Lowell North Carolina

City of Lowell

Council Meeting Agenda

Tuesday, June 11, 2024, 6:00 PM City Hall 101 W. First Street Lowell, North Carolina 28098

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 05-14-2024 (p. 3-24)

3: Special Presentation

- 3A. Annual Presentation by Lead for NC Fellow Emiyah Watkins (p. 25)
- 3B. Proclamation 04-2024 Juneteenth 2024 (p. 26)

4: Consent Agenda

- 4A. Finance Update (p. 27-28)
- 4B. Geographic Information System (GIS) Report (p. 29-30)
- 4C. Stormwater Report (p. 31)
- 4D. public works update (p. 32)
- 4E. Police Report (p. 33)
- 4F. Planning Report (34-35)
- 4G. Parks and Recreation Report (p. 36-37)
- 4H. Communications Report (p. 38-39)

5: Unfinished Business

- 5A. Public Hearing to Closeout the FY17 Community Development Block Grant (CDBG) Neighborhood Revitalization Program (p. 40)
- 5B. Public Hearing Spencer Ridge Development Agreement (p. 41-95)
- 5C. Consideration of Budget Amendment #13 (p. 96-97)
- 5D. Amended Grant Project Ordinance Lowell WWTP Planning Grant (SRP-W-ARP-0301) (p. 98-127)
- 5E. Consideration of Budget Amendment #15 (p. 128-129)
- 5F. Public Hearing for Adoption of the Fiscal Year 2024-2025 Annual Budget Ordinance (p. 130-179)

6: New Business

- 6A. Consideration to Approve the Audit Contract for the Fiscal Year ending June 30, 2024 (p. 180-191)
- 6B. Consideration of Ordinance 2-2024 To Allow for a Reserve Police Officer/Auxiliary Police Officer Department (p. 192-199)
- 6C. Consideration of Adopting the Water and Sewer Capital Improvement Plan (CIP) (p. 200-203)
- 6D. Consideration of Budget Amendment #16 (p. 204-205)
- 6E. Consideration of Budget Amendment #17 (p. 206-207)
- 6F. Consideration of Budget Amendment #18 (p. 208-209)
- 6G. Consideration of Budget Amendment #19 (p. 210-212)
- 6H. Consideration of Budget Amendment #20 (p. 213-214)
- 61. Consideration of Budget Amendment #21 (p. 215-216)
- 6]. Consideration of Budget Amendment #22 (p. 217-218)
- 6K. Consideration of Budget Amendment #23 (p. 219-220)
- 6L. Consideration of Budget Amendment #24 (p. 221-222)

7: Reports / Discussions

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

8: Adjournment

8A. Meeting Adjournment

Date Posted: June 7, 2024



City of Lowell

Regular City Council Meeting

Approval of Minutes 05-14-2024

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Approval of Minutes Item: 2A
Reference File	Presented By

Approval of Minutes for Regular City Council Meeting held on 05-14-2024

Attachments

Regular-City-Council-Meeting-05-14-2024-minutesdraft

** 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 28098 May 14, 2024, 5:57 PM - May 14, 2024, 8:46 PM

Roll Call: (The following members were in attendance)

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

1. General

1A. Call To Order- 5:57 PM

Mayor Larry Simonds called the meeting to order at 6:00pm. City staff present were City Manager Scott Attaway, City Attorney John Russell, Police Chief Moore, Police Asst. Chief Harrison, Planning Director Tyler Cobb, Interim Public Works Director Thad Buchanan, Finance Director Lisa Nolen, 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 - 6:02 PM

Joe Heffner, Pastor of the Lowell Church of God gave the Invocation. Mayor Simonds then asked for a moment of silence for the fallen Police Officers in Charlotte, NC. Mayor Simonds then led the audience with the Pledge of Allegiance. Mayor then welcomed Steve Rhyne back from a military deployment.

1C. Adoption of Agenda for this Meeting- 6:02 PM

The item was motioned To Approve by Travis Smith and seconded by Scott Bates with a passing result 5-0-0-0

1D. Public Comments - 6:03 PM

- 1. Wayne Buchanan of 620 Geer St, Lowell stated we need the audit [additional audit proposed by the Mayor] to see where our money is going. He said if it was taken care of by the last city council, we wouldn't have to do this. He said the mayor is trying to help the City of Lowell and he's never seen it as bad as it is right now.
- 2. Candy Funderburk of 600 Rogosin Blvd, Lowell said an audit is to ensure financial statements are accurate and in compliance with the county's standards and regulations. She said during her eight year tenure on council [previous council] they were in compliance and approved by the State. She stated "a forensic audit is an in depth investigation scrutinizing financial records, transactions to identify fraud or misconduct. He's [pointing to Mayor

Simonds] implying the past council was fraudulent. At that time, Mr. Chitwood was on there [council] and Mr. Robinson and we accepted the audits as presented and never had a problem." She said it is going to cost \$30,000-50,000 per year or 14 years the mayor has recommended. She said the total is \$300,000-\$500,000 the city would have to pay and citizen's tax dollars. She said another audit is ridiculous and mentioned that the current mayor was mayor in 2014 to 2015 and suggested council do that one year.

She asked about the budget and particularly the bulk pickup suggestion to be changed from quarterly to monthly. She said that could possibly end up being more money in the long run with more repairs to the trucks, tires and more gas. She said they also need to be thinking of the employees and how that will be a lot of work on them and they could be injured. She suggested they [Public Works] needed a big raise.

She said the General Fund revenue is up by 13.7% and that is wonderful and out of that is the Administrative salaries. She said she heard council wants to cut six (6) positions. She said last year when she was on council she admitted she didn't agree with about three of them but now that they are here and if they are cut, you're cutting off their livelihood to their families. She said the COLA was suggested at 3.5% but you want to cut it to 2.5%. She said that is only \$1749 or not a lot difference. She said cutting the positions will make it difficult to get and administer grants and asked who will do that if they are gone because it will be too much work? She said she saw that the stormwater fee is going to be reduced from \$6.75 to \$4.75 and that is going to have to be increased in the future for the needs of the stormwater repairs. She said the "water bills are going to go up even if those 6% or 7%, even though some of you guys are out there promising lower bills. That is going to go up. The old saying is 'don't cut your nose off to spite your face'. The tax cut, tag fee and everything yall are proposing, then with the water rate increase is only going to save my family \$16 a month. Seems like yall want to cut cut cut to make yourself look good with all the promises you made, but setting up future council to look bad as a tax increase may have to happen to fund future projects, but I hope not."

- 3. John Cato 109 Walnut St, Lowell, NC asked about the audit and if it was passed. Mayor Simonds said it hasn't been passed. Mr. Cato asked council to do it because the people want to know how much money was spent and where it is going. He mentioned [previous council] spending \$300,000k for church property and he wants to know where the money is going. He said he heard what Candy just said but he wants to know where the money is. He also said council needs to vote on making it a three lane road by the middle school for the residents to be able to get in and out.
- 4. Bill Knox 5105 Meadow Run Dr. Lowell, NC stated he is against having a forensic audit. He asked when the topic comes up that each councilmember express their individual thoughts on the issue for example "yes you believe criminal activity has taken place and you want an investigation done, or you don't." He said let's put this to rest one way or another. He said we are all about saving money and the audits are online except the one from this past January where he said it was up for a motion to accept but not sure why this council did not do so. He said this is a distraction going back 14 years which is at least \$200-300 thousand dollars. He again asked each councilmember to comment to let the citizens know how they feel.
- 5. Paul Williams, 703 McAdenville Rd, Lowell NC he said with the exception of Scott [Bates], all remaining council members have been on the council at some point in the past 12, 14 years that the forensic audit has been proposed. He said if you suspect criminal wrong doing then that is going to reflect back on yourselves. He said he doesn't think anything has been done wrong, even if he doesn't agree with how the money has been spent but to

insinuate criminal activity and to pay \$250-500 thousand is a bold move. He said he'd love to see his taxes cut but doesn't see how we can cut everyone's taxes without making significant cuts in fire, police, safety, personnel, etc. and somehow fund a \$250,000 audit for example, That money has to come from somewhere.

He also wanted to thank city officials and personnel for recent tornado and there hard work to help the citizens.

6. Ed Jackson [does not reside in Lowell but has property and pays taxes here] - he wanted to speak on the audit. He said he has had 60 years of experience with Butler & Stowe (external auditors for the city) and thinks there is no one better nor ethical than that group. He said Ms. Thornton (of the firm) has had no problems and the State has already agreed to that audit. He ended with "don't waste our money."

Mayor Simonds said he "asked the Clerk to put the firm [auditing firm] at the beginning of the meeting so we can talk about it because he came from Lexington, NC. That way you don't have to wait until the end of the meeting to find out what we are speaking about or what I'm speaking about or asking council to do. It's up to the council to vote up or down on anything. Here's the thing about it, and I understand that yall have a lot of myths in front of you, you don't know anything about a budget. I'm not fussing to the citizens, I'm just letting you know. For the past years since he's [pointing at Mr. Attaway] been here, when he sets a budget, he overstates expenditures and understates the revenue. If you look at our audit, it justifies what I'm telling you. We take in more money every year than what is proposed to be taken in. That's what throws a red flag to me. And listen, it's not our place to pass the audit from last year. They should've passed it instead of doing all these special meetings in December and it should have been taken care of as business. From what I understand, I have never met Mr. Caric, with the CPA firm from Lexington, NC but I would like council to have the decency to move it up to the top of the agenda and let's discuss in front of the people and let's ask questions like the guy said earlier. Here's the thing about it Ed, and I'm not calling you out, I'm just talking to you directly. I understand Butler and Stowe's a good company but think about this, we paid \$43,000 for the audit for ARPA whatever it was and Mr. Caric charged Ranlo \$4000 and for the whole year at Ranlo from what I understand they were just charged \$15,000. Look what we've paid. It's just not, you have to compare apples...look this is a small town and we're looking on monies that we have. I'm asking the council to allow us to talk with Mr. Caric about potential audit or whatever. It's up to the council. We don't need to back no further than 5 years in my opinion but it's up to the council. Can I have a motion that we move this to the top of the agenda so we won't make the man wait until 11 o'clock tonight. Is that feasible. Do we have a motion to do that?" He apologized to Mr. Caric for the item being at the end of the meeting.

Councilmember Chitwood said it is under New Business and we could've have moved it up... Mayor Simonds interrupted and said he asked the Clerk to do that two weeks ago. Councilmember Chitwood said "I gave you a chance to speak." Mayor Simonds told him to go ahead. Councilmember Chitwood said "what I was going to say is that we could have amended the agenda before we adopted it and you..." Mayor Simonds agreed and said he admits that when he's wrong, he'll say he is. Councilmember Chitwood said "good let's move onto the next agenda item." Councilmember Bonham said "that's assuming anyone wants to even have this discussion."

2. Approval of Minutes

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

There was a brief confusion by the Mayor on whether the minutes had already been approved. It was determined that they had not and a motion was made. Councilmember Robinson abstained from the vote since he was absent during this meeting.

3. Special Presentation

3A. Citizen Academy Graduation - 6:18 PM

Mr. Attaway mentioned that we had four participants this year and three of them are in attendance. He briefly described the Citizen Academy and some of the things the class got to do and departments they were able to hear from. Cheryl Ramsey then recognized them all and presented them with a framed certificate signed by the Mayor. Participants included Tamika Hopper, Laura Lovelace, and Kelly Busher and Scott Wilson (absent). Mayor Simonds thanked all for participating and wanting to learn more about their city.

3B. Proclamation National Public Works Week May 19-25, 2024- 6:20 PM

Councilmember Robinson made a motion to accept the Proclamation. The Proclamation was then read by Mayor Simonds. It was then seconded by Councilmember Smith. Mayor Simonds lead the audience to an applause for the Public Works department and thanked them for their hard work.

The item was motioned To Adopt by Shane Robinson and seconded by Travis Smith with a passing result 5-0-0-0

3C. Proclamation of National Police Week - May 12-18, 2024 and Peace Officers Memorial Day May 15, 2024-6:23 PM

The Proclamation was read by Mayor Simonds. Mayor Simonds lead the audience to an applause for the Public Works department and thanked them for their hard work.

The item was motioned To Approve by Travis Smith and seconded by Scott Bates with a passing result 5-0-0-0

4. Consent Agenda

The item was motioned To Accept by DeWayne Chitwood and seconded by Phil Bonham with a passing result 5-0-0-0

- 4A. Finance Update- 6:26 PM
- 4B. Stormwater Report- 6:26 PM
- 4C. Planning Report 6:26 PM
- 4D. Police Report- 6:26 PM
- 4E. Communications Report- 6:26 PM
- 4F. Public Works Report- 6:26 PM
- 4G. Geographic Information System (GIS) Report- 6:26 PM
- 4H. Parks and Recreation Report- 6:26 PM

5A. Public Hearing - Map Amendment (General, Rezoning) - 603 Groves Street - JPFJ LLC- 6:26 PM

Mr. Attaway apologized to the audience for the technical difficulties and stated Mr. Cobb is at the desk with the City Clerk to help navigate the items being presented. Mr. Tyler Cobb, Planning Director, then discussed the rezoning application received. He stated this is to have 603 Groves St rezoned for the back five acres of the property from Mixed Use 2 (MU-2) to Industrial (see agenda packet) so that Choice, USA can expand their business. Mayor Simonds asked if they are wanting to just add onto the facilities? Mr. Cobb said currently in the Mixed Use criteria, bottling is not allowed, so in order for them to expand their business, they need to have the back 5 acres rezoned to Industrial in order to do so. Mayor Simonds asked if the Zoning Board has already approved this. Mr. Cobb said yes. There were no public comments. Councilmember Chitwood asked if it was just the brown portion (of the map in the agenda packet) that was being considered. Mr. Cobb said the blue checkered section is the property to be rezoned. Councilmember Chitwood asked if it only effects this area, nothing around it? Mr. Cobb said yes and that staff is recommending it as it is consistent with the town's Comprehensive Land Use plan.

Councilmember Robinson asked if they just purchased this land by section. "That full parcel is there, and basically they are asking to rezone their land. So I'm assuming when we went to the LDO, we took a section of their land and zoned it to MU-2?" Mr. Attaway said he doesn't recall exactly as it was a few years ago when this was done but the city found some areas where there were parcels that had split zoning and when they were found, you kept the split zone. He said we wouldn't have gone in and split a parcel and was not positive this was recombined since then. Mr. Cobb said to his knowledge it has not been recombined.

Mayor Simonds asked if anyone had any questions. John Russell reminded council that when they make a motion they need to have a consistency statement noted on pg. 34 of your packets. Basically anytime you are doing a rezoning to your map, you have to have a statement of consistency. The Mayor asked if that has to be part of the motion? Mr. Russell said you have to approve the rezoning and also to find that that approval is consistent with the Comprehensive Land Use plan.

After Councilmember Bonham's motion to approve the rezoning, Mayor Simonds asked if he was combining the two motions? Councilmember Bonham said yes. Mr. Russel said this was ok. The motion and subsequent vote stands.

The item was motioned To Approve by DeWayne Chitwood and seconded by Travis Smith with a passing result 5-0-0-0

To go into public hearing

The item was motioned To Approve by Phil Bonham and seconded by DeWayne Chitwood with a passing result 5-0-1-0 Abstained by Larry Simonds

To come out of the Public Hearing

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

To approve the rezoning application and the proposed application is consistent with the City of Lowell's 2040 Comprehensive Land Use Plan and will result in the development of the IND, the Planning and Zoning board considers and affirmative vote to be reasonable and in the public's interest.

5B. Public Hearing Spencer Ridge Development Agreement - 6:32 PM

Mayor Simonds made a recommendation that since this is so large [of a property] and he can't read the names of the surrounding neighbors that need to be contacted [to have another meeting]. He said "you can't even make out

your map and I have to have bifocals to make it out. We need to have another meeting to where the council can first of all look at this thing and the neighbors need to be involved because it's going to effect them and the citizens forever. First of all when you approve something this massive, it needs to be done 100% correctly. I can't read the names, can you [to council regarding the names of the citizens]." Mr. Attaway said "we can definitely provide maps where you can see that but I will say that the surrounding community were notified when the rezoning came through when this development was approved but that's not what this is. That was done quite some time ago. This is a development agreement more so to spell out the phasing and utilities coming there, amenities, etc. but it's up to the council for what you wish to do." Councilmember Smith asked if this has all been approved with the Catawba River Keeper with donating the 60+ acres to stay off the river? Mr. Cobb said "going back to everyone being notified, the surrounding neighbors were notified. It was public.. "Mayor Simonds interrupted asking what the date was on that? One of the Councilmembers said July 2022. Mayor Simonds said "it was a different time back then and all the promises and things in this agreement...this council is new. All of us are new and I think we need to take our time and look over this and study it hard and make sure that every 'i' is dotted and every 't' is crossed. Councilmember Smith asked the mayor to allow the Planning Director to finish what he was saying. Mr. Cobb said the rezoning request was set March 8, 2022 and the community meeting was set March 30, 2022. It was taken to the Planning Board on April 2, 2024, the public hearing was requested April 9, 2024 for today.

Mr. Attaway added that council received an edited version of the request late today because it was getting hatched out between the two attorneys. He thinks the intent was to review this in the public hearing that if there are any substantial changes in that, that is what will be brought to light for discussion. Mayor Simonds said "we are in a public discussion about this and in the agreement, in the very beginning, whenever Belmont and (inaudible) came to council and asked to be brought into Lowell, there was nothing required for us to do anything." Councilmember Chitwood said "as far as that goes, it's already been said and done. That's not what we are here for, it's said and done. But what I was trying to say was this was just giving to me today and I would prefer to wait, before I vote on anything, to read the changes." Mayor Pro Tem Bates agreed. Councilmember Chitwood said he understood attorneys have to hash out things but he doesn't like getting items the day of the meeting and would prefer getting them beforehand. Mayor Simonds said there is no need to rush into it and thinks it should be tabled until they had an opportunity to study it. Councilmember Chitwood said he doesn't have a problem setting it to the next meeting. Mr. Russel said "to do that, since you are still in the public hearing, you would just need to make a motion to continue the public hearing until you want to have the date of the June meeting at 6pm at Lowell City Hall. That way it doesn't need to be re-advertised to do anything further, just have it continued."

After the motion to continue to the June 11th council meeting, Mayor Simonds asked what was the purpose of the public hearing? He said "if it's already set in place, what the hell are you voting on?" Councilmember Chitwood said "excuse me." Mayor Simonds asked again "why are you voting on it if it's already set in place? Just because it is a public hearing, you have an opportunity just like you got blindsided today, I got blindsided." Councilmember Chitwood said there is a motion on the table to continue it until the next meeting. Councilmember Smith then seconded the motion. Mayor Simonds said "under the discussion, you look at what all needs to be said, and you think in your mind you can, but why would we be having a public hearing if this is already passed?" Councilmember Smith said "do you want us to go over it, [after] just now getting the information?" Mayor Simonds said "it's so wrong it's not funny and it needs time to be studied because this effects every citizen in Lowell." Councilmember Smith asked the Mayor if he can't read 30 pages in 30 days? Mayor Simonds said we "got blindsided today and you

got a motion and second to table it to the next regular meeting, is that what your are saying?" Councilmember Chitwood said yes. Councilmember Chitwood said he would like to see if any of the public here wanted to speak on this. Mayor Simonds asked the audience. There were no public comments.

The item was motioned To Approve by Travis Smith and seconded by Scott Bates with a passing result 5-0-1-0 Abstained by Larry Simonds

To go into the public hearing

The item was motioned To Table by DeWayne Chitwood and seconded by Travis Smith with a passing result 5-0-1-0 Abstained by Larry Simonds

To continue the public hearing to the June 11th meeting at 6pm.

5C. Consideration to adopt the City of Lowell 2024 Legislative Advocacy Agenda- 6:39 PM

Mr. Attaway reminded council that this was discussed in the last City Council work session and that there were no changes recommended. He said he mentioned then that he would bring to council correcting the name misspelling of a councilmember and it is before you to adopt. During the discussion, Mayor Simonds asked if "this includes all that new impact money as far as different things you have encompassed in here right?" Mr. Attaway said "this is a request for federal, state, and county government advocacy . This is an advocacy for certain projects, certain grant funding to continue at the state level, such as Part F or things that we are currently benefitting from or hope to benefit from in the future, road improvements, etc." There was no further discussion.

The item was motioned To Adopt by Travis Smith and seconded by Phil Bonham with a passing result 5-0-0-0

6. New Business

6A. Presentation of the Proposed Fiscal Year 2024-2025 Budget- 6:41 PM

Mr. Attaway said he submitted the City Manager's Budget Ordinance and budget document to council today as well as it was submitted on the city website, social media account. There is a copy available for public review at City Hall and the Lowell Branch library. He thanked all staff for their help on the FY24-25 goals. He mentioned the dates of the retreats and Councilmember Chitwood stated that March was skipped due to conflicts. Mr. Attaway agreed and stated he will amend the City Manager Ordinance. He began to go through the message and budget.

Mayor Simonds interrupted and asked if it is correct [amount] about the Bob Bolick park funding of \$1,800,000. Mr. Attaway said yes. Mayor Simonds asked how we are going to do that, where is that money coming from? Mr. Attaway said that we are not, it is a project that is not funded. We are just showing that they are outstanding projects. Mayor Simonds said "you have a lot of stuff on here that we just got today and I don't appreciate this just coming today. You've had the amendment since the last time we had a meeting to bring stuff to the council. All this money, every penny in the bank and wherever else belongs to the citizens of Lowell. CIF money, whatever you want to call it, and to come in here and tell you that they want you to set a public hearing to adopt this budget without further review and that would be the public hearing, I understand that, but we all need an education on where's our money, every account we have, our water and sewer. All that stuff you blindsided the citizens with by putting on the internet, what's been done. Nothing has been done, nothing has been approved and until the budget is approved, nothing's approved. Councilmember Chitwood said it would be discussed in the public hearing and we have 30 days. He said that is enough time for him to review it. Mayor Simonds said so you want to set a public hearing. Councilmember Chitwood said no, he wanted the City Manager to finish what he was talking about. Mr. Attaway continued with the budget breakdown.

During the discussion of the line items regarding potential employee COLA and merit increases, Mayor Simonds interrupted and said "before you get too far, you don't have the car tax for automobiles included. I talked to (inaudible) and the car tax, a year and a half went by that none of you got the money because it wasn't collected. So you need to add back into that money coming in. How much did you get for the campers, cars and trucks and all the stuff you pay taxes on in addition to the homes. It's not included in your total value of Lowell. IT IS NOT INCLUDED..." Mr. Attaway interrupted and said "the motor vehicle is included in my ad valorem calculations. The \$10 tag fee".. Mayor Simonds interrupted and said the tag fee has nothing to do with it, I'm talking about the taxes on a vehicle like if your car costs \$30,000 and you're paying." Mr. Attaway said we have approximately \$40,000,000 of that. Mayor Simonds said "it is not included. I'm telling you, the total value is not in there. Now listen, if you go house by house, listen I'm not an idiot, you go house by house, land by land, all the properties in Lowell and add them up, you're taking in over \$3 million in just residential property and commercial property and all the growth that we have is not included in that either. You don't add for that. Just like last year, all the money you took in. Every penny should be accounted for and the way you do that is when you have your annual audit every year and you're never in compliance with that. You're always under what it really comes in and to overstate your expenditures and understate the revenues is a wrong as anything in the world but it needs to be corrected. I'm not the one to correct it, but I'm not going to sit here and let you do what you do, but the council will do whatever they want to do. But in my opinion Scott, everything has to be accounted, all the CIF money that you say we have in the bank and different funds, I don't see it. We have never seen every bank account. How many different facetsof money, I'm talking about bank holding money, who else?" Councilmember Smith asked if we could get back to the agenda? Mayor Simonds said this is the agenda. Councilmember Smith said you might get your answer if you just listen. Mayor Simonds continued asking where are all the revenues in the bank now and where are they? CIF? What bank account? Mr. Attaway asked Lisa Nolen, Finance Director, if she wanted to answer. Councilmember Chitwood asked if that was something the mayor could ask prior to these meetings? Mr. Attaway said that that information can be provided. Mayor Simonds said "that's your money, that's their [citizen's] money. I'm not going to pass it off and you can. Go ahead Scott."

Councilmember Bonham asked about the Mayor's understanding between a budget and an audit. "They are two totally separate entities." Mayor Simonds said "what do you think you audit." Councilmember Bonham continued "a budget is what you think it is, the audit is where your money is. The audit tells you where everything goes and we've got that and you can see it. When you do a budget you can say that we overestimated this or we understated that, that does not translate into missing dollars in an audit. Mayor Simonds asked "where's the money?" Councilmember Bonham said "they are two separate things, the audit takes in what comes in and the budget is what goes out." Mayor Simonds said "first of all, where is the money?" Councilmember Bonham said look at the audit. Mayor Simonds said "it's understated as far as revenue and expenditures are overstated. I don't like being wrong and I don't like being misled." Councilmember Bonham said "you can say I understated my revenue but if all the money is there..." Mayor Simonds said "you set your tax rate one time a year, look at the money it takes to own homes and buy property and how much it costs them." Councilmember Bonham said you are suggesting that there is money missing. Mayor Simonds said the "employees out here don't get paid jack (expletive) and they work hard. Councilmember Chitwood made a point of order and asked to move on. He said the mayor is not being professional. Mayor Simonds said "well I'll use the word defecation." He asked Mr. Attaway to continue. Mr. Attaway

continued with his budget presentation. He offered that he would answer any questions now or within the next 30 days.

Mayor Simonds said "the money that these people out here. They buy a home, interest has gone up with city and county taxes and all the reevaluations and everything, they are averaging \$400-\$500 a month at River View just in increased house payments and those are the people that you need to look at Scott. You need to include the tax on automobiles, you need to include every penny that we have and come back with a fair and honest budget where it represents us, not just you, this whole board. That's why the people elected a new board, they didn't elect us because they were happy with what was going on, just common sense." Councilmember Smith said "let me stop you right there. He [Mr. Attaway] set this budget to the new council's agenda. It is not his budget." Mayor Simonds said "we are just talking and it's not going to be approved tonight. I'm talking about what is going to be encompassed tonight." Councilmember Smith said "you don't have to hollar, I'm right here." Mayor Simonds apologized for hollering. Mr. Attaway said "Mayor if you would like to stop by my office, we could schedule that." There was some inaudible conversation, then the Mayor asked if the board had any other comments. There were no other comments.

6B. Set Public Hearing for Adoption of the Fiscal Year 2024-2025 Budget Ordinance- 7:14 PM The item was motioned To Set by DeWayne Chitwood and seconded by Travis Smith with a passing result 5-0-10 Abstained by Larry Simonds

To set for June 11th at 6pm.

6C. Set Public Hearing to Closeout the FY17 Community Development Block Grant (CDBG) Neighborhood Revitalization Program- 7:15 PM

The item was motioned To Set by DeWayne Chitwood and seconded by Scott Bates with a passing result 5-0-0-0

To set a public hearing for June 11th at 6pm.

6D. Consideration of Interlocal Agreement with Town of McAdenville to Provide Water Service to Lowell Elementary- 7:15 PM

Mr. Attaway presented. He stated "the previous agreement we [Lowell] had is with Gaston County where they are going to extend the city's water line to Lowell Elementary to provide reliable and clean water to the school. Because this school is in the town of McAdenville city limits, this Interlocal Agreement is between the City of Lowell and McAdenville basically allowing McAdenville the City of Lowell to put it's utility in it's town limits." He asked John Russell to add anything or answer any questions as he is working with McAdenville's attorney.

Mr. Russell pointed out that there is a provision in the agreement that if this property is no longer used for public education purposes, (school system no longer needed the property and the property becomes residential or commercial for example) then McAdenville is reserving the right to provide water to that property at a future time. Councilmember Chitwood asked "and we go in and cap that off, according to this agreement?" Mr. Russell said yes. Councilmember Chitwood said to Mr. Attaway "to be clear, it's coming off of the water main is at River View and Beaunitt Rd according to what this says?" Mr. Attaway said "that is that side road." Mayor Simonds said "yes, I don't know how they are going to get it from McAdenville to there." Councilmember Chitwood said "it's not coming from McAdenville, it's going to be our water." Mr. Attaway asked what page that was on. Councilmember Chitwood said pg. 110 [of the agenda packet], the fourth 'wheras' down. Mayor Simonds said "they've already met with the Clerk

of McAdenville and have everything ready to be signed. I don't know what this is but we're giving up a lot of property." Councilmember Chitwood said "we are not giving up any property." Mayor Simonds said "we are giving it up right beside of it. It belongs to us. It's our sewer line. Councilmember Chitwood said we are not talking about sewer lines. Mayor Simonds said "that's the back door part of it." Councilmember Smith said "that is not even on the agenda." Councilmember Chitwood said "Mr. Mayor, I wish you would pay attention to what you are reading, because this is not.." Mayor Simonds said "I know what's going to end up happening, they're going to put those little warehouses down there." Councilmember Smith called for a point of order and to get back to the agenda. Mayor Simonds said to go ahead.

Mr. Attaway said Beaunitt is the road on the side of the Mayor's house. Mayor Simonds said that is "Lineberger, Saxony." Councilmember Chitwood said "it used to be called Lineberger." Mr. Attaway said this is what it shows but he suspected it was Lineberger. Councilmember Chitwood said [Mayor Pro Tem] Bates is the one who brought it to his attention that the police maps show it as Lineberger. He said "we either need to change it to say or whatever the existing sign or what is recognized as the street. I know River View Dr. is recognized but it's either going to either say Beaunitt or Lineberger." Mr. Attaway said to Mr. Russell that he doesn't think that would need to be a motion but more of a clerical edit to ensure that is the correct road. Mr. Russell said "I think this wheras clause came from the agreement that the county drafted and it was approved, so that would be where this location came from but certainly if that needs to be corrected, administratively, that can be done." Councilmember Chitwood said "and again, we are servicing this, we are getting paid for this water. After the whole ordeal is done, it's being serviced by us and paid to the city of Lowell? Not going to McAdenville? If the property goes awry and does not stay a school, it is cut off and capped off by the City of Lowell?" Mr. Attaway said correct to each part. He said "this makes Lowell Elementary a customer of the city of Lowell's water system." Councilmember Smith asked "and zero cost the city...the county is covering all construction costs?" Mr. Attaway said "correct, they are covering it with their ARPA funds." Mayor Pro Tem Bates asked if Lowell is supplying sewer at this point to the school? Mr. Attaway asked Thad Buchanan, Interim Public Works Director if we are supplying sewer collection and reading their existing water meter from the town of McAdenville so we can judge the flow of the sewer coming from it and that's what we do every month." Mr. Buchanan was nodding yes to Mr. Attaway. Mayor Simonds said "the only way the sewer can get to the plant is where the existing lines are, where they want to move them to put these junk houses in you got out here on Church St." Mr. Attaway said to Mayor Pro Tem Bates question "so to that point, we'll have a new water meter set in there, that's metering the water, therefore the sewer usage."

The item was motioned To Approve by Travis Smith and seconded by DeWayne Chitwood with a passing result 5-0-0-0

6E. Ordinance #02-2024 To Allow for a Volunteer Auxiliary Police Department- 7:21 PM

Mr. Attaway said "the City Clerk brought this to his attention that the NC League of Municipalities (NCLM), who is our insurer has asked if we had an Auxiliary Police Department for computing our property liability and other insurance. They asked for an ordinance that we did not have, so in front of you is an ordinance to allow for Lowell to have a Voluntary Auxiliary Police Department to meet this requirement. This is nothing new and the Chief can speak to this, this is the reserve. I think we have one on reserve?" Chief Moore said "yes, one." Councilmember Chitwood asked if there is a policy for auxiliary? Chief Moore said "yes, I believe so." Councilmember Chitwood asked "is there any way council can get a copy of that and we table this until next month so I can look at it if that would be ok with everyone else?" Council agreed to table the agenda item to the next month. Councilmember Chitwood asked Mr. Attaway if they can get the policy by this Thursday. Mr. Attaway said yes. No motion was needed.

6F. Resolution to Discontinue Collection of Motor Vehicle Tag Tax beginning FY 2024-2025-7:23 PM

Mayor Simonds asked if "this [agenda item] would not be in the regular budget we are about to adopt." Councilmember Chitwood said "we still need to have to have a resolution for it to stop." Mayor Simonds said "would it not be encompassed in the new budget?" "Mayor Pro Tem Bates said "you have to have a resolution, I believe, for the Finance Officer to turn into the County." Mr. Attaway said correct. Mayor Simonds asked for a motion to discontinue the collection of the motor vehicle tax. Councilmember Chitwood said "no, what you are needing is a motion for Resolution to discontinue the collection of the motor vehicle tag tax pursuant to NC General Statues 160A-213. It would Resolution 07-2024." Mayor Simonds said "once you adopt that, it'll go away. Go ahead. I need a motion." Councilmember Chitwood said he just gave one. It was seconded by Mayor Pro Tem Bates.

The item was motioned To Approve by DeWayne Chitwood and seconded by Scott Bates with a passing result 5-0-0-0

6G. Amended Grant Project Ordinance-7:24 PM

Lisa Nolen presented. Mrs. Nolen stated "we had originally completed this in December of 2023. (Mayor Simonds left at 7:25pm) After conversations with Withers Ravenel, we needed to amend our grant project ordinance to include the amount of money that local funds were going to come from the City of Lowell to pay for the Wastewater Pre-Construction planning grant. We received \$400,000 in the grant and then we are going to be expending \$188,000 in local funds to take care of the pre-construction for the pre-construction of the Wastewater Treatment Plant." Mr. Attaway added that "the contract was approved by the previous council in October [2023] when the contract was signed with Withers Ravenel. We included those old contract minutes from each of these meetings, the current project ordinance and the recommended one that shows the local funds on pg. 121. ARPA grant proceeds is the DWI Pre-construction planning grant that I mentioned in the budget message (Mayor Simonds returned at 7:27pm) about the pump station at the Wastewater Treatment plant. The \$400,000 is the maximum of the grant and the work actually costs \$588,000 so the local funds of \$188,000 is amending the ordinance for compliance." Mayor Pro Tem Bates asked if the total of \$588,000 is for Withers Ravenel? Mr. Attaway said "yes, that is the total. They are administering the entire pre-construction planning grant. They are engineering plans for the conversion of the plant." Mayor Pro Tem said "so far up to this point is the \$37,000?" Mr. Attaway said "the progress building is not there yet. We had a question about this that we just listed the grant amount as \$400,000. When we adopted this we knew that is what the grant was for. We also knew what the out of pocket amount was, but we were under the assumption the grant project ordinance only needed to list the grant. It also needed to list that local money in the action and that is what this revision is for."

Mayor Simonds said "this council has the authority to rescind that correct and go back to keep our own sewer system? There's nothing written in stone that you have to go forward with all this mess and lose our sewer system, which is a big asset to the city and brings in a lot of revenue. We pay for it, taxpayers paid for it from the 1960's to 2001 when it was paid off. Now you're just gonna up and give it away. I don't understand because another council has done something, we have the right to rescind it, correct? No prior board can obligate another council, just like they did in December meeting instead of passing their audit. They were in there protecting different things like personnel and stuff like that, when they should've been conducting business. Why would you give up your sewer system?" Mr. Attaway said to answer your question, what we are talking about here is a contract that we signed with Withers Ravenel and that's it. So we're stuck to the contract." Mayor Simonds interrupted and said "I understand that, but this is going in and getting rid of the sewer plant." Mr. Attaway said "but as I mentioned earlier

we are going to plan a work session with Two Rivers, and you all, and our engineering firm to answer a lot of those questions that came up during one of the first budget sessions, some of those concerns about what the contract would look like. This is not a commitment to do that regionalization. This is a commitment to fulfill our contract that's signed." Councilman Chitwood said "with what we are already owe to Ravenel?" Mr. Attaway said "correct and to update the grant project ordinance."

Mayor Simonds said the total is \$588 [thousand] so that would be \$541 more thousand dollars. Are we obligated to the whole \$588 [thousand] or the \$37,000?" Mr. Attaway said \$588 [thousand], we signed a contract." Mayor Simonds said why would we want to be obligated to something if we don't really know if we're going to do it or not, unless the council has already got it in their head to dump your sewer plant. We could stop that if the council voted for it." Mr. Attaway said "the previous council, in October 2023 approved the contract." Mayor Simonds said "yes sir, and it can be rescinded. Nothing has been done. Why would we want to give away the biggest asset in Lowell that we have that helps offset our taxes. Look at all these other towns. When Scott [Bates] and I went down to talk to, what's the guy's name that runs the sewer plant? He told us point blank 'the dumbest people in the world, give up their sewer plant and that's what they prey on. Listen, what's the difference, if we do this, why don't we turn the city of Lowell, listen, how much money we can save... " Councilmember Smith interrupted and said "I'm listening." Mayor Simonds continued "if we give up our city, just give it to Gastonia. Our tax rate would be \$.45 cent, we'll have water and sewer rates the same as theirs, and we won't have to pay the \$.8-1/2 fire tax. That is a lot of money. You know people, you don't realize, you're sitting out there 'ooohing and ahhhing' every time I open my mouth, but listen \$.57-1/2 cent tax rate is enormous for the people living here. We used to have a fire department. They gave it away. Listen to this..." Councilmember Bonham interrupted "we didn't have a fire department, it was a contracted service." Mayor Simonds said "it's stupid...stupidest thing you've ever done was give the fire department away and now you want to top that by giving away the sewer plant. Stupid is stupid, I don't care how you (inaudible) it." Councilmember Smith said "John can you explain to the mayor that this is simply...The Mayor interrupted "an agreement to pay \$588,000." Councilmember Smith said "I told you one time Larry. I'm sitting right beside you, you do not have to holler at me!" Mayor Simonds said "I don't have to holler, but I want you to understand we spent \$588,000 of taxpayers money" "No you don't! I want you to understand" said Councilmember Smith. Mayor Simonds continued "I want you to understand, whether you're on the moon or not. That's a lot of money for nothing"

Mr. Russell said "anytime you have a contract, there is no law required that you fulfill it and to go through with it. There may or may not be damages if you don't fulfill assigned contracts. You really can't answer that without going back and looking at the contract, getting a sense of how far along is the engineering firm, what's expended, what those exposures are. I'd be glad to do that. I don't think I can do that tonight, but just like with anything, you've got a contract that's been signed sitting there. Therefore there's a contractual obligation to do that, but you are not required to follow through with it. There may be damages." Mayor Simonds said "we're obligated to \$37,000, they've already done the study, I understand that. But as far as going further into crushing our sewer plant, building a newer sewer plant and give it to Two Rivers, listen, that belongs to us. If we keep on giving, let me ask you something, in this budget, the only thing in there, the money, is to cover the employees. It's not even 20% to build things for the city of Lowell." Mr. Russell said "but this is not the decision to disperse (inaudible) funds." Mayor Simonds "It's the beginning stages of it, this is what it's for. This is the early procedures of getting rid of our plant."

Mr. Russell said "correct." Mayor Pro Tem Bates said "we haven't gotten to that point yet, for the council to vote on that, Mayor."

Councilmember Bonham said "and by the way, we're not building anything to turn it over. I think you're confusing or you don't understand what the process is over there. It's either build a new plant or we convert the existing to a pump station, which is even further down the line. We own everything including the pump station. From the pump station-on, if we regionalize, it's Two Rivers. So the cost of a pump station versus the cost of a new plant; versus annual operating of the pump station versus versus annual operating of a new plant, if you extrapolate the dollars out, then what are you looking at as far as the impact onto the tax payer. If you're sitting here saying, like you're doing right now, we're going to build a new plant and turn it over to Two Rivers. A) that's false." Mayor Simonds said "that's not what I said. I said (inaudible) existing plant" Councilmember Bonham said "that's exactly what you said, read the minutes. We are here to do the right thing. You want to kill it because you're afraid of everything, don't want to give anything up but that's not what we're doing. We're trying to do the best for the city in the long run and doing our due diligence."

Mayor Simonds said "we own that plant, that's what I'm talking about. They're giving away the biggest asset that you have in this town is your sewer. It's owned by the citizens of Lowell. To give it away to Two Rivers, let them come in here and take over our sewer...no one knows how much it will cost us. We set our own sewer rate because it belongs to us. There's nothing wrong with our sewer plant. We talked to the operator and the operator plainly told us that we're not at 50% capacity and plus the plant operates beautiful. All we gotta do is take care of what's there, clean up the place. We got a garbage truck down there, that's been down there probably a year, that needs to get a little part fixed on it, sitting down there going to pieces. You got tires thrown all over the place. You got garbage. Go down and look at your biggest asset and understand how it's not being taking care of. I am ashamed of the way everything is being taken care of in the city. Our people outside, they recommend what needs to be done but they don't get it. I understand and you understand too. When you see your water sewer bill, understand how cheap your water and sewer is today but once you turn it over to Two Rivers, understand how much higher it will be. When you get your tax statement every year, look at how much you're paying in property taxes because these people already been on the board for a long time." Councilmember Smith said "we already pay Two Rivers for water." Mr. Simonds said "for water, not for sewer." (Councilmember Bonham said something regarding the sewer but it was inaudible because of the train horn). Mayor Simonds said "not now because we still own our sewer plant but once you give it away, it'll automatically increase." Councilmember Bonham asked "did we not just talk about that, am I hearing things?" Mayor Simonds said "it's the truth. Scott [Bates] what did the guy tell us down there? Is our sewer plant not in good shape?" Mayor Pro Tem Bates said "yes." Mayor Simonds asked him "do we need to get rid of our sewer plant?" Councilmember Bonham "(inaudible)...that's going to retire shortly [Wastewater Treatment plant operator]." Mayor Simonds said "he's not going to retire, unless yall write him off and give it to Two Rivers. That guy does a great job." Councilmember Bonham said "this is asinine."

Mayor Simonds continued with "just like the Fire Department. Yall gave it away without a public hearing or nothing! And now look at you smarties, you got a 8 and 1/2 cent fire tax plus a \$.49 cent property tax. The Fire Department is still down there and we should take care of our Fire Department and it should be, listen..." Councilmember Chitwood interrupted and asked "why are you talking about the Fire Department? Can we point of order and move on?" Mayor Simonds said "you're point of order is taken care of." Councilmember Chitwood said "I believe you received the same email that I received, that Mr. Bates, Mr. Robinson, and these two right here [Councilmembers].

Smith and Bonham] about the Fire Department. The Fire Department is a done deal. Mayor Simonds said "in your mind." Councilmember Chitwood said "oh no, it's a done deal. Unless you are going to get 100% of the City of Lowell to sign the petition. Are you going to spend all of your money to do that?" Mayor Simonds asked "did they get 100% to take it off?" Councilmember Chitwood said "I'm asking you a question, are you going to get the whole city to sign that petition? And then you are going to take it in front of the County Commissioners? Did you read that email? Probably didn't" Mayor Simonds said "the County Commissioners would be glad to give it back. You're giving them \$800,000 and getting \$600,000 back." Councilmember Chitwood said to move on.

Councilmember Smith said "basically, what I get out of it is, and I might be wrong, I'm just speculating. Either we pass this or more than likely the city of Lowell is going to be sued and we still pay off the money. That's the way I'm looking I take it. I'm not 100%." Councilmember Chitwood asked Councilmember Robinson if he had an opinion on this? Councilmember Robinson said "my thing is, have we received the \$400,000 ARPA funds." Lisa Nolen said "we've received a little over \$200,000 already. The payout was submitted to the State and the State has already paid that amount." Councilmember Robinson said "if we are moving on with and getting rid of the sewer plant, then yeah you should pay this. If you're not, then maybe you look at where they're [Withers Ravenel] at with it, what work they've done, what they haven't done. Maybe we table this to the next meeting or until we bring in Two Rivers to discuss the questions that everybody has." Mayor Simonds said "I think that's a good idea. Table it, save the city and table it please." Mr. Attaway asked Mrs. Nolen if she was aware of any deadline requirements from DEQ on this? She said she was not aware of any and that they would have to look into.

Mayor Simons said "my biggest question is this. If we had a problem with our sewer plant, I'd be the first one in agreement with you but everything is up and running beautifully down there, it's just the maintenance that needs to be done." Councilmember Robinson interrupted and said "I'm not saying that. The local funds of \$188,000 is a lot of money. I know originally ARPA was going to cover it but then the additional \$188 [thousand] from tax payer funds is just..." Mr. Attaway said "before we signed the contract we knew what the amount was and this was from a different engineer. A different engineer applied for the grant for us and got us the grant. There number was a little bit higher than this one so we went with this engineering firm. We knew that it was \$188 [thousand]. In the minutes in the packet we mentioned in the approval this was coming from water and sewer fund balance or system development fees pending General Statutes, compliance, etc. Another question, that we can find out, I would suspect if you do not deliver on the \$400,000 grant by producing engineering drawings, which is what the city applied for and the city accepted those monies to do that, then the money that the State has already given us, is probably going to need to be paid back. Mayor Simonds said "I'd rather pay the money back and keep our plant and save money. That's our plant." Councilmember Bonham said "that's a whole other discussion." There was some back and forth about the amounts. Mayor Simonds asked Mr. Attaway if the total amount is \$588,000. Mr. Attaway said yes. Mayor Simonds to Councilmember Bonham said "go ahead genius." Councilmember Bonham said "ok, genius, \$400,000 ain't ours, it's grant money." Mayor Simonds said "hell it's still our money. It's taxpayer money. It's not your money. It's everyone's money all over the United States. You pick and choose where your money comes from. It still comes from every tax payer in NC." Councilmember Bonham said "there's no question about that." Mayor Simonds said "thank you, so quit trying to act like it's some kind of deal. It's not. It's a bad deal for the people of Lowell, understand that." Councilmember Bonham said "I tell you what, why don't we give every grant dollar we got coming and that we received to date, back and you run it and you turn it to Larry land and you do it however the hell you want to do it. And you run everybody in City Hall off and replace it with all your little cronies

and run this city into the damn dirt in about 30 minutes." Councilmember Chitwood said something about the cussing. Councilmember Bonham apologized. Mayor Simonds said you can't afford to live here. Mayor Simonds then complained about Mr. Attaway not living here and paying lower taxes. He was about to talk about the Fire Department before Councilmembers Smith and Chitwood and Mayor Pro Tem Bates asked if we could move on. Mayor Simonds said "I'm tired of keep talking about it, just as wrong as two left shoes." Councilmember Chitwood said "you continue to keep talking about it."

Councilmember Robinson made a motion to table the topic until the July meeting unless there is a deadline. He then corrected it to the June meeting. Mayor Simonds said "July is good, September would be even better. Councilmember Chitwood asked to allow him [Robinson] to continue his motion. Mayor Pro Tem Bates asked when was the meeting with Two Rivers? Mr. Attaway said he'd find out this week. He said he can talk to the Division Manager of Two Rivers to participate in a work session. He said he doesn't know of a deadline but that this [amendment] was brought to his attention by Withers Ravenel. He suspect there is enough time until the June 11th meeting. Councilmember Robinson continued his motion to table it until the June meeting, seconded by Councilmember Chitwood. The vote passed with Mayor Pro Tem Bates and Councilmembers Chitwood and Robinson voting yay and Councilmember Smith and Bonham voting nay.

The item was motioned To Table by Shane Robinson and seconded by DeWayne Chitwood with a passing result 3-2-0-0 Opposed by Travis Smith, Phil Bonham

To table it to the June meeting unless there is a deadline.

6H. Discussion of Forensic Audit-7:43 PM

Mr. Eddie Caric, CPA wanted to discuss some things with Council. He said "there are a lot of misconceptions about...the term forensic doesn't need to be used because forensic audit normally comes into play only when there is a suspicion of something else or illegal has happened to the point of..." Councilmember Bonham interrupted and asked who he was with. Mr. Caric said he is a CPA with Eddie Caric, CPA. He said they currently do the city of Ranlo, High Shoals, and Bessimer City. Councilmember Smith asked him to explain a forensic audit again. Mr. Caric said "when there is some kind of suspicion of something illegal that has happened..." Councilmember Smith interrupted "can I just stop you right there. [Looking at Mayor Simonds] Is that not exactly why you want a forensic audit. How many times can we go back on the minutes where you've said you want a forensic audit?" Mayor Simonds said "I do, I did, but I didn't know what a forensic audit was evidently. I'll admit I was wrong, I'm not going to sit here and lie to you." Councilmember Chitwood called for a point of order to let Mr. Caric continue. Mayor Simonds said "thank you Mr. Chitwood, that's one time you're right." Councilmember Chitwood said something inaudible.

Mr. Caric continued saying "I don't know anything about Butler & Stowe. What I do know about them is the fact that they are a Certified Public Accountant that's been approved by the State of North Carolina to do governmental audits. One of the things that you have to be able to do to do governmental audits, is you have to be peer reviewed at least once every three years. That is where another auditor comes in and looks at what you're doing, how you're doing stuff and approves that yes you are doing what you're supposed to be doing as far as an audit is concerned. With that having been said, if you want to know what's happened with the City of Lowell for the last five years, go to their audit reports. If you've got questions about the expenditures...I will tell you this, we do over 30 municipalities around NC for audits. %90+ of your general revenues are confirmed by outside sources. If I was going to do the City of Lowell's audit for this coming year, when I come in, I'm going to know how much the State of NC has already

paid you in sales tax, it would be posted on a website. What I'm saying is, they would have that all confirmed from outside sources as far as revenues and property taxes, these kinds of things. They would tie in what your cash accounts are at the end of the year and if any issues come up, they are going to bring it to your attention. So if you want to know what money has been spent. If you look at the Police Department for example and want to know why we spent all that money right here? Go to them [Butler & Stowe], they should be able to give you a detail of what made up those expenditures and can tell you where they got their information from. If you have questions about something, and I'm going to use an example because the Mayor had asked me 'I just want to make sure all our State and Federal funds through all these projects we've been doing have been spent the way that they are supposed to be spent.' That's what's called an agreed upon procedures audit. Yall would come to me and say 'look, we want you to go back the last five years. We want you to verify that amount was paid, these are the people it was paid to.' You see what I'm saying the difference is? You're giving me specifics, directions on what you have concerns with." Councilmember Chitwood added "we are giving you direction to look for something?" Mr. Caric said "yes".

Councilmember Bonham said "we are assuming at that point that our contracted CPA is not doing what they are contracted to do?" Mr. Caric said "well no, let me go one step further. Your CPA is providing a financial statement audit." Councilmember Bonham asked "is there is an obligation in their scope to, if they find something out of wack, any red flags, they should come to us under the contract per what they are supposed to do as part of their State requirement and say 'this'? So if they do not and everything adds up, the planets are all lined up and everything is good and just because we have somebody in here now that wants to stir the pot and create something, he comes to you and says come here and let's piss off this guy [pointing at Mr. Attaway] who is already doing a good job, let's bring you in. If it was the other way around, where would you be right now? You'd be sitting over there pissed off" Mr. Caric said "let me say this from that stand point and let me preface this with, I'm not interested in doing an audit for you." Councilmember Bonham said he doesn't blame him. Mr. Caric continued "Mayor, I'm sorry, but there is internal conflict here or whatever that I'm not sure yall could justify giving me a direction to look at something. If there are questions on where the money has been spent, what departments it got spent in...just take your audits. Go back and look at your audits. Like I said, if there questions, if yall do have concerns with where Federal and State money is spent...I do financial audits just like Butler & Stowe is doing. There is no obligation for me to dig deep looking for something. Now if I confirm with DEQ [example] that they gave you this amount of money and that's not the amount of money that is showing up on your book, then I have an obligation to figure out what happened." Councilmember Bonham said "it's not your obligation to dig deeper, but it is your obligation to say 'hey, I'm gonna stop right here, because this is where my scope ends BUT, I think on this line item or whatever you want to call it, I think it deserves more attention?" Mr. Caric said "in that case I am obligated to dig deeper. If I do come across something that doesn't agree or look right, then yes I am obligated to look further, even though I'm doing a financial statement, I've got an obligation at that point in time to dig deeper and figure out why this is not making sense."

Mayor Simonds asked "the city of Ranlo for the whole year and whatever work you did, audit, take care of their books, CPA work, I hope I'm not putting you on the spot, but what do they pay you?" Mr. Caric said "you're not putting me on the spot, because you can go on the State Treasurer's website to see every fee for every town in NC as far as the audit is concerned. Our base fee is \$15,000." Mayor Simonds asked if that was for a year. Mr. Caric said yes. Mayor Simonds said "and then like a special audit, we just paid Butler & Stowe \$40 some thousand dollars

to audit ARPA. What did it cost Ranlo?" Mr. Caric said \$4,000. Mayor Simonds said "see that's the thing that gets me, you know, this is money that we can save. I'm not doing anything wrong. I've never met you in person, we've only had phone conversations. I'll admit I didn't know what a forensic audit was and didn't mean to misquote anyone but I think it's a good idea for this council and let him, if he would, do our audits, I mean do our work every year. Would you be interested in doing it?" Councilmember Chitwood said "did you not just hear what he said?" Mayor Simonds said "he said he wouldn't do an audit for us." Councilmember Chitwood asked Mr. Caric to repeat what he said. Mr. Caric said he was not interested. Mayor Simonds said I thought he said he's not interested in forensic. Mr. Caric said "I did say I'm not interested in any kind of forensic or agreed upon procedures audits but no, I don't think am interested in the financial statement audit either." Councilmember Chitwood asked "so you are not interested in any part of looking at any audit, taking over for Butler & Stowe for the city of Lowell?" Mr. Caric said "no sir." Councilmember Chitwood said "thank you, and I apologize for you having to wait so long tonight." Councilmember Bonham said "sorry you've waisted your time. So right now you [to the Mayor] are the point you don't know what a forensic audit is, you called this man in unfortunately wasting his time and what you really want to do is renegotiate terms of our annual audit."

Mayor Simonds said "I want to renegotiate the whole Butler & Stowe deal. I do want to do that because that's way over." Councilmember Chitwood asked if that was something that can be done. Mr. Attaway said he can provide you with it. He said he believes we are in the middle of a three year contract right now. If council would like him to look at another auditing firm and consider that contract with the attorney. He added "when we selected Butler & Stowe, I was here, not as Manager, but when we selected Butler & Stowe [before selecting them], we consistently had late audits being submitted from our prior CPA. I'm sure this gentleman [Mr. Caric] can attest that there is not enough auditors doing local government audits in NC right now." Mr. Caric said "not at all." Mr. Attaway said "the League of Municipalities has noticed that and is trying get some of the accounting assistance to ready smaller localities to get their ducks in a row as they find an auditor so they can get them the information they need. If we want to do that [renegotiate], then you would instruct the Manager to go out and do a request for proposals for CPA contracts but we're in the middle of one right now."

Mayor Simonds asked Mr. Caric "just like whenever we, every year, set the budget, when the Manager gives us the budget and council approves it, and then when the audit comes in and it's throwing away more money that's been taken in, that what was projected, is that a red flag or not or when the audits are not turned in on time?" Mr. Caric said "when an audit has not been turned in on time, in fact the State of NC, if you're consistently late with your audit, they are going to start withholding some taxes that they will be distributing out, so that is a point of emphasis that they are looking at. Actually your budget is a legal document from the expenditure side. So I would say 90% of the towns that I deal with, the revenue is going to exceed what was budgeted revenues are BUT you can not spend one dollar more than what your budgeted expenditures are or you're going to be in violation." Mayor Simonds said "and the money is supposed to go back to the citizens...I did make a mistake on the forensic side but I did not make a mistake as far as when he gives us a budget, it should be the budget. It should be, maybe in the realm of 5-6%, not 25%, 30%, 35%. That's what hurts because that kills the tax payers because you get charged for what he [Mr. Attaway] says is not true. You can't overstate the expenditures and understate the revenues and say it's ok. That's wrong. I can't do it. when you turn your taxes in, it better be what it's supposed to be. You're [Mr. Caric] a CPA, that's why you have one. I'm glad that you came in."

Mr. Caric asked council if they had any questions. Mayor Simonds asked "do you not have enough staff to do another city?" Mr. Caric said he had plenty of staff. Mayor Simonds asked "if we advertise for a new CPA, could you do it?" There was some commotion in the audience. Councilmember Chitwood asked them to quiet down. Mr. Caric said "Mr. Mayor, I'm sorry but no. Without some internal resolutions, no I would not be [interested]." Mayor Simonds said "it would be up to the council. If the council would get together and ask you, in an understanding way, rather than spend this exorbitant amount of money we're spending, we need to save all we can. This is a poor town with poor people and I do appreciate you coming. It's my fault for saying forensic audit but thank you."

Councilmember Bonham stated he needed to leave and excused himself to the Mayor and Council at 7:58pm.

61. Consideration of Budget Amendment #13-7:58 PM

Presented by Lisa Nolen. She said "this was for a Water AIA grant back in FY22 and we just received the final payment for that. This budget amendment is recognizing that revenue and that's the reason for the amendment because we did not originally budget for it." Councilmember Chitwood said "we're bringing in \$67,521?" Mrs. Nolen said yes. Mayor Simonds asked what the grant money was for? Mrs. Nolen said it was the Water AIA grant from FY22 and was not exactly sure what all is included as she was not employed here then. She said she started in late 2021. Mayor Simonds asked "so the money has just been lying dormant?" Mrs. Nolen said "no, the State did not release the funds until recently." Mayor Simonds said "so we need an amendment to take the money, which makes sense." He asked for a motion.

Mr. Attaway asked if she had it in front of her and to look for the 1.755 million number where there looks like there is an extra digit [shows 1,755,7093.24]. She said there is an apologized. There was some silent review of the amounts of the amendment. Mayor said we need a motion to accept the amendment. Councilmember Robinson said "we are looking at the amounts to make sure." Mayor Simonds said "we need to add it correct[ly] to start with."

Councilmember Robinson said from what he could figure it was the three and just a typo. Mrs. Nolen said it was a typo. Mayor Simonds asked what should the total be? Councilmember Smith made a motion to accept the funds with the typo being fixed, seconded by Mayor Pro Tem Bates.

Under discussion, Mayor Simonds asked "how much is that line item going to go to?" Councilmember Smith said "it's on your paper." Mayor said "well that's not what it says, it says \$1million, 779 right? What did you have to start with Lisa, \$1 million, 779. Mrs. Nolen said it was \$1,755,709. Accepting that grant money it goes to \$2,155,709. Mayor Simonds said that's \$67 thousand. That amount adds to over \$1million, bout \$2million something. \$1million 779 plus \$67 [thousand] is \$1,853,000 so how can it be \$2 million something? I made my living out of reading people's faces." It was mentioned that the amendment says \$67 thousand in one place and \$400,000 in another. Mrs Nolen stated that is an error. Mayor Simonds said "so let's get it right before we leave here, no use in passing something that's not right. It's simple math." Councilmember Chitwood said "we'll table it until June, when we get it right. That way it's written on the paper and Mr. Simonds maybe won't be speaking on it too much. I say we table 6I, Budget Amendment #13 until June 11" Mayor Simonds said "in the meantime Scott, can you get us the correct figures sometime tomorrow?" Councilmember Chitwood said "in the meantime, we don't need it until June." Mayor Simonds said "I need it. You can tolerate all the mistakes you want." The motion to table was seconded by Councilmember Robinson. The vote was unanimous.

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

6J. Consideration of Budget Amendment #14-8:03 PM

Presented by Lisa Nolen. She said this is from Gaston County to receive funds in the amount of \$31,000 from their Township Grant. She said we used those funds for repairs to the Community Center. Mr. Attaway added that "this is for the CDBG-NR that we did the neighborhood revitalization grant. We had monies from CDBG to do the exterior, the repairs, the painting, etc. at the community center. In that grant, we had to have local match. When the Township grants came out in the late teens [years] from Gaston County, what they did, if you all recall when you were on the council [to Councilmembers Robinson and Chitwood], the County distributed money from the Caromont lease, I think it was, to all the municipalities based on population. We did the cross walk improvements out here at the Main St. section with the pedestrian beacons and purchased some other things relative to beautification and then it was slated that we were going to utilize that needed CDBG match. We received our final invoice from MAN Construction at the Community Center and this is the maximum amount of what we need to match with those local funds. \$31,000, there was about \$43 thousand and some change sitting at the county. We requested the \$31,000 to assist in paying MAN Construction, leaving a balance of a little over \$12,000 that we can then request from the county to zero out our Township Grant. I'd say that would be a wise use of coupling that with the \$75,000 if we want to continue using those funds at the Community Center for interior repairs and that will come at a later time. This is just to amend it for the \$31,000."

The item was motioned To Approve by Shane Robinson and seconded by Travis Smith with a passing result 4-0-0-1 Absent was Phil Bonham

7. Reports / Discussions

7A. City Manager Report- 8:05 PM

- 1. Glad everyone is safe from the recent tornado here in Lowell. Thanked Thad, Interim Public Works Director, and staff and the councilmembers that helped feed staff and the Police Department after working over.
- 2. Police Officer's Memorial is tomorrow [15th] at 10:00 am at Woodlawn Baptist Church and a procession following that will travel to the cemetery on New Hope Rd in Gastonia.
- 3. Mentioned the Notice of Intent to fund earlier.

7B. City Attorney Report- 8:07 PM

Nothing at this time.

7C. Mayor and City Council General Discussion-8:07 PM

- 1. Councilmember Robinson also thanked Public Works for their work during the tornado.
- 2. Mayor Pro Tem Bates had no comment
- 3. Councilmember Chitwood thanked Public Works during tornado
- 4. Councilmember Smith thanked Public Works, Police and everyone that helped during tornado.

Mr. Attaway added that Town of Ranlo helped Lowell Public Works, as well as Gaston County Emergency Management brought a pull behind generator. Also Woodlawn Baptist fed everyone well and he wanted to thank all of them.

5. Mayor Simonds [to Thad Buchanan] "the town of Ranlo helped you guys out. It would be crazy if you weren't our Public Works Director but that is the Boards recommendation to Mr. Attaway...The Community Center, is it open now?" Mr. Attaway said "it is not." Mayor Simonds asked why not? Mr. Attaway said "we still have a bathroom to repair on the main floor before we can open it." Mayor Simonds asked how many years has it been closed? Mr. Attaway said "the Community Center has been closed since Covid." Mayor Simonds said "all this stuff has taken a toll. "People think that I'm mean, but you got the wrong idea, I love everyone, but in this case, this is (inaudible) tonight. If I wasn't so healthy, like I am, I'd probably be over here throwing up in the floor after listening to all the misappropriations of money and I'll tell you, just like the auditor told you.

"You can't keep what you're doing, overstating the expenditures and understating the revenues, just like weaving out the actual car tax money. Do you not realize how much money that would help reduce property taxes? And listen to this part, and I know people are shaking their heads, shake your head, I don't care. The truth's the truth. \$.8-1/2 cent fire tax, a \$.8-1/2 cent fire tax, the money doesn't go to our Fire Department, maybe 72-75% goes to them. They [former council] let them leave here without a public hearing. They say now we gotta have 100% of the citizens to allow them to come back. We're not crazy and I guarantee you, when I go before the County Commissioners next month and talk with them about the situation of how, listen, that is so wrong, to give up \$.8-1/2 cent tax rate from us and only get back maybe 4%, 6% tops. That's bad management and I don't care if it's your cousin, your brother, your sister, me. If I did you that way, I would be wrong. Listen, we have to honor what this City Manager says. He is the leader. He's supposed to be the one that keeps everyone informed. I'm talking about citizens and the board. To get all this crap today Scott, is slap in my face. The other people [council] may say it's ok but Larry tells you the truth. I would strongly recommend at this time that we advertise for a new City Manager (loud chatter/noises from the audience) and he can also include his resume and I'm not firing no one." Candy Funderburk was asked to stop hollering by Councilmember Chitwood. She apologized.

Mayor Simonds continued "I can recommend anything I want to and you're out of order but that's alright. That's my recommendation because I don't like misappropriation of money. I don't like for two things to be different year after year after year after year after year after year. If you think that's right, that's your opinion. Vote for who you want to, I'm not running for nothing. But I can't respect wrong and that is wrong when you tell the figures are wrong and you [hits desk] see this crap on the day of the meeting less than an hour from the meeting, I have no respect for you, because you showed me no respect. But that's my recommendation. The council can vote it up or down or never vote on it but that's my recommendation and the council has that authority, I don't. We need a new City Manager in this town, that's my opinion." Someone hollered from the audience "we need a new mayor." Mayor Simonds said "that's good, you can get one of them too. You like paying higher taxes and too much money? Go ahead. Do you have a motion to advertise for a new City Manager?" Councilmember Chitwood said "I make a motion that we do not even consider that." Mayor Simonds said "well then is there a motion to adjourn?" Councilmember Smith made a motion to go into closed session. Mayor Simonds said "yall go into Executive Session and all in favor, go ahead." Councilmember Chitwood said "don't you think you might need to listen to it." Mayor Simonds said "you know what's wrong, you're a grown man. I know what's wrong, he's wrong."

City Clerk asked who made the motion and 2nd to go into closed session. Mayor Simonds said "all in favor, go ahead." Councilmember Robinson stated that the Statute had to be said. Mayor Simonds asked John Russell who said the statute was 143-318.11 Section 3. Councilmember Chitwood made a motion that we go into closed session

for General Statute 143-318.11 Section 3 pursuant to consult with the City Attorney on a specific matter in order to preserve the attorney-client privilege with respect to the matter discussed. It was seconded by Mayor Pro Tem Bates.

The mayor then left at 8:15pm. There was a brief 2 minute break. Everyone returned at 8:17pm

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- 8:12 PM

There was no action taken during the Closed Session.

The item was motioned Convene into Closed Session by DeWayne Chitwood and seconded by Scott Bates with a passing result 4-0-0-2 Absent was Phil Bonham, Larry Simonds

To go into closed session for General Statute 143-318.11 Section 3 pursuant to consult with the City Attorney on a specific matter in order to preserve the attorney-client privilege with respect to the matter discussed.

The item was motioned ReConvene into Regular Session by DeWayne Chitwood and seconded by Scott Bates with a passing result 4-0-0-2 Absent was Phil Bonham, Larry Simonds

9. Adjournment

9A. Meeting Adjournment- 8:45 PM

Meeting adjourned at 8:45pm

The item was motioned To Adjourn by Travis Smith and seconded by Shane Robinson with a passing result 4-0-0-2 Absent was Phil Bonham, Larry Simonds



Annual Presentation by Lead for NC Fellow Emiyah Watkins

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Special Presentation Item: 3A
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 6-6-2024

Re: Presentation by Emiyah Watkins, City of Lowell Lead for NC Fellow 2023-2024

Emiyah will present her work, projects, and experiences in Lowell.



PROCLAMATION

Proclamation 02-2024

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, the celebration of the end of slavery, which became known as "Juneteenth", is the oldest known celebration commemorating the ending of slavery in the United States, when Union soldiers led by Major General Gordon Granger arrived in Galveston, Texas on June 19, 1865 bringing news that the Civil War had ended, and that the Emancipation Proclamation had declared all enslaved people free nearly two and a half years earlier; and

WHEREAS, the first Juneteenth celebration was a time for reassurance, prayer, and the gathering of family members and neighbors and today is a time of remembrance and celebration within communities throughout the country that promotes and cultivates knowledge and appreciation of African American history and culture, while encouraging continuous self-development and respect for all people and cultures; and

WHEREAS, this year's Juneteenth celebrations take place in Gaston County during the period of Saturday, June 15th through Wednesday June 19th. On Saturday, there will be a Juneteenth Celebration at Centennial Park in Bessemer City, a Juneteenth Celebration at Stowe Park in Belmont, a Juneteenth Celebration on Main St also in Belmont, the 6th Annual EbonyFest Juneteenth Festival at the Rotary Pavillion in Gastonia, which will be held on the 15th, 16th and the 19th.

NOW THEREFORE, I, Larry Simonds, Mayor, and the City Council of the City of Lowell, do hereby declare **June 19, 2024**, as

JUNETEENTH

in the City of Lowell, North Carolina and urge all citizens to join in celebrating a day so significant in the history and heritage of our nation and city.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Lowell to be affixed, this the 11th day of June in the year of our Lord two thousand and twenty-four.

		Larry Simonds, Mayor	
ATTEST:			
Cheryl Ramsey City Clerk	PR04-2024		



Finance Update

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4A
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 5-31-2024

Re: Finance Update

Utility Billing:

· Answer questions from Utility Billing staff.

- Provide assistance as needed answering phones, troubleshooting technical issues, and reviewing documentation for staff.
- Provide back-up when staff is out of the office.

Finance:

- Issue purchase orders for staff.
- · Process and pay bills.
- Ensure 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 SCIF related transactions.
- 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 A/P clerk of corrections needed, and review again to ensure all is correct.
- Compiling information requested by CPA from NCLM.
- Review draft engagement letter from NCLM for MAS assistance regarding Black Mountain Software transition.
- · Provide assistance to other staff as needed.
- Other duties as needed/requested.

Other:

- Attend Department Head meetings.
- · Attend Leadership Gaston Classes and graduation.
- · Attend other meetings as needed.

City of Lowell, North Carolina FY 2024 Revenue Dashboard 3/31/2024

Туре		Budget	YTD thru 03/31/2024	Budget Remaining	Percent Remaining	Percent of FY24 Remaining
Funds						
General Fund		5,040,073.98	4,748,734.13	291,339.85	6%	33%
Water/Sewer Fund		2,316,662.24	1,651,140.46	665,521.78	29%	33%
Stormwater Fund	•	423,774.44	308,857.91	114,916.53	27%	33%
Total		7,780,510.66	6,708,732.50	1,071,778.16	14%	33%

Notes: Pre-Construction Grant and FY 2021 Waterwater AIA Grant revenues included in Water/Sewer Fund.

City of Lowell, North Carolina FY 2024 Expenditure Dashboard 3/31/2024

Department	Budget	YTD thru 03/31/2024	Budget Remaining	Percent Remaining	Percent of FY24 Remaining
		Genera	l Fund		
Administration	2,652,310.85	1,305,797.38	1,346,513.47	51%	33%
Public Safety	1 ,335,955.27	926,301.88	409,653.39	31%	33%
Public Works-Streets	5 318,185.88	200,600.39	117,585.49	37%	33%
Sanitation	345,633.72	237,126.67	108,507.05	31%	33%
Parks & Rec	289,888.22	161,596.79	128,291.43	44%	33%
Powell Bill	100,000.04	20,118.30	79,881.74	80%	33%
Total	5,041,973.98	2,851,541.41	2,190,432.57	43%	33%
		Water/Sev	ver Fund		
Water/Sewer	1,530,721.44	1,098,923.59	431,797.85	28%	33%
Wastewater Treatment	t 7 85,940.80	536,308.35	249,632.45	32%	33%
Total	2,316,662.24	1,635,231.94	681,430.30	29%	33%
		Stormwa	ter Fund		
Stormwater	423,774.44	266,575.49	157,198.95	37%	33%
Total	423,774.44	266,575.49	157,198.95	37%	33%

Notes: Pre-Construction Grant expenditures included in Water/Sewer Fund.



Geographic Information System (GIS) Report

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4B
Reference File	Presented By

To: Scott Attaway, City Manager

From: Todd Stroupe, GIS Analyst

Date: 5-31-2024

Re: Geographic Information System (GIS) Report

GIS and Mapping

- · Updated Official Zoning map to reflect Choice USA Beverage rezoning
- Updated Future Land Use map to reflect land use change from Choice USA Beverage rezoning
- Updated Powell Bill Map for 2024 NCDOT Municipal Street Aid program submission
- Updated Street Listing for 2024 NCDOT Municipal Street Aid program submission
- Updated add/delete mileage sheet for 2024 NCDOT Municipal Street Aid program submission
- Updated City's Water Distribution Map with valves and associated blocking for a vertical relocation at Church/Aberdeen
- · Generated Mapped Phase II Outfalls map for Stormwater website
- · Assisted with five outfall inspections for stormwater IDDE requirements
- Assisted with municipal vehicle inspections for stormwater pollution prevention and good housekeeping requirements.
- Provided Gaston County GIS is correct City Park boundary information
- Calculated wastewater daily flow estimates for seven potential development properties.
- · Generated map showing wastewater daily flow estimates for seven potential development properties
- Continue to work on lead service line inventory and map
- Continue to work on Phase 2 of MS4/stormwater infrastructure mapping

Other Tasks and Assignments

- Assisted in traffic control at the LEO Memorial service at Woodlawn Baptist Church
- Assisted in placing American flags for veterans at Edgewood Cemetery for Memorial Day Service

Meetings and Events

- Attended Lowell Memorial Day service at Edgewood Cemetery
- · Attended monthly department head meeting

Completed Edgewood Cemetery Mapping Project

- Completed grave inventory of approximately 1,552 graves and 101 family headstones in May 2023
- Entered veteran branch of service and wars fought in information into grave inventory
- Completed development of the public-facing interactive web map, which will include information pop-ups, a search by name bar, a military filter, and navigation functions like pan and zoom
- Generated a large (34 x 44) PDF map of the cemetery with names on graves labeled
- Generated four quadrant graves of veterans in Edgewood Cemetery maps



Stormwater Report

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4C
Reference File	Presented By

To: Scott Attaway, City Manager

From: Jamie Watkins, Stormwater Administrator

Date: 5-31-2024

Re: Monthly Report

- Worked with Mr. Stroupe to update all things GIS and Stormwater in preparation for his impending departure.
- Updated vehicle and site inspections in Survey 123.
- Followed up with several developers regarding questions.
- · Updated project files.
- Continued working on the self-audit for Permit Year 3.
- Attended training at Gaston County Schools regarding their Summer Lunch Program with Ms. Nixon.
- Further collaborated with Ms. Nixon regarding upcoming programming.
- Continued research to clarify various standards and benchmarks regarding PY3 Audit.
- Presented my research to an audience of 200 people at the RSPC's Spring Tech Talk
- · Followed up on reported stormwater issues
- Updated outreach, IDDE, and training tracking files
- Made preparations for Riverfest
- Visited each active construction site during rainfall event, documented erosion and reported to county
- Continued updating records and streamlining processes
- Stakeholder on-site meeting with Willow Creek project group.
- · Quarterly meeting of South Fork Collective.
- · RSPC Quarterly Meeting.
- · Water Education Zoom Meeting.



public works update

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4D
Reference File	Presented By

To: Scott Attaway, City Manager

From: Thad Buchanan, Interim Public Works Director

Date: 6-4-2024

Re: Monthly Report

City crews repaired the following water leaks, 307 White Oak, 517 Oakland Dr. 314 Rankin Ave. We continued storm debris pickup, we are now at 105.38 tons, 810 cubic yards, \$1906.14 fee's, the trash truck has been down due to main seal in the compactor cylinder blew out should be back in service by 6/10/2024, the chipper has been down due to the shoot being offset causing it to clog, hoping to have it back in service by 6/7/2024, trash route has been on schedule, Street department has been on schedule with mowing city properties and right of ways, brush route should be back to somewhat normal starting 6/6/2024 residents continue to put out big piles after we go thru so we continue to pickup brush with the backhoe and dump truck.



Police Report

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4E
Reference File	Presented By

To: Scott Attaway, City Manager

From: Jeff Harrison, Assistant Chief of Police

Date: 6-4-2024

Re: June 2024 Police Report

Minus special checks, officers responded to 641 calls in May 2024 compared to 507 for May 2023. There were 91 traffic stops conducted for the month and officers set up to enforce speeding 7 times. Officer Lowery participated in a saturation campaign in Belmont as part of the Governors Highway Safety Program. His participation brought in points as part of the STEP program. Monthly campaigns also yield points for the program. Points can be cashed in fall time of each year to get equipment used for traffic control and enforcement. There were 9 felony arrests, and 7 misdemeanors arrests for May.

The Police Department building was used as a local headquarters in the wake of the severe thunderstorm and tornado. The generator failed to start. However, once started, the building provided a place for officers and public works employees to cool off, take a break and get some much-needed nutrition. Woodlawn Baptist Church brought a baked potato bar and fed many public works and police employees.

Chief Moore received Alex Moore's certification from the Criminal Justice Education and Training Standards Commission. He was sworn in as a full-time police officer. He filled a vacancy created when Officer Mulkern left Lowell Police Department. Blake Farmer and Eric Cruz were hired and started last month. They have both completed all the necessary paperwork and testing. Their applications for certification were submitted to the Criminal Justice Education and Training Standards Commission the last week of the month. Recently certifications have returned much faster than the past couple of years, we expect to receive certification for both officers within a month. Once sworn in, these officers will fill positions vacated by Jon Fulbright and Jacob Springs.

For the first time, the Lowell Police Department planned and hosted the Gaston County Law Enforcement Memorial Service and Wreath Laying Ceremony. The Memorial service was held at Woodlawn Baptist Church. The church and its volunteers were gracious and accommodating. The Memorial service went smoothly, and all participants did a great job. Woodlawn sent the service out on their YouTube live stream and the it can be found on their YouTube channel. Most of the agencies from Gaston County assisted in some way for the Memorial Service or the Wreath Laying Ceremony. Fire Department's from Belmont, Dallas, Cramerton, Ranlo, and Gastonia also participated.



Planning Report

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4F
Reference File	Presented By

To: Scott Attaway, City Manager

From: Tyler Cobb, Planning Director

Date: 6-5-2024

Re: Planning Report

Code Enforcement:

Multiple nuisance violation letters issued.

Enforcement Action:

Corrected by public works

Zoning:

Processed (15) zoning permits in May.

Permit count (66) for calendar year 2024 to-date.

Reviewed Site Plan for Lowery Oaks

Meeting regarding Lowell Woods Construction Inspection

Pre-Application meeting for 4114 E. Franklin Blvd.

Meeting regarding Willow Creek 5th Review

Site Plan/ Ordinance Review 4114 E. Franklin Blvd.

Meeting regarding Willow Creek DA

Planning:

HWY 7 Project review

Attended Lowell City Council Meeting, 5/14/2024.

Meeting regarding River Heights Retaining Wall

Meeting regarding Spencer Ridge water/sewer line alignments.

Aberdeen Final Walk

Other:

Attended monthly department head meeting.

Attended GCAMP

Meeting regarding Gaston County Downtown Business Partnership



Parks and Recreation Report

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4G
Reference File	Presented By

To: Scott Attaway, City Manager

From: Andrea Nixon, Parks and Recreation Director

Date: 6-5-2024

Re: Parks and Recreation Report

GENERAL

- -Worked on Music in the Park series (Notice of Music in the Park/Fall Fest distributed to Downtown businesses, Train Slow Order Request, Bands, Set up, Vendors)
- -Created program calendar for June for youth & adults and active adults 50 & up (ordered and purchased materials)
- -Corresponded with Bands-available dates, contracts and deposits
- -Communication with Public Works-needs for upcoming events
- -Worked on Memorial Day Service program-participants, layout, set up, flags out at cemetery, banners, advertisement, Public Works, Holbrook(stage), weather backup plan
- -Thank you emails to Memorial Day participants
- -Worked on BBQ Cookoff- recruitment of cook teams, band, judges, staff, Public Works, trophies, scorecards, pick up of meat and items needed
- -Corresponded with Customer Service-Ball field and shelter rentals
- -Communication with Public Works Director-needs for events
- -Communication with Communications Director- regarding programs/events and general questions
- -Communications with public-reservations for Community Center, Harold Rankin picnic shelter and ball field
- -Scanned and submitted receipts and invoices
- -Answered phone calls and returned voicemails
- -General cleaning and picked up trash in park

MEETINGS

- -Thomas Retirement Party 5/1
- -Farmers Market-Gastonia 5/4
- -Attended Gaston County Law Enforcement Memorial Service and Wreath Laying Ceremony 5/15
- -Gaston County Parks & Recreation (Skull Camp Trail Ridge Trail) 5/17
- -PARTF 6 month Visit 5/22
- -LCC Meeting (cancelled due to holiday)
- -Department Head Meeting 5/28

TRAININGS

- -Carolina Thread Trails 5/7-5/8
- -Summer Lunch Program Training 5/29

EVENTS

-BBQ Cookoff Competition & Music in the Park Saturday, May 11 at 12 pm McCord Family Park (150 attendees, 3 cook teams)

-Memorial Day Service Friday, May 24 at 12 pm Edgewood Cemetery (50 attendees)

ATHLETICS

- -Baseball medals and pictures distributed to teams
- -Communicated with coaches and parents: schedules, games, practices, end of season parties
- -Set up and prepped ball fields for game days
- -Supervised practices and games at Harold Rankin Park/CB Huss Field-Cramerton
- -Communication with Parks & Recreation Maintenance regarding ball fields and needs for games



Regular City Council Meeting

Communications Report

Meeting	Agenda Group	
Tuesday, June 11, 2024, 6:00 PM	Consent Agenda Item: 4H	
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Cristy Cummings, Communications Director

Date: 6-1-2024

Re: May Communications Report

- · City website updates
 - · Updated Quick Links on the Homepage
 - Added documents as requested by Department Heads
 - Finalized and published Edgewood Cemetery page on website, added map from GIS Department
 - Added Proposed Budget to website and created news alert on homepage
 - Created news alert for AI phone number
- · Creation of social media content for Facebook and Instagram
 - Event artwork and promotions
 - Holiday/office closing posts
 - o General posts to keep residents in-the-know
 - Weather alerts
 - o Public Works Yard Debris Pick-Up Updates
 - Recognized National Weeks for Public Works, Police, and City Clerk
- CodeRed
 - o Updated CodeRed contacts
 - Sent out City alerts (phone, email, text)
 - BBQ Cookoff & Music in the Park
 - Memorial Day Service and Memorial Day office closing
- General
 - Set up agenda link and ran test meetings for Special City Council meeting
 - o Ran agendalink for Special City Council meeting & troubleshooted video issues (visual) for broadcast
 - 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
 - Helped PD with Gaston County Law Enforcement Memorial Service by handing out programs and taking photos of the event
 - Attended City's Memorial Day Service to take photos of the event
 - · Attended meetings with:
 - Staff Department head meeting

- Council meeting
- Attended Internal Communications webinar



Regular City Council Meeting

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

Meeting	Agenda Group	
Tuesday, June 11, 2024, 6:00 PM	Unfinished Business Item: 5A	
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Cheryl Ramsey, City Clerk

Date: 6-4-2024

Re: Closeout for the Community Development Block Grant - Neighborhood Revitalization (CDBG-NR)

This public hearing is to closeout the Community Development Block Grant Neighborhood Revitalization (CDBG-NR) grant as it was completed on May 1, 2024.

In the FY17 grant, the City received \$750,000 in grant funds from the NC Department of Commerce. With these funds, the City provided housing rehabilitation to eight low-and-moderate-income (LMI) households and rehabilitation repairs to the Community Center including exterior repairs consisting of new doors, window repairs, painting and mortar repair.

Representatives with Withers Ravenel will review and assess the performance of the City's FY17 Community Development Block Grant (CDBG) Neighborhood Revitalization Program during this public hearing.



Regular City Council Meeting

Public Hearing Spencer Ridge Development Agreement

Meeting	Agenda Group	
Tuesday, June 11, 2024, 6:00 PM	Unfinished Business Item: 5B	
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Tyler Cobb, Planning Director

Date: 6-6-2024

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.

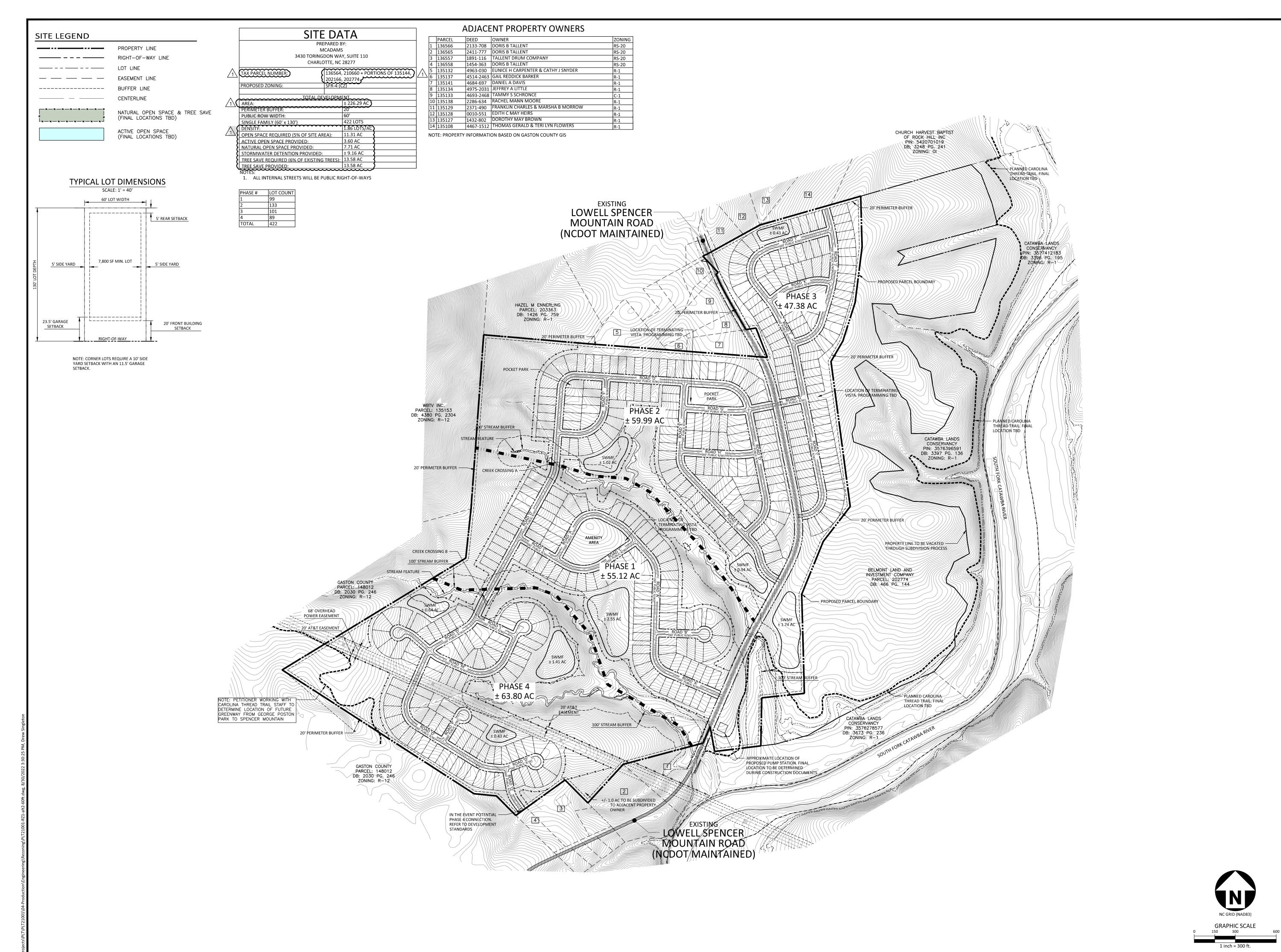
STAFF RECOMMENDATION: Staff and planning board recommend the approval of the proposed Development Agreement. The Planning Board voted unanimously to recommend **APPROVAL**.

Attachments

<u>Version 2.0 202022-08-30 - Spencer Mountain - Rezoning Plan.pdf</u>

<u>ORDINANCE NO 3-24 Spencer Ridge DA ordinance 6-2024.pdf</u>

<u>Spencer Ridge - Development Agreement v13 RL.pdf</u>





McAdams

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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



SPENCER MOUNTAIN SINGLE FAMILY REZONING PLAN

REVISIONS

NO. DATE

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

PLAN INFORMATION

PROJECT NO. PLT21001

FILENAME PLT21001-RZ1

CHECKED BY EM

DRAWN BY JDS

SCALE 1" = 300'

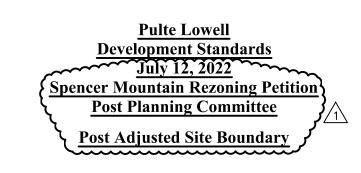
SHEET

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.



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

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CLIENT

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



REVISIONS

SP

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 June, 2024.	
Attest:		
Cheryl Ramsey, City Clerk		
energy reamsey, only elem		
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 ("N.C.G.S.") §160D-1001 through §160D-1012, as it exists on the Effective Date of this Agreement (the "Development Agreement Act"), 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 Exhibit 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 "Phase" and collectively the "Phases") according to the development schedule attached hereto as Exhibit B.
- 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 "SCMs").
- WHEREAS, in connection with the Approvals for Phase 1 (the "<u>Phase 1 Approvals</u>") Developer has agreed to plan, engineer and construct a waterline extension along Lowell Spencer Mountain Road ((hereinafter, the "<u>Phase 1-3 Waterline</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 "<u>Phase 4 Waterline</u>").
- **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, currently located down Lowell Spencer Mountain Road (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 the County Waterline Easement (as defined herein) as necessary for Developer to extend the Existing City Waterline, through the "George Poston Park" in exchange for providing a metered connection to any waterline extended upon the property of the County.
- 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 "Commencement Date"), and shall terminate on the date which is six (6) years thereafter (the "Term"). 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 "<u>Development Schedule</u>"). 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 (250th) 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. <u>Installation of Landscape Buffers</u>. 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 "<u>Landscape Buffer Improvements</u>"). The installation of the Landscape Buffer Improvements shall occur in accordance with the plans approved in accordance with the Rezoning Plan, (the "<u>Buffer Plans</u>") 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 "<u>Buffer Completion Deadline</u>"). 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 ("<u>LDO</u>")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 Deadline"), 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 "<u>Easement Acquisition Notice</u>"). 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 "<u>Offsite Easement Deadline</u>") in the Office of the Gaston County Register of Deeds, the Developer shall notify the City in writing of the same (each an "<u>Offsite Easement Notice</u>").

- Construction of Waterline Phase 1; Phase 4 Waterline; Extension of Utilities. 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 6215 linear feet of 12" waterline along Lowell Spencer Mountain Road, as shown on **Exhibit "G"** attached hereto and incorporated herein (the "Phase 1-3 Waterline Improvements") to the northernmost end of the property / development boundary. In connection with the development of Phase 4, only in the event that a capacity and flow review results in a determination that an extension of the existing waterline through George Poston Park is necessary, Developer shall complete the following improvements: (i) installation of 1,780 linear feet of 12" waterline along through George Poston Park, as shown on Exhibit "G" in accordance with Section 7(a), and (iii) any other encroachment or third party agreements as necessary along with any required environment permits to complete the Phase 4 Waterline (the "Phase 4 Waterline Improvements")(the Phase 1-3 Waterline Improvements and Phase 4 Waterline Improvements collectively and individually, where applicable, 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, if required, 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"). The 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. Subject to a capacity and flow determination regarding the necessity of the extension of the waterline through George Poston Park, Developer has entered into a separate agreement pursuant to which, on or before December 31, 2025, 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 City 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 City Waterline through George Poston Park. and, as necessary for Developer to connect into the Existing City 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 City Waterline and construction of a sight triangle. Furthermore the County Waterline Easements shall provide that the Developer shall have the option to dedicate the same for maintenance to the City, upon the completion

of all Waterline Improvements contemplated therein. In the event that a determination is made regarding Phase 4 capacity, pressure and flow, such that the extension of waterline through George Poston Park not necessary or needed to provide sufficient capacity to the Project, Developer shall have no obligation with regard to this Section 7(a) or to install any waterline through George Poston Park.

- 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 "<u>Force Main Improvements</u>"). 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 "<u>Force Main Plans</u>") 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 Phase 1 (the "<u>Force Main Completion Deadline</u>"). The substantial completion of the Force Main Improvements shall be evidenced by Developer's delivery to Town of the certification of substantial completion and 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; Trail Access Point Construction. Following Developer's acquisition of the Property and in connection with the development thereof, Developer shall design and plan a location for neighborhood access to the Trail as part of the 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 all neighborhood connectors as shown on the Construction Drawings. The Parties agree that the Trail Easement shall be granted prior to that date on which the fiftieth (50th) CO is issued for the applicable Phase in which the Trail and Trail Easement are located (the "Easement Grant Deadline"). The trail access points will be constructed as part of the development of Phases 2 and 4. The completion of the Trail Easement shall be evidenced by 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 Access 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 Construction Drawings, 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 Policy for Managing Utility Allocations & Extensions, 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.
- 14. <u>Transportation Improvements</u>. The Developer shall (a) 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; 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 "<u>Transportation Construction Documents</u>") 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 <u>Exhibit "F"</u>, attached hereto an incorporated by reference herein (each a "<u>Transportation Improvements Completion Deadline</u>" and collectively, the "<u>Transportation Improvements Completion Deadlines</u>"). 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.
- 22. <u>Notices</u>. 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

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 "<u>Cure Period</u>").
- 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. <u>Acquisition Contingency</u>. 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.
- 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:	
Date	Official Signature of Notary Public
	Notary printed or typed name
[OFFICIAL SEAL]	My commission expires:

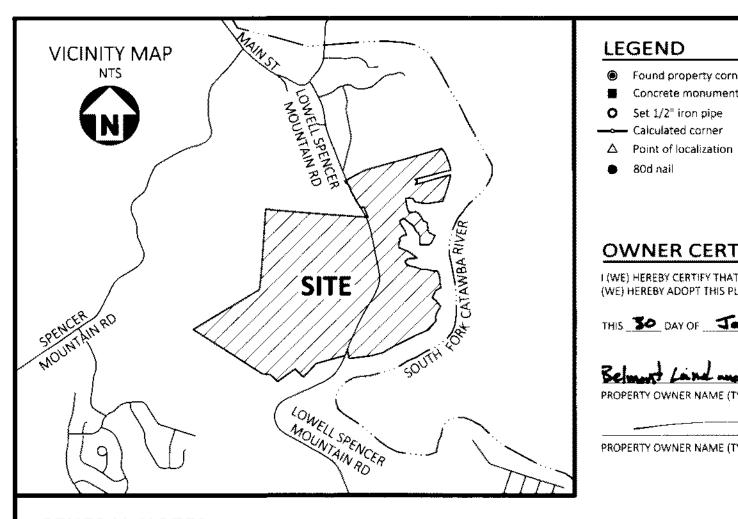
IN WITNESS WHEREOF, the City caused this Agreement to be duly executed and sealed pursuant to proper authority as of the day and year first above written.

CITY OF LOWELL, NORTH CAROLINA	ATTEST	
BY:	BY:	
Name:	Name:	
Title:	Title:	
STATE OF NORTH CAROLINA COUNTY OF		
I, a Notary Public of such Courand personally	nty and State, certify that y appeared before me this day, each acknowledging to me and of the City of Lowell, duly given and as the act of the City of Lowell, North	
Carolina, the foregoing documen	duly given and as the act of the City of Lowell, North t was signed in the City's name by such 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

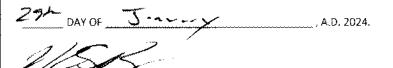
DAY OF FEBRUAY GASTON COUNTY REVIEW OFFICER

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 8 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)
	3	287,942 SQ. FT. (6.61 ACRES)
ľ	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

2100 South Tryon Street Suite 400 Charlotte, NC 28203 phone 704, 527, 0800

The John R. McAdams Company, inc

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

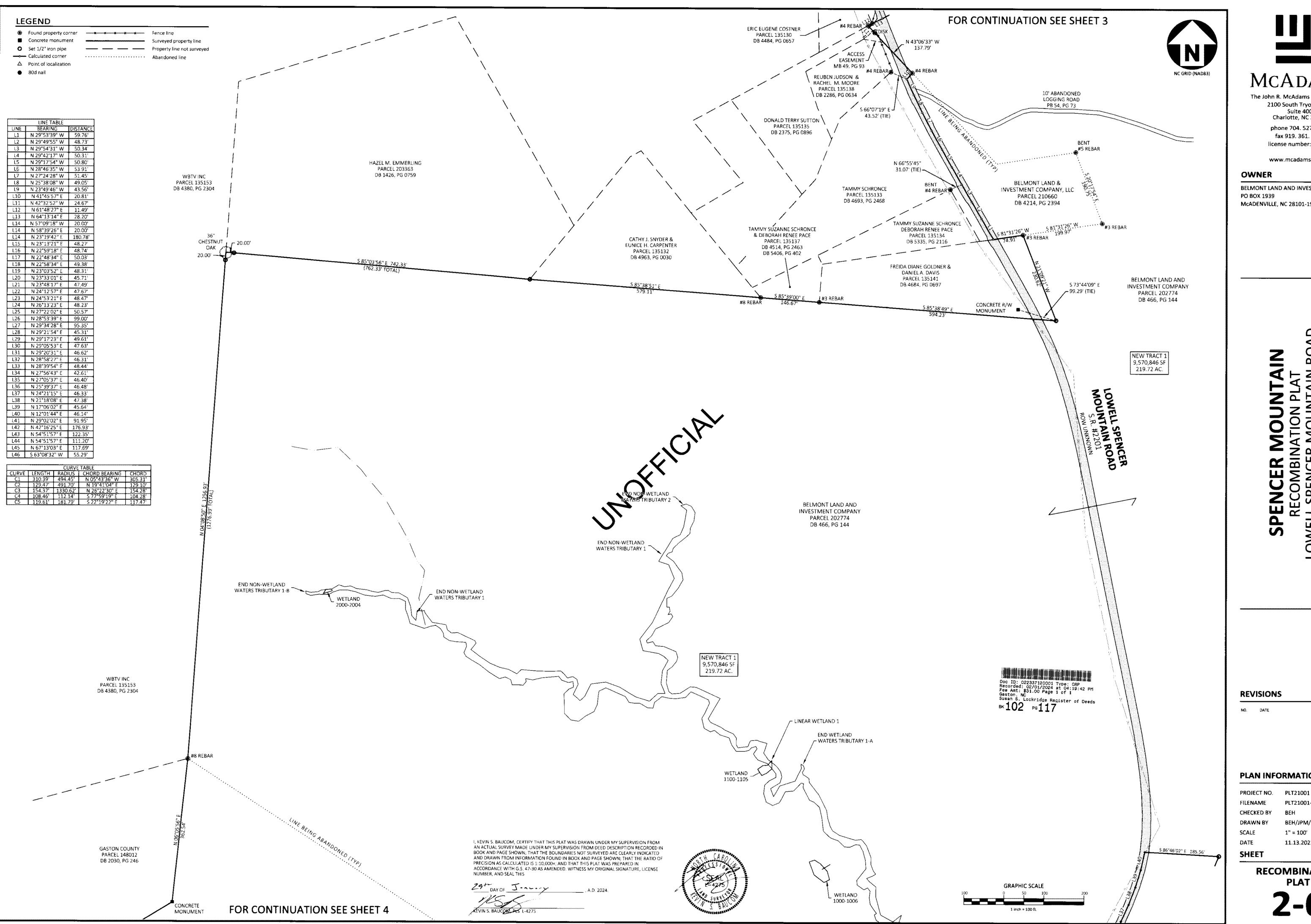
PROJECT NO. PLT21001 FILENAME CHECKED BY DRAWN BY

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

PLT21001-F1

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

license number: C-0293 www.mcadamsco.com

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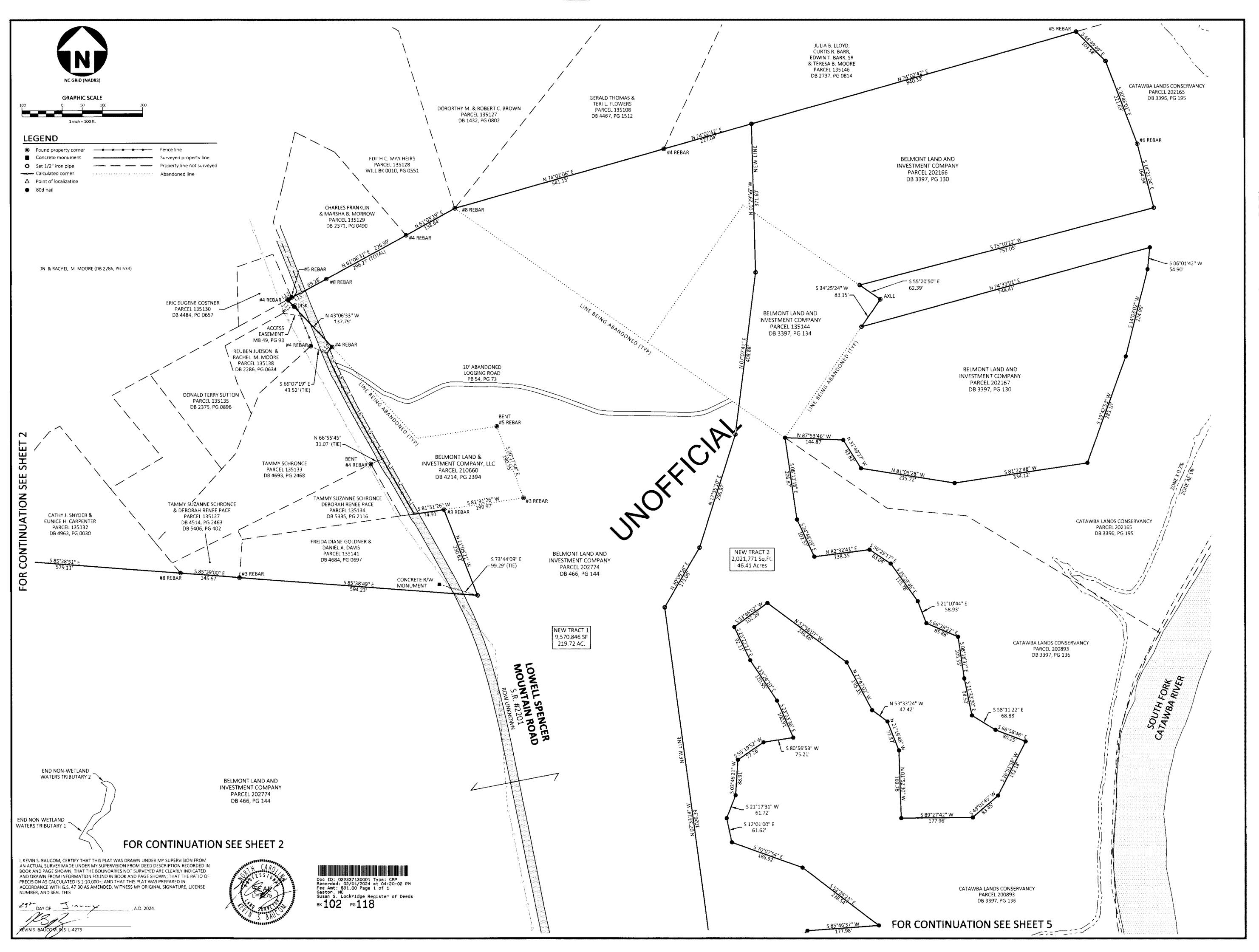
REVISIONS

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

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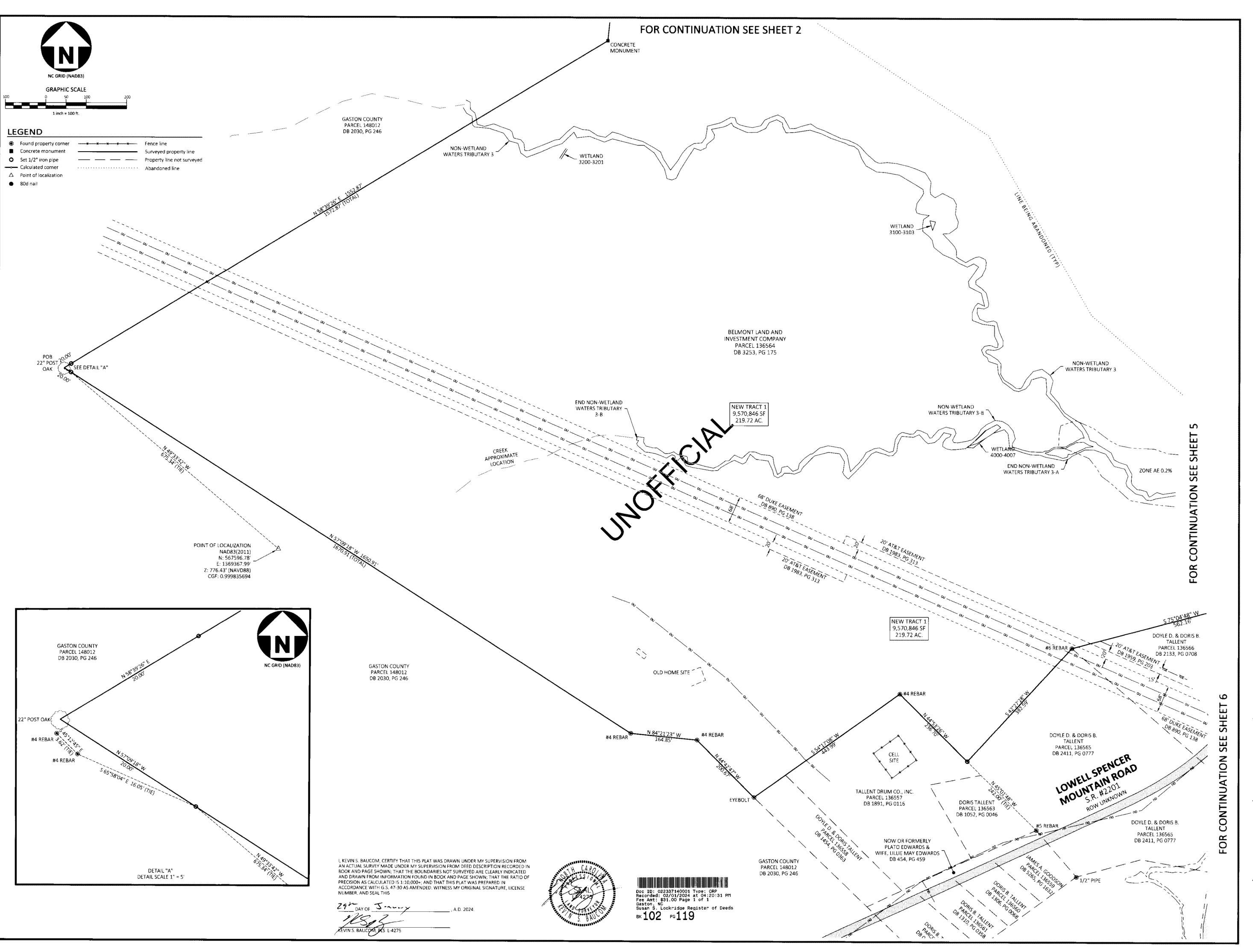
SCALE 1" = 100'
DATE 11.13.2023

SHEET

RECOMBINATION

3-6

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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

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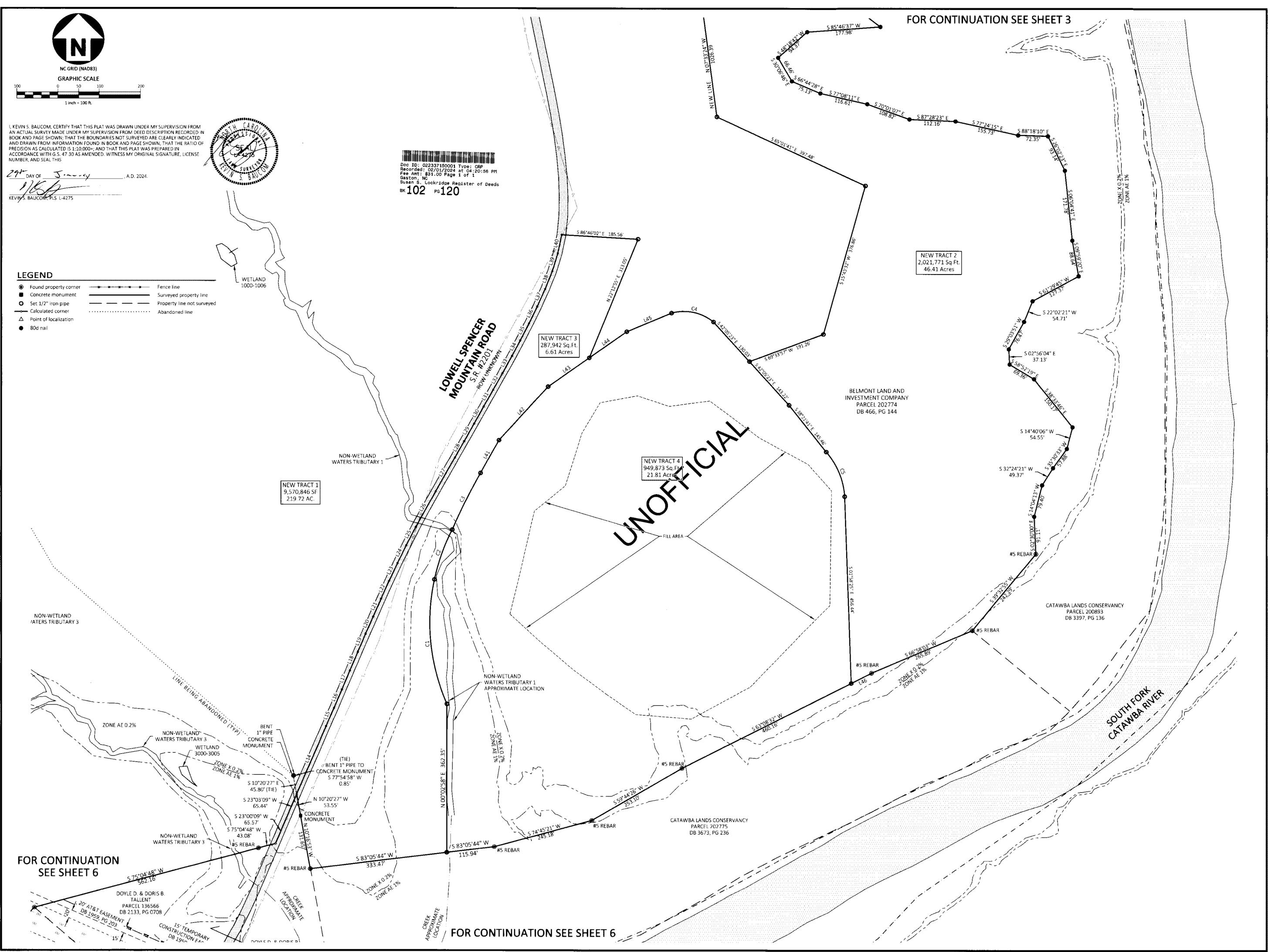
SCALE 1" = 100'

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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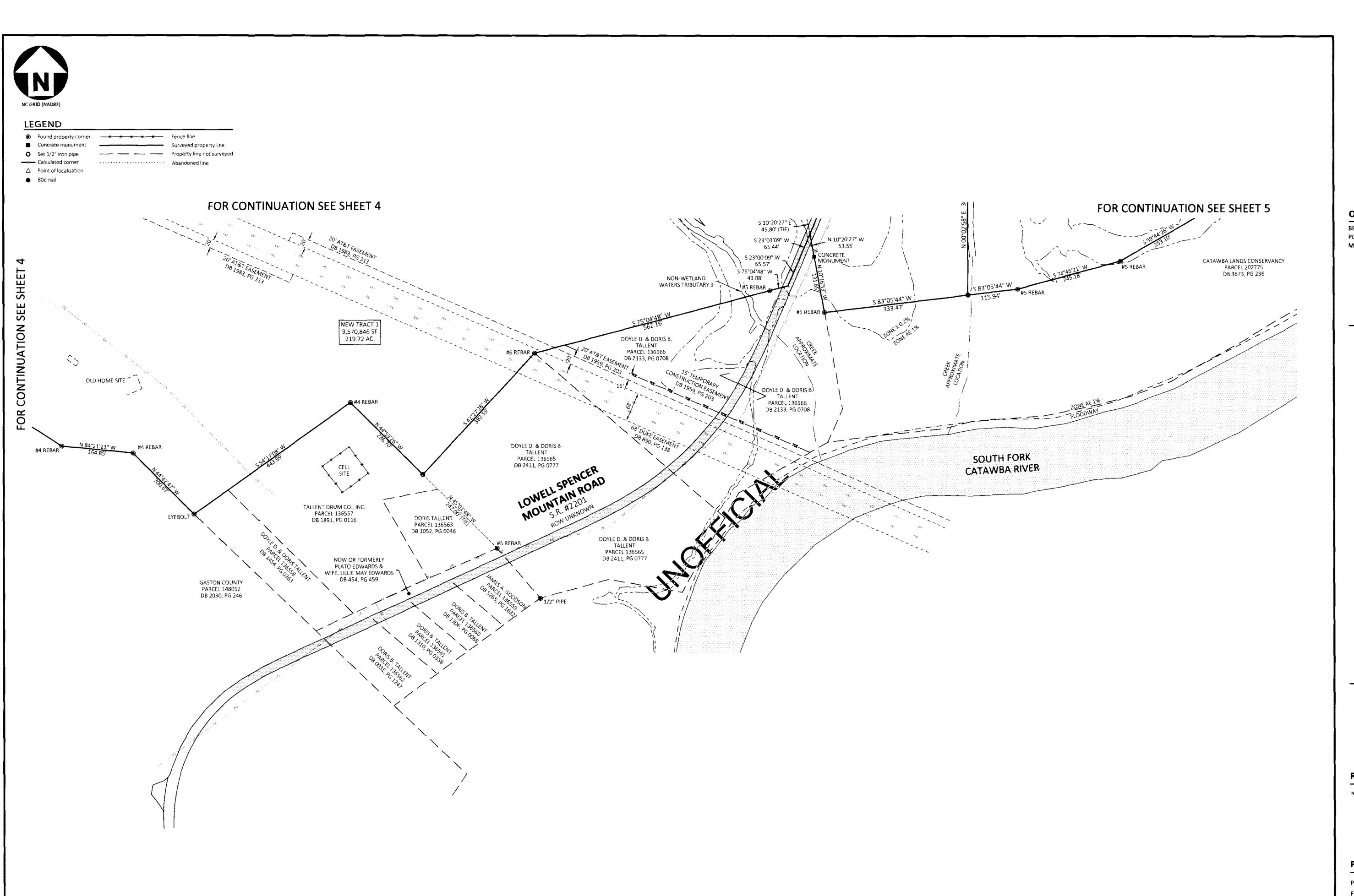
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RECOMBINATION PLAT

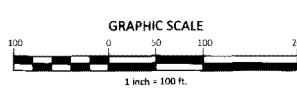
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Gaston, NC
Susan S. Lockridge Register of Deeds
BK 102 Pg 121





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

www.mcadamsco.com

OWNER

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

ICER MOUNTAIN OMBINATION PLAT PENCER MOUNTAIN ROA

REVISIONS

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PLAN INFORMATION

PROJECT NO. PLT21001

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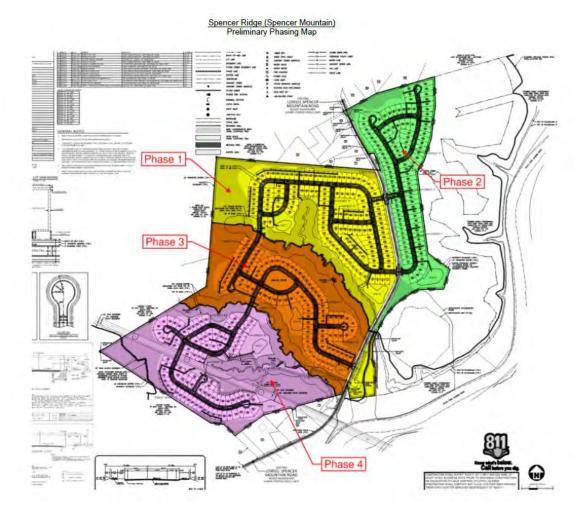
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RECOMBINATION
PLAT

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

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



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

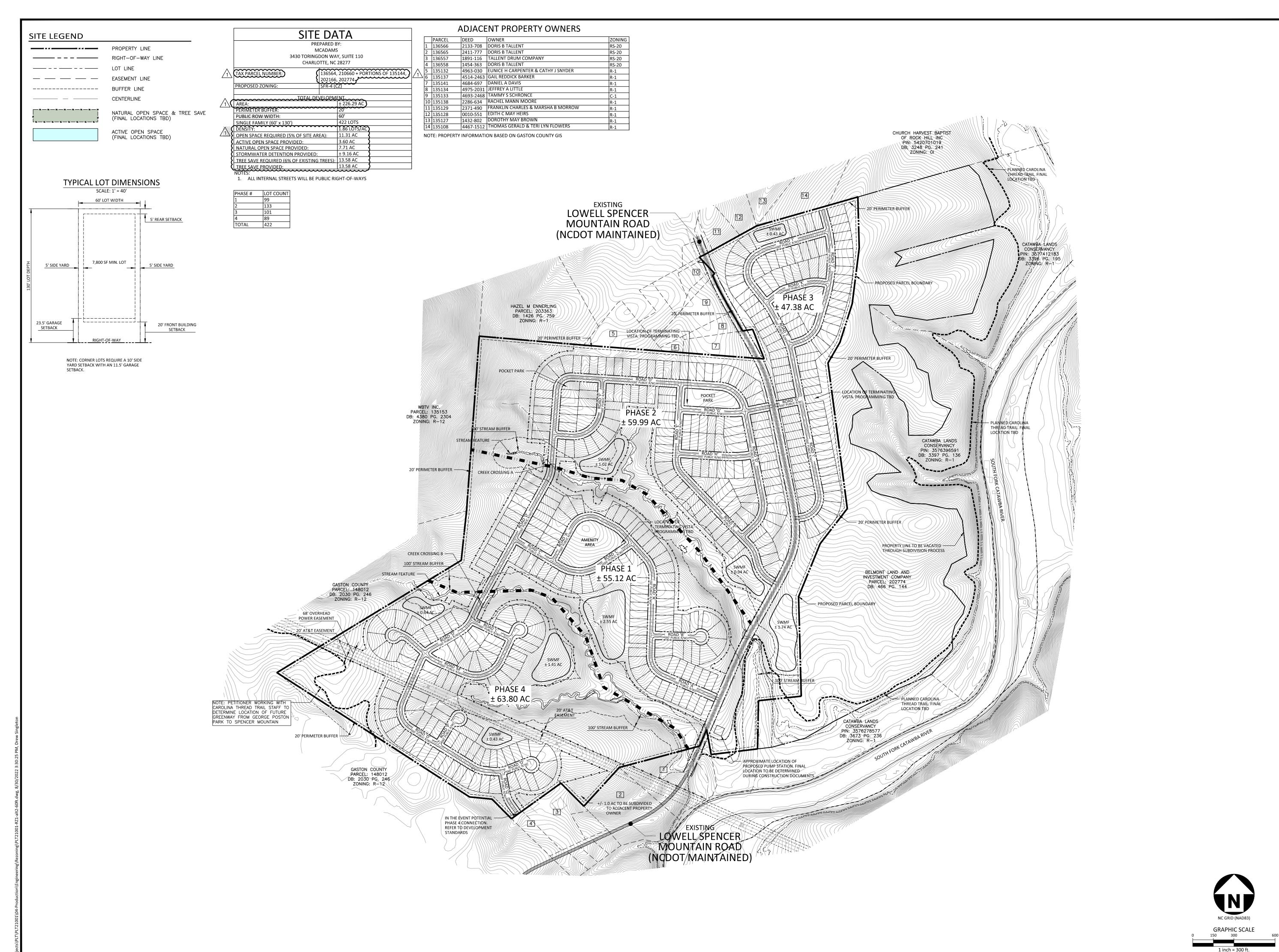
a. The Petitioner shall provide a minimum of three license plate readers to be operated for a minimum of five years unless otherwise agreed to by the City Manager. The license plate readers shall be installed at the primary entrance for each phase prior to the last certificate of occupancy for the respective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



Y KOAD

SINGLE FAMILY
REZONING PLAN
LOWELL SPENCER MOUNTAIN RC

REVISIONS

SP

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'

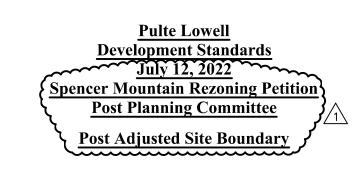
DATE 12.10.2021

SHEET

REZONING PLAN

RZ.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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").
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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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- **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.

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- **c.** The proposed roofing materials will be architectural shingles, slate, tile and/or metal.
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- iii. In areas where the BUA is greater than 10%, Stormwater Control Measures (SCMs) capable of

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- 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.
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- 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

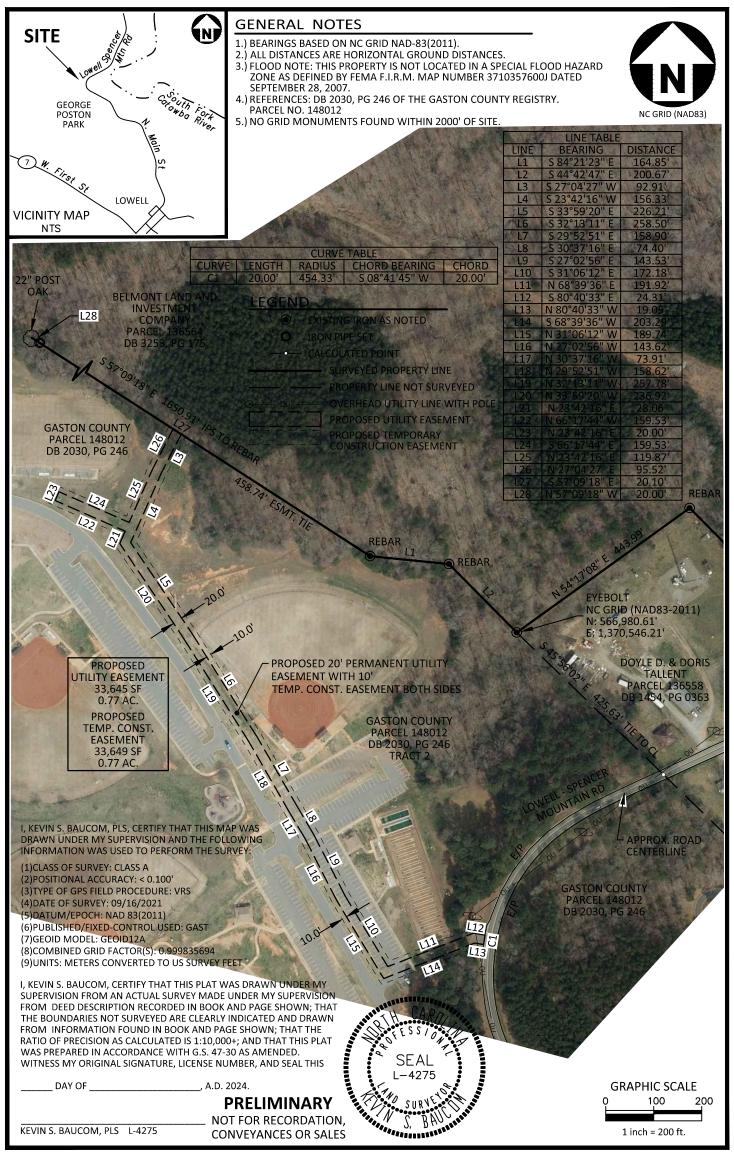
DRAWN BY **SCALE** DATE 12.10.2021

SHEET

REZONING NOTES

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

EXHIBIT D COUNTY WATERLINE EASEMENT





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

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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 LEN23006-Q7 FILENAME CHECKED BY **KSB** DRAWN BY JC SCALE 1"=200' DATE 4.2.2024

EXHIBIT E UTILITY ALLOCATION PROCESS

<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.
 - 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:
 - 1. 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 the day of August 2023

Sandy Railey, Mayor

Chery Ramsey, City Clerk

Original version adopted on August 10, 2021

Revision Adopted March 14, 2023

Revision Adopted August 15, 2023

EXHIBIT F

TRANSPORTATION IMPROVEMENTS & COMPLETION DEADLINES

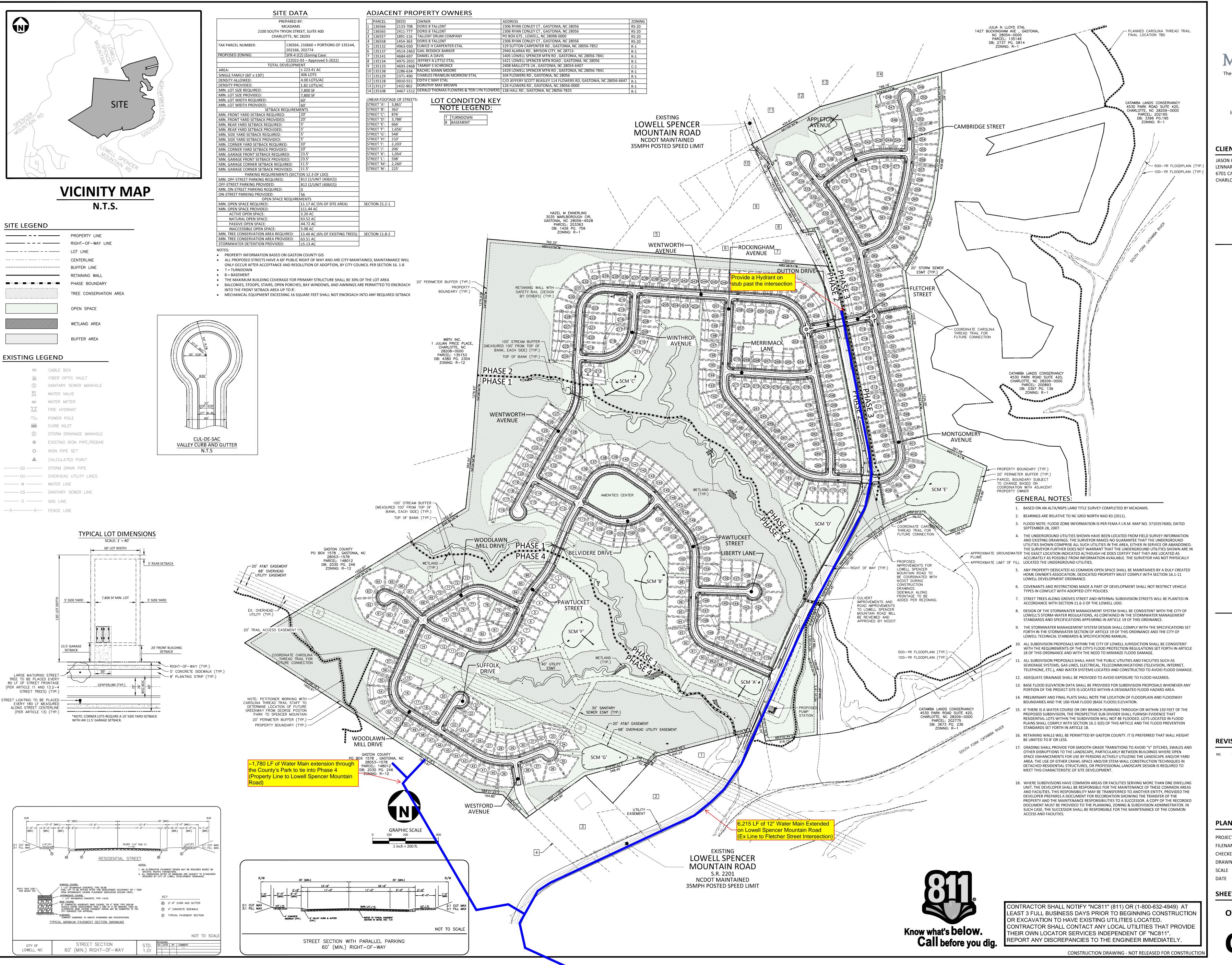
- A. PHASE 1 Transportation Improvements
 - 1. Access B including Northbound Left Turn Lane with 100' storage
 - i. Will be commenced simultaneously with Phase 1
 - 2. Access D (no required
 - i. Will be commenced simultaneously with Phase 1
- B. PHASE 1 Transportation Improvements Deadline On or before the issuance of the fiftieth (50th) CO for Phase 1.
- C. PHASE 2 Transportation Improvements
 - 1. 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 (50th) 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 (50th) CO for Phase 2 or (ii) the issuance of the 180th CO for the Project.
 - ii. The Access E NBRTL will be completed on or before the earlier of (i) the issuance of the fiftieth (50th) 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.

EXHIBIT G

Waterline Improvements



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fax 919. 361. 2269

license number: C-0293, C-187

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CLIENT JASON GALLOWAY

6701 CARMEL ROAD SUITE 245 CHARLOTTE, NC 28226



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. LEN-23006 FILENAME LEN23006-OAS1

CHECKED BY DRAWN BY 1" = 200' 04. 01. 2024

SHEET

OVERALL SITE PLAN



Regular City Council Meeting

Consideration of Budget Amendment #13

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Unfinished Business Item: 5C
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-5-2024

Re: Consideration of Budget Amendment #13

Please see the attached revised Budget Amendment #13. This is to receive funds from the FY 2021 Wastewater AIA Grant. This is the final payment for this grant from FY 2021.

Attachments

Budget Amendment #13 FY 2023-2024 Revised.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:		
Revenue:	Decrease	<u>Increase</u>
30-3303-0000 Wastewater AIA Grant-FY 2021	<u>Decrease</u>	\$67,521.00
This will result in an increase of \$67,521.00 in the Water/S revenues budgeted for FY 23-24 from \$1,905,709.24 to \$1		imated revenues, bringing the
Section 2: To amend the Water/Sewer Fund, the appropri	ations are to be	changed 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 \$67,521.00 in Services in FY 23-24 from \$10,000.00 to \$77,521.00.	n the WWTP ap	opropriations for Professional
This amendment is to receive funds from a FY 2021 Waste	ewater AIA Gra	ant.
Section 3 : Copies of this budget amendment shall be furnithe Budget Officer and the Finance Officer for their direct		rk of the City Council, and to
Adopted this day of June, 2024.		
		Mayor
Attest:		
City Clerk		



Regular City Council Meeting

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

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Unfinished Business Item: 5D
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 6-4-2024

Re: Consideration of 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, the previous Grant Project Ordinance dated 12/04/2023, and the minutes from the previously approved Grant Project Ordinance.

Information gathered since the City Council meeting on May 14, 2024:

We have spent out approx. \$343,432.00 of this grant to date. The resulting engineered drawings will likely be ready for permitting by early June and Withers Ravenel has completed approximately 80% of the project now. The Engineering Report (ER) has been submitted and we have received comments back from DWI and Withers is working on those comments now.

As noted in the initial City Council approval of the Withers Ravenel task order contract in 2023, there are a few options to fund the \$188,000 of cost that needs to come from the City of Lowell and the current recommended option is to utilize current year System Development Fees paid by new developments already to the City of Lowell.

Additionally, the following information was ascertained during a web meeting with DWI on June 4, 2024:

If the Council selected to stop the project, the State may accept a report of what has been done and might consider bringing the total value of the grant down to near that current amount. This possible avenue was not fully promised by DWI personnel because of the hypothetical nature of this situation. This amount would likely not be the \$343,432.00 cost mentioned above as Withers Ravenel is still performing work with addressing comments from the ER.

General Funding Info:

Funding is much more competitive than it used to be for Water and Sewer projects. The State Water Infrastructure Authority (SWIA) awardee list is much longer than it typically is. Conversely, wastewater treatment plant expansion/new builds receive lower grant scoring and DWI personnel were not confident that it would be applicable for funding in Lowell's situation. If this Pre-Construction Grant stops, the SRF Grant/Loan for the construction of this project will likely be reappropriated to another municipality. Additionally, the EPA has warned DWI of expeditious funding with a recent memo and they require not delaying State Revolving Fund (SRF) funded projects. This is the construction loan/grant that Lowell has been approved for regarding the regionalization of the WWTP with Two Rivers Utilities, or what this Pre-Construction Planning Grant prepares the City to accomplish. Staff discovered on this web meeting that the City of Lowell was highlighted to receive additional discretionary which has brought the SRF loan amount down to \$4,598,703, which resulted in DWI converting the additional portions of our proposed loan to a grant.

As explained in the Lowell Council work session on May 30, 2024, staff and our consultant believes the SDF Loan/Grant offered to the City is the lowest cost funding to prepare Lowell for future growth and assure wastewater treatment capacity moving forward.

Also, see the attached budget amendment (Agenda Item 5E) to use System Development Fees (SDF) to fund the additional \$188,000 for this SRP-W-ARP-0301 project to complete the engineering and permits to have bid documents ready regarding the Lowell WWTP regionalization project.

Attachments

AMENDED GRANT PROJECT ORDINANCE - LOWELL WWTP PLANNING (SRP-W-ARP-0301).pdf
GRANT PROJECT ORDINANCE DATED 12-04-2023.pdf
WRE Task Order Lowell WWTP Decommissioning and PS Signed.pdf
Minutes City Council Meeting 12-4-2023.pdf
Minutes City Council Meeting 10-10-2023.pdf

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		nance shall be furnished to the Clerk, the Budget Officer, and the this project.
Adopted this the	_ day of	, 2024 at the City of Lowell , North Carolina.
		Larry Simonds, Mayor
ATTEST:		
Cheryl Ramsey, City C	Clerk	

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).

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

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

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:



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



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.

- A. 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;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;

Environmental Services

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



Offsite/Specialty

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

Planning/Studies

- 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

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

Stormwater Services

- Stormwater Management Plan;
- Stormwater Pollution Prevention Plan (SPPP) update or revision;
- Secondary containment designs;
- SCM design;
- Culvert design;
- 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;
- Downstream impact analysis;
- Nutrient calculations;
- Peak flow analysis;
- SCM conversion;
- o Building permits and associated work;
- 401/404 permitting;
- Floodplain Development permit;
- Sign permitting;

Landscape Architecture Services

- Landscape layout and design;
- Irrigation design;
- Hardscape design;
- Enhanced landscape design beyond minimum requirements:
- Entrance/signage feature design;
- Water feature and/or pool design;
- 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:

Rosenboom Date: 2023.10.16 16:49:3. -04'00'	3 Many 10/
Signature Da	te Signature
Chris Rosenboom, PE	Scott Attaway
Name	Name City Managar
Director of Utilities, Charlotte Title	City Manager Title
THE	Title
Digitally signed by Ken Orie Date: 2023.10.16 16:49:02 -04'00'	
Signature Da	- te
Ken Orie, PE	
Name	_
Practice Area Lead, Utilities	
Title	_
PREAUDIT STATEMENT: This instrume Government Budget and Fiscal Control	ent has been preaudited in the manner required by the L Act (NC G.S. 159-28(a)).
Signature of Finance Officer:	Lisa Nolen
Signature of Finance Officer: Printed Name:	<u>Lisa Nolen</u> Lisa Nolen

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.
- 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.



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.

Unique Entity ID CAGE / NCAGE SK8ECFTPUEH7 8T6L1

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

Business Information

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

Congressional District State / Country of Incorporation URL

North Carolina 04 North Carolina / United States www.withersravenel.com

Registration Dates

Activation Date Submission Date Initial Registration 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

8PQT6 WITHERSRAVENEL, INC. EMPLOYEE STOCK

OWNERSHIP TRUST

Highest Level Owner

CAGE Legal Business Name

(blank) (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 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

SAM 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.

Financial Information		
Accepts Credit Card Payments	Debt Subject To Offset	
Yes	No	
EFT Indicator	CAGE Code	
0000	8T6L1	

Electronic Business

8. 115 Mackenan Drive Christopher C Bryant Cary, North Carolina 27511

United States

Government Business

8. 115 Mackenan Drive Kerry T Colwell Cary, North Carolina 27511

United States



ATTACHMENT C

E-VERIFY AFFIDAVIT

COUNTY OF WAKE	
I, C. CHAN BRYANT (the individual attesting bel	low), being duly authorized by and on behalf of
Withers Pavenel (the entity bidding on project herein	after "Employer") after first being duly sworn hereby
swears or affirms as follows:	
 Employer understands that <u>E-Verify</u> is the federal E-Verify program operations of the program of the security and other federal agencies, or any successor or equivalent program of the employees pursuant to federal law in accordance with NCGS §64-25(5). 	sed to verify the work authorization of newly hired
 Employer understands that <u>Employers Must Use E-Verify</u>. Each employee through E-Verify in action of the employee through E-Verify in action. 	
 Employer is a person, business entity, or other organization that transacemployees in this State. (mark Yes or No) a. YES, or b. NO Employer's subcontractors comply with E-Verify, and if Employer is the compliance with E-Verify by any subcontractors subsequently hired by Employer 	e winning bidder on this project Employer will ensure
Signature of Affiant: C. C. CHAN BURNT	
State of North Carolina County of Wake	
Signed and sworn to (or affirmed) before me, this the	(Aff
day of Jahnary 2023	(Affix Official/Notarial Seal)
My Commission Expires:	Notari
10/18/26 PUBLIC	al Seal)

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.

- **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.

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 PM

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

6l. 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



Regular City Council Meeting

Consideration of Budget Amendment #15

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Unfinished Business Item: 5E
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6/5/2024

Re: Consideration of Budget Amendment #15

Please see the attached Budget Amendment #15 to receive funds from System Development Fees-Water & Sewer in the amount of \$164,940.00. The City of Lowell has collected \$164,940.00 more than what was budgeted for this revenue. This provides local funds needed for the SRP-W-0301 project from the System Development Fees. These fees are paid by new developments occurring in the City of Lowell.

Attachments

Budget Amendment #15 FY 2023-2024.pdf

City Of Lowell Budget Amendment #15 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:

	<u>Decrease</u>	<u>Increase</u>
30-3730-0300 System Development Fee-Water		\$ 36,180.00
30-3730-0400 System Development Fee-Sewer		\$128,760.00

This will result in an increase of \$164,940.00 in the Water/Sewer Fund estimated revenues, bringing the revenues budgeted for FY 23-24 from \$1,973,230.24 to \$2,138,170.24.

Section 2: To amend the Water/Sewer Fund, the appropriations are to be changed as follows:

Water/Sewer Fund: Expenses:

	<u>Decrease</u>	<u>Increase</u>
30-8200-0400 WWTP Professional Services		\$164,940.00

This amendment will result in an increase of \$164,940.00 in the WWTP appropriations for Professional Services in FY 23-24 from \$77,521.00 to \$242,461.00.

This amendment is to receive funds from System Development Fees to be used for funding the SRP-W-ARP-0301 project to complete the engineering and permits to have bid documents ready regarding the Lowell WWTP.

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 June, 2024.	
		Mayor
Attest:		
City Cle	erk	



Regular City Council Meeting

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

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	Unfinished Business Item: 5F
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 6-6-2024

Re: Public Hearing for Adoption of the Fiscal Year 2024-2025 Annual Budget Ordinance, Set the FY 24-25 Property Tax Rate, and Adopt the FY 24-25 Rates, Fees, and Charges

The Fiscal Year 2024-2025 Draft Budget Message and Budget Ordinance were presented at the May 14, 2024 Regular City Council meeting and they are attached for your review and consideration.

Attachments

Full City Managers FY25 Budget Message and Proposed Budget Packet 5_14_24 Revised 2.pdf



City Manager's Budget Message FY 2024-2025

May 14, 2024
Lowell Mayor Larry Simonds
Members of Lowell City Council
City of Lowell
North Carolina

Dear Mayor and Council,

INTRODUCTION

In accordance with Chapter 159, Article 3 of the NC General Statutes, the Local Government Budget and Fiscal Control Act, I am pleased to submit the proposed City of Lowell annual budget for Fiscal Year 2024-2025 for your review and consideration. The annual budget is our financial plan that will guide Lowell through the upcoming fiscal year. Under the general direction of the Mayor and City Council, staff will implement and manage the new budget in a way that takes advantages of opportunities and prepares the City for future challenges, while maintaining the character of the Lowell that we all appreciate. I would like to thank all of our employees for their hard work in preparing this budget.

Throughout the budget message, I will focus on the major characteristics of this proposed budget as they relate to the Council's FY 22-24 Strategic Vision and Goals. Also, highlighting the continuance of the General Fund Capital Improvement Plan (CIP), and the development of a Community Investment Fund (CIF). In the current year of budget planning, the new City Council have emphasized the importance of reducing fees and property taxes.

Two budget retreats were held in January and February, as well as budget work session Council meetings in March and April.

Mission Statement

The City of Lowell delivers excellent public services through transparent leadership and community engagement.



Core Values

COMMUNITY INVESTMENT FUND (CIF) and PROPOSED TAX RATE

One cent of ad valorem property tax per \$100 of assessed value provides the City with \$66,329 of tax revenue to support City operations. These figures are subject to change with the final collection of the Gaston County Tax Office, but are representative of a 99% collection rate of FY24 ad valorem taxes.

Considering the increased rate of collection of ad valorem taxes, and the Council's desire to reduce taxes and fees, the proposed budget contains a recommended tax rate decrease of 5.5 cents, from 49 cents to a tax rate of 43.5 cents per \$100 of assessed value, and provides 4.5 cents of the 43.5 cents, or \$298,480, to the Community Investment Fund (CIF) in order to begin and/or continue of the following projects within the CIP, in full or in part:

A	В	C	D	
Projects Identified	Total Cost	Grant/Outside Funding	Net City Impact	
Projects Funded in Curre	nt CIP			
Public Works Facility	6,000,000	(2,000,000)	4,000,000	
City Hall / Police (Land)	285,419	-	285,419	
Indoor Rec. Center (Land)*	500,000		500,000	
Indoor Rec. Center (Reno.)	600,000	-	600,000	
Harold Rankin Park (Initial)	1,200,000	(1,000,000)	200,000	
Carolina Thread Trail	370,000	(277,080)	92,920	
8 I-85 Betterments	1,892,167	(946,084)	946,083	
Roads / Paving	600,000	(600,000)	-	
Downtown Parking	75,000	(75,000)	7	
1 Community Center Imp.	75,000	(75,000)		
Total	11,597,586	(4,973,164)	6,624,423	
Projects NOT Funded in C	current CIP			
City Hall / Police Facility	11,500,000		11,500,000	
Riverfront Park	12,340,000	-	12,340,000	
Harold Rankin Park (Future)	3,800,000	-	3,800,000	
7 Bob Bolick Park	1,800,000	-	1,800,000	
Total	29,440,000	- 14	29,440,000	

^{*}Funded from ARPA Revenue Replacement Funds previously transferred into the Capital Reserve.

Mitch Brigulio with Davenport Public Finance and the City Manager explained the background of establishing the CIF fund during the budget retreats in early 2024. The CIF fund is a type of fund for existing and future capital expenditures which laid out a best practice approach to capital planning and debt modeling which has been in use in cities for many years, and offers Lowell an opportunity to leverage a proven tool to help ensure future success.

The purpose of the fund is for all future capital needs of the City, including, but not limited to, city infrastructure projects, capital equipment, property acquisition, grant matches, etc. Funds that were traditionally spent out of the various general fund departments and shown in the capital

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budget will reside in this separate fund structure. This fund will specifically be funded by the current fund balance that exceeds 50% of General Fund Expenditures Goal and a specific allocation of the tax rate as mentioned above. The prior establishment of this fund has authorized staff to make transfers to the CIF and provide a continuous flow of funds to the CIF when there are funds available above the [future] fund balance % to GF expenditures goal.

The City has worked to plan and fund capital improvements using sound financial management and responsible stewardship alongside the Council's priorities. Strong debt policies and debt modeling have served the City well, as reflected in Lowell's Financial Statements. This proven tool will enable the City to continue funding the General Fund CIP. The proposed budget includes \$298,480 (or 4.5 cents) being allocated to the CIF Fund for capital projects and infrastructure. More funding will be needed in the future to address City Hall and Police Department facility needs.

COUNCIL GOALS

The City Council reviewed their FY 22-24 Goals during the budget retreats in early 2024 and plan to complete a new strategic vision during the 24-25 fiscal year with increased citizen involvement. The strategic vision is the policy document that staff use to integrate the Council's Vision into the relevant departments and service deliveries. Below are the existing goals that were not changed during the FY25 budget retreats. A new plan is planned for this Fall.

Current Goals FY22-FY24

Continuosly Improve and Expand Water, Sewer, and Stormwater Infrastructure

Continuosly Improve and Expand City Streets and Sidewalks

Develop and Update Public Facilities
Enhance Multi-Generational Parks and
Recreational Activities
Develop Land Use Master Plans for
Targeted Areas

STATE BUDGET GRANTS and OTHER DIRECT FUNDING

During the adoption of the State of North Carolina's last budget, the City of Lowell received \$8.25 million in direct appropriations for water and sewer projects and \$150,000 from the Regional Economic Development Reserve funds for the purchase of a downtown parking lot and interior repairs to the Lowell Community Center.

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FISCAL SUMMARY

General Fund

The City of Lowell's fiscal position is positive due to conservative fiscal management and strict adherence to the Fiscal Policy. With the approved residential and commercial developments that have occurred during prior years, there are future revenues that will continue to sustain operations and necessary planning for the future. Over the last four years the City has accomplished a number of strategic goals, all while increasing the City's General Fund Unobligated Fund balance to a healthy level. The current unassigned fund balance increased from \$2,107,230 to \$3,737,187 (up 77.35% since year prior) which equated to 79.8% of General Fund expenditures. Overall, maintaining a strong fund balance allows for fiscal resiliency that is needed to withstand uncertainty. This is an indicator that the City is in a much better position to deal with unexpected needs that may arise such as weather disasters, inflation, and aging infrastructure needs.

In accordance with the Council's Strategic Vision to *Develop and Update Public Facilities* for the citizens, the Council established the Community Investment Fund (CIF) during the February 14, 2023 Council meeting for revenues beyond the 50% goal of the General Fund Unobligated Balance. The current balance of the CIF is \$1,716,449.

OTHER GRANTS

The City continues to be aggressive in seeking grant funding and will continue to do so with adequate resources. In this upcoming fiscal year, the City will prioritize state directed grants, complete the Water AIA mapping grant, and closeout prior CDBG grants and the Gaston County Township grant.

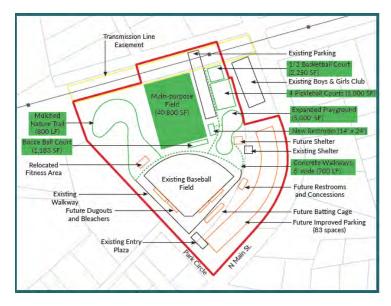
In accordance with the Council's Strategic Vision to *Enhance Multi-Generational Parks and Recreational Activities*, \$1 million in funding for Harold Rankin Park has been secured during FY 24 through the Parks and Recreation Trust Fund (PART-F) in the amount of \$500,000 and the Land and Water Conservation Fund (LWCF) in the amount of \$500,000. Each grant offsets the match from one another. Attention to grant requirements and project management is paramount to effectively utilizing these funds. Staff support is critical to aid in this grant administration, along with our on-call engineering partners. See the map on the following page of the Harold Rankin Park improvements that \$1 million in grant funds have been applied for:

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The City was awarded a \$127,080 grant from the Carolina Thread Trail (CTT) during FY 23 and the City is expected to implement construction of the Carolina Thread Trail with the CTT grant and matching ARPA funds of \$50,000 during FY 25 jointly with Gaston County to connect substantially to Spencer Mountain and the future Spencer Ridge subdivision. This trail will be approximately 50% of the entire Lowell trail segment.







This project includes constructing a natural surface trail estimated to be 2,752 linear feet long and 6 feet wide

Water/Sewer Fund

The sustainability of the Water and Sewer Enterprise Fund has been a major focus of the City Council. This self-sufficient fund may not be supported by tax dollars but by user fees. The unrestricted net position, per the FY 23 Audit is \$442,946. This fund balance will need to continue to grow to handle emergency repairs. It is imperative to maintain a plan to address the maintenance and capital improvements necessary to ensure the City can continue to provide water and sewer service to its customers well into the future. In 2024, the City Manager commissioned an update to the 2023-2024 Capital Improvement Plan (CIP) to ensure the best

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use of awarded grant funds from the State and an analysis of the water and sewer fees. This 10-year plan provides the blueprint to meet our current and future needs while the rate recommendations provide the recommended means to fund the CIP. System Development Fees (SDF) are estimated to substantially rise with new developments occurring in Lowell. This is an equitable way to distribute expenses to the water and sewer infrastructure and ensure that new development pays their fair share of system improvements and maintenance.

The NCDEQ Pre-Construction Planning Grant to engineer plans to send all of Lowell's wastewater to a Two Rivers pump station in McAdenville will be completed in June of 2024. The City also secured a State Revolving Fund (SRF) Loan/Grant for the construction of the pump station listed above and to decommission the Lowell WWTP. The SRF funding consists of a \$2,806,357 Sewer Overflow and Stormwater Reuse Grant and an SRF loan of up to \$5,098,357 that will be repayable at an interest rate of .76%. Up to \$500,000 of the principal amount of the loan will be forgiven. The City Council will continue to review this option to manage future increased demands from new sewer customers in the City of Lowell. A decision to proceed is required during 2024 to advance this project.

Stormwater Fund

In January 2020, the State of North Carolina Department of Environmental Quality issued the City of Lowell a Notice of Violation regarding our MS4 Stormwater Permit. To avoid costly fines from NCDEQ and the EPA, Lowell was required to submit a Stormwater Management Plan (SWMP) that NCDEQ had a guiding hand in developing, in order to sufficiently address stormwater quality within our city limits.

The FY24 budget included a full-time Stormwater Administrator to meet the needs as listed above. This department is funded entirely by user fees. Capital equipment is included in this budget to enable city crews to do stormwater repairs throughout the City. The Council indicated the desire to reduce the stormwater fee to \$4.75 per equivalent residential unit (ERU), which is a \$2 decrease from prior years. Compliance with NCDEQ MS4 requirements and minor in-house repairs are the focus of the Stormwater budget. More funding will be required to perform needed stormwater utility repairs in the future. It is recommended to pursue FEMA BRIC Grants and other funding to aid Lowell in this process.

LONG-TERM DEBT

The City's total long-term debt across both major funds decreased from \$1,166,823 to \$1,008,082, a decrease of \$158,741. This is an extremely low debt service number and equates to about \$272 per person in the City. The City will utilize some of this debt capacity this fiscal year for needed capital items with long useful lives. The city's great fiscal standing permit low interest rates. The use of debt financing for capital equipment or infrastructure projects is justified and an equitable approach for the City due to the benefits received over many years that will benefit future users as well as current taxpayers. Therefore, the cost of the public investment should be borne by both. Using a portion of a taxpayer's dollars to pay off the debt for the capital expense is one way to ensure that future taxpayers bear their fair share of the cost. A list of capital projects is included in the budget document.

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REVENUE-GENERAL FUND

The General Fund consists of most of the traditional governmental functions of the City of Lowell, such as police, administration, sanitation, public works, and parks and recreation. The proposed General Fund Revenue for FY24-25 totals \$5,659,163 which is approximately a 13.7% increase from the current fiscal year. This is due in part to an increased collection percentage, increase in sales tax revenue, and increased development and review fees.

The largest revenue source within the General Fund is Ad Valorem Taxes. The assessed value of all personal property values totals \$669,373,994 (a 16.3% increase from current FY) equating the total Ad Valorem Tax levy to \$2,885,300.02 based on our new proposed tax rate of .435 cents per \$100 of evaluation. This assumes a collection rate of 99%. This is the revenue source that you (the Council) have complete control over. Other revenues are controlled by the NC General Assembly or the Gaston County Board of Commissioners. Ad Valorem revenues account for 52% of total revenue.

Local sales tax continues to grow at rates that have not been observed before in Lowell, but this growth is beginning to flatten. This revenue accounts for \$850,000 (or 15%) of general fund revenues and is expected to increase by 6.25% from the current fiscal year. Plan review and inspections accounts for \$955,437 which is substantially used to pay for our on-call engineers to review plans and inspect construction activities of new development. The remaining funds are used for relevant general government operations. This revenue is anticipated to decline in future years after development occurs.

During the FY 2024, the Council has operated a full year of the Pay-As-You-Throw bulk program in effort to clean up the City and offer a service to our residents to dispose of items weekly, instead of waiting for the free quarterly bulk pickup. The Council has instructed staff to begin a monthly bulk pickup (instead of quarterly) in FY25. The impacts to the Pay-As-You-Throw revenue are yet to be known, but a decrease is accounted for in projected revenues. The current garbage collection fee of \$12.00 will remain unchanged for residential customers. Secondary containers will remain at \$8.00 for residential customers. Commercial customers will remain at \$22.00 for both primary and secondary containers. These fees result in a projected cost coverage of 68% of the expenses for the sanitation department, which includes the staffed recycling center. Per guidance from UNC School of Government, these user fees should sustain the total expenditures of the department and the City is making progress of reaching a 100% sustainable department and transitioning this department to an enterprise fund.

The City Council wishes to eliminate the vehicle license tax of \$10 per vehicle from the FY25 Budget. This revenue was previously dedicated to repairing and resurfacing our city streets and general government use. \$5.00 was previously used for General purposes and \$5.00 of the tax levied for maintaining, repairing, constructing, reconstructing, widening, or improving public streets in the city that do not form a part of the State highway system. This revenue formerly

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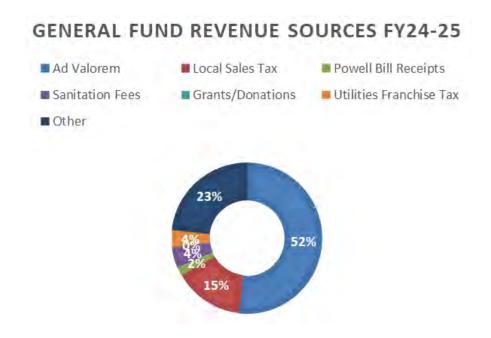
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supplemented the estimated \$100,000 that the City will receive annually in Powell Bill funding from the State of North Carolina. Powell Bill funding is the City's portion of the state gasoline tax, and it is dedicated to transportation improvements such as street resurfacing and sidewalk repair. Additional funding will be needed to provide for street repairs.

Please see the graph below for sources of revenue within the General Fund:



EXPENDITURES-DEPARTMENT HIGHLIGHTS

In accordance with the mission statement: *The City of Lowell delivers excellent public* services through transparent leadership and community engagement, it has been paramount to provide professional personnel to meet the challenges of service delivery. In order to retain great employees, the City Manager ordered a pay and classification study during FY24 to update the pay scale during FY25.

The current analysis found that Lowell was deficient in certain positions for compensation. In prior years, this has resulted in an expensive turnover from staff leaving for increased pay elsewhere and department heads have been faced with vacancies and costly training for new hires. The Consumer Price Index indicated the need for a COLA increase of 3.5%. The salary study produced 2 options for implementing other recommended pay increases. Option 1 costs \$24,464 and Option 2 costs \$26,213. During the last Council work session in April, the Council indicated going forward with Option 1, a COLA increase of 2.5%, and a merit increase of 0-1%. This is a decrease from the FY24 merit increase of 0-3%. It is important for the City of Lowell to invest in their staff who work tirelessly to deliver excellent public services to Lowell residents.

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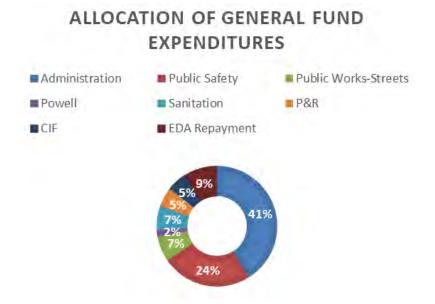


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As we are nearly at the end of FY24, our turnover rate has increased to 28% for the fiscal year.

The proposed budget contains a 2.5% COLA, or, across the board, salary increase of employee salaries. The cost to implement this recommended increase of 2.5% COLA to existing employees and adjust the positions named above is \$56,296 and merit increases of up to 1% is approximately \$11,256. In the proposed budget, the wellness and training programs are scheduled to continue and vision insurance and a health assessment are included.

Additionally, the NC State Retirement System increased the City's contribution percentage. The City will see an increase of .75% in retirement expenses for the non-police salaries and 1% for police salaries. This increase will cost the city an additional \$37,431 this fiscal year. The increases are as follows across the three funds: \$42,204.79 in General Fund, \$5,834 in Water/Sewer Fund, and a decrease of \$10,608 in the Stormwater Fund. The decrease in Stormwater Fund is indicative of a reallocation of employee salary percentages away from the Stormwater Fund to the General Fund. These increases include the new proposed positions. Below is a graph that depicts the operating expenditures across the FY24 Proposed Budget



Administration

Administration encompasses a wide range of activities including Council expenses, Manager, Finance, Human Resources, Planning, Beautification and other general expenses.

Personnel	\$1,021,279
Operations	\$1,300,290
Capital	\$3,762
EDA Repayment	\$509,305
Total	\$2,834,636

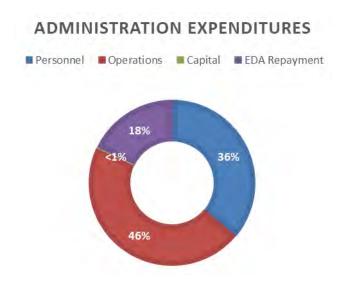
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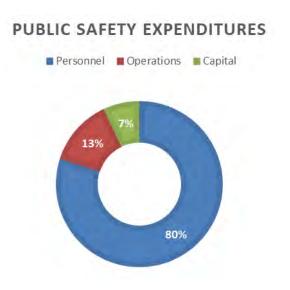
Administration accounts for approximately 49.4% of General Fund expenditures in the proposed budget. Administration expenses are projected to increase by 26.3% from the current fiscal year due to several factors. Increased costs for plan review and inspections are required for ongoing developments, but they are directly subsidized by the fees the developers pay. Professional services and contracted services have increased due to increased costs for products and additional attorney needs for developments and operations. The Planning Board has scheduled training in FY24 for additional development hearings and additional training is continued for in the proposed FY 24-25 budget.



Public Safety

Public safety makes up nearly one-fourth of the Lowell fiscal year budget at 24%. The Police Department received an Administrative Secretary position in FY24 to do many clerical and administrative duties during office hours, Monday through Friday. The continuation of a recently updated RMS system for the department is incorporated, the continuance of specialized training, and recruitment strategies are included.

Personnel	\$1,099,013
Operations	\$178,702
Capital	\$96,571
Total	\$1,374,286



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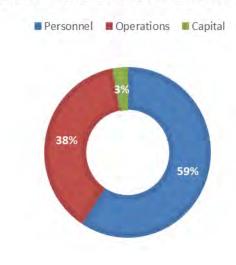
Core Values

Public Works-Streets

Personnel	\$232,166
Operations	\$148,870
Capital	\$11,730
Total	\$392,766

Public Works-Streets Department accounts for approximately 7% of the General Fund expenditures in the proposed budget. The proposed budget contains a 17% increase in expenditures from the current fiscal year. This increase is the result of an increase in salary allocations from the Stormwater Department. Public Works provides a variety of services that meet the needs of our citizens every day from streets to landscape maintenance.

PUBLIC WORKS-STREETS EXPENDITURES

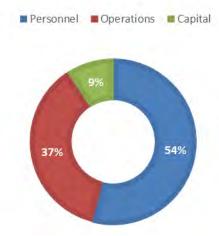


Sanitation

Total	\$ 363,715
Capital	\$33,683
Operations	\$133,500
Personnel	\$196,532
D 1	Φ106 533

The Sanitation Department accounts for 7% of General Fund expenditures, up 5% from the current fiscal year. The proposed FY 24-25 budget for Sanitation is partially supported by fees (68%) with the remainder supported by tax dollars. Increases in sanitation expenses result from increased costs from the Gaston County landfill, personnel, materials, and

SANITATION EXPENDITURES



fuel. As stated above, there is not a proposed increase in sanitation rates in the proposed budget. The staffed recycling center continues to be a huge success and continues to be a model to neighboring municipalities as curbside recycling programs have become too costly due to excessive contamination. The Pay-As-You-Throw Bulk Program began in FY 23 as an effort to clean up the City and offer a service to our residents to dispose of items weekly, instead of waiting for the free bulk pickup, which the City Council has requested to increase to monthly instead of quarterly.

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Parks and Recreation

Personnel	\$153,561
Operations	\$136,115
Capital	\$5,604
Total	\$295,280

Parks and Recreation is much more than athletics and the department has grown to provide a broad range of offerings to increase the quality of life for our residents. Parks and recreation is essential to create a sense of place and community people so commonly desire.



The proposed FY 24-25 budget includes 5% of all General Fund expenditures for the Parks and Recreation Department. During FY 24, staff began discussions with the YMCA regarding athletic programming and a possible partnership with the newly acquired recreation center, formerly the Lowell Boys and Girls Club. Discussions are ongoing and the City Council will decide on this possibility in the next few months. During the current fiscal year, staff also began a PART-F and LWCG Grant project at Harold Rankin Park to remodel and add amenities with \$1 million in grant funds. Additional funds have been acquired from direct state funding to make improvements to the interior of the Lowell Community Center in 2024-2025. The FY 25 opportunities will continue the focus on two (2) important goals of the City Council's Strategic Vision; (1) Develop and Update Public Facilities (2) Enhance Multi-Generational Parks and Recreational Activities

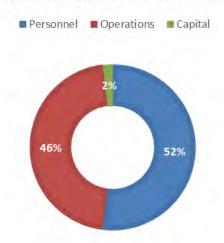
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PARKS AND RECREATION EXPENDITURES

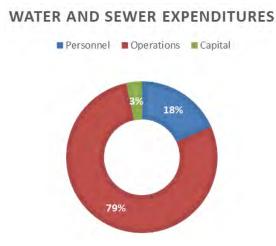




Water and Sewer Fund

Continuously Improve and Expand Water, Sewer and Stormwater Infrastructure The proposed FY 24-25 budget contains a large increase, over the current fiscal year, of 96%, due to the increased amount of System Development Fees (SDF) that are anticipated from approved developments. These funds must be utilized in approved way per NCGS162A-211. An update to Water and Sewer CIP was completed in 2024 which lays out 10 years of maintenance and projects needed to keep the Water and Sewer Fund functioning appropriately. WWTP plans to regionalize with Two Rivers are being considered by the City Council, along with the grant funds needed to do so. The direct funds from the state budget were prioritized in the update to the Water and Sewer CIP. To cover increased costs from Two Rivers and to meet the demands of the Capital Improvement Plan a 6% increase in water and 3% increase in sewer is recommended for FY25. The EPA Lead Service Line Inventory continues with W/S staff and the GIS Analyst to meet this mandate.

Water and Sewer	
Personnel	\$563,408
Operations	\$2,339,457
Capital	\$102,063
Sub-Total	\$3,004,928
Wastewater Treatment	
Personnel	\$65,000
Operations	\$345,676
Capital	\$9,416
Sub-Total	\$420,092
Total	\$3,439,340



The City of Lowell's proposed rates, are below the median rate in the State of North Carolina.

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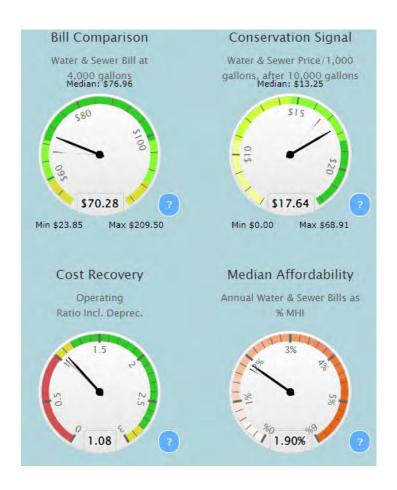


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On the following page is a diagram that compares Lowell's average water and sewer bill against all other cities within North Carolina.







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Stormwater Fund

Continuously Improve and Expand Water, Sewer, and Stormwater Infrastructure

A Stormwater Utility was adopted in the FY 21-22 budget in order to create a sustainable revenue stream for the requirements of Lowell's MS4 Stormwater Permit. The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program is mandated under the federal Clean Water Act. An NPDES MS4 permit is required for every MS4 owner or operator that has jurisdiction in a U.S. Census Bureau designated Urbanized Area. The City of Lowell is one of those areas because our population exceeds 1,000 and we are considered an urban area. The



Stormwater Department was formerly housed in the

General Fund where it was minimally funded. This was prefaced by an audit of the City of Lowell's stormwater program in October of 2019 that resulted in a Notice of Violation from NCDEQ. Staff worked tirelessly on a way to resolve the violation and NCDEQ has accepted the City of Lowell's Stormwater Management Plan (SWMP) as of April 7, 2021. This is a 5-year plan that coincides with the 5-year MS4 permit. It provides a roadmap of how the City intends to address stormwater as it relates to public education, public involvement, illicit discharge and detection, construction site runoff control program, post construction site runoff controls, and good housekeeping and pollution prevention. The resulting SWMP lists 259 Best Management Practices (BMP's) that we are mandated to carry out for controlling flooding, reducing erosion and sedimentation, and improving water quality. The current adopted fee is \$6.75/month for all residential customers and \$6.75/month per 2,827 square feet of impervious surface for all non-residential customers. This methodology is the most widely used fee structure in the state of North Carolina. During the budget retreats and work sessions in 2024, the Council sought to bring the fee below \$5. The proposed fee for FY25 is \$4.75 per residential customer and \$4.75/ERU.

Personnel	\$178,292
Operations	\$59,173
Capital	\$49,856
Total	\$ 287,320

The proposed FY 24-25 budget contains a 68% decrease from the last fiscal year due to reallocation of salaries away from the Stormwater Fund and to the General Fund. The unrestricted net position of the Stormwater Department remains \$157,227 and the proposed

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revenue from a budgeted fund balance transfer of \$27,703.35 from FY24 may not be needed before June 30, 2024, therefore remaining in the fund balance.



CAPITAL EXPENDITURES

New or expanded expenditures are carefully evaluated and need to be viewed as an investment to the City of Lowell. We must ask ourselves, is this the best use of scarce resources? Can we do it another way? Are we willing to decrease service delivery to offset the lack of equipment? Staff will continue to provide an excellent level of service with the addition of needed capital investments.

The total of all capital needs is \$95,000 in the proposed FY 2024-2025 Budget. The Water/Sewer Fund accounts for 100% of the proposed capital expenditure for a new dump truck to replace a 1997 model.

CONCLUSION

In conclusion, the FY24-FY25 budget reflects our commitment to fiscal responsibility and strategic investment in the future of Lowell. Through meticulous planning and collaboration, we have crafted a budget that addresses critical needs while ensuring long-term sustainability and accomplishing the City Council's Strategic Vision for Lowell. I extend my deepest appreciation to the dedicated staff of the City of Lowell whose unwavering commitment and hard work have been instrumental in shaping this budget. Their dedication to serving our community is truly commendable, and it is their efforts that enable us to fulfill our mission of delivering essential services and positioning Lowell for a prosperous future.

Respectfully submitted,

Scott Attaway

City Manager

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General Fund Revenue							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
Ad Valorem Taxes-Prior Years	27,000	14,760	27,000.00	44,783.69	15,000.00	40,000.00	Prior year delinquent tax payments
Gross Receipts Rev Tax	100,000	178,919	150,000.00	139,877.43	165,000.00	150,000.00	Rental Car Tax - added Enterprise in FY 18
Ad Valorem Taxes	1,522,825	1,562,001	1,559,845.00	1,586,110.65	2,856,534.13	2,885,300.02	Real & Personnal
Tax Penalties & Interest	2,000	237	2,000.00	2,133.11	250.00	1,500.00	Assessed from Delinquent Taxes
Interest Income	16,000	2,906	12,000.00	1,908.40	5,000.00	150,000.00	Interest Earnings From Cash and Investments
							Harold Rankin fields(reduced for construction timeline) YMCA would zero
Ballfield Rent		1,881.00	0.00	2,631.00	2,500.00	750.00	out
Shelter Rentals			0.00	70.00	150.00	75.00	Harold Rankin shelter (reduced for construction timeline)
Beer & Wine Tax	17,500	14,546	17,500.00	17,086.90	15,000.00	17,500.00	
DMV Tag Tax	31,000	26,560	31,000.00	30,710.00	31,000.00	0.00	3153 Registered Tags (\$10.00) REMOVE TAG FEE
Asset Forfeiture		47	500.00	3,540.31	500.00	1,000.00	
Miscellaneous Revenue	2,000	48,317	2,000.00	23,191.30	2,000.00	2,000.00	Unclassified Revenue i.e. Insurance Claims
Insurance Proceeds	2,000	5,450	2,000.00	3,649.68	2,000.00	2,000.00	
Donations Received		0	10,000.00	0.00	10,500.00	500.00	
Utilities Franchise Tax	195,000	196,246	195,000.00	211,853.67	195,000.00	210,000.00	% of the revenues derived from sales of utilities
Solid Waste Disposal	2,900	2,838	2,900.00	2,212.76	2,800.00	·	From State on Per Capita Basis
Powell Bill Receipts	85,450	102,320	88,000.00	103,274.77	100,000.00		Per Gen Assembly calculation
Local Sales Tax	535,000	672,917	650,000.00	831,928.66	800,000.00	850,000.00	Local portion of Sales Tax
Zoning Permits	15,000	27,849	20,000.00	12,225.00	15,000.00	15,000.00	Zoning Permit Fees
							Willow Creek Meadows (Inspections), Spencer Ridge (Review/Construction
Plan Review and Inspections				4,645.00	500,000.00		Inspections), Misc. Commercial, etc
Development Agreements				0.00	15,000.00	5,250.00	5,250 per agreement
Sanitation Fees	152,000	157,842	239,000.00	227,344.31	240,000.00	,	Sanitation Service Revenue
Bulk/Pay as You Throw Fees				1,436.19	1,500.00	3,500.00	Pay as You Throw fees billed to customer
Other Landfill Fees	2,000	1,823	2,000.00	1,349.53	2,000.00	1,500.00	Rental truck landfill fee reimbursement
Athletics Revenue	9,675	3,522	3,941.00	7,879.63	8,000.00	0.00	YMCA Partnership to remove revenue
							Based off of 68% of available dates and possible downtime from
Community Center	1,000	1,160	2,500.00	0.00	2,500.00	15,000.00	construction
							Offer Smaller Events (BBQ Cookoff, Senior Lunches, etc), Includes Caromont
Festivals & Events	4,500	6,184	7,200.00	7,362.13	6,000.00	7,300.00	Grant of \$5,500
Merchandise		824	2,000.00	467.77	500.00	500.00	t-shirts, hats, stickers, mugs, etc
Concessions		0	0.00	0.00	0.00	0.00	
Grants - Recreation	48,156	0	5,000.00	0.00	5,000.00	250.00	
Lease Proceeds		0		0.00			
Sales of Fixed Assets		0	8,000.00	9,210.00	2,000.00	2,000.00	
Fund Delawas Annuanist of				245 000 00			
Fund Balance Appropriated		0		215,000.00			
FB Powell Bill	40.045.555	40.055.155		0.00			
Totals	\$2,916,007	\$3,029,148	3,254,386.00	3,741,881.89	5,000,734.13	5,659,163.00	

Administration			Ī				
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
Council	16,000	17,527	\$22,100	19,327.00	\$31,940		Salaries for Six Elected Officials / Travel and Training for Council
Council	10,000	17,327	722,100	13,327.00	431,340		Sudaries for six elected officials / Travel and Training for council
							Admin Salaries-Manager, Planning/Zoning Dir, Planning Technician/Inspections,
							Finance Dir, Clerk, CSR to Utility Billing Manager new grade, CSR/Account Tech,
A desiminatore Calania	225 116	216 441	¢222.000	204 275 76	ć==0.720	6744640	Payroll/Payables tech, 30%, GIS (now 50% was 30%), PT Communications
Administrative Salaries FICA Expenses	325,116 15,309	216,441 17,554	\$323,000 \$24,710	304,375.76 24,219.97	\$559,729 \$42,819	\$714,619 \$54,541	7.65% of salaries is FICA expense
		· ·					·
Health Insurance	43,023	35,001	\$45,000	41,940.99	\$56,000	\$69,069	Health, Dental, Vision, Life, AD
Retirement Expenses	22,713	23,001	\$39,083	36,059.59	\$71,925	\$96,962	13.6% of salaries is retirement. Increased from 12.85% per NC
401(K) Retirement	10,006	9,984	\$16,150	14,900.65	\$27,986		5.0% 401K match
Unemployment Benefits	750	215	\$750	618.70	\$750	\$2,500	No change from FY22
							Legal (\$35,000), Audit (\$42,700), NCLM (\$4,900), Southern Software Support
Professional Services	94,663	145,953	\$120,000	118,517.23	\$120,000		(\$3,614), Misc. Engineering, Cavanaugh MacDonald (\$4,000)(OPEB), Misc.
Engineering Review and Inspections				0.00	\$425,000		Review and Inspections to on-call engineers
Telephone & Postage	13,900	13,873	\$17,500	11,296.90	\$18,000		VOIP Phones, Cell Phones, Postage, tablet service
Electric Utilities	5,750	5,560	\$13,500	7,410.09	\$13,600	\$14,000	Utilities for City Hall
							Professional Development:CZO; City Vision ; Clerk; NCLM; NCCCMA ; ICMA
							Annual; Planning; GIS; Southern Software; Finance; Tuition Reimbursement
Travel & Training	7,500	14,032	\$29,000	25,772.68	\$31,500		Program; Clerk Academy; UNCSOG; Leadership Gaston \$600
Main. & Repairs - Bldg	9,000	83,228	\$16,000	17,301.95	\$16,200		Facility Use, Downstairs Additional, Council Chambers General maintenance (HVAC, etc.)
Main. & Repairs - Equip Election Expenses	4,000 4,175	3,232 4,317	\$4,000 \$4,500	2,455.89 0.00	\$7,422 \$4,750		Per Gaston County Board of Elections
Checking Acct	5,000	6,525	\$5,250	5,251.86	\$6,550		Bank Fees
Advertising	4,000	4,681	\$6,000	4,068.70	\$6,500		Gaston Gazette Legal Fees
r ita ter tioning	.,000	1,002	ψ0,000	1,000170	<i>\$0,500</i>	<i>\$6,566</i>	Office supplies, new copier lease (\$2,484), 2 computers, 2 monitors (\$7,500),
Supplies	15,000	17,599	\$31,231	30,780.50	\$32,000	\$36,000	2nd copier lease (\$2,500), etc
Auto Fuel				0.00	\$2,750	\$800	Bronco
Beautification	5,000	2,744	\$14,700	12,200.63	\$5,500	¢10,000	banners, flowers, downtown improvements
Christmas Decorations	5,000	2,744	\$14,700	0.00	\$6,000		X-mas trees, Christmas décor and repair
Zoning Board	1,800	1,900	\$5,100	1,025.00	\$5,100		Payment to Board Members for Attendance; Training Planning Board \$3,000
Code Enforcement	9,000	0	\$9,000	0.00	\$9,000		Inspection Fees / Title Searches / Minimum Housing
LCC/Master Planning Committee	,,,,,,,	125	, - ,	0.00	\$12,500		Façade Grant(s) and other Projects
Rental Expense	9,000	8,700	\$9,000	8,355.00	\$9,000	\$7,140	McCord Park
							Master Planning, Architecture, Civil/Plans/Environmental,IT Cyber Security
							Compliance, CodeRed, Cleaning, Archive Social, Polimorphic, C.D.S., YMCA,
Contracted Services	80,000	98,556	\$115,000	80,131.47	\$141,578	\$125,000	Website, Misc. Comm Software, Misc.
		,	, ,	ŕ		· ·	,
Tax Collection Fees	9,900	14,577	\$15,000	19,950.38	\$15,000	\$22,000	Cost for Gaston County to Collect Taxes *Increase per Gaston County
Dura 9 Cultarriations	10 500	11.000	ć12 F00	0.054.33	Ć14 000		UNCSOG (\$550), Centralina, MPO, Montcross, GBA, Civic Orgs, ICMA,
Dues & Subscriptions	10,500	11,660	\$13,500	8,051.22	\$14,000	\$14,680	NCCCMA,CZO, etc.
							Estimated workers comp & prop/liability (bronco insurance)* increase per ratio
Insurance & Bonds	7,325	10,182	\$8,000	10,548.75	\$13,671	\$16,000	of salaries
Miscellaneous Expenses	6,500	2,510	\$9,000	9,056.63	\$10,000		Volunteer dinner, Employee Appreciation, Other Misc
Capital Outlay - Equip	2,300	0	\$4,000	0.00	722,300	+=0,000	,pp. 300,
Capital Outlay-Building		0	÷ .,550	0.00			
Principal Maturities				233.38	\$3,422	\$3,421	Vehicle for Code Enforcement, stormwater, planning (70%)
Interest on Debt		0		140.04	\$410	\$341	
	13,040		\$1,576	0.00		-	Contingency
EDA Repayment				0.00	525,305.00		Newell/Npoint Economic Development Agreement Grant
Totals	\$747,970	\$769,675	\$996,649	\$814,224	\$2,245,908	\$2,834,636	

Public Safety							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
Police Salaries	560,856	507,258	\$625,473	642,953.89	\$728,047		11 Sworn LEO
Police Admin Salaries	300,030	307,230	Ψ023, 173	0 12,333.03	ψ7 20,0 17		Admin Asst
FICA Expenses	42,905	37,368	\$47,849	47,779.88	\$55,696		7.65% of salaries is FICA expense
FICA Expenses	12,303	37,300	ψ 17 /O 13	17,773.00			7.65% of salaries is FICA expense
Retirement Expenses							13.6% for non sworn LEO
401(K) Retirement Expense							5% 401k
401(K) Retirement Expense	28,043	24,070	\$31,274	31,790.55	\$36,402		5.0% 401K match
						•	
Health Insurance	131,164	96,947	\$135,000	109,045.01	\$122,934	\$112,876	Health, Dental, Vision, Life, AD
Dating and at Francisco	67.527	FO 246	¢01 FC3	06 212 00	¢102.655	¢100.254	15.1% of salaries is retirement for LEO; increase from 14.10% per NC
Retirement Expenses	67,527	59,246	\$81,562	86,312.90		\$108,254	
Telephone & Postage	8,500	7,683	\$11,000	8,386.64			3 phones, aircards
Electric Utilities Expense	6,000	5,608	\$6,000	5,869.10	\$6,000	\$11,300	Utilities for Office, *Added Fiber \$400*12=\$4,800
	2.500	2.052	45 500	4 000 40	442.500	442.000	Training and meal reimbursement / Tuition reimbursement 4k, Specialized
Travel & Training	2,500	3,060	\$5,500	4,909.13	\$12,500	\$12,000	Training
Main & Repairs - Bldg	1,000	1,282	\$1,000	35.98	\$1,000	\$1.000	Maintenance for Building
Ividin & Repairs Blag	1,000	1,202	71,000	33.30	71,000	71,000	Copier Contract, Hand Held & In Car Radios, Radars +5% anticipated increase
Main & Repairs - Equip	1,000	1,762	\$2,279	458.50	\$2,500	\$2.500	from Motorola maintenance. +5% anticipated increase.
Main & Repairs - Autos	15,300	16,867	\$15,300	16,898.58			Vehicle Maintenance
Automotive Supplies / Fuel	30,000	40,239	\$37,000	37,384.65	\$44,334		Wex contract for 11 officers; carwash
Automotive Supplies / Tuel	30,000	10,233	\$37,000	37,301.03	Ÿ 1 1,33 1	ψ 13,0 TO	Wex contract for 11 officers, carwash
Departmental Supplies	23,000	37,415	\$26,839	28,729.60	\$26,500	\$20,000	Office Supplies/copier/ammo/misc IT supplies
Police Uniforms	7,051	6,384	\$9,085	7,755.79	\$8,575		Replace 4 vests due to expire, Uniforms, Boots, Duty Gear
	,	,	. ,	,	. ,	. ,	Cleaning Contract \$3,900, Southern Software RMS Annual Support, Verizon
							Connect (GPS for vehicles)\$3,432; \$33,134.84 payment to Gaston County and
Contracted Services	6,200	8,111	\$11,200	6,883.48	\$35,630	\$43,949	Gastonia for RMS, \$2,782 Southern, misc.
	,	,	. ,	•	. ,	. ,	DCI Fee \$150 per car, Gaston County Law Enforcement Assoc, Chief
Dues & Subscriptions	332	340	\$850	150.00	\$850	\$2,250	memberships
Insurance & Bonds	20,865	8,837	\$26,000	33,170.23			Estimated workers comp & prop/liability
Miscellaneous Expenses	2,100	2,251	\$4,500	4,549.64			National Night Out and Miscellaneous expenses, Recruitment Program
Asset Forfeiture		-	\$500	510.00			
			_				
Capital Outlay	34,209	15,833	\$5,374	0.00	\$45,067	\$5,578	\$5373.92 for body cams through fy25-26
							Generator (\$2,431), Police Radios (\$12,826), Police Vehicles (\$12,066), Police
							Computers (\$6,646.96) Enterprise (\$20,351) 3 police vehicles for 2 new
Principal Maturities	54,276	47,021	\$77,964	69,978.46	\$51,919		positions (\$23,643)+ 2024 debt (\$25,250.17)
-		·					Generator (\$165), Police Radios (\$512), Police Vehicles (\$623), Police Computers
							(\$426.51), 3 police vehicles for 2 new positions (\$1,788), 2024 interest
Interest on Debt	2,299	2,333	\$3,515	3,011.16	\$1,786	\$5,908	(\$4,708.61)
Fire Protection	292,059	-	75,515	0.00		75,500	* County Fire District began FY 23
Totals	<u> </u>	\$929,913	\$1,165,063	\$1,146,563		\$1,374,286	, and the second
Totals	71,337,103	4323,313	Ÿ =, = 0 3, 0 0 3	Ç1,140,303	Y 1,020,210	ٱ,37 1 ,200	149

Streets							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanation/Comments
							Salaries & Wages (add new position that is 50/50 split
Salaries and wages	71,017	61,336	81,050	55,433.72	\$106,540	\$149.483	with Stormwater)
FICA Expenses	5,433	4,324	6,200	4,072.86		· · ·	Employer FICA (7.65% of wages)
Health Insurance	17,473	16,037	21,000	10,035.33	\$19,849	\$29.644	Health, Dental, Vision, Life, AD
Treater mourance	17,473	10,037	21,000	10,000.00	Ψ13,6 13	Ψ23,011	13.6% of salaries is retirement. Increase from 12.85% per
Retirement Expenses	8,060	7,445	9,807	6,707.41	\$13,690	\$20,330	•
401(K) Retirement	3,551	2,938	4,053	2,771.72	\$5,327	\$7,474	5% of salaries is 401(K) expense
Professional Services		0		0.00			
Utilities	61,000	48,185	57,258	62,937.05	54,600	58,000	Utilities, Streetlights, etc.
Travel & Training	500	92	500	400.04	\$500	\$2,490	Training; NCDOA Pest License
Maint & Repairs-Building	1,500	1,306	8,500	6.94	\$1,500	\$1,500	Repair, Misc.
Maint & Repairs-Equipment	11,000	5,775	11,000	6,150.91	\$11,550	\$11,550	Mower maintenance, misc. equipment maintenance
Maint & Repairs-Trucks	7,000	4,588	15,000	6,998.26			Reg repairs, wash
Automotive Supplies/Fuel	10,000	16,994	15,000	17,965.54	\$15,500	17,500.00	Fuel increase and auto supplies
Departmental Supplies	15,000	11,346	18,000	14,365.99	\$16,000	\$16,000	Signage, Materials, etc
Uniforms	3,600	3,971	3,600	742.22	\$3,980	\$1,600	Uniform contract; 5% increase uniform
							Includes Verizon Connect tablets, tablet service,
Contracted Services	37,000	14,954	77,000	13,384.61	\$15,000	\$31,230	crosswalks, striping/marking
Insurance & Bonds	10,000	4,835	10,000	8,325.52	\$13,671	\$13,800	NCLM
Miscellaneous	1,000	916	1,000	200.00	\$1,000	\$1,000	
Capital Outlay-Improvement		0		0.00			
Capital Outlay-Equipment		0	3,300	0.00			
							2019 Chevy 1500 paid in full in 2024,F-750 Dump Truck
Principal Maturities	11,990	15,309	12,193	12,514.54	\$22,033	\$10,830	(\$6750.26), 2023 Capital (\$2025.38), need 2024 Capital
•		,		,	. ,	. ,	F-750 Dump Truck (\$315.03), 2023 Capital (\$201.80),
Interest	954	1,437	752	945.05	\$1,295	\$900	need 2024 capital
Totals	\$276,078	\$221,788	\$ 355,212	\$ 223,958	\$ 318,186	\$ 392,766	

Powell Bill										
		FY 22	FY 22	FY 23	FY 23	FY	2023-2024		FY 2024-2025	
Line Item Description	E	Budget	Actual	Budget	Actual		Budget	Pi	roposed Budget	Explanations/Comments
Professional Services	\$	2,000	\$ 936	\$ 2,000	\$ 829	\$	2,000	\$	2,000	Engineering and Surveying
Departmental Supplies			\$ 1,175	\$ 3,000	\$ 3,019	\$	3,000	\$	3,000	Directional Signs, cones, lights, caution tape
Sidewalks	\$	20,000	\$ 150	\$ 46,000	\$ 16,600	\$	44,090	\$	15,000	Sidewalk Repair
Contracted Maintenance	\$	65,000	\$ 177,704	\$ 35,000	\$ 15,555	\$	45,000	\$	20,000	Street Repairs not water and sewer related
Miscellaneous			\$ -		\$ -					
Cap. Outlay - Other Imp.			\$ -		\$ -					Downtown Improvements
Cap. Outlay - Equipment					\$ -	\$	5,910			
City Signs	\$	2,000	\$ 2,000	\$ 2,000	\$ -					Signs
Transfer to Capital Project							·	\$	60,000	Road Projects combined with fund balance
Totals	\$	89,000	\$ 181,965	\$ 88,000	\$ 36,002	\$	100,000	\$	100,000	

Sanitation									
	FY 21	FY 21	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
Sanitation Salaries	65,876	84,167	95,745	89,721	\$115,630	113,802.37	\$123,000	\$127,744	Salaries & Wages
FICA Expenses	4,993	6,356	7,324	6,697	\$8,846	8,557.93	\$9,410	\$9,772	Employer FICA (7.65% of wages)
Health Insurance	15,586	17,497	19,642	21,169	\$18,000	21,641.66	\$23,215	\$21,755	Health, Dental, Vision, Life, AD
									13.6% of salaries retirement. Increased from 12.85% per
Retirement	4,761	7,390	10,867	9,009	\$13,991	11,936.73	\$15,806	\$17,373	NC
401K	2,254	3,640	4,787	3,969	\$5,782	4,932.44	\$6,150	\$6,387	5.0% 401K match
Main. & Repairs	12,000	26,991	12,000	15,692	\$16,500	13,837.70	\$18,000	\$18,000	Maintenance to Trash Truck, Tires twice per year
Automotive/Fuel	9,100	12,049	9,500	13,533	\$10,500	13,512.65	\$12,000	\$14,000	Fuel for Trash Truck
Departmental Supplies	6,500	5,757	6,500	7,498	\$10,770	19,851.53	\$7,700	\$7,500	General Supplies
Recycling/Contract Svcs	14,500	26,777	14,500	29,855	\$45,000	29,014.18	\$30,000	\$31,500	Recycling Costs are 28-30k
Landfill Tipping Food	44.252	E2 E80	4E 000	46 172	¢50,000	45,500.93	\$52,500		Cost of Landfill Disposal; Increase Proposed by GC; Bulk
Landfill Tipping Fees Insurance & Bonds	44,253 5,000	52,589 7,476	45,000 5,000	46,173	\$50,000	·			increase pickup; Add \$500/month for monthly bulk
	500	536	5,000	3,117 243	\$5,000	307.53	. ,	•	Estimated workers comp & prop/liability
Miscellaneous	35,850	125,287		\$300.00	\$500	0.00	\$500	\$500	Small Miscellaneous Uncatagorized Expenses
Capital Outlay	33,630	·	20.000				424.026	400.407	N - 1 - 1 - 1
Principal Maturities		7,656	30,929	30,929	\$31,424		\$31,926		New Trash Truck Payment
Interest on Debt	ļ	765	2,753	2,753	\$2,259	2,258.77	\$1,756		Interest paid on trash truck
Totals	\$221,173	\$384,933	\$264,548	280,658	\$334,201	\$327,413	\$345,634	\$363,714	

Parks & Recreation							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
			· ·		J	, ,	1 full-time position and 1 PT Gym/Athletics Supervisor, 1 PT 10 hour
Salaries	75,716	52,517	60,000.00	54,600.34	102,730.00	104,100.00	Maintainence Tech position
FICA	4,262	4,018	4,590.00	4,176.92	7,858.85		7.65% of salaries is FICA expense
Health Insurance		-		0.00	8,463.60		Health, Dental, Vision, Life, AD
Retirement	3,991	4,377	7,260.00	5,132.65	13,200.81		13.6% of salaries is retirement
401(K)		-	-	0.00	5,136.50	5,205.00	5.0% 401K match
Telephone & Postage	2,800	1,501	2,800.00	1,512.50	3,400.00	4,570.00	Cell Phone (\$720) / VOIP Line (\$2,340) and postage/misc. \$349
CC Telephone & Postage							
Utilities Harold Rankin	5,000	5,111	5,000.00	6,052.87	5,000.00	6,100.00	Utilities at Recreation Facilities
Utilities Community Center	4,500	4,013	5,000.00	3,981.89	5,000.00	4,400.00	Utilities at Community Center *Simplisafe Security
Utilities Recreation Center						22,395.00	*New Dominion, Duke (\$4,500), AT&T, Fire Monitoring/Security
Travel & Training	1,500	315	1,500.00	575.00	5,000.00	3,000.00	Conferences (\$2,000), Training, Memberships (NCRPA \$205, NCFE \$156)
Main.& Repairs	51,906	7,463	11,000.00	10,680.91	16,600.00	16,600.00	Field Surfacing (4k), Fire Ant Treatment (1600), Mulch (3K,) Misc, Repairs (5K);
Main.& Repairs CC		(385)	100,000.00	48,946.38	5,000.00	5,000.00	Community Center Repairs, misc.
Main.& Repairs RC							
P&R Vehicle Repairs						250.00	
Automotive Fuel*Change to							
Auto Expenses	750	-	750.00	151.80	750.00	800.00	Fuel for Truck and Reimbursement money to Staff in the event truck is in use
Supplies	4,500	1,897	4,500.00	4,237.42	5,000.00	11,700.00	Field Chalk, staff shirts, Basic Office Supplies, Cleaners, 2 New Computers; Retractable Bed Cover \$1,500, Advanced Copier \$3,600 lease
Athletics	7,000	3,845	7,000.00	9,225.57	9,000.00	-	Stack Sports Fees, Uniforms for 3 seasons, League Fees, Umpire Fees, basebal Equipment; not budgeted due to YMCA
Special Events	16,400	18,668	30,350.00	22,031.12	40,000.00	42,000.00	Community Events, *increased cost for food and enlarged events*
Contracted Services	22,000	17,750	67,060.00	6,785.00	5,800.00		Terminix (\$1850), Cleaning CC, Cleaning Recreation Center
Insurance & Bonds	2,900	2,727	2,900.00	3,404.20	13,671.00	\$13,671	Estimated workers comp & prop/liability
Capital Outlay		-	5,550.00	0.00			
Principal Maturities		-		811.41	4,981.40	5,096.31	Ford Ranger Principal
Interest on Debt		0		486.91	596.06		Ford Ranger Interest
Totals	\$203,225	123,818	\$315,260	\$182,792.89	257,188.22	295,279.94	

Water/Sewer Utility Fund							
Revenues							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
Interest-Investments	5	8	5	248.91	\$5	\$30,000	Increased interest yield*
Loan Proceeds		0		0.00	\$0		
Miscellaneous Income	2,500	4,814	18,000	22,520.30	\$21,000	\$204,400	Debt Setoff; Meter Set Fee (\$350*584=\$17,500)
Water Revenue	728,228	640,623	852,026	803,331.93	\$850,104	\$947,866	increase of 6% and 4% increase for growth
Sewer Revenue	550,868	557,300	662,676	639,880.51	\$665,380	\$741,898	increase of 3% and 4% increase for growth
Water Tap Fees	4,000	6,000	5,000	2,500.00	\$5,500	\$5,000	Based on 5 taps (\$1000 per tap):
Sewer Tap Fees	5,000	5,200	6,875	1,250.00	\$6,720	\$6,875	Based on 5 taps (\$1375 per tap)
System Development Fee-Water	10,000	8,100	27,000	30,780.00	\$32,400	\$315,360	(\$540 per home) 584
System Development Fee-Sewer	24,000	15,600	95,500	114,600.00	\$114,600	\$1,115,440	(\$1910 per home) 584
Reconnects & Late Fee	15,000	46,695	15,000	59,406.51	\$42,000	\$50,000	Reconnects and Late Fees
Activation Fee	10,000	11,732	10,000	15,450.00	\$18,000	\$22,500	New Customer Activation Fee \$18k normal + 70*50=3500
Fund Balance Appropriated		0		0.00			
Sale of Fixed Assets		0	4000	0.00			Surplus vehicle
Totals	\$1,384,601	\$1,296,071	\$ 1,696,082.00	\$ 1,689,968.16	\$ 1,755,709.24	\$ 3,439,340.00	

Water and Sewer							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanation/Comments
	2		- 3.3.6.2.		8		
Salaries	224,906	226,788	\$301,900	292,244.89	\$343,204		5 FT Employees @100%; 45% PW Director
FICA	17,205	16,662	\$23,095	21,553.90	\$26,255	\$29,184	7.65% of salaries is FICA expense
Health Insurance	50,163	40,508	\$66,000	52,691.04	\$54,984	\$60,770	Health, Dental, Vision, Life, AD
Datiroment	25 527		¢26 E20	25 261 72	\$44,102	ČE1 003	12 69/ of calaries is ratiroment. Increase from 12 959/
Retirement 401(K)	25,527 11,245	10,852	\$36,530 \$15,095	35,361.73 14,612.50	\$44,102		13.6% of salaries is retirement. Increase from 12.85% 5.0% 401K match
1 /				·		. ,	
Professional Services	35,000	47,646	\$40,000	30,033.13	\$40,000	\$22,000	Inspections Engineering
ı							Postage Water Bills & Cell Phones and Desk Phones (50% of
Talanhana & Dastaga	12.450	10.001	¢7,000	14 702 22	¢11 000	¢19.000	postage due to SW, add tablets and service) Increase in
Telephone & Postage	12,450	10,901	\$7,000	14,703.22	\$11,000		Postage*
Electric Utilities	18,500	13,432	\$20,000	15,934.52	¢2.000		For all facilities i.e. lift stations
Travel & Training	1,000	382	\$2,000	920.69	\$3,000		Water and Sewer Certification classes and testing
Main. & Repairs Main. & Repairs Trucks	24,000	29,322 65	\$30,000	26,531.53 1,161.72	\$30,000	\$20,000	In-House and outsource repairs / Lift Stations
Checking Acct Expense	1,500	115	\$1,500	1,730.54	\$1,500		Bank Fees
Automotive Suplies (Fuel)	10,000	11,216	\$1,500	10,954.42	\$1,500		Wex fuel Contract
Automotive Supiles (Fuel)	10,000	11,216	\$18,500	10,954.42	\$18,500	\$15,000	wex ruei Contract
							Popair parts supplies and tools: Water meters parts
Cumpling	24.050	F.C. 4FF	¢40,000	F0 660 F7	¢50,000	¢00 777	Repair parts, supplies and tools; Water meters parts
Supplies Uniforms	34,058 3,000	56,455 199	\$40,000	59,660.57	\$50,000		increase offset by SW materials being expensed to that fund Uniform Contract
Officialis	3,000	199	\$3,000	1,569.53	\$3,000	\$3,000	
Contracted Services	34,000	52,194	\$82,224	97,866.23	\$75,000	\$75,000	Outsourced repairs, Lift Station Pump and Haul; Mueller \$18,915; Sentryx
Contracted Services	34,000	32,134	362,224	97,800.23	\$75,000	\$75,000	Water purchased from TRU, 7.5% TRU increase, 10%
Water Purchase	434,000	411,564	\$460,000	451,443.13	\$475,000	¢542.290	customer base increase
Water Furchase	434,000	411,304	\$460,000	431,443.13	3473,000	\$342,360	custoffier base increase
Sewer Treatment	80,010	71,781	\$85,000	61,600.08	\$85,000	\$72.000	Fair Street Lift Station - TRU, 7.5% increase TRU
Dues & Subscriptions	2,500	3,696	\$2,800	2,543.00	\$3,250		NCRWA,WPCSOCC,AWWA,DWR
Insurance & Bonds	12,895	8,961	\$12,895	13,987.60	\$20,506	' '	Estimated workers comp & prop/liability
Misc Expenses		5,555	+== /		+==/===		Violations/Fines from spills
USE SDF for system wide repairs						7-7	
and expansion						\$1,430,800	Per CIP and statute
ана ехранзіон						71,130,000	2023 F-650 Dump Truck (\$17,249.28 principal) and
Capital Outlay-Equipment	39,644	19,006	\$8,400	0.00	\$13,716	\$25.081	(\$4208.28 interest)
eapital Gatiay Equipment	33,011	13,000	70,100	0.00	Ÿ13,710	723,001	2019 3500-Paid in full; Push Cam (\$1272.68); Jet Vac
							(\$6474.25); Water Meters (\$20276.90); Backhoe loader
							(\$7456.09); 2023 Capital (\$7607.62); 2024 Capital
Prin. Maturities			\$39,494	39,971.15	\$47,261	E7 212 0 <i>4</i>	(\$15152.79) Total \$58240.33
ו וווו. ועומנעוונוכט			,557,454	33,3/1.15	347,201	37,213.04	Push Cam (\$28.06); Jet Vac (\$248.59); Water meters
							(\$15782.96); Backhoe loader (\$317.07); 2023 Capital
Interest on Dobt	21.016	20 220	617 700	10.052.03	¢10.202	10.700.70	I'm i
Interest on Debt	21,916	38,229	\$17,789	19,052.82	\$18,283	19,/68./8	(\$757.99); 2024 Capital (\$2825.67). Total \$19960.34
Contingency	4 000 705	4.000.075	44 242 252	0.00	A4 000 ===	40.00.000	
Totals	1,093,520	1,069,973	\$1,313,222	\$1,266,128	\$1,380,721	\$3,004,928	

Wastewater							
Treatment Plant							
	FY 22	FY 22	FY 23	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanation/Comments
Professional Services	4,000	11,989	\$ 10,000	527.63	\$ 10,000	\$10,000	Engineering
Telephone and Internet	780	277	\$ 800	6,856.67	\$ 800	\$1,000	Land Line, Fax, Internet, Mix Network
Electric Utilities	37,000	29,229	\$ 40,000	34,225.92	\$ 40,000	\$40,000	Looked at Current Year Duke Billing
Maint-Buildings & Grounds	13,000	208	\$ 69,967	0.00	\$ 62,092	\$81,956	Sandblast and Paint Building/CIP Related/Maint update
Maint & Repair-Equipment	10,000	15,789	\$ 10,000	13,441.55	\$ 10,000	\$15,000	WWTP Repairs
							Atco, Jones Chemical, Univar, Maryland Biochemical, Bio Chem
Chemical Supplies	35,000	33,612	\$ 40,000	36,478.46	\$ 40,000	\$47,500	Resources*increase
Departmental Supplies	4,500	8,266	\$ 9,000	10,277.47	\$ 9,000	\$10,000	Bluebook Purchases
Contract Services	48,000	42,730	\$ 55,180	54,842.50	\$ 55,180	\$62,000	Plant Operator
Sampling and Analysis	45,000	48,931	\$ 48,000	48,498.00		\$52,400	K&W Labs Increased sampling cost
Sludge Disposal	45,000	15,296	\$ 45,000	31,134.62	\$ 45,000	\$45,000	EMA Pump and Haul plus Republic Services Dumpsters
							Kemp Inc, Snyder Tech, Piedmont Chlorinator, Fortech, LB Electric, Kemp Inc
Contract Maintenance	35,000	3,775	\$ 40,000	20,169.50		\$40,000	(dry-bed maintenance)
Dues and Subscriptions	1,470	1,820	\$ 1,500	1,820.00	\$ 1,500	\$1,820	Required Dues to State NCDEQ
Miscellaneous	500	378	\$ 1,000	1,628.16	\$ 1,000	\$1,000	Misc
Insurance & Bonds	2,415	2,727	\$ 3,000	3,246.74	\$ 3,000	\$3,000	Estimated workers comp & prop/liability
Capital Outlay				0.00			
Principal on Debt	8,658	8,658	\$ 8,851	8,854.05	\$9,054	\$9,259	(\$8,851) WWTP Pump
Interest on Debt	\$ 758	\$ 758	\$ 562	561.75	\$361	\$157	WWTP Pump (\$562)
Totals	291,081	224,442	\$ 382,860	\$ 272,563	\$ 374,988	\$ 420,092	

Stormwater Utility Fund Revenues

	FY 2021-22	FY 2022	FY 2022-2023	FY 23	FY 2023-2024	FY 2024-2025	
Line Item Description	Budget	Actual	Budget	Actual	Budget	Proposed Budget	Explanations/Comments
ees	337,919.00	312,116.99	392,919.00	397,270.63	395,571.09	207 120 40	Stormwater Fees
	337,313.00	312,110.99	392,919.00			287,120.40	
Fund Balance Appropriated				0.00	27,703.35		for Stormwater Repairs
Stormwater Merchandise				57.00	500.00	200.00	
Totals	\$337,919	\$312,117	\$392,919	\$397,328	\$423,774	\$ 287,320.40	

Stormwater								
	FY 22	FY 22	FY 23	FY 23	FY 2	2023-2024	FY 2024-2025	
Acct Description	Budget	Actual	Budget	Actual	ا	Budget	Proposed Budget	Explanations/Comments
Salaries	\$ 88,173	\$ 72 448	\$ 170,630	139,551.40	Ś	209,573	\$ 124.816	15% Both UB employees; 15% PW Director; 50/50 Streets Position
FICA	\$ 6,745	\$ 5,448	\$ 13,053	10,420.64	<u> </u>	16,032	· · · · · · · · · · · · · · · · · · ·	Employer FICA (7.65% of wages)
Health Insurance	\$ 21,060	\$ 16,195	\$ 40,000	21,952.80	Ś	34,894	\$19.211	Health, Dental, Vision, Life, AD
Retirement	+	\$ 8,006	\$ 20,646	16,885.83		26,930		13.6% of salaries is retirement. Increase from 12.10%
401(K)	\$ 4,409	\$ 2,996	\$ 8,532	6,977.40		10,479	\$ 6,241	5% of salaries is 401(K) expense
Professional Services	\$ 50,000		\$ 32,302	0.00		5,000		Engineering, Mapping of infrastructure/outfalls, SWMP/CIP; BRIC App
Postage	\$ 500	\$ 3,514	\$ 5,000	5,673.98	\$	7,000	\$ 9,325	BMP #'s mailers, Utility bills increase
				-		1 000		
Travel & Training Main. & Repairs	\$ 1,750 \$ 15,000		\$ 3,100 \$ 15,774	419.30 2,020.00	<u> </u>	1,000 24,122		Swater Finance and Budgeting, Other training and travel Grates, Pipes, Boxes, Repairs; In house repairs
Checking Acct Expense	\$ 1,500		<u>, ' </u>	0.00		250		BB&T Fees for Utility Fund
Automotive Supplies (Fuel)	\$ 3,500		\$ 4,000	530.82		2,000		Auto fuel; (Using 35% of PW Fuel*); wash
Automotive Supplies (Fuel)	7 3,300	7	7 4,000	330.82	٧	2,000	7 800	Auto ruei, (osing 55% of t w ruei), wasii
Supplies	\$ 8,500	\$ 1,952	\$ 10,501	10,524.17	Ś	10,500	\$ 9.500	10 Spill Kits (\$550), Educational Materials, Promo materials for events*
Contracted Services	<u> </u>	\$ -	\$ 25,000	3,638.48	_	14,000		Verizon, outsourced repairs, misc.
Dues & Subscriptions	\$ 1,350	-	\$ 2,169	2,124.25		2,250		Permit Fee (\$860) and Regional SW Partnership Dues (\$825)
Insurance & Bonds		\$ 1,948		120.77	\$	6,835	\$ 1,500	WC and Prop Liability
Capital Outlay		\$ 1,181	\$ 2,220	0.00	\$	12,043		
· · · · · · · · · · · · · · · · · · ·								Leaf Vac 100% (\$14,506.69), Backhoe 50% (\$7456.09), F-750 Dump Truck 40%
								(\$4,500.17), Jet Vac 40% (\$4,316), Push Cam 50% (\$1272.68) Bronco, +\$13,320.81 for
Prin. Maturities	\$ 31,547	\$ 28,936	\$ 36,081	36,671.35	\$	38,721	46,110.00	2024 debt, \$1,764.50 for 2023 debt
								Leaf Vac (\$557.03), Backhoe 50% (\$317.07), F-750 Dump Truck 40% (\$210), Jet Vac
								40% (\$166), Push Cam 50% (\$28.06) Bronco, \$2,484.04 for 2024 interest, (\$175.81)
Interest on Debt	\$ 2,730	\$ 2,450	\$ 2,481	2,835.30	\$	2,145	\$ 3,746	for 2023 interest
Anticipated Fund Balance								
Transfer		\$ 157,731		0.00				
Total	\$246,771	\$312,971	\$ 392,989	\$ 260,346	\$	423,774	\$ 287,320	

New Capital Expenses							
WATER SEWER FUND	Cost	Priority	FY	Useful Life	Explanation	Annual Payment	Terms
Dump Truck	\$95,000.00	High	24/25	10 years	Dump truck needed to replace the 1997 F800	25,081.00	5 years
TOTAL	\$95,000.00					25,081.00	

Budget Ordinance-Fiscal Year 2024-2025 City of Lowell

BE IT ORDAINED by the City Council of the City of Lowell, North Carolina:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the city government and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore established for this City:

Purpose	Amount
Administration	\$2,834,636
Public Safety	\$1,374,286
Public Works	\$392,766
Sanitation	\$363,715
Parks and Recreation	\$295,280
Powell Bill	\$100,000
Community Investment Fund (CIF) Capital Projects	\$298,480
Total Appropriations	\$5,659,163

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Revenue Source	Amount
Current year Property Tax & Vehicle Motor Tax	\$2,926,800
Local Sales Tax	\$850,000
Fees for Services	\$1,243,813
Powell Bill for Streets	\$100,000
All other revenues	\$1,338,550
Total Revenues	\$5,659,163

Section 3: The following amounts are hereby appropriated in the Water and Sewer Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore approved for the City:

Purpose	Amount
Water & Sewer Collection & Distribution	\$3,004,928
Wastewater Treatment	\$420,092
Total Appropriations	\$3,439,340

Section 4: It is estimated that the following revenues will be available in the Water and Sewer Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

			,
Revenue Source		Amount	
rectende Source		1 Hillouit	
Water User Charges		\$947,866	

Wastewater User Charges	\$741,898
All Other	\$1,749,576
Total Revenues	\$3,439,340

Section 5: The following amounts are hereby appropriated in the Stormwater Utility Fund for the operation of the stormwater department for the fiscal year beginning July 1, 2024 and ending June 30, 2025, in accordance with the chart of accounts heretofore approved for the City:

Purpose	Amount
Stormwater Personnel	\$178,292
Operation and Maintenance	\$59,173
Debt Service	\$49,855
Total Appropriations	\$287,320

Section 6: It is estimated that the following revenues will be available in the Stormwater Utility Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Revenue Source	Amount	
Stormwater User Fees	\$287,120	
Stormwater Merchandise	\$200	
Total Revenues	\$287,320	

Section 7: There is hereby levied a tax at the rate of forty-three and a half cents (\$0.435) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2024, for the purpose of raising the revenue listed "Current Year's Property Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on estimated total valuation of taxable real property and motor vehicles within the city limits totaling \$611,852,757 based on a 99% rate of collection, and the estimated taxable value of Public Service Companies of \$20,072,360 with a 100% collection rate, and the estimated total taxable value of personal property listed in the corporate limits of \$37,448,877 at an estimated collection rate of 99%.

Section 8: A registration tag fee of \$10.00 per vehicle will be removed and not collected beginning FY25.

Section 9: The City Manager or a designee is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. Transfers between line-item expenditures within a department without limitation and without a report being required. These changes must not result in increases in recurring obligations such as salaries.
- b. Transfers between departments within the same fund, including contingency appropriations, not to exceed 10% of the appropriated monies for the department

- whose allocation is reduced. Notice of all such transfers shall be made to the Council at the next regular meeting of the Council.
- c. The budget officer is hereby authorized to carry over appropriations in the fiscal year any previously approved purchase orders and accompanying budget
- d. Grant funding not depleted during the prior fiscal year may be carried over with the City Manager's approval. Special Revenue funding not depleted during the prior fiscal year may be carried over with the City Manager's approval.
- e. Transfer \$298,480 to the Community Investment Fund (CIF).
- f. Excess revenues above the 50% General Fund Balance goal shall be transferred to the Community Investment Fund (CIF).

Section 10: The City Manager or a designee may make cash advances between funds for periods not to exceed 60 days without reporting to the Governing Board. Any advances that extend beyond 60 days must be approved by the Board. All advances that will be outstanding at the end of the fiscal year must be approved by the Board.

Section 11: Copies of this Budget Ordinance shall be furnished to the Clerk to the Board and to the Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Section 12: The attached document entitled, "Rates, Fees and Charges FY 2024-2025" is hereby incorporated and adopted as part of this ordinance.

Section 13: The attached document entitled, "City of Lowell Classification and Pay Update" is hereby incorporated and adopted as part of this ordinance.

th day of June, 2024.

Adopted this

,,,	
	Larry Simonds, Mayor
	Mayor Temp Scott Bates
	Mayor Temp Scott Dates

Councilmember Phil Bonham

Attest:	
	Councilmember DeWayne Chitwood
Cheryl Ramsey, City Clerk	
	Councilmember Shane Robinson
	Councilmember Travis Smith

FY 2024-2025 Proposed Rates Fees, and Charges (Proposed changes shown in red)

WATER RATES							
RESIDENTIAL	Inside City Limits	Outside City Limits					
Minimum 1,500 Gallons	\$11.67 <mark>12.37</mark>	\$23.34 <mark>24.74</mark>					
Per 1,000 Gallons after Minimum	\$8.96 <mark>9.50</mark>	\$17.92 19.00					
COMMERCIAL							
Minimum 1,500 Gallons	\$16.32 <mark>17.30</mark>	\$32.63 <mark>34.59</mark>					
Per 1,000 Gallons after Minimum	\$11.86 <mark>12.57</mark>	\$23.76 <mark>25.15</mark>					
IRRIGATION							
Per 1,000 Gallons	\$7.37 <mark>7.81</mark>	\$7.37 7.81					
SEWER RATES							
RESIDENTIAL	Inside City Limits	Outside City Limits					
Minimum 1,500 Gallons	\$13.03 13.42	\$26.04 <mark>26.82</mark>					
Per 1,000 Gallons after Minimum	\$7.68 <mark>7.91</mark>	\$15.38 1 5.84					
COMMERCIAL							
Minimum 1,500 Gallons	\$18.22 18 .77	\$28.34 29.19					
Per 1,000 Gallons after Minimum	\$9.80 10.09	\$15.99 16.47					
SEWER CUSTOMER ONLY	SEWER CUSTOMER ONLY						
Per 1,000 Gallons	\$13.29 <mark>13.68</mark>	\$13.29 13 .68					
SEPTIC SEWER - Minimum \$4.84							
Per 1,000 Gallons	\$2.86 2.94	\$2.86 2.94					
SYSTEM DEVELOPMENT FEE (SDF) ***No System Development Fees for Fire Protection Meters***							
Water Tap Size	Water Fee	Sewer Fee					
¾ in	\$540	\$1,910					
1 in	\$1,350	\$4,775					

SYSTEM DEVELOPMENT FEE (SDF) cont	tinued ***No System Develo	***No System Development Fees for Fire Protection Meters***	
Water Tap Size	Water Fee	Sewer Fee	
6 in	\$27,000	\$95,500	
8 in	\$43,200	\$152,800	
10 in	\$62,100	\$219,650	
12 in	\$121,500	\$429,750	

WATER TAP FEES / SEWER TAP FEES / METER SET FEE / IRRIGATION METER / BACKFLOW			
	WATER TAP FEES		
WATER TAP SIZE	Inside City Limits	Outside City Limits	
3⁄4 in	\$1,000	\$1,375	
1 in	\$1,750	\$2,250	
1.5 in	\$2,500	\$3,000	
2in	\$3,250	\$3,750	
	SEWER TAP FEES		
SEWER TAP SIZE	Inside City Limits	Outside City Limits	
4 in	\$1,250	\$1,680	
6 in	\$1,800	\$2,280	
8 in	\$3,600	\$4,200	
	METER SET FEE		
\$350.00 for 3/4 inc	\$350.00 for 3/4 inch meter, larger sized meters will be quoted upon request		
IRRIGATION METER			
\$600.00 for 3/4 inch meter; \$1,000 for 1 inch meter, \$1,200 for 1.5 inch meter			
BACKFLOW TESTING ADMIN FEE			
\$75.00			

GARBAGE COLLECTION CHARGES		
RESIDENTIAL		
Roll Cart (1)	\$12.00	
Each Additional Roll Cart	\$8.00	
COMMERCIAL		
Roll Cart (1)	\$22.00	
Each Additional Roll Cart	\$22.00	
BULK ITEMS CHARGES		
Electronic s Curbside Collection (per Item)	\$25.00	
White Goods/Appliances Collection (per item)	\$25.00	
Tires ON RIM (per tire)	\$8.00	
Tires OFF RIM (per tire)	\$5.00	
Excess Household Trash, Less Than or Equal to 100lbs	\$15.00	
Excess Household Trash, Greater than 100 lbs.	\$25.00	
Excess Household Trash, Greater than 300 lbs.	Work will require heavy equipment removal and will be billed according to equipment costs.	

STORMWATER CHARGES (BILLED MONTHLY)	
Residential Stormwater Charge	\$6.75 \$4.75
Non-Residential Stormwater Charge	\$6.75 \$4.75 PER 2,827 square feet of impervious

	curtaco	
MISCELLANEOUS UTILITY SERVICE CHARGES		
New Account Activation Fee	\$50.00	
Deposit (Waived for homeowners - but must show proof of ownership)	\$150.00	
Penalty / Late Fee - If not paid by due date on bill	\$5.00	
Returned Item Fee	\$30.00	
Delinquent Service Charge (Scheduled for Cut-Off)	\$50.00	
Water Meter Calibration Request (Defective meter replaced free of charge)	\$10.00	

MISCELLANEOUS UTILITY SERVICE CHARGES (continued)		
Replacement Meter (Found to be damaged by customer)	\$350.00	
Copies (per sheet)	\$0.25	

PLANNING AND ZONING FEES ***Where construction begins without the appropriate permits in place, permit cost shall be doubled. ***			
RESIDENTIAL ZONING PERMITS	RESIDENTIAL ZONING PERMITS		
New Home Construction (Single, Two-Family structures and mobile homes)	\$125.00		
Single Family Attached / Multi-Family (condo, apartments, townhomes, etc.)	\$100 Per Dwelling Unit		
Per Dwelling Unit Fee	\$50		
Home Additions/Expansions and Accessory Structures (including solar panels)	\$50		
Internal Up-Fit/Remodel (no expansion)	\$25.00		
Demolition (residence and/or accessory structures)	\$25.00		
As-Built Foundation Survey Review	\$45		
NON-RESIDENTIAL ZONING PERMITS			
Change of Use	\$100.00		
Internal Up-Fit/Remodel (no expansion, re-roof)	\$100.00		
Accessory Structures (including solar panels)	\$200.00		
Demolition (building and/or accessory structures)	\$100.00		
As-Built Foundation Survey Review	\$45		
New Construction (including additions to existing buildings) - Up to 5,000 sq ft	\$250.00		
New Construction (including additions to existing buildings) - 5,001 sq ft - 10,000 sq ft	\$350.00		
New Construction (including additions to existing buildings) - Over 10,000 sq ft	\$450.00		
Sign Permits	\$100		
Permanent Sign	\$100		
Outdoor Advertising Sign (Billboard)	\$200		

Temporary Sign	\$25	
Zoning Verification Letter	\$100	
Home Occupation Permit	\$75	
Temporary Use Permit	\$75	
Telecommunication Tower Permit		
New	\$5,500.00	
Co-Location	\$300.00	
PUBLIC HEARING APPLICATION:	5	
Zoning Map Amendment - General	\$800 + Per Acre Charge + Advertising Cost	
Per Acre Charge	\$35	
Advertising Cost	\$250	
Zoning Map Amendment -Conditional	\$2,000 + Per Acre Charge + Advertising Cost	
Per Acre Charge	\$35	
Advertising Cost	\$250	
Text Amendment	\$550 + Advertising Cost	
Advertising Cost	\$250	
Master Sign Plan Application	\$500 + Advertising Cost	
Advertising Cost	\$250	
Development Agreement	\$5,000 + Advertising Cost	
Advertising Cost	\$250	
Permanent Closing of Public Streets and Alleys	\$2,000	
Annexation - voluntary	\$500 + Per Acre Charge + Advertising Cost	
Per Acre Charge	\$40	
Advertising Cost	\$250	
Special Use Permit / Conditional Use Permit	\$600.00 + Per Acre Charge + Advertising Cost	
Per Acre Charge	\$40	
Advertising Cost	\$250	
PUBLIC HEARING APPLICATIONS (continued)		

Variance	\$450.00 + Per Acre Charge + Advertising Cost	
Per Acre Charge	\$40	
Advertising Cost	\$250	
Appeals	\$350.00	
SUBDIVISION REVIEW & INSPEC	TIONS	
Pre-Submittal Meeting - Payment required prior to meeting.		
Pre-Submittal Meeting - Sketch plat review (1 acre or less)	\$100.00	
Pre-Submittal Meeting - Sketch plat review (greater than 1 acre)	\$200.00 + Per Dwelling Unit Charge	
Per Dwelling Unit Charge	\$5.00	
PRELIMINARY PLAT REVIEW		
(0-50 lots) / Proposed - Less than 24 Lots	\$760.00	
(51+ lots) / Proposed - 24 or More lots	\$3,000	
Per lot charge over 100 lots	\$60	
Preliminary Plat Resubmissio	on .	
Proposed: Initial fee covers 3 reviews. 4th Resubmittal	75% of initial review fee	
FINAL PLAT REVIEW		
Major Subdivision	\$500 + Per Lot Charge	
Minor Subdivision	\$250 + Per Lot Charge	
Per Lot Charge	\$25	
Letter of Credit/Bond/Performance Guarantee Review	\$500	
Time Extension for Plat Approval	\$500	

PLAN REVIEW AND CONSTRUCTION ADMINISTRATION FEES Fees apply to Subdivisions and Site Plans. *** If a fourth (4th) review is required, 75% of the initial Plan Review will be charged. ***			
PLAN REVIEW Payment due prior to plan review.			
Roadway Plan (public and/or private)	\$2.70 per linear foot of street centerline		
Parking/Loading Areas (including access/driveways)	\$0.15 per square foot		
Storm Drainage	\$3.00 per linear of street centerline		
Water Lines	\$1.80 per linear foot pipe		
Sewer Lines	\$2.40 per linear foot pipe		
Stormwater Quality and/or Stormwater Detention Facilities	\$10,500 per plan or per subdivision		
Revisions To Approved Plan (RTAP)	\$75 per page		
CONSTRUCTION ADMINISTRATION & INSPECTIONS Payment due Prior to the issuance of stamped/approved plans to the applicant. More than two (2) failed inspections will result in additional fees being charged to the developer as stated in the Failed Inspection Notice. Final plats will not be reviewed until all Failed Inspection fees have been paid to the City of Lowell.			
Roadway Plan (public and/or private)	\$10.00 per linear foot of street centerline		
Storm Drainage	\$10.00 per linear of street centerline		
Water Lines	\$6.00 per linear foot pipe		
Sewer Lines	\$7.00 per linear foot pipe		
Stormwater Quality and/or Stormwater Detention Facilities	\$31,000.00 per plan or per subdivision		
UTILITY ALLOCATION AND EXTENSION REVIEW FEE Payment due prior to plan review			
Preliminary Capacity Assurance Review (PCAR) Greater than 5,000 gpd	\$400		
Full Capacity Assurance Review (FCAR) Greater than 5,000 gpd	\$1,000		
Preliminary Capacity Assurance Review (PCAR) 5,000 gpd or less	\$250		
Full Capacity Assurance Review (FCAR) 5,000 gpd or less	\$400		
ZONING SITE PLAN & CONTRUCTION REVIEW Payment due prior to plan review.			
Pre-Submittal Meeting Sketch Plan Review and Consultation	\$200.00 + Per Dwelling Unit Fee (if applicable)		
Per Dwelling Unit Fee	\$5.00		

Site Plan Review	\$500.00 + Per Acre Fee
Per Acre Fee	\$25.00
Recombination/Exempt/Easement Plats	\$100.00
Driveway Cut Permit	
Residential	\$25.00
All other	\$50.00
New Development Street Signage	The City of Lowell will provide street signage for new development at cost <u>PLUS</u> twenty-five percent (25%).

RENTAL FEES		
Community Center		
Residents	\$30/hour (minimum 4 hours) User Fee + \$100 Deposit (Cash)	
Non-residents	\$45/hour (minimum 4 hours) + \$100 Deposit (Cash)	
Harold Rankin Park Picnic Shelter		
Residents	\$20.00 (4 Hour increments)	
Non-residents	\$30.00 (4 Hour increments)	
Harold Rankin Park Field Rental		
Residents	\$10.00	
Non-residents	\$15.00	
Truck Rental		
Must have an active water account. Charge subject to weight and specifications.	\$67.47 - Minimum charge	

PARKS & RECREATION		
Youth Athletics Registration		
Residents	\$50.00	
Non-residents	\$75.00	

CITY OF LOWELL

CLASSIFICATION AND PAY UPDATE

APRIL 2024

The Management and Personnel Services Group (MAPS) Inc.

STUDY METHODOLOGY

This study updates the classification and pay plan for the City of Lowell. The MAPS Group has conducted previous studies for the City, the most recent being April 2021.

Classification. The study assigns positions to classifications based on their degree of similarity and difference in the following factors:

- difficulty of work (complexity and variety);
- * judgement and responsibility;
- * education and experience requirements;
- * nature and extent of public contact;
- * physical effort and hazards; and
- * supervision given and received.

Compensation. As part of this study, recommendations are being made for a salary schedule, position classification plan, and costs for implementing the salary plan. In selecting which classes to survey for salary comparisons, we chose at least one entry level and one supervisory position in each occupational series. We then evaluated salary data to determine if there was a comparable position and whether the position was stronger or weaker in terms of scope of responsibilities.

The labor market was selected to provide the following information:

- * the prevailing rate of pay in the immediate geographic area;
- * comparison of jobs similar to those in the City of Lowell; and
- * prevailing rates of pay with employers who directly compete with the City for the same or similar pool of workers with specific job skills.

The prevailing rate of pay in the immediate geographic area is important because these wage rates reflect the cost of living in the area and the employment rate. Employers in the same geographic area who hire for similar jobs are also those employers with whom the City competes most directly for skilled workers. Setting competitive salaries that allow the City to hire qualified employees and retain the experienced and valuable workforce it has are important components of any salary survey. Salary grade assignments are based on an analysis of the labor market as to which comparison positions are stronger, weaker, and the closest match, and on reporting relationships of which positions within the City are stronger, weaker, and similar and the degree of these differences.

PAY PLAN RECOMMENDATIONS

PAY PLAN IMPLEMENTATION

Overview

MAPS conducted a market survey of minimum and maximum salaries for the selected jobs. Range percentages (the difference between the minimum and maximum of the range) varied as follows:

Belmont Bessemer Cityi Dallas Forest City Gastonia Kings Mountain Mt. Holly Shelby Gaston County	50% 50% 50% 50% varies 50% 50% 52% 70%
Gaston County	70%

Average 53.14%

Lowell Recommended 55%

The salary ranges in the recommended pay table are approximately 55% from hiring to maximum salary. Grades 5% apart have been established. An open range salary schedule has been recommended to provide flexibility in providing in-range salary increases. These ranges provide for employee advancement as a result of increased value to the City because of increased experience, and as an incentive and reward for increased performance. When annual market adjustments (cost of living adjustments) are made to pay ranges to account for inflation and local labor market changes, the whole table should reflect the adjustment, thus maintaining competitive entry rates of pay. A linked spreadsheet has been provided to the City to facilitate this process.

Compression. Normally, given the seniority of City employees, one would expect to find half of the City's employees below Midpoint and half above Midpoint. When this is not the case, as we have found, we call this a compressed distribution. There are two primary disadvantages to a compressed distribution. The first is that long term high performing employees are making the same pay or nearly the same pay as employees with less tenure. There are often morale problems associated with this and it can lead to turnover. The second problem is that when the City has the opportunity to hire highly qualified candidates, it is very difficult to offer such prospects salaries above entry level when employees with a number of years of service are compensated near those same entry levels.

Implementation Strategy

Option I:

Employee salaries are adjusted to at least the Hiring Rate of the new range and at least at the Minimum of the range if the employee has passed probation, consistent with the personnel policy recommendation. In addition, employees are moved into the range based on 1/4% per year of service in their current position.

Initial cost to implement Option I	\$24,464 for a full year	
Cost as a percentage of payroll	1.2%	

Option II:

In this option employees are adjusted to at least the Hiring Rate of the new range and at least at the Minimum of the range if the employee has passed probation. In addition, employees are moved into the range based on 1/2% per year of service in their current position.

Recommendations:

Because of the minor impact of the cost of implementation, we recommend Option II be considered the desired implementation strategy. Employees should be placed in the new pay ranges at the beginning of the fiscal year and receive any associated change in pay. The full cost to implement Option II will need to be included in the FY2025 budget.

Additionally, it is also recommended that the City maintain its practice of granting a cost of living adjustment for its employees. While this adjustment may typically be implemented effective July 1, the cost of living adjustment for FY2025 could be deferred to later in the fiscal year, perhaps until January 1, 2025, to reduce overall personnel costs for FY2025. At the time any cost of living adjustment may be granted, it is strongly recommended that the City adjust the pay ranges by the same amount as the cost of living adjustment to take into account movement of pay ranges at other jurisdictions that were used for study comparisons. Additionally, based on discussions with the City Manager, the City of Lowell is to be commended for utilizing merit pay for its employees and it is recommended that merit pay also be incorporated into the FY2025 budget.

Because the recommendations are based on jobs, not people, we also recommend that the City Manager have the authority to withold or delay increases for any individual employee where there are documented disciplinary actions indicating that the employee is not fulfilling job requirements.

Important Notes:

- 1. The costs identified above reflect the annual implementation cost.
- 2. The costs reflected above represent salary cost only and do not reflect the cost of benefits associated with salaries.
- 3. The ranges recommended are competitive as of now. Effective July 1, 2024, many of the same organizations we surveyed will adjust their ranges with market adjustments/cost of living adjustments. This means that if the City does not also adjust the ranges each year, the ranges will fall behind the City's competition.

City of Lowell List of Classifications by Grade

	FLSA	HIRING	
GRADE CLASSIFICATION	STATUS	RATE	MAXIMUM
8 Sanitation Technician		33,771	52,345
9 Public Works Technician I		35,460	54,963
Utility Accounts Technician			
10 Public Works Technician II		37,233	57,711
11 Sanitation Equipment Operator		39,095	60,597
12 Administrative Assistant		41,050	63,628
Utility Technician			
13		43,103	66,810
14 Utility Services Manager		45,258	70,150
15 Finance Technician		47,521	73,658
Water/Sewer Supervisor			
16 Police Officer		49,897	77,340
17 Planner		52,392	81,208
18 GIS Specialiist		55,012	85,269
Police Sergeant Stormwater Administrator			
19 City Clerk/Human Resource Director Communications Director (part time-30 hours/wk))	57,763	89,533
20		60,651	94,009
21 Police Captain		63,684	98,710
22		66,868	103,645

City of Lowell List of Classifications by Grade

23 Parks & Recreation Director Planning Director	70,211	108,827
24 Police Asst. Chief	73,722	114,269
25 Finance Director Public Works Director	77,408	119,982
26	81,278	125,981
27	85,342	132,280
28 Police Chief	89,609	138,894

Salary Schedule July 1, 2024

HIRING

	Till (III)				
GRADE	RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
6	30,631	32,163	39,055	47,478	6
7	32,163	33,771	41,008	49,853	7
8	33,771	35,460	43,058	52,345	8
9	35,460	37,233	45,212	54,963	9
10	37,233	39,095	47,472	57,711	10
11	39,095	41,050	49,846	60,597	11
12	41,050	43,103	52,339	63,628	12
13	43,103	45,258	54,957	66,810	13
14	45,258	47,521	57,704	70,150	14
15	47,521	49,897	60,590	73,658	15
16	49,897	52,392	63,619	77,340	16
17	52,392	55,012	66,800	81,208	17
18	55,012	57,763	70,141	85,269	18
19	57,763	60,651	73,648	89,533	19
20	60,651	63,684	77,330	94,009	20
21	63,684	66,868	81,197	98,710	21
22	66,868	70,211	85,257	103,645	22
23	70,211	73,722	89,519	108,827	23
24	73,722	77,408	93,996	114,269	24
25	77,408	81,278	98,695	119,982	25
26	81,278	85,342	103,630	125,981	26
27	85,342	89,609	108,811	132,280	27
28	89,609	94,089	114,252	138,894	28
29	94,089	98,793	119,964	145,838	29
30	98,793	103,733	125,961	153,129	30
31	103,733	108,920	132,260	160,786	31
32	108,920	114,366	138,873	168,826	32
33	114,366	120,084	145,817	177,267	33



Regular City Council Meeting

Consideration to Approve the Audit Contract for the Fiscal Year ending June 30, 2024

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6A
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 6-6-2024

Re: Consideration to Approve the Audit Contract for the Fiscal Year ending June 30, 2024

Please see the attached Audit Contract for your approval for the Fiscal Year ending June 30, 2024.

Attachments

FY 23-FY 25 Signed Audit Contract.pdf
Audit Contract for FY ending June 30 2024.pdf



January 16, 2023

P.O. Box 2379 109 W. Third Ave. Gastonia, NC 28053 704.864.8311 704.864.1716 (FAX)

City of Lowell 100 W. First Street Lowell, North Carolina 28098

We are pleased to submit this proposal in response to the City's request. It is our understanding that the City would like a three year proposal for an audit performed in accordance with generally accepted auditing standards as required by the American Institute of Certified Public Accountants and Governmental Auditing Standards. The contracts resulting from this will be for the June 30, 2023 fiscal year and the two subsequent years thereafter. Our fees for the financial audit for the fiscal years ending June 30, 2023 through June 30, 2025 are estimated as follows:

June 30, 2023--\$42,700 (Single Audit will be required)

June 30, 2024--\$36,500

June 30, 2025--\$37,900

For the years ended June 30, 2024 and 2025, the proposed fees do not include an estimate of costs associated with a Single Audit in accordance with Governmental Auditing Standards. For those two years, if a Single Audit is required, the actual fees would be greater than those proposed above.

We appreciate the opportunity to be of service to the City of Lowell and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

BUTLER & STOWE

Sheila O Thounton
Sheila O. Thornton, CPA

Sheila O. Thornton, CPA Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Lowell.

By: Act attenues

Title: City Moreyec

Date: 3/19/2023

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CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

The	Governing Board
	City Council
of	Primary Government Unit
	City of Lowell
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A
and	Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s) Auditor Name
	Butler & Stowe
	Auditor Address
	Post Office Box 2379, Gastonia, North Carolina 28053-2379
	Hereinafter referred to as Auditor
for	Fiscal Year Ending Date Audit Will Be Submitted to LGC

hereby agree as follows:

06/30/24

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

10/31/24

Must be within four months of FYE

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

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

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

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

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

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

- 14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
- 15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
- 16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
- 17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
- 18. Special provisions should be limited. Please list any special provisions in an attachment.
- 19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
- 20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
- 21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
- 22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

- 23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
- 24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
- 25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
- 26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
- 27. Applicable to audits with fiscal year ends of June 30, 2020 and later. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

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

- 28. Applicable to audits with fiscal year ends of June 30, 2021 and later. The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
 - a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
- 29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

- 30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).
- 31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit
- 32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.
- 33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and Government Auditing Standards, 2018 Revision. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved. Financial statements were prepared by: Auditor Governmental Unit Third Party			
If applicable: Individual at Governmental Ur experience (SKE) necessary to oversee the results of these services:	nit designated to have the suitable skills, knowledge, and/or non-attest services and accept responsibility for the		
Name: Title ar	nd Unit / Company: Email Address:		
Lisa Nolen Finance	e Officer Inolen@lowellnc.com		
OR Not Applicable (Identification of SKE Individue GAAS-only audits or audits with	al on the LGC-205 Contract is not applicable for h FYEs prior to June 30, 2020.)		
(AFIRs), Form 990s, or other services not ass engagement letter but may not be included in Items 8 and 13 for details on other allowable a			
hees (if applicable) should be reported as a sp	ble below for both the Primary Government Fees and the DPCU becific dollar amount of audit fees for the year under this contract. If d here, the contract will be returned to the audit form for correction.		
approval for services rendered under this control for the unit's last annual audit that was submit in an audit engagement as defined in 20 NCA	dited financial report and applicable compliance reports subject to fact (if required) the Auditor may submit interim invoices for tract to the Secretary of the LGC, not to exceed 75% of the billings ted to the Secretary of the LGC. All invoices for services rendered C .0503 shall be submitted to the Commission for approval before val is a violation of law. (This paragraph not applicable to contracts is).		
Primary Government Unit	City of Lowell		
Audit Fee (financial and compliance if applicable)	\$ 38,100.00		
Fee per Major Program (if not included above)	\$		
Additional Fees Not Ir	ncluded Above (if applicable):		
Financial Statement Preparation (incl. notes and RSI)	\$ 5,300.00		
II Other Non-Attest Services \$			
OTAL AMOUNT NOT TO EXCEED \$			
Discretely Presented Component Unit	N/A		
Audit Fee (financial and compliance if applicable)	\$		
Fee per Major Program (if not included above)	\$		
Additional Fees Not In	cluded Above (if applicable):		
inancial Statement Preparation (incl. notes and RSI)	\$		
All Other Non-Attest Services	\$		
OTAL AMOUNT NOT TO EXCEED \$			

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Butler & Stowe	
Authorized Firm Representative (typed or printed)* Sheila O. Thornton, CPA	Signature* Sheila D. Shornton, CPA
Date* 5-15-2024	Email Address* sthornton@butlerstowe.com

GOVERNMENTAL UNIT

Governmental Unit* City of Lowell		· · · · · · · · · · · · · · · · · · ·
Date Governing Board Approved Audit Contract* (Enter date in box to right)		
Mayor/Chairperson (typed or printed)* Larry Simonds	Signature*	.,
Date	Email Address* Isimonds@lowellnc.com	A felicinate of the second sec

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

GOVERNMENTAL UNIT - PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Lisa Nolen	
Date of Pre-Audit Certificate*	Email Address*
	Inolen@lowelInc.com

SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*
Chair of Audit Committee (typed or printed or "NIA")	Circultura
Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address
	1

DPCU - PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT



Consideration of Ordinance 2-2024 To Allow for a Reserve Police Officer/Auxiliary Police Officer Department

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6B
Reference File	Presented By

To: Scott Attaway, City Manager

From: Cheryl Ramsey, City Clerk

Date: 6-6-24

Re: To Allow for a Volunteer Reserve/Auxiliary Police Department

In working on the annual Worker's Compensation and Property Liability surveys to determine the amount of insurance the city will be billed for the next fiscal year, one of the questions asked was if the City of Lowell had a volunteer Auxiliary Police force and if there was an ordinance in place. The City has one volunteer/reserve officer. In a discussion with a Workers Compensation Underwriter for the North Carolina League of Municipalities (NCLM), it was recommended to have an ordinance in place allowing this volunteer/reserve department. Please see the attached Ordinance to be reviewed and approved by the Mayor and Council.

Because the Police Department did not initially have a policy in place for the Volunteer Auxiliary Police Department, which is also referred to as a Volunteer Reserve Police Department, the Lowell Police Department developed a policy that would allow for a Volunteer Reserve/Auxiliary Department. Please see the attached policy as well.

Attachments

<u>02-2024 To allow for a Volunteer Reserve; Auxiliary Police Department.pdf</u>
<u>Revised Lowell Police-Auxiliary Officer Policy.pdf</u>



ORDINANCE NO. 2-2024

TO ALLOW FOR A RESERVE POLICE OFFICER/AUXILIARY OFFICER 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, Reserve/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, a Reserve/Auxiliary Police Department. The Reserve/Auxiliary Police Department shall be a volunteer organization of sworn personnel, 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	 I ai	rry Simonds, Mayor
Chery Rambey, City Clerk	Lai	iry Difficition, iviayor

LOWELL POLICE DEPARTMENT

ADMINISTRATION, INVESTIGATIONS, AND PATROL

102 E. First St. Lowell, NC 28098

PHONE: 704-824-8540 • FAX: 704-824-4781

C. Moore
Chief of Police

SUBJECT: Police Reserves/Auxiliary

EFFECTIVE DATE: 05/15/2024

REVISED DATE: 05/15/2024

APPROVED BY: Chief Carl Moore

INDEX AS: Reserve Officer/Auxiliary

DISTRIBUTION: All Personnel

PURPOSE: The purpose of this general order is to establish a Police Reserve/Auxiliary

Officer's program.

POLICY: The policy of the Department shall be to recruit, select, and utilize members of the

community to serve as Police Reserve/Auxiliary Officers.

Reserve/Auxiliary Officers perform the same duties consistent with applicable law as full-time officers. To accomplish these tasks, they require law enforcement powers comparable to those of full time sworn personnel. Reserve/Auxiliary officers must have training and qualifications equivalent to that required of

full-time sworn personnel.

DEFINITIONS:

<u>Police Reserve/Auxiliary/Reserve Officer</u> is a sworn volunteer and a member of the Lowell Police Reserve having arrest and law enforcement authority.

RULES:

- 1. Reserve/Auxiliary Officers will be commissioned as sworn officers only after completion of the Basic Law Enforcement Training Course.
- 2. Applicants for the Police Reserve/Auxiliary Program will be reviewed and selected based upon the same criteria and processes to which full-time officer candidates are held. Non-probationary officers of the Lowell Police Department who have completed the established Field Training Program will be exempt from this review when a transfer from full-time status to part-time reserve status is approved.
- 3. Reserve/Auxiliary Officers will be required to complete all mandatory training required by the North Carolina Training and Standards Commission to include BLET and selected additional training as directed by the Chief of Police.
- 4. Reserve/Auxiliary Officers will be tested for firearms proficiency with the same frequency and will be held to the same standards as are full-time police personnel.
- 5. All Police/Auxiliary Reserves are subject to and are to abide by all standards, policies, rules and regulations that apply to full-time police personnel.
- 6. Police/Auxiliary Reserves must remain physically and psychologically able to perform all required duties. Police Reserves will be subject to the same physical fitness tests, random drug testing and psychological evaluations,

if any, as for full-time personnel. Submission to these tests is a condition of continued service.

- A Reserve/Auxiliary Officer shall be authorized to carry a concealed firearm while off-duty under the Law Enforcement Officer Safety Act. The weapon to be carried shall be one that the officer has qualified with and passed the department's qualification course. The qualification F/9 shall be approved by command staff. The F/9 shall be kept on file at the police department. The officer will also be presented a copy of the firearms qualification after approval by command staff. (The Law Enforcement Officers Safety Act (LEOSA) HR21S US Code 926B is a United States federal law, enacted in 2004, that allows two classes of persons-the "qualified Law Enforcement officer" and the "qualified retired or separated Law Enforcement officer" to carry a concealed firearm in any jurisdiction in the United States or United States Territories, regardless of state or local laws, with certain exceptions.
- 8. Police/Reserves will normally be assigned to patrol or enforcement activities, and generally will be accompanied and supervised by a full-time officer. The Chief of Police may assign a Police/Auxiliary Reserve to specialized duties based on a specific Departmental need or in recognition of the reserve/auxiliary officer's special skills or abilities. The Command Staff may approve a Police/Auxiliary Reserve for solo patrol work, in recognition of the reserve officer's special skills or abilities. An instance may arise where a reserve/auxiliary officer is assigned to a plainclothes detail for his/her assigned tour of duty. Under these circumstances, the reserve/auxiliary officer must carry a weapon that he/she has qualified with but only with the knowledge and approval of the Command Staff.
- 9. Police/Auxiliary Reserves will report to court as directed by subpoena or by verbal request from the District Attorney's office. Court attendance is a condition of continued service.

I. ORGANIZATION AND ADMINISTRATION

A. Reserve/Auxiliary

- 1. The Police/Auxiliary Reserve is an integral component of the Patrol Division. Reserve/Auxiliary Officers, in all matters pertaining to their activities as police personnel, are subject to the direction and orders of supervisors and commanders of the Department.
- 2. Reserve/Auxiliary personnel will be subject to disciplinary action that could include corrective counseling, written reprimand, suspension, or removal from the department for violations of department directives, state law or town ordinances.
- 3. Organized training sessions are to be scheduled by the Command Staff and appropriate records kept by the Training Coordinator. All Reserve/Auxiliary officers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the Command Staff.
- When arriving for duty, Reserves/Auxiliary are to report to the on-duty. The Command Staff will be responsible for completing required documentation regarding the assignment, hours, etc. Such information is to be forwarded to the Chief.
- 5. Documentation including the officer's name, duty or training assignment, date, and hours worked shall be forwarded to the Command Staff no later than the next duty day.
- 6. Throughout the year there will be several events that will be mandatory for Reserve/Auxiliary officers to attend.
- 7. Reserve/Auxiliary officers will be required to work 12 hours a month in order for the Lowell Police Department to hold his/her certification.

II. TRAINING

- A. Training for Reserve/Auxiliary Officers will be established and administered by the Command Staff, with assistance from the Training Coordinator, and will follow all applicable procedures of the Departmental Field Training and Evaluation Program. Reserve/Auxiliary officers will receive the same required training as full-time officers.
- B. Command Staff, in conjunction with the Field Training Officer will be responsible for the coordination and documentation of such training, ensuring that all program requirements are met prior to the Reserve/Auxiliary Officer being released from the Field Training program.
- C. In no instance is a Reserve/Auxiliary Officer to be assigned to an activity for which he or she has not been trained or does not have the capacity to satisfactorily control.

III. UNIFORMS

A. Reserve/Auxiliary Officers will wear polo/tactical pants the same as that of full-time officers performing like functions. Reserves/Auxiliary may be issued special insignia, patches, or badges.

- B. Reserve/Auxiliary Officers will be equipped as are full-time officers performing like functions. Equipment not personally issued to reserves (e.g. radio) will be made available to Reserves/Auxiliary while performing police duties.
- C. Police/Auxiliary Reserves are expected to maintain all issued uniforms and equipment, including any personally provided service weapon, in a state of operational readiness, and to develop and maintain proficiency with all issued and approved personally provided equipment.
- D. No member of the Reserve/Auxiliary Officer program will hold a rank or wear insignia indicative of rank corresponding with that of supervisory or command officers of the full-time staff.

IV. PERFORMANCE EVALUATIONS

All Reserve/Auxiliary personnel will be reviewed in some manner each year in accordance with Departmental Policy on personnel evaluations.



Consideration of Adopting the Water and Sewer Capital Improvement Plan (CIP)

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6C
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 6-6-2024

Re: Consideration of Adopting the Updated Water and Sewer CIP

Please see the attached Water and Sewer CIP updated by staff and Withers Ravenel Engineering firm this current fiscal year.

Attachments

Water Sewer Updated CIP 6_6_24.pdf

TABLE 4

CITY OF LOWELL WATER AND SEWER FUND CAPITAL IMPROVEMENTS PLAN

	CUMULATIVE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
PROJECT NAME	CONT	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
PROJECT NAME	0031	2025	2020	2021	2020	2025	2030	2031	2032	2033	2034
WATER AND SEWER IMPROVEMENTS											
CAMERA SYSTEM (COST SHARE WITH STORMWATER)	65,000		65,000	À	•						
,	,										
WATER AND SEWER IMPROVEMENTS SUBTOTAL	65,000	0	65,000	0	0	0	0	0	0	0	0
							_				
WATER IMPROVEMENTS											
Redundant Lines Identification and Repair	128,600	11,000	11,4000	111,8000	12,200	12,600	13,000	13,400	13,900	14,400	14,900
HWY 7 Line Improvements to Alternative Meter Point	1,055,000	1,055,000	STATE APPR	OPRIATION							
Water Loss Study	30,000	30,000									
Asset Inventory and Assessment (GRANT MATCH)	9,750	99,7500									
			K								
WATER IMPROVEMENTS SUBTOTAL	1,223,350	1,105,750	11,400	11,800	12,200	12,600	13,000	13,400	13,900	14,400	14,900
WASTEWATER IMPROVEMENTS											
I&I Study and Sewer Flow Metering	150,000	150,000	STATE APPRO	OPRIATION							
Systemwide Collection System Rehabilitation	3,000,000						3,000,000	NSTALLMENT	T LOAN		
Systemwide Manhole Rehabilitation	51199,9900.0	5507,000	51,500	53,100		56,400	58,100	59,900	61,700	63,600	65,600
Lynn Street Pump Station Replacement (CDBG funded)	11,,200,000		1,200,000	700,000 CDBG	GRANT & 800	,000 FEDERAL	. APPROPRIA	TION			
Infiltration and Inflow / System Repairs	3336,900		33,000	34,000	35,100	36,200	37,300	38,500	39,700	40,900	42,200
Pre-Construction Planning Grant for a Wastewater Interconnection with Two Rivers Utilities	588,000	588,000	\$400,000 GRA	NT FUNDED							
Wastewater Interconnection with Two Rivers and Decommission	5,818,560		4,598,703	SRF LOAN							
Generators	770,000					170,000	180,000		200,000		220,000
General System Repairs	6,797,500			6,797,500	STATE APPR	OPRIATION					
WASTEWATER IMPROVEMENTS SUBTOTAL	19,180,860	<u>788,000</u>	6,283,203	6,88 <u>4,600</u>	35,100	262,600	3,275,400	98,400	301,400	104,500	327,800
TOTAL	20,469,210	1,893,750	6,359,603	6,896,400	47,300	275,200	3,288,400	111,800	315,300	118,900	342,700
DEDT BACKAGES	0.040.777		DEBT 1				DEBT 2				
DEBT PACKAGES	8,818,560		4,598,703				3,000,000				
ANNUAL DEBT	8,818,560		4,598,703				3,000,000				
GRANTS / APPROPRIATIONS	9,547,500	1,550,000	1,200,000	6,797,500		075 000	000 400	444.000	045.000	440.000	040 700
ANNUAL CAPITAL OUTLAY	2,103,150	343,750	160,900	98,900	47,300	275,200	288,400	111,800	315,300	118,900	342,700

Printed 6/6/2024

Debt Service Requirements

The water and sewer fund has six (6) outstanding debt obligations in FY 2024. One loan for the sewer plant pump matures in FY 2025 and one that funded a push cam will mature in FY 2026. Additionally, in FY 2027. three loans will mature, requiring only the water meter loan to remain in FY 2028. Consequently, over \$90,000 of annual financial capacity will become available to the fund. A summary of the existing debt packages is shown in Table 5.



TABLE 5 CITY OF LOWELL WATER AND SEWER FUND DEBT SERVICE SUMMARY

			YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
TYPE	NAME	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	•		-							-		
WATER	WATER METERS	36,253	36,253	36,253	36,253	36,253	36,253	36,253	36,253	36,253	36,253	36,253
WATER & SEWER	HOMETRUST	25,157	63,742	58,430	63,742							
SEWER	WWTP PUMP	9,416	9,416									
WATER & SEWER (75% AFTER FY 21)	JETTER	8,404	8,404	8,404	6,303							
WATER & SEWER (60% AFTER FY 21)	BACKHOE	9,328	9,328	9,328	9,328							
WATER & SEWER (50% AFTER FY 21)	PUSH CAM	1,301	1,301	976								
TOTAL		96,133	128,443	113,390	115,626	36,253	36,253	36,253	36,253	36,253	36,253	36,253



Consideration of Budget Amendment #16

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6D
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-5-2024

Re: Consideration of Budget Amendment #16

Please see the attached Budget Amendment #16 to receive grant funds from N. C. Interlocal Risk Management Agency for a Workers' Compensation Safety Grant. These funds were utilized to add secure access to City Hall and the Police Department.

Attachments

Budget Amendment #16 FY 2023-2024.pdf

City Of Lowell Budget Amendment #16 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	General Fund, estimated revenue	ues are to be char	nged as follows:
General Fund: Revenue	:		
10-3306-0000 Workers'	Compensation Safety Grant	<u>Decrease</u>	<u>Increase</u> \$3,997.50
	rease of \$3,997.50 in the General Y 23-24 from \$5,040,073.98 to \$		l revenues, bringing the
Section 2: To amend th	e General Fund, the appropriation	ons are to be char	nged as follows:
General Fund: Expenses	:	Daguaga	In angage
10-4100-4500 Contracte	d Services	Decrease	<u>Increase</u> \$1,998.75
10-5100-4500 Contracte			\$1,998.75
Contracted Services in F	sult in an increase of \$1,998.75 in Y 23-24 from \$141,578.00 to \$100 ic Safety appropriations for Con	143,576.75. This	will also result in an increase
This amendment is for g Workers' Compensation	rant funds received from N. C. I Safety Grant.	nterlocal Risk M	anagement Agency for a
	s budget amendment shall be fur he Finance Officer for their dire		rk of the City Council, and to
Adopted this	_ day of June, 2024.		
Attest:			Mayor

City Clerk



Consideration of Budget Amendment #17

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6E
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-5-2024

Re: Consideration of Budget Amendment #17

Please see the attached Budget Amendment #16 to receive grants funds from the SRP-W-ARP-0301 Pre-Construction Wastewater Planning Grant. These funds are to pay Withers Ravenel for their task order contract from 2023 which will provide engineered plans, permits, and bid docs for regionalization of the WWTP.

Attachments

Budget Amendment #17 FY 2023-2024.pdf

City Of Lowell Budget Amendment #17 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:	n.	•	
30-3304-0000 SRP-W-ARP-0301 Pre-Con Planning Gr	<u>Decrease</u> rant	<u>Increase</u> \$343,432.00	
This will result in an increase of \$343,432.00 in the Wa the revenues budgeted for FY 23-24 from \$2,138,170.24			5
Section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the Water/Sewer Fund, the appropriate the section 2: To amend the section 2:	priations are to b	be changed as follows:	
Water/Sewer Fund: Expenses:		_	
30-8200-0400 WWTP Professional Services	<u>Decrease</u>	<u>Increase</u> \$343,432.00	
This amendment will result in an increase of \$343,432.0 Professional Services in FY 23-24 from \$242,461.00 to		appropriations for	
This amendment is to receive funds from SRP-W-ARP-Grant.	-0301 Pre-Constr	ruction Wastewater Planning)
Section 3 : Copies of this budget amendment shall be futhe Budget Officer and the Finance Officer for their directions.		erk of the City Council, and	l to
Adopted this day of June, 2024.			
		Mayran	
Attest:		Mayor	

City Clerk



Consideration of Budget Amendment #18

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6F
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #18

Please see the attached Budget Amendment #18 to receive interest earned on Powell Bill funds. These funds will be used to pay the Powell Bill portion of equipment purchased.

Attachments

Budget Amendment #18 FY 2023-2024.pdf

City Of Lowell Budget Amendment #18 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 General Fund, estimated revenues are to be changed as follows:

General Fund: Revenue:		
10-3290-0100 Interest Earned Powell Bill	<u>Decrease</u>	<u>Increase</u> \$31,460.00
This will result in an increase of \$31,460.00 in the G revenues budgeted for FY 23-24 from \$5,044,071.48		ed revenues, bringing the
Section 2: To amend the General Fund, the appropri	ations are to be cha	nged as follows:
General Fund: Expenses:		
10-4510-7400 Capital Outlay-Equipment	<u>Decrease</u>	<u>Increase</u> \$31,460.00
This amendment will result in an increase of \$31,460 Outlay-Equipment from \$5,910.04 to \$37,370.04.	0.00 in the Powell B	ill appropriations for Capital
This amendment is to receive interest earned on Pow	ell Bill funds.	
Section 3 : Copies of this budget amendment shall be the Budget Officer and the Finance Officer for their officer for their officer and the Finance Officer for their officer		erk of the City Council, and to
Adopted this day of June, 2024.		
Attest:		Mayor
City Clerk		
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Consideration of Budget Amendment #19

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6G
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #19

Please see the attached Budget Amendment #19 to receive interest earned on City funds. This additional revenue is due to the City changing banking institutions. These funds are allocated equally over the departments in the General Fund to have a balanced budget.

Attachments

Budget Amendment #19 FY 2023-2024.pdf

City Of Lowell Budget Amendment #19 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 General Fund, estimated revenues are to be changed as follows:

General Fund:

Revenue:

10-3290-0000 MRS Interest-Investments Decrease Increase \$160,400.00

This will result in an increase of \$160,400.00 in the General Fund estimated revenues, bringing the revenues budgeted for FY 23-24 from \$5,075,531.48 to \$5,235,931.48.

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Section 2: To amend the General Fund, the appropriations are to be changed as follows:

General Fund:

Expenses:

	<u>Decrease</u>	<u>mcrease</u>
10-4100-3300 Departmental Supplies-Admin		\$32,080.00
10-5100-3300 Departmental Supplies-Public Safety		\$32,080.00
10-5600-3300 Departmental Supplies-Streets		\$32,080.00
10-5800-3300 Departmental Supplies-Sanitation		\$32,080.00
10-6120-3300 Departmental Supplies-Parks & Rec		\$32,080.00

This amendment will result in an increase of \$32,080.00 in the Administration appropriations for Departmental Supplies in FY 23-24 from \$32,000.00 to \$64,080.00. This will result in an increase of \$32,080.00 in the Public Safety appropriations for Departmental Supplies in FY 23-24 from \$26,500.00 to \$58,580.00. This will result in an increase of \$32,080.00 in the Streets appropriations for Departmental Supplies in FY 23-24 from \$16,000.00 to \$48,080.00. This will result in an increase of \$32,080.00 in the Sanitation appropriations for Departmental Supplies in FY 23-24 from \$7,700.00 to \$39,780.00. This will result in an increase of \$32,080.00 in the Parks & Rec appropriations for Departmental Supplies in FY 23-24 from \$5,000.00 to \$37,080.00.

This amendment is to receive interest earned on City funds.

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 June, 2024.	
Attest:	Mayor
City Clerk	



Consideration of Budget Amendment #20

Meeting	Agenda Group
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6H
Reference File	Presented By

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #20

Please see the attached Budget Amendment #20 to receive interest earned on City funds. This additional revenue is due to the City changing banking institutions. These funds are being used to pay for expenditures that were incurred for the pillar repair on sewer main, asphalt repairs due to water leaks, repairs to the lift stations, and for sludge removal at the waste water treatment plant for replacement of the aerators at the bottom of the tank.

Attachments

Budget Amendment #20 FY 2023-2024.pdf

City Of Lowell Budget Amendment #20 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 to	revenues are to b	be changed as follows:
Water/Sewer Fund: Revenue:	Decrease	Ingrassa
30-3290-0000 MRS Interest-Investments	<u>Deci ease</u>	<u>Increase</u> \$56,690.00
This will result in an increase of \$56,690.00 in the Waterevenues budgeted for FY 23-24 from \$2,481,602.24 to		stimated revenues, bringing th
Section 2: To amend the Water/Sewer Fund, the approp	priations are to b	e changed as follows:
Water/Sewer Fund: Expenses:		
20.0100.4500.C 1.C	Decrease	Increase
30-8100-4500 Contracted Services-Water 30-8200-4503 WWTP Sludge Disposal		\$28,345.00 \$28,345.00
This amendment will result in an increase of \$28,345.00 Contracted Services-Water in FY 23-24 from \$75,000.0 increase of \$28,345.00 in the Water/Sewer appropriation from \$45,000.00 to \$73,345.00.	0 to \$103,345.00). This will result in an
This amendment is to receive interest earned on City fur	nds.	
Section 3 : Copies of this budget amendment shall be furthe Budget Officer and the Finance Officer for their directions.		erk of the City Council, and to
Adopted this day of June, 2024.		
		Mayor
Attest:		Mayor

City Clerk



Consideration of Budget Amendment #21

Meeting	Agenda Group		
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6I		
Reference File	Presented By		

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #21

Please see the attached Budget Amendment #21 to receive interest earned on City funds. This additional revenue is due to the City changing banking institutions. These funds are being allocated to Stormwater supplies to have a balanced budget.

Attachments

Budget Amendment #21 FY 2023-2024.pdf

City Of Lowell Budget Amendment #21 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 Stormwater Fund, estimated revenues are to be changed as follows:

Stormwater Fund: Revenue:	_	
90-3290-0000 MRS Interest-Investments	<u>Decrease</u>	<u>Increase</u> \$14,200.00
This will result in an increase of \$14,200.00 in the Storn revenues budgeted for FY 23-24 from \$423,774.44 to \$4		mated revenues, bringing the
Section 2: To amend the Stormwater Fund, the appropr	iations are to be	changed as follows:
Stormwater Fund: Expenses: 90-9000-3300 Supplies	<u>Decrease</u>	<u>Increase</u> \$14,200.00
This amendment will result in an increase of \$14,200.00 in FY 23-24 from \$10,500.00 to \$24,700.00.	in the Stormwa	ter appropriations for Supplies
This amendment is to receive interest earned on City fur	nds.	
Section 3: Copies of this budget amendment shall be fur the Budget Officer and the Finance Officer for their dire		erk of the City Council, and to
Adopted this day of June, 2024.		
Attest:		Mayor
City Clerk		



Consideration of Budget Amendment #22

Meeting	Agenda Group		
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6J		
Reference File	Presented By		

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #22

Please see the attached Budget Amendment #22 to receive interest earned on SCIF Grant funds. This additional revenue is due to the City changing banking institutions. These funds are allocated to Professional Services so that these can be used for additional work at 1602 N Main Street, Lowell, NC as needed.

Attachments

Budget Amendment #22 FY 2023-2024.pdf

City Of Lowell Budget Amendment #22 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 SCIF Grant, estimated revenues are to be changed as follows:

SCIF Grant: Revenue:		
65-3290-0000 MRS Interest-Investments	<u>Decrease</u>	<u>Increase</u> \$48,200.00
This will result in an increase of \$48,200.00 in the SCIF revenues budgeted from \$2,000,000.00 to \$2,048,200.00		l revenues, bringing the
Section 2: To amend the SCIF Grant, the appropriations	s are to be chang	ged as follows:
SCIF Grant: Expenses:	Dagwaga	Inguaga
65-4100-0400 Professional Services	<u>Decrease</u>	<u>Increase</u> \$48,200.00
This amendment will result in an increase of \$48,200.00 Professional Services from \$2,000,000.00 to \$2,048,200		ant appropriations for
This amendment is to receive interest earned on SCIF Gr	rant funds.	
Section 3 : Copies of this budget amendment shall be fur the Budget Officer and the Finance Officer for their directions.		erk of the City Council, and to
Adopted this day of June, 2024.		
		Mayor
Attest:		-
City Clerk		



Consideration of Budget Amendment #23

Meeting	Agenda Group		
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6K		
Reference File	Presented By		

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #23

Please see the attached Budget Amendment #23 to receive interest earned on City Cemetery funds. This additional revenue is due to the City changing banking institutions. These funds are being allocated to Miscellaneous expense to balance the budget. These funds can be used at a later date to make needed improvements/repairs to the cemetery.

Attachments

Budget Amendment #23 FY 2023-2024.pdf

City Of Lowell Budget Amendment #23 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 Cemetery Fund, estimated revenues are to be changed as follows:

<u>Decrease</u>	<u>Increase</u> \$1,860.00 \$ 700.00
ry Fund estima	ted revenues, bringing the
ons are to be cl	hanged as follows:
<u>Decrease</u>	<u>Increase</u> \$2,560.00
the Cemetery 0.00.	appropriations for
etery funds.	
ished to the Cl	erk of the City Council, and to
	Mayor
	Decrease the Cemetery .00. etery funds.



Consideration of Budget Amendment #24

Meeting	Agenda Group		
Tuesday, June 11, 2024, 6:00 PM	New Business Item: 6L		
Reference File	Presented By		

To: Scott Attaway, City Manager

From: Lisa Nolen, Finance Director

Date: 6-6-2024

Re: Consideration of Budget Amendment #24

Please see the attached Budget Amendment #24 to receive interest earned on City funds in North Carolina Capital Management Trust. The funds in the North Carolina Management Trust account are from debt set-off payments received from delinquent utility accounts. These funds are being allocated to automotive supplies in the Sanitation department to cover upcoming repairs to the trash truck.

Attachments

Budget Amendment #24 FY 2023-2024.pdf

City Of Lowell Budget Amendment #24 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 General Fund, estimated revenues are to be changed as follows:

General Fund: Revenue:		
10-3290-3000 Interest/Dividend Reinvestment-NCCMT	<u>Decrease</u>	<u>Increase</u> \$18,750.00
This will result in an increase of \$18,750.00 in the Gene revenues budgeted for FY 23-24 from \$5,235,931.48 to		ted revenues, bringing the
Section 2: To amend the General Fund, the appropriation	ons are to be cha	anged as follows:
General Fund: Expenses:		
10-5800-3100 Automotive Supplies	<u>Decrease</u>	<u>Increase</u> \$18,750.00
This amendment will result in an increase of \$18,750.00 Automotive Supplies in FY 23-24 from \$12,000.00 to \$3.00 from \$12,000.00 to \$3.00 from \$12,000.00 to \$3.00 from \$12,000.00 to \$3.00 from \$12,000.00 fr		n appropriations for
This amendment is to receive interest earned on City NC	CCMT funds.	
Section 3 : Copies of this budget amendment shall be fur the Budget Officer and the Finance Officer for their dire		erk of the City Council, and to
Adopted this day of June, 2024.		
Attest:		Mayor
City Clerk		