



**CITY OF LOWELL
COUNCIL MEETING AGENDA
TUESDAY, JUNE 8, 2021, 6:00 P.M.**

- 1. CALL TO ORDER** – Mayor Sandy Railey
- 2. INVOCATION / PLEDGE OF ALLEGIANCE**
- 3. ADOPTION OF AGENDA FOR THIS MEETING**
- 4. PUBLIC COMMENTS**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from Council Meeting Held May 8, 2021 **(p. 1-7)**
- 6. CONSENT AGENDA**
 - A. Resolution #RS3-2021 Resolution in Support of the Charlotte Area Transit System's (CATS) Lynx Silver Line Extending into Gaston County **(p. 8-10)**
 - B. Resolution #RS4-2021 Resolution Regarding the Receipt of American Recovery Plan Funding **(p. 11)**
 - C. Resolution #RS5-2021 Resolution Regarding Mutual Aid Assistance with Other Law Enforcement Agencies **(p. 12-13)**
 - D. Resolution #RS6-2021 Resolution Requesting North Carolina Legislature to Approve Removal of the Cap on Satellite Annexations **(p.14-16)**
 - E. Resolution #RS8-2021 Resolution of Support Lineberger Connector RAISE Grant **(p. 17-18)**
 - F. Consideration to Appoint Heather Seay to the Lowell Community Committee **(p. 19-22)**
 - G. Adoption of CDBG Fair Housing Complaint Procedure **(p. 23-24)**
- 7. SPECIAL PRESENTATIONS**
 - A. Proclamation Recognizing the Historical Significance of Juneteenth and Proclaiming June 19, 2021 as Juneteenth **(p. 25)**
 - B. Presentation from the Carolina Thread Trail
 - C. Appreciation of Mark H. Buchanan for 45 years of dedicated service to the Lowell Volunteer Fire Department from July 1975 – July 2020.
- 8. UNFINISHED BUSINESS**

- A. Public Hearing Regarding Establishment of a Stormwater Utility Fund, Chapter 55 of the Lowell Code of Ordinances (p. 26-35)
- B. Public Hearing for Adoption of the City of Lowell Fiscal Year 2021-2022 Budget Ordinance (p. 36-40)
- C. Consideration of FY 2021-2022 Fire and Rescue Services Contract (p.41-56)

9. NEW BUSINESS

- A. Consideration of Resolution #RS7-2021 to Enter into an Interlocal Agreement with Gaston County for Ad Valorem Tax Collection (p.57-65)
- B. Consideration of Proposed Text Amendment to the City Code of Ordinances Chapter 50 Regarding Solid Waste (p.66-68)
- C. Budget Amendments (p. 69-72)

10. STAFF REPORTS

- A. Finance Officer Report (p.73)
- B. Public Works Report (p.74)
- C. Police Department Report (p.75-76)
- D. Parks and Rec (p.77-78)

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. MAYOR AND CITY COUNCIL GENERAL DISCUSSION

14. CLOSED SESSION

- A. To Discuss the Acquisition of Real Property Pursuant to NCGS 143-318.11(a)(5)

15. ADJOURN

MINUTES

Lowell City Council

Regular Meeting

Tuesday, May 11, 2021, 6:00 P.M.

I. CALL TO ORDER – Mayor Sandy Railey

Mayor Sandy Railey called the meeting to order at 6:00 p.m. Those attending in-person were Councilmember Phil Bonham, Councilmember Ken Ervin, Councilmember Candy Funderburk, Councilmember Thomas Gillespie, Councilmember Shane Robinson, City Manager Scott Attaway, City Attorney John Russell Jr, Finance Officer Jared Pyles, Public Works Director Thomas Shrewsbury, Planning Director Alex Blackburn, Police Chief Scott Bates, Parks and Recreation Director Cristy Cummings, and City Clerk Beverly Harris. The meeting was teleconferenced to the public and the agenda and meeting materials were made available prior on the city's website. Several members of the public and guest presenters were also present in the Council Chambers. A quorum was determined for the meeting.

II. INVOCATION / PLEDGE OF ALLEGIANCE

Councilmember Gillespie gave the invocation and led everyone in the pledge of allegiance.

III. ADOPTION OF AGENDA FOR THIS MEETING

Councilmember Funderburk made a motion to adopt the agenda, followed by a second from Councilmember Ervin. The vote was unanimously in favor. The motion is approved.

IV. PUBLIC COMMENTS

Mr. Chad Hawkins stated he currently lives in Lowell. In 1995 he was a police officer in Lowell. He expressed his concern that only one additional officer has been added to the police department since 1995. Mr. Hawkins urged Council to consider adding additional officers to the City.

V. APPROVAL OF MINUTES

- A. Minutes from Council Meeting Held April 13, 2021
- B. Minutes from Council Special Meeting Held April 20, 2021
- C. Minutes from Council Work Session Held April 20, 2021

Councilmember Ervin made a motion to approve the minutes listed above and as presented, followed by a second from Councilmember Gillespie. Councilmember Robinson sustained from voting due to not being present at all meetings listed. The vote was unanimously in favor. The motion is approved.

VI. CONSENT AGENDA ITEMS

Councilmember Robinson made a motion to separate item A (Minutes from Council Work Session Held May 4, 2021) from the consent agenda, followed by a second from Councilmember Gillespie. The vote was unanimously in favor. The motion is approved.

A. Minutes from Council Work Session Held May 4, 2021

Councilmember Funderburk made a motion to approve the minutes from the Council Work Session held May 4, 2021, followed by a second from Councilmember Ervin. Councilmember Bonham sustained from voting due to not being at the work session on May 4, 2021. The vote was unanimously in favor. The motion is approved.

B. Proclamation in Recognition of the Week of May 9th – May 15th as National Police Week

C. Proclamation in Recognition of the Week of May 16th – May 22nd as National Public Works Week

D. Resolution #RS2-2021: Resolution in Opposition to HB401/SB349 2021 North Carolina Legislative Session

Councilmember Ervin made a motion to approve consent agenda items B-D listed above as presented, followed by a second from Councilmember Funderburk. The vote was unanimously in favor. The motion is approved.

VII. UNFINISHED BUSINESS

A. Public Hearing to Consider Adoption of the Lowell Development Ordinance (LDO) and Official Lowell Zoning Map

Councilmember Funderburk made a motion to go into public hearing to consider adoption of the Lowell Development Ordinance (LDO) and Official Lowell Zoning Map, followed by a second from Councilmember Ervin. The vote was unanimously in favor.

Scott Attaway stated in June 2020 the Council selected N-Focus consulting to re-write the City of Lowell Zoning Ordinance and achieve compliance with the new G.S. 160-D as well as updating a nearly 15-year-old ordinance. Also, the proposed zoning map relinquishes Lowell's ETJ zoning authority to Gaston County Planning and Zoning Department as these properties are not within the municipal jurisdiction of the City of Lowell, but instead located in non-incorporated jurisdictions of Gaston County. It was stated on March 2, 2021, the Lowell Planning Board has reviewed and recommended approval of the Lowell Zoning Ordinance and the Official Lowell Zoning Map. All notification requirements like scheduling a public hearing and full-page advertisement have been successfully met. Mr. Rick Flowe with N-Focus was present to give additional information on the LDO and zoning map.

Rick Flowe stated in addition to the two newspaper advertisements, notifications were mailed to citizens who own property in Lowell but have a non-Lowell mailing address.

Councilmember Robinson inquired about new developments currently being built and how they will be factored into the new map/zoning. He also had a concern that not all citizens who live in Lowell and own property did not receive a notification and they may or may not have seen the advertisement ran in the newspaper.

Public Hearing Comments:

Mark Mitchem: Owns 25 acres, and multiple properties in Lowell. Mr. Mitchem did not like how the notification by the city was handled and was concerned about adjoining property owners not being notified. The Mitchem family confirmed they received two notifications but would have preferred a phone call. Mr. Mitchem urged Council to engage other property owners prior to approving to ensure everyone's requests have been addressed.

Scott Attaway stated after meetings with the Mitchem family the parcel has already been changed to SFR-4 at the property owner's request.

Councilmember Ervin made a motion to go out of public hearing, followed by a second from Councilmember Funderburk. The vote was unanimously in favor. The motion is approved.

Councilmember Ervin made a motion to adopt the Lowell Development Ordinance along with its Official Zoning Map, and the draft Technical Standards & Specifications Manual with the stipulation that we are approving five sets of revisions to the Official Zoning Map as detailed in Exhibit A and as they appear on the updated Official Zoning Map, dated May 11, 2021 as follows:

1. One parcel (ID #128246) was changed from SFR-3 to C-85.
2. Two pairs of parcels were changed in response to the property owner's request that all four are changed to MS. Two parcels (ID #28537 and #128538) were changed from SFR-4 to MS while the other two parcels (ID #128318 and #225350) were changed from CIV and MU-2 to MS.
3. A portion of one parcel (ID #217870) was changed from SFR-3 to MU-2. While making that change, the Planning Director directed four contiguous parcels adjacent to the zoning change of this item #3, to be revised from SFR-3 to MU-1. Those four additional parcels ID #'s are as follows: Parcel ID #127939, Parcel ID #127940, Parcel ID #127942 and, Parcel ID #227364.
4. One parcel (ID #216857) was changed from IND and SFR-3 to SFR-4.
5. River Heights, including River Falls Phase 3 zoning changed to RS-12/CD.

Councilmember Bonham seconded this motion. There was further discussion.

Councilmember Robinson made a substitute motion to table this item (Unfinished Business, Item A) until June, followed by a second from Councilmember Gillespie. The vote was two in favor (Gillespie/Robinson) and three opposed (Bonham/Ervin/Funderburk). The motion is not approved with the majority opposing.

A vote was taken on the original motion still on the floor by Councilmember Ervin and a second from Councilmember Bonham which approved the Lowell Development Ordinance along with its Official Zoning Map, and the draft Technical Standards & Specifications Manual with the stipulation that we are approving five sets of revisions to the Official Zoning Map as detailed in Exhibit A and as they appear on the updated Official Zoning Map, dated May 11, 2021 as follows:

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4. One parcel (ID #216857) was changed from IND and SFR-3 to SFR-4.
5. River Heights, including River Falls Phase 3 zoning changed to RS-12/CD.

The vote was four in favor (Bonham/Ervin/Funderburk/Gillespie) and one opposed (Robinson). The motion is approved with the majority being in favor.

Councilmember Ervin made a motion to approve the Statement of Consistency and Reasonableness as presented, followed by a second from Councilmember Bonham. The vote was four in favor (Bonham/Ervin/Funderburk/Gillespie) and one opposed (Robinson). The motion is approved with the majority being in favor.

Councilmember Ervin made a motion to approve the Rules of Procedures for the Planning Board, followed by a second from Councilmember Funderburk. The vote was four in favor (Bonham/Ervin/Funderburk/Gillespie), and one opposed (Robinson). The motion is approved with the majority being in favor.

Councilmember Ervin made a motion to approve the Rules of Procedures for the Board of Adjustment, followed by a second from Councilmember Bonham. The vote was four in favor (Bonham/Ervin/Funderburk/Gillespie), and one opposed (Robinson). The motion is approved with the majority being in favor.

B. Presentation of City of Lowell Stormwater Utility Study

Scott Attaway stated a Stormwater Utility is proposed in this proposed fiscal 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 designed Urbanized Area. The City of Lowell is one of those areas. The Stormwater Department has formerly housed in the General Fund where it was minimally funded. It was not until the FY 20/21 Budget that stormwater expenses were shown in the budget as a separate department. 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 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 City hired Withers Ravenel to conduct a fee study and financial analysis of the required revenues for Lowell's stormwater program. The proposed 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.

The study was presented to Council for review and consideration within the proposed FY2021-2022 budget.

Councilmember Ervin made a motion to adopt the Lowell Stormwater Utility Study with a fee of \$6.75/month for all residential customers and \$6.75/month per 2,827 square feet of impervious surface for all non-residential customers, followed by a second from Councilmember Bonham. The vote was unanimously in favor. The motion is approved.

VIII. NEW BUSINESS

A. Presentation by the MAPS Group of the 2021 City of Lowell Classification and Pay Study and Consideration of Resolution #RS1-2021 Resolution to Adopt the City of Lowell Personnel Policy, Classification and Pay Plan

Scott Attaway stated the current City of Lowell Classification and Pay Study was completed in January 2016. It was recommended that these types of studies be completed every 4-5 years to stay relevant and competitive with employees for retention purposes. Mr. Attaway stated the study performed by the MAPS Group consisted of preparation of a classification and pay plan and updates to the personnel policy. If adopted the changes to salaries and personnel policy would take effect July 1, 2021.

Cheryl Brown with the MAPS Group gave a presentation of the 2021 City of Lowell Classification and Pay Study and Consideration of Resolution #RS1-2021 to adopt the City of Lowell Personnel Policy, Classification and Pay Plan. The MAPS Group made a recommendation for option II on the implementation of the pay plan. Under option II 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.

Councilmember Ervin made a motion to adopt Resolution #RS1-2021 to adopt the City of Lowell Personnel Policy, Classification and Pay Plan, followed by a second from Councilmember Bonham. The vote was unanimously in favor. The motion is approved.

B. Presentation of the Fiscal Year 2021-2022 Budget

Scott Attaway presented the proposed FY 2021-2022 budget, City manager's budget message and proposed fee schedule to Council. The highlights of the proposed budget were as follows:

- Assumption of establishment of a Stormwater Utility Fund with a \$6.75 fee per residence and \$6.75 per ERU of 2,827 square feet of impervious surface for non-residential properties.
- Addition of 2 new police officers and purchase of three (3) police cruisers.
- Proposal to increase property tax from .43 cents per \$100 of valuation, to \$.49 cents per \$100 of valuation.
- Following the 10-year Water and Sewer CIP and an increase of 3% of the water rates and 1% of the sewer rates.

Councilmember Robinson made a motion to take a five-minute break, followed by a second from Councilmember Bonham. The vote was unanimously in favor. The motion is approved.

Council resumed the meeting.

C. Set Public Hearing for Adoption of the City of Lowell Fiscal Year 2021-2022 Budget Ordinance

Councilmember Funderburk made a motion to set public hearing for adoption of the City of Lowell Fiscal year 2021-2022 Budget Ordinance for June 8, 2021, followed by a second from Councilmember Gillespie. The vote was unanimously in favor. The motion is approved.

D. Set Public Hearing Regarding Establishment of a Stormwater Utility Fund

Councilmember Ervin made a motion to set public hearing regarding establishment of a stormwater utility fund for June 8, 2021, followed by a second from Councilmember Funderburk. The vote was unanimously in favor. The motion is approved.

IX. STAFF REPORTS

A. Finance Officer Report

A current FY2021 budget dashboard was presented to Council.

B. Public Works/Parks & Recreation Reports

Reports for both departments were presented to Council.

C. Police Department Report

A police report for April 2021 was presented to Council.

X. CITY ATTORNEY REPORT

No report given.

XI. CITY MANAGER REPORT

Scott Attaway gave updates on the following items:

- Update on ARP Funding and Guidance
- Lowell Stormwater Workshop on 5/20/21 from 4-7:00 pm

XII. MAYOR AND CITY COUNCIL GENERAL DISCUSSION

Councilmember Funderburk stated she is going to have surgery soon.
Mayor Railey thanked everyone for coming.

XIII. ADJOURN

Councilmember Bonham made a motion to adjourn the meeting, followed by a second from Councilmember Gillespie. The vote was unanimously in favor. The motion is approved. The meeting ended at 9:20pm.

ATTEST:

Mayor, Sandy Railey

City Clerk, Beverly Harris



RESOLUTION #RS3-2021

RESOLUTION IN SUPPORT OF THE CHARLOTTE AREA TRANSIT SYSTEM'S (CATS) LYNX SILVER LINE EXTENDING INTO GASTON COUNTY

WHEREAS, more transportation options are needed to provide greater mobility to the existing residents as well as the growing population in Gaston County; and

WHEREAS, the US Census Bureau, Center for Economic Studies, LODES, (2018) indicates that 36,364 Gaston County residents are traveling into Mecklenburg County each weekday for work; and

WHEREAS, the Charlotte MSA region is home to over 2.6 million people and is expected to grow to over 3.0 million by 2030 and the key to supporting this economic growth is a rapid transit system integrated with land-use planning creating a sustainable, economic-environment which improves the quality of life and attracts businesses and people to the region; and

WHEREAS, Gaston County stakeholders have expressed interest in exploring rapid transit options into Gaston County from Mecklenburg County; and

WHEREAS, the 2019 adoption of the LYNX Silver Line Locally Preferred Alternative defined the Silver Line as a 26-mile continuous light rail corridor from the Town of Matthews to Center City Charlotte and continuing west to the Charlotte Douglas International Airport and beyond to a western terminus in the City of Belmont and Gaston County; and

WHEREAS, in early 2020, the cities of Belmont and Gastonia committed both cash and in-kind services to the LYNX Silver Line Transit Oriented Development (TOD) Plan; and

WHEREAS, in January 2020, the Charlotte Area Transit System initiated the Silver Line Design and Environmental Study; and

WHEREAS, beginning in March of 2020 the LYNX Silver Line project team worked with staff from the City of Charlotte, Town of Matthews, City of Belmont, Town of Stallings, Town of Indian Trail, the North Carolina Department of Transportation, major stakeholders along the alignment, and the residents in the study area to refine the alignment and station locations in an open, fair, comprehensive, and impartial manner; and

WHEREAS, on April 5, 2021 the City of Belmont adopted a Resolution Supporting the LYNX Silver Line Refined Locally Preferred Alternative; and

WHEREAS, on April 28, 2021 the Metropolitan Transit Commission adopted the LYNX Silver Line Staff Recommendations; and

WHEREAS, the City understands that Gaston County will be responsible for providing local funding to design, construct, and maintain the portion of the LYNX Silver Line in Gaston County; and

WHEREAS, Gaston County must have authority approved by the North Carolina General Assembly to seek additional funding from a county-wide source; and

WHEREAS, in order to adequately fund the extension of the LYNX Silver Line in to Gaston County the North Carolina General Assembly must increase the current cap of 10% for light rail projects in North Carolina; and

WHEREAS, Gaston County must work directly with the City of Charlotte, CATS, and the Metropolitan Transit Commission (MTC) to secure sufficient federal funds to complete the extension of the LYNX Silver Line into Gaston County; and

NOW THEREFORE, BE IT RESOLVED that the City of Lowell supports the LYNX Silver Line in Gaston County and encourages Gaston County to seek federal, state, and local funding options for the Silver Line project.

.....
Resolution adopted this, the 8th of June, 2021, upon a motion of

Councilmember _____ and seconded by Councilmember _____
by a vote of ____ affirmative votes to ____ negative votes.

Sandy Railey, Mayor

ATTEST:

Beverly Harris, City Clerk
Certificate

The undersigned duly qualified City Clerk of the City of Lowell certifies that the foregoing is a true and correct copy of a resolution adopted as a legally convened meeting of the City of Lowell held on the 8th of June, 2021.

Beverly Harris
City Clerk

Date _____



RESOLUTION #RS4-2021

**RESOLUTION OF THE CITY COUNCIL OF LOWELL, NORTH CAROLINA
APPROVING THE RECEIPT AND DISTRIBUTION OF THE 2021 AMERICAN
RESCUE PLAN RELIEF FUNDING**

WHEREAS, the United States government passed a \$1.88 trillion American Rescue Plan (ARP) in March of 2021 providing financial relief for previous and future expenditures related to the COVID-19 pandemic; and

WHEREAS, \$350 billion was appropriated for state and local governments in fiscal recovery funds, including \$5.3 billion to the state of North Carolina, \$2.034 billion to North Carolina counties and \$1.3 billion to NC municipalities; and

WHEREAS, the City of Lowell will be receiving \$545,000 in May of 2021 and \$545,000 one year later, totaling \$1,090,000 of the American Rescue Plan; and

WHEREAS, these funds can only be spent for these eligible uses: (1) to respond to public health emergency or its negative economic impacts; (2) provide premium pay to eligible employees for essential work up to \$13/hr.; (3) to address revenue reductions; and (4) infrastructure investments in water, sewer or broadband.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOWELL hereby accepts the 2021 American Rescue Plan relief funding in the amount of \$1,090,000 and affirms that these funds will be expended on eligible uses.

WITNESS, my hand and official seal of the City of Lowell on this the 8th day of June, 2021.

Mayor, Sandy Railey

ATTEST:

City Clerk, Beverly Harris



RESOLUTION #RS5-2021

RESOLUTION ADOPTING A POLICY FOR MUTUAL AID ASSISTANCE WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes Sections 160A-288 and 90-95.2, the governing body of a city or county may adopt appropriate guidelines, for the purpose of mutual aid assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interest of the Lowell Police Department to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can both be rendered to and obtained from other government jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the City of Lowell.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOWELL THAT:

1. The Lowell Police Chief is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Lowell Police Chief is hereby authorized to permit officers of the Lowell Police Department to work temporarily with the officers of the requesting agency, including in an undercover capacity; and the Lowell Police Chief may lend such equipment and supplies to the requesting agencies as he deems advisable.
3. The Lowell Police Chief is hereby authorized to request officers of other law enforcement agencies to work temporarily with officers of the Lowell Police Department including in an undercover capacity; and the Lowell Police Chief may borrow such equipment and supplies from other law enforcement agencies as he deems advisable.
4. All such requests and authorizations shall be in accordance with North Carolina General Statutes Sections 160A-288 and 90-952, as applicable.
5. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities including those relating to the defense of civil

actions and payment of judgments as the officers of the requesting agency in addition to those he or she normally possesses.

6. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of his or her superior officers in the requesting agency, but shall, for personnel and administrative purposes, remain under the control of his or her own agency, including for purposes of pay. An officer shall furthermore be entitled to Worker's Compensation and the same benefits to the extent as though he or she were functioning within the normal scope of his or her duties.
7. The Lowell Police Chief is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms, and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted this 8th day of June, 2021.

Mayor, Sandy Railey

ATTEST:

City Clerk, Beverly Harris

AGENDA ITEM INFORMATION

AGENDA ITEM #: 6-D

DESCRIPTION: RESOLUTION REQUESTING THE NORTH CAROLINA STATE LEGISLATURE TO APPROVE A LOCAL BILL TO REMOVE THE CAP ON SATELLITE ANNEXATIONS FOR THE CITY OF LOWELL RS6-2021

Per NCGS 160A-58.1 (b), Lowell is limited in growing its tax base due the cap of 10% regarding satellite annexation area. Particularly, any future satellite annexation area must be totaled with all prior satellite annexation area within the satellite corporate limits and cannot exceed ten percent (10%) of the area within the primary corporate limits of Lowell. Staff recommends attaching the City of Lowell to House Bill 24 in order to remove the cap and add Lowell to the large list of cities across North Carolina that this does not apply to.



RESOLUTION #RS6-2021

**RESOLUTION REQUESTING THE NORTH CAROLINA STATE
LEGISLATURE TO APPROVE A LOCAL BILL TO REMOVE THE CAP
ON SATELLITE ANNEXATIONS FOR THE CITY OF LOWELL**

WHEREAS North Carolina General Statute 160A-58.1 reads (b) A noncontiguous area proposed for annexation must meet all of the following standards: (5) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city; and

WHEREAS The City of Lowell is limited to growing its tax base through annexation due to other North Carolina General Statutes in that annexation can only occur after meeting certain conditions and allows annexation to be terminated if sixty percent (60%) of the residences in that area sign a petition not to be annexed, or by satellite annexation pursuant to North Carolina General Statute 160A-58.1; and

WHEREAS the City of Lowell would like to continue to have the option available to consider request(s) for satellite annexation and that the City of Lowell is not bound by this resolution or the approval of the cap removal to approve any such request for satellite annexation.

NOW THEREFORE BE IT RESOLVED that the City of Lowell officially requests Rep. John Torbett, Senator Kathy Harrington, and Senator Ted Alexander to sponsor a local bill to remove the cap on satellite annexation and join the other municipalities in North Carolina that are not included in the cap pursuant to NC General Statute 160A-58.1

Approved this 8th day of June 2021 by the City Council of the City of Lowell during a duly advertised regularly scheduled City Council meeting.

Sandy Railey, Mayor

Scott Attaway, City Manager

Beverly Harris, City Clerk

ATTEST

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

H.B. 24
Jan 27, 2021
HOUSE PRINCIPAL CLERK

H

D

HOUSE BILL DRH30023-LMx-7*

Short Title: Stanley/Remove Satellite Annexation Cap. (Local)

Sponsors: Representative Torbett.

Referred to:

1 A BILL TO BE ENTITLED
2 AN ACT REMOVING THE CAP ON SATELLITE ANNEXATIONS FOR THE TOWN OF
3 STANLEY.

4 The General Assembly of North Carolina enacts:

5 SECTION 1. G.S. 160A-58.1 reads as rewritten:

6 "§ 160A-58.1. Petition for annexation; standards.

7 ...
8 (b) A noncontiguous area proposed for annexation must meet all of the following
9 standards:

10 ...
11 (5) The area within the proposed satellite corporate limits, when added to the area
12 within all other satellite corporate limits, may not exceed ten percent (10%)
13 of the area within the primary corporate limits of the annexing city.

14 This subdivision does not apply to the Cities of Asheboro, Belmont,
15 Claremont, Concord, Conover, Durham, Elizabeth City, Gastonia, Greenville,
16 Hickory, Kannapolis, Locust, Marion, Mount Airy, Mount Holly, New Bern,
17 Newton, Oxford, Randleman, Roanoke Rapids, Rockingham, Saluda,
18 Sanford, Salisbury, Southport, Statesville, and Washington and the Towns of
19 Ahoskie, Angier, Apex, Ayden, Benson, Bladenboro, Bridgeton, Bunn,
20 Burgaw, Calabash, Carthage, Catawba, China Grove, Clayton, Columbia,
21 Columbus, Cramerton, Creswell, Dallas, Dobson, Four Oaks, Franklin,
22 Franklinton, Fuquay-Varina, Garner, Godwin, Granite Quarry, Green Level,
23 Grimesland, Harrisburg, Holly Ridge, Holly Springs, Hookerton, Hope Mills,
24 Huntersville, Jamestown, Kenansville, Kenly, Knightdale, Landis, Leland,
25 Lillington, Louisburg, Maggie Valley, Maiden, Mayodan, Maysville,
26 Middlesex, Midland, Mocksville, Morrisville, Mount Pleasant, Nashville,
27 Oak Island, Ocean Isle Beach, Pembroke, Pine Level, Pollocksville,
28 Princeton, Ranlo, Richlands, Rolesville, Rutherfordton, Shallotte, Siler City,
29 Smithfield, Spencer, Spring Lake, Stanley, Stem, Stovall, Surf City,
30 Swansboro, Taylorsville, Troutman, Troy, Wallace, Warsaw, Watha,
31 Waynesville, Weldon, Wendell, West Jefferson, Wilson's Mills, Windsor,
32 Yadkinville, Youngsville, and Zebulon.

33"

34 SECTION 2. This act is effective when it becomes law.





RESOLUTION #RS8-2021

RESOLUTION TO SUPPORT APPLICATION TO U.S. DEPARTMENT OF TRANSPORTATION'S 2021 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM

WHEREAS, the U.S. Department of Transportation's ("USDOT") Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") provides funding for capital investments in surface transportation infrastructure;

WHEREAS, the Lineberger Connector Project was identified as a regional project in the *Franklin Boulevard Corridor Access and Alternative Development Mobility Strategy*, completed in August 2016 by the City of Gastonia and the City of Lowell;

WHEREAS, the cities of Gastonia and Lowell, in partnership with Gaston County, seek to apply for grant funding to construct the Lineberger Connector Project, which will extend Aberdeen Boulevard east to connect to the existing Lineberger Road with improvements north to NC 7, and provide direct access to approximately 400 acres of property that is ripe for local and regional development;

WHEREAS, the cities of Gastonia and Lowell are actively working with NorthPoint Development for the development of Gateway85;

WHEREAS, the proposed development will include over 3,560,000 s.f. of warehouse and wholesale sales, distribution, and storage operations;

WHEREAS, upon full buildout, NorthPoint Development is estimating over 2,500 new jobs;

WHEREAS, the majority of the property currently has only one access point via Lineberger Road, which is a substandard two-lane facility with a skewed, at-grade crossing of the Norfolk Southern rail corridor;

WHEREAS, in order for freight trucks to avoid this access, it is imperative that Aberdeen Boulevard be extended through the site to allow for a connection to Cox Road to the west, with safe and direct access to I-85;

WHEREAS, this proposed project presents a unique opportunity to provide accessibility to an area that will produce significant economic development and job creation along Interstate 85;

WHEREAS, the Lineberger Connector Project is located is within an Area of Persistent Poverty, and will bring a much-needed infusion of investment dollars for economic development into the area, helping to advance equity for all; and

WHEREAS, the project will exemplify a strong public-private partnership involving multiple partners in both the public and private sectors, including collaboration among neighboring jurisdictions to achieve both local and regional benefits;

NOW, THEREFORE BE IT RESOLVED, that the Lowell City Council hereby declares support for the funding and construction of the Lineberger Connector Project.

Resolution adopted this the, 8th day of June, 2021 upon a motion of _____
and seconded by _____ by a vote of ____ affirmative votes to ____
negative votes.

Sandy Railey, Mayor

ATTEST

Beverly Harris, City Clerk

MEMO

DATE: May 26, 2021
MEMO TO: Scott Attaway
FROM: Beverly Harris
SUBJECT: Consideration for Lowell Community Committee (Heather Seay)

We received an Interest application for the Lowell Community Committee from Heather Seay (attached).

I have completed the background check and it was clear.

Please submit to Council at the June 8 meeting for consideration of Heather Seay as a new member of the Lowell Community Committee.

Thanks!





**APPLICATION FOR APPOINTMENT/RE-APPOINTMENT
TO A BOARD/COMMITTEE FOR THE
CITY OF LOWELL, NORTH CAROLINA**

The City of Lowell appreciates your interest in serving on a Board/Committee and requests that you complete the following application. This application requests general information based on your interest in applying for a Board/Committee for the City of Lowell.

Applicant Name: Heather Sany Date of Application: 5/26/21

Home Address: 1110 Catawba Run Rd
Street Address, City, Zip Code

Mailing Address (If different than above): _____

Home Phone: _____ Business Phone: _____

Cell Phone (For City Hall Use Only): 704-214-1593

Email Address: hsany551@gmail.com

In order to consider this application and provide balance and diversity to the various Boards, the City of Lowell requests that the following information be voluntarily provided:

Age: 35 Male: ☐ Female: ☒

Occupation: Controller @ Choice USA

Do you reside within the City Limits of Lowell: Yes ☒ No ☐

Do you reside within the Lowell Extraterritorial Jurisdiction: Yes ☐ No ☐

Length of residence in Lowell: 6 Years 1 Months

Please indicate your preference by the number (first choice being "1") and choose.

City of Lowell Boards

Planning and Zoning Board _____ Community Improvement Advisory Committee 1



QUESTIONNAIRE (PLEASE ATTACH ADDITIONAL SHEETS IF NEEDED)

1. Why do you want to serve or continue to serve on this board/committee?

I both live and work here in Lowell. I love the city and want to be more involved and contribute more to my community and help make it a better place.

2. Why do you think you would be an asset to this board/committee?

I collaborate very well with others and think outside of the box. I feel I will bring a lot of enthusiasm and ideas to the committee. Being in accounting, I'm very good with budgeting/planning.

3. What do you feel are your qualifications for serving on the board/committee requested?

Throughout my 10+ year career in accounting, I've worked on many projects involving planning and budgeting, as well as capex projects. I have a master's degree in accounting from UNC-C.

Prior Public Service:

Board/Committee/Civic

From:

To:

NA

Additional Comments:



Ethics Guidelines for City Committee / Boards

If appointed or re-appointed, I pledge to comply with the following ethics guidelines for boards as adopted by the City of Lowell.

Members of boards shall not discuss, advocate, or vote on any matters in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board.

If the board believes he/she has a conflict of interest, then the member should ask the board to be excused from voting. The board should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the board establishes a conflict of interest, then the board member shall remove themselves from the voting area.

Heather Seay

Applicant's Signature (Required)

By signing this document you have agreed to the above Ethics Guidelines

05/26/21

Date

A criminal background check will be conducted on new committee members and reappointed committee members.

Please return form to:
Lowell City Clerk, 101 W. First St., Lowell, NC 28098
Or e-mail to pharris@lowellnc.com
Phone (704) 824-3518

Fair Housing Complaint Procedure

City of Lowell

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the North Carolina Fair Housing Act. In an effort to promote fair housing and that the rights of housing discrimination victims are protected, the **City of Lowell** has adopted the following procedures for receiving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in the **City** may do so by informing the **City administrator** of the facts and circumstance of the alleged discriminatory acts or practice.
2. Upon receiving a housing discrimination complaint, the **City administrator** shall acknowledge the complaint within 15 days in writing and inform the Division of Water Infrastructure and the North Carolina Human Relations Commission about the complaint.
3. The **City administrator** shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the **City**.
4. The **City administrator** shall publicize in the local newspaper, who is the local agency to contact with housing discrimination complaints.

It is the policy of the **City of Lowell** to implement the CDBG program to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, familial status, or marital status.

If you have any questions about the complaint procedure or would like to register a complaint of fair housing discrimination please contact the **City of Lowell, City Manager's Office, 101 West First Street, Lowell NC 28098, 704-824-3518** and providing the facts and circumstances of alleged discriminatory act or practice.

This information is available in Spanish or any other language upon request. Please contact Lowell City Manager at 704-824-3518 or at 101 West First Street, Lowell NC 28098 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Lowell City Manager al 704-824-3518 o en 101 West First Street, Lowell NC 28098 de alojamiento para esta solicitud.



Adopted this _____ day of _____, 20__.

(Chief Elected Official)

ATTEST: _____ (Clerk)

Discrimination Complaints

- Visit the [NC Human Relations Commission](#) to file a discrimination complaint
- Visit [HUD's website](#) to file a discrimination complaint
- Visit the [US Department of Justice Civil Rights Division](#) to file a discrimination complaint
- The [NC Fair Housing Project of Legal Aid of North Carolina](#) is funded by a HUD [Fair Housing Initiatives Program \(FHIP\) grant](#). The [Fair Housing Project of NC](#) is available to provide information concerning a person's rights under the Federal Fair Housing Act. When necessary, staff can also assist victims of housing discrimination in filing a complaint with HUD or other appropriate administrative or judicial bodies. For more information, or if you believe you have been a victim of housing discrimination, call the FHP's toll-free number: **1-855-797-FAIR (1-855-797-3247)**.





PROCLAMATION

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 taking place in Gaston County during the weekend of Friday, June 18 and Saturday, June 19 beginning with “Juneteenth Sunday” on Sunday, June 13, 2021; the African American Museum of History and Culture at Loray Mill observing June 14-19, 2021; and the third annual Juneteenth celebration taking place at the Rotary Pavilion on Saturday, June 19, 2021.

NOW THEREFORE, I, Sandy Railey, Mayor, and the City Council of the City of Lowell, do hereby declare **June 19, 2021** 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 8th day of June in the year of our Lord two thousand and twenty-one.

Sandy Railey, Mayor

ATTEST:

Beverly Harris, City Clerk

#PR3-2021

AGENDA ITEM INFORMATION

AGENDA ITEM #: 8-A

DESCRIPTION: PUBLIC HEARING; CONSIDERATION OF AN ORDINANCE
ESTABLISHING A STORMWATER UTILITY FUND

The public hearing for the stormwater utility fund ordinance has been advertised.

Once the public hearing has been completed the Council may vote on the stormwater utility fund ordinance. Attached is the proposed ordinance regarding establishment of a stormwater utility.

CHAPTER 55: STORMWATER MANAGEMENT UTILITY

Section

- 55.01 Findings
- 55.02 Purpose
- 55.03 Definitions
- 55.04 Establishment of a Stormwater Management Utility and Stormwater Management Enterprise Fund
- 55.05 Jurisdiction
- 55.06 Impervious Surface Area and Equivalent Rate Unit
- 55.07 Schedule of Fees and Charges
- 55.08 Billing Methods, Responsible Parties
- 55.09 Payment Provisions; Utility Termination
- 55.10 Use of Stormwater Utility Funds for Construction, Improvement, and Maintenance
- 55.11 Credits and Exemptions
- 55.12 Stormwater Commission

Cross Reference:

Utility Billing Policy, see Ch. 36

AN ORDINANCE ESTABLISHING A STORMWATER MANAGEMENT UTILITY FOR THE CITY OF LOWELL

BE IT ORDAINED by the City Council of the City of Lowell that Chapter 55 of Title V of the City of Lowell Code of Ordinances is established to read as follows:

CHAPTER 55: STORMWATER MANAGEMENT UTILITY

§55.01 FINDINGS

(A) North Carolina General Statute Chapter 160A, Article 16 authorizes the City to acquire, construct, enlarge, improve, maintain, own, operate, and contract for the operation of stormwater management programs designed to protect water quality by controlling the level of pollutants in and the quantity and flow of stormwater and structural and natural stormwater and drainage systems of all types.

(B) The establishment of a Stormwater Management Utility shall be accounted for as a separate enterprise fund of the City and will facilitate the provision of a stormwater management program.

(C) North Carolina General Statute Section 160A-314 authorizes the City of Lowell to establish and revise from time to time a schedule of rates and charges to fund the stormwater management program activities, including both structural and natural stormwater conveyance and drainage system services provided by the Stormwater Management Utility.

§55.02 PURPOSE

This ordinance establishes a Stormwater Management Utility as an identified fiscal and accounting fund for the purpose of comprehensively addressing the stormwater management needs of the City through programs designed to protect and manage water quality and quantity by controlling the level of pollutants in stormwater runoff and the quantity and rate of stormwater received and conveyed by structural and natural stormwater and drainage systems of all types. It sets forth a schedule of charges and defines the control, collection, and disbursement of funds including penalties, appeals, exemptions, and credits.

§55.03 DEFINITIONS

For the purpose of this Chapter, the following words, terms, and phrases shall have the meanings given to them in this section, except when the context clearly indicates a different meaning:

CREDITS. Ongoing reductions in the stormwater management service charge applicable to a given lot or tract in recognition of on-site or off-site systems, facilities, measures, and/or actions undertaken to reduce or mitigate the stormwater quantity and/or quality impact(s) of the lot or tract that would otherwise impact the public stormwater management system. Credits shall be conditioned on the continuing performance of the mitigation systems, facilities, measures, or actions in reference to standards adopted by the Stormwater Management Utility, and may be revised or rescinded for cause. In no case shall credits exceed the amount of the stormwater management charge. The means and measures for identifying, issuing, and obtaining credits will be provided in a Credit Manual approved by the City Council.

DEVELOPED LAND. A lot or tract altered from its natural state to include impervious surface area equal to or greater than 200 square feet.

DRAINAGE SYSTEM. Natural and structural channels, swales, ditches, swamps, rivers, streams, wetlands, branches, reservoirs, ponds, drainage ways, inlets, catch basins, gutters, pipes, culverts, bridges, head walls, storm sewers, lakes, and other physical works, properties, or improvements that transfer, control, convey or otherwise influence the movement of stormwater runoff.

EQUIVALENT RATE UNIT (ERU). Two thousand and eight hundred and twenty-seven (2,827) square feet of impervious surface or fraction thereof.

IMPERVIOUS SURFACE AREA. Developed areas of land that prevent or significantly impede the infiltration of stormwater into the soil. Typical impervious surface areas include, but are not limited to: roofs, sidewalks, walkways, patios, swimming pools, private driveways, parking lots, access extensions, alleys and other paved, engineered, compacted, or gravel surfaces containing materials that prevent or significantly impede the natural infiltration of stormwater into the soil.

LOT. A legally subdivided lot (not a tract) shown on a legally recorded plat or deed, or a combination of such legally subdivided and recorded adjacent lots.

NATURAL STATE. Existing undeveloped land where the soil and vegetation characteristics have not been substantially modified or disturbed by human activities and the hydrologic function is in an unaltered or natural condition.

SERVICE AREA. All land within the corporate limits of the City of Lowell, including all land areas legally annexed thereto.

SERVICE CHARGE. A stormwater management service charge, applicable to a lot or tract, that generally reflects the impact on or demand for stormwater management services provided by the City to properly control and manage stormwater runoff quantity and/or quality associated with the lot or tract. The service charge may vary from one lot or tract to another, based on the impervious surface area.

STORMWATER. The runoff from precipitation that travels over natural state or developed land surfaces and enters a drainage system.

STORMWATER MANAGEMENT PROGRAM. An identified set of measures and activities designed to protect, restore, and/or manage stormwater quality by controlling and/or reducing pollutants and to reduce and/or manage quantity by controlling velocity, volume, and rate.

STORMWATER MANAGEMENT UTILITY. An organizational structure that is responsible for funding, administering, and operating the City's stormwater management program and that is supported through a rate structure based on the impervious surface area found on lots or tracts located within the service area.

TRACT. A parcel of land not previously recorded as a legally subdivided lot.

UNDEVELOPED LAND. All land that is not altered from its natural state to an extent that results in 200 or more square feet of impervious surface area.

§55.04 ESTABLISHMENT OF A STORMWATER MANAGEMENT UTILITY AND STORMWATER MANAGEMENT ENTERPRISE FUND

(A) There is hereby established a City of Lowell Stormwater Management Utility that shall be responsible for implementing, operating, and administering the City's stormwater management program as defined herein.

(B) There is hereby established a City of Lowell Stormwater Management Enterprise Fund for the purpose of dedicating and protecting funding applicable to the responsibilities of the Stormwater Management utility including but not limited to rates, fees, charges, fines, and penalties as may be established after due notice and a public hearing by the City Council. Funding may also include other funds transferred or allocated to the Stormwater Management Utility by the City Council. All revenues and receipts of the Stormwater Management Utility shall be placed in the Stormwater Management Enterprise Fund, and all expenses of the utility shall be paid from the Stormwater Management Enterprise Fund, except that other revenues, receipts, and resources not accounted for in the Stormwater Management Enterprise Fund may be applied to stormwater management activities as deemed appropriate by the City Council.

§55.05 JURISDICTION

The jurisdiction (service area) of the Stormwater Management Utility shall extend to the corporate limits of the City, including all areas legally annexed thereto.

§55.06 IMPERVIOUS SURFACE AREA AND EQUIVALENT RATE UNIT

(A) *Impervious surface area* on a given lot or tract directly relates to the volume, rate, and pollutant loading of stormwater runoff discharged from that lot or tract to the City's structural and natural drainage systems and facilities. Therefore, impervious surface area shall be the primary parameter for establishing a rate structure to distribute the cost of services associated with the operation, repair, improvement, and maintenance of public drainage systems and facilities through a schedule of rates, fees, charges, and penalties related to the operation of a Stormwater Management Utility and Stormwater Management Enterprise Fund as established in §55.04.

(B) Based on a third-party analysis of the City's impervious surface area on residential properties throughout the City, an impervious surface area of 2,827 square feet shall be designated as one (1) *Equivalent Rate Unit (ERU)*.

§55.07 SCHEDULE OF FEES AND CHARGES

(A) The schedule of fees and charges set out in this section is hereby adopted and shall apply to all lots and tracts within the corporate limits of the City, except as may be altered by credits and exemptions provided in this Chapter.

(1) All non-residential lots and tracts of land within the corporate limits of the City shall be billed for one (1) Equivalent Rate Unit for each 2,827 square feet or fraction thereof of impervious surface area on the subject lot or tract.

All single-family residential lots or tracts as determined by Gaston County tax records shall be billed for one (1) ERU.

(2) Stormwater service charges shall be fixed and established from time to time by the City Council and maintained on file in the offices of the City Clerk. Stormwater service charges will be determined and modified from time to time by the City Council so that the total revenues generated by said charges will be used to pay the principal and interest on the debt incurred for stormwater purposes and such expenses as are reasonably necessary for providing stormwater services within the service area.

(3) The initial service charge per Equivalent Rate Unit shall be \$6.75 per month.

(B) There will be no service charge for zoning lots or tracts with fewer than 200 square feet of impervious surface area.

§ 55.08 BILLING METHODS, RESPONSIBLE PARTIES

(A) Bills for stormwater service charges shall be sent at regular, periodic intervals. Stormwater service charges may be billed on a combined utility bill. Stormwater service charges that are shown on a combined utility bill may be for a different service period than that used for water or sewer service.

(B) Stormwater service bills for a property that receives water and/or sewer service may be sent to the customer receiving such service. However, where multiple water and sewer accounts exist for a single parcel, the stormwater service bill may be sent to the property owner.

(C) The property owner is ultimately responsible for payment of the stormwater service charge for property for which the party billed has not paid the service charge.

§55.09 PAYMENT PROVISIONS; UTILITY TERMINATION

(A) Where stormwater service charges appear on a combined utility bill and a customer does not pay the service charge for all utilities on the bill, the partial payment will be applied to the respective service charges in the following order: stormwater charges; water charges; and sewer charges.

(B) Stormwater service charges are due to the City within the time period stated on the bill. Bills not paid within this time shall be charged a late fee as set forth in the City Council adopted ordinance for unpaid water and sewer bills (§51.21).

(C) No property owner with outstanding stormwater service charges is entitled to receive other City utility services until the outstanding stormwater service charge on that property is paid. No customer with a delinquent stormwater service account is entitled to open another City utility account at the same or a different location until the delinquency has been satisfied.

(D) If a property is incorrectly billed, or not billed, or a bill is sent to the wrong party, the City may back bill a property for up to a twelve-month period for unpaid charges.

(E) If any citizen wishes to dispute a stormwater service charge billing or any other rates, fees, charges, or penalties adopted pursuant to this Chapter, that citizen must submit a written appeal within 60 days of receipt of the billing, stating the reasons for the appeal and providing information pertinent to the calculation of the billed charge. A timely appeal will stay the penalty deadlines. An appeal of a disputed bill shall be filed with the City's stormwater manager for review and disposition. If the citizen is not satisfied with the disposition of the appeal, the citizen may further appeal the disputed charge to the City Manager or his designee who shall make the final ruling on the validity of the appeal.

§55.10 USE OF STORMWATER UTILITY FUNDS FOR CONSTRUCTION, IMPROVEMENT, AND MAINTENANCE

(A) This division establishes the conditions under which funds from the stormwater utility will be used for work on stormwater system components located outside of city-owned rights of way.

Secondarily, stormwater system components located within city-owned rights of way play an essential function in carrying stormwater and the public impact when such components malfunction is generally greater than when such components are located outside the rights of way. Therefore, the first priority for use of stormwater utility funds is for maintenance of and improvements to existing stormwater system components within city-owned rights of way. Stormwater utility funds may also be used to fund stormwater system construction, improvement, repair, or maintenance on private property and public property outside of city rights of way. The city has an interest in helping to assure that components of the stormwater system that have a relatively greater impact on the overall system are maintained and/or improved, whether located on public or private property. Such components are generally those that carry in whole or in part runoff from publicly maintained streets. The intent of this section is not to transfer responsibility or liability to the city for components on private property. Rather, it is to establish priorities for work on such components, and to facilitate their repair and maintenance by making available stormwater utility funds for such efforts.

- (B) In addition to definitions previously appearing in this article, the definitions below also apply to this section:
- (C) Capital projects means drainage construction projects undertaken by the city as part of the capital improvements program, which are part of the city's long range stormwater management master plan. These include, but are not limited to, major channel improvements and construction of stormwater management facilities to reduce peak flow or pollution.
- (D) Major improvements mean the installation of pipe or other conduit, or channel improvements where the design capacity of the system to accommodate the ten-year storm exceeds the capacity of a 24-inch pipe. These include, but are not limited to, examples listed under minor improvements plus major dredging.
- (E) Minor improvements mean the installation of pipe or other conduit, or channel improvements where the design capacity of the system to accommodate the ten-year storm is at least as great as the capacity of a 15-inch pipe but does not exceed the capacity of a 24-inch pipe. These include, but are not limited to, the installation of pipe, catch basins or junction boxes, channel enlargement and minor dredging, installation of riprap or other erosion control measures, and slip lining.
- (F) Remedial maintenance means repair costing less than \$50,000 of the damaged stormwater system to restore it to the same functional state it was in when new. These include, but are not limited to, replacing broken or missing grates, repair/rebuilding broken inlets, repair/rebuilding headwalls, pipe joint repairs, replacing crushed pipes, major repair of erosion control measures, clearing channels and any other replacement of a component with the same size or performance capacity.
- (G) Routine maintenance means maintenance which allows the stormwater system to function properly by keeping it clean and free of blockage, but does not include construction or major repair. These include, but are not limited to, cleaning grates and inlets, flushing pipes, removing blockages in pipes, removing litter and debris from channels and ditches, minor clearing of overgrown vegetation and minor repair of erosion control measures.
- (H) Criteria for use of stormwater utility funds for construction and maintenance.
 - 1) Equivalent proposed to be spent must carry, in whole or in part, runoff from publicly maintained streets. In addition, such component must not be owned by an entity which is receiving a credit or by an entity which is getting credit for the same type of work. The determination as to whether a component is eligible for stormwater utility funding, and the priority category into which the project falls, shall be made by the stormwater administrator. In addition, projects must

meet the following criteria:

- (a) All property owners, excluding the city, must dedicate a temporary construction easement at no cost to the city of a width, length, and type specified by the city. The dedication of such temporary construction easement shall not relieve the property owners, after the expiration of a one-year warranty period, of responsibility or liability thereafter for maintenance of the stormwater system component so constructed or installed upon their property;
- (b) The project must not be located on property which is undergoing development or redevelopment unless the development/redevelopment project is funded in part by other city funds, or developed property that has been in existence less than five years.
- (c) The project shall be the most cost effective to correct the existing problem, as determined by the stormwater administrator. Any excess costs shall be borne entirely by the property owner;
- (d) Major improvements, minor improvements, and remedial maintenance shall fall within one of the priority categories listed in section §55.10 (A).

- (I) Priority categories for major improvements, minor improvements, and remedial maintenance. The following priority categories shall be used to determine eligibility for funding and the order in which projects outside of city right-of-way and/or easements are initiated:

- (1) Priority one: A clear and immediate danger exists and poses a threat to personal safety or a building's structural integrity;
- (2) Priority two: A threat exists to personal safety or a building's structural integrity, but the threat is not immediate;
- (3) Priority three: Neither of the conditions specified in subsection (a) or (b) above exists, but the work would reduce damage to property and financial loss.

- (J) Amount of funding from stormwater utility funds: The use of stormwater utility funds for new construction, improvement or maintenance projects on property outside the city rights-of-way shall be limited as set forth in sections 55.10 H (1).

- (K) Available funding for improvements outside the city's rights-of-way shall first be used where the property owner agrees to pay the owner's proportionate share of the project in accordance with the city's stormwater extension policy, as it may be amended from time to time by city council. Secondary consideration/priority shall be given to those projects in which the private property owner does not agree to participate financially.

- (L) For capital, major, minor and remedial improvements, as well as routine maintenance within the city's rights-of-way, stormwater utility funds shall provide 100 percent financing.

- (M) Municipal liability: Nothing in this article and no action or failure to act under this article shall or may be constructed to:

- (1) Impose any liability on the city, or its departments, agencies, officers, or employees for the recovery of damages; or
- (2) Relieve any person engaged in a land disturbing activity of duties, obligations, responsibilities, or liabilities arising from or incident to operations associated with such activity or imposed by the provisions of this article or the laws and regulations pursuant to which it was adopted.

- (N) Severability.

- (1) If any section, sub-section, paragraph, or clause of this article is held to be invalid or unenforceable, all other sections, sub-sections, paragraphs, and clauses nevertheless continue in full force and remain in effect. In addition, if

the city's use of funds for any portion of its stormwater program is held invalid, all other funded portions of the program shall continue in full force and remain in effect.

§55.10 CREDITS AND EXEMPTIONS

(A) *Credits.* Credits against stormwater management service charges are an appropriate means of adjusting rates, fees, charges, fines, and penalties, under some circumstances, to account for applicable mitigation measures. Credit mechanisms may be established by the City Council and, if established, the means and measures for identifying, issuing, and obtaining credits will be provided in a Credit Manual approved by the City Council. No exception, credit, offset, or other reduction in stormwater management service charges shall be granted based on age, race, tax status, economic status, or religion of the customer, or other condition unrelated to the demand for and/or cost of services provided by the Stormwater Management Utility.

(B) *Exemptions.* Except as provided in this Chapter, no public or private property shall be exempt from Stormwater Management Utility service charges, with the following exceptions:

- (1) Public road rights-of-way that have been conveyed to and accepted for maintenance by the North Carolina Department of Transportation and that are available for use by the general public for transportation purposes shall be exempt from Stormwater Management Utility service charges.
- (2) Public road rights-of-way that have been conveyed to and accepted for maintenance by the City of Lowell and that are available for use by the general public for transportation purposes shall be exempt from Stormwater Management Utility service charges.
- (3) Railroad rights-of-way used for trackage and related appurtenances shall be exempt from Stormwater Management Utility service charges.

§55.11 STORMWATER COMMISSION

(A) The stormwater commission shall provide advice to the mayor, council and staff on matters relating to the various aspects of stormwater management in the city. The commission shall be empowered to hear and make findings on appeals to the actions of the stormwater administrator, relative to this division and other programs.

(B) The stormwater commission shall consist of six members, appointed by the mayor and council. The commission members may also serve as City of Lowell Planning Board Members and shall serve terms that mirror their Planning Board term. Replacements will serve the remainder of the un-expired term of the original appointee. At its first meeting of each new term of service, the commission shall elect a chairman, from its members, who shall preside over the regular and special meetings of the commission. The commission shall also elect a vice-chairman, from its members, to act as chairman in the event of the absence of the chairman at any regular or special meeting of the commission. The commission shall establish and maintain rules of procedure to govern its operation.

This Ordinance shall be effective on this, the ____ day of _____ 20____.

Sandy Railey, Mayor

Attest:

City Clerk

Approved As To Form:

City Attorney

AGENDA ITEM INFORMATION

AGENDA ITEM #: 8-B

DESCRIPTION: PUBLIC HEARING: CITY OF LOWELL FY 2021-2022 BUDGET
ORDINANCE

The public hearing for the budget ordinance has been advertised.

Once the public hearing has been completed the Council may vote on the FY 2021-2022 Budget ordinance. Attached is the proposed ordinance regarding the FY 2021-2022 Budget.

Budget Ordinance-Fiscal Year 2021-2022
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, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore established for this City:

Purpose	Amount
Administration	\$622,970
Public Safety	\$1,337,185
Public Works	\$276,079
Sanitation	\$264,548
Parks and Recreation	\$183,225
Powell Bill	\$89,000
Total Appropriation	\$2,773,007

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Revenue Source	Amount
Current year Property Tax & Vehicle Motor Tax	\$1,522,825
Local Sales Tax	\$535,000
Fees for Services	\$163,675
Powell Bill for Streets	\$85,450
All other revenues	\$466,057
Total Revenues	\$2,773,007

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, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the City:

Purpose	Amount
Water & Sewer Collection & Distribution	\$1,093,520
Wastewater Treatment	\$291,081
Total Appropriations	\$1,384,601

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, 2021 and ending June 30, 2022:

Revenue Source	Amount
Water User Charges	\$728,228
Wastewater User Charges	\$550,868
All Other	\$105,505
Total Revenues	\$1,384,601

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, 2021 and ending June 30, 2022, in accordance with the chart of accounts heretofore approved for the City:

Purpose	Amount
Stormwater Personnel	\$130,394
Operation and Maintenance	\$82,100
Capital Reserve/Fund Balance	\$91,148
Debt Service	\$34,277
Total Appropriations	\$337,919

Section 6: It is estimated that the following revenues will be available in the Stormwater Utility Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Revenue Source	Amount
Stormwater User Fees	\$337,919
Total Revenues	\$337,919

Section 7: There is hereby levied a tax at the rate of forty-nine cents (\$0.49) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2020, 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 within the city limits totaling \$285,132,325 based on a 97.7% rate of collection, and the estimated taxable value of Public Service Companies of \$15,149,437 with a 100% collection rate, and the estimated total taxable value of personal property listed in the corporate limits of \$17,431,884 at an estimated collection rate of 98.0%

Section 8: A registration tag fee of \$10.00 per vehicle will be collected.

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 authority from the prior fiscal year.

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 2021-2022" is hereby incorporated and adopted as part of this ordinance.

Adopted this ____th day of June, 2021.

Sandy Railey, Mayor

Councilmember Phil Bonham

Councilmember Thomas S. Gillespie

Attest:

Beverly Harris, City Clerk

Councilmember Candace Funderburk

Councilmember Kenneth Ervin

Councilmember Shane Robinson

AGENDA ITEM INFORMATION

AGENDA ITEM #: 8-C

DESCRIPTION: CONSIDERATION OF FY 2021-2022 FIRE AND RESCUE
SERVICES CONTRACT

The proposed contract with the Lowell Volunteer Fire Department is attached. This includes the proposed budgeted amount for FY 2022. It also includes information regarding the transmission of monthly reports and audit procedures among other items. Staff has met several times with the Lowell VFD on this matter. It is staff's recommendation to proceed with the attached contract.

STATE OF NORTH

FIRE AND RESCUE SERVICES AGREEMENT

CAROLINA GASTON COUNTY

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____ (Effective Date) by and between **CITY OF LOWELL**, hereinafter referred to as the "City," and the **LOWELL VOLUNTEER FIRE DEPARTMENT, INC.**, hereinafter referred to as the "Department." (collectively, the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, the City located in Gaston County has a recognized the history of dedicated service, having provided essential fire protection and other related emergency services to the citizens of the City of Lowell for all of the years of its existence; and

WHEREAS, N.C.G.S. 160A-16, et seq., provides that a City may enter into continuing contracts and pursuant to this authority, N.C.G.S. §69-25.6, and/or other provisions of the North Carolina General Statutes, the City may enter into a contract with a volunteer non-profit fire department and may make annual appropriations of such funds as may be provided for in this Agreement; and

WHEREAS, the City and Department desire to contract with each other for the mutually-agreed and mutually-recognized goal of attempting to achieve the highest levels of protection to the persons who live, work and/or are otherwise present in the City; and

WHEREAS, the Department is incorporated as an independent non-profit corporation under the North Carolina Nonprofit Corporation Act and is operating as a non-profit volunteer fire department within Gaston County, North Carolina; and

WHEREAS, the Department has equipment, land, and a building for the operation of the Department; and

WHEREAS, the City is contracting with the Department to provide service within the area as further defined in Section 1 (5) (the "District").

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

SECTION 1 – DEFINITIONS

1. Agreement: This Fire and Rescue Services Agreement, together with Exhibits "A," and "B", of which is incorporated herein by reference as an integral part of this Agreement.
2. Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.
3. Board or "Board of Directors": Means the group of natural persons vested by the corporation with the management of its affairs whether or not the group is designated as directors in the articles of incorporation or bylaws.
4. District: The designated area that the Department is contracted to serve, which for purposes of this Agreement is the City Response District, which Response District shall include all areas and property within the city limits of the City of Lowell, as further described on the Fire Districts Map attached as Exhibit B.
5. Fire Chief: The Chief of the Fire Department.
6. Fiscal Year: July 1st through June 30th.
7. GAAP: Generally accepted accounting principles.
8. GAAS: Generally accepted auditing standards.
9. Services: Fire protection, including fire suppression and fire prevention education, emergency rescue, medical first responder, and associated emergency-related services, and those activities undertaken by the Department in furtherance of fulfilling the above.

SECTION 2 - PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City will contract with to the Department, to establish the standards of the Department for providing firefighting and fire prevention services and other emergency services during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the City.

SECTION 3 - SERVICES FURNISHED BY THE DEPARTMENT

The Department agrees to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the Insurance Services Office, Inc. The Department further agrees to provide the Services to all persons and property present in its assigned District throughout the District in accordance with the standards and other requirements set forth in this Agreement in a professional, efficient, and workmanlike manner.

The Department agrees to provide the following services upon request during times of emergencies and will furnish such services free of charge to persons and property within the city limits:

- (1) To furnish and provide continuing fire protection and fire suppression services and other emergency services to all residents of the City, to all persons present in the City, and to all real and personal property lying within the boundaries of the City; and
- (2) To endeavor in good faith and with due diligence to dispatch upon the call of any person within the City the equipment necessary to answer the call and adequate personnel to operate such equipment in the judgment of the Chief of the Department or his/her designee; and
- (3) To respond and function at the Emergency Medical level as franchised through Gaston County; and
- (4) To provide rescue services and such services shall be performed inside the scope of practice of the certification(s) or level of training; and
- (5) To provide lifesaving and property protection measures as necessary; and
- (6) To provide search and rescue; and
- (7) To perform evacuation; and
- (8) To respond to motor vehicle accidents; and
- (9) To provide clearance of roadways to ensure the passage of emergency service apparatus, but the Department does not have to meet any standards when opening roads to emergency service apparatus; and
- (10) To endeavor at all times and in good faith to respond to all emergency calls from the Gaston County Communications Center, the Department Chief or his/her designee when and where needed.

SECTION 4 – CITY MEETINGS

The Fire Chief and/or his/her designee shall make as many City meetings as possible, including but not limited to city council meetings, departmental meetings with the City Manager or meetings requiring fire discussions and/or representation.

The Chief shall be responsible for keeping timely and accurate records of all calls and incident reports relating to the services provided, along with any other records or reports which may be required by the City. The Chief shall provide the City with monthly copies of the call log and incident reports. The Parties will work together in good faith with regard to the format and content of these reports in order to meet the City's needs for reasonable information.

SECTION 5 – DEPARTMENT'S NON-PROFIT CORPORATION STATUS

The Department agrees to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and the North Carolina Nonprofit Corporation Act at all times during the term of this Agreement. In the event that the Department loses its non-profit corporation status, whether by loss of its non-profit status or by dissolution (voluntary or involuntary) of its corporate status, by and through the IRS or the State of North Carolina, upon notice to the Department of the loss of its non-profit corporation status the Department shall promptly but in any event no later than five (5) days therefrom report the loss of the non-profit corporation status to the City. If the Department loses

the non-profit corporation status, the City may terminate this Agreement in accordance with Section 23.

SECTION 6 - INSURANCE SERVICES OFFICE RATING

The Department will maintain at least a class 9S insurance rating. The Department agrees to engage at all times in such efforts as to maintain, or improve, its current ISO/NCRRS rating as of the Effective Date of this Agreement with the Insurance Services Office, Inc., ("ISO") throughout the term of this Agreement.

SECTION 7 – RESPONSE TIMES

The Department and the City mutually agree that response times are an essential component to providing an acceptable level of service to the community. The City and the Department agree to collaboratively monitor response times and develop strategies to address any response time concerns. Response time will be measured beginning with dispatch time as reported in the Computer Aided Dispatch ("CAD") Event Report and ending with the On-Scene Time as reported in the CAD Event Report. Emergency Incident on scene times will be measured when the first Department staff member with a radio arrives on scene.

SECTION 8 – FIRE DEPARTMENT BUDGET

The Department shall prepare a budget for calculating the revenue and expenditures required to provide fire protection services within the boundaries of the City Fire District and shall submit such budget to the City Manager for review and comment in accordance with the City's adopted budget calendar. The Department will submit quarterly reports including revenue and expenditures to the City Manager.

SECTION 9 - PAYMENT OF FUNDS TO THE FIRE DEPARTMENT

The City agrees to provide funds to the Department, as determined and appropriated by the City's annual budget, for the purpose of providing fire protection, firefighting, rescue, and first responder services within the City limits. All funds paid to the Department by the City shall be used exclusively by the Department to provide the fire protection services within the City limits, and to pay other legitimate fire, rescue, and first responder expenses attributable to the services rendered within the City limits; provided however, that the Department maintain a consistent level of fire tax revenues to perform its obligations and responsibilities under its mutual aid agreements in the Department response area. It is agreed that the Chief shall notify the City manager in the event the Department's Fire tax revenues or receipts fall below the level necessary to sustain its performance under any mutual aid agreements.

The City and the Department have agreed to the following funding models for the Term of this Agreement:

1. The City agrees to pay the Department \$ 292,059 between July 1, 2021 and June 30, 2022. Payment shall be made according to the following schedule:

On a monthly schedule, submission of a written request from the Department that includes supporting documentation of intended expenditures will be required prior to funding remittance by the City for that subsequent month.

In the event the Department (i) dissolves or (ii) ceases to provide any fire protection services, rescue services, or first responder services within the City limits, the Department shall deliver, release, return and/or convey to the City any unspent funds, loans, or monies provided to the Department by the City.

SECTION 10 - EQUIPMENT

The Department shall maintain its equipment in good and operable condition at all times. The Department shall cooperate in allowing reasonable inspections of its equipment and facilities by the Gaston County Fire Marshall.

SECTION 11 - BOOKS AND RECORDS

The Department, as a self-standing non-profit corporation, agrees to generate and maintain all required records and data and shall maintain such records and data in accordance with Generally Accepted Accounting Principles (GAAP). The Department agrees that the City will have reasonable access to all books, records, and audit reports. The Department agrees to provide adequate documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the Department under this Agreement.

The Department agrees to allow the City, or its authorized agent, at the City's sole expense to inspect and examine all records described above on a date and at a time mutually agreed between the City and the Department, but in no event, shall any such inspection and examination be undertaken on a date beyond thirty (30) days of the City's written request for such an inspection. The City, in turn, agrees that any and all financial records, data, receipts and other documents examined by the City pursuant to this Section are and will remain in the sole possession and ownership of the Department. No such records, data, receipts and other documents, or any copy or duplication or summation thereof shall be removed from the premises of the Department.

SECTION 12 - ANNUAL FINANCIAL AUDIT AND FINANCIAL INFORMATION

The Department will present to the City an annual audit by a Certified Public Accountant, which audit shall be in conformity with Generally Accepted Accounting Principles (GAAP) and the most recent version audit policies of the City and the North Carolina Local Government Commission. The audit will be conducted by the CPA Firm selected by the City to perform the City's annual audit. The City agrees to pay all fees and expenses charged by the CPA firm. The Department will provide such access to financial records and individuals as may be requested by the CPA firm as necessary to complete the audit.

In the event that the auditor identifies any deficiencies during the course of the Agreed-Upon Procedure, the Department shall provide to the City an explanation for any such deficiencies as well as a plan of corrective action including timeframes for correction as is mutually agreed upon in writing by both the Department and City. Should the Department be unwilling or unable to correct the deficiencies identified within the required timeframes, the City may terminate this contract in accordance with Section 21.

SECTION 13 - INSURANCE REQUIREMENTS

The Department shall maintain insurance coverage as specified in Exhibit A. The Department may purchase such other coverages as it may deem appropriate for the protection of The Department, its employees, members, or personnel.

SECTION 14 – BOARD OF DIRECTORS

The Department agrees that it will add a requirement to its Bylaws providing that a minimum of two (2) board members shall live within the City limits.

Because North Carolina law in G. S. 55A-8-30 and G. S. 55A-8-31 requires board members to make decisions “in a manner the director reasonably believes to be in the best interests of the corporation”, and because the Department is required to adhere to the regulations of United States Internal Revenue Service (IRS) under 501(c)(3), the two Board members shall be neither employees of the City, nor elected officials of the City.

SECTION 15 - INDEPENDENT CONTRACTOR

The Department, including any board member, officer, employee, or agent of the Department, is an independent contractor of the City and none of the Department’s staff shall be considered employees of the City. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. The City and the Department agree that the Department shall operate and act as an independent contractor in accordance with the standards set forth herein, and the City shall not be responsible for any of the Department’s acts or omissions. No liability for benefits, including, without limitations, such benefits as pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance thereof.

SECTION 16 - INDEMNIFICATION

The Department and its representatives agree to save, defend, indemnify, and hold harmless the City from any and all claims, suits, and liability for damages of any kind, nature or description which are caused by the direct negligent act(s) of the Department or its agents.

SECTION 17 - DEPARTMENT TRAINING

The Department shall appoint a Fire Chief and shall maintain a roster of officers and fire fighters sufficient to maintain the equipment of the Department and provide fire protection, rescue and first responder services within the City limits.

The Department shall also maintain training records for each volunteer or employee on its roster. Training records shall indicate the following, including but not limited to the following: courses that have been completed, time spent in training for each course, the course dates, instructors, and the place course was held.

The Department shall submit an annual report to the City Manager that details the staff of the Department by name, rank, training levels and hours of training obtained within the last three (3) months. The report shall be due on the 15th of the month following the end of the calendar year.

SECTION 18 – MEMBERSHIP IN THE GASTON COUNTY VOLUNTEER FIREFIGHTERS’ ASSOCIATION

The Department shall maintain membership in good standing in the Gaston County Volunteer Firefighter’s Association and shall continue or remain a corporation in good standing with the Department of the Secretary of State for the State of North Carolina.

SECTION 19 - NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) is a presidential directive that is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards—regardless of cause, size, location, or complexity—in order to reduce loss of life, property, and harm to the environment. The Department shall use NIMS on all incidents.

SECTION 20 - FIRE DISTRICT

The Department has a City of Lowell Fire District and the property lying within the boundaries of the City Fire District is identified in Exhibit “B.” The Department shall endeavor at all times and in good faith to respond to all emergency calls from the Gaston County Communications Center, the Department Fire Chief or his/her designee, when and where needed.

SECTION 21 - DISPUTE RESOLUTION AND FORUM SELECTION

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement shall be brought in the state courts in Gaston County, North Carolina. Any mediation of any dispute arising under this agreement shall be conducted in Gaston County, North Carolina, unless both parties agree on an alternate location.

SECTION 22 - SEVERABILITY

The provisions hereof are severable, and should any provision be determined to be invalid, unlawful, or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby.

SECTION 23 - TERM AND TERMINATION

23.1 **Term:** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a one (1) year period unless terminated as provided herein.

23.2 **Termination:** This Agreement may be terminated as follows:

23.2.1 **For Cause:** By either party hereto in the event the other party breaches any of its material obligations hereunder; provided, however, that the defaulting party shall have thirty (30) days to correct such breach after written notice is given by such non-breaching party specifying the alleged breach; and

23.2.2 **Non-renewal:** The parties hereto may terminate this Agreement upon written notice to the other party no later than sixty (60) days prior to (a) the expiration of the initial two (2) year term, or (b) the expiration of anyone (1) year renewal period thereafter; and

23.2.3 **Insolvency:** By either party hereto in the event the other party (i) is adjudicated insolvent, under state and/or federal regulation, or makes an assignment for the benefit of creditors; (ii) files or has filed against it, or has an entry of an order for relief against it, in any voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization or receivership law, or seeks relief as therein allowed, which filing or order shall not have been vacated within sixty (60) calendar days from the entry thereof; (iii) has a receiver appointed for all or a substantial portion of its property and such appointment shall not be discharged or vacated within sixty (60) calendar days of the date thereof; (iv) is subject to custody, attachment or sequestration by a court of competent jurisdiction that has assumed of all or a significant portion of its property; or (v) ceases to do business or otherwise terminates its business operations, is declared insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement or similar proceeding; and

23.3 **Notices:** All notices required in this Section 21 shall be reasonably specific concerning the cause for termination and shall specify the effective date and time of termination.

23.4 **Effect of Termination:** Termination of this Agreement for any reason shall not release any party hereto from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement shall be provided through the effective date of termination.

SECTION 24 - NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing

and delivered in person; by overnight courier; or by first class mail, postage prepaid, to the receiving party at the following addresses:

IF TO CITY OF Lowell:

City of Lowell
City Manager
101 West First Street
Lowell, NC 28098

IF TO FIRE DEPARTMENT:

Lowell Volunteer Fire Department, Inc.
Fire Chief
PO Box 327

Lowell, NC 28098

SECTION 25 – AMENDMENT/ASSIGNMENT

This Agreement may not be amended except in writing signed by the parties hereto. The parties also agree that this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which shall not be unreasonably withheld.

SECTION 26 - NO WAIVER

Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement shall in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.

SECTION 27 - MUTUALLY-DRAFTED AGREEMENT

The Department and the City hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the City agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.

SECTION 28 - HEADINGS

The Section headings used herein are for reference and convenience only and shall not enter into or affect the interpretation and enforcement of this Agreement by either party.

SECTION 27 - ENTIRE AGREEMENT; MERGER

The terms and provisions herein contained constitute the entire agreement by and between the City and the Department and shall supersede all previous communications,

representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

SECTION 29 - COUNTERPARTS

This Agreement may be executed in several counterparts, all of which shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

SECTION 30 - COMPLIANCE WITH LAWS ABOUT EMPLOYING IMMIGRANTS, IRAN DIVESTMENTS, ISRAEL, AND CONSTITUTIONAL LIMITS ON INDEMNIFICATION

At all times when this Agreement is in effect, neither Party to it shall do, or encourage the doing of any act or omission which does or possibly could place the Party in any jeopardy of being accused of violating any of the following State or Federal laws, and each Party shall comply with them fastidiously and to the letter:

- A. **E-Verify Certification:** At all times during the performance of the Agreement, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes and shall ensure compliance by any subcontractors utilized.
- B. **Iran Divestment Act Certification:** All parties executing this Agreement thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor shall they utilize any subcontractor in the performance of the Agreement that is identified upon said list.
- C. **Divestment from Companies that Boycott Israel:** All parties hereby certify that they are not on the North Carolina State Treasurer's list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the City pursuant to this Agreement any firm on said list.
- D. **Constitutional Limitation on City Indemnification:** The parties acknowledge and understand that an unlimited indemnification by City constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by City to any party under the Agreement shall be deemed to be given only to the fullest extent allowed by law.
- E. **Constitutional Limitation on Eminent Domain:** All Parties certify and agree that without regard to the provisions of this agreement, neither Party shall deprive the other of property without just compensation, as provided in Amendment V of the United States Constitution.

SECTION 31 - AUTHORIZATION

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

IN WITNESS WHEREOF the Department, pursuant to a resolution duly adopted by its Board of Directors, has caused this instrument to be duly executed in its name by the President of its Board of Directors and attested by its Secretary and Chief, and the City has caused this instrument to be duly executed in its name by the City Mayor and City Manager, pursuant to a resolution duly adopted by the City Council Members, and attested by its Clerk.

This _____ day of _____, 20_____.

CITY OF LOWELL

ATTEST:

City Clerk – Beverly Harris

by: _____
Mayor – Sandy Railey

by: _____
City Manager – Scott Attaway

City Attorney

LOWELL VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST:

Secretary, Board of Directors

by: _____
President of the Board of Directors

Chief of Department

EXHIBIT "A"
INSURANCE REQUIREMENTS

The Department shall take out and maintain, during the life of this Agreement, contract, and the following insurance coverage:

1. Comprehensive Automobile Liability Insurance with combined single limits of at least \$1,000,000.00 per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered Insured, and volunteers and employees shall have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members' liability shall be provided. Auto pollution liability shall be included in the coverage.

Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, shall be provided on an agreed value basis. Coverage shall apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage shall apply, on a primary basis, to hired, borrowed, and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed, and commandeered vehicles.

2. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department's Premises, Training Activities or Equipment Washdowns.
3. Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy shall include coverage for prior acts. The Insured shall include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement. Coverage shall include claims for discrimination, harassment, and violation of civil rights; liability related to or arising out of the administration of benefit plans for employees or volunteers, and claims resulting from employment or employment-related acts and practices, including claims made for the loss of future compensation and/or benefits lost from wrongful termination of an employee.
4. Umbrella Liability Insurance with Limits of at least \$ 1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability Section of the Workers Compensation Policy. Volunteers and employees shall be included as Insured.
5. The Department shall maintain Property Insurance protecting against the risk of direct

physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage shall include the replacement cost of Commandeered Property including coverage for Loss of Use.

6. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.
7. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the City of Lowell as an additional insured. The Department shall furnish the City of Lowell with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates, and expiration dates of policies.
8. The Department shall obtain a Fidelity Bond for at least one and one-half times the department's annual budget that covers anyone within the Department that handles the funds of the Department.
9. Worker's Compensation - Coverage for all paid and volunteer emergency workers for statutory limits in compliance with all applicable State and Federal laws.

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EXHIBIT "B"
CITY FIRE DISTRICT MAP



GASTON COUNTY
NORTH CAROLINA

FIRE DISTRICTS

AG CENTER

ALEXIS

BELMONT

BESSEMER CITY

CHERRYVILLE

COMMUNITY

CRAMERTON

CROUSE

CROWDERS MTN

DALLAS

EAST GASTON

GASTONIA FD

HIGH SHOALS

HUGHS POND

KINGS MTN

LOWELL

LUCIA RIVERBEND

MOUNT HOLLY

NEW HOPE

RANLO

SOUTH POINT

SPENCER MTN

STANLEY

TRYON

UNION RD

WACO

Map compiled by Gaston County Planning GIS Services. Data sources include the 2014 US Census, USGS, and other public domain data. The map is for informational purposes only and does not constitute a warranty or representation of any kind. The map may not be used for any purpose other than that for which it was created. The map is the property of Gaston County and is not to be reproduced without the written permission of the County. The map is created by Planning GIS - JGS. Date: February 28, 2018 - 10:08 a.m.



GASTON COUNTY FIRE DISTRICTS

LINCOLN COUNTY

MECKLENBURG COUNTY

YORK COUNTY
SOUTH CAROLINA

NORTH CAROLINA
SOUTH CAROLINA

GASTON COUNTY PLANNING GIS



Seal of Gaston County, North Carolina
The Seal of Gaston County, North Carolina, was adopted in 1793. It features a plow, a sheaf of wheat, and a cotton plant, symbolizing the county's agricultural heritage. The text "COUNTY SEAT GASTON 1793" is inscribed around the border.

AGENDA ITEM INFORMATION

AGENDA ITEM #: 9-A

DESCRIPTION: CONSIDERATION OF RESOLUTION #RS7-2021 TO ENTER INTO AN INTERLOCAL AGREEMENT WITH GASTON COUNTY FOR AD VALOREM TAX COLLECTION

The contract previously entered into with Gaston County for tax collections services was a seven-year contract with an original termination date of June 30, 2020 and automatic annual renewals. The contract was originally at collection rate of \$4 per bill or .5% of the monies billed by the County on behalf of the City with a maximum of \$4,800, whichever was less. The proposed contract collection rate is at a rate of .675% of the total collected levy for FY22 and .85% of the total collected levy for FY23 and thereafter, with the percentage being reassessed after the county's revaluation. For FY22, the proposed change is expected to increase the City's cost to an estimated \$9,200, \$4,400 increase. For FY23, the proposed cost is estimated to begin at \$11,600. The fee will likely increase depending upon tax value growth and collection rates. It is staff's recommendation that we agree to this contract.



RESOLUTION #RS7-2021

RESOLUTION TO ENTER INTO INTERLOCAL AGREEMENT WITH GASTON COUNTY FOR AD VALOREM TAX COLLECTION

WHEREAS, pursuant to Chapter 160A, Article 20, Part I of the North Carolina General Statutes, local governments may enter into a contract in order for one unit of government to collect the ad valorem taxes of another unit; and

WHEREAS, the City of Lowell first entered into an interlocal agreement with Gaston County in July 2013 to collect its ad valorem taxes with the last updated agreement executed in March of 2014 with a termination date of June 30, 2020; and

WHEREAS, both the City of Lowell and Gaston County want to continue the present tax collection relationship; and

WHEREAS, it is necessary to enter into a new contract to allow for changes in the compensation for the collections; and

WHEREAS, the collection rate of \$4 per bill or 0.5% of the monies billed by the County on behalf of the city with a maximum of \$4,800 or whichever is less in the prior agreement is being changed to 0.67% of the total collected levy for FY22 and .85% in FY23 and will be reassessed in the year following county revaluation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOWELL hereby approves the new interlocal agreement as proposed.

THIS RESOLUTION adopted this 8th day of June 2021.

Sandy Railey, Mayor

ATTEST

Beverly Harris, City Clerk

#RS7-2021

GASTON COUNTY
NORTH CAROLINA

INTERLOCAL AGREEMENT FOR
COLLECTION OF TAXES

THIS INTERLOCAL AGREEMENT, made effective the last date set out below, by and between the **CITY OF LOWELL**, a municipal corporation having a charter granted by the State of North Carolina, hereinafter referred to as the "City," and **GASTON COUNTY**, a corporate and political body and a subdivision of the State of North Carolina, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, Chapter 160A, Article 20, Part I of the North Carolina General Statutes provides that units of local government may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

WHEREAS, the City Council has found and determined that it is in the public interest and for the public benefit to provide for the collection by the County of taxes of ad valorem property taxes levied by the City; and

WHEREAS, the Board of Commissioners of the County has authorized the collection of taxes for cities and towns within the County; and

WHEREAS, the governing bodies of the City and County desire to enter into an agreement to provide for the collection by the County of ad valorem property taxes levied by the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

A. Authority & Responsibilities

- (1) Billing: Beginning with the 2021 tax bill for FY 2021-22, the County shall prepare ad valorem property tax bills for the City, based on the ad valorem tax rate established by the City Council. The County shall collect the ad valorem property tax for the City including any interest and/or penalties for late listing or late payment.
- (2) Appointment of Tax Collector: The City hereby appoints the County tax collector as the tax collector for the City for purposes of collecting those taxes described hereunder, with the powers, authority, duties and responsibilities set forth herein. The tax collector shall be under the sole jurisdiction of the County Board of Commissioners and the County Manager. Nothing herein shall prevent the City from appointing a tax collector for purposes of taxes not billed or collected pursuant to this agreement.
- (3) General Duties: The County shall perform all actions pertaining to tax collection which are required by N.C.G.S. Chapter 105, Subchapter II, to include:
 - (a) Preparation of a tax scroll, tax book, or combined record as provided in N.C.G.S. 105-319;
 - (b) Preparation of a tax receipt form as required by N.C.G.S. 105-320;

- (c) Adoption of the order to collect taxes required by N.C.G.S. 105-321;
 - (d) Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 - (e) Listing, appraising, and assessing of property as provided in N.C.G.S., Chapter 105, Subchapter II, Article 22;
 - (f) Delivery of tax receipts to the tax collector pursuant to N.C.G.S. 105-352; and
 - (g) Execution of settlements as required in N.C.G.S. 105-373.
- (4) Collections and Deposits:
- (a) City taxes collected by the County, including any statutory interest or penalties, shall be wire transferred from the County's bank to the City's bank account daily by 11:00 a.m. On recognized holidays for the bank, the City, or the County, bank transfers shall be made on the last business day preceding the holiday.
 - (b) The City shall refer its taxpayers to one of three (3) collection points or methods:
 - 1) the Gaston County Tax Office;
 - 2) mail to the Gaston County Tax Office; or
 - 3) mail to the County's designated bank for lockbox processing.
- (5) Partial Payments: Partial payments on tax bills containing the County and City tax amounts shall be prorated and applied proportionally to each taxing unit's share of the principal amount due.
- (6) Discounts: The County shall have no authority to apply discounts to City taxes collected unless a schedule of discounts has been adopted by the City pursuant to N.C.G.S. 105-360.
- (7) Acceptance of Checks (Endorsements): The City shall authorize the acceptance of checks by the County which are drawn to the order of the City and are collected through the County tax office or lockbox, which are clearly identified as being for payment of property taxes.

B. Term of Agreement

- (1) Initial Term and Renewal: The term of this fiscal agreement begins July 1, 2021, and will terminate on June 30, 2023; thereafter, this contract may renew automatically on an annual basis, subject to amendment or termination as set forth herein.
- (2) Tax Rate Notification: The City will forward written notification of its tax rate to the County Tax Collector by July 30th of each year.
- (3) Termination: The City may terminate this agreement provided 180 days' written notice is provided to the County.

C. Compensation

- (1) Fees for Collection: For the first year of the Initial Term of this agreement, the City will be charged a fee as calculated by the County of .675%. In subsequent years, the City will be charged a fee as calculated by the County of .85%, and this fee will be reassessed following the county-wide revaluation(s).
- (2) Definition of "tax bill": For purposes of the fee to be paid pursuant to Section C(1) of this Agreement, "tax bill" shall mean those bills, for ad valorem property subject to taxation pursuant to N.C.G.S. 105-274 and required to be listed and appraised by N.C.G.S. 105-285, as shown on the County's Tax Roll by Revenue Unit Report for each fiscal year. Each fiscal year's Tax Roll by Revenue Unit Report shall have a count of bills for the categories of: (a) Real Property Only; (b) Personal Property Only; and (c) Real and Personal Property Combined.
- (3) Adjusted Tax Bills: No additional fee or fees shall be owed by City to County in any fiscal year where the tax for a previously billed ad valorem property is subsequently adjusted. If an ad valorem property has not been previously billed in any fiscal year and is later discovered and assessed pursuant to N.C.G.S. 105-312, the County may invoice City a collection fee for the newly generated tax bill.
- (4) County shall invoice City each year based on the total collected levy amount of real property, personal property, and public service company properties as of December 31st for the current tax year.

D. Reports and Records

- (1) The County shall provide to the City weekly reports of revenues collected and transferred to the City's bank account within three business days of such transfer.
- (2) Other Reports: The County shall provide the City with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, and collections in a form mutually agreed upon by the City and the County.
- (3) Budget Estimation: By March 1 of each year, the County will provide an estimate of valuation for the upcoming fiscal year, along with an estimate of the proposed fee, as described herein.
- (4) Annual Settlement: The County tax collector will submit to the City Council an annual settlement of any revenues collected as required by in N.C.G.S. 105-373(a)(3).
- (5) Computer Access: The City shall have the right to on-line computer access in a form mutually agreed upon by the City and the County.
- (6) Records and Maps: The City shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the tax office which are related to City taxes. The City shall have the right to copies, at no cost, of maps, aerial photographs, and other public records generated in connection with tax office operations.

- (7) Separate Collection Records: Records showing separately the amount of County taxes assessed and collected and the amount of City taxes assessed and collected shall be maintained by the County tax collector.

E. Adjustments to Tax Accounts (Releases, Refunds, & Discoveries)

- (1) Releases: The City authorizes the Gaston County Board of Commissioners, the Board of Equalization and Review, the tax supervisor, and the tax collector to make any adjustments to City tax accounts in accordance with N.C.G.S. 105-312, 380, and 381.
- (2) Refunds: Any refunds due on accounts for which the City has already received funds will be initiated through the County tax office with all necessary documentation being forwarded to the City for processing.
- (3) Releases or Adjustments of Penalties/Interest: The City reserves the right to accept or reject the County's decision on appeals from taxpayers regarding the release of interest or penalties. If the City rejects the decision of the County, a hearing for the taxpayer before the City Council will be scheduled within thirty (30) days to make a final determination on the status of interest and penalties on the City tax account.

F. Collection of Delinquent City Taxes

- (1) Collection Assistance: In an effort to maintain a high collection percentage on City property taxes, the City will, to the extent possible, assist in the collection of delinquent accounts by fully utilizing any available information and maintaining clear communications with the County.
- (2) Information on Delinquent Accounts: Once taxes are delinquent in January of each year, the County shall provide the City with the necessary information to take further legal action, such as attachment and garnishment to collect delinquent taxes.
- (3) Attachment and Garnishment: If the City obtains information necessary to process a Notice of Attachment and Garnishment against the assets of a taxpayer for the collection of City taxes, the City may process a County Notice of Attachment and Garnishment for the total tax amount due to the City and the County, and may then forward the notice to the County tax office for review. The County shall then serve the Notice of Attachment and Garnishment in accordance with N.C.G.S. 105-366 and 368. Garnishment fees collected will be equally divided between the two jurisdictions if the City participated in the gathering of information or preparation of the garnishment.
- (4) Advertising: Advertising pursuant to N.C.G.S. 105-369 will be the sole responsibility of the County tax office. Any fees collected to offset advertising costs will be retained by the County.

G. Foreclosures

- (1) Foreclosure Action: If a delinquent bill is due both the County and the City, the County legal department may, at the direction of its governing body, bring actions for foreclosure of both tax liens on delinquent taxes. It shall be the City's duty to pursue foreclosure of taxes owed only to the City.

- (2) Proceeds from Foreclosures: Penalties and interest collected, proceeds recovered from tax foreclosure sales, and discounts, settlements, or compromises allowed shall be apportioned between the County and the City pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

H. Bonds and Audits

- (1) Bonds. The Gaston County Tax Collector shall be bonded to collect taxes, as established under the terms herein.
- (2) Annual Audits: The tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to insure that an audit trail is present and that necessary auditing procedures and tests can be performed. A copy of the County's financial statements will be provided to the City once the annual audit is complete to satisfy City audit requirements of tax revenue. The City may, at its own expense, arrange for auditing of records relating to City taxes.

I. Gross Receipts Tax Pursuant to N.C.G.S. 160A-215.1

In the event that the City has adopted an ordinance to levy a gross receipts tax on vehicle rentals or leases which is substantially similar to the ordinance adopted by Gaston County, the County will collect and distribute the proceeds of the tax on behalf of the City.

J. Indemnification

To the extent permitted by North Carolina law, the City, during the term of this Agreement, shall indemnify and save harmless the County from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the County by the City. Likewise, to the extent permitted by North Carolina law, the County during the term of this Agreement, shall indemnify and save harmless the City from and against all claims, demands, and/or causes of action arising out of the Agreement, including but not limited to, errors in collection due to incorrect information provided to the City by the County.

K. Amendments

This Agreement may be amended only by an instrument in writing executed by both parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives and their seals to be hereto affixed.

CITY OF LOWELL

By: _____
Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

(Deputy) City Clerk

City Attorney

GASTON COUNTY

By: _____
County Manager/Asst. County Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Clerk/Deputy Clerk to the Board

County Attorney/Deputy County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the Clerk/Deputy Clerk of the **City of Lowell** and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed its name by its City Manager, sealed with its corporate seal and attested by him/her as its City Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2021.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the Clerk/Deputy Clerk of the **Gaston County Board of Commissioners**, and that by authority duly given and as the act of the Gaston County Board of Commissioners, the foregoing instrument was signed in its name by _____, County Manager/Assistant County Manager, sealed with its corporate seal and attested by _____ as its Clerk/Deputy Clerk.

WITNESS my hand and Notarial Seal this the ____ day of _____, 2021.

Notary Public

My Commission Expires:

AGENDA ITEM INFORMATION

AGENDA ITEM #: 9-B

DESCRIPTION: PROPOSED TEXT AMENDMENT TO THE CODE OF
ORDINANCES CHAPTER 50

Please see the attached memo from the Planning Director regarding proposed changes to the City Code of Ordinances as it relates to trash collection and the bulk pickup policy. The main items included in the proposed changes are:

- clarifies that additional roll carts can be obtained
- clarifies that trash must be bagged and the lid must close properly
- removes conflicting language as it relates to the bulk policy

Date: May 27, 2021
Memo To: Scott Attaway, City Manager
From: Alex Blackburn, Planning Director/Code Enforcement
Subject: PROPOSED TEXT AMENDMENTS TO CODE OF ORDINANCE CHAPTER 50

Please see the attached text amendments proposed in order to remedy conflicting language with the City's Bulk Pickup Policy and to clarify how materials can be loaded into the roll-cart container.

The first amendment is to remove/add the wording found in §50.07(B) which already states:

Existing: *Number of refuse containers.* Single residences shall be limited to no more than one roll-cart container; multiple residences shall be limited to one such container per dwelling unit.

Proposed: *Number of refuse containers.* Single residences shall be **provided with limited to no more than 1 roll-cart container for a fee**; multiple **multi-family** residences shall be **limited provided one such container per dwelling unit, for a fee. Requests for additional roll-carts may be made to the City for an additional fee.**

The second change would be requested in §50.07(C):

Existing: *Materials to be placed in containers.* Garbage, rubbish, ashes and bulk refuse must be placed in a container, and no separation of the matter is necessary; provided, however, that bulk refuse, excluding grass trimmings, of a size or quantity too large to be placed in containers may be placed at the front of the premises in the grass strip between the street and the sidewalk where said strips are available; otherwise, they shall be placed off that portion of the street right-of-way normally used by vehicles, pedestrians or for surface drainage. Tree limbs shall not be longer than six feet, nor weigh more than 50 pounds.

Proposed: *Materials to be placed in containers.* Garbage, rubbish, ashes and bulk refuse must be placed **in bags prior to placement** in a container, **the container lid must close properly**, and no separation of the matter is necessary; ~~provided, however, that bulk refuse, excluding grass trimmings, of a size or quantity too large to be placed in containers may~~ **Roll-cart shall** be placed at the front of the premises in the grass strip between the street and the sidewalk where said strips are available; otherwise, they shall be placed off that portion

~~of the street right-of-way normally used by vehicles, pedestrians or for surface drainage. Tree limbs shall not be longer than six feet, nor weigh more than 50 pounds.~~

The final suggested change to this ordinance is in §50.08(A):

Existing: Residential, retail and commercial collections. Residential, retail and commercial establishments, religious and governmental buildings and private club collection of matter placed in the container shall be made on regular schedules once each week, said schedules being established by the City Manager. All containers shall be made available to collectors of the city no later than 6:00 a.m. on the designated days of collection. No container shall be placed upon any sidewalk, street or alley, or upon any city property unless specific authorization to do so is obtained from the City Manager or some other city employee or official under the supervision or direction of the City Manager. All containers made available to city collectors shall be removed no later than 9:00 p.m. on the days designated for collections. Rubbish or bulk refuse which cannot be placed in containers will be collected on the designated collections days, provided that such collections shall be limited to no more than one-half truck load per week per residence; if additional service is required and requested by the owner or occupant of the premises, such collections will be made and the city will charge fees for this additional collection as established by the City Manager. A copy of current additional collection fees shall be kept on file in the office of the Clerk.

Proposed: Residential, retail and commercial collections. Residential, retail and commercial establishments, religious and governmental buildings and private club collection of matter placed in the container shall be made on regular schedules once each week, said schedules being established by the City Manager. All containers shall be made available to collectors of the city no later than 6:00 a.m. on the designated days of collection. No container shall be placed upon any sidewalk, street or alley, or upon any city property unless specific authorization to do so is obtained from the City Manager or some other city employee or official under the supervision or direction of the City Manager. All containers made available to city collectors shall be removed no later than 9:00 p.m. on the days designated for collections. Rubbish or bulk refuse which cannot be placed in containers will be collected on the designated collections days¹, ~~provided that such collections shall be limited to no more than one-half truck load per week per residence; if additional service is required and requested by the owner or occupant of the premises, such collections will be made and the city will charge fees for this additional collection as established by the City Manager.~~ A copy of current additional collection fees shall be kept on file in the office of the Clerk.

AGENDA ITEM INFORMATION

AGENDA ITEM #: 9-C

DESCRIPTION: BUDGET AMENDMENTS

The budget amendments will be presented at the Council meeting to finish any housekeeping items that need to be completed before the end of the Fiscal Year on June 30, 2021.

City Of Lowell
Budget Amendment #3
Budget Ordinance FY 20-21

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, 2021:

Section 1: To amend the General Fund, the estimated revenues are to be changed as follows:

General Fund:

Revenues:

	<u>Decrease</u>	<u>Increase</u>
10-3390-0000 Fund Balance		\$ 7,395

This will result in an increase of \$7,395 in the General Fund fund balance, bringing the General Fund revenues budgeted for FY 20 – 21 from \$2,583,528 to \$2,590,923.

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

General Fund:

Public Safety:

	<u>Decrease</u>	<u>Increase</u>
10-5100-4600 Fire Protection		\$ 7,395

This amendment will result in an increase of \$7,395 in the Public Safety Department appropriations, bringing the appropriations for Public Safety in FY 20-21 from \$1,061,467 to \$1,068,862.

This amendment is for the City's portion of the grant match funding for four (4) AED Devices for the Lowell Volunteer Fire Department.

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, 2021.

Mayor

Attest:

City Clerk

Memo

To: Scott Attaway, City Manager
Jared Pyles, Finance Director
From: Cristy Cummings, Parks and Recreation Director
RE: Budget Amendment

The City of Lowell has received a \$6,000 sponsorship from CaroMont Health that is to be used towards the purchase of a bi-level water fountain with a bottle filler, which will be installed at Bob Bolick Park. The total for the water fountain is \$6,731.10. The City of Lowell is absorbing the remaining \$731.10.

Parks and Recreation is requesting a budget amendment of \$6,000 from the sponsorship check they have received from CaroMont Health for the purchase of the water fountain.

City Of Lowell
Budget Amendment #2
Budget Ordinance FY 20-21

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, 2021:

Section 1: To amend the General Fund, the estimated revenues are to be changed as follows:

General Fund:

Revenues:

	<u>Decrease</u>	<u>Increase</u>
10-3360-0000 Donations Received		\$ 6,000

This will result in an increase of \$6,000 in the General Fund estimated revenues, bringing the General Fund revenues budgeted for FY 20 – 21 from \$2,583,528 to \$2,589,528.

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

General Fund:

Parks & Recreation:

	<u>Decrease</u>	<u>Increase</u>
10-6120-1500 P&R Maint./Repairs – Bldg/Grd		\$ 6,000

This amendment will result in an increase of \$6,000 in the Parks & Recreation Department appropriations, bringing the appropriations for Parks & Recreation in FY 20-21 from \$189,934 to \$195,934.

This amendment is for the amount received from Caromont Health for a sponsorship/barrier free fountain & pet fountain at Bob Bolick Park.

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, 2021.

Mayor

Attest:

City Clerk

City of Lowell, North Carolina
FY 2021 Dashboard
5/31/2021

Department	Budget	YTD thru 5-31-2021	Budget Remaining	Percent Remaining	Percent of FY21 Remaining
General Fund					
Administration	576,764.00	562,648.52	14,115.48	2%	8% ¹
Public Safety	1,061,467.00	970,509.94	90,957.06	9%	8%
Public Works	289,524.00	193,307.39	96,216.61	33%	8%
Sanitation	263,486.00	237,170.75	26,315.25	10%	8%
Parks	189,934.00	76,574.24	113,359.76	60%	8% ²
Stormwater	109,047.00	82,847.88	26,199.12	24%	8%
Powell Bill	93,306.00	21,208.41	72,097.59	77%	8%
Total	2,583,528.00	2,144,267.13	439,260.87	17%	8%
Water/Sewer Fund					
Water/Sewer	1,054,277.00	912,882.23	141,394.77	13%	8%
Wastewater Treatment	253,377.00	258,905.21	(5,528.21)	-2%	8% ³
Total	1,307,654.00	1,171,787.44	135,866.56	10%	8%

Notes:

- ¹ - Administration Budget has 2% remaining due to inflated costs in Contracted Services, Departmental Supplies, and Advertising. Finance will be preparing inter-departmental budget transfers within the General Fund prior to fiscal year end to true up this budget deficit.
- ² - Parks and Recreation budget has 60% remaining due to expenses related to the Freedom Festival, cleaning services at the Community Center, and Community Center Repairs utilizing Township Grant funding not being utilized or incurred in the current fiscal year.
- ³ - Wastewater Treatment budget is over budget due to increased costs related to Sampling & Analysis and repairs from Contract Maintenance. City Manager and Finance have discussed this with WWTP Staff. These costs have returned to normal levels over the Spring, but not enough to offset the deficit that the department was already experiencing. Finance will be preparing inter-departmental budget transfers within the Water & Sewer Fund prior to year end to true up this budget deficit. A report of these transfers will be presented to Council during the next meeting.

Public Works Department

Monthly Report

May 2021

Water and Sewer Dept:

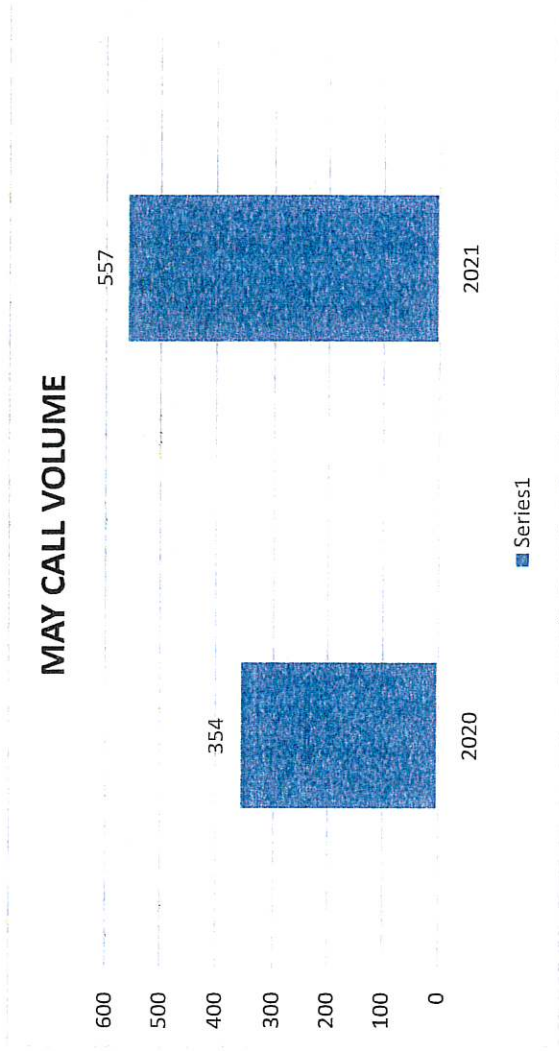
- Drilling lids and installing new meters.
- Water Leak-- Brymer Rd.
- Water Leak – Westover Rd.
- Water Leak – W. Second St.
- Water Leak – Avondale Rd.
- Water Leak – East Drive.
- Install two water and sewer taps on Lakeview Dr.
- Install sewer tap for Kia dealership.

Street and Stormwater Department:

- Crews worked to get the cemetery in nice shape for Memorial Day.
- City staff assisted with the set up for the Memorial Day service.
- Storm water crews collected trash and cleaned catch basins on W. First Street.
- Crews worked on sign maintenance. Several signs we did not have in stock have been ordered so repairs can be made.

2020	354	2020
2021	557	2021

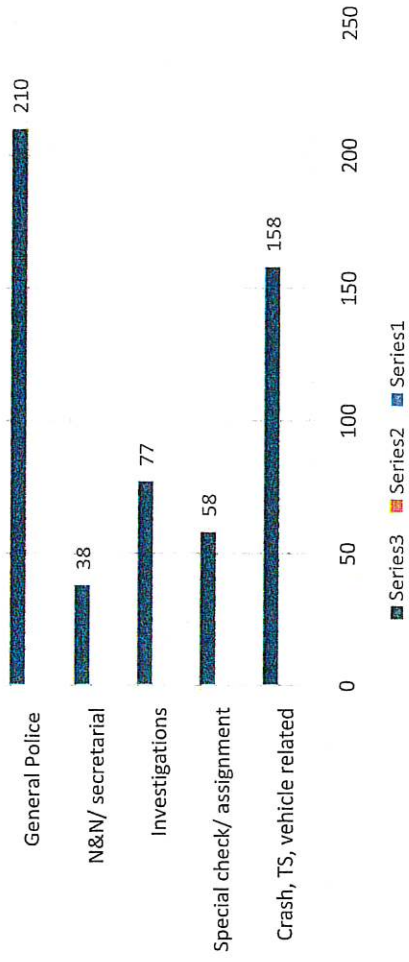
CALLS FOR MAY 2020 VS 2021



POLICE REPORT MAY 2021

Grouped call type	Value
Crash, TS, vehicle related	158
Special check/ assignment	58
Investigations	77
N&N/ secretarial	38
General Police	210
MAY	

VOLUME BY TYPE MAY



Parks and Recreation

May 2021 Monthly Report

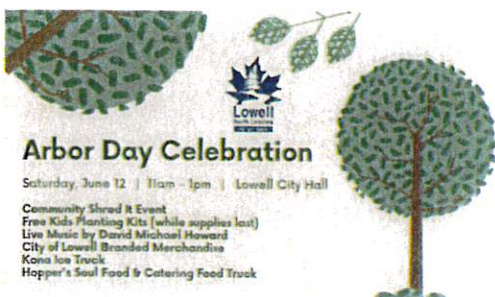
Events

Set up as a vendor at Red Bull event – sold merchandise

Memorial Day Service – 10am – Edgewood Cemetery

Co-hosted two Storytime in the Park events in May, 2 more to come in June

June 12 – Rescheduled Arbor Day Celebration – Shred It event, Hopper's Soul Food & Catering Food Truck, Kona Ice, City of Lowell Merchandise, free kid's planting kits



...IN THE PARK SERIES



Athletics

T-ball finished up May 15 with a pizza party and medals donated by S&L Creations.

General

Newsletter creation, ordering, mailing

General communications answering inquiries via phone, social media, email

Picking up trash, cleaning Community Center before rentals

New playground sign installed at Bob Bolick crediting playground sponsors

Meetings with Carolina Thread Trail, Tarik Marketing, and NC State Department Head for Parks and Rec Master Plan (June 2)

