



**City of Lowell**  
Special Called Council Meeting

Monday, December 4, 2023, 4:00 PM  
City Hall  
101 W. First Street  
Lowell, North Carolina 28098

**\*\* Revised \*\***

**1: General**

- 1A. Call To Order
- 1B. Consideration of Water/Sewer Fee Study and CIP update proposal
- 1C. City of Lowell and Gaston County Carolina Thread Trail Interlocal Agreement
- 1D. Consideration of Resolution 15-2023 of Intent to Accept PART-F Grant for Harold Rankin Park Improvements
- 1E. Consideration of Resolution 16-2023 of Intent to Accept LWCF Grant for Harold Rankin Park Improvements
- 1F. Consideration of Project Grant Ordinances and Relevant Budget Amendments A) Water AIA Grant B) DWI Preconstruction Planning Grant C) PART-F Grant D) LWCF Grant E) Carolina Thread Trail Construction Grant F) S.L. 2023-134 Directed Funds from NC of \$8.25 million grant for water and sewer projects G) Project # CS370748-01 Wastewater Interconnection with Two Rivers Utilities Sewer Overflow and Stormwater Reuse Municipal Grant – Clean Water State Revolving Fund H) NC Directed Grant from NC Regional Economic Development Reserve of \$150,000 for parking lot property purchase and community center interior improvements
- 1G. Consideration of Change Order #4 from Trifecta for the Demolition Project at 1602 N. Main Street
- 1H. Consideration to move the December 12, 2023 Lowell City Council meeting to 715 N. Main Street Lowell, NC 28098 at 6:00 pm.
- 1I. Consideration of Clarifications/Edits to the City Manager’s Employment Contract
- 1J. Closed Session: Approval of Closed Session Minutes from November 14, 2023

*Date Posted: December 1, 2023*



**Special Called City Council Meeting Memorandum**

Prepared By: Scott Attaway

**Consideration of Water/Sewer Fee Study and CIP update proposal**

Meeting	Agenda Group
Monday, December 4, 2023, 4:00 PM	General Item: B
Reference File	Presented By

**To:**  
**From:**  
**Date:**  
**Re:**

*placeholder for info here...*

**Attachments**

23-0752-002 Lowell FY24 FA and Rate Study Agreement - WR Signed (002).pdf



October 26, 2023

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

**RE: Agreement for Professional Services – Task Order 2  
FY24 Financial Analysis and Rate Study  
City of Lowell, North Carolina  
WR Project No. 23-0752-002**

Dear Mr. Attaway,

WithersRavenel is pleased to provide this Task Order for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,  
WithersRavenel

A handwritten signature in black ink, appearing to read "Steve Miller".

Steve Miller  
Senior Project Manager, Finance Services, Funding and Asset Management  
smiller@withersravenel.com  
Ph. 919.469.3340 | Mobile. 865.318.9882

Attachment:  
Task Order 2 for Professional Services

# City of Lowell, North Carolina Agreement for Professional Services Task Order 2 - FY24 Financial Analysis and Rate Study

## A. Preliminary Matters

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

## B. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Lowell and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

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

1. City of Lowell shall be known as the “Client” or “City”;
2. WithersRavenel shall be known as the “Consultant”;
3. The property and overall project shall be known as the “Project”;
4. The executed agreement shall be known as the “Agreement”.

The Consultant will aid the Client with updating the City’s Capital Improvement Plan, Financial Analysis and Rate Study for its Water and Sewer Fund (Project). The primary objective of this Project is to help the Client project and prioritize its long-term Water and Sewer Fund capital needs and develop a plan for funding those needs.

## C. Timeline for Services

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

Milestone	Timeframe
Kick Off Meeting	7 days
Data Collection	7 days
Capital Improvements Plan	30 days
Water and Sewer Fund Financial Analysis	30 days
Water and Sewer Rate Fund	30 days
Preparation and Final Deliverable	14 days

1. From the milestone timeframes and factoring in variability in the approval process, Consultant estimates the total project timeframe for the Scope of Services to be approximately 110 days.
2. The estimated timeframe(s) may be impacted by, among other things:
  - a. Timeliness and additional permit and/or plan reviews of review agencies;
  - b. Timeliness and accuracy of information provided by the Client and Client consultants.
3. If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.
4. Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

## D. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

### Task 1 - Project Planning / Management

- A. Conduct a project planning working session with the City Manager and his designees (Project Leadership Group or PLG) to review project objectives, key assumptions, and project schedule.
- B. Assess progress at strategic milestones during the project.
- C. Conduct working sessions with the PLG to review project objectives, report drafts, key operational parameters, internal processes and gathered data and information.

### Task 2 - Data Collection

- A. Collect all relevant technical, organizational, and financial information required for the project.
- B. Review existing program plans, capital project plans, cost estimates, financial information for the water and sewer fund, including current budget and past audits, current user information, debt status, and interlocal agreements.

### Task 3 - Capital Improvements Plan

- A. Review and update the Client's 10-year Capital Improvements Plan (CIP) for the water and sewer fund and summarize capital water and sewer funding assumptions for proposed projects, along with related debt service requirements.
- B. Work with the Client to develop assumptions related to certain financial issues and events. Review relevant questions and assumptions with the PLG and summarize all assumptions regarding capital outlay and debt water and sewer funded capital projects.
- C. Develop a presentation format that summarizes the CIP, which is compatible with the financial analysis model.
- D. Draft the CIP component of the financial analysis and review the draft with the PLG.

### Task 4 - Water and Sewer Fund Financial Analysis

- A. Collect and review historic financial data regarding program revenues, expenditures, debt, and other factors having potential to influence financial trends for the water and sewer fund.
- B. Update the ten-year financial analysis model for the water and sewer fund. The model would encompass at least five years of financial history, the current fiscal cycle and ten years of forecasts beginning with FY 2025.

- C. Estimate the extent to which projected program revenues exceed or fall short of estimated program expenditures, considering projected operating expenditure trends, capital asset water and sewer funding, and other related financial trends, assumptions, and events. Obtain agreement from the Client on the assumptions to support the financial model.
- D. Establish key financial benchmarks for unrestricted net assets, annual net income, and reserves as measures of water and sewer fund sustainability.
- E. Assess the implications of projected financial trends for user rates, reserves, and water and sewer fund balances over the 10-year study period.
- F. Meet with the PLG to review and refine the financial analysis model and all related assumptions.

### Task 5 - Water and Sewer Rate Study

- A. Create a water and sewer rate model for the Client's existing rate structure and calibrate the model to current fund revenues.
- B. Prepare two alternative water and sewer rate structures for users to be inserted into the rate model and compare the revised structures against established revenue requirements while considering affordability.
- C. Review two viable and defensible alternative rate structures with the PLG for consistency with project objectives.
- D. Work with the PLG to select a rate structure for the City and develop a plan to implement the new structure to accomplish the revenue forecasts established in the financial analysis.

### Task 6 - Preparation of Final Deliverables

- A. Prepare a draft Financial Analysis Memorandum that summarizes the findings from the Project.
- B. Review the draft with the City Manager and incorporate comments and input into the final Financial Analysis Memorandum.
- C. Provide the final Financial Analysis Memorandum to the Client.
- D. Conduct up to five (5) working sessions with the City Manager and PLG.
- E. Present findings to the Board.

### Task 7 - Engineering and Technical Services

- A. Consultant will provide Engineering and Technical support for Utilities related services, on an as needed basis, to provide the Client with engineering needed to complete the tasks stated in this Agreement. This item is an allowance and will only be utilized if it is deemed critical to the success of this project. Client will not be billed for this service unless Client authorizes in writing for services.

## E. Exclusions/Additional Services

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

### General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

### Geomatics Services

- Annexation Plats
- Boundary/Topographic Surveys;
- Tree survey/cover report by Registered Forester;
- Subsurface Utility Engineering (SUE);
- Surveys for off-site improvements;
- Platting services;
- Plot Plans;
- ALTA Surveys;
- GIS mapping services;
- Construction staking
- Building staking;
- As-built (record drawing) surveys;
- Easements, Easement/ROW Plats;

### Environmental Services

- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Wetland Delineations;
- Wetland/Buffer Determinations;
- Phase I & II ESA's;

### Offsite/Specialty

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

### Planning/Studies

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

### Services During Construction

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

### Stormwater Services

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

### Landscape Architecture Services

- Landscape layout and design;

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

**Services by Others**

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

**Documents/Drawings**

- Schematic Drawings as typically defined in the architectural industry;
- Conceptual Drawings;
- Sketch Plans;
- Site Plans;
- Construction Drawings;
- Technical specifications;
- Contract documents;
- Record (As-Built) Plans;
- Lot Matrix;

**Design Services**

- Detailed Builder focused lot fit matrix;
- Detailed lot grading;
- Off-site improvements;
- Offsite utility or road improvements;
- Pump Station design and permitting;
- Forcemain design and permitting;
- Reclaim waterline design;
- LEED certification coordination;
- Pavement design;
- Structural/foundation design;
- Greenway bridge design & permitting;
- Boardwalk design & permitting;
- Signal design;
- Dumpster enclosure details;
- Grease trap design;
- On-site water/sewer design;
- Equipment Selections/Design;
- Design associated with Amenity Site;
- Site Lighting is limited to fixture selection; electrical engineering not included;

**Project Management**

- Additional Meetings/Site Visits;
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

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

## F. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:

- a. Provide representative for communications and decisions;
- b. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- c. Preferred media platforms for communications with the Client;
- d. Provide in writing, any information as to Client’s requirements for design;
- e. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- f. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- g. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- h. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- i. Attend Town or City meetings as required/needed;
- j. Provide access to property for Consultant and subconsultants;
- k. Discussions/negotiations with adjacent landowners;



- l. Acquire all off-site utility and/or construction easements required for this Project;
- m. Manage and coordinate the work of any subconsultants/subcontractors that are not directly subcontracted through the Consultant;
- n. All submittal, review, or permitting fees associated with the Project;
- o. Any legal representation requiring an attorney at law.

## G. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis unless otherwise stated with budgets as shown below plus reimbursable expenses in accordance with Exhibit I. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Project Planning / Management	\$4,000
2	Data Review	\$2,000
3	The Capital Improvements Plan	\$5,000
4	Water and Sewer Fund Financial Analysis	\$6,000
5	Water and Sewer Rate Study	\$6,000
6	Preparation for Final Deliverables	\$9,000
7	Engineering and Technical Services	\$5,000
<b>TOTAL</b>		<b>\$37,000</b>

*(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.*

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit I for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit I, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

### Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

## H. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Lowell. All Exhibits identified after the signature blocks below, including the Fee & Expense Schedule (Exhibit I), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

CITY OF LOWELL

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Steve Miller  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Senior Project Manager, Finance  
Funding & Asset Management  
Title

\_\_\_\_\_  
Title

**PREAUDIT STATEMENT:** *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit I – Fee & Expense Schedule



## EXHIBIT I

### Fee & Expense Schedule

Description	Rate
<b>Engineering &amp; Planning</b>	
Construction Project Professional	\$ 145
Construction Manager I	\$ 150
Construction Manager II	\$ 165
Senior Construction Manager	\$ 185
CAD Technician I	\$ 105
CAD Technician II	\$ 115
Senior CAD Technician	\$ 140
Designer I	\$ 130
Designer II	\$ 150
Senior Designer	\$ 170
Landscape Architect I	\$ 150
Landscape Architect II	\$ 175
Landscape Architect III	\$ 190
Senior Landscape Architect	\$ 210
Landscape Designer I	\$ 130
Landscape Designer II	\$ 140
Planning Technician	\$ 110
Planner I	\$ 120
Planner II	\$ 140
Planner III	\$ 165
Senior Planner	\$ 175
Project Engineer I	\$ 165
Project Engineer II	\$ 175
Project Engineer III	\$ 190
Senior Project Engineer	\$ 210
Assistant Project Manager	\$ 175
Project Manager	\$ 190
Senior Project Manager	\$ 210
Resident Project Representative I	\$ 100
Resident Project Representative II	\$ 115
Resident Project Representative III	\$ 130
Senior Resident Project Representative	\$ 140
Staff Professional I	\$ 90
Staff Professional II	\$ 140
Staff Professional III	\$ 150
Staff Professional IV	\$ 185
Senior Staff Professional	\$ 195
Senior Technical Consultant	\$ 245
Client Experience Manager	\$ 225
Director	\$ 230
Principal	\$ 250
Zoning Specialist	\$ 325
<b>Project Coordinators</b>	
Project Coordinator I	\$ 95
Project Coordinator II	\$ 110
Project Coordinator III	\$ 120
Senior Project Coordinator	\$ 130
Lead Project Coordinator	\$ 140
<b>KNA</b>	
CAD Designer	\$ 80
Construction Observer	\$ 85
Engineer	\$ 137

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 165
GIS Specialist	\$ 145
GIS Survey Technician I	\$ 75
GIS Survey Technician II	\$ 100
GIS Survey Technician III	\$ 115
GIS Survey Lead	\$ 130
GIS Technician	\$ 95
GIS Analyst I	\$ 115
GIS Analyst II	\$ 130
GIS Project Manager	\$ 165
F&AM Assistant Project Manager	\$ 160
Intern I	\$ 65
Intern II	\$ 85
F&AM Implementation Specialist	\$ 145
F&AM Project Consultant I	\$ 115
F&AM Project Consultant II	\$ 125
F&AM Project Consultant III	\$ 130
F&AM Project Consultant IV	\$ 135
F&AM Senior Project Consultant I	\$ 145
F&AM Senior Project Consultant II	\$ 150
F&AM Project Manager	\$ 165
F&AM Principal	\$ 250
F&AM Director	\$ 230
F&AM Staff Professional I	\$ 70
F&AM Staff Professional II	\$ 110
F&AM Staff Professional III	\$ 150
F&AM Staff Professional IV	\$ 185
F&AM Senior Project Manager	\$ 210
F&AM Senior Technical Consultant	\$ 240
<b>Geomatics</b>	
Geomatics CAD I	\$ 100
Geomatics CAD II	\$ 115
Geomatics CAD III	\$ 130
Geomatics Project Manager I	\$ 165
Geomatics Project Manager II	\$ 175
Geomatics Project Manager III	\$ 185
Geomatics Project Professional I	\$ 145
Geomatics Project Professional II	\$ 170
Geomatics Principal	\$ 235
Geomatics Remote Sensing Crew I	\$ 210
Geomatics Remote Sensing Crew II	\$ 295
Geomatics Survey Crew I	\$ 150
Geomatics Survey Crew II (2 Man)	\$ 190
Geomatics Survey Crew III (3 Man)	\$ 225
Geomatics Senior Manager	\$ 210
Geomatics Survey Tech I	\$ 60
Geomatics Survey Tech II	\$ 90
Geomatics Survey Tech III	\$ 115
Geomatics Survey Tech IV	\$ 125
Geomatics Sr. Technical Consultant	\$ 210
Geomatics SUE Crew 1	\$ 190
Geomatics SUE Crew 2	\$ 260

Description	Rate
<b>Environmental</b>	
Environmental Technician I	\$ 80
Environmental Technician II	\$ 95
Environmental Technician III	\$ 100
Senior Environmental Technician	\$ 110
Environmental Project Geologist I	\$ 145
Environmental Project Geologist II	\$ 160
Environmental Project Geologist III	\$ 180
Environmental Senior Project Geologist	\$ 200
Environmental Assistant Project Manager	\$ 160
Environmental Project Manager	\$ 180
Environmental Senior Project Manager	\$ 200
Environmental Director	\$ 230
Environmental Project Engineer I	\$ 145
Environmental Project Engineer II	\$ 160
Environmental Project Engineer III	\$ 180
Environmental Senior Project Engineer	\$ 200
Environmental Principal	\$ 250
Environmental Project Scientist I	\$ 145
Environmental Project Scientist II	\$ 160
Environmental Project Scientist III	\$ 180
Senior Environmental Project Scientist	\$ 200
Environmental Scientist I	\$ 105
Environmental Scientist II	\$ 125
Environmental Scientist III	\$ 135
Environmental Geologist I	\$ 105
Environmental Geologist II	\$ 125
Environmental Geologist III	\$ 135
Environmental Professional I	\$ 105
Environmental Professional II	\$ 125
Environmental Professional III	\$ 135
Environmental Senior Technical Consultant	\$ 225
<b>Administrative</b>	
Administrative Assistant	\$ 65
Administrative Assistant I	\$ 80
Administrative Assistant II	\$ 90
Administrative Assistant III	\$ 100
Marketing Administration I	\$ 90
Marketing Administration II	\$ 115
Director of Marketing	\$ 145
Office Administration	\$ 70
Office Administrator I	\$ 115
Office Administrator II	\$ 120
Office Administrator III	\$ 125
<b>Other</b>	
Expert Witness	\$ 400
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery – Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2023 – Schedule is subject to change



**Special Called City Council Meeting Memorandum**

Prepared By: Scott Attaway

**City of Lowell and Gaston County Carolina Thread Trail Interlocal Agreement**

Meeting	Agenda Group
Monday, December 4, 2023, 4:00 PM	General Item: C
Reference File	Presented By

**To: Lowell Mayor and City Council**

**From: Scott Attaway, City Manager**

**Date: 12-1-2023**

**Re: City of Lowell and Gaston County Interlocal Agreement for Administering the Carolina Thread Trail Grant**

*The City Manager and City Attorney will review the interlocal agreement with the City Council for consideration.*

**Attachments**

Trail Interlocal Agreement v2 (002)(CCR).pdf

**INTERLOCAL COOPERATION AGREEMENT**  
**(River to Mountain**  
**Trail)**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) made and entered as of the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between Gaston County, a body politic and corporate, and a subdivision of the State of North Carolina (hereinafter referred to as the “County”) and the City of Lowell, a North Carolina municipal corporation (hereinafter referred to as the “City”).

**WITNESSETH:**

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

WHEREAS, COUNTY and CITY each received Carolina Thread Trail 2023 Trail Implementation Grants; and

WHEREAS, COUNTY and CITY wish to develop a jointly sponsored project consisting of natural paths, boardwalks, bridges, associated infrastructure amenities, and site furnishings, which project is referred to herein as the River to Mountain Trail (“TRAIL”); and

WHEREAS, TRAIL will be a public multi-use pathway that connects River Heights subdivision in Lowell, North Carolina, to a future City of Lowell River Front Park, and ultimately the future Spencer Mountain Trails, by traversing a segment of the South Fork River, in Lowell, North Carolina to a dedicated pathway through Gaston County’s George Poston Park as shown in Exhibit A, Gaston County and City of Lowell Carolina Thread Trail Alignments. The segments of TRAIL covered by this Agreement will include the route approximately as shown as COUNTY Segments and CITY Segments; and

WHEREAS, COUNTY and CITY desire by this Agreement to enter into an agreement with respect to the selection of a contractor to construct the Trail and the costs of construction, maintenance, and operation of all segments of the TRAIL as shown in EXHIBIT A.

**AGREEMENT**

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

1. **Purpose:** The purpose of this Agreement is to set forth the terms and conditions under which COUNTY and CITY will perform duties pertaining to the selection of a contractor to construct the Trail and the costs of construction, maintenance,

and operation of TRAIL. “Construction” for purposes of this Agreement, includes pre- and post-construction activities and permitting, in accordance with North Carolina law, contracting for construction, and construction administration.

2. **Project Description:** TRAIL shall be constructed in accordance to meet, at a minimum, the standards established by Community Trail Design (CTD) as the Southfork River Trail Corridor Gap Design, August 2022 attached hereto as EXHIBIT B.
3. **Term of Agreement:** The term of this Agreement with respect to TRAIL shall begin on the date it is entered into and end when the last segment of the TRAIL that is to be constructed has been completed and final payment to contractor has been processed.
4. **Selection of Contractor.** The County will advertise for bids or Requests for Proposals for construction of the Trail by a professional trail builder using the competitive bidding process for the letting of contracts as required under the North Carolina General Statutes and the Grant awards. Qualifying bidders will be jointly evaluated by the County and City with final selection made by the County following receipt of input from the City. The final contract shall be executed following approval by the Boards of both County and City.
5. **Construction of TRAIL:** COUNTY and City shall independently supervise and provide oversight for construction of such segments of TRAIL lying in their respective jurisdictions in accordance with all applicable federal, state, and local laws, regulations, and ordinances, and consistent with any additional requirements under the Grants.
6. **Signage:** The Parties shall work jointly with Carolina Thread Trail to incorporate branding and signage that will need to recognize, at a minimum, the names of various individual segments and the Carolina Thread Trail (where applicable). The COUNTY and CITY agree to continue to utilize the existing established Wayfinding System currently being used on Carolina Thread Trail greenways as the primary identification and directional wayfinding program for the TRAIL. COUNTY Parks and Recreation and CITY logos will be incorporated to any agreed upon Carolina Thread Trail nomenclature and/or signage shall be incorporated or added into the existing Wayfinding System.
7. **Operation and Maintenance:** Upon completion of construction, COUNTY shall operate and maintain all COUNTY Segments of the TRAIL and CITY shall operate and maintain all CITY Segments of the TRAIL.

COUNTY shall have no obligations related to the day-to-day operations of CITY Segments except to pass along to CITY any citizen calls regarding operations or maintenance concerns specific to the CITY Segments.

CITY shall have no obligations related to the day-to-day operations of COUNTY Segments except to pass along to COUNTY any citizen calls regarding operations or maintenance concerns specific to the COUNTY Segments.

COUNTY and CITY agree not to charge fees for daily use of the TRAIL.

8. **Project Costs:** Each Party shall expend the respective Grant funds only on construction of their respective TRAIL segments. In the event construction costs exceed either Grant amount, each Party shall be solely responsible for the additional costs needed to complete the TRAIL segments lying in their respective jurisdictions.
9. **Land Ownership and Right-of-Entry:** The parties agree to jointly grant any and all necessary Rights-of-Entry and permissions to construct segments of the TRAIL on property owned, leased or otherwise controlled by the respective parties, and agree to execute such documents as may be reasonably requested from time to time to document such permission.
10. **Project Timeline:** Project dates shall be specified in the construction contract to be entered into by the parties and the contractor(s) engaged to construct TRAIL. Completion of TRAIL in accordance with the contract schedule is contingent upon weather and/or other factors that might necessitate a delay in the construction schedule provided for in said construction contract.
11. **Access:** All parties shall have the right to inspect and approve documents, materials, papers and other related items related to the Project at any point with proper notification, and shall have access at all times to the construction site for the purpose of construction observation of all segments.
12. **Insurance:** During construction, each party shall maintain public liability insurance coverage related to construction activities and, to the extent permitted by North Carolina law, indemnify the other against any and all damages to persons or property that may be incurred through injury or accident by reason of such party's negligent construction or supervision of construction activities with respect to all segments.
13. **No Joint Agency Established:** No joint agency is to be established as a result of the execution of this Interlocal Agreement, and each party shall manage its own personnel, respectively, as necessary for the execution of this undertaking.
14. **Duplicate Originals:** This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
15. **Invalid Terms:** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this

Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the CITY and the COUNTY shall attempt in good faith to negotiate and agree upon a replacement provision.

16. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
17. **Notices:** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO THE COUNTY:

NAME: Cathy Hart

ADDRESS: P.O. Box 1578

ADDRESS: Gastonia, NC 28053

TO THE CITY OF LOWELL:

NAME: Scott Attaway

ADDRESS: 101 W. First St.

ADDRESS: Lowell, NC 28098

18. **Entire Agreement:** This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon.
19. **Amendment or Termination:** This Agreement may be amended or terminated only by an instrument in writing executed by all parties hereto.
20. **Remedies in the Event of Default:** In the event of Default by a party to this Agreement, the other party may exercise all legal and equitable remedies to which it is entitled.
21. **Waiver:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
22. **Binding Nature and Assignment:** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without



the prior written consent of the other party. Any assignment attempted without the written consent of the other party shall be void.

23. **Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.
24. **Dispute Resolution:** In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of repose or limitations.
25. **Titles of Sections:** The section headings inserted herein are for convenience only and are not intended to be used as an aid to interpretation and are not binding on the parties.
26. **No Doctrine of Construction Against the Drafter:** All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted and reviewed by Counsel for all parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
27. **Meetings:** COUNTY and CITY agree to take such other and further steps as reasonable to accomplish the purpose of this Agreement. The parties agree to conduct meetings as necessary to review each party's performance under this Agreement and/or improve delivery of services.
28. **Force Majeure:** Neither party shall be deemed in default with respect to any of the terms, covenants and conditions of this Agreement if the party fails to perform and its failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), except for such events which are caused by that party's own employees; civil disorder; inability to procure material; failure of power; restrictive governmental laws and regulations; riots, insurrections, war, or civil strife, fuel shortages, accidents, casualties; Acts of God; acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees); or any other cause beyond the commercially reasonable control of the non-performing party.

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

**COUNTY:**

**CITY:**

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney/Deputy County Attorney

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

\_\_\_\_\_  
County Finance Director

APPROVED AS TO FORM

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

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

\_\_\_\_\_  
Lowell Finance Director



## **EXHIBIT B**



**Special Called City Council Meeting Memorandum**

Prepared By: Scott Attaway

**Consideration of Resolution 15-2023 of Intent to Accept PART-F Grant for Harold Rankin Park Improvements**

Meeting	Agenda Group
Monday, December 4, 2023, 4:00 PM	General Item: D
Reference File	Presented By

**To: Lowell Mayor and City Council**  
**From: Scott Attaway, City Manager**  
**Date: 12-1-2023**  
**Re: Resolution 15-2023**

*Please see the attached resolution for your consideration.*

**Attachments**

RS15-2023 Resolution to Accept Part F Funding.pdf



## **RESOLUTION TO ACCEPT PARTF FUNDING**

### **RESOLUTION #15-2023**

**WHEREAS,** the North Carolina Parks and Recreation Trust Fund (PARTF) included in statute N.C.G.S. 143B-135.56 assist eligible units of government for the purpose of providing grant funding for public recreation purposes via the construction of new public recreation facilities, or repair, renovation, improvement, or adaptation of existing public recreation facilities in North Carolina,

**WHEREAS,** the North Carolina Department of Natural and Cultural Resources has the City of Lowell funding in the amount of \$500,000 to perform the Harold Rankin Park Revitalization project 2023-1071 detailed in the approved application and contract, and

**WHEREAS,** the City of Lowell intends to perform said project in accordance with the agreement and agreed scope of work,

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

That the City of Lowell does hereby accept the PARTF offer of \$500,000.

That the City of Lowell does hereby give assurance to the North Carolina Department of Cultural Resources that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Sandy Railey, Mayor, Scott Attaway, City Manager, Tori Dellinger, Director of Parks and Recreation, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such project; to make the assurances as contained above; and to execute such other documents as may be required by NC Parks.

Adopted this the 4<sup>th</sup> day of December, 2023 at Lowell, North Carolina.

---

**Sandy Railey, Mayor**

**ATTEST:**

---

**Cheryl Ramsey, City Clerk**



**Special Called City Council Meeting Memorandum**

Prepared By: Scott Attaway

**Consideration of Resolution 16-2023 of Intent to Accept LWCF Grant for Harold Rankin Park Improvements**

Meeting	Agenda Group
Monday, December 4, 2023, 4:00 PM	General Item: E
Reference File	Presented By

**To: Lowell Mayor and City Council**  
**From: Scott Attaway, City Manager**  
**Date: 12-1-2023**  
**Re: Resolution 16-2023**

*Please see the attached resolution for your consideration.*

**Attachments**

RS16-2023 Resolution to Accept LWCF Funding.pdf



## RESOLUTION TO ACCEPT LWCF FUNDING

### RESOLUTION #16-2023

**WHEREAS,** the United States Department of the Interior Land and Water Conservation Fund (LWCF) entered into a contract with the North Carolina Department of Cultural Resources and the City of Lowell (the Subgrantee) for the purpose of completing the project scope as submitted in the application and included in the contract for the Harold Rankin Park Revitalization project LWCF Grant 37-010,

**WHEREAS,** the City of Lowell has received LWCF funding in the amount of \$500,000 to perform the Harold Rankin Park Revitalization project detailed in the approved application,

**WHEREAS,** the City of Lowell intends to perform said project in accordance with the agreement and agreed scope of work,

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

That the City of Lowell does hereby accept the LWCF offer of \$500,000.

That the City of Lowell does hereby give assurance to the North Carolina Department of Cultural Resources and the United States Department of the Interior that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Sandy Railey, Mayor, Scott Attaway, City Manager, Tori Dellinger, Director of Parks and Recreation, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State or Federal agency may request in connection with such project; to make the assurances as contained above; and to execute such other documents as may be required by NC Parks.

Adopted this 4th day of December 2023 at Lowell, North Carolina

---

**Sandy Railey, Mayor**

**ATTEST:**

---

**Cheryl Ramsey, City Clerk**





Special Called City Council Meeting Memorandum

Prepared By: Scott Attaway

Consideration of Project Grant Ordinances and Relevant Budget Amendments A) Water AIA Grant B) DWI Preconstruction Planning Grant C) PART-F Grant D) LWCF Grant E) Carolina Thread Trail Construction Grant F) S.L. 2023-134 Directed Funds from NC of \$8.25 million grant for water and sewer projects G) Project # CS370748-01 Wastewater Interconnection with Two Rivers Utilities Sewer Overflow and Stormwater Reuse Municipal Grant – Clean Water State Revolving Fund H) NC Directed Grant from NC Regional Economic Development Reserve of \$150,000 for parking lot property purchase and community center interior improvements

Table with 2 columns: Meeting, Agenda Group, Reference File, Presented By. Meeting: Monday, December 4, 2023, 4:00 PM; Agenda Group: General, Item: F.

To: Lowell Mayor and City Council
From: Scott Attaway, City Manager
Date: 12-1-23
Re: Consideration of Grant Project Ordinances and Relevant Budget Amendments

Consideration of Grant Project Ordinances and Relevant Budget Amendments

Water AIA Grant

DWI Preconstruction Planning Grant

PART-F Grant

LWCF Grant

Carolina Thread Trail Construction Grant

S.L. 2023-134 Directed Funds from NC of \$8.25 million grant for water and sewer projects

Project # CS370748-01 Wastewater Interconnection with Two Rivers Utilities Sewer Overflow and Stormwater Reuse Municipal Grant – Clean Water State Revolving Fund

NC Directed Grant from NC Regional Economic Development Reserve of \$150,000 for parking lot property purchase and community center interior improvements

Attachments

WATER AIA GRANT PROJECT ORDINANCE 2.pdf

Budget Amendment #10 FY 2023 - 2024.pdf

Lowell WW Plan SRP-W-ARP-0301 GPO 20231129.pdf

Grant-Project-Ordinance-PARTF Grant.pdf

CTT - GRANT PROJECT ORDINANCE.pdf

Grant Project Ordinance S.L. 2023-134.pdf

Lowell Sewer CWSRF CS370748-01 CPBO 20231129.pdf

NC Directed Grant - Grant Project Ordinance NC Regional Economic Development Reserve.pdf

**City of Lowell**  
**Grant Project Ordinance**  
**Water System Asset Inventory and Assessment**

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

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Water System AIA Grant. The City of Lowell (City) will receive funds in the amount of \$150,000.00.

**Section 2:** The following amounts are appropriated for the expenses of the project:

<u>Water System Asset Inventory &amp; Assessment</u>	<u>\$150,000.00</u>
<b>TOTAL</b>	<b>\$150,000.00</b>

**Section 3:** The following revenues are anticipated to be available to complete the project:

<u>Division of Water Infrastructure Grant</u>	<u>\$150,000.00</u>
<b>TOTAL</b>	<b>\$150,000.00</b>

**Section 4:** 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 City's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on an annual basis.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to City Council.

**Section 7:** This grant project ordinance expires on February 13, 2025, or when all the Water AIA Grant funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this \_\_\_\_\_ day of December, 2023.

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

Attest:

Attest As To Form:

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

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

**City Of Lowell**  
**Budget Amendment #10**  
**Budget Ordinance FY 23-24**

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

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

<b>Water &amp; Sewer Fund:</b>		
<b>Revenue:</b>		
	<u><b>Decrease</b></u>	<u><b>Increase</b></u>
30-3302-0000 Water AIA Grant		\$150,000.00

This will result in an increase of \$150,000.00 in the Water & Sewer Fund estimated revenues, bringing the revenues budgeted for FY 23-24 from \$1,755,709.24 to \$1,905,709.24.

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

<b>Water &amp; Sewer Fund:</b>		
<b>Expenses:</b>		
	<u><b>Decrease</b></u>	<u><b>Increase</b></u>
30-8100-0400 Water & Sewer Professional Services		\$150,000.00

This amendment will result in an increase of \$150,000.00 in the Water & Sewer appropriations for Professional Services in FY 23-24 from \$40,000.00 to \$190,000.00.

**Section 3:** Copies of this budget amendment shall be furnished to the Clerk of the City Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this \_\_\_\_\_ day of December, 2023.

\_\_\_\_\_  
Mayor

Attest:

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

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

**GRANT PROJECT ORDINANCE**

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

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

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

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

ARPA Grant Proceeds	\$ <u>400,000</u>
<b>Total</b>	<b>\$ 400,000</b>

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

Engineering and Administration Services	\$ <u>400,000</u>
<b>Total</b>	<b>\$ 400,000</b>

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

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

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

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

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

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

✓  
\_\_\_\_\_  
Sandy Railey, Mayor

ATTEST:

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

**Grant Project Ordinance for the City of Lowell PARTF Grant**

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

**Section 1:** This ordinance is to establish a budget for a project to be funded by the PARTF Grant. The City of Lowell (City) will receive funds in the amount of \$500,000.00.

**Section 2:** The following amounts are appropriated for the expenses of the project:

<u>Lowell Harold Rankin Park Improvements</u>	<u>\$500,000.00</u>
<b>TOTAL</b>	<b>\$500,000.00</b>

**Section 3:** The following revenues are anticipated to be available to complete the project:

<u>PARTF Grant Funds:</u>	<u>\$500,000.00</u>
<b>TOTAL</b>	<b>\$500,000.00</b>

**Section 4:** 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 City’s Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to City Council.

**Section 7:** This grant project ordinance expires on November 30, 2026, or when all the PARTF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this 4th day of December, 2023.

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

Attest:

Attest As To Form:

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

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

**City of Lowell**  
**Grant Project Ordinance**  
**Carolina Thread Trail Implementation**

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

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Carolina Thread Trail Implementation Grant. The City of Lowell (City) will receive funds in the amount of \$127,080.00.

**Section 2:** The following amounts are appropriated for the expenses of the project:

<u>Construction of the Lowell Greenway</u>	<u>\$127,080.00</u>
<b>TOTAL</b>	<b>\$127,080.00</b>

**Section 3:** The following revenues are anticipated to be available to complete the project:

<u>Carolina Thread Trail Implementation Grant</u>	<u>\$127,080.00</u>
<b>TOTAL</b>	<b>\$127,080.00</b>

**Section 4:** 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 City's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on an annual basis.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to City Council.

**Section 7:** This grant project ordinance expires on March 21, 2026, or when all the Carolina Thread Trail Implementation Grant funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this \_\_\_\_\_ day of December, 2023.

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

Attest:

Attest As To Form:

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

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

**CITY OF LOWELL  
WATER AND WASTEWATER DIRECT PROJECTS GRANT  
PROJECT # 2023-134**

**GRANT PROJECT ORDINANCE**

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

**Section 1:** The Project authorized is the Water and Wastewater Direct Projects (grant project number 2023-134) to be to be financed by NC DEQ Division of Water infrastructure grant funds awarded to the City of Lowell by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI).

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

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

Grant Proceeds	<u>\$8,250,000</u>
<b>Total</b>	<b>\$8,250,000</b>

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

Project Expenses	<u>\$8,250,000</u>
<b>Total</b>	<b>\$8,250,000</b>

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

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

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

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



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

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

✓

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

ATTEST:

✓

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

**CITY OF LOWELL**  
**WASTEWATER INTERCONNECTION WITH TWO RIVERS UTILITIES**  
**SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT**  
**CLEAN WATER STATE REVOLVING FUND**  
**PROJECT # CS370748-01**

**CAPITAL PROJECT BUDGET ORDINANCE**

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

**Section 1:** The Project authorized is the Wastewater Interconnection with Two Rivers Utilities (project number CS370748-01) to be to be financed by the both the Sewer Overflow and Stormwater Reuse Municipal grant and federal Clean Water State Revolving Fund (CWSRF) awarded to the City of Lowell by the North Carolina Department of Environmental Quality (DEQ) Division of Water Infrastructure (DWI).

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

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

Sewer Overflow Municipal Grant Proceeds	\$ 2,086,500
CWSRF Proceeds (Principal Forgiveness)	\$ 500,000
CWSRF Proceeds (Loan)	\$ 5,318,560
<u>Local Funds (2% Loan Closing Fee)</u>	<u>\$ 116,371</u>
<b>Total Revenues</b>	<b>\$ 8,021,431</b>

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

Engineering, Administration, and Construction Services	\$ 7,905,060
<u>Local Funds (2% Loan Closing Fee)</u>	<u>\$ 116,371</u>
<b>Total Expenses</b>	<b>\$ 8,021,431</b>

**Section 5:** The finance officer is hereby directed to maintain within the Wastewater Interconnection with Two Rivers (project number CS370748-01) sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

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

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

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

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

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

✓

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

ATTEST:

✓

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

**City of Lowell**  
**Grant Project Ordinance**  
**NC Directed Grant from NC Regional Economic Development Reserve**

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

**Section 1:** This ordinance is to establish a budget for a project to be funded by the NC Directed Grant from NC Regional Economic Development Reserve. The City of Lowell (City) will receive funds in the amount of \$150,000.00.

**Section 2:** The following amounts are appropriated for the expenses of the project:

<u>Parking Lot purchase and community center interior improvements</u>	<u>\$150,000.00</u>
<b>TOTAL</b>	<b>\$150,000.00</b>

**Section 3:** The following revenues are anticipated to be available to complete the project:

<u>NC Directed Grant Funds:</u>	<u>\$150,000.00</u>
<b>TOTAL</b>	<b>\$150,000.00</b>

**Section 4:** 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 City's Uniform Guidance Allowable Costs and Cost Principles Policy.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to City Council.

Adopted this \_\_\_\_\_ day of December, 2023.

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

Attest:

Attest As To Form:

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

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



**Special Called City Council Meeting Memorandum**

Prepared By: Scott Attaway

**Consideration of Change Order #4 from Trifecta for the Demolition Project at 1602 N. Main Street**

Meeting	Agenda Group
Monday, December 4, 2023, 4:00 PM	General Item: G
Reference File	Presented By

**To: Lowell Mayor and City Council**  
**From: Scott Attaway, City Manager**  
**Date: 12-1-2023**  
**Re: Consideration of Change Order #4**

Please see the attached Change Order #4.

**Attachments**

Revised CO #4 Dog House, Concrete Containment, Tank, Bollards, Soil, Etc 12.1.23.pdf

Revised CO #4 Additional Pic 12.1.23.pdf



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 Charlotte, NC 28206  
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 www.trifectainc.com  
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### CONTRACT CHANGE ORDER

<b>1. FROM: (CONTRACTOR)</b> Trifecta Services Company 1722 Toal Street Charlotte, NC 28216	<b>2. CONTRACT INFORMATION:</b> Demolition Services Agreement	<b>3. CHANGE No.</b> <b>Revised CO #4</b>
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<b>4. TO: (CLIENT)</b> City of Lowell 101 W. First Street Lowell, NC 28098	<b>5. DESCRIPTION OF WORK AND PROJECT LOCATION</b> Building Demolition Yorkshire America 1602 N Main Street Lowell, NC Parcel 127479
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**6. DESCRIPTION OF CHANGE:**

1. Demo **small building** outside fence / river side. AKA Dog House. Follow typical erosion control measures (fill void with ABC, silt sock). The existing chain link fence will have to be opened up to gain access. Fence repairs by the City.
2. Demo **empty diesel tank and concrete containment** near bldg. 11. Dispose of at Gaston Landfill along with other concrete.
3. Demo **concrete containment** basin near dog house.
4. Load our and dispose of **soil** covered with poly 3 ea. And one location in Bldg. #5 in place under erosion control. NTE 4 Loads
5. Remove **bollards** near Bldg 11, Interior chain-link fence.
- 6 **Concrete culverts** at pipe junctions that are primarily above ground. Any water to be removed by City.

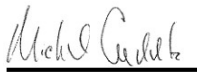
All pricing is based on processing concrete to size after demolition. Concrete soil and C&D shall be taken to Gaston Co. Landfill.



MATERIAL	<input checked="" type="checkbox"/>	PROPOSAL/SCOPE OF WORK - CHANGE IN CONTRACT	CALENDAR DAYS INCREASE:
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			
PREVIOUS CONTRACT AMOUNT:	<input checked="" type="checkbox"/>	INCREASE	DECREASE
* None To Date THROUGH CHANGE No.:	<input checked="" type="checkbox"/>	REVISED CONTRACT AMOUNT: <b>\$0.00</b>	

SCHEDULE OF CHANGED CONTRACT QUANTITIES AND UNIT PRICES				
ITEM NO.	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
01	Lump Sum	1	\$18,072.00	\$18,072.00
02	Labor		\$5,040.00	
03	Labor Direct Materials		\$252.00	
04	Materials		\$0.00	
05	Equipment & Fuel		\$7,600.00	
06	Disposal / Hauling		\$5,180.00	
07				
08	Additional 4 workdays			
09				
<b>TOTAL</b>				<b>\$18,072.00</b>

EXCEPT AS HEREIN MODIFIED, ALL TERMS AND CONDITIONS OF SAID CONTRACT AS HERETOFORE MODIFIED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE FOREGOING CHANGE IN CONTRACT AMOUNT CONSTITUTES A MUTUAL ACCORD AND SATISFACTION FOR ALL CHANGES IN THE CONTRACT AS SET FORTH IN THIS CHANGE ORDER

THE FOREGOING MODIFICATION IS HERE BY ACCEPTED: (CLIENT): City of Lowell  BY: _____ DATE: _____  TITLE: _____	THE FOREGOING MODIFICATION IS HERE BY ACCEPTED: (CONTRACTOR): Trifecta Services Company   Mike Craddock BY: _____ DATE: December 1, 2023  TITLE: Sr. Estimator
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NOTE: SIGN AND RETURN ORIGINAL AND COPIES: RETAIN ONE COPY FOR YOUR FILE

Bollards



Typical Fence



Soil Under Poly Typical



Typical Culverts





**Special Called City Council Meeting Memorandum**

Prepared By: Scott Attaway

**Consideration to move the December 12, 2023 Lowell City Council meeting to 715 N. Main Street Lowell, NC 28098 at 6:00 pm.**

Meeting	Agenda Group
Monday, December 4, 2023, 4:00 PM	General                      Item: H
Reference File	Presented By

**To: Lowell Mayor and City Council**

**From: Scott Attaway, City Manager**

**Date: 12-1-2023**

**Re: Consideration to move the December 12, 2023 Lowell City Council meeting to 715 N. Main Street Lowell, NC 28098 at 6:00 pm.**

A request came from City Council-elect members to have enough room for a large number of spectators and family members to attend and view the newly elected officials take the oath of office. Staff can open up the former Boys and Girls Club on December 12th for this meeting. The City is purchasing this property and closing on Monday, December 4, 2023.





Special Called City Council Meeting Memorandum

Prepared By: Scott Attaway

Consideration of Clarifications/Edits to the City Manager’s Employment Contract

Meeting	Agenda Group	
Monday, December 4, 2023, 4:00 PM	General	Item: I
Reference File	Presented By	

**To: Lowell Mayor and City Council**  
**From: Scott Attaway, City Manager**  
**Date: 12-1-2023**  
**Re: Consideration of Clarification/Edits to the City Manager Employment Contract**

Consideration to edit/clarify the following within the City Manager Employment Contract:

To clarify Section 4A on page 3 as follows:

... severance will be paid as a lump sum and not in accordance with Section 6. This severance shall be paid within 21 days of termination.

To add the following statement and certification to page 7:

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

[Redacted signature line]  
Finance Director