County permit or approval or any State permit or approval, and the allocation holder relinquishes capacity back to the City within ninety (90) days of the date the allocation is granted, the full amount paid on applicable fees shall be reimbursed without penalty or other withholding by the City.
  - 2. If a project is successful in obtaining all required City, County and State approvals and agrees to relinquish the total capacity allocation

granted back to the City within ninety (90) days following receipt of final permit approval from the City, then the total amount of the applicable fees paid to the City shall be returned without penalty or other withholding by the City.

- 3. If a project is unsuccessful in obtaining any required City or County permit or approval or any State permit or approval and holds an allocation for ninety (90) or more days, but relinquishes back to the City the full amount of allocation within fewer than six (6) months beyond the scheduled date for start of construction, then twenty percent (20%) of the total applicable fees shall be retained by the City and the remaining amount shall be returned to the applicant.
- 4. If a project is successful in obtaining all required City, County and State approvals and holds an allocation for ninety (90) or more days following receipt of final permit approval from the City, but relinquishes back to the City the full amount of allocation within fewer than six (6) months beyond the scheduled date for start of construction, then twenty percent (20%) of the total applicable fees shall be retained by the City and the remaining amount shall be returned to the applicant.
- 5. If a project is or is not successful in obtaining all required City, County and State approvals and the allocation holder agrees to relinquish the total capacity allocation granted back to the City after six (6) months beyond the scheduled date for start of construction, but within twelve (12) months beyond the scheduled date for start of construction, then thirty percent (30%) of the total applicable fees shall be retained by the City and the remaining amount shall be returned to the applicant.
- 6. If a project is or is not successful in obtaining all required City, County and State approvals and the allocation holder agrees to relinquish the total capacity allocation granted back to the City after twelve (12) months beyond the scheduled date for start of construction, but within eighteen (18) months beyond the scheduled date for start of construction, then forty percent (40%) of the total applicable fees shall be retained by the City and the remaining amount shall be returned to the applicant.
- 7. If a project is or is not successful in obtaining all required City, County and State approvals and the allocation holder agrees to relinquish the total capacity allocation granted back to the City after eighteen (18) months beyond the scheduled date for start of construction, but within

twenty-four (24) months beyond the scheduled date for start of construction, then fifty percent (50%) of the total applicable fees shall be retained by the City and the remaining amount shall be returned to the applicant.

- 8. If a project is or is not successful in obtaining all required City, County and State approvals and has not demonstrated significant construction advancement in the proposed project within twenty-four (24) months beyond the scheduled date for start of construction, then the City shall rescind the allocation and retain sixty percent (60%) of the applicable fees paid to the City and the remaining amount shall be returned to the applicant.
- F. Granting of a utility allocation does not imply or confer approval of any other applications or reviews as may be required by City Ordinance or policy and does not imply or create any vested right per G.S 160D-108.
- G. If the City of Lowell approves an allocation for utility capacity for a project and a permit for such project is ultimately denied by the North Carolina Department of Environmental Quality, its successors or other responsible regulatory agency, then the City of Lowell shall bear no liability for any costs incurred by the applicant, nor bear further responsibility in the matter. In such cases, applicable utility access fees, if previously collected, shall be returned as provided in Section 1 Subsection II.E.

### III. Capacity Accounting

- A. Due to weather related factors, the regulatory environment, and the dynamic nature of both water resources and wastewater flow and treatment, accounting of available utility capacity is, by its very nature, inexact. The City of Lowell shall seek to track the amount of capacity that may be available for allocation; however, such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
  - 1. The City Public Works Engineer shall prepare and incorporate as part of the program established hereunder a schedule of utility capacity available and a list of allocations granted.
  - 2. The City Public Works Engineer shall make at least annual reports to the City Council regarding the status of utility capacities available and allocations granted.

### **Section 2 - Utility Extension Policy**

### I. General Principles

- A. The City of Lowell has allocated substantial capital for investment in the infrastructure necessary to support a growing, prosperous, and healthy community. Water supply and wastewater treatment capacity are among the most important elements of this infrastructure.
- B. Increasing the City's property tax base and/or revenue by the expansion and improvement of residential, commercial and industrial, and/or civic land uses and fostering a higher quality of life for its residents are the paramount factors by which utility allocation decisions are based.
- C. Consistent with the intent of this policy and other public statements and policies made by the City Council, the following hierarchy shall apply to the evaluation of utility extension requests:
  - 1. Location: The priority for utility extension will be given to applicants whose subject extension is to service an area that is within the corporate limits or otherwise incorporated into the City of Lowell.
  - 2. Industrial projects and other major employers.
  - 3. Commercial development projects with a mixed-use element.
  - 4. Non-profit or civic uses which contribute to or attract significant economic development to the City.

- 5. Additional phases attached to residential projects with a proven record of quality product and economic success.
- 6. Residential projects that include tangible, high quality community amenities.
- 7. Residential projects that include diverse products and opportunities.
- 8. Residential projects, not otherwise described above.
- D. The planning and extension of water and sewer systems of the City of Lowell shall be accomplished in accordance with the following general principles:
  - Extensions shall be made to promote the orderly growth of the community. The minimum distance for any extension of a water main or sanitary sewer main shall be determined by City Council. In general, the minimum distance for extensions shall be one platted block or, in the case of water mains, from main line valve to main line valve; and in the case of sanitary sewer extensions, from manhole to manhole.
  - 2. The size of water mains and sanitary sewer mains to be installed, and the other required system facilities shall be determined by the City Council in accordance with the recognized standards and accepted engineering practices and design, and in accordance with applicable system plans adopted by the City Council.
  - 3. The City shall be responsible for the maintenance, operation, control and ownership of all water and sewer facilities.
  - 4. Developers of subdivisions shall be responsible for the full cost of installing utilities within their own subdivisions, and for the full cost of any mains or outfalls required to connect said subdivisions to the water or sewer systems of the City existing at the time. This provision shall apply to all subdivisions whether within or outside of the corporate limits.

### II. Application for Extension and Approval of Extension Application

A. Any property owner or owners desiring water or sanitary sewer service shall apply in writing to the City Council requesting the extension of water or sanitary sewer service or both. No request for the extension of services shall be considered unless submitted in writing in accordance with this Chapter and applicable provisions of the City of Lowell Development Ordinance.

- B. The applicant shall be required to submit as part of the application, and prior to approval, such information, plans, specifications, or other data as may be required to adequately determine if the requirements of this Chapter and applicable provisions of the City of Lowell Development Ordinance are to be met.
- C. Prior to final approval by the City, the applicant shall furnish to the City all necessary information, reports, plans and specifications as well as appropriate fees payable to the City and documentation of all required permits from other units of government and their agencies.
- D. When application is made for a water or sewer extension or both to serve an area or development that is planned as part of a larger development project or subdivision, all of which is not to be developed at the time application is made, the owner or owners shall submit plans in sufficient detail in order to determine the size and type facilities which will be necessary to serve the entire development or subdivision when completed.
- E. No extension to the water or sanitary sewer system of the City shall be made, and no application approved, except in accordance with the requirements of this Section and the consistent with the adopted *City of Lowell Comprehensive Land Use Plan* or later version.

### III. Financing Extensions within the Corporate Limits

### A. Extensions to Existing Lots, Parcels or Developed Property.

1. When application is received requesting the extension of water or sanitary sewer service or both to serve property, within the corporate limits, which is developed or where streets have been previously dedicated and accepted by the City, and where the area is not part of a new subdivision, the City Public Works Engineer or other person designated by the City Council shall estimate the cost of the project and present the application for the extension, the estimated cost and other required information to the City Council for consideration. If the application is approved by the City Council, and subject to the availability of funds, the City will install or have installed by contract under its supervision, the extensions which have been approved, and the extensions shall be financed in accordance with this Section.

- 2. Upon receipt of a petition to extend a water and/or sewer main, the City Council has the following five options for response:
  - a. Install the extension at the City's expense.
  - b. Approve and allow the petitioner to install the extension at petitioner's expense.
  - c. Install the extension at the petitioner's expense.
  - d. Install and jointly finance the extension in cooperation with the petitioner.
  - e. Deny the request.
- 3. The criteria under which an option will be chosen are generally defined herein; however, the City Council may act according to any aforementioned option, which it feels is in the best interest of the City.
- 4. When the City determines that it is advisable to install larger size lines or facilities than are necessary to serve the benefited property, the difference in the cost of the larger size facilities over the cost of the facilities required to serve the benefited property the extensions shall be paid by the City and excluded from the total cost to be shared by the property owner(s) and the City as provided herein.
- B. Extension by the City Council's Initiative. Nothing in this Chapter shall prevent the City Council from extending water or sanitary sewer mains or both within the corporate limits on their own initiative without receipt of an application from property owners and to assess the cost of such extensions in accordance with Subsection III.A above, when, in the opinion of the City Council, the general public interest requires such extensions of service.

### IV. Financing Extensions to Subdivisions and Properties Outside of the Corporate Limits

The financing of extensions of water or sanitary sewer service or both to properties located outside of the corporate limits or to subdivisions for which the extension of service has not been approved as of the date of adoption of this Ordinance shall be performed in accordance with the provisions of this Article and other applicable City Ordinances including but not limited to the City of Lowell Development Ordinance.

A. All applications for water and sewer extensions to serve properties located outside of the corporate limits or to serve subdivisions, for which an application for extension has not been approved as of the date of this Ordinance, shall be made in the same manner and under the same requirements as provided for in Subsection III.A and Subsection III.B.

- B. If an application is approved by the City Council, the owner or owners shall be required to pay 100% of the total cost of all extensions. However, the City may participate to the extent agreed upon by the City Council in the cost of larger size mains that are in excess of the size mains required to serve the project. No reimbursement by the City shall be made upon annexation and all water and sewer lines connected to the City system and located outside of the corporate limits shall become the property of the City at the time those facilities are connected.
- C. All applicants requesting utility services shall, at the request of the City, file a petition for annexation to the City. Failure to file a petition for voluntary annexation or satellite annexation on notice from the City may result in immediate termination of water service upon finding by the City Council of a breach of the agreement for the provision of water service.

### V. Specifications; Ownership

Any water mains or sanitary sewer mains, lift stations, pumping stations, tanks, controls, telemetry, easements and/or other appurtenances extended under the provisions of this Chapter shall be installed and constructed in accordance with the approved plans, specifications and other requirements of the City. All facilities installed under the provisions of this Chapter, whether within or outside the corporate limits, shall become the sole property of the City and under its jurisdiction and control for any and all purposes whatsoever at the time those facilities are connected to the City system. The property owner or owners shall grant to the City such utility easement as the City may require. In addition, a deed to the City for water or sewer facilities installed which are located outside the corporate limits, the cost of which is borne by the applicant or property owners, shall be executed prior to the time any extensions provided for in this Chapter are connected to the City system.

ADOPTED on this the 5th day of August 2023

Sandy Railey, Mayor

Cheryl Ramsey, City Clerk

<sup>\*</sup>Original version adopted on August 10, 2021\*

<sup>\*</sup>Revision\* Adopted March 14, 2023

<sup>\*</sup>Revision\* Adopted August 15, 2023



### **City of Lowell**

### **Regular City Council Meeting**

### Consideration to adopt the City of Lowell 2024 Legislative Advocacy Agenda

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	Unfinished Business Item: 5C
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 5-10-2024

Re: Consideration of the 2024 City of Lowell Legislative Advocacy Agenda

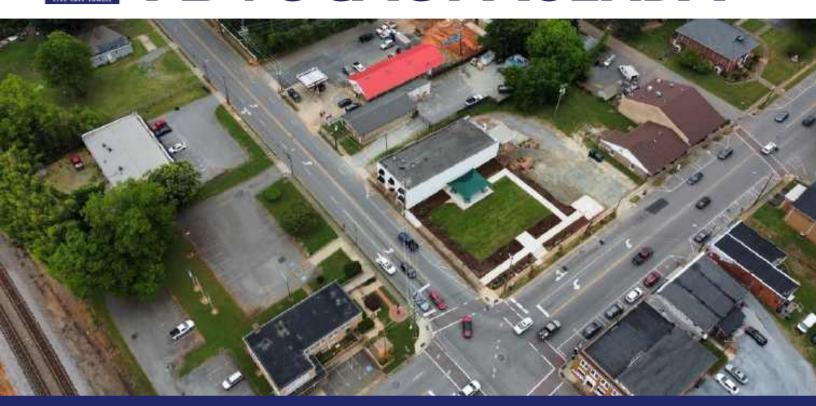
Attached is the Advocacy Agenda that was discussed during the last City Council Work Session on April 16, 2024 for your consideration.

### **Attachments**

2024 Advocacy Agenda Revised Final 5\_8\_24.pdf



# **ADVOCACY AGENDA**



# FEDERAL PRIORITY ISSUES

THE CITY OF LOWELL SEEKS FUNDING FOR MAJOR TRANSPORTATION PROJECTS, COMMUNITY DEVELOPMENT, AFFORDABLE HOUSING AND INFRASTRUCTURE INITIATIVES.

# COUNTY PRIORITY ISSUES

# STATE PRIORITY ISSUES

THE CITY OF LOWELL WILL
FOCUS EFFORTS ON
PROJECTS AND INITIATIVES
THAT SUPPORT THE CITY'S
FINANCIAL WELL-BEING,
ECONOMIC DEVELOPMENT,
LOCAL GOVERNANCE,
UTILITIES, TRANSPORTATION,
PARKS AND RECREATION,
COMMUNITY DEVELOPMENT
AND HOUSING, AND PUBLIC
SAFETY.

THE CITY OF LOWELL SUPPORTS PROJECTS AND INITIATIVES THAT PROVIDE OPPORTUNITIES TO PARTNER WITH GASTON COUNTY TO IMPROVE EMPLOYMENT, ECONOMIC DEVELOPMENT, TRANSPORTATION AND ADDRESS HOMELESSNESS.

# **LOWELL CITY COUNCIL**

### **CITY VISION**

LOWELL WILL BE A THRIVING, MULTI-GENERATIONAL COMMUNITY FOR ACTIVE LIVING.

### **CITY MISSION**

THE CITY OF LOWELL DELIVERS EXCELLENT PUBLIC SERVICES THROUGH TRANSPARENT LEADERSHIP AND COMMUNITY ENGAGEMENT.

### **COUNCIL VALUES**

WE BELIEVE IN BEING POSITIVE STEWARDS OF OUR COMMUNITY THROUGH OUR COMMITMENT TO:

INTEGRITY - INCLUSIVENESS - TRANSPARENCY - FAIRNESS - ACCOUNTABILITY - COMPASSION

### **GOALS**

- CONTINUOUSLY IMPROVE AND EXPAND WATER, SEWER, AND STORMWATER INFRASTRUCTURE
- CONTINUOUSLY IMPROVE AND EXPAND CITY STREETS AND SIDEWALKS
- DEVELOP AND UPDATE PUBLIC FACILITIES
- ENHANCE MULTI-GENERATIONAL PARKS AND RECREATION ACTIVITIES
- DEVELOP LAND USE MASTER PLANS FOR TARGETED AREAS.



### LOWELL CITY COUNCIL

LEFT TO RIGHT: MAYOR LARRY SIMONDS, MAYOR PRO-TEM SCOTT BATES, PHIL BONHAM, DEWAYNE CHITWOOD, SHANE ROBINSON, TRAVIS SMITH



### WWW.LOWELLNC.COM









# FEDERAL PRIORITY ISSUES

THE CITY OF LOWELL SEEKS FUNDING FOR MAJOR TRANSPORTATION PROJECTS, COMMUNITY DEVELOPMENT, AFFORDABLE HOUSING, AND INFRASTRUCTURE INITIATIVES.

- THE CITY SEEKS FUNDING FROM THE US DEPARTMENT OF TRANSPORTATION THROUGH VARIOUS ESTABLISHED GRANT PROGRAMS SUCH AS THE RAISE PROGRAM, RECONNECTING COMMUNITIES AND NEIGHBORHOODS (RCN) PROGRAM, INFRA PROGRAM, SAFE STREETS AND ROADS FOR ALL PROGRAM, RAIL CONNECTIVITY, SMART PROGRAM, AND ALL PROGRAMS THAT PROVIDE FUNDING TO IMPROVE LOCAL TRANSPORTATION CONDITIONS AND RAIL CONNECTIVITY.
- THE GEORGIA, NORTH CAROLINA, AND SOUTH CAROLINA DEPARTMENTS OF TRANSPORTATION ARE PREPARING A PLAN TO BUILD A HIGH-SPEED RAIL LINE FROM ATLANTA TO CHARLOTTE. THE CITY SUPPORTS ROUTE OPTIONS THAT INCLUDE STOPS IN GASTON COUNTY.
- THE CITY SUPPORTS WORKING WITH THE FEDERAL RAIL ADMINISTRATION TO FURTHER STUDY INTERCITY PASSENGER RAIL FROM KINGS MOUNTAIN TO CHARLOTTE AS PART OF THE CORRIDOR ID PROGRAM.
- THE CITY SUPPORTS MAINTAINING THE TAX-EXEMPT STATUS OF LOCAL GOVERNMENT BONDS. PROPOSALS TO MAKE GOVERNMENT BONDS TAXABLE WOULD MAKE LOCAL GOVERNMENTAL INFRASTRUCTURE PROJECTS COSTLIER TO LOCAL TAXPAYERS AND RATEPAYERS AND MAY MAKE THEM LESS ATTRACTIVE TO INVESTORS.
- THE CITY SUPPORTS CONTINUED FUNDING FOR INFRASTRUCTURE INITIATIVES IN THE AREAS OF TRANSPORTATION, BROWNFIELDS GRANTS, PUBLIC WATER AND SEWER SYSTEM REHABILITATIONS AND EXPANSIONS, TARGETED ECONOMIC DEVELOPMENT, PUBLIC SAFETY, COMMUNITY DEVELOPMENT BLOCK GRANTS, AND HOME PROGRAMS THAT ADDRESS AFFORDABLE HOUSING AND REDUCE HOMELESSNESS.



# STATE PRIORITY ISSUES

THE CITY OF LOWELL WILL FOCUS EFFORTS ON PROJECTS AND INITIATIVES THAT SUPPORT THE CITY'S FINANCIAL WELL-BEING, ECONOMIC DEVELOPMENT, LOCAL GOVERNANCE, UTILITIES, TRANSPORTATION, PARKS AND RECREATION, COMMUNITY DEVELOPMENT AND HOUSING, AND PUBLIC SAFETY.



### **FINANCIAL**

- THE CITY SUPPORTS THE POSITION THAT THE STATE SHOULD NOT CUT OR ELIMINATE STATE-SHARED REVENUES TO LOCAL GOVERNMENTS UNLESS OTHER SUITABLE REVENUES REPLACE THEM.
- THE CITY OPPOSES UNFUNDED MANDATES, WHICH ARE ESTABLISHED THROUGH LEGISLATION OR REGULATION AND REQUIRE ADDITIONAL LOCAL EXPENDITURES WITHOUT CORRESPONDING REVENUES.
- TAX REFORM OR REDISTRIBUTION OF REVENUES SHOULD NOT ADVERSELY AFFECT THE CITY'S REVENUES NECESSARY FOR LOCAL SERVICES.
- THE CITY SUPPORTS LEGISLATION TO PROVIDE MUNICIPALITIES WITH AUTHORITY FOR ADDITIONAL LOCALLY--CONTROLLED REVENUE OPTIONS AND FLEXIBILITY IN THE USE OF THOSE OPTIONS, INCLUDING – BUT NOT LIMITED TO – CITY-ONLY SALES TAX, CITY OCCUPANCY TAXES, A PREPARED FOOD AND BEVERAGE TAX, AND IMPACT FEE98FOR TRANSPORTATION, PARKS AND RECREATION, AND PUBLIC SAFETY.

### **ECONOMIC DEVELOPMENT**

- THE CITY SUPPORTS LEGISLATION THAT WILL PROVIDE FUNDING FOR STATE-LEVEL INCENTIVE PROGRAMS NECESSARY TO KEEP NORTH CAROLINA COMPETITIVE IN ITS EFFORTS TO BRING ADDITIONAL JOBS AND ECONOMIC DEVELOPMENT TO LOCAL COMMUNITIES WHEN COMPETING WITH PROJECTS IN OTHER STATES. THIS INCLUDES THE GOVERNOR'S ONENC FUND, GOLDEN LEAF FOUNDATION, JOB DEVELOPMENT INVESTMENT GRANTS (JDIG), AND OTHER PROGRAMS THAT SUPPORT MAJOR INDUSTRIAL SITE DEVELOPMENT AND DOWNTOWN DEVELOPMENT.
- THE CITY SUPPORTS LEGISLATION THAT PROVIDES ADDITIONAL TOOLS FOR THE REDEVELOPMENT OF DOWNTOWN PROPERTIES. FOR EXAMPLE, THE CITY BELIEVES CHAPTER 160D COULD BE AMENDED TO PROVIDE FOR MORE FLEXIBILITY IN THE NEGOTIATION OF ECONOMIC REDEVELOPMENT AGREEMENTS AND THE SALE OF CITY PROPERTIES WHEN ADDRESSING URBAN BLIGHT AND DOWNTOWN REVITALIZATION.
- THE CITY SUPPORTS STATE HISTORIC PRESERVATION TAX CREDITS AND ADVOCATES FOR THEIR CONTINUED EXISTENCE. THESE CREDITS ARE IMPORTANT ECONOMIC DEVELOPMENT TOOLS FOR LOWELL AND THE STATE OF NORTH CAROLINA.
- THE CITY SUPPORTS THE RE-ESTABLISHMENT OF THE NORTH CAROLINA MILLS TAX CREDIT OR A SIMILAR INCENTIVE THAT WILL STIMULATE THE MARKETPLACE TO RESTORE AND REUSE LARGE VACANT INDUSTRIAL, AGRICULTURAL, AND UTILITY BUILDINGS.
- SUPPORT THE STATE IN CONTINUING TO FUND A STRONG FILM INCENTIVE PROGRAM AND CONSIDER PUBLIC POLICY THAT POSITIVELY IMPACTS FILM JOBS IN OUR STATE.
- THE CITY SUPPORTS THE EFFORTS TO REVITALIZE THE P&N RAIL LINE FOR COMMUTER RAIL AND APPROPRIATE FREIGHT USE.
- THE CITY SUPPORTS THE REVITALIZATION OF VACANT AND ABANDONED PROPERTIES WITH FUNDING.
  - MANY TOWNS AND CITIES DO NOT HAVE FUNDING TO ADDRESS ABANDONED PROPERTIES.
  - THESE PROPERTIES AFFECT SURROUNDING HOME AND BUSINESS PROPERTY VALUES, ECONOMIC DEVELOPMENT OPPORTUNITIES AND CRIME RATES.
  - WITH FUNDING AND ADDITIONAL LEGAL TOOLS, SUCH AS THOSE ALLOWING FOR PROPERTIES TO BE MORE EASILY CONDEMNED, THESE PROPERTIES COULD SERVE TO ADDRESS LOCAL HOUSING NEEDS.

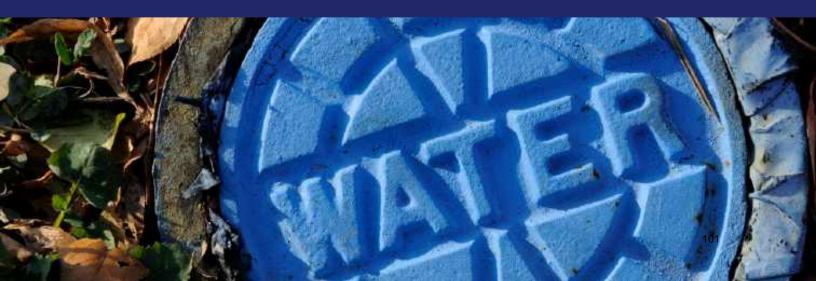


### **LOCAL GOVERNANCE**

- THE CITY SUPPORTS AMENDING STATE ANNEXATION LAWS TO ALLOW CITIES TO CLOSE DOUGHNUT HOLES AND RESTRICT ALL WATER AND SEWER EXPENDITURES TO AREAS ONLY WITHIN PUBLIC RIGHTS-OF-WAY AND EASEMENTS.
- THE CITY SUPPORTS A SYSTEM OF SPIRITUOUS LIQUOR SALES THAT MAINTAINS A LOCAL REFERENDUM ABOUT THE DECISION TO SELL, PRESERVES LOCAL CONTROL OVER THE LOCATION AND DENSITY OF OUTLETS, AND PRESERVES THE LOCAL REVENUE STREAM.
- THE CITY SEEKS AUTHORITY TO CRIMINALLY ENFORCE CITY REGULATIONS FOR THE TOWING AND BOOTING INDUSTRY (SUCH AS MANDATORY SIGNAGE, PROCEDURES TO TOW OR BOOT, BUSINESS HOURS' OPERATION, AND MANDATORY ACCEPTANCE OF CREDIT CARDS).
- THE CITY SUPPORTS STATE REGULATIONS THAT PREVENT ABUSIVE PRICE GOUGING AND EXTORTION IN THIS INDUSTRY.
- THE CITY SEEKS TO REDUCE PRESSURE ON PROPERTY TAXPAYERS BY EXPANDING LOCALLY-CONTROLLED OPTIONS FOR REVENUE GENERATION.
  - PROPERTY TAXES REMAIN THE PRIMARY REVENUE STREAM OVER WHICH MUNICIPAL GOVERNMENTS EXERCISE CONTROL.
  - A LACK OF DIVERSE LOCAL TAX OPTIONS CAN AFFECT ECONOMIC GROWTH AND CAUSE LARGE SWINGS IN REVENUE BASED ON ECONOMIC CHANGES.
- THE CITY SUPPORTS LEGISLATION CLARIFYING A CITY'S RIGHT TO ESTABLISH A TREE ORDINANCE AND OPPOSES LEGISLATION IMPAIRING THE RIGHT OF A CITY TO PROTECT ITS TREE CANOPY.
- THE CITY SUPPORTS AMENDMENTS TO THE NORTH CAROLINA OPEN MEETINGS LAW THAT WILL CLARIFY WHEN AND HOW ELECTED OFFICIALS CAN PARTICIPATE REMOTELY IN CITY COUNCIL MEETINGS EVEN WHEN THE CITY IS NOT OPERATING UNDER A GOVERNOR'S EXECUTIVE ORDER OR A LOCAL STATE OF EMERGENCY. THESE AMENDMENTS SHOULD INCLUDE THE SITUATION WHEN A MAJORITY OF THE COUNCIL CAN MEET IN PERSON. HOWEVER, ONE OR MORE COUNCIL MEMBERS CANNOT BE PHYSICALLY PRESENT BUT STILL WISH TO PARTICIPATE VIA TELEPHONE OR VIDEO CONFERENCE IN VOTING ON SOME ISSUES. THE CITY ACKNOWLEDGES THAT VOTES ON SPECIFIC ZONING AND QUASI-JUDICIAL MATTERS MAY NOT BE APPROPRIATE FOR SUCH AMENDMENTS.

### **UTILITIES**

- THE CITY SUPPORTS THE COOPERATIVE INTERCONNECTION OF WATER AND WASTEWATER UTILITIES THROUGH PARTNERSHIPS AND CONTRACTUAL NEGOTIATION AND ENCOURAGES THE GENERAL ASSEMBLY TO ENACT LEGISLATION THAT PROVIDES FISCAL AND REGULATORY INCENTIVES IN SUPPORT OF SUCH INITIATIVES. CONVERSELY, THE CITY STRONGLY OPPOSES STATE LEGISLATION THAT WOULD COMPEL THE TRANSFER OR SALE OF UTILITY SYSTEMS OR THAT CURTAILS THE ABILITY OF MUNICIPALITIES TO SECURE NO-INTEREST LOANS AND GRANT FUNDING OPPORTUNITIES FOR REGIONAL WATER AND SEWER INTERCONNECTIONS.
- THE CITY SUPPORTS FULL FUNDING FOR THE STATE REVOLVING LOAN FUND (SRLF) OF THE NCDEQ.
- THE CITY SUPPORTS FULL FUNDING OF THE NC LAND AND WATER FUND (FORMERLY THE NC CLEAN WATER MANAGEMENT TRUST FUND) FOR STORMWATER AND WATER QUALITY PROJECTS.
- THE CITY SUPPORTS LOCAL GOVERNMENT AUTHORITY TO BUILD BROADBAND INFRASTRUCTURE, PARTNER WITH PRIVATE PROVIDERS, AND PROVIDE ADDITIONAL FUNDING TO HELP CLOSE THE DIGITAL DIVIDE.
- THE CITY SEEKS ADDITIONAL STATE FUNDING FOR UTILITIES AND INFRASTRUCTURE THROUGH THE AMERICAN RESCUE PLAN ACT.
- THE CITY SUPPORTS SCIENCE-BASED PFAS DRINKING WATER AND WASTEWATER REGULATIONS AND THE FUNDING OF TREATMENT UPGRADES TO REMOVE PFAS FROM DRINKING WATER AND WASTEWATER.
- THE CITY SEEKS TO CONTINUE ACCURATELY IDENTIFYING LEAD WATER SERVICE LINES AND THE FUNDING FOR LEAD SERVICE LINE REPLACEMENT.
- THE CITY SEEKS ADDITIONAL STATE AND FEDERAL FUNDING TO PROTECT WATER QUALITY, ADVANCE ITS STORMWATER PROGRAM, AND REPAIR AND IMPROVE ITS STORMWATER INFRASTRUCTURE.



### **TRANSPORTATION**

- THE CITY SUPPORTS THE CATAWBA CROSSINGS TRANSPORTATION PROJECT. IMPROVING CONNECTIVITY FROM LOWELL TO CHARLOTTE-DOUGLAS INTERNATIONAL AIRPORT AND ITS INTERMODAL FACILITY IS A KEY TRANSPORTATION AND ECONOMIC DEVELOPMENT PRIORITY. BRIDGE CROSSINGS OF THE CATAWBA AND SOUTH FORK RIVERS ARE A HIGH-PRIORITY TRANSPORTATION GOAL IN OUR REGION.
- THE CITY STRONGLY SUPPORTS THE EXTENSION OF LIGHT RAIL, INTERCITY PASSENGER RAIL, AND RAPID TRANSIT FROM CHARLOTTE THROUGH LOWELL AND BEYOND, INCLUDING DAILY PASSENGER RAIL SERVICE THAT WILL EXTEND FROM CHARLOTTE TO GASTON COUNTY. THIS INCLUDES THE FULL UTILIZATION OF THE P&N RAIL LINE.
- THE CITY SUPPORTS LEGISLATION THAT WOULD ALLOW (FOR ALL NON-FEDERALLY FUNDED INTERSTATE HIGHWAY PROJECTS) FOR THE REIMBURSEMENT OF UTILITY RELOCATION PROJECTS TO BE PHASED IN OVER FIVE YEARS. NCDOT SHOULD ALLOW MUNICIPAL UTILITIES WITH ADEQUATE, FUNCTIONING, AND EXISTING UNDERGROUND LINES WITHIN STATE ROAD RIGHTS-OF-WAYS TO REMAIN IN PLACE FOR NCDOT ROAD-WIDENING PROJECTS.
- THE CITY SUPPORTS THE NCDOT-FUNDED PROJECT TO WIDEN INTERSTATE 85 AND PARTNERING WITH NCDOT TO ENSURE THAT THE CITY HAS INPUT IN THE PLANNING AND CONSTRUCTION OF IMPROVEMENTS, INCLUDING AESTHETICS.
- THE CITY SEEKS LEGISLATION TO ENSURE THAT THE AMOUNT OF POWELL BILL FUNDS OR A FUTURE-LIKE MODEL FUNDING SOURCE APPROPRIATED BY THE STATE ARE SUSTAINED AND DISTRIBUTIONS TO MUNICIPALITIES ARE INCREASED AND GROW OVER TIME.
- THE CITY SUPPORTS INCREASED STATE FUNDING FOR PUBLIC TRANSIT AND TRANSPORTATION DEVELOPMENT AND OPERATIONS.



### **PARKS & RECREATION**

- THE CITY SUPPORTS THE CONTINUED FUNDING OF THE PARKS AND RECREATION TRUST FUND GRANT PROGRAM (PARTF GRANTS).
- THE CITY SUPPORTS THE CONTINUATION OF ALLOCATIONS FOR THE RECREATIONAL TRAILS GRANT PROGRAM (RTP GRANT).
- THE CITY SUPPORTS THE CONTINUED FUNDING OF THE LAND AND WATER TRUST FUND GRANT PROGRAM (LWCF GRANTS).
- THE CITY SUPPORTS THE CAROLINA THREAD TRAIL AND THE CATAWBA LAND CONSERVANCY IN THEIR EFFORTS TO CONSTRUCT TRAILS CONNECTING SPENCER MOUNTAIN THROUGH LOWELL TO THE DANIEL STOWE BOTANICAL GARDEN.



### **COMMUNITY DEVELOPMENT & HOUSING**

- THE CITY SEEKS LEGISLATION THAT PROVIDES ADDITIONAL TOOLS AND FINANCIAL RESOURCES TO ADDRESS SAFE AND AFFORDABLE HOUSING.
- THE CITY SEEKS FINANCIAL RESOURCES FOR PROGRAMS AND PARTNERSHIPS THAT ADDRESS HOMELESSNESS.
- THE CITY SUPPORTS THE ADOPTION OF THE UNIFORM PARTITION OF HEIRS PROPERTY ACT, WHICH HAS THE POTENTIAL TO PUT MORE VACANT PROPERTY BACK INTO USE AND TO DO SO BY TREATING PROPERTY OWNERS FAIRER WITH FEWER COURT-ORDERED FORCED SALES AND WITH A STREAMLINED PROCESS TO SORT OUT OWNERSHIP INTERESTS. THESE VACANT PROPERTY SITUATIONS ARE PARTICULARLY APT TO ARISE IN PROPERTIES HANDED DOWN FROM ONE GENERATION TO ANOTHER WITHOUT A FORMAL WILL LEFT BY THE ORIGINAL OWNER.

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### **PUBLIC SAFETY**

- THE CITY SEEKS PUBLIC SAFETY GRANT FUNDING AND THE EXPANSION OF ALLOWABLE USES.
  - IMPROVING POLICING WILL REQUIRE ADDITIONAL PUBLIC SAFETY GRANT FUNDING AND MORE FLEXIBILITY IN ITS USES.
  - MORE EFFECTIVE AND EQUITABLE POLICING CAN BE ACHIEVED BY ADDITIONAL FUNDING OF COMMUNITY POLICING PROGRAMS, AS WELL AS THE ALLOCATION OF MORE FUNDS TOWARD ALTERNATIVE PROGRAMS THAT SEEK TO ADDRESS MENTAL HEALTH CALLS AND OTHER ISSUES THROUGH NON- UNIFORMED PERSONNEL.
- THE CITY SEEKS ADDITIONAL FUNDING FOR THE CONTINUED IMPROVEMENT OF THE CHARLOTTE AREA URBAN AREA SECURITY INITIATIVE (UASI) COMMUNICATIONS SYSTEM IN PARTNERSHIP WITH REGIONAL AND FEDERAL PARTNERS.
- THE CITY SUPPORTS LEGISLATION PROVIDING ADDITIONAL POST-EMPLOYMENT BENEFITS
  TO PUBLIC EMPLOYEES THAT INCLUDES A FUNDING MECHANISM TO FULLY SUPPORT THE
  COST AND LIABILITY OF THE BENEFIT, AND SUPPORTS THE STUDY OF EXISTING POSTEMPLOYMENT BENEFITS, SUCH AS SPECIAL SEPARATION ALLOWANCE PROGRAMS TO
  ENSURE THAT THE LIABILITY OF PROVIDING THE BENEFIT IS NOT SOLELY BORNE BY THE
  LAST EMPLOYER.
- THE CITY SEEKS IMPROVED STATEWIDE FUNDING AND SUPPORT FOR LEO TRAINING FOCUSED ON THE USE OF FORCE, MENTAL HEALTH, AND DE-ESCALATION SKILLS.
  - HIGHLY PUBLICIZED INCIDENTS OF POLICE USE OF FORCE IN RECENT YEARS HAVE UNDERSCORED THE NEED FOR ENHANCED AND EXPANDED LAW ENFORCEMENT TRAINING.
  - IMPROVED TRAINING IS NEEDED TO BUILD TRUST AND LEGITIMACY IN THE COMMUNITY WHILE SERVING THE PUBLIC IN A PROFESSIONAL AND EQUITABLE MANNER.
  - NUMEROUS STUDIES SHOW THAT ADDITIONAL AND EFFECTIVE TRAINING FOCUSED ON CONFLICT DE-ESCALATION CAN SIGNIFICANTLY REDUCE POLICE USE OF FORCE.
- THE CITY SUPPORTS INCREASED RESOURCES FOR THE NC DEPARTMENT OF JUSTICE CRIMINAL JUSTICE STANDARDS DIVISION TO EXPEDITE THE ONBOARDING OF POLICE RECRUITS.



# **COUNTY PRIORITY ISSUES**

THE CITY OF LOWELL SUPPORTS PROJECTS AND INITIATIVES THAT PROVIDE OPPORTUNITIES TO PARTNER WITH GASTON COUNTY TO IMPROVE EMPLOYMENT, ECONOMIC DEVELOPMENT, TRANSPORTATION, AND ADDRESS HOMELESSNESS.

- THE CITY SEEKS TO PARTNER WITH GASTON COUNTY AND AREA NON-PROFITS TO REDUCE HOMELESSNESS.
- THE CITY SEEKS TO PARTNER WITH GASTON COUNTY ON THE ACQUISITION AND DEVELOPMENT OF ADDITIONAL PROPERTY FOR INDUSTRIAL USE AND JOB CREATION.
- THE CITY SEEKS TO PARTNER WITH GASTON COUNTY ON MUTUALLY BENEFICIAL STUDIES THAT INCLUDE ECONOMIC DEVELOPMENT, TRANSPORTATION ISSUES, AND OTHER ITEMS OF INTEREST.
- THE CITY SEEKS TO CONTINUE TO PARTNER WITH GASTON COUNTY TO FUND AND CONSTRUCT STRATEGIC UTILITY EXTENSIONS.
- THE CITY SUPPORTS A COUNTYWIDE INITIATIVE TO PROVIDE NECESSARY FUNDING FOR TRANSPORTATION IMPROVEMENTS THAT INCLUDES FUNDING FOR MASS TRANSIT.
- THE CITY SEEKS TO PARTNER WITH GASTON COUNTY ON DOWNTOWN BEAUTIFICATION EFFORTS, SPECIFICALLY IN PUBLICLY OWNED SPACES AND PUBLIC ARTWORK.
- THE CITY SEEKS TO PARTNER WITH GASTON COUNTY TO INCREASE TRAVEL AND TOURISM THROUGH CAPITAL PROJECTS AND STRATEGIC MARKETING.
- THE CITY SEEKS TO CONTINUE CONTINUE INVESTING IN THE CATAWBA THREAD TRAIL WITH THE CONNECTION TO SPENCER MOUNTAIN.





### City of Lowell

### **Regular City Council Meeting**

### Presentation of the Proposed Fiscal Year 2024-2025 Budget

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6A
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 4-29-24

Re: Presentation of the Proposed FY 2024-2025 Budget

The City Manager will present the Proposed FY 2024-2025 Budget.



### **City of Lowell**

### **Regular City Council Meeting**

### Set Public Hearing for Adoption of the Fiscal Year 2024-2025 Budget Ordinance

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6B
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 4-29-2024

Re: Set Public Hearing for Adoption of the FY 24-25 Budget Ordinance

Please set a public hearing for June 11, 2024 at 6:00 p.m. for the adoption of the FY24-25 Budget Ordinance.





### **Regular City Council Meeting**

## Set Public Hearing to Closeout the FY17 Community Development Block Grant (CDBG) Neighborhood Revitalization Program

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6C
Reference File	Presented By

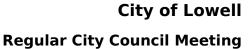
To: Scott Attaway

From: Cheryl Ramsey

Date: 04/29/24

Re: Public Hearing for the CDBG Closeout

A public hearing is needed to review and assess the performance of the City's FY17 Community Development Block Grant (CDBG) Neighborhood Revitalization Program. This will allow citizens to make their views known prior to the submission of closeout information to the NC Dept. of Commerce. The Public Hearing should be set for June 11, 2024 at 6pm.





## Consideration of Interlocal Agreement with Town of McAdenville to Provide Water Service to Lowell Elementary

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6D
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 5-9-2024

Re: Interlocal Agreement with McAdenville to Provide Water Service to Lowell Elementary

The attached interlocal agreement authorizes Lowell to provide water service to Lowell Elementary, within McAdenville's corporate limits.

#### **Attachments**

Interlocal Water Agreement Lowell Elementary Waterline\_5\_9\_24.pdf

## STATE OF NORTH CAROLINA COUNTY OF GASTON

## INTERLOCAL AGREEMENT FOR THE PROVISION OF WATER SERVICE TO LOWELL ELEMENTARY SCHOOL

THIS AGREEMENT shall be effective this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024 and is hereby made by and between the City of Lowell, a North Carolina municipal corporation, hereinafter referred to as "Lowell" or the "City" and the Town of McAdenville, also a North Carolina municipal corporation, hereinafter referred to as "McAdenville" or the "Town." The Agreement provides as follows:

#### WITNESSETH:

WHEREAS, Lowell Elementary School is situated on a parcel of real property containing 22.36 acres, more or less, with a listed address of 1500 Power Drive, Lowell, North Carolina 28098, and a Gaston County Parcel ID number of 216023 (hereinafter the "Property"), which Property is situated within the municipal limits of the Town of McAdenville; and

WHEREAS, as a result of age, materials of construction, and related circumstances and conditions, the waterline serving Lowell Elementary School is and has been corroding, potentially causing water quality and water pressure to be compromised; and

WHEREAS, the Property and Lowell Elementary School are owned and/or operated by the Gaston County Board of Education; and

WHEREAS, Gaston County, as agent or on behalf of the Gaston County Board of Education, has been awarded Coronavirus State and Local Fiscal Recovery Fund Grant, as established in S.L. 2021-180 as part of the American Rescue Plan Act to provide funding for extension of a new waterline to serve Lowell Elementary School, and further desires to design and install a new waterline of approximately 420 LF of an 8-inch diameter line and related appurtenances to serve Lowell Elementary School. The County intends to run said new infrastructure along Saxony Drive, from the City or Lowell's water main between Riverview Dr. and Beaunitt Rd. to Lowell Elementary School; and

WHEREAS, the City of Lowell through its Utilities Department has available water system capacity to support Lowell Elementary School's critical water need; and

WHEREAS, Lowell and Gaston County have entered into a separate Interlocal Agreement relating to the costs of construction, dedication of the new waterline and related infrastructure, provision of water services, and the utility billing arrangements for such services provided to the Property and/or Lowell Elementary School; and

WHEREAS, the provision or water or other governmental services by a municipality to a property or customer within the jurisdictional limits or another municipality requires the consent or agreement of the municipality where the property or customer is situated; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and towns are authorized to enter into interlocal cooperation undertakings with each other for the contractual exercise by one unit of local government for the other unit of local government of any power, function, public enterprise, right, privilege, or immunity of such local governments.

NOW, THEREFORE in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and conditions hereinafter set forth, the parties hereto agree for themselves, their successors and assigns, as follows:

- 1. **Purpose:** The purpose of this Agreement is to set forth the terms and conditions under which Lowell will supply water to Lowell Elementary School, and to further provide for termination of services and/or for the ownership and disposition of the waterline in the event the property at 1500 Power Drive is no longer used for public educational purposes.
- 2. **Term:** The Term of this Agreement shall begin on the date it is entered into and continue indefinitely, unless or until the property at 1500 Power Drive is no longer used for public educational purposes, as provided further herein.
- 3. **Agreement with respect to water services:** Upon completion of the new waterline by Gaston County or its designated contractor, the parties agree that water services to Lowell Elementary shall be provided by the City of Lowell. The City shall have the right and the obligation to provide regular utility billing for the provision of such water services, and any and all payments for such water services shall be made to and retained by the City of Lowell, subject to any conditions provided for in the Interlocal Agreement with Gaston County.
- 4. **Operation and Maintenance:** Upon completion of construction and installation of the waterline, Lowell shall be solely responsible to operate, repair and maintain the line.
- 5. **Fees and costs:** The City of Lowell shall not be charged or assessed any fees or charges by the Town for the provision of water services to Lowell Elementary, or for maintaining or locating the waterline in the location constructed and installed, including but not limited to tap fees, system development fees, or other fees or charges. Similarly, the Town of McAdenville shall not be charged or assessed any fees or charges by the City for the provision of water services to Lowell Elementary.
- 6. **Indemnification**. To the fullest extent allowed by law, and so long as this Agreement remains in effect. Lowell shall indemnify and hold McAdenville harmless of and from any claims relating to or arising out of the provision of water to Lowell Elementary and for the costs of operating, maintaining, and repairing the waterline.

- 7. **Land Ownership:** This Agreement shall have no effect on the ownership of 1500 Power Drive, Lowell, North Carolina 28098, and a Gaston County Parcel ID number of 216023.
- 8. **Other governmental services:** Except for and other than the provision of water services as provided for by this Agreement, the Town of McAdenville shall retain jurisdiction and governmental authority over the property known as 1500 Power Drive, Lowell, North Carolina 28098, Gaston Cunty Parcel ID 216023.
- 9. **Termination due to change in use:** In the event that the property known as 1500 Power Drive, Lowell, North Carolina 28098, Gaston County Parcel ID 216023 is no longer owned by the Gaston County Board of Education or is no longer used for public educational purposes, then the parties agree that Town of McAdenville may, at its sole election and discretion, terminate this Interlocal Agreement and thereafter supply and provide water to the Property. In the event the Town of McAdenville elects to terminate this Agreement as allowed by this paragraph, the City of Lowell shall shut off and cap the waterline. The City shall retain all ownership interests in the waterline and all easement rights allowing the line to remain as constructed and installed in its then-existing location. It is agreed that Lowell shall not be charged or assessed any fees or charges for maintaining the line in its then existing location and condition.
- 10. **No Joint Agency Established:** No joint agency is to be established as a result of the execution of this Interlocal Agreement, and each party shall manage its own personnel, respectively, as necessary for the execution of this undertaking.
- 11. **Duplicate Originals:** This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
- 12. **Invalid Terms**: Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, Lowell and McAdenville shall attempt in good faith to negotiate and agree upon a replacement provision.
- 13. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
- 14. **Notices:** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such notice

to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO THE CITY OF LOWELL: TO THE TOWN OF McADENVILLE

NAME: Scott Attaway NAME: Lesley Dellinger

ADDRESS: 101 W. First St. ADDRESS: 163 Main Street

Lowell, NC 28098 McAdenville, NC 28101

- 15. **Entire Agreement; Amendment:** This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This Agreement may not be amended, enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon.
- 16. **Amendment or Termination:** This Agreement may be amended or terminated only by an instrument in writing executed by all parties hereto.
- 17. **Remedies in the Event of Default:** In the event of Default by a party to this Agreement, the other party may exercise all legal and equitable remedies to which it is entitled.
- 18. **Waiver:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 19. **Binding Nature and Assignment:** This Agreement shall bind the parties and their successors and permitted assigns. McAdenville may assign this Agreement to any successor owner or operator of its water and/or sewer system. Any other assignment attempted without the written consent of the other party shall be void.
- 20. **Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.

- 21. **Dispute Resolution:** In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of repose or limitations.
- 22. **Titles of Sections:** The section headings inserted herein are for convenience only and are not intended to be used as an aid to interpretation and are not binding on the parties.
- 23. **No Doctrine of Construction Against the Drafter:** All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted and reviewed by Counsel for all parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been duly executed as of the date set forth in the Preamble hereto.

THE CITY OF LOWELL:	THE TOWN OF McADENVILLE:		
Ву:	By:		
City Manager	Jim Robinette Mayor		
Date:	Date:		
ATTEST:	ATTEST:		
City Clerk	Chris Whelchel Town Attorney		



#### **ORDINANCE NO. 2-2024**

#### TO ALLOW FOR A VOLUNTEER AUXILIARY POLICE DEPARTMENT

WHEREAS, PURSUANT TO North Carolina General Statutes 160A-282 (a) and (b), a City may by ordinance provide for the organization of an auxiliary police department made up of volunteer members: and by enactment of an ordinance, may provide that while undergoing official training and while performing duties on behalf of the city pursuant to orders or instructions of the Chief of Police of the City of Lowell, auxiliary law-enforcement personnel shall be entitled to benefits under the North Carolina Workers-Compensation Act and to any fringe benefits for which such volunteer personnel qualify.

WHERAS, There is hereby established within the City of Lowell police department, as a division thereof, an auxiliary police division. The auxiliary police division shall be a volunteer organization, whose members shall serve without compensation, composed of as many members as may from time to time be determined by the Chief of Police and approved by the City Manager.

PASSED AND APPROVED this	day of	, 2024.	
ATTEST:			
			-
Cheryl Ramsey, City Clerk	La	rry Simonds, Mayor	



## **City of Lowell**

## **Regular City Council Meeting**

#### Resolution to Discontinue Collection of Motor Vehicle Tag Tax beginning FY 2024-2025

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6F
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 4-30-2024

Re: Resolution to Discontinue the Collection of a Motor Vehicle Tag Tax

As per Council's request, we have completed a resolution to discontinue the collection of a motor vehicle tag tax beginning in FY 2024-2025. Once adopted, we will forward to Gaston County.

#### **Attachments**

RS 07-2024 To Discontinue the Collection of a Motor Vehicle Tag Tax.pdf

### RESOLUTION TO DISCONTINUE THE COLLECTION OF A MOTOR VEHICLE TAG TAX PURSUANT TO NORTH CAROLINA GENERAL STATUES 160A-213

#### **RESOLUTION 07-2024**

WHEREAS, North Carolina General Statues 160A-213 and 20-97 authorizes municipalities to assess an annual tag tax of up to \$30.00 upon each registered motor vehicle resident within their corporate limits; and,

WHEREAS, the City of Lowell Council currently assesses a \$10 tag tax fee; and,

WHEREAS, the City of Lowell Council desires to cease the collection of this tag tax fee; and,

**WHEREAS**, the City of Lowell has entered into an agreement with Gaston County whereby Gaston County collects all taxes assessed by the City of Lowell; and,

**WHEREAS**, it is necessary for the City Council to adopt a resolution to remove said tax and direct the Gaston County Tax Administrator to stop the collection of said tax;

**NOW, THEREFORE, IT BE RESOLVED,** that the City of Lowell Council does hereby authorize the Mayor to sign this resolution for the purpose of formally removing an annual tag tax of \$10.00 upon all motor vehicles residing within the Municipal Boundaries of the City of Lowell pursuant to North Carolina General Statues 160A—213 and 20-97, effective the 2024-2025 budget year beginning July 1, 2024;

**BE IT FURTHER RESOLVED** that the Finance Director is hereby directed to forward a copy of this resolution to the Gaston County Tax Administrator with directions to cease the collection of the tax on behalf of the City of Lowell.

Adopted this day of May, 2	024,
Mayor Larry Simonds	ATTEST: Cheryl Ramsey, City Clerk



### **City of Lowell**

### **Regular City Council Meeting**

#### **Amended Grant Project Ordinance**

Meeting	Agenda Group
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6G
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 5-7-2024

Re: Amended Grant Project Ordinance - Lowell WWTP Planning Grant (SRP-W-ARP-0301)

Please see the attached Amended Grant Project Ordinance for the Lowell WWTP Planning Grant. Also attached is the signed contract with Withers Ravenel, current Grant Project Ordinance, and the minutes of the previously approved Grant Project Ordinance.

#### **Attachments**

GRANT PROJECT ORDINANCE DATED 12-04-2023.pdf

AMENDED GRANT PROJECT ORDINANCE - LOWELL WWTP PLANNING (SRP-W-ARP-0301).pdf

December 4, 2023 Special City Council Meeting Minutes.pdf

WRE Task Order Lowell WWTP Decommissioning and PS (004) Signed.pdf

October 10, 2023 Meeting Minutes.pdf

# CITY OF LOWELL WASTEWATER PRE-CONSTRUCTION PLANNING GRANT AMERICAN RESCUE PLAN ACT GRANT PROJECT # SRP-W-ARP-0301

#### GRANT PROJECT ORDINANCE

Be it **ORDAINED** by the City Council of the City of Lowell, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted.

**Section 1:** The Project authorized is the Wastewater Pre-Construction Planning project (grant project number SRP-W-ARP-0301) to be to be financed by the federal American Rescue Plan Act (ARPA) grant funds awarded to the City of Lowell by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI).

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the board resolution, grant documents, the rules and regulations of the Division of Water Infrastructure (DWI), and the budget contained herein.

Section 3: The following amounts are appropriated for the project revenues:

Total

ARPA Grant Proceeds	\$ 400,000
Total	\$ 400,000
Section 4: The following amounts are appropriated for the project expenses:	
Engineering and Administration Services	\$ 400,000

Section 5: The finance officer is hereby directed to maintain within the Wastewater Pre-Construction Grant Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

**Section 6:** Funds may be advanced from the Water & Sewer Fund for the purpose of making payments as due. Reimbursement requests should be made to the State grantor agency in an orderly and timely manner. Compliance with all federal and state procurement regulations is required.

Section 7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant revenues received or claimed.

**Section 8:** The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

400,000

**Section 9:** Copies of this grant project ordinance shall be furnished to the Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

Adopted this the \_\_\_\_\_ day of December, 2023 at **City of Lowell**, North Carolina.

Sandy Railey, Mayor

ATTEST:

# CITY OF LOWELL WASTEWATER PRE-CONSTRUCTION PLANNING GRANT AMERICAN RESCUE PLAN ACT GRANT PROJECT#SRP-W-ARP-0301

#### AMENDED GRANT PROJECT ORDINANCE

Be it **ORDAINED** by the City Council of the City of Lowell, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted.

**Section 1**: The Project authorized is the Wastewater Pre-Construction Planning project (grant project number SRP-W-ARP-0301) to be to be financed by the federal American Rescue Plan Act (ARPA) grant funds awarded to the City of Lowell by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI).

**Section 2**: The officers of this unit are hereby directed to proceed with the grant project within the terms of the board resolution, grant documents, the rules and regulations of the Division of Water Infrastructure (DWI), and the budget contained herein.

**Section 3**: The following amounts are appropriated for the project revenues:

ARPA Grant Proceeds Local Funds	 400,000 188,000
Total	\$ 588,000

**Section 4**: The following amounts are appropriated for the project expenses:

Engineering and Administration Services	\$ 588,000
Total	\$ 588,000

**Section 5**: The finance officer is hereby directed to maintain within the Wastewater Pre-Construction Grant Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

**Section 6**: Funds may be advanced from the Water & Sewer Fund for the purpose of making payments as due. Reimbursement requests should be made to the State grantor agency in an orderly and timely manner. Compliance with all federal and state procurement regulations is required.

**Section 7**: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant revenues received or claimed.

**Section 8**: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of the Finance Officer for direction		rdinance shall be furnished to the Clerk, the Budget Officer, and the out this project.
Adopted this the	_ day of	, 2024 at the <b>City of Lowell</b> , North Carolina.
<del></del>		
		Larry Simonds, Mayor
ATTEST:		
Cheryl Ramsey, City C		

#### **MINUTES**

Lowell City Council
Special Meeting
Monday, December 4, 2023, 4:00 P.M.

#### I. A. CALL TO ORDER – Mayor Sandy Railey

Mayor Pro Temp Smith called the meeting to order at 4:00 p.m. Those attending in-person were Councilmembers Phil Bonham, Candy Funderburk, Thomas Gillespie, and JoAnna Fulbright. City staff present were City Manager Scott Attaway, Police Chief Carl Moore, Police Asst. Chief Jeff Harrison, Public Works Director Thomas Shrewsbury, and City Clerk Cheryl Ramsey. A quorum was determined at the beginning of the meeting. Members of the public were also present. The meeting was not recorded.

City Attorney John Russell joined the meeting at 4:08. Mayor Railey joined the meeting at 4:09.

Truly of Tearley Joined the Incoming on 11051

- **B.** Consideration of Water/Sewer Fee Study and CIP update proposal Mr. Attaway presented and stated the total is \$37,000 for the engineering for the water and sewer rates study, the CIP update and the fund analysis. He stated that this is already budgeted in the current fiscal year budget. Councilmember Bonham made a motion to approve the updated fee study, seconded by Councilmember Funderburk. It was unanimously voted in favor.
- C. City of Lowell and Gaston County Carolina Thread Trail Interlocal Agreement- Mr. Attaway explained the specifics, also noted within the packet. Councilmember Funderburk asked how much was received. Mr. Attaway said \$127,080. Councilmember Gillespie made a motion to approve, seconded by Councilmember Bonham. The vote was unanimously voted in favor.
- D. Consideration of Resolution 15-2023 of Intent to Accept PART-F Grant for Harold Rankin Park Improvements- Mr. Attaway stated this grant is in the amount of \$500,000. Councilmember Funderburk made a motion to approve the funding, seconded by Councilmember Fulbright. The vote was unanimously voted in favor.
- E. Consideration of Resolution 16-2023 of Intent to Accept LWCF Grant for Harold Rankin Park Improvements—Mr. Attaway stated that this grant is in the amount of \$500,000. Councilmember Funderburk made a motion to approve the funding, seconded by Councilmember Fulbright. The vote was unanimously voted in favor.

#### F. Consideration of Project Grant Ordinances and Relevant Budget Amendments

- 1. Water AIA Grant Mr. Attaway stated this is for a \$150,000 grant and subsequent Budget Amendment #10. Councilmember Bonham made a motion to approve the funding, seconded by Councilmember Fulbright. The vote was unanimously voted in favor.
- 2. DWI Preconstruction Planning Grant Mr. Attaway stated this is a \$400,000 grant financed by ARPA. Councilmember Bonham made a motion to approve the grant project number SRP-W-ARP-0301, seconded by Mayor Pro Temp Smith. The vote was unanimously voted in favor.

- 3. PART-F Grant Mr. Attaway stated this is the \$500,000 grant for Harold Rankin Park. Councilmember Bonham made a motion to accept, seconded by Councilmember Funderburk. The vote was unanimously voted in favor.
- 4. LWCF Grant this was not included in the agenda packet in error and will be added to the December 12, 2023, City Council Agenda packet.
- 5. Carolina Thread Trail Construction Grant Mr. Attaway stated this is a \$127,080 grant. Mayor Pro Temp Smith made a motion to approve the grant funding, seconded by Councilmember Gillespie. The vote was unanimously voted in favor.
- 6. S.L. 2023-134 Directed Funds from NC of \$8.25 million grant for water and sewer projects. Councilmember Bonham made a motion to approve this grant, seconded by Councilmember Funderburk. The vote was unanimously voted in favor.
- 7. Project #CS370748-01 Wastewater Interconnection with Two Rivers Utilities Sewer Overflow and Stormwater Reuse Municipal Grant-Clean Water State Revolving Fund. Mr. Attaway this is not to accept the funds but is to establish a project ordinance. He said we still have to wait on a letter receiving the funding. Mayor Pro Temp Smith made a motion to approve, seconded by Councilmember Fulbright. The vote was unanimously voted in favor.
- 8. NC Directed Grant from NC Regional Economic Development Reserve of \$150,000 for parking lot property purchase and community center interior improvements. Mr. Attaway said this is a notification from the State that these funds will be received in the amount of \$150,000. Councilmember Fulbright made a motion to approve, seconded by Councilmember Gillespie. The vote was unanimously voted in favor.
- G. Consideration of Change Order #4 from Trifecta for the Demolition Project at 1602 N. Main Street—Mr. Attaway directed council to review the change order and pictures in the packet, totaling \$18,072.00. He said this would still be part of the \$2million grant received for the demolition of the site. Councilmember Bonham made a motion to approve, seconded by Councilmember Gillespie. The vote was unanimously voted in favor.
- H. Consideration to move the December 12, 2023, Lowell City Council meeting to 715 N. Main Street, Lowell NC 28098 at 6pm. Mr. Russell said everything has been signed for the city purchasing this building. Mr. Attaway then stated, upon the request of the new councilmembers set to be giving oaths at this meeting, he was asked to look for a larger venue to hold this ceremony. Councilmember Funderburk asked if it will be cleaned. Mr. Attaway said Public Works will do this and set the area up. He said the internet will be installed tomorrow and all utilities will be put in the City of Lowell's name tomorrow. Parking will be at Harold Rankin Park, and we will add temporary handicapped parking. Councilmember Bonham asked about video and audio feed. Mr. Attaway said he is working on it, but it will not be on Agenda link [system currently used in City Hall]. Councilmember Funderburk made a motion to approve, seconded by Mayor Pro Temp Smith. The vote was unanimously voted in favor.
- I. Consideration of Clarifications/Edits to the City Manager's Employment Contract Mr. Attaway presented the clarifications/edits (see packet). With no questions, Councilmember Bonham made a motion to approve the changes, seconded by Mayor Pro Temp Smith. The vote was unanimously voted in favor.

Councilmember Funderburk made a motion to go into Closed Session, seconded by Mayor Pro Temp Smith at 4:25pm. The vote was unanimously in favor.

# CITY OF LOWELL WASTEWATER PRE-CONSTRUCTION PLANNING GRANT AMERICAN RESCUE PLAN ACT GRANT PROJECT # SRP-W-ARP-0301

#### **GRANT PROJECT ORDINANCE**

Be it **ORDAINED** by the City Council of the City of Lowell, North Carolina, that pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted.

Section 1: The Project authorized is the Wastewater Pre-Construction Planning project (grant project number SRP-W-ARP-0301) to be to be financed by the federal American Rescue Plan Act (ARPA) grant funds awarded to the City of Lowell by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI).

**Section 2:** The officers of this unit are hereby directed to proceed with the grant project within the terms of the board resolution, grant documents, the rules and regulations of the Division of Water Infrastructure (DWI), and the budget contained herein.

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Total

ARPA Grant Proceeds	<u>\$</u>	400,000
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Engineering and Administration Services	\$	400,000

Section 5: The finance officer is hereby directed to maintain within the Wastewater Pre-Construction Grant Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

Section 6: Funds may be advanced from the Water & Sewer Fund for the purpose of making payments as due. Reimbursement requests should be made to the State grantor agency in an orderly and timely manner. Compliance with all federal and state procurement regulations is required.

Section 7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

400,000

**Section 9:** Copies of this grant project ordinance shall be furnished to the Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

Adopted this the \_\_\_\_\_ day of December, 2023 at City of Lowell, North Carolina.

Sandy Ralley, Mayor

ATTEST:



October 16, 2023

Scott Attaway, City Manager City of Lowell 101 W. First Street Lowell, North Carolina 28098

RE: Task Order 1

**WWTP Decommissioning and Pump Station** 

Lowell, North Carolina WR Project No. 23-0752-001

Dear Mr. Attaway,

WithersRavenel is pleased to provide Task Order 1 for the City of Lowell On-Call for the decommissioning of the City's WWTP and design and construction of a pump station and force main. We look forward to working with you on this project. If you have any questions or concerns about this proposal, please do not hesitate to call me at the number listed below.

Sincerely,

WithersRavenel

Chris Rosenboom, PE

Director of Charlotte, Utilities

CRosenboom@withersravenel.com

Ph:919.678.3782

Attachment:

Task Order 1



# City of Lowell Task Order No. 1 Lowell WWTP Decommissioning and Pump Station

## A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the Agreement Between Owner and Engineer for Engineer Services, Task Order Edition signed July 21, 2023 between the City of Lowell ("Owner") and WithersRavenel, Inc. ("Engineer").

## **B.** Project Description

Listed below is a summary of key aspects of the project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information. The project shall include services through final design (excluding services during bid and construction) for:

- New wastewater pump station at the City's WWTP site. The size is to be determined as part of this agreement.
- New wastewater force main conveying the City's wastewater flows from the new pump station to a metering manhole located generally near the intersection of Hickory Grove Road and Lakeview Drive in McAdenville.
- Upgrades to Two River Utilities (TRU) existing pump station located at the location indicated on the figure below to accommodate the new flows from the City of Lowell.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- 1. North Carolina Department of Transportation shall be known as "NCDOT";
- 2. US Army Corps of Engineers shall be known as "USACE";
- 3. North Carolina Department of Environmental Quality shall be known as "NCDEQ";

Given the recent market conditions we consider it important to address a typical component of our design services which includes developing an opinion of probable cost for construction of the project. Our cost opinions for construction are made on the basis of current labor and material prices and our collective experience and qualifications, and represent's our professional judgment as an experienced professional familiar with projects of the type described in this Agreement. It is important to note however, that we have no control over the resources provided by construction contractors to meet contract schedules, nor over the amount or reasonableness of bids or actual construction costs, and we cannot and do not guarantee the proposals, bids or actual costs or schedules will not vary significantly from opinions of probable costs or time prepared by our firm. Our recent experience has been that bidders on public infrastructure projects have been limited which in turn results in higher bid prices than can be reasonably estimated or forecasted. We are constantly monitoring bids received for infrastructure projects and we work to incorporate the most recent bid information, unit costs, etc. that are applicable into our cost opinions.

If at any time the Client wishes greater assurances as to schedules or the amount of any costs, after presentation to the Client for review, we will be agreeable to assist the Client to employ an independent cost estimator, scheduling consultant, or other third party to make such determination.



### C. Timeline for Services

Engineer will begin work upon receipt of executed Agreement and written notice to proceed from the Owner. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Time Frame
Submittal of Engineering Report (ER)	November 15, 2023
Completion of Field Investigations, Including Survey, SUE, Geotechnical, and Environmental	December 15, 2023
60% Design Submittal	March 15, 2024
Final Bid Package Submittal	June 16, 2024

- 4. From the milestone time frames and factoring in variability in the approval process, Engineer estimates the total project timeframe for the Scope of Services to be 10 months.
- 5. The estimated timeframe(s) may be impacted by, among other things:
  - a. Timeliness and additional permit and/or plan reviews of review agencies;
  - b. Timeliness and accuracy of information provided by the Owner and Owner consultants.
- 6. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Engineer fees.
- 7. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Owner nor Engineer have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

## D. Scope of Services

Engineer shall provide the services identified under each task below as its Basic Services under the Task Order.

#### Task 1 - Project Management

Consultant shall manage the project by:

- A. Keeping the Client regularly informed of progress, providing over-sight of the production tasks and managing the monthly billing and invoicing for the project.
- B. Perform a site visit documenting the existing field conditions, identify any constructability issues, verify measurements, and note any project requirements.
- C. Evaluate available documentation of the infrastructure including previously collected GIS data, as-builts and previous studies.
- D. Prepare maps and worksheets to facilitate the necessary fieldwork and data gathering related to the project.
- E. Schedule a kickoff meeting with Client to determine the acceptable methods of construction, determine the availability of needed data, determine the availability of Client specifications and construction details, and develop a project schedule for construction.

#### **Deliverables**

- Kick-Off Meeting
- Site Visit



#### Task 2 - Preliminary Engineering Report

Consultant shall perform the following services:

- A. Consultant will review provided project information from the Client, the funding application, funding award, funding budget, and develop a basis of design for the project conforming to the NCDWI award and conditions.
- B. Consultant will prepare the ER in accordance with the "Guidance for the Preparation of Engineering Reports and Environmental Information Documents for Collection System Projects" as published by NCDWI which will include the following information:
  - 1. Executive Summary
  - 2. Current/Future Situation
  - 3. Need and Purpose
  - 4. Alternative Analysis (Alternative Description/Present Worth Analysis)
  - 5. Proposed Project Description
  - 6. Financial Analysis
- C. Consultant will submit the ER to the NCDWI for review.
- Consultant will incorporate NCDWI review comments and resubmit ER to NCDWI for approval.
- E. Consultant will provide (1) copy of the approved ER to the Client.

#### **Deliverables**

- ER Submittal to NCDWI
- ▶ ER Hard Copy to Client

#### Task 3 - Flow Analysis

- A. The Consultant will analyze existing and future wastewater inflows for the purpose of sizing pumps, force main, and other appurtenances.
- B. A meeting will be held with City staff to determine which parcels may be developed within the 20-year study period. This discussion will be based on the Client's current comprehensive plan.
- C. A GIS map of future growth parcels will be developed by the Consultant and provided to the City to document the growth area estimates determined at the meeting.
- Current zoning will be used to estimate future wastewater flows generated for identified growth parcels.
- E. Existing flows from two years' worth of WWTP DMR's will be analyzed to estimate current average daily flows and peak daily flows. Available local rain gauge information will be utilized to identify wet weather related peaks for the historical inflows.
- F. A draft technical memorandum will be prepared by the Consultant and submitted to the Client documenting existing and future flow estimates. The memorandum will also provide preliminary recommendations for pump sizing and possible provisions for future pump station upgrades/expansion.



#### Task 4 - Field Investigations

- A. Topographic Survey Consultant will provide topographic survey of the project areas. Topographic survey shall include:
  - 1. The Proposed Force Main Corridor to be Survey is identified as a 50' width on center of the proposed Alignment.
  - 2. Horizontal control will be based on NC State Grid, NAD'83(2011);
  - 3. Vertical control will be based on NAVD'88;
  - 4. Locate existing property corners as may be found on the subject property, and property corners on adjacent properties as may be necessary to help reestablish the boundary of the subject property;
  - 5. Conventional survey will be completed using spot grades at approximate 50' intervals and/or LiDAR mapping using UAS (Unmanned Air System). Agreement to this proposal will constitute permission to fly the UAS over the project site and properties;
  - 6. Contours will be mapped at a 1' foot interval;
  - 7. Includes locating top and bottom of slopes and any change in the slope lines.
  - 8. Includes survey of roadways as shown in the corridor.
  - 9. Locate all visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, etc.;
  - 10. Storm and Sanitary Sewer will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible;
  - 11. A minimum of 2 project benchmarks will be set and identified in the mapping;
  - 12. Sub-surface utilities will be located based on observation of visible and obvious surface features and SUE Level B Designations to be applied by WR or NC811.
  - 13. Location of tree lines. Does not include the location of individual trees within wooded areas:
  - 14. Location of the limits of jurisdictional wetlands and streams to be flagged by others;
  - 15. Topographic mapping will be competed to a scale to be determined by client's engineer and will be delivered as a digital CAD file in AutoCAD .dwg format with associated signed and certified survey report;
- B. Easement Exhibit Maps Consultant will prepare an easement exhibit map and Legal Description body for each temporary and permanent easement as may be required for the project;
  - 1. This Project is assuming Seven (7) affected parcels along the proposed Alignment in Lump Sum pricing.
  - 2. Horizontal control to be based on NC State Grid, NAD'83(2011);
  - 3. Locate existing property corners as may be found on the subject property within which the easement(s) will be located, and property corners on adjacent properties as may be necessary to help reestablish the boundary of the subject property;
  - 4. Map will be suitable for attachment to a deed (to be prepared by others) for recording;
  - 5. Survey will be completed to N.C.G.S. 47-30 standards for an exhibit map and will not be suitable for recording as a stand-alone map;
  - 6. Points where new permanent easement lines cross existing property lines will be set using 18" long, 5/8" iron pipes.
- C. Subsurface Utility Engineering (SUE)

Level B SUE - Consultant will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate underground utilities within the proposed corridor, as shown on the attached maps. All utilities designated will be marked using the APWA guidelines with marking paint and/or pin flags. At the conclusion of the field work, a detailed field sketch will

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be provided to the survey crews to collect all of the designated utilities and import them into AutoCAD.

Level A SUE - Test Holes as needed to determine information such as size, depth, and material on specific utilities designated during the Level B SUE investigation. All information will be incorporated into Test Hole Forms and provided to the client at the conclusion of the project. The number of Test Holes can be decided upon the completion of the Level B SUE investigation. In addition, all test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Pipe Elevation.

#### D. Environmental Investigations

Wetland Delineations: The consultant will obtain preliminary site information, including aerial photos, USGS Quadrangle Maps, Gaston County Soil Survey, Gaston County GIS data, prior to conducting site visit. A site review will be performed to determine if the project site contains jurisdictional wetlands, streams and riparian buffers. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement. Streams will be assessed using criteria set forth in the NC Division of Water Quality Identification Methods for the Origins of Intermittent and Perennial Streams (2005). The consultant will delineate all jurisdictional wetlands and starting point of streams in the field using sequentially numbered Wetland Delineation flagging. Wetland flags and stream start point flags will be located using Trimble GPS unit. GPS data will be used to prepare exhibits for wetland report.

Preliminary Survey for Federally and State Listed Threatened & Endangered Species: The consultant will complete a review of literature and data for the NCDEQ, USFWS, and NCNHP to determine listed species known to have ranges extending into Gaston County that are likely to occur with the project. Conduct a pedestrian survey of the project study area to document vegetative communities and determine presence/absence of potential habitat for listed species. A pedestrian survey of the potential habitat within the project study area will be conducted to determine the presence of protected species and/or potential habitat in which protected species may occur. GPS will be used to locate any occurrences of listed species observed during the pedestrian survey. A brief letter report documenting the findings of the survey, including Biological Conclusions for "effect" determinations on listed species will be prepared.

E. Geotechnical Investigations – Consultant, through a subconsultant, shall provide geotechnical soil borings to establish existing soil conditions at up to 4 locations selected along the project alignment. Locations shall include the selected site of the new pump station, along with locations at which trenchless pipe installation is proposed.

#### Task 5 - Design and Permitting Services

Based on the data and other information developed as part of the preceding Tasks, Consultant will perform the design services that include the following sub-tasks.

- Conduct a review of compiled data including geotechnical and environmental data, surveys, and SUE.
- B. Evaluate collected data to determine appropriate methods of construction.
- C. Consultant will consider the necessary logistics for maintaining WWTP operations during construction of a new pump station. Design considerations will reflect efforts to minimize interruptions to operations.
- D. Consultant will review permitting requirements likely to be required.

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- E. Once the above has been completed, Consultant will meet with the Client to discuss the design and construction approach options identified with a goal of determining the design approach.
- F. Prepare 30% Plans: Plans will focus primarily on the location of a new pump station on the WWTP site, as well as routing of the new force main. A preliminary site plan for the new pump station will be provided to illustrate the location of the wet well, valve vault, electrical building, etc., as well as a conceptual plan for tying in the existing headworks into the design.
- G. 30% Plans will be submitted to the City for review and a meeting scheduled to go over any review comments that the City has.
- H. A preliminary Engineer's Opinion of Probable Construction Costs (EOPC) will be developed and submitted with the 30% Design.
- I. Prepare 60% Plans/Technical Specification Table of Contents: Plans will include a cover, general notes, plan sheets, project-specific details and standard project details for the new pump station, upgrades to the existing pump station, and new force main. Draft front end documents (EJCDC) will be developed for the project in addition to a table of contents for technical specifications. Comments from the 30% Design review will be reflected in the 60% design.
- J. 60% Plans will include preliminary electrical designs for both the new pump station and the proposed pump station upgrade. Pump selection and generator sizing will be included.
- K. 60% Plans will include profile drawings for the new force main.
- L. 60% Plans will be submitted to the City for review and a meeting scheduled to go over any review comments that the City has.
- M. A revised Engineer's Opinion of Probable Construction Costs (EOPC) will be developed and submitted with the 60% Design.
- N. Prepare 90% Plans/Technical Specifications: Contract Documents reflecting review comments in the 60% stage from the Client.
- O. A revised Engineer's Opinion of Probable Construction Costs (EOPC) will be developed and submitted with the 60% Design.
- P. 90% Plans will be submitted to the City for review and a meeting scheduled to go over any review comments that the City has.
- Q. Coordinate design efforts with NCDEQ and any other permitting agency. Consultant shall submit and obtain all necessary permits, possibly including.
  - NCDOT R/W Encroachment Agreement
  - NCDEQ Authorization to Construct
  - NCDEQ DLQ Erosion Control Permit
  - Floodplain/Stream Buffer Encroachment (excludes 401/404 permits)

All submittal, review, or permitting fees associated with the Project will be paid for by the Consultant. Consultant will address two rounds of comments (make two submittals) for each permit application.

- R. Final (Bid) Plans/Documents: Contract Documents will be developed by the Consultant reflecting review comments in the 90% stage from the Client. The final bid documents will include all required documents for bidding the project, including:
  - Pertinent study information, including reports, and copies of all permits secured
  - Signed and sealed construction drawings
  - Pertinent technical specifications



#### - Front end contract documents

### Task 6 - Grant/Funding Assistance

Upon receipt of written authorization from the Client, Consultant will provide the following funding administration tasks during the preconstruction phase of the project:

- A. General Administration and Financial Management
  - 1. Attend the project kick-off meeting with NCDWI to review ARPA funding requirements.
  - 2. Set up Dual Filing System (hardcopy and digital) for the Client's funded project, to be kept and maintained at the Client's location. Work with Client project designees to ensure dual files stay current and comprehensive.
  - 3. Assist the Client in completing NCDWI paperwork including state assurances, progress reports, monitoring report forms, and others as required by NCDWI for the project.
  - 4. Assist the Client in requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to NCDWI.
  - 5. Act as liaison between the Client and NCDWI.
  - 6. Provide ongoing technical assistance regarding ARPA regulations and NCDWI requirements.
  - 7. Assist the Client in close-out procedures and paperwork.
- B. Project Implementation
  - 1. Provide oversight and guidance in preparation for procurement procedures in accordance with DWI requirements and applicable federal and state regulations.
  - 2. Assist the Client in complying with regulations regarding property acquisitions and easements, if necessary.
  - 3. Work with the Client to ensure compliance with all NCDWI guidelines during design.

## E. Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Proposal (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Owner and accepted by Engineer. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule. The exclusions are described below but are not limited to the following:

#### General

- Any work previously provided in other proposals;
- Any other services not specifically listed within the Scope of Services.
- Any/all services during bidding and construction.

#### **Geomatics Services**

Tree survey/cover report by Registered Forester;

- Surveys for off-site improvements;
- Platting services;
- o Plot Plans;
- o ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;

#### **Environmental Services**

- Historic Resources Survey;
- o Phase I & II ESA's;

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#### Offsite/Specialty

- Development agreements;
- Homeowner association documents;
- Utility allocation agreements;
- Preparation of electronic file suitable for GPS machine control:
- Expert witnesses;

#### Planning/Studies

- o Entitlement services;
- Variance and Quasi-Judicial processes;
- Traffic Impact Analysis;
- Signalization Studies;
- Hydrant flow determination and hydraulic analyses;
- Existing sewer hydraulic analyses;
- City or regulatory approvals;
- Special & Conditional Use Permits;

#### **Services During Construction**

- o Bidding/negotiation services;
- Pay application reviews;
- o Change order reviews;
- Shop Drawing review;
- o RFI's during bidding;
- o Construction administration;
- Construction management;
- Dry utility coordination/design;
- NPDES monitoring/reporting;
- Loan draw certifications;
- Bonds and Bond Estimates;
- Record drawings/as-builts;
- o Engineer Certifications;
- O&M/SWMP Manuals;

#### **Stormwater Services**

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision:
- o Secondary containment designs;
- o SCM design;
- o Culvert design;
- O Dam inspection, engineering, or analysis;
- Dam breach analysis;
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Soil investigations (such as Seasonal highwater table determinations;
- Soil Media Mix Testing and Gradation Certification;
- o Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- o Building permits and associated work;
- o 401/404 permitting;
- Floodplain Development permit;
- Sign permitting;

#### **Landscape Architecture Services**

- Landscape layout and design;
- o Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements:
- Entrance/signage feature design;
- Water feature and/or pool design;
- o Renderings;
- Park improvements;
- Public art design or commissioning

#### Services by Others

- Architectural and MEP services;
- Structural Services:
- Arborist/Registered Forester Services;

#### **Documents/Drawings**

- Schematic Drawings as typically defined in the architectural industry;
- Record (As-Built) Plans;
- Lot Matrix;

#### **Design Services**

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- LEED certification coordination;
- Signal design;

#### **Project Management**

- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;



The above list is not all inclusive, and the Scope of Services defines the services to be provided by Engineer for this project.

Both parties agree that certain tasks, e.g. reviews and approvals. are performed by governmental agencies and that all parties have limited influence on these agencies to meet the prescribed deadlines and that neither party is responsible for delays caused by governmental agencies.

## F. Owner Responsibilities

The following are responsibilities of the Owner and Engineer will rely upon the accuracy and completeness of this information:

#### 1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for Architect, Contractor, and other Consultants engaged by the Owner.
- c. Preferred media platforms for communications with the Owner.
- d. Provide in writing, any information as to Owner's requirements for design.
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services.
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project.
- g. Examine all proposals, reports, sketches, estimates and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Engineer.
- h. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project.
- i. Attend Owner meetings as required/needed.
- j. Access to property for Engineer and subconsultants.
- k. Discussions/negotiations with adjacent landowners.
- I. Owner shall be responsible for acquisition of all off-site utility and/or construction easements required for this project.
- m. Manage and coordinate the work of subconsultants/subcontractors that are not directly subcontracted through the Engineer.
- n. All submittal, review, or permitting fees associated with the project.
- o. Any legal representation requiring an attorney at law.
- p. Construction Specific
- q. The Owner or an Owner representative will be responsible for arranging a pre-construction conference with the contractor, Owner, Engineer and other design professionals for the final project coordination prior to the commencement of construction.
- r. Providing direction and payments to contractors.
- s. Coordination with contractor on scheduling or fulfillment of their responsibilities.
- t. Distribution of approved plans and permits to contractor.

#### 2. Construction Specific:

- a. Arrange a pre-construction conference with the contractor, Client, Consultant, and other design professionals for the final Project coordination prior to the commencement of construction;
- b. Provide direction and payments to contractors;
- c. Coordination with contractor on scheduling or fulfillment of its responsibilities;
- d. Distribution of approved plans and permits to contractor.

Any changes to the alternatives or Project requirements after Engineer have begun work may require additional fees.



## G. Compensation for Services

#### A. Lump Sum Fee

Consultant proposes to provide the Scope of Services previously outlined on a lump sum fee basis as described in the following table. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.

Task No.	Task Name	Fee
1	Project Management	\$18,000
2	Preparation of Preliminary Engineering Report	\$42,000
3	Flow Analysis	\$40,000
4A	Topographic Survey	\$58,000
4C	Subsurface Utility Engineering	\$35,000
4D	Geotechnical Investigations	\$25,000
4E	Environmental Investigations	\$18,000
5	Design and Permitting Services (Bid Documents)	\$303,000
	TOTAL	\$539,000

- 1. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- 2. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
- 3. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
- 4. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.

#### B. Hourly Fee

Consultant proposes to provide the Scope of Services previously outlined on an hourly basis at the current rate with an estimated budget as described in the following table, plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.

Task Number	Task Name	*Hourly Fee Budget			
4B	Easement Maps	\$24,000			
6	Grant/Funding Assistance	\$25,000			
TOTAL		\$49,000			
*These Tasks are presented as an hourly fee with a budget due to the difficulty in estimating the hours required to adequately perform the task(s).					

1. Client shall pay Consultant for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates



- for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's charges, if any.
- 2. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- 3. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Consultants' charges.
- 4. Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
- 5. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Consultant 's services for Client 's convenience. Upon notice, Client and Consultant promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Consultant 's services for Client 's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Consultant 's services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant shall be paid for all services rendered hereunder.

#### C. Fee Summary

Task Number	Fee Type	Estimated Fee/Budget
1-3 4A,4C,4D,4E,5	Lump Sum	\$539,000
4B,6	Hourly	\$49,000
TOTAL	\$588,000	

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The client is ultimately



## H. Acceptance

OFFERED BY:

This Task Order is valid 60 days from the date it is transmitted to the Owner. Receipt of an executed copy of this Task Order will serve as the written Agreement between WithersRavenel and the City of Lowell. All Exhibits identified after the signature blocks below, are incorporated herein and are integral parts of the Task Order.

**ACCEPTED BY:** 

Digitally signed by Chris Rosenboom Date: 2023.10.16 16:49:33 -04'00'	Set Ottames 10/1
Signature Date	Signature
Chris Rosenboom, PE	Scott Attaway
Name	Name
Director of Utilities, Charlotte	City Manager
Title	Title
Digitally signed by Ken Orie Date: 2023.10.16 16:49:02 -04'00'	
Signature Date	
Ken Orie, PE	
Name	
Practice Area Lead, Utilities	
Title	
<b>PREAUDIT STATEMENT:</b> This instrument has b Government Budget and Fiscal Control Act (NC	
Government Budget and Fiscal Control Act (NC	G.S. 159-28(a)).
Government Budget and Fiscal Control Act (NC Signature of Finance Officer:	G.S. 159-28(a)). <u>Lisa Nolen</u>

Attachment B- Debarment Certification Attachment C- E-Verify Affidavit



#### ATTACHMENT A

#### ARPA FEDERAL CONTRACT PROVISIONS

#### 1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

#### **Termination for Cause: Event of Default**

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.



#### 2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

#### 3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

#### 4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

#### 5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.



#### 6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

## (As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 7. LOBBYING CLAUSE

## (As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) 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 any 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or 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.

This 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 section 1352, title 31, U. S. Code. 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.



#### 8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

#### 9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)



#### ATTACHMENT B

#### **DEBARMENT STATUS CERTIFICATION**

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

#### **CONTRACTOR INFORMATION** Digitally signed by Ken Orie Date: 2023.10.16 16:48:45 WithersRavenel, Inc. (Authorized Signature) (Name of Contractor) Ken Orie, PE Practice Area Lead, Utilities 115 MacKenan Drive (Printed Name and Title) (Street Address and/or PO Box) 10/16/2023 Cary, NC 27511 (City, State, Zip Code) (Date) Fed ID 56-1740520 / DUNS 604477039 (DUNS, Tax Identification or Social Security Number)

#### FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)

#### **Federal Debarment Search**

#### https://sam.gov/content/home

Purpose of Registration

All Awards



# WITHERSRAVENEL, INC.

CAGE / NCAGE Unique Entity ID **SK8ECFTPUEH7** RTG2 4

Registration Status Expiration Date Active Registration Dec 5, 2023

Physical Address Mailing Address 115 Mackenan DR 115 Mackenan DR

Cary, North Carolina 27511-7903 Cary, North Carolina 27511-7903

United States United States

Suumuss Information

Doing Business as Division Name Division Number (blank) (blank) (blank)

Congressional District State / Country of Incorporation URL North Carolina 04 North Carolina / United States www.withersravenel.com

Registration Dates

Submission Date Initial Registration Date Activation Date Dec 7, 2022 Dec 5, 2022 Aug 21, 2020

Entity Dates

Entity Start Date Fiscal Year End Close Date

Apr 23, 1991 Dec 31

Immediate Owner

CAGE Legal Business Name

**BPQT6** WITHERSRAVENEL, INC. EMPLOYEE STOCK

OWNERSHIP TRUST

Highest Level Owner

CAGE Legal Business Name (biamk)

**Executive Compensation** 

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6262 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

#### Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS gov for display as applicable, Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

#### **Exclusion Summary**

Active Exclusions Records?

No

#### 5AM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results.

Yes

#### Entity Types

#### **Business Types**

Entity Structure Corporate Entity (Not Tax Exempt) Entity Type
Business or Organization

Organization Factors
Subchapter S Corporation

Profit Structure For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212.3 or FAR 52.219.1 to determine if the entity is an SBA certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Emancial information

Accepts Credit Card Payments Debt Subject To Offset

Yes No

EFT Indicator CAGE Code 9009 8T6L1

#### Points of Contact

#### Electronic Business

% 115 Mackenan Drive

Christopher C Bryant Cary, North Carolina 27511

United States

**Government Business** 

8 115 Mackenen Drive
Kerry T Colwell Cary, North Carolina

Cary, North Carolina 27511

United States



## ATTACHMENT C

### E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA COUNTY OF WAYE	
······································	16 -6
I. C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behal Without Shavened (the entity bidding on project hereinafter "Employer") after first being duly sworn here swears or affirms as follows:	reby
<ol> <li>Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Home Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hemployees pursuant to federal law in accordance with NCGS §64-25(5).</li> </ol>	
<ol> <li>Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the Ur States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).</li> </ol>	nited
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or nemployees in this State. (mark Yes or No)  a. YES X, or	nore
b. NO  Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will enter the complete of the complete the complete of the compl	isure
Compliance with E-Verify by any subcontractors subsequently hired by Employer.  This 5 day of Dayway 2073  Signature of Affiant: C. C. Bayes Bayes T. Bayes	
State of North Carolina County of Wake	
day of Jahnam . 20 23	
My Commission Expires:	

# Minutes for the Regular City Council Meeting 101 W. First Street, Lowell, North Carolina, 28098 October 10, 2023, 5:59 PM - October 10, 2023, 9:04 PM

Roll Call: (The following members were in attendance)
Sandy Railey, Mayor
Phil Bonham, Councilmember
JoAnna Fulbright, Councilmember
Candy Funderburk, Councilmember
Thomas Gillespie, Councilmember
Travis Smith, Mayor Pro-Tem

#### 1. General

#### 1A. Call To Order - 5:59 PM

Mayor Sandy Railey called the meeting to order at 6:00pm. City staff present were City Manager Scott Attaway, City Attorney John Russell, Police Chief Carl Moore, Police Assistant Chief Jeff Harrison, GIS Analyst Todd Stroupe, Stormwater Administrator Jamie Watkins, Finance Director Lisa Nolen, City Planner Joe Gates, Parks and Recreation/Events Coordinator Tori Dellinger, Planner Tyler Cobb, Public Works Director Thomas Shrewsbury, and City Clerk Cheryl Ramsey. A quorum was determined at the beginning of the meeting. The meeting was teleconferenced on YouTube for the public and the agenda and meeting materials were made public on the city's website as well as in person. Members of the public were also in attendance. Due to technical difficulties, the YouTube broadcast did not begin until approximately 6:20pm.

#### 1B. Invocation / Pledge of Allegiance - 6:01 PM

Rusty Frost gave the Invocation and led everyone in the Pledge of Allegiance.

### 1C. Adoption of Agenda for this Meeting - 6:03 PM

Mayor Railey asked for a motion to adopt this meeting. Councilmember Fulbright made a motion to remove the public hearing under 5B, Unfinished Business regarding the Social District because of the concerns in having it in Lowell at this time, seconded by Councilmember Funderburk. It was unanimously voted in favor. Councilmember Gillespie thanked Councilmember Fulbright for making this motion because it is a little premature and people have to have time to think about it. Councilmember Bonham then made a

motion to accept the modification that was just passed and adopt the remainder of the agenda, seconded by Mayor Pro Tem Smith. This vote was unanimously in favor. The votes were explained by City Attorney Russell for those who were not able to hear the motions.

The item was motioned To Amend by JoAnna Fulbright and seconded by Phil Bonham with a passing result 5-0-1-0 Abstained by Sandy Railey

1D. Public Comments - 6:07 PM

- 1. Larry Simonds of 1603 Power Dr., Lowell, NC asked what the vote was on because people in the hallway could not hear? He asked if they [Council] got rid of the public hearing. Mr. Russell stated that there was a motion where there will not be a public hearing regarding consideration of the social district. Mr. Simonds stated it was advertised that there will be a public hearing. Someone in the audience interjected and said she thinks they [council] are saying there will not be a public hearing because this will not be brought up now. Mr. Russell said that was correct, Mr. Simonds continued and complained about the approval by the Lowell Planning and Zoning Board on April 4th 2023, regarding how long it took them to approve 273 warehouse doors on Power Line Dr. and also Saxony. He then read the motion and the conversation from the meeting. He said Mr. Gates came to the zoning meeting and in less than five minutes they approved to put 274 warehouses between the Lowell Elementary School and the mill where there is a two-lane road. He said there was no consideration to the people, no public hearing and those warehouses should not be built today. It should have been tabled and studied and we have nothing to offer the citizens of Lowell. No doctor's office, no sidewalks and things we need but the tax rate is doubled. He said all the buildings should help the tax rate correct? What are you [council] thinking? He said we need better leadership. He then left the meeting.
- 2. Debbie Johnson of 407 McAdenville Rd, Lowell, NC spoke about why she is against the Social District.
- 3. John Cato of 109 Walnut St, Lowell, NC said he is running for City Council and wanted to know how you [Council] are going to amend the law. He said according to the Alcohol, Tobacco, and Firearms of the State of NC, you can not serve or consume alcohol within 500 yards of a church. You have three churches within the places that you are serving alcohol and how are you going to amend that? He then left the meeting.
- 4. Deanna Tilley of 207 N Church St said she spoke to two alcoholics where one is dying and one is recovering and they moved to Lowell to get away from the alcohol. She is against the social district. She then complained about the traffic from 85 that was rerouted

through Lowell and how the city can't handle that kind of traffic. She thinks it should be local only traffic and to keep that on the highway or put back on 74. She said it is dangerous and is not right. She said no one asked them if that was ok and no one is listening. She said she got signatures from people in a four block area and the overwhelming majority said no to the Social District with two saying yes.

- 5. Richard Sigmund, pastor of Lowell Freewill Baptist Church. He doesn't live in Lowell but speaking as a leader in this community for his church and is dead set against the Social District. He said alcohol is a drug because it changes your ability to function, drive, make a clear decision and should be treated as such.
- 6. Paul Williams of 703 McAdenville Rd is against the Social district and thinks the topic should be on the ballot. He said he is not against the idea of a social district but thinks we don't have the size as other cities to handle it and the amenities those bigger cities have.
- 7. Alice Neal of 3006 Lowell Rd, Gastonia NC is against the Social District and is against having alcohol served at 10am. She thanked Council for tabling it. She also complained about the traffic and construction problems.
- 8. Nick Felton of 303 Caroline Ave, Lowell NC is a new resident to Lowell and is very proud to live here because he thinks it has a lot of potential. He offered his services to beautify the city. He thanked Council for listening to everyone.
- Brenda Carr of 507 Robinson St, Lowell NC is against the Social District. She said this a good Christian town and can't believe this was ever brought up but she needed to speak up about it.
- 10. Heather Seay of 1110 Catawba Run Rd, Lowell NC and thanked Council for listening to the people and reconsidering the Social District. She too said she didn't have a big opposition to it but does not think Lowell is ready for it. She also thinks it should be on the ballot in 2025. She then clarified what Larry Simonds said earlier about the Planning Board approving a warehouse in McAdenville. She said the Lowell Planning Board does not have the authority to approve a warehouse in McAdenville. We [Planning Board] approved to allow them to spend millions of dollars to replace our sewer lines, the line that got hit by a tree and spilled thousands of gallons of raw sewage into the South Fork River a few months ago. She wanted this to be clarified for the record.

11. Bill Knox of 5105 Meadow Woods Dr., Lowell NC made a public endorsement of Norris Lamb for Mayor and that the other candidate has week after week publicly ridiculed this Council and City staff saying demeaning and disparaging comments and thinks Mr. Lamb will put dignity and respect in this town.

Mayor Railey allowed Councilmember Gillespie to say a comment. He said he is so proud of democracy at work at this meeting. He said the Gazette came to him and Councilmember Funderburk recently and even after we voted to table it [public hearing for Social District], he said after hearing the comments tonight, if we had to vote on this, he would have voted no.

- 12. Jeff Miller of 2333 Winterfield Dr., Gastonia NC is concerned about the Social District and the safety issues it would bring. He is glad it has been tabled and believes it should be thrown out.
- 13. Pattie Buffin of 3007 Lowell Rd, Gastonia NC made comments against the Social District.

#### 2. Approval of Minutes

The item was motioned To Approve by Candy Funderburk and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Sandy Railey

#### 2A. Approval of Minutes 9-12-2023 - 6:40 PM

With no corrections, Councilmember Funderburk made a motion to accept the minutes from September 12, 2023, seconded by Mayor Pro Tem Smith. The vote was unanimously in favor.

### 3. Special Presentation

### 3A. Proclamation 03-2023 In memory of Sam Mitchem - 6:41 PM

Mayor Sandy Railey read the Proclamation and presented the flag to his widow, Donna Mitchem. Councilmember Funderburk made remarks about Mr. Mitchem. A picture was taken with Mrs. Mitchem and she thanked Council for the honor to her husband.

Ms. Tilley interjected and wanted to say a prayer for former Councilmember Steve Ryan who is about to go into war in Israel as well as a prayer for the niece of her friend killed in Israel.

#### 4. Consent Agenda

With no questions, Councilmember Funderburk made a motion to approve the consent agenda, seconded by Mayor Pro Tem Smith. The vote was unanimously in favor.

The item was motioned To Approve by Candy Funderburk and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Sandy Railey

- 4A. Stormwater Department Report 6:47 PM
- 4B. Customer Service Utility Billing Report 6:47 PM
- 4C. Planning Department Report 6:47 PM
- 4D. Public Works Report 6:47 PM
- 4E. Finance Report ~ 6:47 PM
- 4F. Geographic Information System (GIS) Report 6:47 PM
- 4G. Communications Report 6:47 PM
- 4H. Parks & Recreation Report 6:47 PM
- 41. Police Report 6:47 PM

#### Unfinished Business

**5A.** Public Hearing - Economic Development Grant Agreement - Project Seattle - 6:48 PM Consider approval of an Economic Development Grant Agreement, pursuant to North Carolina General Statute 158-7.1 and 160D-1001.

Councilmember Funderburk made a motion to go into public hearing, seconded by Mayor Pro Tem Smith. The vote was unanimously in favor.

Mr. Attaway said staff received an application from Project Seattle, a Fortune 500 company, who is considering a total investment of \$21 million to establish a facility in Gastonia and Lowell in our Gateway 85 Industrial Park located at Building #7. This is the building in the most northern end of the former Lineberger Rd. Project Seattle is anticipating adding 107 new jobs with an average salary of \$25.82 an hour. The company's Capital Investment and the property and operations allow it to qualify for a level 2 Economic and Development grant. This information and the resolution has been included in the agenda packet for review. He opened it up for Council questions.

Councilmember Funderburk asked if we know what Project Seattle is? Mr. Attaway said we do not. He said it is a code name and the company has not announced anything further. He

gave Council a reminder in why companies do that. The NC Department of Commerce are the ones who announce companies in tandem with the company. If the name of the company gets out before Commerce has announced it, Commerce will pull back all of their incentives and not offer the State level grants. So we, Lowell and Gastonia, are not getting this information yet.

Councilmember Bonham asked if he had a general idea of the percentage that will be in Lowell? Mr. Attaway asked Mr. Gates, Planning Director, to answer as he has worked more closely on this. Councilmember Bonham said Building #7 is 700,000 sq. ft. and it's his understanding they are taking half. Half of a sliver of that is in Lowell correct? So it's a sliver of 350k not a sliver of 700k correct? Mr. Gates said yes it is just the southwest corner of the building and the parking lots, probably 50,000 sq. ft. or less if he had to guess. Mr. Attaway said the way the jurisdiction will align, there will definitely be more of a parking lot in Lowell than the building itself. The appraised value will be minimal. Councilmember Funderburk asked how much they will be given per year in incentives? Mr. Attaway said the the City of Lowell grant amount they would receive is listed in years 1-5 at \$83,790, then \$73,696, then \$65,170, then \$46,864 and year five at \$35,260 (down each year from year one to five). He said the taxes to the City of Lowell totals \$125,120 for the five years.

Councilmember Bonham asked prior to this development, what would you estimate the tax income from all property up to the (inaudible) zone? Mr. Attaway said the whole former Lineberger tract property was in the neighborhood of a few thousand or several hundred that was paid because he thinks there was an agricultural exemption on the property. Councilmember Gillespie asked how many jobs will this plan create? Mr. Attaway repeated 107 jobs at \$25.82 an hour. Councilmember Gillespie said he doesn't have a problem granting incentives. He continued stating that Sonic and Newell, and the economic development say they will have so many jobs [available] and his only concern in giving grants, is that we make sure people, acknowledging that he knows that Mr. Attaway can't control this, but that the people of Lowell get an opportunity to work as well. His thing is that when he votes to give an incentive, his goal is for the people of Lowell to also get jobs to provide for their families. Councilmember Bonham agreed and added that the issue with Sonic, and they reached out to us [Council], is that we were in conjunction with the State and the County for all the incentives that were offered to Sonic who never met the criteria so they never received any credit, rebate, or any types of money thereof. They understood the taxes of their property and paid it every single year. The misconception of the

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community is we're just funneling money back for cashbacks and that's not true. He added, the way this works is what's good for one is good for the other, you do this for us and we credit back for reimbursement, if you meet the criteria. Sonic has never done that, has paid 100% of their taxes, and has not received any reimbursements because they did not meet the criteria. So for Newell, they filed and proved they met the criteria, so they will get the credit. It's all about economic development. So to your [Councilmember Gillespie] point, and Sonics he assumed, we got their application too and they never developed it, so our people that applied, did not get employment here because they didn't employ anyone. Covid hit and now we are just taking a check for their taxes. These guys over here [Project Seattle], encourage you to reach out to the citizens of Lowell that want to be employed and he would hope they reach out to Lowell first. Mr. Attaway added the Mayor mentioned Newell in her closing remarks at the last council meeting reading out the website for employment, and that is something that we [staff] will look to in building a rapport with whatever this new place will be. We do not have an Economic Development department in the city, but the Planning Department will still reach out and communicate with them that we will help by putting advertisements on bulletin boards and any other way to get the word out to the community. Councilmember Funderburk added that Sonic was supposed to bring 500 jobs and never did. She said they even applied to bring the incentive back and the city said no. Mr. Attaway said that's correct. He said there was discussion recently about them not being able to qualify for the initial level and then coming for a level one or two but that never came to Council. As you know there are not a lot of employees there and believes they went to a remote work plan but he does not know what the final plans are for this property.

Councilmember Bonham wanted everyone to understand that this is not a giveaway. This is you [company] gained this advantage if you give us something in return. If not, you do not get the credit. That simple. Councilmember Funderburk asked if we were to vote no on this, would they still build it anyway? Mr. Attaway said he did not know. He said if the building is built, then they are just looking for tenants. Mr. Russell asked Mr. Attaway to clarify the incentive of putting in equipment, fixtures, etc. Mr. Attaway said we have already done an economic development for the entire development within Lowell. This is for the tenant specifically. Mr. Russell added that this is the investment criteria they have to meet for things they have to get installed inside the building, they are not getting credit for the building itself.

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Paul Williams of 703 McAdenville Rd, Lowell NC asked what building is #7? Councilmember Bonham said it is 700,000 sq. ft. closest to the railroad. With no other questions from the public, Councilmember Bonham made a motion to close the public hearing, seconded by Councilmember Funderburk. The vote was unanimously in favor. Councilmember Bonham then made a motion to approve Resolution 08-2023, seconded by Councilmember Gillespie. The vote was unanimously in favor.

The item was motioned To Approve by Candy Funderburk and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Sandy Railey

To go into the Public Hearing

The item was motioned To Approve by Phil Bonham and seconded by Candy Funderburk with a passing result 5-0-1-0 Abstained by Sandy Railey

To come out of the Public Hearing

The item was motioned To Approve by Phil Bonham and seconded by Thomas Gillespie with a passing result 5-0-0-0

5B. Public Hearing - Social District -

Amending Chapters 97 and 130 of the Lowell Code of Ordinances.

This item was removed during the approval of the Adoption of the Agenda for this Meeting.

#### 6. New Business

6A. Discussion and Consideration of Change Order 001 and 002 for the Demolition Project at 1602 N. Main Street - 7:05 PM

Presented by Scott Attaway. He stated we received change order 001 and 002 and he will briefly discuss both. The first change order is regarding a canopy on loading dock #3A on N. Main and Lowell Spencer Mtn Rd. We had our structural engineer, who is the construction manager for this project with LaBella, analyze the canopy. We were set to keep that canopy for an events stage on the redevelopment plans for this site that our architects identified in the conceptual master plan. It was determined that the loading dock was tied into the warehouse portion and recommended by the engineer that it can not carry the sufficient load once the other piece of wall comes down. They recommended taking it down and rebuilding a new canopy and look at it in the redevelopment plans when we get to that point. He said he brought the architect out to the site today and they agreed with the structural engineer. The engineer believed there could be a better solution and we were given a \$4500 design estimate from the engineer to figure out how to design what is there. He said that is in the plans to figure out the costs to construct the bracing, etc. It is staff's recommendation to remove the canopy and that charge is zero cost to the city.

Mr. Attaway continued and discussed the second change order. He said there are several items here (see Agenda packet for further details).

- Structure #1 there is a clarifier in the NE corner of building #7, which used to be a sopheric acid tank and containment
- Structure #2 there are two concrete containments walls at the front of building #5 that was not included in the bid document.
- Structure #3 there is various pipe racking that runs throughout the SE side of the site.
- Structure #4 tank containment east of building #30 and associated equipment and several separated out to pipe racking in structures #5,#6,& #7.
- Structure #8 two concrete container basins.
- Structure #9 there is various debris scattered throughout the site and this would include removing that all the way to the fence line at Poston Park.
- Structure #10 and 11- Appearing in this property was undocumented soils in two different buildings in building #12 and building #4. These were tested and came back negative so it is good to dispose of. We asked DEQ if we could just use it on the site but since that is not where our approval came from we'd have to go through a pretty lengthy preapproval process to use any material on site.
- Structure #12 building #4 is the building we are keeping. This is to remove all the interior equipment including conduit, fans mounted on the wall, catwalks, and a small elevator used to move items up to the mixers. This is the building the architects mentioned in our artifact inventory to keep the large mixers where they are. So this means everything in the building is to be removed, keeping the two large mixing containers to be cleaned up as part of the artifact wall.
- Structure #13 two tanks along the north wall of building #10.
- Structure #14 the former substation, DEQ is asking that we keep the fencing around it and they will assist us with soil remediation
- Structure #15 their was a frack tank next to building #29

For all of these structures to be included in the change order, we have been given a discounted price of \$68,700. This amount would increase if you pick the items you want done for individual buildings. This amount is still well below the next low bid when we selected TriFecta for the demolition. He said it was \$959,000 as a total bid from TriFecta and

adding in the \$68,700 is still below the next bidder who started at \$1,325,000. He explained to the audience that the City of Lowell received \$2 million in direct funding from the State of North Carolina from our local delegation to bring down this site. It is <u>not</u> tax dollars. This will cover the change order and there will be more change orders. He said he went out there today and they took the slab out of the old pump house at the back of the property and found a 9ft pit with water in it. This will need to be tested and then filled in, then a grade will be put over it. LaBella is working with City staff and DEQ to make sure that gets done. He said they have tested every single slab of all these areas or 30 structures and only two remain as of today. All of the TCLP (Toxicity Characteristic Leaching Procedure) samples of the concrete slabs came back negative on this site. He congratulated council for all the years they have looked at this project thoroughly because things appear to be paying off. Staff is recommending the discounted amount of \$68700 be approved.

Councilmember Bonham asked what else is out there? Mr. Attaway said they are still pulling up slabs now and as they pull them up, DEQ's Environmental Consultant is using North Carolina's purse of funds to test the soils underneath the slab for any soil remediation needed. Then we will ask the State, out of the bankruptcy funds from this former company to use the bankruptcy funds to remediate the soils. Everything is being thoroughly tested.

With no other questions, Councilmember Gillespie made a motion that we go ahead with the consideration that the City Manager gave us and do these changes because we are there and can't go back and we still have money to do this. The motion was seconded by Councilmember Fulbright. The vote was unanimously in favor.

The item was motioned To Approve by Thomas Gillespie and seconded by JoAnna Fulbright with a passing result 5-0-1-0 Abstained by Sandy Railey

6B. Amendment to Lowell Code of Ordinances - Brunch Bill - 7:17 PM

Proposal of a new section to Chapter 130 General Offenses to regulate the sale of Alcoholic Beverages on Sundays.

Presented by Scott Attaway. He gave a brief background stating that the Ratified Senate Bill 155 by then Governor on June 30, 2017 and became effective on that date allowing cities to adopt an ordinance permitting the sale of alcoholic beverages starting at 10 am on Sundays instead of the 12pm former start time. City staff received a petition from eight local businesses asking that Council consider adoption of the Brunch Bill.

Councilmember Funderburk made a motion that we table this for a public hearing on Tuesday, November 14, 2023, seconded by Councilmember Gillespie. The vote was rejected with Councilmembers Gillespie and Funderburk voting yay and Mayor Pro Tem Smith and Councilmembers Fulbright and Bonham voting no.

There was then a discussion regarding the bill. Mayor Pro Tem Smith said his issue with tabling it is there are eight businesses in Lowell that are losing sales for people not necessarily staying in Lowell. They could be travelling through, going to a game and buying alcohol to take with them. If those sales are not in Lowell, they will go to Cramerton, Belmont, and everywhere around us to get it. It helps the city, it helps the businesses because people don't just go in and buy alcohol, they buy other things. He understands the social district that nobody wants it and completely agrees if that's what you don't want but does not agree with hurting our business owners. He said it's a two hour difference.

Councilmember Funderburk said she was approached by six different churches, Freewill Baptist, Church of God, First Baptist, Presbyterian Church, Woodlawn Baptist and the Methodist Church, and they would like for council to vote no and that is why she brought it to council. Councilmember Gillespie said to the Mayor that we did this many years ago and wasn't sure if she was Mayor then. Councilmember Funderburk said 2017. Councilmember Gillespie continued and said it [the Brunch Bill] didn't pass then and this is a rehash of what we've been through that want to do this at 10 o'clock instead of 12. He said two hours, as Mayor Pro Temp Smith said, doesn't make a difference, but to some it does. Lowell is very conservative, very religious town and people can do what they want to do but he thinks that 12 o'clock is not going to hurt anyone. If they have to go to Cramerton, Gastonia, even Charlotte, that's up to them but just because someone else is doing something, doesn't mean Lowell has to. Again, he is really proud of those that can came tonight, even if they have left the meeting, that they are just not going to stand for and don't appreciate a lot of things that deal with alcohol. We said no in 2017 and he still says no.

Councilmember Fulbright says she concurs that the business's deserve that and they've been asking for years for this and they keep getting denied. She said Mayor Pro Tem Smith is right. She has friends who tell her they will get up and go to Gastonia, a thousand feet outside of city limits, and buy alcohol and bring it right back into the city [Lowell]. People are going to drink if that's what they are going to do whether it's 10 o'clock or 12 o'clock but as far as our businesses go, they want to serve mimosa's for breakfast. If someone wants to stop by a business and buy a bottle of wine on their way home from church to serve with dinner, they can't do that until after 12. So she thinks, to be fair to businesses,

we tabled the Social District to maybe never, but let's not take a few extra dollars away from our businesses.

With no other discussion, Councilmember Bonham made a motion to approve Ordinance #10-2023, seconded by Councilmember Fulbright. The vote was accepted with Mayor Pro Tem Smith, Councilmembers Fulbright and Bonham voting yes and Councilmembers Funderburk and Gillespie voting no.

The item was motioned To Set by Candy Funderburk and seconded by Thomas Gillespie with a failed result 2-3-1-0 Opposed by Travis Smith, JoAnna Fulbright, Phil Bonham Abstained by Sandy Railey To table the vote for the Brunch Bill and set a public hearing for November 14, 2023.

The item was motioned To Approve by Phil Bonham and seconded by JoAnna Fulbright with a passing result 3-2-1-0 Opposed by Candy Funderburk, Thomas Gillespie Abstained by Sandy Railey *To approve Ordinance #10-2023* 

6C. Discussion of Amendment to Traffic Calming Policy - 7:31 PM

Presented by Scott Attaway. He gave a brief background stating that the City of Lowell has a traffic calming policy established in roughly 2016, 2017, with the former City Manager and some of this current council. What we have found since he began in 2019 is that he has never seen a situation where that policy has actually triggered a traffic calming measure, like a speed bump, road hump, etc. The last speed bump was installed in around 2014 and Mr. Shrewsbury confirmed this. He continued and said when we do get calls about speeding in certain neighborhoods, residential areas, or any area for that matter, City Police go out with a mobile radar sign and collect data. That data, time and time again, has not moved it to the caliber of needing a traffic calming measure. He asked Asst. Chief Harrison to explain more about the policy and a possible revision of the policy.

Asst. Chief Harrison informed Council of the attachments in the agenda packet and the suggestions he is considering for the policy. He then went over the areas that are highlighted, indicating they are recommended to be added to the policy. He mentioned the biggest problem with the policy is the Class A and Class B categories that the analysis would fall into using the average speed. Since the Police started conducting this, he has found that the average speed is very very low. One of the study's he did in a 25 mph speed zone, the average speed was 14 mph and in another one, the average speed was 21 mph. There was a complaint that cars were speeding in these areas but it was not triggering any real action according to the policy. He started to look at what would be a better measurement and the standard the Department of Transportation (DOT) uses nationwide is the 85th percentile (the speed in which 85% of the cars are traveling). The traffic analysis program used by Lowell Police to download information and put into graphs for better

ease has the 85th percentile setting on it. The street where the average was 14 mph, the 85th percentile was 24mph, which gets us closer to a realistic picture of how fast most of the cars are travelling. Therefore, we changed the Class A and Class B from average speed to the 85th percentile. Also under Class A, it was 0 to 9 mph and will change to 1 to 9 mph. Those were the bigger changes and other changes were minor and primarily changes in language used. He stated that he used the traffic calming policies of Lowell, Dallas, Belmont, and Kings Mountain for references that would be suitable for Lowell. Mr. Attaway added that this is only applicable to city streets as we can't do anything to NCDOT state roads. Councilmember Bonham made a suggestion that any time we do anything that relates to roads, with Police and Public Works for example, that a map could go out that highlights the roads that are not Lowell's so people will understand we are doing the best we can with what is ours and not ours. Mr. Attaway said we have a Powell Bill map where we get a portion of the gas tax back from the state every year, approximately \$90,000-100,000 a year to help repaye our approximately 13+ miles of city streets. He will ask Joe Gates to get a map out so that the citizens can see what Lowell is responsible for and what it is not.

A gentleman asked if this was up for discussion. Mayor Railey said no sir. The gentleman continued talking anyway asking what the criteria for 300 vehicles before you can get speed bumps. He said if you only have 250 [vehicles] and they are doing 60 in a 25, does it qualify [for speed bumps]? Mayor Railey allowed Asst. Chief Harrison to answer. He stated that most of the city's around us are 500 vehicles and he chose 300 because we are a smaller city. He didn't have the figure in front of him but Lowell had well over 300 on all of the streets studied so far. The gentleman asked if that was a day or 24 hour period. Asst. Chief Harrison said that was average of the 10 days studied. The gentleman said "so anyone less than 200–300 wouldn't qualify even if they are doing 60 in a 25?" Asst. Chief Harrison said the smallest area that we referenced was well over 300 cars.

The item was motioned To Approve by Travis Smith and seconded by Phil Bonham with a passing result 5-0-1-0 Abstained by Sandy Railey
6D. Budget Amendment #5 - 7:40 PM

Presented by Lisa Nolen, Finance Director. She stated there were accrued interest in the amount of \$1,239.37 observed after moving the ARPA funds and closing the bank account. This amendment will move these remaining ARPA funds to the General Fund.

The item was motioned To Approve by Travis Smith and seconded by Thomas Gillespie with a passing result 5-0-1-0 Abstained by Sandy Railey

### 6E. Budget Amendment #6 - 7:41 PM

Lisa Nolen presented. She said this budget amendment is to move the ARPA interest to the Community Investment Fund (CIF).

The item was motioned To Approve by Candy Funderburk and seconded by Phil Bonham with a passing result 5-0-1-0 Abstained by Sandy Railey

#### 6F. Resolution #07-2023 - 7:41 PM

Mr. Attaway said this is a resolution to formerly adopt the CIF in the city's financial system as mentioned last month and in the budget retreats. It's an account to use for capital purchases above the \$75,000 amount. This was set place by the council to have funds available for critical infrastructure as it relates to city facilities, like water and sewer infrastructure, smaller city road projects and Parks and Recreation items as well.

The item was motioned To Approve by Travis Smith and seconded by Phil Bonham with a passing result 5-0-1-0 Abstained by Sandy Railey

#### 6G. Budget Amendment #7 - 7:43 PM

Presented by Lisa Nolen. She said since we approved the resolution to formerly adopt the CIF, this is an amendment to move all the CIF funds, that was originally moved within the General Fund, into it's own fund or fund #41.

The item was motioned To Approve by Phil Bonham and seconded by Thomas Gillespie with a passing result 5-0-1-0 Abstained by Sandy Railey

6H. Consideration of Approval of City of Lowell Task Order with Withers Ravenel/ DWI Project No.: SRP-W-ARP-0301 / American Rescue Plan Act (ARPA) / Pre-Construction Planning Grant (PCPG) - 7:44

Presented by Scott Attaway. This is in relation to our DWI project. This is a grant the city applied for our Wastewater treatment plan to be studied and a possible merge regionalization with Two Rivers utility provider. The \$400,000 grant we received, located in the packet, will show the application and the engineer that prepared the grant, LaBella. They had a total project cost of \$669,850 and the resolution approving that is also included. Staff is recommending this Pre-Construction Planning grant be awarded to WithersRavenel in the amount of \$588,000. That leaves a balance of \$188000, which would be paid from a combination of funding sources, including system development fees from oncoming developments going on in Lowell, water and sewer fund balance and the direct funds that we receive from the state of North Carolina in the most recently approved state budget of \$8.25 million dollars. Representatives, Ken Orie and Amanda Whitaker from WithersRavenel were in the audience and allowed to speak. Mr. Orie discussed the project

of working with Lowell's regional partners to lower the burden on the rate payers in the future. It involves the typical planning, design, surveying as well as construction observation. There is also a section to ensure the city is in compliance throughout the term with the State.

The item was motioned To Approve by Candy Funderburk and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Sandy Railey

61. Centralina Regional Council Statement of Work Amendment for approval - 7:48 PM

Presented by Scott Attaway. He stated our contract with Centralina to oversee the exterior construction of the Community Center and the second set of homes from the CDBG Neighborhood Revitalization grant expired at the end of September and we now have to do another Statement of Work Amendment with Centralina. The updated version is on your desks (attached) because the one in the packet was incorrect with a home included that dropped out and another that didn't qualify. The additional fees for this is \$7000 to be paid out of the CDBG-NR grant funds. Ms. Ramsey added that Centralina corrected the amount by lowering it approximately \$2000 for the two houses that should not have been included.

The item was motioned To Approve by Candy Funderburk and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Sandy Railey

#### 7. Reports / Discussions

#### 7A. City Manager Report - 7:51 PM

Presented by Scott Attaway.

- 1. Good news! We received, and sent to the public on last Friday [Oct 6, 2023], that the city was awarded another \$500,000 grant from the Land and Water Conservation fund for Harold Rankin Park renovation project. We are waiting on the contract for the Part F funds of another \$500,000 grant awarded to the city for a total of \$1 million awarded for this first phase of Harold Rankin Park, which is fantastic! It is on social media but for those who may not have seen it, this is for a new restroom facility, expansion of the playground, and the lower ball field will be more rectangle. The second phase will encompass the primary ball field on the redevelopment plan. Other small things will be included like the pickle ball courts at the existing basketball court, adding a half court basketball area, a trail in the woods, and bocce [pronounced baa-chee] ball.
- 2. We did receive direct funding from the State of North Carolina's budget in two parts.
  One for \$8.25 million for water and sewer rehabilitation, construction and expansion projects. These are direct funds which is essentially like a grant and we do not pay this back as long as they are administered correctly. The second part was discretionary funds for the

downtown parking improvements and community center interior remodeling of \$150,000 also from the State of North Carolina's approved budget.

- 3. We received, for the DWI project, \$7.9 million for water and sewer upgrades. A little over \$2 million of that is a grant where \$500,000 is the principal forgiveness, leaving us with about \$5.3 million amount for the construction project WithersRavenel just talked about. That remaining \$5.3 million is at a .74% interest rate and that is a phenomenal rating program that is offered by DEQ and DWI.
- 4. Thanks to all the staff and the legwork done to get all these grants. He also said the Fall Festival was the best he's ever seen it. He said we'll take any and all concerns provided seriously and try to account for everything we can. Shout out to all the city employees and staff volunteering. They have really been working hard.

7B. City Attorney Report - 7:56 PM Nothing to report.

### 7C. Mayor and City Council General Discussion - 7:56 PM

Councilmember Gillespie thanked Mr. Attaway and his staff. He said 'this man has done a magnificent job'. In three years and seven days, Mr. Attaway has done things that others failed to do in years. He has been on this council for a long time and Mr. Attaway has brought a Thread Trail from South Carolina to Spencer Mountain, not yet but coming, for the people to exercise and walk and just do great things. This is all because he has a good staff and a good vision to see these things. He's gotten more grants than anybody he's known as a City Manager. He has worked on a Public Works facility and getting the dump trucks to the outer part of Lowell which includes an annexation of hopefully 400-500 houses. Mr. Attaway has done some things nobody has ever done. A riverfront park in the works with kayaking and an amphitheater. He heard someone say 'oh that's just what Lowell needs, another park'. Yes we do need another park because we do. He is trying to get a new police station and City Hall too. He is working hard! Last but not least, this was the biggest and best Fall Festival with a wonderful band we ever had. He wanted to say hats off to him, his staff, and this council. If you listen to this YouTube you can see a lot of good things have been mentioned that are done right and we are going to keep on in the future.

Mayor Pro Tem Smith wanted to echo what Gillespie said with a lot of good things going on and a lot more to come. He thanked the audience for coming. He reminded people

about the River Sweep also this past Saturday morning [Oct 7, 2023]. Last year we had seven people show up and this year there were 35. It was a good weekend in Lowell!

Councilmember Funderburk thanked the citizens for coming out and this is the most we've had, which is usually for the budget or something controversial. She invites people to come when it's just regular stuff too, like the sewer system. This and stormwater stuff are things we have to talk about and people don't understand what really goes on running a city. Scott and his staff have done an excellent job with grants and it takes more than one person to do that and it takes time. We've been working on the revitalization of the Birch St area for years and the grant people take the money away because we can't do this or that and then the city gets the blame for everything. Sometimes it is not the city's fault and she wished people would realize that and do more research instead of blaming those here. Sometimes we make mistakes as we are human too. She thinks the city is doing good and went walking on the trail the other day for two miles and learned how to play bocce ball with the seniors and had a great time. Hope a lot more activities will come for our citizens soon, so just hang on!

A lady from the audience spoke about her upbringing here in Lowell [mostly inaudible as she was speaking very low and had on a mask].

Councilmember Bonham reminded everyone including council that we are a Mayor-Council form of government and there is a lane that council lives in with the things we do and do not do. Knowing where we live is very important as it keeps the city safe, legally, and from disruptions. It is not up to us to approach, even as customers, any city employee in any capacity outside of the City Manager. If I had a concern, I'd take it straight to the City Manager and not the department it is referred to. I do not take my personal opinions about a specific department to that department employee, whether I think their job is warranted or not, it is not for discussion. I don't set employees up via third party phone calls or anything else. We have a job to do here and we don't have to all agree but we have to live in a certain manner that is respectful and courteous and upholds and takes into consideration everything we put forth and that is to be transparent, to be inclusive. Anything other than that, undermines the mission of this council.

Councilmember Fulbright echoed the thoughts of thanking you all for being here to voice your opinions tonight. She said although we don't always agree and you might not agree with the decisions made here, we are balancing to make the city run and a profit for

everyone. She applauded all of the audience for their morals and their faith. We [Council] too have Christian beliefs and faith but we also have to keep the city running and be fair to our businesses. She said if her mother were alive today, they'd be face to face arguing this point but we're in a position that we have to make tough decisions sometimes. Thank you for being here and allowing us to hear your voices.

Mayor Railey thanked everyone for coming and that each one of them are appreciated. She invited them to please come again.

At 8:07 pm, Councilmember Bonham then made a motion for a 10 minute recess before the closed session, seconded by Mayor Pro Tem Smith. The vote was unanimously in favor.

The item was motioned To Break by Phil Bonham and seconded by Candy Funderburk with a passing result 5-0-1-0 Abstained by Sandy Railey

To have a 10 minute break before Closed Session.

#### 8. Closed Session

8A. To Discuss the Acquisition of Real Property Pursuant to NCGS 143-318.11(a)(5) - 8:16 PM Councilmember Funderburk made a motion to go into Closed Session to discuss the acquisition of real property pursuant to NCGS 143-318-11(a)(5) at 8:18pm, seconded by Mayor Pro Tem Smith. The vote was unanimously in favor.

Councilmember Bonham made a motion to come out of Closed Session, seconded by Councilmember Funderburk. The vote was unanimously in favor.

The item was motioned Convene into Closed Session by Candy Funderburk and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Sandy Railey

The item was motioned ReConvene into Regular Session by Phil Bonham and seconded by Candy Funderburk with a passing result 5-0-1-0 Abstained by Sandy Railey

#### Adjournment

### 9A. Meeting Adjournment - 9:03 PM

Councilmember Fulbright made a motion to adjourn, seconded by Councilmember Bonham. The vote was unanimously in favor. The meeting adjourned at 9:04 pm.

The item was motioned To Approve by JoAnna Fulbright and seconded by Phil Bonham with a passing result 5-0-1-0 Abstained by Sandy Railey

Attest:

Cherul Ramsol, City Clork

iandy Railey, Mayor



## **City of Lowell**

## **Regular City Council Meeting**

#### **Discussion of Forensic Audit**

Meeting	Agenda Group	
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6H	
Reference File	Presented By	

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 5-8-2024

**Re: Discussion of Forensic Audit** 

Mayor Simonds has requested this agenda item and would like to discuss a forensic audit of the City of Lowell from 2010 - current.



# City of Lowell

## **Regular City Council Meeting**

### Consideration of Budget Amendment #13

Meeting	Agenda Group	
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6I	
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: May 7, 2024

Re: Consideration of Budget Amendment #13

This is to receive funds for the FY 2022 Water AIA Grant. This is the final payment for this grant from FY 2022.

### **Attachments**

Budget Amendment #13 FY 2023-2024.pdf

### City Of Lowell Budget Amendment #13 Budget Ordinance FY 23-24

**BE IT ORDAINED** by the City Council of the City of Lowell, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

**Section 1**: To amend the Water/Sewer Fund, estimated revenues are to be changed as follows:

Water/Sewer Fund: Revenue:		
30-3303-0000 Water AIA Grant-FY 2022	<u>Decrease</u>	<u>Increase</u> \$67,521.00
This will result in an increase of \$400,000.00 in the Water the revenues budgeted for FY 23-24 from \$1,755,7093.24		, ,
Section 2: To amend the General Fund, the appropriation	s are to be chang	ged as follows:
Water/Sewer Fund: Expenses:		
30-8200-0400 WWTP-Professional Services	<u>Decrease</u>	<u>Increase</u> \$67,521.00
This amendment will result in an increase of \$400,000.00 Professional Services in FY 23-24 from \$10,000.00 to \$450.000.00 to \$		ppropriations for
<b>Section 3</b> : Copies of this budget amendment shall be furn the Budget Officer and the Finance Officer for their direct		k of the City Council, and to
Adopted this day of May, 2024.		
A 44 4.		Mayor
Attest:		
City Clerk		



# City of Lowell

## **Regular City Council Meeting**

### Consideration of Budget Amendment #14

Meeting	Agenda Group	
Tuesday, May 14, 2024, 6:00 PM	New Business Item: 6J	
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: May 8, 2024

Re: Consideration of Budget Amendment #14

Please see the attached Budget Amendment #14 to receive funds for the Township Grant from Gaston County.

### **Attachments**

Budget Amendment #14 FY 2023-2024.pdf

### City Of Lowell Budget Amendment #14 Budget Ordinance FY 23-24

**BE IT ORDAINED** by the City Council of the City of Lowell, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

**Section 1**: To amend the Water/Sewer Fund, estimated revenues are to be changed as follows:

General Fund: Revenue:					
10-3300-0000 Township Grant	<u>Decrease</u>	<u>Increase</u> \$31,000.00			
This will result in an increase of \$31,000.00 in the General revenues budgeted for FY 23-24 from \$5,009,073.93 to \$5		d revenues, bringing the			
Section 2: To amend the General Fund, the appropriations are to be changed as follows:					
General Fund: Expenses:	Decrease	Increase			
10-6120-1501 CC-Maint. & Repair-Bldg/Grounds	Decrease	\$31,000.00			
This amendment will result in an increase of \$31,000.00 in Community Center Maintenance & Repair-Building/Grour \$36,000.00.		** *			
Section 3: Copies of this budget amendment shall be furnished to the Clerk of the City Council, and to the Budget Officer and the Finance Officer for their direction.					
Adopted this day of May, 2024.					
Attest:		Mayor			
City Clerk					