



**CITY OF LOWELL  
COUNCIL MEETING AGENDA  
TUESDAY, DECEMBER 13, 2022, 6:00 P.M.**

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- 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 October 11, 2022 **(p. 1-7)**
- 6. SPECIAL PRESENTATION**
  - A. Resolution RS13-2022 for Chad Hawkins, Sherriff of Gaston County **(p. 8)**
  - B. Resolution RS14-2022 for 2022 Gaston County Principal of the Year, Principal Kristin Kiser of Lowell Elementary School **(p. 9)**
- 7. CONSENT AGENDA**
  - A. Planning Department and GIS Report **(p. 10-14)**
  - B. Public Works Report **(p. 15)**
  - C. Finance Department Report **(p. 16-18)**
  - D. Police Department Report **(p. 19-20)**
  - E. Parks and Recreation Report **(p. 21-22)**
  - F. Consideration to Renew Ms. Jessica Holbrook and Ms. Anne Massey for Additional LCC Term **(p.23)**
  - G. Approval of Requested Revisions to Newell Brands Economic Development Agreement (EDA) by Gaston County EDC **(p. 24-36)**
- 8. NEW BUSINESS**
  - A. Adoption of 2023 Schedule of Meetings and City Holidays **(p. 37)**
  - B. Adoption of FY 23-24 Budget Calendar **(p. 38)**
  - C. Consideration of Amended ARPA Grant Project Ordinance **(p. 39-41)**
  - D. Consideration of Demolition Bids and Selection of a Demolition Contractor for the selected structures at 1602 N. Main Street Parcel ID# 127479 **(p. 42-43)**
  - E. Consideration of Resolution RS12-2022 of Intent to Close a Public Street as it Relates to a Portion of Taylor Avenue **(p. 44-59)**
  - F. Consideration of LDO Text Amendment ZA22-04 for Article 13 Streets, Section 13.6-1 **(p. 60-62)**
  - G. Discussion and Consideration to Amend the Lowell Code of Ordinances Chapter 50 Garbage and Refuse Collection and Disposal **(p. 63-64)**

- H. Discussion and Consideration of I-85 Widening (I-5719) Betterment Costs (p. 65-67)
- I. Consideration of Appointment of Bill Knox to the Lowell Community Committee (LCC) (p. 68-73)
- J. Consideration of Awarding Construction Contract for Community Center Exterior Remodeling CDBG-NR Project (p. 74-75)

**9. CITY ATTORNEY REPORT**

**10. CITY MANAGER REPORT**

**11. MAYOR AND CITY COUNCIL GENERAL DISCUSSION**

**12. CLOSED SESSION**

- A. To Discuss the Acquisition of Real Property Pursuant to NCGS 143-318.11(a)(5)
- B. To Consider Approval of Closed Session Minutes from:

**2021**

January 12  
 February 9  
 March 9  
 April 13  
 June 8  
 July 13  
 August 10  
 September 14  
 October 12  
 November 9  
 December 28

**2022**

January 11  
 March 29  
 April 12  
 May 10  
 July 11  
 September 13  
 October 13

**13. ADJOURN**

# MINUTES

Lowell City Council

Regular Meeting

Tuesday, November 8, 2022, 6:00 P.M.

## I. CALL TO ORDER – Mayor Sandy Railey

Mayor Railey called the meeting to order at 6:00p.m. A quorum was determined to be in place. Those attending in-person were Mayor Pro-Temp Travis Smith, Councilmembers Candy Funderburk, Thomas Gillespie, and Joanna Fulbright. Councilmember Phil Bonham was not in attendance. City staff attendance included City Manager Scott Attaway; Planning Director, Joe Gates; City Attorney, John Russell Jr; Finance Director, Lisa Nolen; Police Chief Carl Moore; Sgt Jeff Harrison; GIS Analyst Todd Stroupe; Public Works Director, Thomas Shrewsbury; and City Clerk Cheryl Ramsey. The meeting was teleconferenced to the public and the agenda and meeting materials were made available on the city's website as well as in-person. Members of the public were also present.

## II. INVOCATION / PLEDGE OF ALLEGIANCE

Councilmember Gillespie did the invocation, then led everyone in the Pledge of Allegiance.

## III. ADOPTION OF AGENDA FOR THIS MEETING

Mayor Pro Temp Smith made a motion to accept the agenda adding New Business 7E, seconded by Councilmember Gillespie. The vote was unanimously in favor.

## IV. PUBLIC COMMENTS

A. Houston Helms of 136 Berry Mountain Rd, Cramerton, NC came to make council aware of a 501c(3) project regarding the refurbishing of the Baltimore Village School, a historically Black one room schoolhouse built in the 1920's and the last one in the county. Mr. Helms is socializing this project across all municipalities to make sure all elected officials know of this effort. He started a fundraising campaign of \$300-400k to return the building to its original state. He stated it has been recognized by the Gaston County Historical Preservation Commission and looking to put the efforts with the State Commission group as well. He will keep us posted. His wife, Anita added that they are also pursuing the entire neighborhood to be considered a historic district. This consists of about 25 houses. They then distributed some flyers to review.

## V. APPROVAL OF MINUTES

A. Minutes from Council Meeting held October 11, 2022. Councilmember Funderburk made a motion to approve the minutes, seconded by Councilmember Fulbright. The vote was unanimously in favor.

## VI. CONSENT AGENDA

- A. Planning Department and GIS Report
- B. Public Works Report

- C. Finance Department Report
- D. Police Department Report
- E. Parks and Recreation Report

Mayor Pro Temp Smith made a motion to approve the consent agenda, seconded by Councilmember Funderburk. The vote was unanimously in favor.

## VII. NEW BUSINESS

- A. Discussion of New Banner Poles on McAdenville Road. Presented by Mr. Attaway showing a map created by Todd Stroupe, GIS Analyst, of locations to add additional banner poles on McAdenville Rd. The Lowell Community Center (LCC) has asked the council to have this done under the beautification line item of the budget. He stated there has been new information presented since this agenda was sent out. The initial concern with staff was that the beautification line item of budget was going to run out of money after this project and the Christmas tree and cemetery sign is done; however, another vendor was located that is \$2,000 less than the original quote and \$25 less for banners. He wanted to get council's thoughts.

Councilmember Funderburk asked why was there going to be a problem with the funding if we [Council] transferred money during the budget for approximately \$7200 to the LCC for beautification purposes. Mr. Attaway said we did not budget the new banners for that amount. \$7200 was transferred, doubling the beautification budget during last work session to \$14,700, but that doesn't account for nearly the \$10,000 in banner poles expense. He thinks we can move things around to make it work. Councilmember Funderburk asked how many banner poles that would be. Mr. Attaway said 12. Councilmember Funderburk asked if any solar poles were found or poles that can be lit up. Mr. Attaway said no. Councilmember Fulbright asked if all the money in the budget line item will be spent on the poles. Mr. Attaway said at the time the agenda was done, it would have used all of the funds but now with the new vendor providing their quote, there will be a remaining balance of about \$2000-2500 allowing for other projects. Other projects in the original line item also include the large Christmas tree and the smaller ones at the track [of Harold Rankin Park], the cemetery sign and Thomas scaled down his need for Christmas lights so that freed up some funds to purchase all and stay under budget. There aren't any large projects that need to be done so he thinks it would be ok to proceed on this request. He also believes beautification would also include way finding signage (decorative directional signs) but that was budgeted within the Streets department which does not affect the line item. Councilmember Funderburk asked will the banners be up in December. Mr. Attaway said he was not given a specific time, but the holidays are slowing down plus Public Works would have to find time to install them. DOT has already given the city permissions needed. It was agreed by council to move forward. No vote was necessary.

- B. Update on McCord Park – presented by Mr. Attaway. He stated the next agenda item is the budget amendment using ARPA funds to finish this project. Some of the additional items left are the ADA compliant parking, benches, and accessibility, concrete steps, sidewalk, slab for the stage, tree planting and landscaping, and shade structures. The shade structure itself is about a 6-week lead time for installation. He said it looked like the end of the year/beginning of next year to complete the project. Councilmember Funderburk asked if we will still have the Christmas tree. Mr. Attaway said yes, the tree should arrive on the 16<sup>th</sup>. Mayor Railey asked if we decided on



structure. Mr. Attaway said the vendor made a recommendation for a forest green canopy and tan poles [he showed Council an example].

- C. Budget Amendment #1 FY2022-2023 Budget presented by Mr. Attaway. The amendment was provided to all noting the increase in cash of \$55,000 from the ARPA funds. Councilmember Funderburk asked how much do we have left in ARPA funds? Lisa Nolen, Finance Director, stated that we have approximately \$900,000. Councilmember Fulbright made a motion to accept Budget Amendment #1 FY2022-2023 Budget, seconded by Mayor Pro Temp Smith. The vote was unanimously in favor.
- D. Consideration of Agreement Designating a Joint Historic Preservation Commission and Requesting that Gaston County Historic Preservation Act as a Certified Local Government -- presented by Mr. Attaway. He has received a memo from Jamie Mendoza Kanburoglu of the Gaston County Planning Department regarding the Historic Preservation Commission in Gaston County and their legal team drawing up an interlocal agreement with all municipalities. Mr. Russell explained the NC General Statute allows historic preservation commissions to nominate and designate historic properties and structures for recognition and tax breaks. A local designated structure gets 50% off local property taxes. There are statutes that allow for that, one being a joint historic preservation commission in a county that would serve the county and all municipalities. Members are appointed by county commissioners and are tasked with doing an inventory of historic properties and bringing reports to municipalities then the County Commission for designation. If changes are requested, an owner would have to bring that request to the joint board to do so. He gave the Baltimore Village, mentioned earlier, as an example of what was brought to Cramerton for approval then the Joint Historic Preservation Commission in 2018. The original preservation group goes back to the 1970s with some modified and some even lost. The State told the Historic Preservation Commission to update it and go back to the municipalities to get them to sign back on with the interlocal agreement. Mr. Attaway then directed councilmembers to the agreement within the agenda packet.

Councilmember Fulbright confirmed that once something is made historical, we don't tear it down. Mr. Russell said that in order to make any changes including tearing it down, the owner has to come to the County Historic Preservation Commission and seek approval, a Certificate of Appropriateness. With that it is usually just for changes, add an awning for example. To tear it down the commission has the right to delay demolition for up to 365 days to seek alternatives to tearing the building down. If it is torn down, there is a recapture of taxes for three years that will be owed.

Mr. Russell explained the cons to joining the commission. He said the main issue is if you want to make changes to the exterior of the building. The Commission doesn't tell you what you can do on the interior but changes to exterior must have permission and consistent with the architectural, history and integrity of the building. Usually, it is not a problem, but it is a requirement. He also mentioned that designation to the join the commission is solely the property owner's responsibility. It is not forced upon them by the commission to register their property as historic. Councilmember Gillespie asked if this is the commission that Lucy Penninger, who helped with the Flats Plaque, steers? Mr. Attaway said it was.

Councilmember Funderburk then made a motion to consider the agreement designating a Joint Historic Preservation Commission and requesting that Gaston County Historic Preservation Act as a Certified Local Government. It was seconded by Mayor Pro Temp Smith. The vote was unanimously in favor.

- E. Consideration of Master Services Agreement with Coldwell Banker Commercial MECA presented by Mr. Attaway. He gave a brief background including how municipalities often contract with real estate brokers to assist with buying and selling properties and general real estate advising and consulting needs. Staff would like to have a commercial real estate broker assist them with (select) future property purchases and Sales. Sam Kline, Real Estate Broker with Coldwell would help with these matters. He has attended Master Plan meetings and Mr. Attaway has communicated with him over several months about the market and things going on in Lowell and Gaston County and how that effects the city. He has recently talked with him regarding the option of purchasing some property for future growth of city facilities and entering into a Master Service Agreement so they can provide those services to us. He stated that Mt. Holly and Bessimer City uses them for their Master Service Agreement and were very pleased.

Councilmember Funderburk asked that if we are not going to use them until we buy or sell property, why are there monthly charges? Mr. Attaway said we are only billed when we use them and asked Mr. Kline to elaborate. Mr. Kline stated that this wording is in place for something that would require his consistent attendance or ongoing advice. He said he has worked for Mt. Holly for four years and Bessimer City for one year, and that issue has never come up to pay monthly charges. It is a place holder for extended time on an issue out of the ordinary work done.

Councilmember Gillespie asked what property does Lowell have for sell? Mr. Attaway said we don't have any for sell and wouldn't pay anything to Mr. Kline until we do. Councilmember Gillespie said what properties do you know of that we have for sell. Mr. Attaway said none. Councilmember Funderburk asked if we could buy property without Mr. Kline's assistance? Mr. Attaway said yes but there may be some properties that we would want representation since neither he nor the attorney are real estate agents. Councilmember Gillespie said maybe we need to take more time to look at this proposal and table it until December since he was just made aware of it three hours ago.

Councilmember Fulbright asked the benefits of this agreement. Mr. Kline explained first that even though there are other real estate brokers in the area, there aren't many who specialize in commercial properties as he does. His firm is probably the only one. The benefit is that in the past staff would reach out to him and ask about a property. He would do some research and evaluate that then staff would take his listing agreement in front of Council to see if they wanted to use his services to list one specific piece of property. It would then go to the City Attorney who would make changes if necessary. Then go back to Council to vote to approve it and he would list the property. He said that process was taking at least 6-8 weeks and frustrating members that it was taking too long and wanted to speed up the process. The City of Mt. Holly nor Bessimer are obligated to use him but if they do, he would attend a council meeting and comment on a piece of property, they vote and the next day he could execute the agreement quickly and put it to market. This would cut down the process to put something on the market or to acquire properties quicker. Councilmember Fulbright then asked if there is a retention fee. Mr. Kline said no and thinks the

fee that they read is only in place when he would need to be compensated and the commission doesn't take care of that. Mr. Attaway said the fee would be when and if we had a large task for him, i.e. getting multiple properties in order to help with the Downtown Master Plan to get a larger tract of land where he would send an invoice for billable hours, not the day-to-day questions.

Councilmember Gillespie said he is not against doing this but thought it should be tabled to December to give Council time to review. Mr. Kline said he was fine with that and that Mt. Holly is who he has had the most experience with. He then gave some examples of what he has worked on with them. Councilmember Fulbright said it is easier to work with someone when you have a good relationship with them. She thinks this is a good idea and thanked Mr. Kline for all the information he provided but also ok on tabling the topic to the next meeting. Mr. Kline said can come back in December and answer any questions councilmembers had. Councilmember Fulbright asked if he would be the contact specifically for us. Mr. Kline said yes.

Councilmember Gillespie then made a motion to table this until the December council meeting to think about it. Mayor Pro Temp asked Mr. Attaway if he researched this for the best options for the city. Mr. Attaway said yes. Mayor Pro Temp said we go to Mr. Attaway for this type of things and agree with his decision. Mr. Attaway said he has had this information for about 30 days but staff hadn't had time to get to it. He received new information and wanted to get this executed so, if approved, Mr. Kline could attend tonight's closed session to give Council some advice; however, he is also fine with it going to December. Councilmember Gillespie didn't think December was a long time and doesn't like to rush into subjects and he would like more time. Councilmember Fulbright asked Councilmember Gillespie if he wants more time to look at other firms. He said no he just wanted more time to review the proposal for himself. He asked her if she had a problem rushing into it. She said she was fine with it now, having heard Mr. Kline talk about it and knowing that Mr. Attaway researched it.

With the motion on the floor (a second is not required) to table this, a vote was taken with Councilmember Gillespie voting yes and Councilmembers Funderburk and Fulbright and Mayor Pro Temp voting no. Councilmember Funderburk then made a motion for 7E that we go into the Master Services Agreement with Coldwell Banker Commercial MECA, seconded by Mayor Pro Temp Smith. Councilmember Gillespie asked how long the contract lasts? Mr. Kline said generally two-year period but could be tailored however you want. He said if you don't want to do business with him, you do not have to call him. Mr. Attaway said we can sell a piece of property ourselves if we want to and nothing is forcing us to work with Mr. Kline. Mr. Kline added that the City of Mt. Holly added a clause that the City can fire him without cause and suggested City of Lowell do the same. With no other discussion the vote was Councilmembers Funderburk and Fulbright, and Mayor Pro Temp Smith for and Councilmember Gillespie against.

#### **VIII. CITY ATTORNEY REPORT – No updates**

#### **IX. CITY MANAGER REPORT – Presented by Mr. Attaway**

- A. Stormwater – Mr. Attaway asked Council to let him know dates they are available for the elected officials workshop required for the Stormwater MS14 permit in Charlotte, NC. He will let Council know before January 1, 2023 on the official date selected.

- B. Auditor Update – He stated we are nearing the end of the audit because the auditors have requested the management discussion and analysis section that he is currently working on. He said the city did not meet the October 1<sup>st</sup> deadline but we are set to meet the December 1<sup>st</sup> one. Mrs. Nolen stated that the deadline wasn't met due to Yellow Book requirements for the grant funds we have. This takes more time to complete.
- C. Budget FY24 – He is working on 3–5-year multi-year outlooks and will set up times to meet with Department Heads for planning this month. Next month he plans for Council to adopt the budget calendar of all the retreat dates and then the Council meeting dates.
- D. Utility Billing Payment platform is scheduled to go live December 1. Letters done by Lisa Nolen, Sue Lowe, and Pam Church will be mailed to every water service customer informing them of the upcoming changes where the toll-free number will go away. Polimorphic, the new provider, is estimating March 2023 for when they will add a toll-free number to their service. We are still taking in person and drop box payments. ACH payments will not be affected. Mrs. Nolen said with Polimorphic, the city can have multiple options to pay. She then talked about the ACH payment options that can be done with our system.
- E. Reminder that the 2023 GBA [Gaston Business Association] Economic Forecast breakfast is this Thursday, November 10 and that he and Councilmember Gillespie will be attending.

## **X. MAYOR AND CITY COUNCIL GENERAL DISCUSSION**

Councilmember Gillespie stated that the community-wide Thanksgiving service will be held November 22, 2022 at 7pm at the Church of God and he invited all to attend.

Councilmember Funderburk stated she had some citizens call her about Cobb St being closed because of NorthPoint. The callers said they requested a road to be closed and were told there is a fee of \$2000 fee to do so [corrected to \$1000 by Mr. Gates] and doesn't think they should have to pay for it to be closed with all the upcoming traffic. Thinks the street should be closed by the City not the developer. She thinks there will be a problem with Cobb St. She also thinks there will be short-cut issues with Railroad St. Councilmember Fulbright asked what the \$1000 covers? Mr. Gates said a couple months ago, it was approved to update the fee schedule. State statute says we have to do a certain number of advertisements in the newspaper for four consecutive weeks and there are costs associated with staff time, including time reviewing and researching (looking at traffic patterns, utilities affected, etc), lawyers' cost, and the cost of mailing all affected residents. He stated that the General Statute also states the applicant has the burden of providing surveys to the city for support to close or not to close.

Mayor Railey asked Councilmember Funderburk if she talked to them and she said she thought they were going to come tonight but did not. Councilmember Funderburk asked if the city can close it? Mr. Attaway said we still have to do all those things mentioned. He said it can be brought to the next council meeting to see if they want staff to go that route where the burden will then be on the city and we would have to cover those costs. Councilmember Funderburk said we are always transferring money to help other things, why couldn't we do this if it helps the entire city. Mayor Railey said shouldn't the people that live on the street be here tonight? Councilmember Funderburk said they have called her and Scott but doesn't know who else they may have called. She said when they were told they had to pay to do so, they were very upset and she is too. Mr. Attaway said the residents have not filled out an application yet. Mayor Pro Temp Smith asked what a road closing would do to Fire, Police and Public Works? Councilmember Fulbright said we can't appease only

two people to close a street. Mr. Attaway added that the engineers, Public Works, Fire, Police would look at the street as larger vehicles would have to back out of the street to exit. There are no right ways or a cul-de-sac to turn around in. This would all have to be considered for the city to close street. There was no further discussion.

Councilmember Funderburk then stated that she is very pleased with everything going on with the Parks being renovated.

Councilmember Fulbright said McCord Park looks really nice. Mayor Railey thanked everyone for coming. Regular meeting ended at 7:17pm

**XI. CLOSED SESSION**

A. Mayor Pro Temp Smith made a motion to go into closed session, seconded by Councilmember Fulbright at 7:17pm. The vote was unanimously in favor.

Mayor Pro Temp Smith made a motion to come out of closed session, seconded by Councilmember Funderburk. The vote was unanimously in favor.

B. **ADJOURN** – Motion to adjourn was made by Councilmember Funderburk, seconded by Mayor Pro Temp Smith. The vote was unanimously in favor. Adjourned at 8:18pm

ATTEST:

\_\_\_\_\_  
Sandy Railey, Mayor

\_\_\_\_\_  
Cheryl Ramsey, City Clerk



**RESOLUTION RECOGNIZING THE NEW GASTON COUNTY SHERIFF**

**RESOLUTION NUMBER: RS13-2022**

**WHEREAS**, the City of Lowell is seeking to recognize former City of Lowell Councilmember, Chad E. Hawkins as the newly elected Sheriff for Gaston County; and

**WHEREAS**, Mr. Hawkins was raised in the City of Lowell and served as a police officer for the City of Lowell Police Department for three years; and

**WHEREAS**, Mr. Hawkins experience lead him to serve as a Gastonia Police Sergeant and ultimately to the Chief of Police for both Cherryville, NC and Belmont, NC, all contributing to 29 years in law enforcement; and

**WHEREAS**, Mr. Hawkins faithfully served on the City of Lowell Council from December 2001 to March 2013; and

**WHEREAS**, during his tenure on the City Council, Mr. Hawkins consistently displayed appreciation and support of staff and employees of the City, and sought to improve working conditions and provide resources to assist employees in meeting the need of the citizens; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOWELL** that on behalf of the citizens we hereby recognize and congratulate with our sincere appreciation and gratitude to Chad E. Hawkins for his election to the sheriff's seat for Gaston County:

THIS RESOLUTION, adopted on the 13th day of December, 2022.

\_\_\_\_\_  
**Sandy Railey, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Cheryl Ramsey, City Clerk**



**RESOLUTION RECOGNIZING THE GASTON COUNTY PRINCIPAL OF THE YEAR**

**RESOLUTION NUMBER: RS14-2022**

**WHEREAS**, the City of Lowell is seeking to recognize City of Lowell Elementary School Principal Kristen Kiser as the 2022-23 Principal of the Year; and

**WHEREAS**, Ms. Kiser graduated from Western Carolina University with a bachelor's degree in elementary education, a master's degree in remediation/elementary education from Francis Marion University and a master's degree in educational leadership from Winthrop University; and

**WHEREAS**, Ms. Kiser began her teaching career in Waynesville, NC and came to Gaston County in 2002 after teaching in South Carolina; and

**WHEREAS**, Ms. Kiser previously served as Principal at Bessemer City Primary, Pinewood Elementary, and Rankin Elementary; and

**WHEREAS**, Ms. Kiser will represent Gaston County School in the regional competitions for 2022-2023; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOWELL** that on behalf of the citizens we hereby recognize and congratulate Kristin Kiser for what she does to support children, encouraging them to learn, grow, and thrive as the 2022-23 Gaston County Principal of the Year:

THIS RESOLUTION, adopted on the 13th day of December, 2022.

**ATTEST:**

\_\_\_\_\_  
**Sandy Railey, Mayor**

\_\_\_\_\_  
**Cheryl Ramsey, City Clerk**



**To:** Scott Attaway, City Manager

**From:** Joe Gates, Planning Director

**Date:** Thursday, December 8, 2022

**Re:** Monthly Department Update

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**Code Enforcement:**

- (3) Minimum Housing Inspections completed in November. Once violation list is received from Gaston County, then Notice of Violation letters will be sent to the property owners and hearings scheduled to review each case with the property owners per the Minimum Housing Ordinance.
  - 201 S. Clay
  - 501 Robinson
  - 401 Birch
- (2) Minimum Housing Access Letters sent. Property owner has replied and will be scheduling inspections in the coming weeks for both addresses.
  - 2 Stowe Street
  - 2.5 Stowe Street
- (2) Nonresidential Building Maintenance access letters sent. Property owner has replied, and inspections will be scheduled in the coming weeks for both addresses.
  - 101 E. First Street
  - 100 N. Main Street
- (3) Nuisance letters sent
  - 30 Stowe St.
  - 1313 North Main Street
  - Tagged Junk car on E. 2<sup>nd</sup> Street
- (1) Enforcement Action taken against 307 S. Church.
  - Public Works sent a crew on 12/7/2022 to begin removal of junk and debris in the front and side yards. A second trip will be needed to remove the large items in the back yard. Staff will coordinate with the Public Works Director.
- Staff joined Minimum Housing Committee for Gaston County. First meeting was held on November 17<sup>th</sup> to discuss to possibility of a county wide minimum housing standard. Many jurisdictions in Gaston County have outdated ordinances that need to be modernized. Committee will attempt to meet monthly to bring ideas and solutions that can be beneficial to all communities in Gaston County.



### **Zoning:**

- 3 zoning permits processed this month
- Staff is continuing to review site plans and plats as they are submitted. The 1<sup>st</sup> round of comments were sent to the developer of the Lowell/Groves Street Townhomes (near Choice Beverage) for their Preliminary Plat submittal.
- Staff created new monthly recurring meeting to review site plan, plats, rezoning, etc. This group of staff is now known as the Technical Review Committee (TRC) and will meet on the 3<sup>rd</sup> Wednesday of each month at 10am in City Hall. Reviewers include staff from Planning, GIS, Engineering, Police, Fire, Public Works, Transportation Planning (MPO) and NCDOT(if applicable). First meeting was held on 11/16/2022.
- Staff met with 2 citizens this month to discuss potential new businesses and developments. No plans have been made submitted to date.

### **Planning:**

- Staff attended the GCAMP (Gaston County Area Municipal Planners) meeting this month.
- Staff received (2) Submissions this month. Planning Board met on Tuesday, December 6<sup>th</sup>, 2022 to review the text amendment. The Board voted unanimously to approve the proposed text amendment. Street Closure request will be placed on City Council agenda for 12/13/2022 to request a public hearing be set.
  - Text Amendment - Article 13 Streets, Section 13.6-1
  - Request for Right-of-Way Street Closure - Portion of Taylor Ave behind Kate's Skating Rink.

### **Stormwater:**

- Staff attended the Regional Stormwater Partnership of the Carolinas Quarterly Meeting (11/2/2022)
- Inspected 716 N. Main Street. Request made by resident concerning erosion in the backyard. No violation was found, but information was provided to citizen to contact Gaston County Soil and Erosion for more information.



**To:** Scott Attaway, City Manager

**From:** Todd Stroupe, GIS Analyst

**Date:** December 7, 2022

**Re:** City of Lowell Geographic Information System (GIS) Updates

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### GIS and Mapping

- Coordinated annexation survey drawings search with Gaston County and Pulte for NC Land Records map request.
- Updated potential banner pole locations along McAdenville Road map based on NCDOT feedback.
- Purchased external GNSS Receiver to use in stormwater and other future field data collection projects.
- Provided Labella Associates with needed annexation and street information to update Powell Bill map.
- Generated “Roads Impacted” by water line maintenance map for November 21 Facebook Post.
- Assisted in creating downtown business vacancy materials for Montcross Chamber of Commerce.
- Converted GIS to CAD files and provided CAD files to Metrocology for Downtown Lowell Plan.
- Generated participant line-up map for the Lowell Parade.
- Generated parade route map for the Lowell Parade.

### Meetings and Events

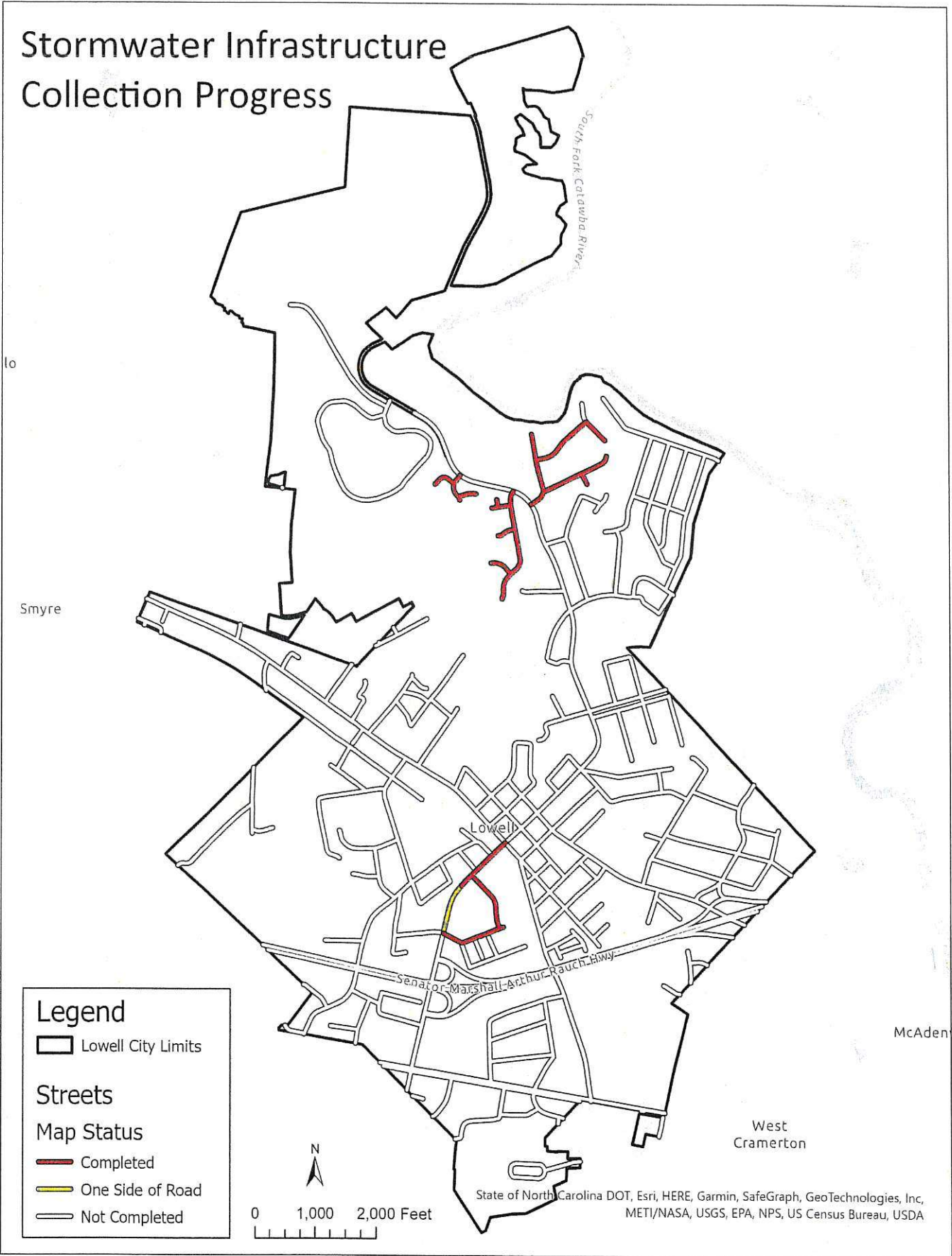
- Attended NCGICC Outreach Meeting in Asheville
- Attended Matthews-Belk South Fork River Corridor announcement event at Gaston Community Foundation.
- Attended NCAUG GIS Symposium in Hickory
- Attended Lowell Technical Review Committee meeting.
- Attended Beacon Project meeting.
- Attended meeting with Montcross Chamber of Commerce.
- Attended GLCMPO Comprehensive Bicycle and Pedestrian Infrastructure Inventory Workgroup Zoom Meeting.

- Attended NCDEQ meeting for chemical plant property.
- Participated in River Heights site visit to walk propose trail alignment with Labela.

### Stormwater

- 2022 River Sweep of South Fork River.
  - 10 participants/volunteers
  - Collected 220 pounds of garbage.
- Attended NCDEQ Turbidity Control Webinar.
- Kelly Hendrix, Regional Stormwater Educator with the Regional Stormwater Partnership of the Carolinas (RSPC) contributed Stormwater Department with the following:
  - Generated fertilizer awareness flyers in English and Spanish.
  - Designed Stormwater Logo for Trash Truck.
  - Decorated Stormwater Christmas Tree for Trees at the Track.
- Continue to work on the 2023 (Permit Year 2) MS4 Self-Assessment.
- Continue MS4/stormwater infrastructure mapping of **inlets, outlets/outfalls, conveyance structures (pipes, ditches, etc.), and flow directions.**
  - **Inlets** – A catch basin, curb inlet, or other drop-type structure constructed to direct stormwater into storm sewers or other underground drainage systems.
    - Information collected for **Inlets** includes *inlet type, basin dimensions and material, basin depth invert, material, and basin conditions.*
  - **Outlets** - The point at which water discharges from a stormwater pipe or drain.
  - **Outfalls** - A point of water discharge from a pipe or drain into a water body.
    - Information collected for **Outlets/Outfalls** includes *the type of outlet point, pipe diameter, any illicit discharge, and condition of outlet or ditch.*
  - **Conveyance Structure** - A pipe, open channel, ditch, or other facilities that transport stormwater runoff from one location to another.
    - Information collected for **Conveyance Structures** includes *conveyance type, pipe material, pipe diameter, condition of pipe or ditch, and flow direction.*
    - **Flow Direction** is the direction (north, west, east, or south) of movement of stormwater either across a surface or within a conduit.
  - Progress of mapping since October 1, 2022:
    - 260 total features collected:
      - 120 Inlet points
      - 17 Outlet/Outfall points
      - 123 Conveyance (pipes, ditches, etc.) lines
    - 37.3 miles of roadway in Lowell City Limits to map:
      - 2.15 miles of road completed
      - 0.16 miles one side of road completed
      - 35 miles of road not completed

# Stormwater Infrastructure Collection Progress





**To:** Scott Attaway, City Manager

**From:** Thomas Shrewsbury, Public Works

**Date:** Dec 7, 2022

**Re:** November monthly report

---

- Public Works assisted with improvements and maintenance in McCord Park.
- Street Department staff worked on cleaning up the cemetery for the holiday season.
- Water Dept crews repaired leaks at the following locations:
  - Replaced a bad service line on Rogosin Blvd.
  - Repaired a 6inch line on Phillips Street.
  - Repaired a 1-inch line at 309 Birch St.
- Water and Sewer staff worked to stay on top of Right of Way inspections and maintenance. Several lines were cleared of growth, cleaned out and inspected in areas that are hard to get to.
- Sewer Department staff continued working on cleaning drying beds out to make room for additional wasting at the Waste Treatment Plant.
- All staff worked towards getting Christmas lights prepared and installed.
- Street Department employees continued running leaf collection routes.
- Water and Sewer Department employees worked closely with developers to complete installation and inspections in Preston Place Subdivision. Improvements were required to accommodate River Heights and Lowell Woods developments.





**To:** Scott Attaway, City Manager

**From:** Lisa Nolen, Finance Director

**Date:** December 6, 2022

**Re:** Finance Update

---

**Utility Billing:**

Ongoing meetings, training, and implementation of new system for UB payments, credit card payments, new customer applications and customer terminations, website forms, project management processes and payments for miscellaneous items, such as zoning permits, development fees, etc.

Scanning all daily collection reports and updating Excel spreadsheets.

Completed most of the training for conversion to the updated Mueller/Sentryx Infrastructure Network System.

Continually troubleshooting issues to improve operations in MiNet digital system and equipment in the field. Monitoring meter alerts in Minet.

Working monthly with Planning Director on updating addresses and ownership information for processing Stormwater Management billing each month for occupied and non-occupied properties. Also working with Planning Director on adding new street addresses to Southern Software and MiNet system, so we can install meters at future development homes.

All other responsibilities include gathering readings and processing billing, posting payments, producing daily collection reports, producing daily credit card reports and transfers of funds to customer accounts, processing pool fill adjustments and leak adjustments for customers as needed, posting monthly ACH payments to customer accounts and producing reports for Finance Director, answering phones, compiling NSF letters to customers, compiling a wait list for second and third roll carts requested by customers, assisting customers with their various needs, ordering office supplies for all departments including the police dept, and assisting all City departments with other duties as needed.

**Finance:**

Ongoing meetings with Polimorphic for set-up and implementation of new system for forms and payments. Working with Utility Billing to help with new Polimorphic payment system. Creating processes as needed for tasks through Polimorphic. Updating Polimorphic staff with needed changes. Entering cash receipts and cash disbursements in Southern Software. Processing and paying bills weekly. Posting year-end journal entries received from CPA. Reconciling bank accounts. Completing other tasks as needed.

City of Lowell, North Carolina  
 FY 2023 Revenue Dashboard  
 9/30/2022

Type	Budget	YTD thru 9/30/2022	Budget Remaining	Percent Remaining	Percent of FY23 Remaining
<b>General Fund</b>					
General Fund	3,254,386.00	672,133.48	2,582,252.52	79%	75%
Water/Sewer Fund	1,696,082.00	365,071.70	1,331,010.30	78%	75%
Stormwater Fund	392,919.00	89,665.09	303,253.91	77%	75%
<b>Total</b>	<b>5,343,387.00</b>	<b>1,126,870.27</b>	<b>4,216,516.73</b>	<b>79%</b>	<b>75%</b>

Notes:  
 None

City of Lowell, North Carolina  
 FY 2023 Dashboard  
 9/30/2022

Department	Budget	YTD thru 9/30/22	Budget Remaining	Percent Remaining	Percent of FY23 Remaining
<b>General Fund</b>					
Administration	996,649.00	188,317.69	808,331.31	81%	75%
Public Safety	1,165,063.00	271,863.32	893,199.68	77%	75%
Public Works	355,212.00	51,933.10	303,278.90	85%	75%
Sanitation	334,202.00	91,051.57	243,150.43	73%	75%
Parks	315,260.00	45,042.32	270,217.68	86%	75%
Powell Bill	88,000.00	6,662.50	81,337.50	92%	75%
<b>Total</b>	<b>3,254,386.00</b>	<b>654,870.50</b>	<b>2,599,515.50</b>	<b>80%</b>	<b>75%</b>
<b>Water/Sewer Fund</b>					
Water/Sewer	1,313,222.00	337,383.83	975,838.17	74%	75%
Wastewater Treatment	382,860.00	65,352.21	317,507.79	83%	75%
<b>Total</b>	<b>1,696,082.00</b>	<b>402,736.04</b>	<b>1,293,345.96</b>	<b>76%</b>	<b>75%</b>
<b>Stormwater Fund</b>					
Stormwater	392,919.00	61,816.29	331,102.71	84%	75%
<b>Total</b>	<b>392,919.00</b>	<b>61,816.29</b>	<b>331,102.71</b>	<b>84%</b>	<b>75%</b>

Notes:  
None





**To:** Scott Attaway, City Manager

**From:** Carl Moore, Police Chief

**Date:** December 7, 2022

**Re:** Police Department Update

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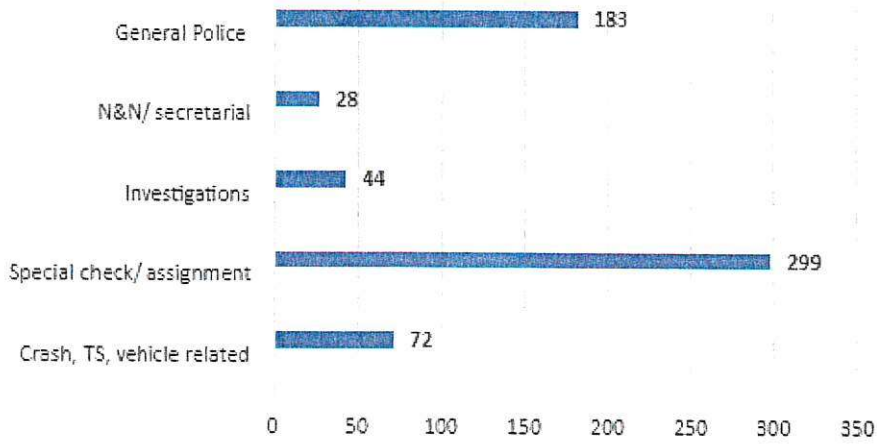
The Officers of the Lowell Police Department stayed busy through the month of November. We responded to 630 calls for service compared to 476 in November 2021, a difference of 154 calls. This trend is not surprising since our area continues to see a higher demand for police services. We are on pace to respond to more than 7500 calls for 2022.

Lowell Police Officers attended multiple training events through the month. One such event was our annual Blood Borne Pathogen/ Hazardous Materials/ CPR training. This training shows us how to be prepared to protect ourselves from illnesses that can be transmitted between humans. We also learned about what is new in the hazardous material field. CPR training makes sure we will be prepared to provide the best care we can to a person experiencing a cardiac arrest.

Kohl Scott, our first ever police cadet has passed the physical fitness requirements to become a law enforcement officer. He participated in the police officer's physical agility test, or P.O.P.A.T. as well as various other evaluated requirements. He is scheduled to take the state mandated written test the second week of December and then graduate basic law enforcement training (B.L.E.T.). After graduation, LPD administration will complete the state required paperwork and Mr. Scott will then be sworn into service with the Lowell Police Department.

Chief Moore (and director Cummings) graduated from Gaston Business Associations Leadership Gaston program. They attended class 2 Wednesdays of every month from September through November along with a service project. Chief Moore and Director Cummings make graduate 3 and 4 that currently work for the City of Lowell.

### NOVEMBER CALLS BY TYPE



### Call history by year

2022- 630

2021- 476

2020- 373



**To:** Scott Attaway, City Manager  
**From:** Cristy Cummings, Parks and Recreation Director  
**Date:** December 1, 2022  
**Re:** Parks and Recreation Monthly Report

---

**Events:**

- Advertising and day-of coordination for Veteran's Day Lunch
- Advertising and day-of coordination for Riversweep
- Advertising and day-of coordination for Senior Thanksgiving Lunch
- Planning and advertising for Tree Lighting Ceremony
- Planning and advertising for Christmas Parade
- Planning and advertising for Photos with Santa
- Planning and advertising for Trees at the Track
- Safety meeting with PD regarding Christmas Parade
- Putting lights on the trees for Trees at the Track, decorating select trees
- Purchasing lights and decorations for City's official Christmas Tree

**Athletics:**

- Daily communications with Woodlawn on registrations
- Coordinated basketball drafts for ages 7 and up
- Communications with parents on basketball updates, drafts, and information for ages 3-6 that do not participate in drafts
- Purchased 5' basketball goal to match Woodlawn's goal for games and Public Works assembled it.
- Picked up 15 donated basketballs from Holbrook Middle School, added air to them
- Created practice schedules and coordinated with Woodlawn
- Emailed practice schedules to all parents
- Email rosters to all coaches, continuously emailing roster updates for adds/drops
- Communication with Belmont, Gastonia, and Cramerton on each of the leagues we are playing in. Scheduling of home games and coordinating with Woodlawn on available dates

**General:**

- Parks and Recreation Director graduated Leadership Gaston on November 30
- Picked up trash
- Cleaning bathrooms

- Cleaning Community Center
- Updating letterboard at Harold Rankin Park
- Creation of content for LCC's Citizen's Academy Night
- Preparation and attendance of LCC meeting
- Setting up and breaking down net for Pickelball Thursdays at Bob Bolick Park
- Maintaining field rental schedule and invoicing for McAdenville Dolphins and Strikers Soccer Club
- Coding invoices, updating department budget spreadsheet
- Updating website for departments
- Creating social media content



**To:** Scott Attaway, City Manager

**From:** Cristy Cummings, Parks and Recreation Director

**Date:** December 7, 2022

**Re:** Consideration to Renew Ms. Jessica Holbrook and Ms. Anne Massey for Additional Term

---

In September of 2022, both Ms. Jessica Holbrook and Ms. Anne Massey filled two terms on the Lowell Community Committee that were set to expire in December of 2022. Staff is requesting to renew both of their terms as of January 1, 2023 with a December 31, 2025 expiration.

**NORTH CAROLINA  
GASTON COUNTY**

**ECONOMIC DEVELOPMENT  
AGREEMENT**

This ECONOMIC DEVELOPMENT AGREEMENT dated as of the \_\_\_\_ day of \_\_\_\_\_ 2022, is entered into by and between GASTON COUNTY, a political subdivision of the State of North Carolina (the "County"), the CITY OF LOWELL, a municipal corporation of the State of North Carolina (the "City") and NEWELL BRANDS DISTRIBUTION, LLC, a Delaware limited liability company authorized to do business in the State of North Carolina (the "Company").

**W I T N E S S E T H:**

WHEREAS, the Company proposes to lease, construct, equip and occupy a facility in the Gateway 85 Park located in Gaston County, North Carolina, ("Property"), so that the Company can establish a logistics facility (the "Facility") at a cost of approximately \$135 million dollars of investment in land, building and equipment by the Company in consideration of certain incentives to be provided to the Company by the County and the City, and other inducements, all as more fully described herein; and

WHEREAS, pursuant to the Local development Act of 1925, North Carolina General Statutes §158-7.1, and the County's and City's policies on economic development incentive grants, the County and City have determined, after each having conducted a public hearing thereon, to provide certain incentives to the Company as more particularly described herein, in order to to induce the Company to complete construction of the Facility and certain other improvements upon the Property, to locate certain equipment upon the Property, and to provide certain high quality jobs at the Facility; and

WHEREAS, N.C. Gen. Stat. §160D-1001 (2021) authorizes the City to enter into Development Agreements, subject to the procedures and limitations as provided by Article 10 of Chapter 160D for various purposes which include but are not limited to creating community opportunities; promoting long term-commitment of private and public resources and capital; and carefully coordinating the planning, financing and construction of developments; and, further, as set forth in the provisions of N.C. Gen. Stat. §160D-1001 through §160D-1012, such above-referenced procedures and limitations include approval of the development agreement by the governing body of the local government by Ordinance after a duly noticed public hearing; and



WHEREAS, the parties desire hereby to document their respective commitments, and, to the fullest extent permitted by North Carolina law, contractually bind them thereto; and

WHEREAS, it is anticipated that the Company's capital investment in and at the Property and its operations thereat will generate (i) significant ad valorem tax, sales tax and other revenues to the County; (ii) ad valorem tax, sales franchise/excise/ and/or fees; (iii) an increase in commercial activity through new construction; (iv) new jobs for City residents at a minimum wage rate as described herein; and (v) a process or plan for maximizing private investment in the Property and surrounding parcels; all of which revenue sources and benefits constitute a material part of the financial basis for the County and City entering into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree, and contract as follows:

**1. The Facility.** The Company proposes to lease the Property (as more specifically defined and describe on Exhibit 2 attached hereto) and complete construction of the Facility and other improvements and locate and maintain upon the Property equipment and other personal property, representing a combined investment of not less than **\$135,000,000**. The Company currently expects to complete upfitting of the Facility not later than five (5) years after the occupancy of the Property. The County's lawfully-appointed tax assessor, finance officer or finance director and other duly authorized and designated County officials charged with carrying out this Agreement on behalf of the County and City and having a need to know shall have the right to examine Company's records at the location where such records are customarily kept from time to time on reasonable notice and at reasonable times as may be necessary to verify Company's investments in the Facility to include machinery & equipment. ~~Subject to the provisions of Subsection 10(a) below, the Company's failure to make any specified investment or operate the Facility for a specified period shall not (i) constitute a default hereunder nor result in any obligation to repay or reimburse any annual grant payment made hereunder or (ii) constitute a covenant or condition broken whereupon the County and City shall be relieved of their obligations to convey the Property to the Company or make any grant payment identified in Section 3 or Section 4 below or provide any other inducement described herein.~~

**2. Grants.**

### **Gaston County/City of Gastonia Incentive Grant**

Based upon the Company establishing a logistics facility and subject to performance by the Company of the terms and conditions of this Agreement, the County and City will pay to Company a standard Level IV grant from any lawfully available funds not otherwise restricted, for a period of ten (10) consecutive years starting with the County's fiscal year ending **June 30, 2023 or 2024**, annual economic development

incentive grants (each a “Grant”). For purposes of convenience only in quantifying the benefit to the County and City, the amount of each annual Grant shall be measured by and equal to the applicable percentage set out below of the ad valorem taxes actually paid by the Company to the County and the City, as the case may be, on the assessed tax value of the Facility according to the Company’s “Business Personal Property” and “Real Property and Personal Property” listings as filed for the Facility and the Property for the corresponding period.<sup>1</sup> As pursuant to County’s and City’s published guidelines describing their respective Investment Grant Programs (see **Exhibit 1** herein), Company will be expected to complete a grant application no later than **April 15, 2024**, being the year following the Company’s selected calendar base-year initiating its incentive grant term with County and City. **County and City confirm that Company has at its sole discretion made the decision to file its grant application initiating its grant base-year term either by April 15, 2023 (for calendar year 2022) or by April 15, 2024 (for calendar year 2023).**

**TABLE A**

<b>Applicable Percentage</b>	<b>Based on Facility and Property Assessed Value as of 202_</b>
85%	2023
85%	2024
85%	2025
85%	2026
85%	2027
70%	2028
70%	2029
70%	2030
70%	2031
70%	2032

3. **Additional grants and inducements.** The City and County additionally agree to provide the following grants and inducements to Company from lawfully available funds not otherwise restricted for the applicable project costs as set forth in this section 3 and expressly incorporated herein by reference.

<sup>1</sup> The Real Property Investment Grant shall be paid only to the entity responsible for paying the real property taxes, as determined by the County’s lawfully appointed tax assessor or other designated officials, Company, and any Landlord or property owner, it being the expressed intention of the Parties that the total Investment Grant applicable to the real property shall not exceed the applicable percentage of Real Property Assessed Value as set forth in Table 2-A.



(i) Business Retention and Expansion Program

The County EDC agrees to provide a central point-of-contact for any future expansions contemplated by Company involving existing industry issues which might need to be addressed on Company's behalf. This would include but not be limited to training, incumbent worker programs, utility upgrades and vendor support. The County EDC's Existing Industry Coordinator shall be designated as the initial point of contact. Once the Company's Facility is established, the County's Existing Industry Coordinator agrees to conduct periodic visits to the plant to ensure that the Company's expectations of local and State support have been met.

(ii) Project Coordination

The County also agrees to provide the following assistance to Company:

(a) Permitting: Upon project announcement, a designee from the County EDC and the City will assemble a project team to meet with the Company's design and construction administration team at a location and time of Company's choice.

(b) Recruitment and Training: The County shall cause a designee from the County EDC to facilitate meetings between Company, the North Carolina Employment Services Division, Gaston County Workforce Development Board, and the North Carolina Community College System to initiate the activities of recruitment and training of employees on behalf of the Company. These activities are standard State of North Carolina programs administered and delivered by local agencies.

4. **Conditions.** During each of the years that the Company is eligible for incentive Grants, the Grants for each year will be paid to Company in accordance with the schedule set forth in Section 2 Table A. The County and City will only be obligated to make incentive Grants for a given year if the Company is then current in its payments of all taxes, and only after the Company has made its ad valorem tax payments to the County and City for the year for which incentive Grants are payable under this Agreement, and the Company has paid and complied with its other obligations and duties to the County and City set forth herein. The payment of all taxes due the County and City as a condition to eligibility for Grants in any year during the Grant term is a material condition of this Agreement and shall not be construed as implying or suggesting that the County or City is reimbursing to the Company any or all of any annual ad valorem taxes collected from the Company. Additionally, Company shall not be entitled to receive Grants for any year after completion of the Facility during which the Company fails to operate the Facility. For the purposes of determining whether the Facility has been operated during any given year, temporary interruptions in operations necessitated by inclement weather,



utility disruptions, repairs, replacements, and ordinary and necessary service shall be disregarded in accordance with the force majeure provisions of Section 9.

5. **No Pledge of Faith and Credit.** No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County or City within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration hereof are in all events reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the County or City within the meaning of the North Carolina Constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's or City's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

6. **Assignment.**

(a) Except as provided in the following provisions of this Section 6 or otherwise set forth in this Agreement, no party shall assign its rights hereunder.

(b) Notwithstanding the foregoing, the Company may assign its rights hereunder to any entity that it controls, that controls the Company or that is under the common control of another with the Company.

(c) Nothing in the foregoing shall be interpreted or construed to prohibit the Company (or any permitted assignee under Subsection 6(b)) from engaging in a sale-leaseback transaction or using, or permitting the use of, the Property or any portions thereof by or for the benefit of third parties under leases, subleases, licenses, contracts, or other arrangements satisfactory to the Company (or its permitted assignee under Subsection 6(b)) in its sole and absolute discretion. The Company will give the County and City at least 30 days' prior written notice of any assignment hereunder.

7. **Default and Termination.** Except as otherwise provided in this Agreement, in the event of any breach of any terms or conditions of this Agreement, by either Party to this Agreement, or any assignee or successor, such Party shall, upon written notice, proceed immediately to cure or remedy the breach. In the event action is not taken or not diligently pursued, or the breach not cured or remedied within a reasonable time, the aggrieved Party may by written Notice terminate this Agreement and all further liability hereunder, or in the alternative may institute proceedings necessary or desirable in its opinion to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations.

8. **Disclaimers.** The Company acknowledges that neither the County nor City has designed the Facility, neither the County nor City has supplied any plans or specifications with respect thereto, and neither the City nor the County: (a) is a manufacturer of, or dealer in, any of the component parts of the Facility or similar



facilities: (b) made any recommendation, given any advice or taken any other action with respect to (1) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Facility or any component part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Facility or any component part thereof or any property or rights relating thereto at any stage of the construction thereof: nor (c) made any warranty or other representation, express or implied, that the Facility or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Company intends therefor, or (iii) is safe in any manner or respect.

The County and City make no express or implied warranty or representation of any kind whatsoever with respect to the Facility or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Facility's ability to perform any function; or any other characteristic of the Facility; it being agreed that the Company is to bear all risks relating to the Facility, the completion thereof and the transactions contemplated hereby and the Company hereby waives the benefits of any and all implied warranties and representations of the County and City as they may relate to the foregoing. Nothing herein is intended to contradict or make void any warranty or representation made in the land Contract.

The provisions of this Section shall survive the Agreement's termination.

9. **Controlling Law.** This Agreement is entered into pursuant to the laws of the State of North Carolina and shall be construed and enforced thereunder.

10. **Force Majeure.** If by reason of acts of God, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, inability to obtain materials, or similar unexpected events including, without limitation, supply chain disruption, the Company is unable to complete the construction and related undertakings called for herein, or if same is delayed as a result of such event or events, then the parties hereto agree to extend the time period that the County and City will be obligated to make the payments and provide the incentives described herein to a date to be mutually agreed upon by the parties hereto based upon the gravity and duration of such unexpected event.

11. **Defaults; Remedies; Dispute Resolution and Cooperation.**

(a) In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Superior Court of Gaston

County, North Carolina or the United States District Court for the Western District of North Carolina. The County and City further agree to reasonably assist the Company to the extent permitted by law in its present as well as future applications for any incentives, grants and programs that may be or, alternatively, become available from the County, the City and/or the State, and that the County and City will cooperate with the Company in its defense (should any defense ever be necessary) of this Agreement and/or the incentives granted hereunder, so as to support and in no way undercut same. The Company also agrees to reasonably cooperate with the County, the City and other North Carolina, federal and municipal authorities in any such efforts. In the event that any of the incentives or other agreements of the County or the City are determined to be invalid, the County and City agree that they will, to the extent permitted by law, reasonably provide the Company with any permitted incentives of substantial equal value pursuant to one or more replacement incentive grant programs.

**12. Notices.**

(a) Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon the first to occur of (i) actual receipt by the intended recipient, or (ii) the third (3rd) business day after it is properly deposited in the United States mail via certified mail, return receipt requested.

(b) Each party's address to which such Notices shall be delivered is listed below:

(1) If to Company, to

c/o Newell Brands  
6655 Peachtree Dunwoody Road  
Atlanta, Georgia 30328  
Attn: Legal Department

with copies to:

Newell Brands  
Attn: RE Lease Administration  
29 E. Stephenson Street  
Freeport, IL 61032

Newell Brands  
Attn: Real Estate Department  
301 Merritt 7 Corporate Park – 5th Floor  
Norwalk CT 06851

(2) If to County, to



Gaston County Government Offices  
Attn: County Manager  
P.O. Box 1578  
Gastonia, NC 28053

- (3) If to the City, to  
City of Lowell  
Attn: City Manager  
101 West First Street  
Lowell, NC 28098

(c) Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties five (5) business days prior to the effective date of such change.

13. **Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next Business Day.

14. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then (a) such determination shall not invalidate or render unenforceable any other provision of this Agreement; (b) such provision shall be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms hereof, together with such reconstructed provision, shall constitute the parties' entire agreement hereof.

15. **Amendments.** This Agreement shall not be changed except in writing and signed by all the parties.

16. **Binding Effect and Effectiveness.** Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. The County represents and warrants that it has approved this Agreement and the terms and incentives hereunder, and that the same are in compliance with any economic development or other policies or applicable legal authorities, and that the terms and incentives hereunder have been, and this Agreement shall further be conditioned upon it being stamp-certified as having been, pre-audited in order to comply with the budgetary accounting requirements (if any) that apply, under the Local Government Budget and Fiscal Control Act or otherwise. Such certification is set forth at the end of this Agreement and must be signed by the Finance Officers for the County and the City.

17. **Liability of Officers and Agents.** No official, officer, agent or employee of the County, the City or Company shall be subject to any personal liability or accountability by reason of the execution or performance of this Agreement or any other documents related to the transactions contemplated hereby. Such officials, officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such official, officer, agent or employee from the performance of any official duty provided by law. Nevertheless, the parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding upon the party represented by them, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members, and the successors and assigns of each of them.

18. **Publicity.** Neither the County nor City shall make any public announcement of the entering into of this Agreement or the terms and conditions hereof without the prior written consent of the Company.

19. **Recordation.** Pursuant to N.C. Gen. Stat. § 160D-1011, the Company shall record this Agreement with the register of deeds in Gaston County within fourteen (14) days after execution.

20. **Entire Agreement.** This Agreement, together with any exhibits attached or referenced herein, reflects and contains the entire and only agreement between the Parties relating to the subject matter herein. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects relating to the Property, its development, any available Investment Grants or other issues provided for herein. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

21. **Counterparts.** This Agreement may be executed in any number of separate counterparts. Each executed counterpart shall constitute an original, but all of them taken together shall constitute a single instrument.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

NEWELL BRANDS DISTRIBUTION LLC  
a Delaware limited liability company

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

GASTON COUNTY

By: \_\_\_\_\_  
Chad Brown, Chairman  
Gaston County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Donna S. Buff,  
Clerk to the Board of Commissioners

This instrument has been pre-audited to the extent, and in the manner, required by the "Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
Gaston County Finance Officer, on behalf of the County

Approval as to form:

\_\_\_\_\_  
Assistant County Attorney

This Agreement was approved by the Gaston County Board of Commissioners at its meeting held the 22<sup>nd</sup> day of June, 2021.



**CITY OF LOWELL**

By: \_\_\_\_\_  
Sandy Railey, Mayor

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

This instrument has been pre-audited to the extent, and in the manner, required by the "Local Government Budget and Fiscal Control Act".

\_\_\_\_\_  
City of Lowell Finance Officer

Approval as to form:

\_\_\_\_\_  
City Attorney

**LIST OF EXHIBITS TO BE ATTACHED**

- Exhibit 1 Investment Grant Programs
- Exhibit 2 Site Plan and/or description of the Property



# City of Lowell

101 W First Street, Lowell, NC 28098

## 2023 COUNCIL MEETING DATES

January 10, 2023	July 11, 2023
February 14, 2023	August 8, 2023
March 14, 2023	September 12, 2023
April 11, 2023	October 10, 2023
May 9, 2023	November 14, 2023
June 13, 2023	December 12, 2023

## 2023 HOLIDAY CLOSINGS

Martin Luther King, Jr. Birthday .....	Monday, January 16, 2023
Good Friday .....	Friday, April 7, 2023
Memorial Day .....	Monday, May 29, 2023
Independence Day .....	Tuesday, July 4, 2023
Labor Day .....	Monday, September 4, 2023
Veteran's Day (Substitute).....	Friday, November 10, 2023
Thanksgiving .....	Thursday/Friday, November 23/24, 2023
Christmas.....	Friday/Monday/Tuesday, December 22/25/26, 2023
New Year's Day .....	Monday, January 1, 2024

# Budget Calendar FY 2023-24



January

- Manager and Department Heads meet to formulate goals by department to accomplish for the upcoming fiscal year and a 5-Year financial outlook of all departments.
- Department Capital Budget Requests Due to Manager
- **January 26** – City Council Planning Retreat

February

- Prepare Revenue Projections and Baseline Budget
- **February 6** – Department Budget Requests Due to Manager
- **February 10** – City Council Planning Retreat

March

- **March 3** – City Council Work Session

April

- **April 6** – Optional work session if needed

May

- **May 9** – Manager to present balanced budget to City Council and make available for public inspection

June

- **June 13** – Public Hearing for 2023-24 Budget (Possible Adoption)
- **June 20** – Special Meeting to adopt budget if not adopted at the June 13<sup>th</sup> regular meeting

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**AGENDA ITEM INFORMATION**

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**AGENDA ITEM #:** 8-C

**DESCRIPTION:** CONSIDERATION OF AMENDED ARPA GRANT PROJECT  
ORDINANCE

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Please see the attached amended ARPA Grant Project Ordinance. These revisions are pursuant the recommendations of Centralina Council of Governments and the Finance Director.

**Amended Grant Project Ordinance for the City of Lowell American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds**

**BE IT ORDAINED** by the town council of the City of Lowell, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The City of Lowell (Town) has received the first tranche in the amount of \$592,139.85 of CSLFRF funds. The total allocation is \$1,184,279.70, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

**Section 2:** The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Public Safety services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$609,279.70
			Benefits	\$200,000
002	Parks and recreation services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$20,000



003	General administration services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$315,000
004	Streets services for period of March 3, 2021 through December 31, 2024	6.1	Salaries	\$40,000
<b>TOTAL</b>				<b>\$1,184,279.70</b>

**Section 4:** The following revenues are anticipated to be available to complete the project:

**ARP/CSLFRF Funds:** \$1,184,279.70  
**General Fund Transfer:** \$ 415,000.00  
**Total:** \$ 769,279.70

**Section 5:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town’s Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 6:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 7:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

**Section 8:** This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this 13<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Sandy Railey, Mayor

Attest:

Attest As To Form:

\_\_\_\_\_  
Cheryl Ramsey, City Clerk

\_\_\_\_\_  
John Russell, City Attorney

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## AGENDA ITEM INFORMATION

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**AGENDA ITEM #:** 8-D

**DESCRIPTION:** CONSIDERATION OF DEMOLITION BIDS AND SELECTION OF A DEMOLITION CONTRACTOR FOR THE SELECTED STRUCTURES AT 1602 N. MAIN STREET PARCEL ID# 127479

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As you know, the City of Lowell took donation of the property located at 1602 N. Main Street, commonly known as Crompton and Knowles Chemical Plant. Subsequently, the City of Lowell received a \$2 million SCIF Grant from the State of North Carolina for building a Public Works facility at this location. Important to note, that a master plan was drafted, and the full redevelopment plans of this site include many recreation amenities in addition to the Public Works facility.

Demolition of the existing select buildings is priority in order to proceed with a public works facility and staff has received 3 qualified/responsible bids for this demolition through a formal bid process in accordance with NCGS. NCDEQ is aware of our progress in this project and staff will continue collaborative efforts with them to complete this project. Attached you will find a bid tabulation of the formal bid results.

Staff is asking for the City Council to select a demolition contractor.

Contractor Name	Total Lump Sum for Hazardous Materials Abatement for Buildings to Be Demolished	Lump Sum Cost for Demolition and Off-Site Disposal	Lump Sum Cost for Hazardous Materials Abatement in Buildings to Remain	Lump Sum Cost for Lead Based Paint Abatement in Buildings to Remain	Proposed Duration in Weeks	TOTAL COST
RCI	\$522,900.00	\$833,500.00	\$15,000.00	\$147,000.00	15	\$1,318,400.00
DH Griffin	\$654,700.00	\$598,000.00	\$37,000.00	\$85,000.00	20	\$1,374,700.00
Trifectia	\$277,000.00	\$587,000.00	\$31,000.00	\$44,645.00	9.5	\$959,645.00

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**AGENDA ITEM INFORMATION**

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**AGENDA ITEM #:** 8-E

**DESCRIPTION:** CONSIDERATION OF RESOLUTION RS12-2022 OF INTENT  
TO CLOSE A PUBLIC STREET AS IT RELATES TO A  
PORTION OF TAYLOR AVENUE

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Please see the attached memo from the Planning Director.





**To:** Scott Attaway, City Manager

**From:** Joe Gates, Planning Director

**Date:** Thursday, December 8, 2022

**Re:** Resolution of Intent to Close a Public Street

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City staff is requesting that the City Council, during their regularly scheduled meeting on December 13, 2022, set a Public Hearing for January 10, 2022. The request is for a petition that has been filed, pursuant to G.S. 160A-299, requesting the Lowell City Council to close and remove from dedication the following described street in City of Lowell jurisdiction.

Per G.S. 160A-299, the council shall:

1. Adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question.
2. The resolution shall be published once a week for four weeks prior to the hearing,
3. A copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and
4. A notice of the closing and public hearing shall be promptly posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation at the hearing,
5. Any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street for alley or in the subdivision in which it is located would thereby be deprived or reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley.
6. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

A copy of the application, adjacent property tax maps, proposed recombination plat and G.S. 160A-299 has been added to this agenda item for your reference.

**§ 160A-299. Procedure for permanently closing streets and alleys.**

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)



# Street Closing Petition

## Permanent Closing of Public Streets and Alleys

Planning and Development, Lowell City Hall | 101 West First Street | Lowell, NC 28098 | 704 617 0141

### Section A: Submittal Requirements

Please include all of the following (please check off) – If any information is missing from the petition package, you will be asked to complete the petition and re-submit. Carefully check the list below before submitting petition.

✓	<b>Filing Fee.</b> Please refer to the <a href="#">FY 2022-2023 Adopted Rates, Fee, and Charges</a> for the current fee. This fee is intended to cover a portion of the cost of review, advertising and public notification and recording recombination plats. The fee will be due at the time of application submittal. A copy of the fee schedule can be found at <a href="http://www.lowellnc.com">www.lowellnc.com</a>
✓	<b>Recorded Plat and Gaston County GIS.</b> The petitioner(s) must obtain a Gaston County Property map from <a href="#">Gaston County GIS</a> and a recorded plat from the Gaston County Register of Deeds, showing the existing roadway to be closed and all abutting properties. Both maps are required at the time of submittal.
✓	<b>Description of the Street or Alley.</b> The petitioner(s) must list the description of the street or alley (using the form on page 3 of this application, and give his/her name, address, city, state, zip code and telephone number).
✓	<b>List of Abutting Property Owners.</b> The parcel identification number, names and addresses of the property owners abutting the street right-of-way should be listed on page 4 and 5. The petitioner(s) should obtain the signature of each abutting property owner listed on the petition.

### Street and Alley Closing Process

In order to meet all legal requirements regarding closing a street or alley or abandoning a public right-of-way, petitioner(s) may wish to employ legal counsel and/or the services of a licensed professional surveyor. This will also assure property owners of clear title to the petitioned property if the City Council chooses to adopt a resolution to close the street.

Once the petition has been received, Planning Department will coordinate a review of the proposed street closing with other City Departments and local utility companies. City Administration will make a recommendation to the City Council. The Council will hold a public hearing, and then decide if the closing is in the public interest. If they determine that it is, they will pass a resolution closing the street or alley.

At this time, the abutting property owners may submit recombination plats showing the new property lines to Planning and Development, wherein they will be authorized for recording in the Gaston County Register of Deeds office.

### Mail Street Closing Petition with payment to:

City of Lowell  
101 West First Street  
Lowell, NC 28098

**Pay/Deliver in person: Lowell City Hall - 101 West First Street, Lowell, NC 28908**

**Email: [jgates@lowellnc.com](mailto:jgates@lowellnc.com)**



**Section B: Notice to Petitioners**

1	Please read the petition and all other information carefully, it is important that you understand what you are signing and how it will affect you.
2	Find your property on the enclosed map. Each lot is assigned a number and you must sign opposite the number that indicates your lot. If you own more than one affected property, you must sign beside each parcel listed that you own.
3	Make sure your deed and the petition map's road frontage correspond with one another. If there is a discrepancy, write the road frontage noted on your deed in the space provided on the petition.
4	Sign the petition as signed on the deed. If multiple owners, signatures must be listed in the same manner as on the deed.
5	If you are signing on behalf of a corporation, give your title and place your corporate seal over your signature.

**Note: Incorrect signatures are not binding on the petition and may cause delay in processing.  
If you have any questions, call the Planning Department at 704-617-0141. Please read the below excerpt from the North Carolina General Statutes that describes the process of law that must be followed by the City to close a street or alley.**

**N.C.G.S. 160A-299 Procedure for Permanently Closing Streets and Alleys**

a	When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.
b	Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.  No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.
c	Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.  The provisions of this subsection regarding division of right-of-way in street or alleys may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.



<b>d</b>	This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 13696.
<b>e</b>	No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto (1971, c. 698, s. 1; 1973, c. 426, s.47; c. 507, s. 5; 1977, c.464, s. 34).
<b>f</b>	A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.
<b>g</b>	The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 13696. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 13696 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015 G.S. 160A-- 103, s. 1.)

**Section C: Summary Information**

<b>1</b>	<b>Description of portions of street or alley (to be closed):</b>
<p>Being the portion of Taylor Ave. 30' Right of Way (R/W) East of Neely St. as described in Plat Book (P.B.) 72 Page (Pg.) 11 recorded in the Gaston County Register of Deeds, and being more particularly bounded and described as follows:</p> <p>Beginning at a 5/8" rebar at the Northwest corner of Thompson Reality Investment, LLC as described in Deed Book (D.B.) 4649 Pg. 66 (Tract II) and on the Eastern R/W of Neely St.; thence along the lines of said Thompson Reality Investment, LLC (Tract II) for the following courses and distances S 23°25'23" W a distance of 196.76' to THE TRUE POINT OF BEGINNING, said point being a 5/8" rebar; thence S 81°48'42" E a distance of 379.42' to a 5/8" rebar; thence S 11°22'11" E a distance of 31.84' to a 5/8" rebar; thence N 81°48'37" W a distance of 373.36' to a 5/8" rebar on the Northern line of Thompson Reality Investment, LLC as described in D.B. 3503 Pg. 121; thence with a curve turning to the left having an arc length of 31.44', having a radius of 20.00', having a chord bearing of S 53°12'53" W, having a chord length of 28.30', to a 5/8" rebar on the Eastern R/W of Neely St.; thence along the R/W of Neely St. N 08°15'23" E a distance of 38.03' to a point; thence N 23°25'23" E a distance of 12.41' to the point of beginning, having an area of 0.27 acres, more or less.</p>	

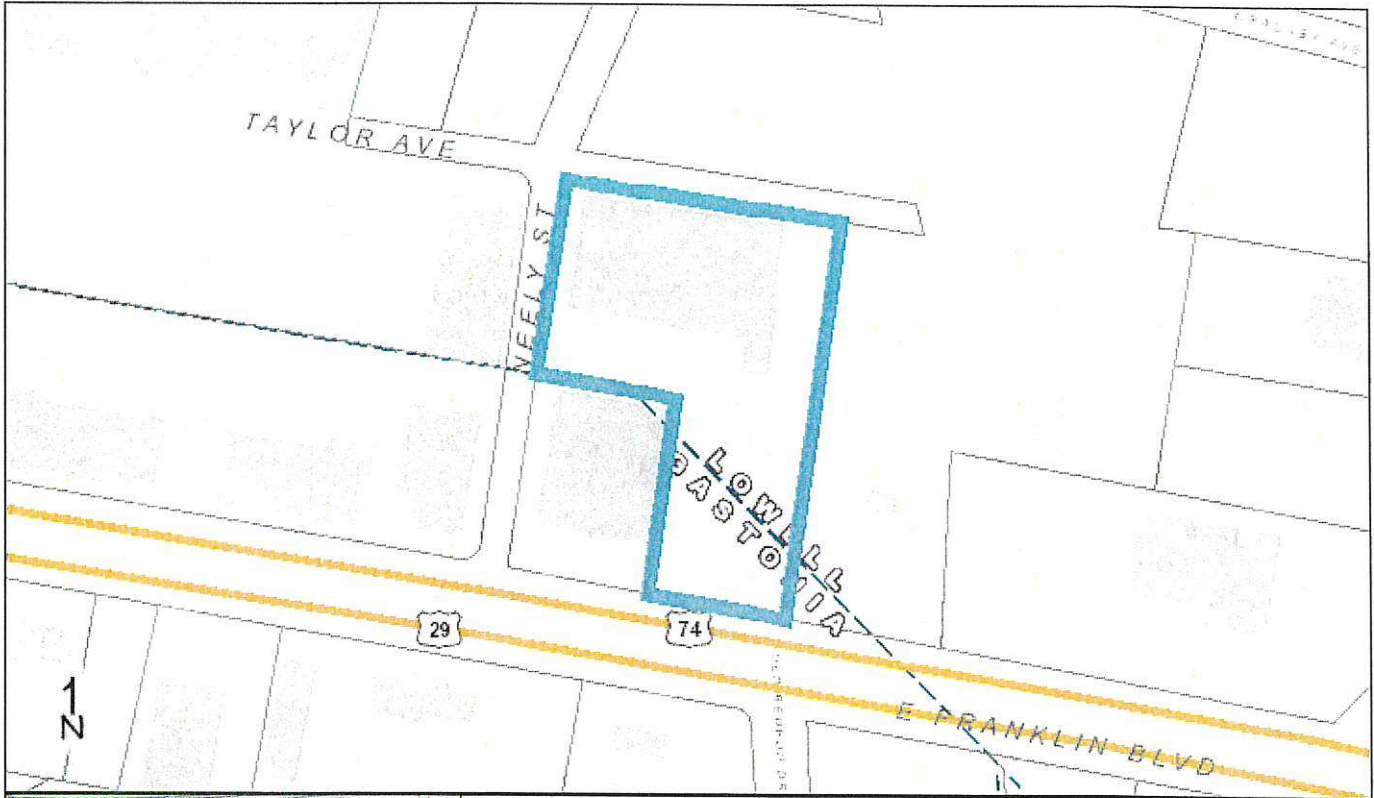
2	<b>Reason for closing the street:</b>
<p>Taylor Avenue is no longer a street that is in use in the Right-of-Way area referenced and thus it is currently serving no meaningful purpose as public Right-of-Way. The developer plans to redevelop the surrounding properties and will need the Right-of-Way area to add additional parking, utilities, and stormwater management systems during redevelopment. Due to the position of the Right-of-Way in reference to the surrounding properties, it will be nearly impossible to develop the properties together without the Right-of-Way being abandoned.</p>	

3	<b>This petition was submitted by:</b>	
Name <b>Micah Hatley</b>		
Mailing Address <b>2101 Magnolia Avenue S, Suite 100</b>		
City <b>Birmingham</b>		State <b>AL</b> Zip <b>35205</b>
Daytime Phone <b>205-397-0370</b>		Email <b>mhatley@fg-inc.net</b>
4	<b>Today's Date</b>	
5	<b>Gaston County Property Map</b> – Attached is a copy of the Gaston County Property Map showing the subject street or alley and surrounding properties (obtain from Gaston County GIS).	
6	<b>Recorded Plat</b> – Attached is a copy of the Recorded Plat showing the subject street or alley and surrounding properties (obtain from the Gaston County Register of Deeds).	
<p><b>We, the undersigned property owners</b>, owning land abutting the street or alley shown on the attached map, hereby petition the Lowell City Council to close and withdraw acceptance of dedication of such land for street purposes. The parcel identification numbers below refer to parcels as shown on the attached map.</p>		<b>Date of Map</b>
Parcel Identification Number <b>3575056327</b>		Road Frontage (from Deed) <b>4114 E Franklin Blvd.</b>
Property Owner <b>Thompson Reality Investments, LLC</b>		
Mailing Address <b>2334 Jefferson Avenue</b>		
City <b>Gastonia</b>		State <b>NC</b> Zip <b>28056</b>
Signature <i>Barbara Luce Thompson, Managing Member</i>		



Parcel Identification Number 3575058581		Road Frontage (from Deed) 4210 E Franklin Blvd.	
Property Owner Thompson Realty Investments, LLC			
Mailing Address 2334 Jefferson Avenue			
City Gastonia		State NC	Zip 28056
Signature <i>Barbara Suec Thompson, Managing Member</i>			
Parcel Identification Number		Road Frontage (from Deed)	
Property Owner			
Mailing Address			
City		State	Zip
Signature			
Parcel Identification Number		Road Frontage (from Deed)	
Property Owner			
Mailing Address			
City		State	Zip
Signature			

Parcel Identification Number		Road Frontage (from Deed)	
Property Owner			
Mailing Address			
City		State	Zip
Signature			
Parcel Identification Number		Road Frontage (from Deed)	
Property Owner			
Mailing Address			
City		State	Zip
Signature			
Parcel Identification Number		Road Frontage (from Deed)	
Property Owner			
Mailing Address			
City		State	Zip
Signature			
Parcel Identification Number		Road Frontage (from Deed)	
Property Owner			



**Primary Property Address**

4114 E FRANKLIN BLVD GASTONIA, NC 28056

**Tax Information**

**PARCEL #:** 128626  
**PIN #:** 3575056327  
**CURRENT OWNERS:** THOMPSON REALTY INVESTMENT LLC  
**MAILING ADDRESS:** 2334 JEFFERSON AVE , GASTONIA, NC 28056-6525  
**NBHD #:** LW006  
**NBHD NAME:** REDBUD/WILKINSON  
**TOWNSHIP:** SOUTH POINT TOWNSHIP  
**LEGAL DESC:** B L MCARVER BLK 1 L 36-41 05 014 050 00 000

**Tax Information**

**DEED BOOK:** 3503 **PAGE:** 0121  
**DEED RECORDING DATE:** 8/2/2002  
**SALES AMOUNT:** \$3,000,000  
**PLAT BOOK:** 007 **PAGE:** 072  
**STRUCTURE TYPE:** SKATING RINK  
**YEAR BUILT:** 1980  
**SQUARE FOOTAGE:** 26400  
**VACANT:** IMPROVED  
**BASEMENT:** NO  
**BED:** **BATH:** **HALF-BATH:**  
**MULTI-STRUCTURES:** NO  
**ACREAGE:** 2.15  
**TAX DISTRICT:** LOWELL CITY  
**VOLUNTARY AG DISTRICT:** NO  
**PROPERTY USE:** COMMERCIAL

**Tax Values**

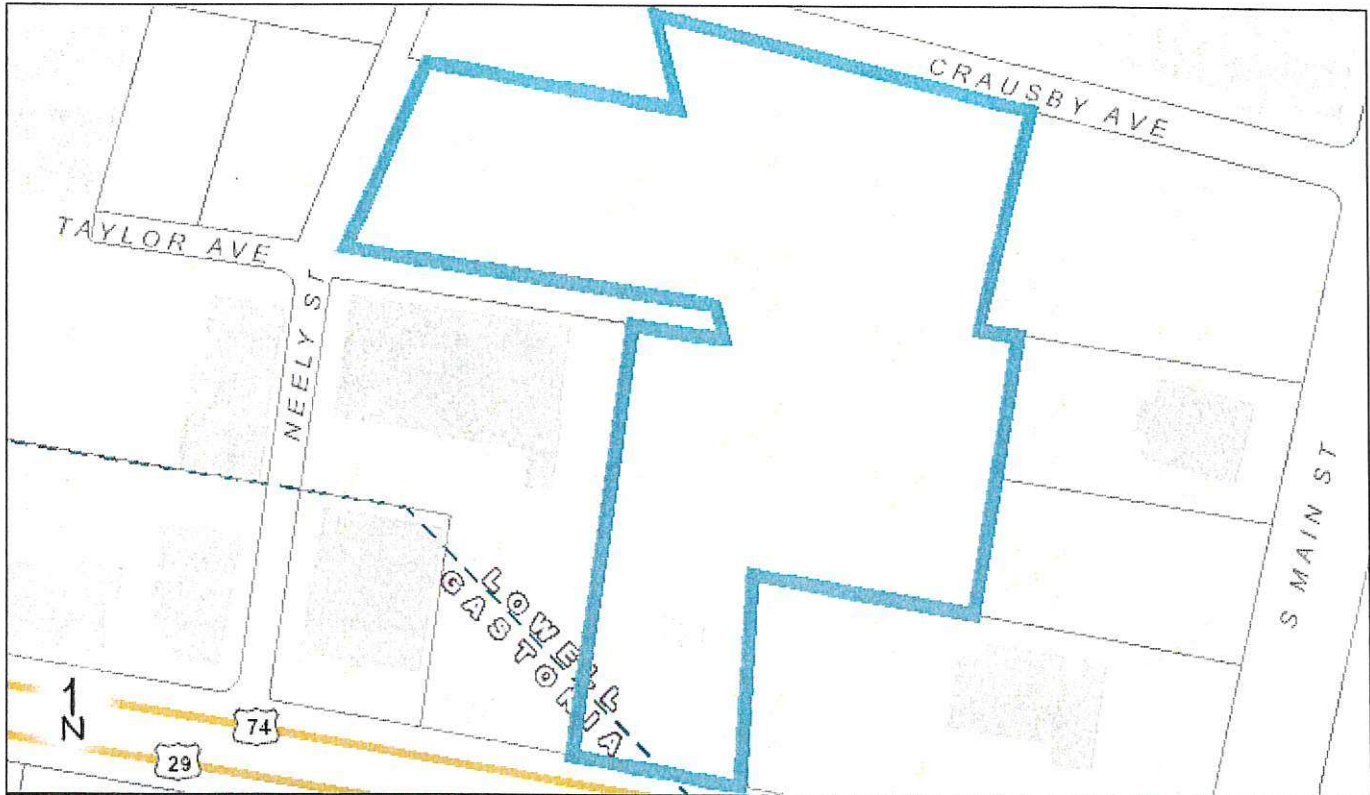
**MARKET LAND VALUE:** \$736,310  
**MARKET IMPR. VALUE:** \$774,550  
**MARKET VALUE:** \$1,510,860  
**FARM DISCOUNT:** NO  
**EXEMPTION:** NO  
**TAXABLE VALUE:** \$1,510,860

**Parcel Information**

**CITY LIMITS:** LOWELL  
**ETJ:** NOT IN ETJ  
**POLICE DISTRICT:** LOWELL  
**FIRE DISTRICT:** LOWELL  
**FLOOD:**  
**LOCAL WATERSHED:** CRAMERTON  
**CENSUS TRACT:** 313.02

**Disclaimer:** The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2019. - Document created for printing on 10/24/2022





**Primary Property Address**

4210 E FRANKLIN BLVD GASTONIA, NC 28056

**Tax Information**

**PARCEL #:** 221202  
**PIN #:** 3575058581  
**CURRENT OWNERS:** THOMPSON REALTY INVESTMENT LLC  
**MAILING ADDRESS:** 2334 JEFFERSON AVE, GASTONIA, NC 28056-6525  
**NBHD #:** LW006  
**NBHD NAME:** REDBUD/WILKINSON  
**TOWNSHIP:** SOUTH POINT TOWNSHIP  
**LEGAL DESC:** . 05 014 051 00 000

**Tax Information**

**DEED BOOK:** 4649 **PAGE:** 0066  
**DEED RECORDING DATE:** 12/18/2012  
**SALES AMOUNT:** \$1,100,000  
**PLAT BOOK:** PAGE:  
**STRUCTURE TYPE:** OFFICE - GENERAL  
**YEAR BUILT:** 1980  
**SQUARE FOOTAGE:** 1008  
**VACANT:** IMPROVED  
**BASEMENT:** NO  
**BED:** **BATH:** **HALF-BATH:**  
**MULTI-STRUCTURES:** NO  
**ACREAGE:** 6.02  
**TAX DISTRICT:** LOWELL CITY  
**VOLUNTARY AG DISTRICT:** NO  
**PROPERTY USE:** COMMERCIAL

**Tax Values**

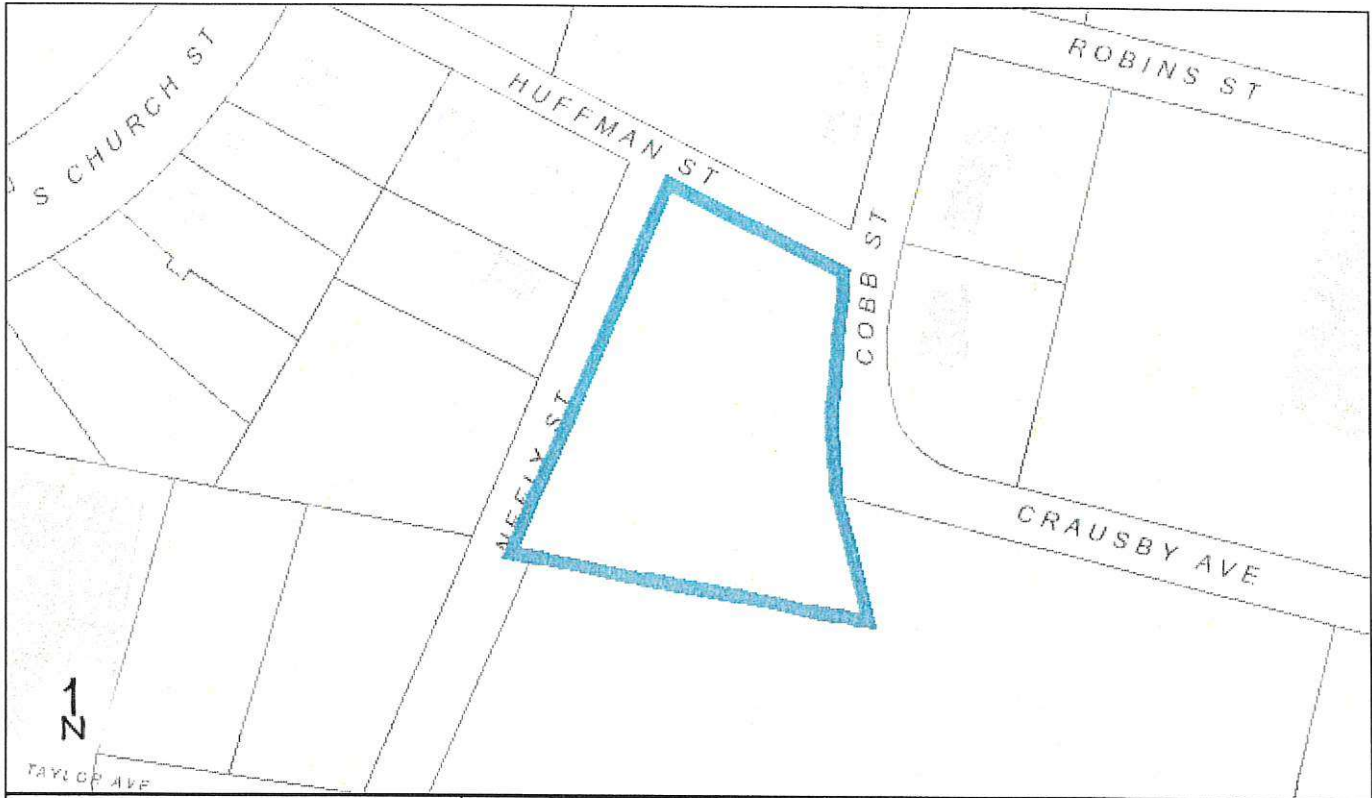
**MARKET LAND VALUE:** \$1,171,090  
**MARKET IMPR. VALUE:** \$77,950  
**MARKET VALUE:** \$1,249,040  
**FARM DISCOUNT:** NO  
**EXEMPTION:** NO  
**TAXABLE VALUE:** \$1,249,040

**Parcel Information**

**CITY LIMITS:** LOWELL  
**ETJ:** NOT IN ETJ  
**POLICE DISTRICT:** LOWELL  
**FIRE DISTRICT:** LOWELL  
**FLOOD:**  
**LOCAL WATERSHED:** CRAMERTON  
**CENSUS TRACT:** 313.02

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**Primary Property Address**

NO ASSIGNED ADDRESS

**Tax Information**

**PARCEL #:** 128618  
**PIN #:** 3575056898  
**CURRENT OWNERS:** THOMPSON REALTY INVESTMENT LLC  
**MAILING ADDRESS:** 2334 JEFFERSON AVE , GASTONIA, NC 28056-0000  
**NBHD #:** LW006  
**NBHD NAME:** REDBUD/WILKINSON  
**TOWNSHIP:** SOUTH POINT TOWNSHIP  
**LEGAL DESC:** . 05 014 038 00 000

**Tax Information**

**DEED BOOK:** 3533 **PAGE:** 0257  
**DEED RECORDING DATE:** 9/19/2002  
**SALES AMOUNT:** \$0  
**PLAT BOOK:** **PAGE:**  
**STRUCTURE TYPE:**  
**YEAR BUILT:**  
**SQUARE FOOTAGE:**  
**VACANT:** IMPROVED

**BASEMENT:** NO  
**BED:** **BATH:** **HALF-BATH:**  
**MULTI-STRUCTURES:** NO  
**ACREAGE:** 1.20  
**TAX DISTRICT:** LOWELL CITY  
**VOLUNTARY AG DISTRICT:** NO  
**PROPERTY USE:** COMMERCIAL

**Tax Values**

**MARKET LAND VALUE:** \$128,560  
**MARKET IMPR. VALUE:** \$0  
**MARKET VALUE:** \$128,560  
**FARM DISCOUNT:** NO  
**EXEMPTION:** NO  
**TAXABLE VALUE:** \$128,560

**Parcel Information**

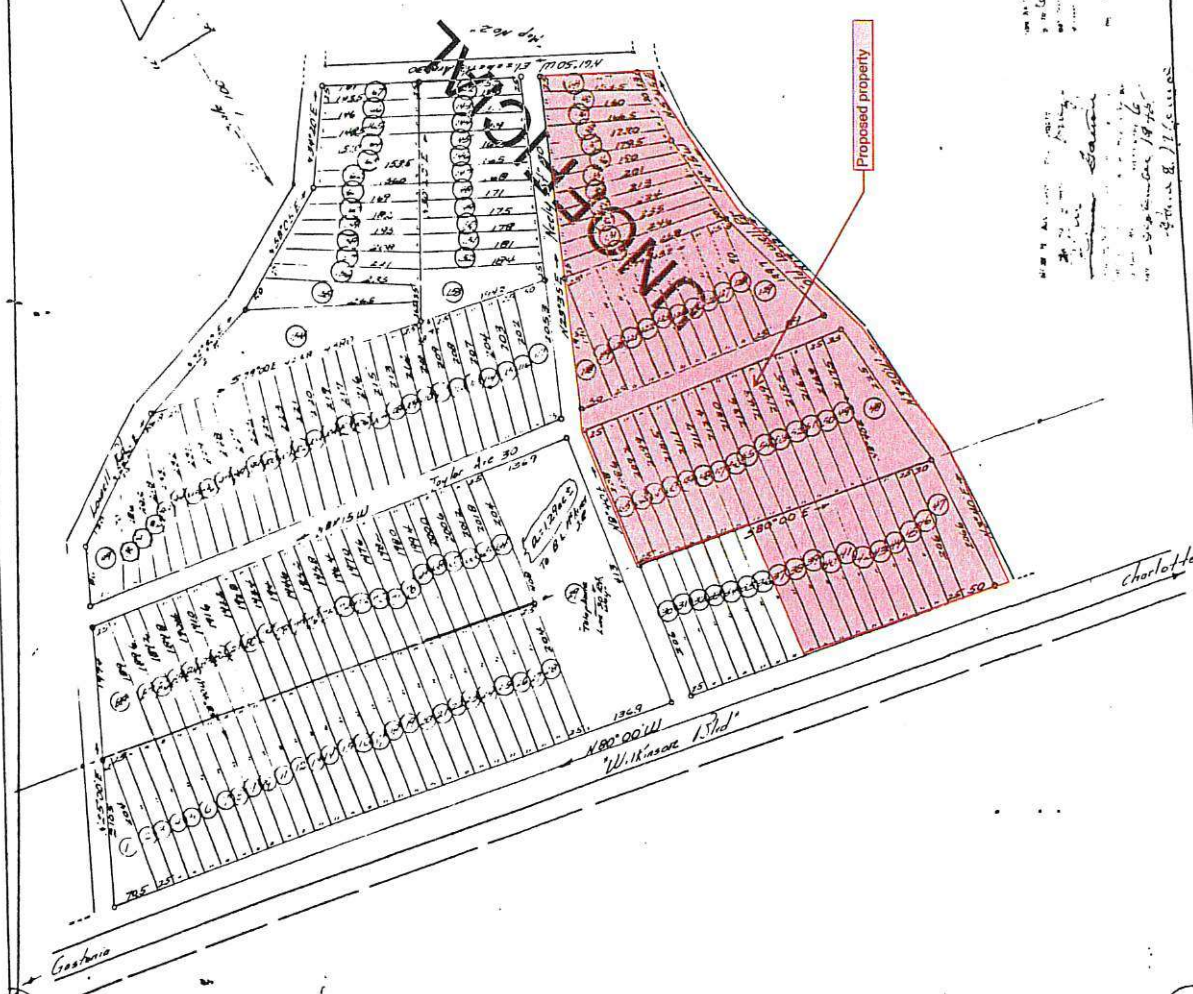
**CITY LIMITS:** LOWELL  
**ETJ:** NOT IN ETJ  
**POLICE DISTRICT:** LOWELL  
**FIRE DISTRICT:** LOWELL  
**FLOOD:**  
**LOCAL WATERSHED:** CRAMERTON  
**CENSUS TRACT:** 313.02

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MAP NOI  
 B. L. McARVER  
 SOUTH-PT. TSHP.  
 GASTON CO., N. C.

Mark Carter  
 Columbus County  
 I, Mark Carter, Surveyor, do hereby certify and declare that the map shown here was made from an actual survey on Aug 1945 and with attachments to existing data.  
 Signed \_\_\_\_\_  
 Mark Carter  
 Surveyor  
 Columbus, NC

has filed.



Map of B. L. McArver  
 South-Point Township  
 Gaston County, N. C.  
 1945

Map No. 10, 1945



DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SUBVERSION ROAD CONSTRUCTION STANDARDS CERTIFICATION

APPROVED DISTRICT ENGINEER DATE SURVEYOR DATE

THIS PLAT IS NOT LOCATED IN A DESIGNATED SURFACE WATER SUPPLY WATERSHED AREA OF GASTON COUNTY OR THE WATERSHED REGULATIONS.

KNOW ALL MEN BY THESE PRESENTS THAT I, TOMMY W. WRIGHT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: CLASS A

2. POSITIONAL ACCURACY: 0.05'

3. TYPE OF GPS (OR GNSS) FIELD PROCEDURE: VRS BOKIMA MODEL 804-3

4. DATES OF SURVEY: 10/05/2022 - 10/06/2022, 10/10/2022-10/11/2022 AND 11/04/2022

5. DATA SOURCE: NAD83 (2011) EPOCH (2010) DATUM: NAD83(2011) DATUM: NAD83(2011)

6. GEOID MODEL: 19

7. COMBINED GRID FACTOR: 0.99994211 (GROUND TO GRID)

8. UNITS: U.S. SURVEY FOOT



PROFESSIONAL LAND SURVEYOR LICENSE NUMBER

VICINITY MAP 1"=2000'

SITE DATA THOMPSON REALTY INVESTMENTS, LLC PIN # 375658327 D.B. 3000 PG. 121

TOTAL AREA 2.43 ACRES ZONING: EXISTING ZONING: C-74

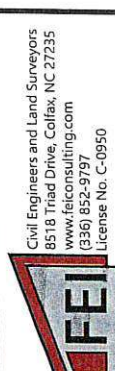
GENERAL NOTES AREA OF THIS FIELD SURVEY WAS DETERMINED BY UTILIZING COMPUTER SOFTWARE.

TAYLOR AVE RIGHT OF WAY ABANDONMENT PLAT

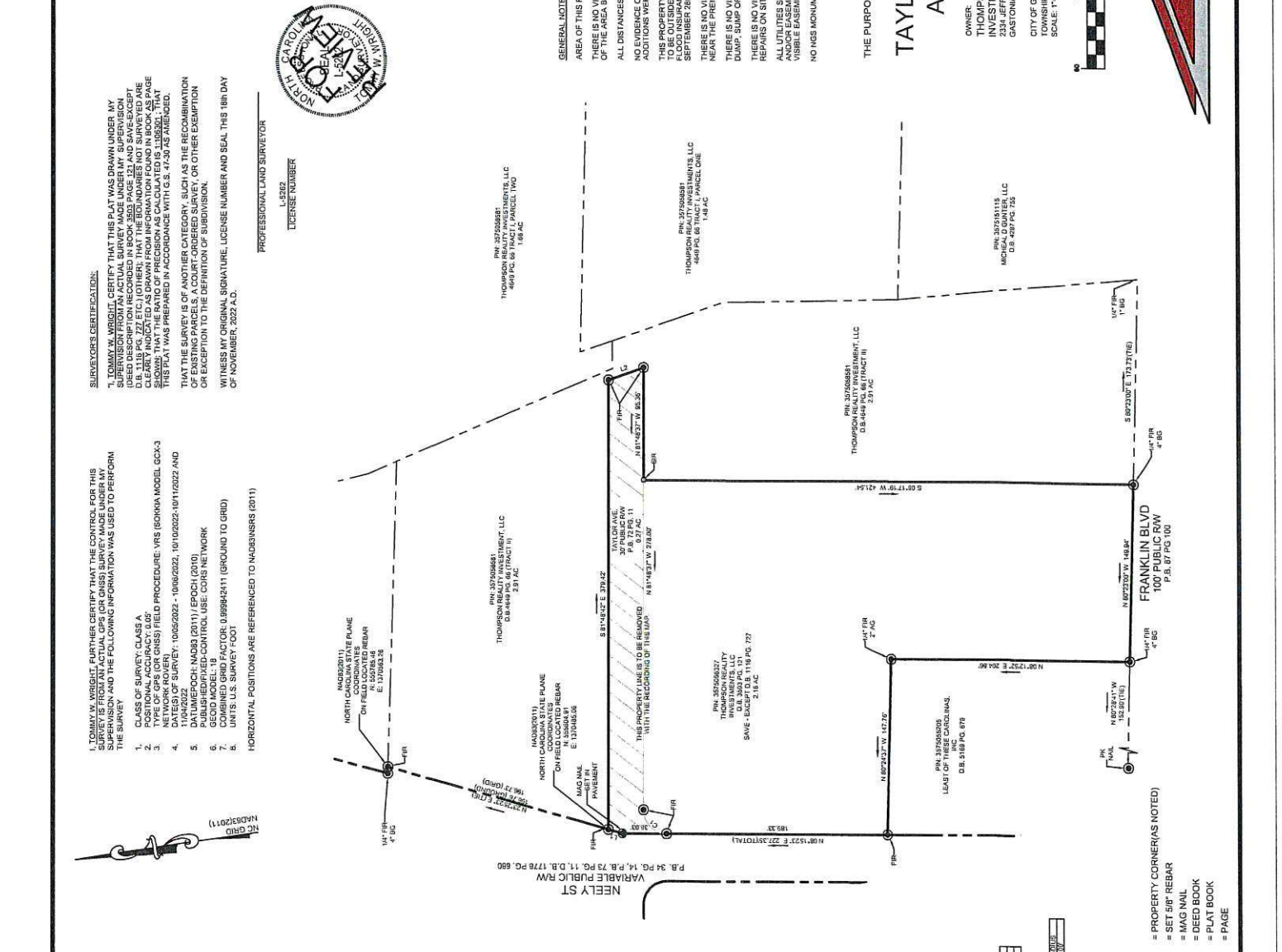
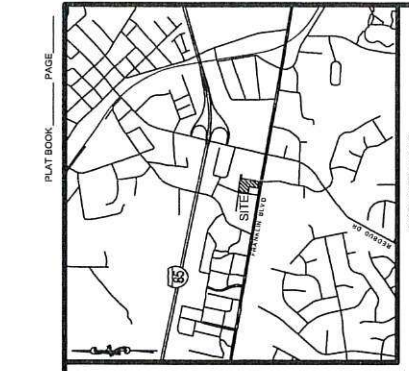
OWNER: THOMPSON REALTY INVESTMENTS, LLC 238 JEFFERSON AVE GASTON, NC 28056

CITY OF GASTON TOWNSHIP: SOUTH POINT SCALE: 1"=60'

Civil Engineers and Land Surveyors 8518 Triad Drive, Colfax, NC 27235 www.feiconsulting.com (336) 852-9797 License No. C-0950



PROJ. NO. 06021.006 DRAWN BY: JDB



PLAT FOR REGISTRATION ON DAY OF A.D. 2022, I, TOMMY W. WRIGHT, SURVEYOR, AND I, ASSISTANT REGISTER OF DEEDS, GASTON COUNTY, N.C., IN BOOK, PAGE BY, ASSISTANT REGISTER OF DEEDS

Table with columns for LINE TABLE, CURVE TABLE, and LEGEND. Includes symbols for property lines, easements, and right-of-way lines.



RS12-2022

**RESOLUTION OF INTENT  
TO CLOSE A PUBLIC  
STREET**

**WHEREAS**, a petition has been filed, pursuant to G.S. 160A-299, requesting the Lowell City Council to close and remove from dedication the following described street in City of Lowell jurisdiction:

BEING the portion of Taylor Ave. 30' Right of Way (R/W) East of Neely St. as described in Plat Book (P.B.) 72 Page (Pg.) 11 recorded in the Gaston County Register of Deeds, and being more particularly bounded and described as follows:

Beginning at a 5/8" rebar at the Northwest corner of Thompson Reality Investment, LLC as described in Deed Book (D.B.) 4649 Pg. 66 (Tract II) and on the Eastern R/W of Neely St.; thence along the lines of said Thompson Reality Investment, LLC (Tract II) for the following courses and distances S 23°25'23" W a distance of 196.76' to THE TRUE POINT OF BEGINNING, said point being a 5/8" rebar; thence S 81°48'42" E a distance of 379.42' to a 5/8" rebar; thence S 11°22'11" E a distance of 31.84' to a 5/8" rebar; thence N 81°48'37" W a distance of 373.36' to a 5/8" rebar on the Northern line of Thompson Reality Investment, LLC as described in D.B. 3503 Pg. 121; thence with a curve turning to the left having an arc length of 31.44', having a radius of 20.00', having a chord bearing of S 53°12'53" W, having a chord length of 28.30', to a 5/8" rebar on the Eastern R/W of Neely St.; thence along the R/W of Neely St. N 08°15'23" E a distance of 38.03' to a point; thence N 23°25'23" E a distance of 12.41' to the point of beginning, having an area of 0.27 acres, more or less.

**WHEREAS**, it appears that all owners of property adjoining the above said described street have signed the petition or have been notified of the proposed closing thereof; and

**WHEREAS**, a map of the proposed closing is available for public inspection with the City Clerk at Lowell City Hall;

**NOW, THEREFORE, BE IT RESOLVED**, that it is the intent of this Council to close a portion of said street to the public use, and that a public hearing on this

question will be held on the 10<sup>th</sup> day of January, 2023, at 6:00 p.m. in the City Hall, Lowell, North Carolina, at which time the Council will hear all interested citizens and make a final determination as to whether the street shall be closed and removed from dedication.

Adopted this the 13<sup>th</sup> day of December, 2022.

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Sandy Railey  
Mayor

Attest:

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Cheryl Ramsey  
City Clerk



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**AGENDA ITEM INFORMATION**

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**AGENDA ITEM #:** 8-F

**DESCRIPTION:** CONSIDERATION OF LDO TEXT AMENDMENT ZA22-04 FOR  
ARTICLE 13 STREETS, SECTION 13.6-1

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Please see the attached memo from the Planning Director.



**To:** Scott Attaway, City Manager

**From:** Joe Gates, Planning Director

**Date:** Thursday, December 8, 2022

**Re:** Case # ZTA22-04 – LDO Text Amendment for Article 13 Streets, Section 13.6-1

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City staff is requesting that the City Council, during their regularly scheduled meeting on December 13, 2022, to set a Public Hearing for January 10, 2022. The request is for text amendment involving **Article 13-Streets, Section 13.6-1 Street Trees and Sidewalks** in the Lowell Development Ordinance.

The Planning Board during their regularly scheduled meeting on December 6th, 2022, reviewed this request. The Planning Board voted unanimously to recommend **APPROVAL** for the text amendment as submitted by staff.

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#### ANALYSIS:

In its current form, the Lowell Development Ordinance (LDO) only calls out commercial and residential types of development when referring to street “types” in Article 13 Streets when it addresses the requirements for street trees and sidewalks. The city’s *Technical Standards and Specification Manual* likewise makes the distinction between “commercial” and “residential” but there is no mention of “industrial”.

NorthPoint Development (Applicant) is requesting that a text amendment be made to Section 13.6-1: Street and Associated Infrastructure Design regarding the placement of sidewalks and street trees along new streets built in the City of Lowell that would ADD language specifically addressing “industrial” development and the creation of new street infrastructure in Industrial Zoning districts.

The Applicant is proposing the changes shown below to address the specific needs and conditions typically found in Industrial development that differ from those found residential and commercial development. In addition to the text amendment below, the Applicant has provided a new standard detail that they would like to have added to the City’s Technical Standards and Specification Manual.

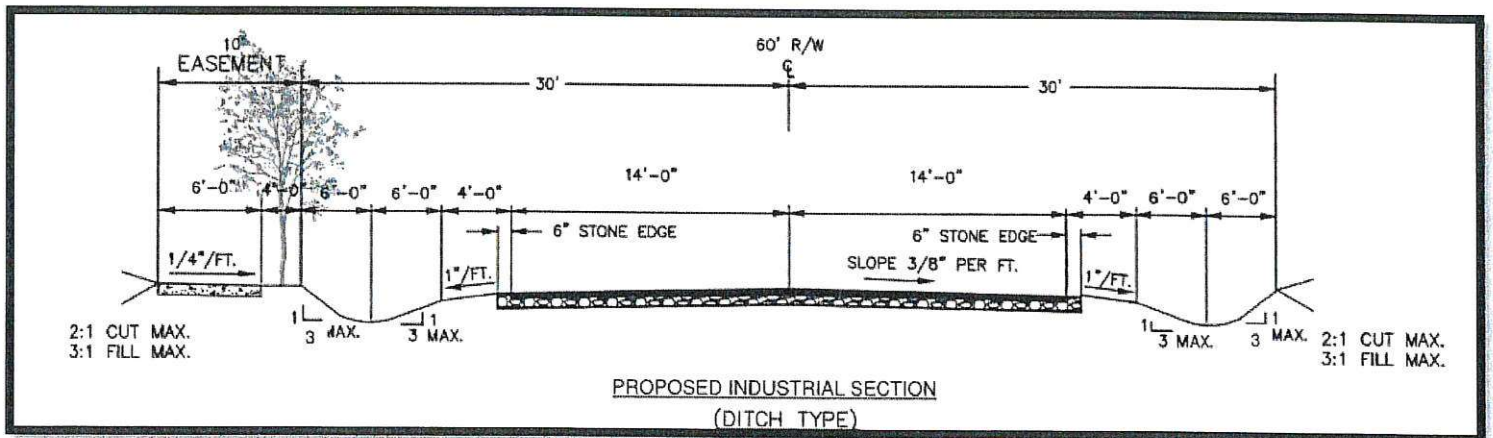
If approved, the revisions would modify Section 13.6-1 to include “industrial” development and add a new “Industrial Street” cross section standard detail to the Technical Standards and Specification Manual.

**PROPOSED TEXT AMENDMENT**

Section 13.6-1 Street and Associated Infrastructure Design - Street trees and sidewalks

13.6-1: Street trees and sidewalks are required on both sides of public streets except rural roads, lanes, alleys, and the undeveloped edge of neighborhood parkways except that sidewalks on one side of the road directly abutting residential lots of less than 1.2 acres may be permitted in the Agricultural District (AG) **or developments utilizing the Industrial Street section located in the City of Lowell Technical Standards and Specification Manual** to protect water quality. The street tree planting strip shall be a minimum of 8’ in width and sidewalks shall be a minimum of 5’-0” in width unless otherwise provided. On Commercial **and Industrial** streets, sidewalks should be a minimum of 6’-0” in width.

**PROPOSED INDUSTRIAL STREET STANDARD DETAIL**



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## AGENDA ITEM INFORMATION

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**AGENDA ITEM #:** 8-G

**DESCRIPTION:** DISCUSSION AND CONSIDERATION TO AMEND THE  
LOWELL CODE OF ORDINANCES CHAPTER 50 GARBAGE  
AND REFUSE COLLECTION AND DISPOSAL

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Staff has been fielding numerous calls and complaints regarding random items (i.e. couches, chairs, mattresses, etc.) being placed curbside outside of the free bulk collection timeframes that have been established. In an effort to clean up the City of Lowell efficiently and quickly, staff recommends a revision to the Lowell Code of Ordinances and an update to the fee schedule. This would allow sanitation crews to pickup items on regular pickup days and bill the customer for the removal of those items in accordance with the proposed update to the fee schedule. Similar policies have been adopted by other jurisdictions, and they have noted their successes with keeping their cities clean. See below for the recommended amendments to the Code of Ordinances and the FY22-23 Fee Schedule.

Additions of text are shown highlighted in yellow.

### **§ 50.03 THROWING OR DEPOSITING MATTER ON PUBLIC OR PRIVATE PROPERTY.**

No person shall cause or permit to be deposited garbage, rubbish, mixed refuse, bulk refuse (i.e. approved materials not fitting in city provided garbage container), dead animals, hazardous refuse, industrial waste, leaves, grass clippings or any other similar matter in or upon any street or alley or sidewalk, storm drain, manhole, gutter, ditch, culvert or upon any premises within the city, unless express permission therefor is first obtained from the City Manager, or other city employee or official designated by the City Manager.

(1995 Code, § 4-23) (Ord. passed 4-25-1966; Ord. passed 11-12-1984; Ord. passed 11-13-2012) Penalty, see § 50.99 (C)



**§ 50.99 PENALTY.**

(A) The City Manager, or a city employee or official designated by the City Manager, shall notify in writing the owner or occupant of any premises in violation of this chapter of such violation, and failure to remove any unlawful accumulation of such matter as hereinbefore specified within 24 hours after such notification shall constitute a separate offense for each 24 hours that the violation continues to exist.

(B) Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$50 or be imprisoned in the county jail for a period not exceeding 30 days or be both so fined and imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**Add (C)**

(C) In order to promote an aesthetically pleasing image and to mitigate pollution in the City of Lowell, Lowell Sanitation Department, or their contractor, will rectify the violation by disposing of bulk refuse (or other materials listed in 50.03) and charge the sanitation account holder, or the property owner, for the removal of materials, in accordance with the established sanitation fee schedule.

In addition to the Code of Ordinances text change, staff recommends adopting the following in the 2022-2023 Fee Schedule.

Proposed Addition to the FY 2022-2023 Adopted Fee Schedule

Electronics Curbside Collection.....	\$25
White Goods/Appliances Collection.....	\$25
Tires on Rim (per tire).....	\$8
Tires off Rim (per tire).....	\$5
Excess Household Trash ≤ 100 lbs.....	\$15
Excess Household Trash > 100 lbs.....	\$25

\*Excess Household Trash above 300lbs will require heavy equipment removal and will be billed based off equipment costs.



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## AGENDA ITEM INFORMATION

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**AGENDA ITEM #:** 8-H

**DESCRIPTION:** DISCUSSION AND CONSIDERATION OF I-85 WIDENING (I-5719) BETTERMENT COSTS

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Pertaining to Gastonia, Lowell, McAdenville, Belmont and Gaston County,

NCDOT has put together a high level cost estimate for each structure along the I-5719 corridor at two levels of betterments. **See attached spreadsheet.**

1) **High-End Betterments** – To include a brick form liner (with three brick colors and natural mortar) on the bridge elements and walls, stain for the girders, columns, and wingwalls at end bents, medallions (6) and street name.

2) **Mid-Grade Betterments** – To include a brick form liner (with three brick colors and natural mortar) and color stain on the MSE wall abutments, as well as medallions (6) and street name. This DOES NOT include form liner and color stain treatments on the exterior face of the rails, girders, bent caps, or columns.

**The Department is not able to provide exact cost estimates for each structure until the local government decides what level of betterment to go with, so this is still high level. More information is given at the end about next steps.**

In addition, the spreadsheet also includes the costs for Enhanced Landscaping (mid-grade) and Landmark Landscaping (high-end) for each interchange and grade separation. Note that for the proposed roundabouts in Lowell and Belmont, the department needs to know if you would like landscaping in the roundabouts. NCDOT will just provide the conduit for water/irrigation in these, but need to know what the desire is.

Some additional things to consider:

### **LIGHTING**

All interchanges will be lit for vehicular traffic, but any additional lighting across the bridges for bike/ped will be considered a betterment. No lighting for non-interchange bridges will be provided. If this is desired, that would be a betterment. The local governments will have two options for this:

- Local governments can buy the poles and fixtures, maintain them and get a metered service from Duke (for those local governments that don't have their own electric). In this case you can use a single conduit in the rail to get the power to the lights.
- Duke will lease the poles and fixtures and take care of maintenance. In this case, design will have to include Duke's requirement of two 3" and one 2" conduit in the rail. Duke is not going to allow you to buy poles and fixtures from another source and then enter into a maintenance agreement. You will have to lease the poles and fixtures from Duke if you want Duke to maintain. NCDOT has traditionally provided a single conduit and outriggers as part of the bridge design at no charge to the municipality. When Duke started requiring the additional conduits, those conduits have typically been considered a betterment that are repaid by the municipality. NCDOT has been using a figure of \$50/LF for reimbursement.

### **MAST ARMS**

The cost for a metal pole with mast arms for signals is approximately \$75,000.00 per leg, so a three-leg intersection would be \$225,000.00 and a four-leg intersection would be \$300,000.00. This would be considered an additional betterment cost.

### **NCDOT CONTRIBUTION**

The construction cost of the widening project is \$442.8 Million. 1% (\$4,428,000) can be allowed for aesthetic treatments. If you divide this equally for each structure, the following would be the breakdown per local government (noting that Lowell and McAdenville have one bridge to split):

Gastonia - \$2,043,692.28

Lowell - \$1,192,153.83

McAdenville - \$170,307.69

Gaston County - \$340,615.38

Belmont - \$681,230.76

**In order to move forward, decisions need to be made by each local government for the betterments on each structure (interchange and non-interchange), as well as landscaping, etc.**

### **NEXT STEPS:**

1. The municipalities choose the level of betterments you want to participate in (low, middle, high) knowing that NCDOT desires consistency through the corridor.
2. NCDOT will develop individual bridge estimates for the selected betterment level.
3. The Design-Build contract is lump sum so we will never know the actual cost of the betterments. The actual cost of the bridge aesthetics could be more or less than what is estimated. The estimated cost of step 2 above will be the basis of the Municipal Agreement with each municipality and will serve as your cost participation in the project.
4. Payment for the aesthetic betterments can be made at any time after the Municipal Agreement is executed in total or in incremental payments. An interest free period of at least 3 years after construction begins is given to the municipalities. After that 3 year period, interest on the balance will start to accrue at a rate of prime+1%. The total balance should be paid off within 6 years from the date construction begins.

Structure	Jurisdiction	Bridges (Design Build)	High End Bridge (DB)	Landscaping	Comments
		Mid Grade Bridge		Mid-Grade	
				High-End	
1. MLK Jr. Way, grade separation	Gastonia	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
2. Modena St, grade separation	Gastonia	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
3. Ozark Avenue, interchange	Gastonia	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
4. NC 279 (New Hope Rd), interchange	Gastonia	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
5. Cox Rd, interchange	Gastonia	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
6. Aberdeen Blvd., grade separation	Gastonia	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
<b>GASTONIA Total</b>		\$ 2,493,654.54	\$ 3,588,781.80	\$ 1,500,000.00	\$ 3,000,000.00
7. S. Church St, grade separation	Lowell	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
8. S. Main St., interchange	Lowell	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
9. Groves St., grade separation	Lowell	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
10. Main St/McAdenville Rd, interchange	Lowell	\$ 207,804.54	\$ 299,065.15	\$ 125,000.00	\$ 250,000.00
<b>LOWELL Total</b>		\$ 1,454,631.81	\$ 2,093,456.05	\$ 875,000.00	\$ 1,750,000.00
10. Main St/McAdenville Rd, interchange	McAdenville	\$ 207,804.54	\$ 299,065.15	\$ 125,000.00	\$ 250,000.00
<b>MCADENVILLE Total</b>		\$ 207,804.54	\$ 299,065.15	\$ 125,000.00	\$ 250,000.00
11. Hickory Grove Rd., grade separation	Gaston County	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
<b>GASTON COUNTY Total</b>		\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
12. Belmont Mt. Holly Rd., interchange	Belmont	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
13. NC 273 (Beatty Dr.), interchange	Belmont	\$ 415,609.09	\$ 598,130.30	\$ 250,000.00	\$ 500,000.00
<b>BELMONT Total</b>		\$ 831,218.18	\$ 1,196,260.60	\$ 500,000.00	\$ 1,000,000.00
<b>GRAND TOTAL</b>		\$ 5,402,918.16	\$ 7,775,693.90	\$ 3,250,000.00	\$ 6,500,000.00

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**AGENDA ITEM INFORMATION**

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**AGENDA ITEM #:** 8-I

**DESCRIPTION:** CONSIDERATION OF APPOINTMENT OF BILL KNOX TO THE  
LOWELL COMMUNITY COMMITTEE (LCC)

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Please see the attached memo from the Parks and Recreation Director.





**To:** Scott Attaway, City Manager

**From:** Cristy Cummings, Parks and Recreation Director

**Date:** December 9, 2022

**Re:** Appointment of Bill Knox as a member of the Lowell Community Committee for the City of Lowell

---

On December 9, 2022, Mr. Bill Knox submitted his application for the Lowell Community Committee (attached).

Term: Start January 1, 2023 with a December 31, 2025 expiration.

City staff recommends Mr. Knox be brought before the City Council for the consideration of appointment during their City Council meeting scheduled for December 13, 2022.



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: James "Bill" Knox Date of Application: 12/9/22
Home Address: 5105 MEADOWWOODS DRIVE Lowell NC 28098

Mailing Address (If different than above):

Home Phone: 7046081857 Business Phone:

Cell Phone (For City Hall Use Only):

Email Address: billknoxiv@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: 55 Male: [checked] Female: [ ]

Occupation: SALES REP

Do you reside within the City Limits of Lowell: Yes [checked] No [ ]

Do you reside within the Lowell Extraterritorial Jurisdiction: Yes [ ] No [ ]

Length of residence in Lowell: 4 Years 7 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

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

I would like to serve on the Community Improvement Advisory Committee because I love living and raising my family in Lowell. I would like to have input and impact in keeping Lowell a great American city as well as making it even more enjoyable for its residents in the future.

2 Why do you think you would be an asset? What are your qualifications?

I have always enjoyed serving my neighborhood and greater community. I currently sit as the president of the board for the River Falls Neighborhood and I was also president of the board for the HOA in my previous neighborhood for 10 years. I take much pride in keeping my community clean and presentable for my fellow residents as well as visitors from outside Lowell. I enjoy getting to know and working with others who also serve in the community.

I believe it's vitally important to volunteer my time and put in the effort to keep Lowell the great city I believe it is!



**QUESTIONNAIRE (PLEASE ATTACH ADDITIONAL SHEETS IF NEEDED)**

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

SEE PREVIOUS page

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

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

**Prior Public Service:**

Board/Committee/Civic

From:

To:

Queens Station Card Test

2008

2018

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.

**Applicant's Signature (Required)**

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

9 Dec 2022

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**

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**AGENDA ITEM INFORMATION**

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**AGENDA ITEM #:** 8-J

**DESCRIPTION:** CONSIDERATION OF AWARDING CONSTRUCTION CONTRACT FOR COMMUNITY CENTER EXTERIOR REMODELING CDBG-NR PROJECT

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During the October 11, 2022 City Council meeting the Council awarded the CDBG-NR Construction bid to Providence Restoration. During a pre contract meeting, the contractor was informed staff and our project manager that they did not bid on a substantial amount of work that was included in the bid. Therefore, staff disqualified Providence Restoration and readvertised the project for bids. On December 9, 2022 at 2:00 p.m. Staff has received three qualified bids for the replacement of all exterior windows and doors at the community center and for exterior paint, trim, soffit, fascia, and mortar touch up.

CDBG Funds Available = \$124,000

Gaston County Township Grant Balance Available = \$43,156.90

Total Grant Funds Available = \$167,156.90

Attached is a tabulation of the bids.

Lowell CDBC-NR-17-C-2599 Community Center Rehabilitation Bid Tabulation Sheet  
December 2, 2022 2:00pm

	North Side	South Side	East Side	West Side	Porch Roofs	Lead Abatement	Asbestos Abatement	Total Exterior Window/Doors	Total Paint	Total bid w/options	Total bid w/o options
<b>Gandella Partners</b> 713 Brief Rd W Indian Trail, NC										\$569,000.00	\$549,000.00 1
<b>Providence Restoration (lead abatement/asbestos included)</b> 4259 Pines Short Cut Road Monroe, NC 28110	\$29,900.00 \$34,498.75	\$29,900.00 \$34,498.75	\$29,780.00 \$34,498.75	\$26,780.00 \$34,498.75	\$5,525.00			\$116,860.00	\$143,520.00		\$259,880.00 2
	\$39,760.00 \$34,498.75	\$39,760.00 \$34,498.75	\$36,660.00 \$34,498.75	\$36,660.00 \$34,498.75	\$5,525.00			\$152,880.00	\$143,520.00		\$296,400.00
<b>MAN Construction</b> 686 Cabarrus Ave Concord, NC	17200 \$5,000.00	19900 \$19,000.00	27900 \$12,800.00	26800 \$24,000.00	\$19,000.00	\$9,000.00		\$91,200.00	\$84,800.00		\$176,000.00 3

Witness

Cheryl Ramsey

Witness

Scott Attaway

- 1 = Bid not include bid worksheet
- 2 = Bid amount says \$259,880.00
- 3 = Bid not include wood option