

City of Lowell
Council Meeting Agenda

Tuesday, January 9, 2024, 6:00 PM
City Hall
101 W. First Street
Lowell, North Carolina 28098

**** Revised ****

1: General

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

2: Approval of Minutes

- 2A. December 12, 2023 Regular City Council Minutes

3: Special Presentation

- 3A. Presentation of the FY 2022-2023 Financial Statements - Audit - by Butler and Stowe, CPA

4: Consent Agenda

- 4A. Finance Report
- 4B. Public Works Report
- 4C. Planning Report
- 4D. Parks & Recreation Report
- 4E. Geographic Information System (GIS) Report
- 4F. Stormwater Report
- 4G. Communications Report
- 4H. Police Report

5: Unfinished Business

- 5A. Location of Budget Retreats

6: New Business

- 6A. Consideration of Black Mountain Software
- 6B. Cash Asset Ratio Letter to Local Government Commission
- 6C. Consideration of Change Order #7 from Trifecta Demolition
- 6D. Request to set Public Hearing - Master Sign Plan Application - 831 S. Main Street, Lowell, NC
- 6E. Request to set Public Hearing - Amendment to the Code of Ordinances Section 33.16

- 6F. Lowell Community Committee Membership
- 6G. Consideration of Lowell Community Committee Application
- 6H. Consideration of Budget Amendment #11
- 6I. Lowell CDBG-NR Legal Services Contract

7: Reports / Discussions

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

8: Closed Session

- 8A. Approval of Closed Session Minutes from December 12, 2023
- 8B. To Discuss Personnel Matters Pursuant to N.C.G.S. 143-318.11 (6)

9: Adjournment

- 9A. Meeting Adjournment

Date Posted: January 4, 2024

MINUTES

Lowell City Council
Regular Meeting

Tuesday, December 12, 2023, 6:00 P.M.

Meeting was held at the Boys and Girls Club, 715 N. Main St, Lowell, NC.

I. GENERAL

A. CALL TO ORDER – Mayor Sandy Railey

Mayor Sandy Railey called the meeting to order at 6:00 p.m. Those attending in-person were Councilmembers Phil Bonham, Candy Funderburk, Thomas Gillespie, and JoAnna Fulbright. City staff present were City Manager Scott Attaway, City Attorney John Russell Jr, Planning Director Joe Gates, Finance Director, Lisa Nolen, Public Works Director Thomas Shrewsbury, Police Chief Carl Moore, Police Captain Jeff Harrison, Officers Tinoco and Murphy, Parks and Rec Director Tori Dellinger, GIS Analyst Todd Stroupe, Communications Director Cristy Cummings, and City Clerk Cheryl Ramsey. A quorum was determined at the beginning of the meeting. The meeting was videotaped for the public to be uploaded to the YouTube channel afterwards. The agenda and meeting materials were made available prior on the city’s website. Members of the public were also present.

B. INVOCATION / PLEDGE OF ALLEGIANCE

Councilmember Gillespie gave the invocation and led everyone in the Pledge of Allegiance.

C. ADOPTION OF AGENDA FOR THIS MEETING

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

D. PUBLIC COMMENTS

1. Sean Bradford of 113 N. Pine St, Lowell, N.C. said the comment was for the new council but thought it was important that everyone hears it. He thought it was a waste of time and freedom of the community to post security check points [at City Hall] and that it was a violation of the 2nd amendment to [not be able to] carry a firearm. He said if you are worried about guns coming in then that is due to you not doing your job adequately or correctly. He said, “if you have to worry about someone threatening to ‘shoot the place up’, the focus should not be on trying to prevent it or doing it, but the focus should be on ourselves and what we are doing as leaders and how we can prevent a tragedy like that.” He said it is a waste of money to use \$225,000 of city funds to allow police checks for the officers currently at the door, not including the signs you spent to tell us.
2. Bill Knox of 5105 Meadow Woods Dr, Lowell, NC wanted to publicly thank the current Mayor and outgoing council and the City Manager for their work. He said he has seen a lot of progress here in the last five years, when he moved here. He said when he moved here, downtown was like a ghost town, with not much happening and now he is seeing more life with businesses coming in, the park has created community, and we had the best fall festival

in the history of this town. He mentioned the grant to remove the chemical plant, achieving nearly \$10 million in grants for water/sewer development projects, and Rankin Park revitalization. He congratulated the new council members and Mayor and looks forward to supporting them in moving this town forward.

II. APPROVAL OF MINUTES

- A. Approval of Minutes from November 14, 2023 – Mayor Pro Tem Smith made a motion to approve the minutes from the November 14, 2023, Council meeting, seconded by Councilmember Gillespie. The vote was unanimously in favor.
- B. Approval of Special City Council Meeting Minutes from December 4, 2023 – Councilmember Fulbright made a motion to approve the Special City Council Meeting Minutes from December 4, 2023, seconded by Councilmember Funderburk. The vote was unanimously in favor.

III. SPECIAL PRESENTATION

- A. Presentation of City Flag in Honor of Ken Ervin. Presented to his wife Debbie and his daughter. Mayor Railey and Councilmember Funderburk noted how much Mr. Ervin meant to this council. Mrs. Ervin thanked the council for the recognition.
- B. Mayor Railey – Recognition of Outgoing City Council, Councilmembers Fulbright, Gillespie, and Funderburk. Mayor Railey gave them all plaques she purchased noting their tenure with council. Councilmember Fulbright said this was the best experience of her life. She recommended to the new council that there is a lot of knowledge thrown at you at one time and an incredible experience to learn. She encouraged them to take advantage of the opportunities afforded to them, to go to training, and City Vision to meet people from across the state and have references. She thanked the council and the City Manager for all his help. Councilmember Funderburk also thanked the council and listed some of the accomplishments that this council was responsible for. She thanked all the staff and specifically stated that she didn't agree with the Stormwater position initially, but the position is mandated by the State of NC. She said the department may go but if we are not in compliance, we will be fined daily \$62,500 so it is needed. She prays that the new council will work together as a team to move the city forward, especially during budget time. Councilmember Gillespie thanked God for the opportunity to have served with this mayor and the mayor elect in the past, being one of the first African Americans to serve on this board, and the City Manager for all his work. He thanked God about the work done at the Crompton and Knowles site and the money used to purchase the Boys and Girls club and the recent land purchase, hopefully for the future City Hall and Police Station. Lastly, he thanked the current council and the new council in the hopes that we all work together.

IV. CONSENT AGENDA

- A. Communications Report
- B. Planning Report
- C. Stormwater Report
- D. Parks and Recreation Report
- E. Public Works Report

- F. Finance Report
- G. Customer Service Report
- H. Geographic Information System (GIS) Report
- I. Police Report

Councilmember Funderburk asked the Parks and Recreation Director, Tori Dellinger, where they are playing basketball now. Mrs. Dellinger said Woodlawn. Councilmember Funderburk said that next year, they'll be able to play here at the Boys and Girls Club. She said this purchase has made her so very happy that we were able to get the Boys and Girls Club because we can do any programs for seniors or children or any age here now. She then thanked Todd [Stroupe, GIS Analyst] for all his work and now his work on mapping the cemetery.

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

V. UNFINISHED BUSINESS

- A. Consideration of Resolution RS17-2023 to Accept SRP-W-ARP-0301 Pre-Construction Planning Grant from NCDEQ. Mr. Attaway stated that this is a resolution to accept \$400,000 funding for the Pre-Construction Planning Grant. Councilmember Bonham made a motion to accept Resolution RS17-2023, seconded by Councilmember Funderburk. The vote was unanimously in favor.
- B. Consideration of Grant Project Ordinance for LWCF Grant. Mr. Attaway stated this was on the last agenda on December 4, 2023, but the contents were left out of the packet in error. This is for one of the \$500,000 grants from the Land Water and Conservation fund for Harold Rankin Park improvements. This is to adopt the grant project ordinance. Mayor Pro Tem Smith made a motion to consider the grant project ordinance for LWCF grant, seconded by Councilmember Fulbright. The vote was unanimously in favor.

VI. NEW BUSINESS

- A. Administration of the Oath of Office for Incoming City Council Members. Monica L. Love, Notary Public, administered the oaths of office for incoming Mayor Larry Simonds and Councilmembers Shane Robinson, Scott Bates, and DeWayne Chitwood. Mayor Simonds stated someone gave him a book, "Mayor for Dummies", since he hadn't been the mayor in a while. He also mentioned that a gavel was gifted to him by Michael Lands, former District Attorney and judge. He asked that the audience remember him in your prayers. The new Mayor and three incoming councilmembers assumed their seats at the table for the remainder of the meeting.
- B. Selection of Mayor Pro-Tempore – Councilmember Smith stated that it is procedure that the candidate with the highest number of votes in the city election becomes the Mayor Pro Tem and he was honored to serve after Thomas Gillespie and now his honor to make a motion for Shane Robinson. Councilmember Robinson said technically he was not supposed to be on the ballot because he is just a fill-in for the two-year term left by Ken Ervin. With that, he made a substitute motion to make Scott Bates the Mayor Pro Tem, seconded by Councilmember Chitwood. The vote was unanimously in favor. Councilmember Smith then gave Mayor Pro Tem Bates the seat beside Mayor Simonds.

- C. Appointment of Council Delegate to Centralina COG – Mr. Attaway stated that the previous Mayor served as the delegate. Mayor Simonds said this mayor will not. Councilmember Robinson said typically the mayor serves. Mayor Simonds said he is not typical but appreciates it. He said he doesn't want any more work than he has to have as he is getting old. Mayor Simonds asked for a volunteer. Councilmember Chitwood made a motion that Mayor Simonds be the delegate and Councilmember Robinson be the alternate. Mayor Simonds said that's good because he'll [Robinson] be attending and asked for a second. The motion was seconded by Councilmember Bonham. The vote was unanimously in favor.
- D. Appointment of Council Delegate to GCLMPO Board. Mayor Simonds asked what this board was for. Councilmember Smith said it is the Gaston, Cleveland, Lincoln Metropolitan Planning Organization where he is currently serving as the alternate and would like to be the delegate if allowed. Councilmember Robinson made a motion for Councilmember Smith to be the delegate and Councilmember Chitwood to be the alternate, seconded by Councilmember Bonham. The vote was unanimously in favor.
- E. Appointment of Council Delegate to Lowell Community Committee. Councilmember Bonham stated that he is the current delegate and would like to stay on this board. Councilmember Robinson made a motion for Councilmember Bonham to remain on the LCC, seconded by Councilmember Chitwood. The vote was unanimously in favor. No alternative was needed.
- F. Adoption of 2024 Schedule of Meetings and City Holidays Councilmember Smith made a motion to approve the schedule of meetings and city holidays, seconded by Councilmember Robinson. The vote was unanimously in favor.

Mayor Pro Tem Bates then made a motion to amend the agenda to go into Closed Session to discuss personnel matters pursuant to NC General Statutes 143-318.11 subsection 6, seconded by Councilmember Robinson. The vote was unanimously in favor.

- G. Discussion of Budget Retreats for FY25. Mr. Attaway stated that in the packet there were several different options for dates. Mayor Simonds thinks work sessions are good for the council and something the city has been lacking. He said he is not sure about a retreat but that is ultimately up to the council, but he recommends work sessions for the entire council to be familiar with what is going on and what is projected. Councilmember Chitwood asked if the retreat is the same thing as a work session? Mr. Attaway said yes. Mayor Simonds asked if they would like to have it at City Hall or in McAdenville as in the past. Councilmember Robinson said he thinks the dates are what is up for discussion, not the location at this time. He then stated that the one scheduled for February 19th is Presidents Day and that may pose a problem. Mayor Simonds thinks we should have the meetings at City Hall. Mayor Pro Tem Bates said again we are trying to figure out the dates at this time. Someone from the crowd asked the members to speak up [there was an echo in the room/gymnasium, making it difficult to hear and understand members speaking]. Councilmember Bonham made a motion to approve January 29, 2024, for FY25 Budget Retreat Session #1, seconded by Councilmember Smith. The vote was unanimously in favor. Councilmember Chitwood made a motion to accept March 1, 2024, as the second session, seconded by Councilmember Bonham. The vote was unanimously in favor.
- H. Consideration and Adoption of FY2024-2025 Budget Calendar – Mr. Attaway made council aware of the dates just approved in the latter section. Councilmember Smith made a motion for the FY2024-2025 Budget calendar with the changes of the retreat dates, seconded by Councilmember Chitwood. The vote was unanimously in favor.

VII. CITY MANAGER REPORT -

- A. Property Assessment will be handed out to all councilmember at the end of the meeting to include this [Boys and Girls Club] facility and he will talk about it and others at the beginning of the new year.
- B. The city closed on the downtown parking lot with Mr. Trado a few days ago. This was paid out of a NC direct funds grant.
- C. Audit was successfully transmitted to Raleigh to the LGC and Butler and Stowe is scheduled to present it at the January 9, 2024 City Council meeting. They will provide the report with the City Manager's report and any recommendations will be included. He will provide the council with the report when he receives it ahead of time.

Mayor Simonds asked what size is the property that was purchased regarding the parking lot. Mr. Attaway said he did not have that before him at this time. Mayor Simonds asked how much was paid. Mr. Attaway said \$75,000.

VI. CITY ATTORNEY REPORT

- A. Mr. Russell updated the council of the deed and that the closing for this building [Boys and Girls Club] has been completed.

VII. MAYOR AND CITY COUNCIL GENERAL DISCUSSION

- A. Councilmember Robinson thanked the citizens, his family, and his sister for administering the oath today. He said he is glad to be here and ready to go to work.
- B. Councilmember Smith congratulated everyone on incoming councils' win and looks forward to working with them to get things done.
- C. Councilmember Chitwood thanked everyone and stated he will do his best for the citizens of Lowell.
- D. Mayor Pro Tem Bates thanked everyone for their support, and he will try not to let them down and move in the right direction for the city and the council.
- E. Mayor Simonds said the job of the mayor is a lot of responsibility because you have to face the public. He said the biggest thing's he sees wrong with Lowell is the way our budget is set. He stated that the tax rate is only set once a year and we were all blindsided with the values of our properties and the thing that upset him was the tax increase which is the largest increase to the city of Lowell to his knowledge. "That is something we can work on to be affordable again. We don't see any sidewalks, swimming pools, tennis courts, but we have this thing that was just purchased". His question is to "Mr. Attaway, as City Manager, a check was written for \$500,000 for this place right [Boys and Girls Club] but did anyone do any research or look into since there are a lot of repairs." He asked how much is estimated for the repairs to be. Mr. Attaway said it's around \$150,000 for the roof. [The property assessment included repair costs recognized by Creech and Associates]. Mayor Simonds said he knows it will be a big asset. He said it was opened in 1973 where Joe Hudson donated all the money for the building. He said he knows the history because we are the history. He said no one knows what a great man Joe Hudson was, and that people don't know who he is because we never talk about him, and people need to know what he's done for our city. He would like a resolution drawn up by the next meeting acknowledging Joe Hudson and what he has done for the city. Also, he's afraid as we go down

the road, that all these expenses, all this money where we keep buying property after property. “When we buy property, guess what, we don’t get any tax money for the one’s the city owns, the state owns or the county. We don’t get any money for that, so we have to make up for it. Just like with Crompton and Knowles, the city was given \$8,000 a year in property taxes. Now we have to maintain this thing and I don’t know how much the city is going to take in as far as repairs and how much it will be to take care of this property, but we are responsible for everything we own. That’s when you need to think and have work sessions.” He said he “couldn’t stand when they [former council] would come in and just say [hit hand on table] we’re going to buy this property and do no due diligence. They didn’t think about it and this city and do what Mr. Attaway says verbatim. I know they say they are proud of what they said they accomplished but when you look down Church St, Lowell NC, we have destroyed our city. That is not our city. That is people coming in here making money off the poor old citizens of Lowell.” He mentioned the street near Church St asking the name of it and if it is a city or state owned. He asked if citizens will be able to travel on this road? Mr. Attaway said it’s a city street and we have the council accepting it as a public right of way. Mayor Simonds said when the city street was built, it was called Aberdeen extension correct and Aberdeen is a state road correct? Mr. Attaway said Church St is a state road. Mayor Simonds asked if Aberdeen is a state road? Mr. Attaway said he is not aware as that road is in Gastonia. Councilmember Robinson said he doesn’t believe it is. Mayor Simonds said “if it’s a state road, we don’t really have a dog in the fight, but if it’s a city street, we do. All those people who live in that area have been really really hurt and their property values will fall after all these trucks start going up and down the highway.” He said Dr. Charles Lowery, the last living doctor in Lowell, NC, had tears streaming down his face when he went to talk to him about the street when the road opens, and he can’t do anything about all the transfer trucks coming beside his property.

He would recommend to the board that they consider, not tonight, but to have some kind of way to help our citizens deal with all that traffic. What he understands now is that Planning and Zoning board discussed a six-lane road (inaudible). “Where is all this money, maybe you can explain and that’s why I am asking all these questions.” He wants to know “what are all the plans here tonight in front of these people so they can let their neighbors know what’s going on. What are the plans,” he asked? He said “you hired an engineer I understand for this downtown deal, correct? What is it called Mr. Gates [looking in audience at Joe Gates, Planning Director]?” Mr. Attaway said it is for Design Consulting Firm for the master plan. Mayor Simonds asked how much we are paying the engineer? Mr. Attaway said he doesn’t have the amounts with him, but he can have it ahead of time when notified. Mayor Simonds asked how much it will be? Mr. Attaway said it’s been paid already. Mayor Simonds said he understands but asked what are you looking for? He said he “went to one of the zoning board meetings and just about fell out of the chair because they had this guy on a video that looked like, I don’t know what mafia people look like, but he doesn’t look like he’s the type of person that I’d want him doing anything for me. You know what the guy’s name is that yall hired to look at this and revamp downtown. What’s his name?” Mr. Attaway said “Demetri Baches”. Mayor Simonds asked where he was stationed. Mr. Attaway said he believed in Georgia. Mayor Simonds said, “so we hired a guy in Georgia to tell us what we need in Lowell?” Mr. Attaway said he used to work for the city of Belmont. Mayor Simonds said, “I think we need people from Lowell and what was that committee we voted on a while ago, the community committee?” He asked do we

ever involve those people as far as what we are doing, with all this money and hiring all these individuals? Who makes these decisions? Mr. Attaway said we follow the fiscal policy. Mayor Simonds said he's "talking about the people who live here and have to cross these streets with tractor trailers and things like that. They need to be involved as well. That is something we need to discuss and discuss hard. We need to know how much money are we spending and how much are we spending for engineers and all these people that are supposed to be experts in Georgia that I'm sure we have people in North Carolina, in Gaston County, maybe even in Lowell that we could hire to help us instead of paying all this money for people outside the city limits of Lowell or outside the state of North Carolina."

He continued "moving forward, the only other thing, is that I'm not ever going into Executive Session [Closed Session]. I'm not ever going to Executive Session. I'd like to see that streak broken one time, but I understand that councils have that right to go into Executive Session to discuss whatever they like. But as far as Larry, I'll never go in closed door sessions unless someone has died, tragically killed on the job or something we need to keep quiet yes, but not to set policy and not to govern." He asked if anyone else, including the public, had anything else to say.

With no other questions, Mayor Pro Tem Bates made a motion to go into Closed Session, seconded by Councilmember Chitwood. The vote was unanimously in favor. Councilmember Robinson made a motion for a five-minute recess, seconded by Councilmember Smith. The vote was unanimously in favor. The break started at 7:00pm.

VIII. CLOSED SESSION

A. To discuss personnel matters pursuant to NC General Statutes 143-318.11 subsection 6.

Councilmember Smith made a motion to come out of Closed Session at 7:17pm, seconded by Councilmember Chitwood. The motion was voted unanimously in favor.

IX. ADJOURN

Councilmember Bonham made a motion to adjourn the meeting, seconded by Councilmember Chitwood. The vote was unanimously in favor. The meeting adjourned at 7:18 pm.

ATTEST:

Larry Simonds, Mayor

Cheryl Ramsey, City Clerk



Regular City Council Meeting Memorandum

Prepared By: Lisa Nolen

Finance Report

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda	Item: 4A
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: January 2, 2024
Re: Finance Update

Utility Billing:

- Assist Utility Billing Department with processes in Polimorphic.
- Answer questions from Utility Billing staff.
- Provide assistance when needed for staff absences.
- Answer phone when staff is not available.

Finance:

- Enter cash receipts, cash disbursements, and general journal entries into Southern Software.
- Process and pay bills via check and online.
- Use allocation spreadsheets for corresponding bills to allocate expenses to the correct account.
- Collect receipts from staff, break out charges and sales tax to post to correct accounts, and post all Lowe's credit card charges.
- Issue purchase orders as needed for staff.
- Ensure all transactions are entered correctly and reconcile bank accounts.
- Complete tasks needed for the agenda related to Council meetings.
- Complete reporting requirements for SCIF grant.
- Complete needed documentation and tasks for grants.
- Train new Accounts Payable/Payroll clerk on duties to assist Finance Director.
- Working on 1099s for year-end.
- Assist other staff as needed.

Other:

- Meeting in Jonesville to view Black Mountain Software.
- Attend Department Head meetings.
- Attend Council meetings.
- Attend meetings with City Manager.

Attachments

City of Lowell, North Carolina
 FY 2024 Revenue Dashboard
 11/30/2023

Type	Budget	YTD thru 11/30/2023	Budget Remaining	Percent Remaining	Percent of FY24 Remaining
Funds					
General Fund	5,000,734.18	3,074,827.84	1,925,906.34	39%	58%
Water/Sewer Fund	1,755,709.24	975,727.61	779,981.63	44%	58%
Stormwater Fund	423,774.44	151,076.30	272,698.14	64%	58%
Total	7,180,217.86	4,201,631.75	2,978,586.11	41%	58%

Notes:
None

City of Lowell, North Carolina
 FY 2024 Expense Dashboard
 11/30/2023

Department	Budget	YTD thru 11/30/2023	Budget Remaining	Percent Remaining	Percent of FY24 Remaining
General Fund					
Administration	2,652,310.85	764,726.49	1,887,584.36	71%	58%
Public Safety	1,327,415.47	505,976.35	821,439.12	62%	58%
Public Works-Streets	318,185.88	109,108.09	209,077.79	66%	58%
Sanitation	345,633.72	127,877.08	217,756.64	63%	58%
Parks & Rec	257,188.22	88,697.18	168,491.04	66%	58%
Powell Bill	100,000.04	9,114.10	90,885.94	91%	58%
Total	5,000,734.18	1,605,499.29	3,395,234.89	68%	58%
Water/Sewer Fund					
Water/Sewer	1,380,721.44	568,978.40	811,743.04	59%	58%
Wastewater Treatment	374,987.80	103,438.81	271,548.99	72%	58%
Total	1,755,709.24	672,417.21	1,083,292.03	62%	58%
Stormwater Fund					
Stormwater	423,774.44	146,304.86	277,469.58	65%	58%
Total	423,774.44	146,304.86	277,469.58	65%	58%

Notes:
None



Public Works Report

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda	Item: 4B
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Thomas Shrewsbury, Public Works

Date: Jan 2, 2024

Re: December 2023 monthly report

- Street Department employees worked to keep the community clean throughout the holidays. They cleaned the curb and gutter, cut grass, and performed litter sweeps on main thoroughfares into Lowell.
 - Water Department staff repaired the following leaks:
 - 2-inch main break at the WWTP
 - 2-inch main break on E. First St.
 - 2-inch main break on Oakland St.
 - 6-inch main break on Catawba Run
 - 6-inch main break on N. Main St
 - 2-inch main break on Westover St.
 - 2-inch main break on Seigle St.
 - 2-inch main break on Dogwood St.
 - 2-inch main break on Belt Dr.
 - 2-inch main break on Moose St.
 - ¾ inch line break at 103 Walker Dr.
 - ¾ inch line break at 106 Walker Dr.
 - City staff assisted with prepping the Boys and Girls club for the December council meeting.
 - City crews helped with Christmas decoration installation and maintenance.
 - Street department staff continued running leaf routes. Leaves will be collected curbside on a weekly basis until Feb 16, 2024.
 - Public Works assisted other departments with special events such as trees at the track, music in the park and the Christmas tree lighting ceremony.
- Crews worked to keep catch basins and drainage ditches clear of leaves and debris to help prevent flooding.



Planning Report

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda Item: 4C
Reference File	Presented By

To: Scott Attaway, City Manager
From: Joe Gates, Planning Director
Date: January 3, 2024
Re: Monthly Department Update

Code Enforcement:

- Multiple nuisance violation letters issued.

Enforcement Action:

- All violations corrected by property owners.

Zoning:

- Processed (5) zoning permits in December.
- Permit count (166) for calendar year 2023.
- Attended on-site Preconstruction meeting with Lowell Woods developer to begin utility construction for this subdivision.
- Continued reviews for Spencer Ridge Preliminary plat and Willow Creek Meadows construction plans.

Planning:

- Attended Lowell Community Committee meeting 12/18/2023.
- Attended Lowell Planning and Zoning meeting, 12/5/2023.
- Attend monthly GCaMP (Gaston County & Municipal Planners) meeting at Gaston County Admin Building.
- Attended virtual meeting with Centralina Regional Council.
- Created new member packets for new council members and mayor.

Other:

- Attended monthly department head meeting.
- Attended November City Council Meeting.
- Attended Polimorphic (permit software) monthly update meeting.
- Planning Director presented at AI conference (Centralina Learns Event).



Geographic Information System (GIS) Report

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda Item: 4E
Reference File	Presented By

To: Scott Attaway, City Manager

From: Todd Stroupe, GIS Analyst

Date: January 3, 2023

Re: Geographic Information System (GIS) Report

GIS and Mapping.

- Generated potential water outage map for social media posts.
- Generated Christmas parade staging map.
- Generated map of exterior pit location at chemical plant site.
- Performed analysis of businesses within the façade grant boundary for the façade grant distribution list.
- Performed new construction water and sewer addition calculations for FPIC response.
- Performed updates of GIS layers and Economic Development Overview Storymap
- Continue to work on lead and copper service line inventory.
- Continue to work on Phase 2 of MS4/stormwater infrastructure mapping.

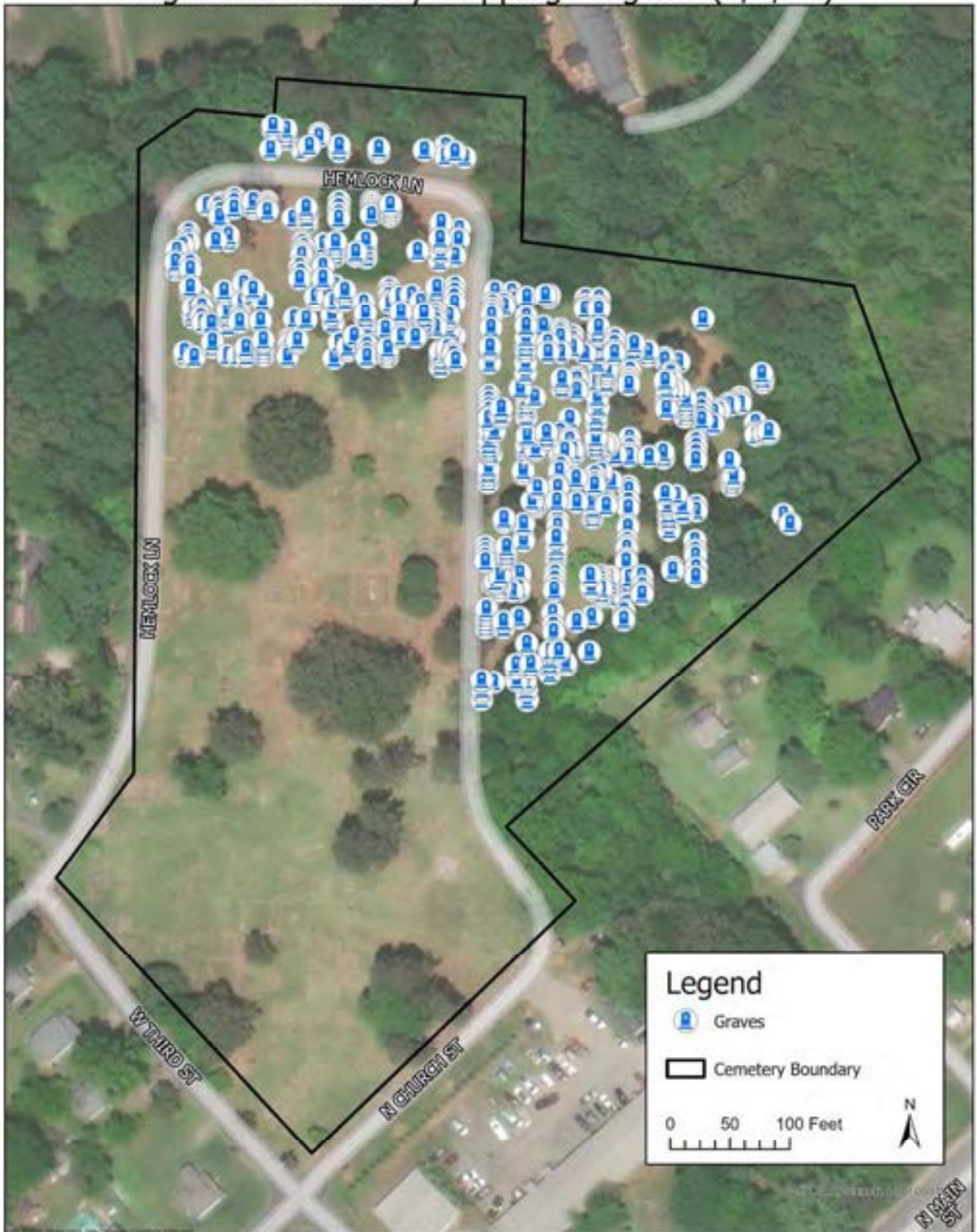
Meetings and Events

- Attended internal staff meeting about parade logistics.
- Attended monthly city council meeting.
- Attended internal department head meeting.

Edgemont Cemetery Mapping Project

- Kicked off the mapping project in October.
- Collected 580 graves as of January 3, 2023.
- Developing a public-facing interactive web map that will allow users to click on a grave for names, birth and death dates, pictures of headstones, etc.

Edgemont Cemetery Mapping Progress (1/3/24)



This map is a graphic representation and should only be used for illustrative purposes. Map created by Lowell GIS with data provided by Gordon County GIS.



Regular City Council Meeting Memorandum

Prepared By: Jamie Watkins

Stormwater Report

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda Item: 4F
Reference File	Presented By

To: Scott Attaway, City Manager
From: Jamie Watkins, Stormwater Administrator
Date: January 3, 2024
Re: Monthly Department Update

- Created a map of stormwater outfalls divided into 5 sections, one for each year of the MS4 Permit Cycle
- Investigated 4 stormwater complaints, closed out 3, one is a DOT issue awaiting update
- Completed SCM Inspector Certification Training
- .Attended monthly staff meeting
- Created and delivered an outreach program for the lighting of the Christmas Tree and Trees at the Track.
- Created a Stormwater Saturdays email list for future newsletters
- Continued work on We are the South Fork Citizen Science curriculum



Communications Report

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda Item: 4G
Reference File	Presented By

To: Scott Attaway, City Manager
From: Cristy Cummings, Communications Director
Date: January 3, 2024
Re: December Report for Communications

- *City website updates*
 - *Updated contacts on Council page*
 - *Updating Quick Links on homepage*
 - *Adding documents as requested by Department Heads*
- *Creation of social media content for facebook and instagram*
 - *What's Up Wednesday posts*
 - *Event promotions*
 - *Holiday/office closing posts*
 - *Other posts to keep residents in-the-know*
 - *Stormwater FAQ artwork*
- *CodeRed*
 - *Training and migration complete of resident addresses/phone numbers*
 - *Updating CodeRed contacts*
 - *Creation of City of Lowell employee group*
 - *Sent out City alerts (phone, email, text)*
 - *Christmas Parade*
 - *Cancellation of Christmas Parade*
 - *Emergency water outage alerts*
 - *Christmas office closing*
 - *New Year's office closing/Bulk Item Pick-up*
- *Assisting Parks and Recreation for Parade planning*
- *General*
 - *Meeting with WithersRavenel regarding City of Lowell branding packet*
 - *Creation of December 2023 Council meeting video for YouTube*
 - *Recorded meeting*
 - *Spliced sections together*
 - *Added captions to each section*



Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Police Report

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	Consent Agenda	Item: 4H
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Jeff Harrison, Assistant Police Chief
Date: January 3, 2024
Re: Police Report

The Lowell Police Department logged 846 calls in December 2023. Compared to December 2022 total of 729, the increase was expected since we have seen increases throughout 2023. Special checks remain a contributing factor to increased numbers. Officers made 9 felony arrests and 20 misdemeanor arrests in December. There were 116 citations issued from 119 traffic stops. The call numbers are also in for the entire year. LPD logged 9,999 calls for 2023 in our records management system. Gaston County Communications also distributed their call log numbers for 2023. The Lowell Police Department led all small towns except for Dallas in calls made to dispatch by citizens. Some other small towns had more officer-initiated calls (traffic stops, special checks, etc..) However, our officers were dispatched to more calls than Cramerton, Ranlo, Bessemer City, and Stanley police departments.

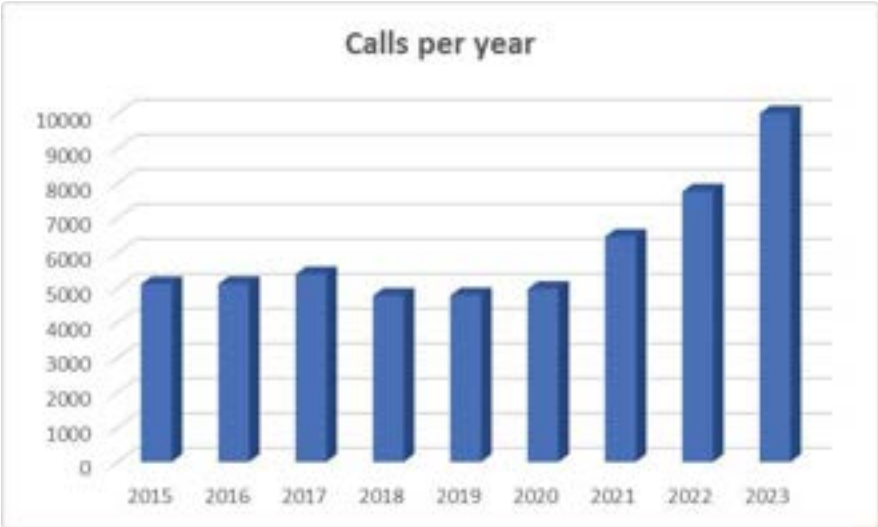
All officers completed their in-service training for 2023. Each year officers are required to complete 24 hours of prescribed training. The training is conducted through the North Carolina Justice Academy and a local firearms instructor. Officers must pass a test for each topic required along with passing firearms qualification.

McAdenville Christmas light traffic backed up through downtown on multiple nights last month. There were no major issues with the traffic.

The 2021 Ford PIU that was designated our K-9 unit was dropped off at the equipment upfitter in mid-December. The car will receive a kennel to house the K-9 officer while on duty along with safety equipment that will activate in the event of climate control failure in the patrol car. We are hopeful that we will be sending the officer for K-9 training in February. The 2 new Dodge patrol cars will be sent to the upfitter soon and placed into service ASAP.

December 21-23

- 2021- 515**
- 2022- 729**
- 2023- 846**





Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Location of Budget Retreats

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	Unfinished Business Item: 5A
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 1-3-2024

Re: Location of January 29th and March 1st Budget Retreats

The two budget retreats that were set during the FY 24-25 Budget Calendar adoption on December 12, 2023 do not have a location identified. Staff would like to request clarity on this matter and have the City Council identify location(s) for both retreats and establish the beginning and end times of the meetings.



Consideration of Black Mountain Software

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	New Business	Item: 6A
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Lisa Nolen, Finance Director
Date: January 3, 2024
Re: Consideration of Black Mountain Software

The NC League of Municipalities is using American Rescue Plan Act Grant (ARPA) funds they received to assist municipalities with their Municipal Accounting Services Program (MAS). As part of this program, they are providing Accounting Assistance, IT Assessment and Assistance, and Implementation of Black Mountain Financial Software.

The cost of implementation of Black Mountain Software as well as the first 3 year's of support will be paid by the League. See the attached proposal and presentation.

The move to Black Mountain Software for our financial needs would be advantageous to the City of Lowell for many reasons.

- The cost of implementation and 3 years of support is being paid by the NC League of Municipalities. The League is also providing IT and Accounting support at no charge with the implementation. The cost of implementation and 3 years of support is \$159,070 (see proposal) and this cost is paid by the League.
- This software includes other applications that we currently do not have.
 - a. Summit Code Enforcement - allow for us to bill for code enforcement and also maintain this information as profiles within the system.
 - b. UB Intelligent Mail Barcode - will save money on postage for utility bills.
 - c. Credit Card Manager - allow for departments to key information from credit card receipts and scan the receipts into the system. This will save time in the reconciliation process of the credit card statement.
 - d. Wireless Barcode Scanner - save time processing payments of utility bills and eliminate keying errors.
 - e. Daily Time Cards - save time and eliminate errors in processing payroll
 - f. Human Resources - will be able to complete 1095-C and other HR related tasks in house. Currently, this is a service billed and performed by others.
 - g. Permitting - will eliminate the need for third-party software and duplicate work of completing a permit.
 - h. Asset Manager & Mobile Asset Tracking - will allow us to manage and track assets such as equipment, computers, etc.
 - i. Department Security - we will be able to set-up each user's access based upon department(s).
- The software is cloud based and the daily backup of the software is included with the annual support.
- The League is also providing IT and Accounting support at no charge with the implementation.
- Black Mountain Software would improve and speed up processes in payroll, accounts payable, credit card transactions and reconciliation.

- Bills, invoices, credit card receipts, etc. can be scanned into the software for easier access. This would eliminate the time required to dig through paper files to pull documentation needed by the auditor.
- Each department will be able to key purchase requisition information into the software, scan and attach quotes and other supporting documentation for review and issue of purchase order by the Finance Director. We currently use another software for this and this information has to be manually keyed into our current financial software. This will save time and eliminate errors associated with purchase requisitions/orders.
- This software provides the ability of employees to complete their timesheets within the software from a computer, tablet, or smartphone. Once the employee completes, the supervisor can review and approve. Once approval has been completed, payroll can be processed without the need to manually enter employees' time from paper timesheets. This will save time checking timesheets and will eliminate keying errors.
- Black Mountain Software has automatic upload of State and Federal taxes. This will cut down on the time needed to complete these tasks as well as eliminate errors.
- The support provided by Black Mountain Software is timely. We currently have to call Southern Software to put in a ticket for support and then wait for a call back.
- Black Mountain Software will integrate with our website for customers to pay their utility bills as well as provide a phone number for customer's to call to pay their utility bill. We currently use a third-party vendor for this service.
- Black Mountain Software has work orders that can be completed and sent to department tablets. We are currently using another software for this task. Due to this, the work order information also has to be entered in Southern Software as well to record to the corresponding utility account.
- Two credit card swipe machines will be provided. Currently, credit card payments made inside City Hall are keyed manually, which takes more time and increases the chance of errors.
- Black Mountain Software also has automatic journal entries of payroll related payments; i.e. retirement, 401K, etc. Currently, we have to manually make these entries in Southern Software.

Attachments

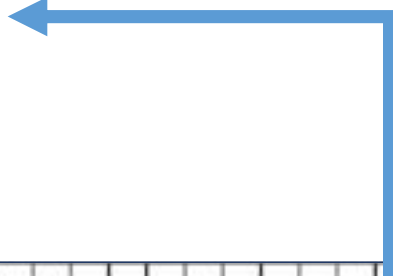
Lowell Software Proposal.pdf

Power Point-Black Mountain Software.pdf

Lowell RESOLUTION.pdf

Lowell Software Proposal

Year 4 Lowell
 Cost Estimate -
\$21,972
 (based on 5%
 increase over
 previous year)



Package Description	License Purchase Fees	Annual Fees		Conversion Fees	Annual Fee Prepayment		Total
		Year 1	Year 2		Year 3	Year 3	
Base Packages: Fund Accounting, Payroll, & Utility Billing							
Fund Accounting	\$33,700	\$6,600	\$6,800	\$1,850	\$7,000	\$55,950	
Payroll	\$7,890	\$2,250	\$2,320	\$1,100	\$2,390	\$15,950	
Utility Billing	\$14,390	\$4,200	\$4,320	\$4,650	\$4,450	\$32,010	
Base Package Subtotals:	\$55,980	\$13,050	\$13,440	\$7,600	\$13,840		
Add-On Applications:							
UB Intelligent Mail Barcode	\$370	\$0	\$0	\$0	\$0	\$370	
UB-Rate Analysis	\$1,855	\$30	\$30	\$0	\$30	\$1,945	
Credit Card Manager	\$1,875	\$340	\$350	\$0	\$360	\$2,925	
Department Security	\$2,930	\$110	\$115	\$0	\$120	\$3,275	
CR Cash Drawer	\$240	\$0	\$0	\$0	\$0	\$240	
CR Cash Drawer	\$240	\$0	\$0	\$0	\$0	\$240	
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055	
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055	
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505	
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505	
Daily Time Cards	\$790	\$315	\$325	\$0	\$335	\$1,765	
Human Resources	\$3,740	\$680	\$700	\$615	\$720	\$6,455	
Accounts Receivable	\$4,670	\$850	\$875	\$765	\$900	\$8,060	
Summit Code Enforcement	\$530	\$2,400	\$2,470	\$425	\$2,545	\$8,370	
Permitting	\$4,670	\$850	\$875	\$765	\$900	\$8,060	
Asset Manager	\$4,670	\$850	\$875	\$850	\$900	\$8,145	
Mobile Asset Tracking	\$1,395	\$255	\$265	\$0	\$275	\$2,190	
All Subtotals:	\$97,075	\$19,730	\$20,320	\$11,020	\$20,925	\$159,070	
Grand Total:							



WORKING AS ONE.
ADVANCING ALL.

Lowell Municipal Accounting Services Program (MAS) January 2024

By: Autumn Lyvers – Supervisor of Accounting – West

Municipal Accounting Services (MAS) Program Overview



- Funded through an ARPA Grant to the League
 - Obligations required by 12/31/2024
 - Program completion 12/31/2026



- Designed for Smaller Towns – Primarily under 2500 in population
- Goal to Provide Software and Assistance to between 40 and 60 Towns
- 3 Components:
 1. Implementation of Black Mountain Financial Software
 2. Accounting Assistance
 3. IT Assessment and Assistance

Implementation of Financial Software



Black Mountain Software selected through RFP process that emphasized ease of use by small towns and strong customer service.

Steps to Conversion:

1. Financial Assessment
2. IT Assessment
3. “Catch-up” Financial Assistance Provided - if needed.
4. Potential IT Needs (Hardware and Software)
5. MAS Conversion Team Assigned and Implementation Begins
6. Standard Chart of Accounts Introduced
7. Conversion Process Completed Over the Following 3 to 4 months
8. Town Staff is Trained by Black Mountain Team
9. Town Moves to Best Practice Phase of Program

PRE - {

POST - }



Software Highlights



- **At no cost to Town - 3 Year Package** of initial implementation and annual costs – Accounting, Payroll, and Utility Modules with many additional add-ons.
- **Town does not pay any software costs until Year 4!**
- Uniform, **Standard Chart of Accounts** will be used for all towns participating in the program.
- Some **Hardware Upgrades**, if necessary (based on the results of the IT assessment – some computers, printers, Windows application, and firewalls may be provided)
- Initial and Ongoing Software **Support and Training** from Black Mountain Staff for **3 Years** – continues in year 4 with annual maintenance paid by the town.

Software Functionality



- Three Core Financial Management Suites:

- **Fund Accounting Suite** – accounting; procurement; cash receipting; budget preparation; reporting
- **Payroll Suite** – payroll processes and reporting; ACH deposits; employee portal
- **Utility Billing Suite** – Water/Sewer and Electric systems; billing; ACH payments; Automated Meter Reading (AMR) interface; email bills; service orders

- Miscellaneous add-on items as needed



Accounting Assistance Highlights



“Catch-up” services from an outside firm for those that are behind on State required reporting and/or operational best practices.



MAS Staff will be assigned to assist before and after software conversion. Assistance includes, but not limited to:

1. Implementation of **Best Practices**
2. Year End **Audit Readiness** Assistance
3. **Monthly Oversight**
4. Available to Answer **General Accounting Questions**
5. **Major Benefits:** Town staff receives accounting training which may allow some outsourced services to come In-house.

Lowell MAS Team



Diane Seaford
Deputy Director
Municipal Accounting
Services



Autumn Lyvers
Accounting Supervisor



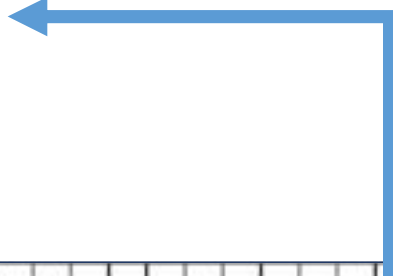
Julie Scherer
Accounting Specialist



Kyra Doster
Accounting Specialist

Lowell Software Proposal

Year 4 Lowell
 Cost Estimate -
\$21,972
 (based on 5%
 increase over
 previous year)



Package Description	License Purchase Fees	Annual Fees		Conversion Fees	Annual Fee Prepayment		Total
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All Subtotals:	\$97,075	\$19,730	\$20,320	\$11,020	\$20,925	\$159,070	
Grand Total:							

Process and Next Steps



Completed to date:

- ✓ Preliminary Financial Assessment
- ✓ Software Demo and Quote

Next steps:

- Board Presentation
- Board Considerations – to be complete by end of March 2024:
 - Resolution (handout) which includes:
 - MOA
 - Software License Agreement
- IT Assessment
- Catch-Up Bookkeeping Assessment and Assistance (if needed)
- Conversion tentatively set to begin January 2026– **after** financials are current & in satisfactory state.
 - Accounting Go-Live – April 2026
 - Utility Billing Go-Live – May 2026

Lowell – MAS Opportunity



Thank you!

Any Questions?



NCLM
NC LEAGUE OF MUNICIPALITIES



ACCOUNTING | UTILITY BILLING
Making your work day easier
and more productive.

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF LOWELL:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2024

TOWN/CITY OF LOWELL

By: _____

(Name)

Mayor

ATTEST:

(Name)

Town Clerk

Exhibit A
MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of Lowell (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF LOWELL**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B

License Agreement for Purchase and Support of Application Software



This AGREEMENT is made and entered into by and between BLACK MOUNTAIN SOFTWARE LLC, located at 110 Main Street, Suite 3, Polson, Montana 59860 (hereinafter referred to as BMS), and the Town of Lowell, located at 101 W First Street, Lowell, North Carolina 28098 (hereinafter referred to as LICENSEE).

The LICENSED SOFTWARE, as such term is used in the Agreement, includes all software products that the LICENSEE has obtained from BMS through purchase, lease, subscription, or rental and includes software, associated files, and documentation that may be related thereto, as the same may, from time to time, be amended, updated, or customized. The software products, associated files, and documentation that together constitute a computerized system are hereinafter referred to as LICENSED SOFTWARE. Examples of LICENSED SOFTWARE include, but are not limited to, the following products: (a) BMS Cloud Hosting, software hosted on cloud servers which the LICENSEE is granted access to; and (b) BMS Summit products, web application software hosted online which the LICENSEE is granted access to.

BMS hereby grants LICENSEE a limited, nontransferable, non-exclusive LICENSE to an executable copy of the LICENSED SOFTWARE, solely for LICENSEE's own internal business purposes and subject to the terms set forth herein. All rights not expressly granted to LICENSEE are reserved by BMS and its licensors. LICENSEE's ownership of and right to use the LICENSED SOFTWARE shall survive termination of this AGREEMENT. Notwithstanding, LICENSEE's obligation to only utilize the LICENSE SOFTWARE for internal business purposes and not transfer to other entities, not named in this AGREEMENT, shall survive termination of this AGREEMENT.

SCOPE OF SERVICES & FEES

The Scope of Services to be provided by BMS are more specifically set forth in Exhibit 1 to this AGREEMENT.

The Initial Service Fee for each software product provided to LICENSEE is to be paid for by the NC League of Municipalities (hereinafter referred to as "NCLM") pursuant to the Municipal Accounting Services Assistance Master Agreement. The Initial Service Fee Schedule is attached hereto as Exhibit 2. This Initial Service Fee shall cover a period of three (3) years ("Initial Performance Period") beginning upon the date on which the BMS commences implementation of the software for LICENSEE. . Thereafter, LICENSEE shall have the option to continue this AGREEMENT as described below.

During the Initial Performance Period, neither the LICENSEE nor BMS shall make any changes, directly or indirectly, to the Scope of Services, as stated in Exhibit 1 of the Agreement, or the Initial Service Fee paid by the League as indicated in Exhibit 2 of the Agreement, without the prior written approval of the NC League of Municipalities. All costs incurred for activities outside of Exhibit 1 and Exhibit 2 of the Agreement or without prior approval of the NC League of Municipalities shall be borne by the LICENSEE.

After the Initial Performance Period expires, LICENSEE shall be notified annually of rates for the Annual Service Fee for the upcoming year in sufficient time for budgeting, if requested. LICENSEE agrees to

payment of Service fees for as long as LICENSEE uses the LICENSED SOFTWARE.

1. WARRANTY AND LIMITATIONS OF LIABILITY

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the LICENSEE, and shall conform to all prevailing industry and professional standards.

BMS does not warrant that the functions contained in the LICENSED SOFTWARE meet LICENSEE'S requirements. It is the responsibility of LICENSEE to determine that the functions provided by the software meet LICENSEE'S needs. In addition, LICENSEE assumes the entire risk of using the LICENSED SOFTWARE.

BMS agrees to use reasonable efforts to correct any material errors found in the LICENSED SOFTWARE, during the term of this and any subsequent AGREEMENTS regarding the LICENSED SOFTWARE, at no additional cost to LICENSEE. An error, or "bug", is defined as a logical defect in the software that causes it to perform a specific function or calculation in an improper manner, or not as originally intended or designed.

LICENSEE agrees to report any suspected error to BMS and to provide a detailed description of the situation surrounding the detection of the suspected error. BMS shall analyze the situation and determine the cause of the problem. If it is a material error, BMS shall use reasonable efforts to correct it and provide a new copy of the corrected executable code for use by LICENSEE. If an error has caused the loss or inaccessibility of any significant data previously entered into the LICENSED SOFTWARE by LICENSEE, BMS shall provide all reasonable assistance necessary to retrieve or reenter such data. BMS shall advise LICENSEE if there are charges associated with the data recovery effort.

IN NO EVENT SHALL BMS HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR DAMAGES RESULTING FROM LICENSEE'S USE OR POSSESSION OF THE LICENSED SOFTWARE.

IN NO EVENT SHALL BMS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUE BY LICENSEE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCURRED OR SUFFERED BY LICENSEE, EVEN IF BMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FURTHER, EXCEPT FOR CLAIMS BASED ON US PATENT OR US COPYRIGHT INFRINGEMENT OR FOR PERSONAL INJURY OR PHYSICAL LOSS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF BMS, LICENSEE AGREES THAT BMS'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO, THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY AND NEGLIGENCE), WARRANTY, OR ON OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BMS FROM LICENSEE FOR SUCH SPECIFIC LICENSE FOR THE PARTICULAR PRODUCT(S) AND SERVICE PERIOD(S) TO WHICH THIS CLAIMS PERTAIN.

LICENSEE'S REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE AND ANY OTHER GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (i) OF MERCHANTABILITY, (ii) OF FITNESS FOR A PARTICULAR PURPOSE, OR (iii) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

2. OWNERSHIP OF SOURCE CODE

BMS owns the copyrights and all associated intellectual property rights to the licensed software which is considered confidential and a trade secret. The original source code for each software product, including any alterations or customization requested and paid for by the LICENSEE, is the sole property of BMS. The original source code is not provided as part of this AGREEMENT. LICENSEE is only granted permission to utilize a copy of the executable code for each software product, subject to the terms and restrictions set forth in this AGREEMENT. However, if BMS should discontinue its operations so as to no longer be in a position to service, update, or otherwise care for its software products under this AGREEMENT, BMS shall take all reasonable steps to provide LICENSEE with a single copy of the then-current version of the source code of each software product LICENSEE utilized, at no additional charge. The source code supplied to LICENSEE under this provision shall be subject to each and every restriction on use and disclosure set forth in this AGREEMENT, and LICENSEE acknowledges that the source code and its associated documentation are extraordinarily valuable proprietary property of BMS that shall be guarded against unauthorized use or disclosure with great care.

3. NONDISCLOSURE

All rights of any kind associated with LICENSED SOFTWARE that are not expressly granted in this AGREEMENT are entirely and exclusively reserved to and by BMS. LICENSEE shall not give, assign, sell, rent, lease, or otherwise transfer this LICENSE or the LICENSED SOFTWARE, or any access to the same, to any third party. LICENSEE may also not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the LICENSED SOFTWARE.

The LICENSED SOFTWARE is protected by both United States copyright law and international treaty provisions. LICENSEE agrees not to disclose or otherwise make available the LICENSED SOFTWARE, or related documentation, in any form, to any person for any purpose other than as necessary to LICENSEE'S use of the software as authorized herein. LICENSEE is hereby granted permission only to make archival copies of approved LICENSED SOFTWARE for the sole purpose of back up to protect LICENSEE'S investment from loss. However, LICENSEE shall safeguard the original and all copies of the LICENSED SOFTWARE and documentation against unauthorized disclosure and take such steps as necessary to ensure that the provisions of this AGREEMENT are not violated by any employee of LICENSEE or any other individual with access to LICENSEE'S computer system. For only those users that have elected to have their software hosted through BMS on the "Cloud", or other online hosting service, a backup of each application and the related application database shall routinely be performed each workday by a third-party provider.

4. ADDITIONAL SERVICES

See Scope of Services in [Exhibit 1](#).

5. PROTECTION OF DATA

5.1 Implementation on Client Hardware/Network

Intentionally omitted.

5.2 Implementation on Cloud and for Online Services

BMS shall make commercially reasonable efforts to safeguard LICENSEE'S data. LICENSEE UNDERSTANDS AND AGREES THAT BMS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OF THE THIRD-PARTY PROVIDERS, AND THAT LICENSEE'S REMEDIES, IF ANY, RELATING TO LOSS OF DATA ASSOCIATED WITH ERRORS OR OMISSIONS OF THE THIRD-PARTY PROVIDERS ARE STRICTLY LIMITED TO CLAIMS LICENSEE MAY HAVE AGAINST THE THIRD-PARTY PROVIDERS.

In the event of loss of data, LICENSEE shall participate and assist with data recovery by all reasonable means, in conjunction with the efforts of the third-party provider of infrastructure as a service, as well as the third-party provider of backup services. IT IS UNDERSTOOD AND AGREED THAT BMS'S LIABILITY IN THE EVENT OF LOSS OF DATA IS STRICTLY LIMITED TO TAKING THE REMEDIAL MEASURES DESCRIBED HEREIN, AND IN NO EVENT SHALL BMS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE LOSS OF LICENSEE'S DATA.

5.3 Data Breach: Licensee's Obligation to Notify Individuals

In the event the parties hereto discover an unauthorized disclosure of LICENSEE'S data, the discovering party shall notify the other party within 24 hours of discovery of such a disclosure. LICENSEE hereby accepts all obligations under applicable law to notify each individual affected by the disclosure. LICENSEE agrees to pay all costs associated with the notification process and to diligently abide by all laws governing the unauthorized disclosure of personal information. BMS agrees to fully cooperate with the LICENSEE in their process. To the extent permitted by law, LICENSEE shall indemnify and hold harmless BMS against all costs of notification and remediation of an unauthorized disclosure of LICENSEE'S data, whether or not such breach is the direct result of an action or inaction of BMS. This indemnification shall extend to all claims for any losses, damages, liabilities, fines or expenses, including reasonable attorney's fees, arising out of any failure by LICENSEE to comply with its obligations hereunder.

6. NONPAYMENT

The Initial Service Fee for each software product provided to LICENSEE under this Agreement is to be paid for by the NC League of Municipalities pursuant to the Municipal Accounting Services Assistance Master Agreement. LICENSEE agrees to make all required payments for: (a) Annual Service Fees; (b) additional services that are requested by the LICENSEE under Section 4 above; and (c) any applicable Cloud Hosting or access fees, on or before the due date of such payment. If any such payment remains unpaid for a period of thirty (30) days, BMS shall have the right to terminate this AGREEMENT and all Service, support, Cloud Hosting, and/or access to the LICENSED SOFTWARE and other services.

7. COMPUTER SYSTEM

LICENSEE is responsible for and agrees to provide and maintain a computer system suitable to support the use and operation of BMS'S software products, as specified on BMS'S website in a document entitled Minimum Requirements. When applicable, LICENSEE is responsible for the stability of their internet access and understands that the quality of their internet connection can impact the services BMS provides. LICENSEE is responsible for and agrees to keep computer workstations, servers, operating systems, network switches and wiring, uninterruptible power supplies, etc. up to date and functioning properly. Information on the use of LICENSED SOFTWARE, including system performance metrics, is monitored and collected by BMS for the explicit purpose of improving the Software, End Users' experience, Software performance, Software reliability and general troubleshooting practices. LICENSEE may request BMS'S advice regarding modification of server, workstation, and/or network environments to ensure proper functioning of BMS'S software. However, actual modifications are to be performed by LICENSEE'S in-house or contracted technical support personnel, unless BMS personnel are specifically directed to make changes in an emergency. In this case, authorization to proceed must be provided in writing to BMS. If LICENSEE fails to properly provide and maintain a suitable computer system, and this leads to data corruption, LICENSEE may incur charges from BMS to cover costs related to repairing or restoring damaged data. In such an event, BMS retains the right to notify LICENSEE of the fact and the amount of the charges within 30 days of discovery and reporting of the issue.

8. APPLICABLE LAW

This AGREEMENT is the complete statement of the AGREEMENT between the parties on the subject matter, and merges and supersedes all other or prior understandings, agreements, and arrangements. This AGREEMENT shall be governed by the laws of the State of North Carolina. Exclusive jurisdiction and venue for all matters relating to this AGREEMENT shall be in courts located in the State of North Carolina, and BMS and LICENSEE consent to such jurisdiction and venue. If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, modified to conform with such applicable statute or rule of law.

9. NORTH CAROLINA PUBLIC RECORDS LAW

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the LICENSEE by the BMS are subject to the public records laws of the State of North Carolina and it is the responsibility of the BMS to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the LICENSEE. BMS understands and agrees that the LICENSEE may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

10. E – VERIFY

BMS shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of BMS's knowledge, any subcontractor employed by BMS as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

11. IRAN DIVESTMENT ACT

BMS certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, BMS shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

12. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT

BMS certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

13. FORCE MAJEURE

BMS will not be responsible for any delay or failure to perform obligations specified in this AGREEMENT due to causes beyond BMS's reasonable control.

14. TERM AND TERMINATION

The term of this AGREEMENT shall be for so long as there are then current orders made a part hereof unless earlier terminated as provided herein.

Either party may terminate this AGREEMENT by giving the other written notice effective no later than sixty (60) days prior to the next Annual Service fee date. Such written notice shall be addressed and delivered to the designated points of contact, respectively, for LICENSEE and BMS at the addresses provided above or as later provided.

BMS may suspend LICENSEE's access to the LICENSED SOFTWARE and services during any period that LICENSEE is in material breach of this AGREEMENT or LICENSEE's access to and use of the LICENSED SOFTWARE creates a material security vulnerability. Where practicable, BMS will give LICENSEE at least two (2) days' advance notice of the suspension unless the suspension is made under emergency circumstances. BMS will reinstate LICENSEE's access to the LICENSED SOFTWARE when the grounds for suspension are cured.

In the event this AGREEMENT is terminated, BMS will retain LICENSEE's data for up to sixty (60) days from the effective date of termination. During that sixty (60) day period, upon LICENSEE's request, BMS shall provide LICENSEE with a backup copy of their data for each licensed software product that can be reasonably transferred to a local hosting service. In this case, BMS may assist LICENSEE with installation and/or configuration of LICENSEE'S software and data on a local network, upon payment of related installation fees. BMS has no obligation to retain LICENSEE's data after the sixty (60) day period and may destroy LICENSEE's data any time thereafter

15. INDEPENDENT CONTRACTOR

BMS shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. BMS represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the LICENSEE.

16. NO ASSIGNMENT

Neither party may assign this AGREEMENT without the express written consent of the other. Notwithstanding the foregoing, a Party may assign this AGREEMENT and all of its rights and obligations hereunder to any AFFILIATE or to any THIRD PARTY in connection with the transfer or sale of all or substantially all of its business, or to which it may transfer all or substantially all of its assets to which this AGREEMENT relates, or in the event of its merger, consolidation, change in control or similar transaction, without obtaining the consent of the other Party, provided that the assigning party remains liable under this AGREEMENT and that the THIRD PARTY assignee or surviving entity assumes in writing all of its obligations under this AGREEMENT.

17. DUTY OF LICENSEE

The LICENSEE further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Systems and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact Black Mountain Software on behalf of the LICENSEE as needed to facilitate implementation of the Municipal Accounting Systems and Cybersecurity Grant; (4) make reasonable efforts to maintain industry standards for cybersecurity; and (5) use the Standardized Chart of Accounts as provided in the Black Mountain Software installation.

THE REMAINDER OF THIS PAGE REMAINS BLANK INTENTIONALLY.

SIGNATURES ARE ON THE NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the LICENSEE's signature.

BLACK MOUNTAIN SOFTWARE, LLC:

LICENSEE:

LOWELL

a North Carolina municipal corporation

By:

By:

Signature

Signature

Mike Fabrizio

Name

Co-CEO

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

The undersigned acknowledges this Agreement and its obligation to fund services provided herein as set forth under separate agreements between the NC League of Municipalities and each of the parties above.

NC League of Municipalities

By:

Signature:

Name:

Date:

EXHIBIT 1 Scope Of Services

MEMBER SERVICES

The Initial Service Fee and Annual Service Fee, as shown in The Initial Service Fee Schedule cover 1.) the purchase of an executable copy of the LICENSED SOFTWARE; 2.) telephone and other means of support, including granting access to online services provided by BMS, and training to all of LICENSEE'S involved personnel in the use of the LICENSED SOFTWARE; 3.) initial transfer of data from the LICENSEE'S current system into the LICENSED SOFTWARE, 4.) error correction, including software updates current with all changes in applicable law and equivalent to the products sold to new clients, and related data files changes; and 5.) hosting LICENSED SOFTWARE, including backup through a third-party provider.

1. Software Purchase. BMS grants LICENSEE a limited, nontransferable, non-exclusive LICENSE to an executable copy of the LICENSED SOFTWARE. This includes the selected Base Package and Add-On Applications from the corresponding Initial Service Fee Schedule.

All the software products are multi-user, with an unlimited number of LICENSE users (seats).

2. Support and Training. Unlimited phone, email, and internet support is included in the LICENSEE'S services. Support is available during normal business hours, which are Monday through Friday, 7:00 a.m. to 5:30 p.m. (Mountain Time). Any unexpected down times will be communicated via email as needed.

Training is included for the LICENSEE, with the services provided for each software application. Unless specifically arranged, initial training will be conducted online. After initial training, free online training is always available with advanced scheduling required. Hourly charges and travel costs apply at a pre-quoted rate for training physically provided onsite.

3. Data Transfer. At initial implementation, BMS will assist the LICENSEE in transferring (i.e. converting) data from an existing system(s). BMS will provide the LICENSEE, via NCLM, all data requests and data conversion templates needed for the conversion process. Any additional conversion data requested by LICENSEE would be custom and additional costs would apply to convert such data. A quote would be provided after discussion of the data to be included and review from BMS staff.

The following list includes, but is not limited to, the data BMS will convert for the Base Packages:

Fund Accounting – BMS approved universal chart of accounts as required for NCLM MAS participants, vendors, conversion month, YTD balances for balance sheets, revenue and expenditure accounts, outstanding checks, current year purchase orders.

Payroll – employee master file information (including demographic area, rates of pay, tax exemption settings, contact information), deductions, YTDs (to produce W2s), outstanding checks, leave balances.

Utility Billing – customer information (including account numbers, route/walk sequences,

independent billing, owner and resident names/addresses), balances, rate codes, security deposits, meter information (including readings), comments/notes.

Year-to-date (YTD) totals and/or ending balances are converted. Detailed transaction history is not converted.

4. Software Updates. Updates to the software will be applied as needed on a per-application basis. Critical updates required for error correction will be applied as needed. All BMS applications and cloud systems have updates automatically applied as they become available. Required system maintenance shall be scheduled and performed in such a way as to minimize disruption to LICENSEE'S workflow.
5. Hosting. BMS shall arrange for the hosting of LICENSEE'S applications by a third-party provider of infrastructure as a service, or through BMS'S online services.

Via Hosting, the software and data can be accessed 24/7 outside of the designated weekly maintenance window, which is 11:00 p.m. Saturday to 1:00 a.m. on Sunday (Mountain Time). Unexpected down times will be communicated via email as needed.

In addition, BMS shall arrange for LICENSEE'S data for each software product to be backed up each workday using a third-party provider of backup services. Data storage and backup shall meet all applicable industry and governmental standards for electronic storage, data security and backup. LICENSEE has the option, but not obligation, to perform additional backups manually to local workstations.

ANNUAL SERVICE FEES SPECIFICALLY **DO NOT COVER** (1) CUSTOM SOFTWARE ENHANCEMENTS, (2) LOCAL CLIENT HARDWARE/NETWORK RELATED SUPPORT, (3) DATABASE REPAIR DUE TO NON-SOFTWARE RELATED PROBLEMS SUCH AS THOSE INVOLVING LOCAL CLIENT HARDWARE, THE LOCAL CLIENT NETWORK, OR THE LOCAL CLIENT NETWORK ENVIRONMENT AND (4) FORMAT CHANGES TO ANY FILE USED TO IMPORT DATA FROM OR EXPORT DATA TO A THIRD PARTY.

ADDITIONAL SERVICES

LICENSEE may request BMS to perform additional services. Additional services can include, but are not limited to, additional data preparation or conversion; supplemental training or preparation of supplemental training materials; changes to any import or export file; changes to any credit card processing interface; and systems analysis and custom programming. A cost estimate for any such services shall be provided by BMS in response to a request by LICENSEE. If travel is required, an estimate of these costs shall also be provided. Upon agreement in writing by both parties, the requested effort shall be performed. Such an effort shall be provided at BMS'S standard rate during the period of performance. Costs of additional services shall be billed once the services have been provided and shall be due and payable within one month of billing. Actual travel costs shall be billed. Travel costs may include mileage or airfare, a nominal travel time charge per person, per diem, rental car, and lodging. Mileage and per diem shall be based on the current Federal rates.

Any additional services, not covered in the Scope of Services and Annual Service Fees, are paid for by the LICENSEE, and not the funding responsibility of NCLM.

EXHIBIT 2 - Initial Service Fee Schedule

Note to drafters: the “Initial Service Fee Schedule” for Exhibit 2 will vary for each License Agreement signed by Municipalities based on the package that the NCLM chooses for them.

Please see next Page for Exhibit 2, which will become part of the “Approved Budget” pursuant to Article II, Section 2 of the Memorandum of Agreement.

Initial Service Fee Schedule

Town of Lowell
 Lisa Nolen, Finance Director
 101 W First St
 Lowell, NC 28098
lnolen@lowellinc.com



November 29, 2023

Package Description	License Purchase Fees	Annual Fees Year 1	Conversion Fees	Annual Fee Prepayment		Total
				Year 2	Year 3	
Base Packages: Fund Accounting, Payroll, & Utility Billing						
Fund Accounting	\$33,700	\$6,600	\$1,850	\$6,800	\$7,000	\$55,950
Payroll	\$7,890	\$2,250	\$1,100	\$2,320	\$2,390	\$15,950
Utility Billing	\$14,390	\$4,200	\$4,650	\$4,320	\$4,450	\$32,010
Base Package Subtotals:	\$55,980	\$13,050	\$7,600	\$13,440	\$13,840	
Add-On Applications:						
UB Intelligent Mail Barcode	\$370	\$0	\$0	\$0	\$0	\$370
UB-Rate Analysis	\$1,855	\$30	\$0	\$30	\$30	\$1,945
Credit Card Manager	\$1,875	\$340	\$0	\$350	\$360	\$2,925
Department Security	\$2,930	\$110	\$0	\$115	\$120	\$3,275
CR Cash Drawer	\$240	\$0	\$0	\$0	\$0	\$240
CR Cash Drawer	\$240	\$0	\$0	\$0	\$0	\$240
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055
CR Receipt Printer	\$1,055	\$0	\$0	\$0	\$0	\$1,055
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505
CR Wireless Barcode Scanner	\$505	\$0	\$0	\$0	\$0	\$505
Daily Time Cards	\$790	\$315	\$0	\$325	\$335	\$1,765
Human Resources	\$3,740	\$680	\$615	\$700	\$720	\$6,455
Accounts Receivable	\$4,670	\$850	\$765	\$875	\$900	\$8,060
Summit Code Enforcement	\$530	\$2,400	\$425	\$2,470	\$2,545	\$8,370
Permitting	\$4,670	\$850	\$765	\$875	\$900	\$8,060
Asset Manager	\$4,670	\$850	\$850	\$875	\$900	\$8,145
Mobile Asset Tracking	\$1,395	\$255	\$0	\$265	\$275	\$2,190
All Subtotals:	\$87,075	\$19,730	\$11,020	\$20,320	\$20,925	
Grand Total:						\$159,070

Base Package Detail by Application (All applications and packages are inclusive of Cloud Hosting)

Fund Accounting:

- Accounting Core
- Purchase Orders
- Remote Requisitions
- ACH Credit
- Positive Pay
- Cash Receipting
- Budget Preparation

Payroll:

- Payroll Core
- ACH Direct Deposit
- Employee Portal

Utility Billing:

- Utility Billing Core
- ACH
- AMR Interface
- Email Bills
- Summit Service Orders
- BMS Pay

Additional Terms

1. All prices are in effect for calendar year 2023. To guarantee these prices, individual License Agreements must be entered into by the end of 2023. All pricing after 2023 will be subject to change. All towns/cities not belonging to the MAS program will be subject to standard BMS pricing.
2. Prices do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; during the Term of the Master Agreement between BMS and NCLM, such taxes are the responsibility of the League.
3. Utility Billing requires the use of specific bill layouts, options, and laser compatible billing forms for either postcard or full-page bills, as provided by BMS during the implementation process. Any additional work to edit or modify form layouts will be considered custom and billed at our current hourly rate. For the avoidance of doubt, LICENSEE shall be responsible for paying such costs.
4. With Automated Bank Drafting (ACH), there are setup and transaction fees charged by the banking institution (normally, a local bank) that processes these payments. LICENSEE shall be responsible for paying for such transaction fees.
5. This price indicates a standard file layout that BMS uses for the AMR Interface (Utility Billing). If a new/custom layout is needed to successfully complete this interface, additional service fees may be charged to accommodate a UB – AMR Custom Interface. LICENSEE shall be responsible for paying for such additional service fees.
6. The League will be billed and will pay for the License Purchase Fee, Year 1 Annual Service Fee, and Conversion Fee, as set out in the Initial Service Fee Schedule (under the applicable License Agreement between BMS and the LICENSEE), at the beginning of implementation. Upon completion of implementation, the League shall pay the Year 2 and Year 3 Annual Service Fee Prepayment fees referenced in the Initial Service Fee Schedule.
7. Existing clients purchasing additional modules will be billed upon commitment as follows: one-time fees billed in full and annual fees prorated to coincide with the annual renewal date.
8. All fees not identified in this License Agreement or the Memorandum of Agreement between the LICENSEE and the League shall be borne by the LICENSEE.
9. All hardware pricing is subject to change at invoice date.



Cash Asset Ratio Letter to Local Government Commission

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	New Business	Item: 6B
Reference File	Presented By	

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 1-3-2024

Re: Financial Performance Indicators of Concern (FPIC) Response to the Local Government Commission (LGC) - Response to the Auditor's Findings, Recommendations, and Fiscal Matters

The Cash Flow Indicator relating to Water and Sewer Condition of Assets was 0.32 for the City of Lowell for the year ended June 30,2023. The capital assets condition formula calculates the remaining useful life. A remaining useful asset value less than 0.50 may signal the need to replace the assets in the near future.

Changes in North Carolina Administrative Code, effective for all annual audits with fiscal year ends June 30, 2021 and later, require that:

- The auditor include, in the presentation to the governing board, the values of Financial Performance Indicators, and notification if any were identified as Financial performance Indicators of Concern (FPICs) requiring a response to the Secretary of the LGC (20 NCAC 03 .0502); and
- The unit of local government respond to the Secretary of the LGC within 60 days of the presentation to the governing board, with a plan for addressing each FPIC (20 NCAC 03 .0508).

Under North Carolina Administrative Code (20 NCAC 20 03 .0508), if a unit’s audited financial statements include FPICs, the governing body must develop a “Response to the Auditor's Findings, Recommendations, and Fiscal Matters” signed by a majority of the members of the governing body, and submitted to the LGC within 60 days of the auditor’s presentation. They also ask that the manager and finance officer sign the response to indicate their knowledge of the FPICs and agreement with the response and plan for implementation of corrective action.

Failure to provide a timely and adequate response and to promptly implement the corrective action identified may result in financial losses to the unit and may limit the unit’s ability to obtain LGC approval to issue debt.

Attached is the letter responding to the FPIC for the Mayor and Council signatures and submittal to the LGC.

Attachments

FPIC Response 1-9-2024.pdf

Water & Sewer FY 2023 Cash Asset Ratio.pdf



Date: January 9, 2024

To: Local Government Commission
From: Scott Attaway, City Manager

Re: FPIC Response for the City of Lowell

To whom it may concern,

In receipt of the email dated November 15, 2023 regarding a required FPIC response, I would like to provide you with the following information about asset repairs, replacements, additions to the water and sewer system, and potential merger of the sewer system with a regional provider.

The 2022-2032, 10-year Water and Sewer CIP indicates several items to be addressed within the water and sewer system. Specifically, what is scheduled this fiscal year is the following:

WWTP Repairs	
Digester Repairs	\$27,000
Pump Station Repairs	\$10,400
Chart Recorder, Effluent Sampler, Hydro Ranger, Chlorine and Sulfur Dioxide Smart Valve System	\$21,349.34
Capital Equipment	
Hydraulic Excavator (purchased)	\$62,000
Mini Excavator (purchased)	\$74,000
Equipment Trailer (purchased)	\$12,000

The following charts indicate new construction projects of residential subdivisions that have been approved and are in various stages of construction or staff plan review that will be adding extensive linear footage to the water and sewer system.

WILLOW CREEK MEADOW SUBDIVISION – TO BE COMPLETED IN 2025	
8” PUBLIC WATER	4297 LF
8” PUBLIC SEWER	4025 LF
PUMP STATION(S)	1
4” FORCE MAIN	1678 LF

LOWELL WOODS SUBDIVISION – TO BE COMPLETED BY 2025	
2” PUBLIC WATER	1400 LF
8” PUBLIC WATER	2603 LF
8” PUBLIC SEWER	3304 LF

RIVER HEIGHTS SUBDIVISION - COMPLETED	
2” PUBLIC WATER	294 LF
6” PUBLIC WATER	740 LF
8” PUBLIC WATER	1667 LF
8” PUBLIC SEWER	2638 LF

The City currently has the following quantity of water and sewer infrastructure as it relates to the above sizes.

9 PUMP STATIONS

7,851 feet of 4" FORCED MAINS
68,365 feet of 2" PUBLIC WATER
65,307 feet of 6" PUBLIC WATER
11,755 feet of 8" PUBLIC WATER
118,722 feet of 8" PUBLIC SEWER

These developments represent the following percentage increases to Lowell's water and sewer infrastructure totals.

PERCENTAGE INCREASE TO INFRASTRUCTURE TOTALS	
PUMP STATIONS	+11.11% (+1 PUMP STATION)
4" FORCED MAINS	+21.373% (+1,678 LF)
2" PUBLIC WATER	+2.478% (+1,694 LF)
6" PUBLIC WATER	+1.133% (+740 LF)
8" PUBLIC WATER	+72.88% (+8,567 LF)
8" PUBLIC SEWER	+8.395% (+9,967 LF)

Per the City of Lowell Utility Allocation and Extension Policy, one of our on-call engineers keeps records on the Wastewater Treatment Plant (WWTP) DMR monthly reports and tracks capacity as it relates to new developments and report this annually to the City Council. In the past, this has resulted in the City's pursuance of a pre-construction planning grant through NCDEQ and a construction grant through NCDEQ. The city was awarded \$400,000 for a pre-construction planning grant and that work is underway now and is scheduled to be completed by June 2024. Subsequently, the City of Lowell was awarded a construction grant/loan from the State Revolving Fund in the amount of \$7.9 million for the construction of a main lift/pump station in order to merge Lowell's WWTP with a regional provider (Two Rivers Utilities). We

expect to receive bids on that work by July of 2025 and execute a construction contract by August 2, 2025 per the letter of Intent to Fund from NCDEQ. This work would include decommissioning the current WWTP.

Additionally, Lowell has secured \$8.25 million in directed funds from NCDEQ for various water and sewer projects. These funds will be prioritized in an ongoing Water and Sewer CIP update and rate study that began in January of 2024. This information will be discussed with City Council and tentatively adopted in April of 2024.

If any further information is needed please contact Scott Attaway, City Manager at sattaway@lowellnc.com

Regards,

Scott Attaway, City Manager

Mayor Larry Simonds

Councilman Scott Bates

Councilman Phil Bonham

Councilman DeWayne Chitwood

Councilman Shane Robinson

Councilman Travis Smith

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Autos and trucks												
25		1972 Chev flatbed	1/01/72	4,503.54	0.00	0.00	4,503.54	0.00	4,503.54	0.00	S/L	10.00
26		1976 Chevrolet Pick-up	1/01/76	3,778.00	0.00	0.00	3,778.00	0.00	3,778.00	0.00	S/L	10.00
27		1967 Jeep Truck	1/01/78	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	10.00
28		1968 Jeep Truck	1/01/78	795.00	0.00	0.00	795.00	0.00	795.00	0.00	S/L	10.00
30		191 Ford F150 Pick-up	1/01/91	9,006.00	0.00	0.00	9,006.00	0.00	9,006.00	0.00	S/L	10.00
220		2002 Ford Pick-up F150	2/22/02	14,518.34	0.00	0.00	14,518.34	0.00	14,518.34	0.00	S/L	10.00
221		2002 Ford Pick-up F150	3/15/02	14,358.34	0.00	0.00	14,358.34	0.00	14,358.34	0.00	S/L	10.00
239		2004 F350 Ford Truck	9/19/03	25,518.03	0.00	0.00	25,518.03	0.00	25,518.03	0.00	S/L	10.00
241	d	2004 F150 Pick-up	12/19/03	14,179.34	0.00	0.00	14,179.34	0.00	14,179.34	0.00	S/L	10.00
297		2013 Ford Truck	11/30/12	24,551.24	0.00	0.00	24,551.24	0.00	24,551.24	0.00	S/L	5.00
298		2013 Ford Truck	2/08/13	24,159.50	0.00	0.00	24,159.50	0.00	24,159.50	0.00	S/L	5.00
				Autos and trucks	0.00c	0.00	135,567.33	0.00	135,567.33	0.00		
				*Less: Dispositions and Transfers	0.00	0.00	14,179.34	0.00	14,179.34	0.00		
				Net Autos and trucks	0.00c	0.00	121,387.99	0.00	121,387.99	0.00		

Group: BUILDING

8		Water treatment lab building	1/01/76	16,683.07	0.00	0.00	16,683.07	0.00	16,683.07	0.00	S/L	40.00
				BUILDING	0.00c	0.00	16,683.07	0.00	16,683.07	0.00		

Group: Equipment

37		Jumpet	1/01/72	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	10.00
38		Utility Chest Pick-up	1/01/74	79.95	0.00	0.00	79.95	0.00	79.95	0.00	S/L	10.00
40		Air Compressor	1/01/57	2,064.72	0.00	0.00	2,064.72	0.00	2,064.72	0.00	S/L	10.00
41		Homeite Pump	1/01/75	863.98	0.00	0.00	863.98	0.00	863.98	0.00	S/L	10.00
42		Toolbox	1/01/75	80.95	0.00	0.00	80.95	0.00	80.95	0.00	S/L	10.00
43		Fire Extinguisher	1/01/76	232.05	0.00	0.00	232.05	0.00	232.05	0.00	S/L	10.00
44		Power Pump on Skids	1/01/77	68.61	0.00	0.00	68.61	0.00	68.61	0.00	S/L	10.00
45		Pump	1/01/77	1,816.10	0.00	0.00	1,816.10	0.00	1,816.10	0.00	S/L	10.00
46		Pipe and Cable Locator	1/01/78	349.00	0.00	0.00	349.00	0.00	349.00	0.00	S/L	10.00
47		1979 Additions	1/01/79	1,813.32	0.00	0.00	1,813.32	0.00	1,813.32	0.00	S/L	10.00
48		Reddi Heater	1/01/80	279.75	0.00	0.00	279.75	0.00	279.75	0.00	S/L	10.00
49		Unknown	1/01/88	199.70	0.00	0.00	199.70	0.00	199.70	0.00	S/L	10.00
50		Heliflux Magnetic Locator	1/01/88	679.52	0.00	0.00	679.52	0.00	679.52	0.00	S/L	10.00
51		Pipe Locator	1/01/88	51.41	0.00	0.00	51.41	0.00	51.41	0.00	S/L	10.00
52		Waste Treatment Lab Equipment	1/01/76	8,755.50	0.00	0.00	8,755.50	0.00	8,755.50	0.00	S/L	10.00
54		Pump & Labor to install	1/01/89	11,473.92	0.00	0.00	11,473.92	0.00	11,473.92	0.00	S/L	10.00
55		Dynopoc LC 80 Rammer	1/01/89	1,850.00	0.00	0.00	1,850.00	0.00	1,850.00	0.00	S/L	10.00
56		Automatic Diaters	1/01/89	9,680.00	0.00	0.00	9,680.00	0.00	9,680.00	0.00	S/L	10.00
57		P&L New Panels	1/01/89	7,600.00	0.00	0.00	7,600.00	0.00	7,600.00	0.00	S/L	10.00
58		2 Walkie Talkies	1/01/90	1,925.00	0.00	0.00	1,925.00	0.00	1,925.00	0.00	S/L	10.00
59		5303W Mud Pump and Hose	1/01/90	1,012.93	0.00	0.00	1,012.93	0.00	1,012.93	0.00	S/L	10.00
60		41N1D18624 Backhoe	1/01/90	4,726.81	0.00	0.00	4,726.81	0.00	4,726.81	0.00	S/L	10.00
61		D130WD Air Compressor	1/01/90	8,100.00	0.00	0.00	8,100.00	0.00	8,100.00	0.00	S/L	10.00
62		Hydraulic Self-priming Pumps	1/01/90	10,540.00	0.00	0.00	10,540.00	0.00	10,540.00	0.00	S/L	10.00
63		2 Dry Pit Pumps	1/01/90	26,285.13	0.00	0.00	26,285.13	0.00	26,285.13	0.00	S/L	10.00

FYE: 6/30/2023

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: Equipment (continued)													
64		Water Flow Test Kit	1/01/91	877.58	0.00		0.00	877.58	0.00	877.58	0.00	S/L	10.00
138		Chain Hoist and Pulley	12/10/92	445.00	0.00		0.00	445.00	0.00	445.00	0.00	S/L	10.00
150		Welding, Cutting Torch & Accessor	3/13/95	3,563.15	0.00		0.00	3,563.15	0.00	3,563.15	0.00	S/L	10.00
152		Ratchet Puller, Eye Sling	5/11/95	259.34	0.00		0.00	259.34	0.00	259.34	0.00	S/L	10.00
167		5 Pump at Main Station	5/11/95	138.00	0.00		3.45	91.43	3.45	94.88	43.12	S/L	40.00
169		2 HP Sump Pump with Grinder	5/11/95	1,224.00	0.00		30.60	810.90	0.00	841.50	382.50	S/L	40.00
171		Motorola Base Station	8/11/95	1,150.00	0.00		0.00	1,150.00	0.00	1,150.00	0.00	S/L	10.00
172		Case Backhoe	9/22/95	18,960.55	0.00		0.00	18,960.55	0.00	18,960.55	0.00	S/L	10.00
173		Tilton Pressure Washer	3/22/96	598.00	0.00		0.00	598.00	0.00	598.00	0.00	S/L	10.00
176		1986 Myers Trailer	6/30/96	11,900.00	0.00		0.00	11,900.00	0.00	11,900.00	0.00	S/L	10.00
180		Push Button Fountain	8/12/96	428.83	0.00		0.00	428.83	0.00	428.83	0.00	S/L	10.00
181		Hammerhead Mole	8/12/96	5,293.00	0.00		0.00	5,293.00	0.00	5,293.00	0.00	S/L	10.00
183		Dual Chlorine Scales	8/18/97	1,110.00	0.00		0.00	1,110.00	0.00	1,110.00	0.00	S/L	5.00
189		Portable Sampler	1/12/98	3,958.50	0.00		0.00	3,958.50	0.00	3,958.50	0.00	S/L	5.00
198		11 HP Pump for Solids	3/10/99	1,642.20	0.00		0.00	1,642.20	0.00	1,642.20	0.00	S/L	5.00
199		Air-Cand-18M BTU for Sewer Pisan	6/25/99	752.99	0.00		0.00	752.99	0.00	752.99	0.00	S/L	10.00
201		90# Air Hammer	11/10/99	902.00	0.00		0.00	902.00	0.00	902.00	0.00	S/L	10.00
202		8 Aluminum Stop Logs for Sewer	1/10/00	9,500.00	0.00		0.00	9,500.00	0.00	9,500.00	0.00	S/L	10.00
203		Wacker Model B552Y, 1ump 5120-	2/10/00	1,850.00	0.00		0.00	1,850.00	0.00	1,850.00	0.00	S/L	10.00
222		Cell Kit for Spectrophoto Meter	4/10/02	340.75	0.00		0.00	340.75	0.00	340.75	0.00	S/L	10.00
223		DR2010 Spectrophoto Meter	4/19/02	2,500.00	0.00		0.00	2,500.00	0.00	2,500.00	0.00	S/L	10.00
224		Modes 400 Security Cab (Drop Box	6/07/02	1,399.00	0.00		0.00	1,399.00	0.00	1,399.00	0.00	S/L	10.00
232		6" x 8" Manhole Invert Scoops	11/27/02	1,923.00	0.00		0.00	1,923.00	0.00	1,923.00	0.00	S/L	10.00
234		Liquid Smoke Tester Hurco	3/19/03	1,163.00	0.00		0.00	1,163.00	0.00	1,163.00	0.00	S/L	10.00
238		1921 4x2 Gator Utl Vehl	8/22/03	4,959.08	0.00		0.00	4,959.08	0.00	4,959.08	0.00	S/L	10.00
242		90W Remote Power Supply	3/05/04	434.95	0.00		0.00	434.95	0.00	434.95	0.00	S/L	10.00
243		Titus 3" Trash Pump TTP-300	3/05/04	450.00	0.00		0.00	450.00	0.00	450.00	0.00	S/L	10.00
244		Heath Sure-Lock Utl Pro-locator	3/19/04	2,400.00	0.00		0.00	2,400.00	0.00	2,400.00	0.00	S/L	10.00
247		Vertical Dry Pit Pump 5" FBM	11/14/03	5,845.00	0.00		0.00	5,845.00	0.00	5,845.00	0.00	S/L	10.00
258		1/3 Cost of Hoshizaki Ice Machine	7/16/04	588.96	0.00		0.00	588.96	0.00	588.96	0.00	S/L	10.00
259		Auto Dialer for Main Lift Pump S	8/13/04	2,975.00	0.00		0.00	2,975.00	0.00	2,975.00	0.00	S/L	10.00
260		Pump Equipment	1/07/05	2,976.80	0.00		0.00	2,976.80	0.00	2,976.80	0.00	S/L	10.00
261		2 Telephones	3/18/05	139.08	0.00		0.00	139.08	0.00	139.08	0.00	S/L	10.00
269		Hole Saw	5/05/06	1,473.45	0.00		0.00	1,473.45	0.00	1,473.45	0.00	S/L	5.00
272		Wheeler Rex #3890-24 Pipe Cutter	10/06/06	2,900.00	0.00		0.00	2,900.00	0.00	2,900.00	0.00	S/L	5.00
273		Gas Alert, 4 Gas Micro Chips	11/22/06	1,095.00	0.00		0.00	1,095.00	0.00	1,095.00	0.00	S/L	5.00
274		Cell Phones	12/15/06	319.96	0.00		0.00	319.96	0.00	319.96	0.00	S/L	5.00
275		Dechlorination System	11/03/06	7,233.00	0.00		0.00	5,243.93	361.65	5,605.58	1,627.42	S/L	20.00
277		2 MOD 4700 Refrig Samplers	4/05/07	9,136.56	0.00		0.00	9,136.56	0.00	9,136.56	0.00	S/L	5.00
279		Backup Generator - Lyan St. Lift	5/02/08	35,974.68	0.00		0.00	24,282.86	1,798.73	26,081.59	9,893.09	S/L	20.00
283		Equipment for Tool Truck	2/27/09	617.98	0.00		0.00	617.98	0.00	617.98	0.00	S/L	5.00
286		Autodialer for Blower & Gen	5/22/09	3,495.00	0.00		0.00	3,495.00	0.00	3,495.00	0.00	S/L	10.00
289		Sewer, Jet, Ttr Mid, Mongoose	9/30/11	42,260.00	0.00		0.00	40,147.00	2,113.00	42,260.00	0.00	S/L	10.00
290		Honda 240CC Trash Pump	12/30/11	1,349.99	0.00		0.00	1,282.50	67.49	1,349.99	0.00	S/L	10.00
304		Generator for Traffic Signs	3/21/14	664.05	0.00		0.00	664.05	0.00	664.05	0.00	S/L	7.00
309		Security System	11/15/18	1,946.25	0.00		0.00	583.89	194.63	778.52	1,167.73	S/L	10.00
312		2019-2020 additions	12/30/19	64,000.00	0.00		0.00	4,027.50	1,611.00	5,638.50	10,471.50	S/L	10.00
316		Rel-vec	5/07/21	64,000.00	0.00		0.00	7,466.67	6,400.00	13,866.67	50,133.33	S/L	10.00
317		Push cam	5/07/21	12,480.00	0.00		0.00	1,456.00	1,248.00	2,704.00	9,776.00	S/L	10.00

Asset ID	Property Description	Date In Service	Book Cost	Book Sec	179 Exp	Book Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: Equipment (continued)												
320	Back Hoe Loader	7/01/21	88,798.60		0.00	0.00	8,879.86	8,879.86	17,759.72	71,038.88	S/L	10.00
			483,130.63		0.00	0.00	305,888.65	22,708.41	328,597.06	154,533.57		
Group: LAND												
1	Land - plant site	1/01/68	15,000.00		0.00	0.00	0.00	0.00	0.00	15,000.00	Land	0.00
			15,000.00		0.00	0.00	0.00	0.00	0.00	15,000.00		

Asset ID	Property Description	Date In Service	Book Cost	Book Sec	179 Exp	Book Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: Office equipment												
31	Desk & chairs	1/01/69	196.00		0.00	0.00	196.00	0.00	196.00	0.00	S/L	10.00
32	Remington Adding Machine	1/01/69	75.00		0.00	0.00	75.00	0.00	75.00	0.00	S/L	10.00
33	Address O Graph Machine	1/01/69	500.00		0.00	0.00	500.00	0.00	500.00	0.00	S/L	10.00
34	Billing Machine	1/01/82	4,202.75		0.00	0.00	4,202.75	0.00	4,202.75	0.00	S/L	10.00
35	Billing Program	1/01/83	1,500.00		0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	10.00
36	Air Conditioner	1/01/88	449.00		0.00	0.00	449.00	0.00	449.00	0.00	S/L	10.00
145	Software	11/10/93	3,510.85		0.00	0.00	3,510.85	0.00	3,510.85	0.00	S/L	10.00
174	P5-120 Intel 133 MHz Pentium	4/15/96	3,320.00		0.00	0.00	3,320.00	0.00	3,320.00	0.00	S/L	10.00
175	P5-100 Family PCS	5/16/96	3,988.00		0.00	0.00	3,988.00	0.00	3,988.00	0.00	S/L	10.00
182	Computer	6/30/97	11,540.70		0.00	0.00	11,540.70	0.00	11,540.70	0.00	S/L	10.00
184	1 OKIDATA 395 Printer SN6CHQ	11/12/97	1,279.00		0.00	0.00	1,279.00	0.00	1,279.00	0.00	S/L	5.00
185	OKIDATA 393 Top Tractor	8/18/97	138.00		0.00	0.00	138.00	0.00	138.00	0.00	S/L	5.00
186	Ethernet Eagle NE2000 PLUS NIC	7/01/97	212.83		0.00	0.00	212.83	0.00	212.83	0.00	S/L	5.00
187	Radix Handheld Meter Reading	8/18/97	6,974.00		0.00	0.00	6,974.00	0.00	6,974.00	0.00	S/L	5.00
190	Modem Monitor	3/12/98	1,077.43		0.00	0.00	1,077.43	0.00	1,077.43	0.00	S/L	5.00
191	Computer Upgrade	4/17/98	749.76		0.00	0.00	749.76	0.00	749.76	0.00	S/L	5.00
208	Cellular Phone	10/06/00	224.97		0.00	0.00	224.97	0.00	224.97	0.00	S/L	5.00
233	Computer and Ancillary	12/20/02	2,557.67		0.00	0.00	2,557.67	0.00	2,557.67	0.00	S/L	5.00
235	OKIDATA Printer MFL395	3/28/03	1,361.34		0.00	0.00	1,361.34	0.00	1,361.34	0.00	S/L	3.00
287	2 Handheld Meter Readers	8/22/10	11,000.00		0.00	0.00	11,000.00	0.00	11,000.00	0.00	S/L	3.00
288	Software for Readers	8/22/10	4,000.00		0.00	0.00	4,000.00	0.00	4,000.00	0.00	S/L	3.00
299	Computer Software and Support	6/06/14	23,363.53		0.00	0.00	23,363.53	0.00	23,363.53	0.00	S/L	3.00
300	Opti-plex Mini Tower	1/17/14	1,655.01		0.00	0.00	1,655.01	0.00	1,655.01	0.00	S/L	3.00
301	Sewer and Peripheral Equipment	1/17/14	775.50		0.00	0.00	775.50	0.00	775.50	0.00	S/L	3.00
302	HP 3015 Printer	1/31/14	422.30		0.00	0.00	422.30	0.00	422.30	0.00	S/L	3.00
303	2 TM U220B Receipt Printers	1/17/14	514.00		0.00	0.00	514.00	0.00	514.00	0.00	S/L	3.00
315	Software training	7/29/20	1,000.00		0.00	0.00	383.33	200.00	583.33	416.67	S/L	5.00
	Office equipment		86,587.64		0.00	0.00	85,970.97	200.00	86,170.97	416.67		

Group: Right of way

2	Right of way	1/01/68	13,410.00		0.00	0.00	0.00	0.00	0.00	13,410.00	Memo	0.00
3	Right of way	1/01/69	52.00		0.00	0.00	24.05	0.00	24.05	27.95	Memo	0.00
4	Right of way	1/01/76	7,142.74		0.00	0.00	2,053.75	0.00	2,053.75	5,088.99	Memo	0.00
5	Right of way	1/01/89	400.00		0.00	0.00	0.00	0.00	0.00	400.00	Memo	0.00
6	Right of way	1/01/90	350.00		0.00	0.00	0.00	0.00	0.00	350.00	Memo	0.00
7	Right of way	1/01/90	750.00		0.00	0.00	0.00	0.00	0.00	750.00	Memo	0.00

Asset ID	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: Sewer system											
105	L-85 extension	6/30/76	358,349.81	0.00	0.00	358,349.81	0.00	358,349.81	0.00	S/L	40.00
106	201 Sewer Facilities	1/01/76	1,952.00	0.00	0.00	1,952.00	0.00	1,952.00	0.00	S/L	40.00
107	System in general	1/01/68	949,220.00	0.00	0.00	949,220.00	0.00	949,220.00	0.00	S/L	40.00
108	Sewer Laterals	1/01/68	9,813.00	0.00	0.00	9,813.00	0.00	9,813.00	0.00	S/L	40.00
109	Sewer System	1/01/69	20,448.00	0.00	0.00	20,448.00	0.00	20,448.00	0.00	S/L	40.00
110	Sewer Laterals	1/01/69	39,601.00	0.00	0.00	39,601.00	0.00	39,601.00	0.00	S/L	40.00
111	Sewer Laterals	1/01/70	8,642.00	0.00	0.00	8,642.00	0.00	8,642.00	0.00	S/L	40.00
112	Sewer Laterals	1/01/71	1,103.80	0.00	0.00	1,103.80	0.00	1,103.80	0.00	S/L	40.00
113	Sewer Laterals	1/01/72	1,685.00	0.00	0.00	1,685.00	0.00	1,685.00	0.00	S/L	40.00
114	Sewer Laterals	1/01/73	1,050.00	0.00	0.00	1,050.00	0.00	1,050.00	0.00	S/L	40.00
115	Sewer Laterals	1/01/74	1,077.00	0.00	0.00	1,077.00	0.00	1,077.00	0.00	S/L	40.00
116	Sewer Laterals	1/01/75	746.00	0.00	0.00	746.00	0.00	746.00	0.00	S/L	40.00
117	Sewer Laterals	1/01/76	459.00	0.00	0.00	459.00	0.00	459.00	0.00	S/L	40.00
118	Engineering	1/01/68	71,000.00	0.00	0.00	71,000.00	0.00	71,000.00	0.00	S/L	40.00
119	Field Expense	1/01/68	6,427.00	0.00	0.00	6,427.00	0.00	6,427.00	0.00	S/L	40.00
120	Inspections	1/01/68	5,345.00	0.00	0.00	5,345.00	0.00	5,345.00	0.00	S/L	40.00
121	Miscellaneous	1/01/68	802.00	0.00	0.00	802.00	0.00	802.00	0.00	S/L	40.00
122	Engineering	1/01/69	1,216.00	0.00	0.00	1,216.00	0.00	1,216.00	0.00	S/L	40.00
124	Sewer System - Hobson	1/01/78	9,835.00	0.00	0.00	9,835.00	0.00	9,835.00	0.00	S/L	40.00
126	Sewer System - Legal (CPF)	1/01/79	538.00	0.00	0.00	538.00	0.00	538.00	0.00	S/L	40.00
127	Sewer System CD	6/30/80	193,835.22	0.00	0.00	193,835.22	0.00	193,835.22	0.00	S/L	40.00
128	Worn Gear and Shaft	6/30/84	6,371.40	0.00	0.00	6,371.40	0.00	6,371.40	0.00	S/L	10.00
129	4 HOV Level Controls	1/01/85	2,686.00	0.00	0.00	2,686.00	0.00	2,686.00	0.00	S/L	10.00
137	Renovation Lynn St Pump Station	1/01/92	24,917.86	0.00	0.00	18,377.02	622.95	18,999.97	5,917.89	S/L	40.00
140	Pump - Fern St. Pump Station	2/11/93	1,756.64	0.00	0.00	1,756.64	0.00	1,756.64	0.00	S/L	10.00
142	Major Repairs at Reed Station	1/11/93	8,871.50	0.00	0.00	6,321.01	221.79	6,542.80	2,328.70	S/L	40.00
160	Clarifier Bridge	3/17/95	3,650.00	0.00	0.00	2,398.58	91.25	2,489.83	1,160.17	S/L	40.00
161	Clarifier Equipment	4/10/95	29,300.00	0.00	0.00	19,207.98	732.50	19,940.48	9,359.52	S/L	40.00
162	Electrical Upgrade at Sewer Plant	4/11/95	5,847.91	0.00	0.00	3,833.24	146.20	3,979.44	1,868.47	S/L	40.00
164	Handrails	5/11/95	764.00	0.00	0.00	499.19	19.10	518.29	245.71	S/L	40.00
178	System Improvements	6/30/97	6,416.40	0.00	0.00	3,930.04	160.41	4,090.45	2,325.95	S/L	40.00
179	Water System - Improvements	1/01/97	756,213.49	0.00	0.00	599,106.48	18,905.34	618,011.82	138,201.67	S/L	40.00
193	Franklin Square Phase II Sewer	2/20/98	16,732.00	0.00	0.00	9,771.03	418.30	10,189.33	6,542.67	S/L	40.00
194	Jet Air Seal Diffuser	3/12/98	1,293.00	0.00	0.00	1,293.00	0.00	1,293.00	0.00	S/L	10.00
197	Railroad St. Materials	6/30/99	3,203.31	0.00	0.00	1,761.76	80.08	1,841.84	1,361.47	S/L	40.00
206	1000 Gallon Septic Tank 200	3/03/00	1,625.00	0.00	0.00	873.54	40.63	914.17	710.83	S/L	40.00
213	Lynn St. Lift STA Autodialer	5/04/01	3,095.00	0.00	0.00	1,586.29	77.38	1,663.67	1,431.33	S/L	40.00
214	North Lowell Pump STA-Tolbert	6/15/01	49,000.00	0.00	0.00	25,112.50	1,225.00	26,337.50	22,662.50	S/L	40.00
215	Pump Station Contributed Capital	6/15/01	54,600.00	0.00	0.00	27,982.50	1,365.00	29,347.50	25,252.50	S/L	40.00
216	Sewer Lines Contributed Capital	6/15/01	190,000.00	0.00	0.00	97,375.00	4,750.00	102,125.00	87,875.00	S/L	40.00
217	Sewer Lines Contributed Capital	12/31/00	122,929.00	0.00	0.00	63,001.21	3,073.23	66,074.44	56,854.56	S/L	40.00
227	80' Sewer Line at Pleasant	5/03/02	4,738.50	0.00	0.00	2,309.97	118.46	2,428.43	2,310.07	S/L	40.00
228	Contrib Pump St. - Magnolia	1/01/02	40,000.00	0.00	0.00	19,500.00	1,000.00	20,500.00	19,500.00	S/L	40.00
229	Contrib Pump St. - Riv Falls	1/01/02	40,000.00	0.00	0.00	19,500.00	1,000.00	20,500.00	19,500.00	S/L	40.00
			22,104.74	0.00c	0.00	2,077.80	0.00	2,077.80	20,026.94		

FYE: 6/30/2023

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Sewer system (continued)													
231		Coar Sewer Sys - River View	1/01/02	253,036.00	0.00		0.00	123,355.05	6,325.90	129,680.95	123,355.05	S/L	40.00
248		Replace Pump Etc - Main Lift St.	2/20/04	15,965.55	0.00		0.00	15,965.55	0.00	15,965.55	0.00	S/L	10.00
249		Generator - Fair St. Lift St.	6/10/04	15,441.00	0.00		0.00	15,441.00	0.00	15,441.00	0.00	S/L	10.00
250		Generator for Treat Plant	6/30/04	55,647.00	0.00		0.00	55,647.00	0.00	55,647.00	0.00	S/L	10.00
255		Sewer Lines Riverview Ph II	1/01/04	125,000.00	0.00		0.00	54,687.50	3,125.00	57,812.50	67,187.50	S/L	40.00
256		Sewer Lines Lauren Woods	1/01/04	26,000.00	0.00		0.00	11,375.00	650.00	12,025.00	13,975.00	S/L	40.00
257		Sewer Lines Preston Place	1/01/04	90,000.00	0.00		0.00	39,375.00	2,250.00	41,625.00	48,375.00	S/L	40.00
270		Piers for Creek Crossings	3/10/06	19,800.00	0.00		0.00	7,672.50	495.00	8,167.50	11,632.50	S/L	40.00
271		Miltronics Hydrostranger Effluent	6/30/06	2,495.00	0.00		0.00	2,495.00	0.00	2,495.00	0.00	S/L	10.00
284		Sewer Lines, Etc. Magnolia Place	1/01/08	16,950.00	0.00		0.00	5,720.63	423.75	6,144.38	10,805.62	S/L	40.00
305		45 KVA Transformer Riv View Lift	6/27/14	4,958.01	0.00		0.00	1,859.25	247.90	2,107.15	2,850.86	S/L	20.00
310		Construction in progress-CDBG	12/30/19	35,013.52	0.00		0.00	0.00	0.00	0.00	35,013.52	Memo	0.00
314		Construction in progress-CDBG	12/30/20	276,161.45	0.00		0.00	0.00	0.00	0.00	276,161.45	Memo	0.00
				Sewer system			0.00	2,951,292.69	47,565.17	2,998,857.86	994,765.51		

Group: Sewer treatment

9		Sewer treatment plant	1/01/68	207,388.00	0.00		0.00	207,388.00	0.00	207,388.00	0.00	S/L	40.00
10		Engineering	1/01/68	15,167.00	0.00		0.00	15,167.00	0.00	15,167.00	0.00	S/L	40.00
11		Field Expense	1/01/68	1,373.00	0.00		0.00	1,373.00	0.00	1,373.00	0.00	S/L	40.00
12		Inspection	1/01/68	1,141.00	0.00		0.00	1,141.00	0.00	1,141.00	0.00	S/L	40.00
13		MISC	1/01/68	171.00	0.00		0.00	171.00	0.00	171.00	0.00	S/L	40.00
14		Engineering	1/01/69	258.00	0.00		0.00	258.00	0.00	258.00	0.00	S/L	40.00
15		Aluminum Pipe	1/01/77	2,748.89	0.00		0.00	2,748.89	0.00	2,748.89	0.00	S/L	40.00
16		Sewer Plant	1/01/81	11,022.25	0.00		0.00	11,022.25	0.00	11,022.25	0.00	S/L	40.00
17		Sewer System CD	1/01/82	2,645.45	0.00		0.00	2,645.45	0.00	2,645.45	0.00	S/L	40.00
18		Turbo Compressor & Other Equipm	1/01/82	18,439.34	0.00		0.00	18,439.34	230.63	18,439.34	0.00	S/L	40.00
19		Pump	1/01/83	1,971.09	0.00		0.00	1,971.09	0.00	1,971.09	0.00	S/L	10.00
20		Freight on Pump	1/01/83	247.97	0.00		0.00	238.70	6.20	244.90	3.07	S/L	40.00
21		Flow Meter	1/01/84	2,007.92	0.00		0.00	2,007.92	0.00	2,007.92	0.00	S/L	10.00
22		Pumps	1/01/84	1,405.47	0.00		0.00	1,405.47	0.00	1,405.47	0.00	S/L	10.00
23		2 Pumps and Labor	1/01/88	3,065.00	0.00		0.00	3,065.00	0.00	3,065.00	0.00	S/L	10.00
24		Repair and Replace Blowers	1/01/91	6,021.79	0.00		0.00	6,021.79	0.00	6,021.79	0.00	S/L	10.00
139		2 Pumps at Sewer Plant	3/12/93	4,777.00	0.00		0.00	4,777.00	0.00	4,777.00	0.00	S/L	10.00
141		Drive Shaft and Motor on Pump	11/10/92	6,828.31	0.00		0.00	4,865.23	170.71	5,035.94	1,792.37	S/L	40.00
143		Chlorinator at Sewer Plant	1/11/93	2,570.00	0.00		0.00	1,831.13	64.25	1,895.38	674.62	S/L	40.00
147		250A Circuit Breaker	3/10/94	4,234.75	0.00		0.00	4,234.75	0.00	4,234.75	0.00	S/L	10.00
148		New #2 Pump - Main Station	6/30/94	1,146.00	0.00		0.00	773.55	28.65	802.20	343.80	S/L	40.00
149		Chain Link Fence, Post and Gate	3/13/95	1,300.00	0.00		0.00	854.67	32.50	887.17	412.83	S/L	40.00
153		Platform for Clarifier	5/11/95	3,496.31	0.00		0.00	2,284.53	87.41	2,371.94	1,124.37	S/L	40.00
154		Sewer System Lighting	6/12/95	2,734.55	0.00		0.00	1,780.78	68.36	1,849.14	885.41	S/L	40.00
155		Fab & Install Platforms For Lift	6/23/95	9,900.00	0.00		0.00	6,439.74	247.50	6,687.24	3,212.76	S/L	40.00
156		Fab & Install Platforms For Lift	6/29/95	6,273.00	0.00		0.00	4,077.97	156.83	4,234.80	2,038.20	S/L	40.00
165		Remove & Replace Chain Link Fen	6/29/95	340.00	0.00		0.00	221.02	8.50	229.52	110.48	S/L	40.00
166		Major Repairs at Sewer Plant	4/21/95	6,954.00	0.00		0.00	4,607.03	173.85	4,780.88	2,173.12	S/L	40.00
168		Installation of Platform	6/23/95	163.00	0.00		0.00	108.12	4.08	112.20	50.80	S/L	40.00
196		Install Probes and Alarms	6/30/99	5,200.00	0.00		0.00	5,200.00	0.00	5,200.00	0.00	S/L	10.00
246		Polymer Feed SYS - Drying Beds	10/30/03	1,793.00	0.00		0.00	1,793.00	0.00	1,793.00	0.00	S/L	10.00

Asset	Property Description	Date In Service	Book Cost	Book Sec	Book Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: Sewer treatment (continued)											
263	Digester Pump	12/03/04	1,962.00	0.00	0.00	1,962.00	0.00	1,962.00	0.00	S/L	10.00
264	Panel for Feed Pump @ WWTP	1/28/05	925.00	0.00	0.00	925.00	0.00	925.00	0.00	S/L	10.00
268	System	6/30/05	2,995.00	0.00	0.00	1,235.52	74.88	1,310.40	1,684.60	S/L	40.00
280	Aeration System Co 518-07-2	11/30/07	29,660.00	0.00	0.00	10,010.25	741.50	10,751.75	18,908.25	S/L	40.00
281	3 Continental Blowers Installed	1/04/08	95,780.00	0.00	0.00	32,325.75	2,394.50	34,720.25	61,059.75	S/L	40.00
306	Sewer Plant Improv. Fund 45	6/30/15	17,318.60	0.00	0.00	5,195.58	865.93	6,061.51	11,257.09	S/L	20.00
307	Improvements to WWTP	4/30/16	264,392.08	0.00	0.00	72,707.80	13,219.60	85,927.40	178,464.68	S/L	20.00
308	New Lift Station Enterprise Pump	6/30/18	418,000.00	0.00	0.00	73,150.00	20,900.00	94,050.00	323,950.00	S/L	20.00
311	WWTP pump	12/30/19	44,850.00	0.00	0.00	11,212.50	4,485.00	15,697.50	29,152.50	S/L	10.00
Sewer treatment			1,208,665.77	0.00c	0.00	527,406.19	43,960.88	571,367.07	637,298.70		

Group: Water system

65	Water system	1/01/34	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
66	Water System	1/01/35	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
67	Water System	1/01/36	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
68	Water System	1/01/37	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
69	Water System	1/01/38	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
70	Water System	1/01/39	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
71	Water System	1/01/40	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
72	Water System	1/01/41	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
73	Water System	1/01/42	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
74	Water System	1/01/43	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
75	Water System	1/01/44	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
76	Water System	1/01/45	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
77	Water System	1/01/46	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
78	Water System	1/01/47	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
79	Water System	1/01/48	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
80	Water System	1/01/49	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
81	Water System	1/01/50	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
82	Water System	1/01/51	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
83	Water System	1/01/52	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
84	Water System	1/01/53	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
86	Water System	1/01/55	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
87	Water System	1/01/56	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
88	Water System	1/01/57	2,663.71	0.00	0.00	2,663.71	0.00	2,663.71	0.00	S/L	40.00
89	Water System	1/01/58	2,663.81	0.00	0.00	2,663.81	0.00	2,663.81	0.00	S/L	40.00
90	Water System	1/01/59	31,083.92	0.00	0.00	31,083.92	0.00	31,083.92	0.00	S/L	40.00
91	Water System	1/01/60	3,398.41	0.00	0.00	3,398.41	0.00	3,398.41	0.00	S/L	40.00
92	Water System	1/01/61	13,408.72	0.00	0.00	13,408.72	0.00	13,408.72	0.00	S/L	40.00
93	Water System	1/01/62	19,519.25	0.00	0.00	19,519.25	0.00	19,519.25	0.00	S/L	40.00
94	Water System	1/01/63	1,261.88	0.00	0.00	1,261.88	0.00	1,261.88	0.00	S/L	40.00
95	Water System	1/01/64	27,983.00	0.00	0.00	27,983.00	0.00	27,983.00	0.00	S/L	40.00
96	Water System	1/01/65	61,433.00	0.00	0.00	61,433.00	0.00	61,433.00	0.00	S/L	40.00
97	Water System	1/01/66	2,449.00	0.00	0.00	2,449.00	0.00	2,449.00	0.00	S/L	40.00
98	Water System	1/01/68	18,576.00	0.00	0.00	18,576.00	0.00	18,576.00	0.00	S/L	40.00
99	Water System	1/01/69	732.00	0.00	0.00	732.00	0.00	732.00	0.00	S/L	40.00
100	Fire Hydrants	1/01/77	400.00	0.00	0.00	400.00	0.00	400.00	0.00	S/L	40.00

Asset	d	Property Description	Date In Service	Book Cost	Book Sec	179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Value	Book Method	Book Period
Group: Water system (continued)														
101		Water Tap	1/01/77	455.00	0.00			0.00	455.00	0.00	455.00	0.00	S/L	40.00
102		New Ladders	1/01/80	3,410.00	0.00			0.00	3,410.00	0.00	3,410.00	0.00	S/L	40.00
103		Robinsons St Improvements	1/01/87	156,965.50	0.00			137,344.84	3,924.14	0.00	141,268.98	15,696.52	S/L	40.00
104		Pump	1/01/87	3,153.10	0.00			3,153.10	0.00	0.00	3,153.10	0.00	S/L	10.00
123		Water Lines	1/01/78	48,626.00	0.00			48,626.00	0.00	0.00	48,626.00	0.00	S/L	40.00
125		Water Lines	1/01/78	44,608.00	0.00			44,608.00	0.00	0.00	44,608.00	0.00	S/L	40.00
130		Water Line Project	1/01/89	111,940.00	0.00			90,951.26	2,798.50	0.00	93,749.76	18,190.24	S/L	40.00
131		N Main St. Water Line Project	1/01/89	94,525.13	0.00			77,392.51	2,363.13	0.00	79,755.64	14,769.49	S/L	40.00
132		Water Lines	1/01/89	700.00	0.00			568.75	17.50	17.50	586.25	113.75	S/L	40.00
133		1-85 Water Line Project	1/01/90	7,217.63	0.00			5,683.86	180.44	180.44	5,864.30	1,353.33	S/L	40.00
134		1-85 Water Line Project	1/01/90	89,765.70	0.00			70,690.41	2,244.14	2,244.14	72,934.55	16,831.15	S/L	40.00
135		Reconditioning Water Tank	1/01/92	41,913.89	0.00			30,911.58	1,047.85	1,047.85	31,959.43	9,954.46	S/L	40.00
136		Casing Under 1-85	1/01/92	12,675.00	0.00			9,347.96	316.88	316.88	9,664.84	3,010.16	S/L	40.00
144		9 Fire Hydrants	2/11/93	3,678.26	0.00			2,620.86	91.96	91.96	2,712.82	965.44	S/L	40.00
146		DOT Utility Work - Cox Road	1/21/94	19,312.50	0.00			14,741.81	482.81	482.81	15,224.62	4,087.88	S/L	40.00
151		4 Gate Valve, Church St. Station	3/13/95	504.86	0.00			331.87	12.62	12.62	344.49	160.37	S/L	40.00
157		42 Water Meters	10/10/94	1,917.30	0.00			1,280.81	47.93	47.93	1,328.74	588.56	S/L	40.00
159		Piling & Supplies, Safety (OSHA)	3/13/95	2,219.01	0.00			1,458.98	55.48	55.48	1,514.46	704.55	S/L	40.00
163		Groves Street Water Line	4/11/95	45,795.75	0.00			30,018.06	1,144.89	1,144.89	31,162.95	14,632.80	S/L	40.00
170		Water System	1/01/54	51,143.94	0.00			51,143.94	0.00	0.00	51,143.94	0.00	S/L	40.00
177		Water Line - Rankin Ave	9/06/96	6,000.00	0.00			3,675.00	150.00	150.00	3,825.00	2,175.00	S/L	40.00
192		Tapping Sleeve and Valve	2/20/98	4,600.00	0.00			2,686.27	115.00	115.00	2,801.27	1,798.73	S/L	40.00
195		Oak St. and First St. Improvements	6/19/98	5,600.00	0.00			3,224.60	140.00	140.00	3,364.60	2,235.40	S/L	40.00
204		Pipe for Water Line on Power	12/10/99	855.93	0.00			460.10	21.40	21.40	481.50	374.43	S/L	40.00
205		1060 Water Line Difference	1/14/00	3,233.00	0.00			1,737.84	80.83	80.83	1,818.67	1,414.33	S/L	40.00
207		Tapping Sleeve & Install	4/07/00	7,185.00	0.00			3,862.04	179.63	179.63	4,041.67	3,143.33	S/L	40.00
209		S. Church St. Water Lamp.	8/10/00	51,830.00	0.00			26,562.88	1,295.75	1,295.75	27,858.63	23,971.37	S/L	40.00
210		Lynn St. Water Line	8/10/00	1,856.66	0.00			951.61	46.42	46.42	998.03	858.63	S/L	40.00
211		Diff'n Tolbert Line Diam	11/22/00	2,200.00	0.00			1,127.50	55.00	55.00	1,182.50	1,017.50	S/L	40.00
212		N. Birch St. Water Line	1/19/01	52,945.35	0.00			27,134.42	1,323.63	1,323.63	28,458.05	24,487.30	S/L	40.00
218		Water Lines-Contributed Capital	6/15/01	110,000.00	0.00			56,375.00	2,750.00	2,750.00	59,125.00	50,875.00	S/L	40.00
219		Water Lines-Contributed Capital	12/31/00	47,631.00	0.00			24,410.99	1,190.78	1,190.78	25,601.77	22,029.23	S/L	40.00
225		Laneberg St. Water Line	9/07/01	46,173.23	0.00			22,509.44	1,154.33	1,154.33	23,663.77	22,509.46	S/L	40.00
226		3 Fire Hydrants - Laneberg Rd.	9/28/01	2,731.13	0.00			2,731.13	0.00	0.00	2,731.13	0.00	S/L	10.00
230		Contrib Water Lines Riverview	1/01/02	199,149.00	0.00			97,085.23	4,978.73	4,978.73	102,063.96	97,085.04	S/L	40.00
236		Laneberg St. Water Line	11/15/02	5,700.00	0.00			2,636.25	142.50	142.50	2,778.75	2,921.25	S/L	40.00
237		N. Birch St. Water Line	12/20/02	19,736.00	0.00			9,127.90	493.40	493.40	9,621.30	10,114.70	S/L	40.00
245		6" Water Main - Birch Street	10/10/03	18,650.00	0.00			8,159.38	466.25	466.25	8,625.63	10,024.37	S/L	40.00
252		Water Lines Riverview Ph II	1/01/04	75,000.00	0.00			32,812.50	1,875.00	1,875.00	34,687.50	40,312.50	S/L	40.00
253		Water Lines Lauren Woods Ext	1/01/04	12,000.00	0.00			5,250.00	300.00	300.00	5,550.00	6,450.00	S/L	40.00
254		Water Lines Preston Place	1/01/04	50,000.00	0.00			21,875.00	1,250.00	1,250.00	23,125.00	26,875.00	S/L	40.00
262		Chlorinator Switchover System	12/03/04	5,205.00	0.00			2,147.14	130.13	130.13	2,277.27	2,927.73	S/L	40.00
265		System	2/11/05	4,214.80	0.00			1,738.61	105.37	105.37	1,843.98	2,370.82	S/L	40.00
266		System Improvements	5/13/05	4,355.00	0.00			1,796.52	108.88	108.88	1,905.40	2,449.60	S/L	40.00
267		Baffle and Gate for Chlorine	6/17/05	7,850.00	0.00			3,328.13	196.25	196.25	3,434.38	4,415.62	S/L	40.00
276		Water Main Extension	1/05/07	54,140.00	0.00			19,625.75	1,353.50	1,353.50	20,979.25	33,160.75	S/L	40.00
282		Gist Street Water Line	2/08/08	22,200.00	0.00			7,992.50	555.00	555.00	8,047.50	14,152.50	S/L	40.00
283		Water Lines Elm., Magnolia Place	1/01/08	17,700.00	0.00			5,973.75	442.50	442.50	6,416.25	11,283.75	S/L	40.00
313		2019-2020 water meters	12/30/19	453,802.00	0.00			283,662.63	11,345.05	11,345.05	39,707.68	414,094.32	S/L	40.00

Asset Id	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
(Group: Water system (continued))											
318	Water meter additions 2021	6/30/21	86,762.00	0.00	0.00	2,169.05	2,169.05	4,338.10	82,423.90	S/L	40.00
319	Water meter additions	6/30/22	16,020.00	0.00	0.00	0.00	400.50	400.50	15,619.50	S/L	40.00
	Water system		2,392,352.91	0.00c	0.00	1,308,180.00	49,543.15	1,357,723.15	1,034,629.76		
	Grand Total		8,353,715.46	0.00c	0.00	5,333,066.70	163,977.61	5,497,044.31	2,856,671.15		
	Less: Dispositions and Transfers		14,179.34	0.00	0.00	14,179.34	0.00	14,179.34	0.00		
	Net Grand Total		8,339,536.12	0.00c	0.00	5,318,887.36	163,977.61	5,482,864.97	2,856,671.15		



City of Lowell

Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Consideration of Change Order #7 from Trifecta Demolition

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	New Business Item: 6C
Reference File	Presented By

To: Lowell Mayor and City Council
From: Scott Attaway, City Manager
Date: 1-3-2024
Re: Consideration of Change Order #7 from Trifecta Demolition

Please see the attached change order for your consideration.

Attachments

Trifecta CO 007 Pictures.pdf
Trifecta CO 007 Yorkshire V.2 Addition of Pit.pdf
Expenses thru 01-03-2024 (002).pdf

#1 Building 4 Misc Openings



#2 Near Bldg 4 and new fence



3 Metal Grates and Trench



4 Tank Stairs



#5 Concrete Wall



6 Bollards 2 ea.



7 Metal Cap and Concrete Base



#8 Concrete Wall



#9 L Shaped Wall



#10 Typical Poles 32 ea



11 Yellow Barriers



12 Concrete Wall

#12 Concrete Steps



#13 UST



#14 Pipe rack pedestals



#15 Steel pipe



#16 Slab Examples





17 Concrete Debris



#18 Concrete Wall



#19 Concrete Curb





TRIFECTA SERVICES COMPANY
1722 Toal Street
Charlotte, NC 28206
704-900-1977
NC License #75369

January 3, 2024

Scott Attaway
City of Lowell
101 W. First Street
Lowell, NC 28098
704-824-3518
sattaway@lowellinc.com

Trifecta Change Order #007 Yorkshire America V.2 Via Email
1602 N. Main Street Lowell, NC

CO 007 PROPOSAL FOR SERVICES

Dear Scott,

Trifecta Services Company ("Trifecta") is pleased to submit our Proposal for construction services for the Project. This change order proposal includes all necessary supervision, labor, equipment, permits, disposal, and materials to perform the following detailed Scope of Work at the Project.

SCOPE OF WORK

- Structure / building numbers are used to indicate the approximate location for each item below. See attached drawing with notes indicating the approximate location of 1-19. Many of these items are safety related and relate to best case for proper erosion control measures.
- DEQ noted "liquids found will need to be sampled to determine their disposition" as it relates to any freestanding water in tanks, or containments, etc. This will apply to the single UST identified as # 13
- Removal of concrete walls includes those that are potential fall hazards, and in some cases leaning or pulling away from their original position. walls are typically 12" thick. Removal of walls and all concrete includes a measurable amount of concrete below grade that is not visible. Walls average 3'-4' total height in most cases.
- All concrete is priced to be processed down to size requirements for the landfill.
- Work includes all labor, equipment, transportation, and disposal.
- Erosion control will be required in most cases and locations. This will be completed using existing unit rates.
- **Item #1** Bldg. #4 Covering openings from pipe removed and or other holes throughout the exterior walls.
- **Item # 2** Near Building #4 Remove concrete topping slab, cover drain line and fill trench with ABC stone.
- **Item #3** Within the lower elevation of Structure #33 Remove two rows or metal grate and fill trenches with ABC stone.
- **Item #4** Remove metal stairs attached to tank near building 31 to make safe and prevent anyone from climbing and od falling from tank. Torch cut in manageable sections, save for reuse. Grind



any steel from steps flush with tank wall.

- **Item #5** Concrete wall near existing tank. Process wall using excavator equipped with a hydraulic processor attachment. This will allow removal of the wall above grade and keep SOG intact.
- **Item #6** Remove two bollards near tank by cutting flush with SOG.
- **Item #7** Pull up concrete base structure near metal tank.
- **Item #8** Remove three sections of concrete wall near tank. Wall is pulling away from SOG.
- **Item #9** Remove L shaped section of concrete wall next to Item #8.
- **Item #10** Remove rotten and broken wood utility poles throughout the site 32 each. Includes sizing poles to smaller lengths for disposal.
- **Item #11** Remove yellow barriers near building #28.
- **Item #12** Remove concrete wall and steps near building #28
- **Item #13** After testing water and water removal, remove UST near building #9. This is time sensitive to have water tested quickly. Tank is assumed to be a poly tank no greater than 2,000-gallon capacity. Permitting and closure reports are not included.
- **Item #14** Remove pipe rack concrete pedestals. 53 each. Size 80"X 24" After removal fill with ABC stone.
- **Item #15** Cut 3 steel pipes near building #6 by cutting flush with ground.
- **Item #16** Remove various concrete slabs, approximately 500 SF in and around buildings #22, 29, 28, and 21.
- **Item #17** Remove concrete debris behind retaining wall at lower tank pads.
- **Item #18** Remove concrete wall near building 6.
- **Item #19** Remove concrete curb to allow for proper drainage near Building #5.

PRICING

• Item 1 Cover openings in building #4		<u>\$3,478.00</u>
• Labor	\$2,236.00	
• Equipment/Fuel	\$788.00	
• Hauling/Disposal	\$25.00	
• Materials	\$429.00	
• Item 2 Concrete topping slab, cover drain, 35 TN concrete		<u>\$3,445.00</u>
• Labor	\$1,220.00	
• Equipment/Fuel	\$1,200.00	
• Hauling/Disposal	\$1,010.00	
• Materials	\$15.00	
• Item 3 Two rows metal grate		<u>\$1,180.00</u>
• Labor	\$520.00	
• Equipment/Fuel	\$600.00	
• Hauling/Disposal	\$50.00	
• Materials	\$10.00	
• Item 4 Tank stairs		<u>\$7,080.00</u>
• Labor	\$4,800.00	
• Equipment/Fuel	\$1,300.00	
• Hauling/Disposal	\$0.00	
• Materials	\$980.00	
• Item 5 Concrete wall near tank, 23 TN concrete		<u>\$2,970.00</u>
• Labor	\$980.00	



	• Equipment/Fuel	\$1,020.00	
	• Hauling/Disposal	\$950.00	
	• Materials	\$20.00	
• Item 6	Bollards 2 ea. near tank		<u>\$565.00</u>
	• Labor	\$420.00	
	• Equipment/Fuel	\$70.00	
	• Hauling/Disposal	\$65.00	
	• Materials	\$10.00	
• Item 7	Concrete base structure, 1.2 TN concrete		<u>\$1,230.00</u>
	• Labor	\$220.00	
	• Equipment/Fuel	\$860.00	
	• Hauling/Disposal	\$140.00	
	• Materials	\$10.00	
• Item 8	Three sections of concrete wall, 8 TN concrete		<u>\$2,490.00</u>
	• Labor	\$530.00	
	• Equipment/Fuel	\$980.00	
	• Hauling/Disposal	\$940.00	
	• Materials	\$40.00	
• Item 9	L shaped Concrete wall 5 TN concrete		<u>\$2,450.00</u>
	• Labor	\$730.00	
	• Equipment/Fuel	\$980.00	
	• Hauling/Disposal	\$730.00	
	• Materials	\$10.00	
• Item 10	Rotten utility poles (32ea.)		<u>\$8,270.00</u>
	• Labor	\$3,400.00	
	• Equipment/Fuel	\$2,200.00	
	• Hauling/Disposal	\$2,400.00	
	• Materials	\$270.00	
• Item 11	Yellow Barriers		<u>\$1,420.00</u>
	• Labor	\$530.00	
	• Equipment/Fuel	\$380.00	
	• Hauling/Disposal	\$500.00	
	• Materials	\$10.00	
• Item 12	Concrete wall and steps 9 TN concrete		<u>\$4,378.00</u>
	• Labor	\$980.00	
	• Equipment/Fuel	\$2,600.00	
	• Hauling/Disposal	\$780.00	
	• Materials	\$18.00	
• Item 13	UST		<u>\$2,965.00</u>
	• Labor	\$580.00	
	• Equipment/Fuel	\$700.00	
	• Hauling/Disposal	\$1,650.00	
	• Materials	\$35.00	
• Item 14	Concrete pedestals (53 ea.), 103 TN concrete		<u>\$18,500.00</u>
	• Labor	\$5,800.00	
	• Equipment/Fuel	\$7,200.00	
	• Hauling/Disposal	\$4,800.00	
	• Materials	\$700.00	
• Item 15	three steel pipes		<u>\$670.00</u>
	• Labor	\$350.00	
	• Equipment/Fuel	\$220.00	



- Hauling/Disposal \$25.00
 - Materials \$75.00
- **Item 16** 500 SF concrete slabs, 30 TN \$4,450.00
 - Labor \$990.00
 - Equipment/Fuel \$1,990.00
 - Hauling/Disposal \$1,420.00
 - Materials \$50.00
- **Item 17** Concrete debris approximately, 2 TN concrete \$708.00
 - Labor \$320
 - Equipment/Fuel \$200.00
 - Hauling/Disposal \$180.00
 - Materials \$8.00
- **Item 18** Concrete wall near building 6, 83 TN concrete \$7,783.00
 - Labor \$1,985.00
 - Equipment/Fuel \$2,800.00
 - Hauling/Disposal \$2,900.00
 - Materials \$98.00
- **Item 19** Concrete curb near building 5, 0.6 TN concrete \$1,795.00
 - Labor \$980.00
 - Equipment/Fuel \$620.00
 - Hauling/Disposal \$180.00
 - Materials \$15.00
- **Total 1-19** **\$75,827.00**
- **Best Value Price Option All Inclusive Discount 1-19** **\$73,650.00**
- **Add Alt. Pit (7'X4') Near Existing Tank**
 - **Option 1. Remove concrete pit and contents.** **\$5,170.00**
 - **Option 2. Clean contents leave pit in place.** **\$2,400.00**
 - **Price is based on all debris going to the Gaston Co. Landfill**
- All additional erosion control required because of this work will be tracked and charged using existing unit rates.

PROJECT SPECIFIC ASSUMPTIONS & CLARIFICATIONS

- All Work will be performed prior to demobilizing from site and starting prior to completion of existing contract scope. Additional mobilization will be billed at \$4,800.00 each.
- Testing and removal of materials has not been included. Any removal and disposal of soil, and or water other than clean fill will be in addition at cost plus.
- Site demolition of vegetation, trees, asphalt, other miscellaneous hardscapes, and underground utilities has not been included.

SCHEDULE

The Work shall be performed according to the following schedule:
 Day shift, no overtime, or weekends.

16 Workdays (excludes days for testing or screening)



TRIFECTA SERVICES COMPANY
1722 Toal Street
Charlotte, NC 28206
704-900-1977
NC License #75369

Thank you for the opportunity to earn your business.

Sincerely,

Trifecta Services Company

A handwritten signature in black ink that reads "Mike Craddock".

Mike Craddock
Sr. Estimator
704-699-5549
mcraddock@trifectainc.com

Please sign below and return by email:

Sign: _____
Print Name: _____
Title: _____

_____ Date

Enclosure(s): Attachment A



TRIFECTA SERVICES COMPANY
1722 Toal Street
Charlotte, NC 28206
704-900-1977
NC License #75369

Attachment A to Proposal

Standard Exclusions, Assumptions & Clarifications

Unless modified elsewhere in the Proposal, the following exclusions shall apply to Trifecta's Work: Bonds, taxes, engineering, as-builts, shop drawings, staking, layout, GPR/GPRS, site security, fencing, weather protection, protective covers, liquidated damages, hazardous materials – lead, PBC's, PFAS/PFOS, etc., unforeseen conditions, removal of contaminated waters, debris, laden soil, lagging, underpinning, bracing/shoring/lintels, dewatering, pedestrian barricades, sidewalk closures, off-site work, prevailing wage rates, standby time due to owner/contractor delays or coordination with other trades/enabling work, termination of utility accounts, salvage of items to be relocated or reused, specialty insurance items not listed in this Proposal, pest control, Clearances or 3rd party air monitoring, Overtime or weekend hours, change order work without an agreed value, any work not specifically included in Scope of Work. In addition, the following assumptions and clarifications shall apply to the Trifecta's Work:

- All work will be performed in one (1) mobilization.
- All cutting, capping, and disconnect of MEP's/fire suppression necessary to perform Trifecta's scope or avoid property damage caused by performance of Trifecta's scope by others.
- All utility disconnects by others.
- Patching, sanding, grinding, chemical cleaning or prep for new finishes is *not* included.
- This Proposal does not include handling or disposal of hazardous or contaminated materials.
- Removal, protection, storage and/or reinstallation of any item(s) to be salvaged for reuse or relocation are specifically excluded from this Proposal.
- Power and water – to be provided by Client/Owner/GC
- All debris will be disposed of as C&D; All metal and inert debris is recyclable.
- All C&D and salvage materials shall be removed off-site in a timely manner that is efficient for Trifecta's crew. Only non-salvageable items will be disposed of at local landfill.
- Trifecta will be given adequate site access for personnel and equipment including parking to allow uninterrupted performance of the work as scheduled.
- Trifecta will use the trucking company and disposal site of our choice for demolition and construction debris.
- Trifecta will retain all rights to the salvage of the demolished material. Missing salvage from the time of the walk to the project start will require a pricing change as a salvage credit has been factored into Trifecta's pricing.
- Fuel increases in excess of 10% of the local price as of the date of this Proposal shall result in a surcharge.

Terms & Conditions

Pricing in the Proposal is only guaranteed for thirty (30) days and is based on Trifecta having free, clear and unobstructed access to the work area. Pricing breakout is for accounting purposes only and does not represent stand-alone prices. Proposal must be signed at least two weeks prior to requested start date in order to ensure adequate time to schedule the Work. Payment shall be 100% of the completed Work, final payment including retainage (if any) due NET 30 from completion of Trifecta's Work, whether or not Client has received payment from another party. Overdue balances will accrue interest at 18% per annum or the maximum legal amount for all overdue payments and to recover all expenses, including reasonable attorneys' fees and costs incurred in collecting any overdue balances. Trifecta reserves the right to refuse change order work that is not approved for payment in advance of performance.

Upon execution of this Proposal or commencement of Trifecta's Work, this Proposal shall become a binding contract between the Parties. The Proposal, together with any attachments, exhibits, or mutually agreed Descopes Notes, will be automatically incorporated into any final contract between the Parties, regardless of any merger clause or other contractual language agreed to by the Parties purporting to exclude this Proposal, now or in the future. In the event of any conflict between this Proposal and any other contractual provision dealing with pricing, scope, inclusions, and/or exclusions related to Trifecta's Work, or incorporation of this Proposal into a subsequent agreement, this Proposal (together with any amendments thereto in writing and signed by the Parties) shall control.



Request to set Public Hearing - Master Sign Plan Application - 831 S. Main Street, Lowell, NC

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	New Business	Item: 6D
Reference File	Presented By	

To: Scott Attaway, City Manager
From: Joe Gates, Planning Director
Date: January 3, 2024
Re: Request to set public hearing for Master Sign Plan Application, File # MSP23-01

MEETING REQUEST:

During their December 5th, 2023 regular meeting, the Lowell Planning Board reviewed an application for a Master Sign Plan that would replace an existing wall sign at the Gastonia Chevrolet, Buick, GMC dealership. Due to the overall amount of square footage currently on the building that is exceeding the maximum amount allowed, the ordinance per Article 17, section 17.10-4, requires the applicant to submit a plan to the Planning Board. The Planning Board then makes a recommendation to City Council. After reviewing the application and deliberating on the matter, the Planning Board unanimously approved the application as presented and is recommending that the city council APPROVE the master sign application, FILE # MSP23-01.

Staff requests that the City Council set a public hearing to review this application at there next regularly scheduled meeting on Tuesday, February 13th, 2024.

STAFF REPORT

PROPERTY OWNER: McKenney Rentals LLC
APPLICANT: Rick Gonzalez, Automotive Management Services, Inc.
LOCATION: 831 S. Main Street, Lowell, NC 28098
ACREAGE: 5.65 ac
ZONING DISTRICT: US Highway 74 Commercial District (C-74)

Background and Site Description

The subject property consists of a dealership/showroom, vehicle service areas and parking lot areas located on the site. The building is approximately 49,000 square feet and has visibility from Interstate 85 and US Highway 74 and S. Main Street. Section 17.10-2 (B) Master Sign Plan, Application, states that "Commercial, institutional, industrial, or mixed-use developments containing three (3) or more acres in area" are eligible to apply for a master sign plan. This property is 5.65 acres, thus meeting this requirement. The applicant has submitted a complete application, site plan and other supporting documentation to support their request to replace one (1) of their walls signs. Because the overall amount of wall signage currently on the building exceeds the maximum allowed for commercially zoned properties (100 sq. feet) and section 17.13 Nonconforming Signs we states that "A permanent sign which does not comply with one or more of the requirements of this Article shall be grandfathered until such sign is **removed**." Because the current sign is being removed, the new signage for

the building must be brought into compliance with all requirements of Article 17 - Signs.

Proposed Request

Replace existing "McKenney" sign with a new sign that says "Gastonia".

Attachments

City of Lowell - signed app.pdf.pdf

City of Lowell Letter (1).pdf.pdf

Permitting Brand Book for Gastonia Chevrolet Buick GMC Cadillac- BAC #318314-111523 Revised 11.20.23.pdf.pdf

Zoning map - City Lowell.pdf.pdf

Adjoining owners.pdf.pdf



MASTER SIGN PLAN APPLICATION

MSP23-01

TO: THE CITY OF LOWELL
101 W. First Street
Lowell, NC 28098

APPLICATION #: _____
DATE FILED: 10/31/2023
FEE PAID: YES

The undersigned does (do) hereby respectfully make application and request to the City of Lowell to allow creativity in order to address site issues and constraints as outlined in regards to Article 17 of the Lowell Development Ordinance pertaining to sign regulations and requirements on the below listed property and in such ways as proposed.

- 1) The real property sought to be amended is owned in fee simple by:
"McKenney Rentals LLC" (formerly named J & R Rentals)
as evidenced in Deed Book 4510 Page 1151 of the Gaston County Register of Deeds Office. There are no restrictions or covenants of record appearing in the chain of title which would prohibit the property from being subject to this request.
- 2) The address of the real property sought to be amended is: 831 S. Main St., Lowell, NC 28098 and/or further legal description by metes and bounds of said realty is attached to this application.
- 3) The following are all adjoining property owners who own land adjacent to all sides, front and rear, which shall include properties across the street from the property sought to be amended. The names and addresses listed below shall be determined by the most recent tax listing as recorded in the Gaston County Tax Office. (Use additional pages if necessary.)

NAME	ADDRESS
<u>See attached name and address list - "Adjoining Owners"</u>	
_____	_____
_____	_____
_____	_____

- 4) A map or drawing identifying the real property requesting the Master Sign Plan and all attached properties with their designated zoning districts shown shall be attached to this application. See attached "Zoning Map"
- 5) Master Sign Plan proposal illustrating the proposed signs, their proposed location, and their proposed purpose, along with a statement as to why the existing sign code cannot or should not be followed in the subject case. See attached "Permitting Brand Book" & "City of Lowell Letter"

- 6) An analysis showing how the proposed signage plan differs from what could be provided under the existing sign regulations set forth in Article 17 of the Lowell Development Ordinance. See attached "Permitting Brand Book" & "City of Lowell Letter"
- 7) Other similar information determined by the *Planning, Zoning & Subdivision Administrator* to be necessary for understanding the purpose and intent of the proposed Master Sign Plan application.

- a. _____
- b. _____ NOT APPLICABLE _____
- c. _____
- d. _____

8) The applicant understands that a letter stating the date, time and place for the Public Hearing for the Master Sign Plan request of said property shall be mailed to each of the parties listed in Section 3 above at least ten (10) days prior to the Public Hearing.

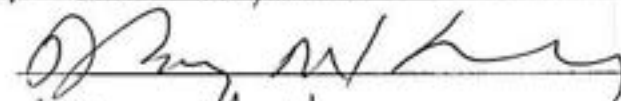
9) If the applicant is not the legal owner of the property seeking approval of the Master Sign Plan, the legal owner(s) names and addresses shall be listed below. Owner(s) shall be determined by the most recent tax listing as recorded in the Gaston County Tax Office. (Use additional pages if necessary.) (Please attach Notarized Public Hearing Consent Form provided by the City of Lowell) N/A

NAME	ADDRESS
------	---------

ATTACHED IN PACKET

_____	_____
_____	_____
_____	_____

Applicant(s) Name: McKenney Rentals LLC
 Address: 525 STUART RIDGE Cramerton NC 28032
 Telephone: 704 813 6958

Applicant(s) Signature: 
 H RAY McKenney

City of Lowell
 101 W. First Street
 Lowell, NC 28098

Telephone: 704-824-3518

11/21/2023

City of Lowell - Planning

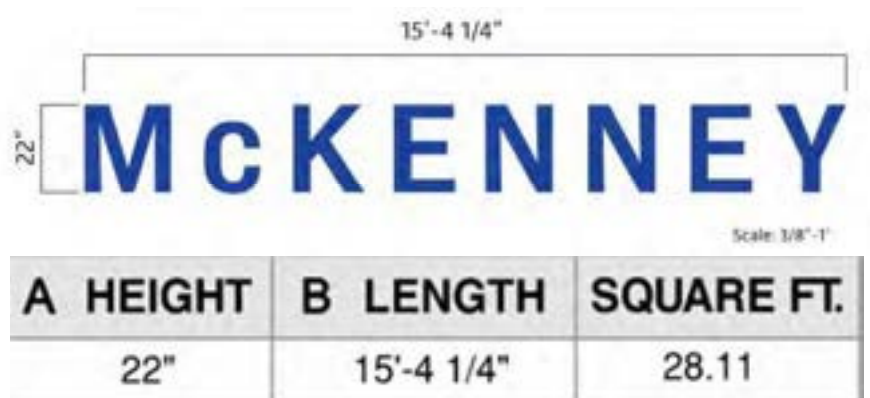
101 W 1st Street

Lowell, NC 28098

Re: Gastonia Chevrolet Buick GMC

To whom it may concern:

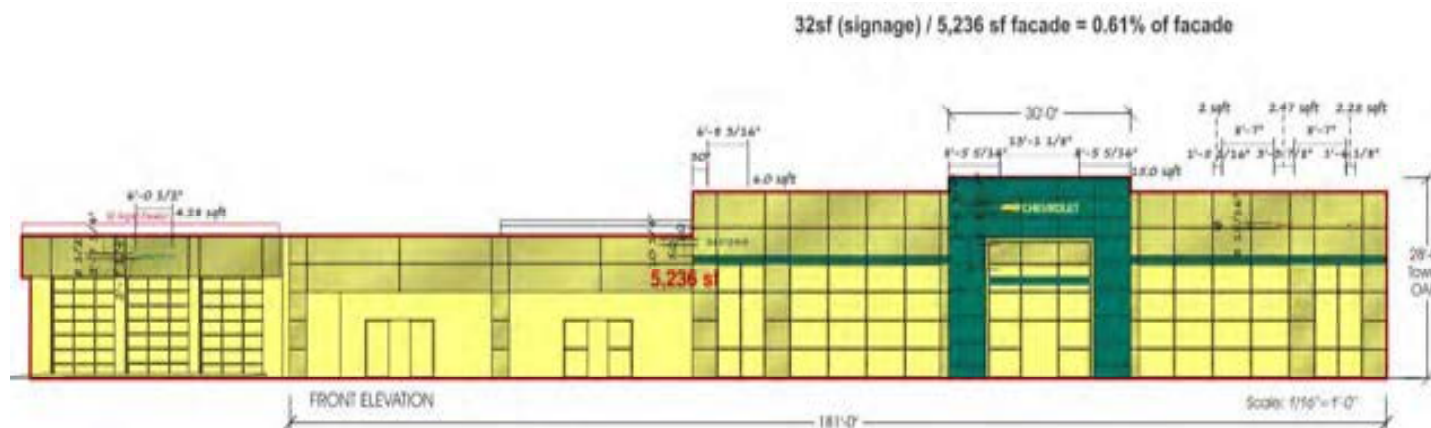
Our request is to replace 1 sign (28.11SF) with a smaller sign (25.38SF), saving 3SF of space. We understand that we are unable to replace our store facade signage at our Gastonia Chevrolet Buick GMC store due to recent changes made to the City of Lowell's signage policy, also known as the "Master Sign Plan". This change does not allow us to replace a portion of signage without looking at everything on the front facade and ensuring all signage is ≤ 32 SF. Our current overall signage represents 179.22 SF representing 3.4% of the building facade, which is low compared to our other stores being 5% and greater. We are only trying to swap names from McKenney to Gastonia which would decrease the overall signage footprint, as mentioned above. All other signage would remain the same. Please see dimensions directly below showing the sign difference.



As you may already know, signage for every car dealership is paramount to its success. Car dealership signs aid efforts in attracting customers, building brand awareness, and ultimately winning new customers, not to mention keeping existing customers. This is why each manufacturer puts such an emphasis on specific signage requirements for each dealership. We purchased this dealership and as a result changed the name on all our on-line and print marketing to Gastonia. If we were to leave the old name signage so that we can be grandfathered in, we would confuse potential new customers trying to reach us and thereby miss out on sales and taxes. The next illustration below is what the facade would look like with our proposed change.



If we were forced to scale everything down to reach the 32SF it would represent less than 1% of the building façade (.61%). You would barely be able to make out any of the signs unless you were standing right in front of the building. Each sign shown is needed for directing service customers and providing brand awareness to new and existing customers.



As you can see from the illustrations below, it is nearly 200 ft from Wilkinson Blvd to the building facade. If the signage size is reduced to 32SF consumers will be unable to read the building signage from the street while driving which we believe will cause confusion and create potential safety issues as drivers start to slow down right in front of the dealership as they are trying to read signage with 8-10" letters from 200' away.



We believe that allowing us to replace the one name sign with a similar sign that has less footprint is a win-win-win situation for the City and your customer.

Please feel free to contact me if I can provide any additional information.

Sincerely,

Rick Gonzalez

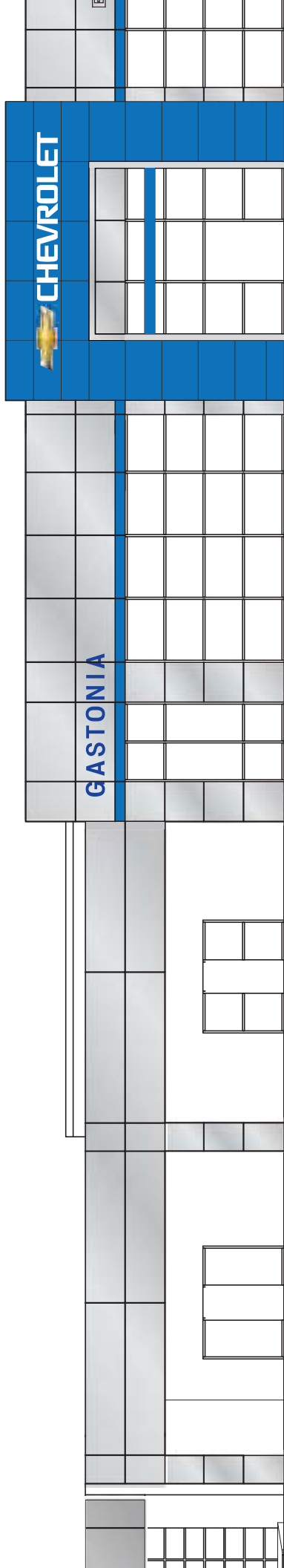
General Motors Facility Image



Dealer Signage Package

GASTONIA CHEVROLET BUICK GMC (318314)

LOWELL NC 28098



PACKAGE

The Dealer Signage Package is issued to the Dealer Principal for review and approval. This document outlines the proposed FI signage for the Dealership.

APPROVAL

Dealer Principal is to review sign placement, sign size and enclosed quote. Once the Dealer Principal approves the sign package, Dealer Principal is to sign off on each enclosed rendering showing sign placement as well as the enclosed quote. Dealer Principal is to return to Architectural Graphics, Inc. copies of the approved renderings as well as signed quote and issue the 50% deposit payment.

NEXT STEPS

Upon receipt of the deposit payment, Architectural Graphics Inc. will proceed with permitting the signs. Once all signs are permitted, AGI will coordinate manufacturing shipping and installing the signs based on FI building readiness

Dealer Name Letter

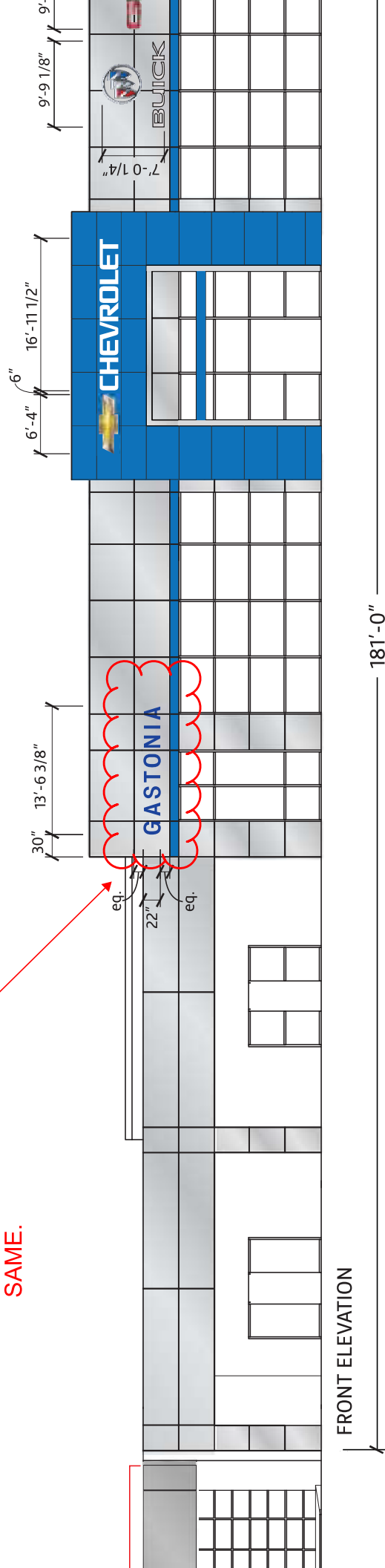
A HEIGHT	B LENGTH	SQUARE FT.	WEIGHT
22"	13'-6 3/8"	25.38	8 lbs

13'-6 3/8"

22" [**GASTONIA**]

Scale: 3/8"=1'

**ONLY SIGN TO CHANGE -
ALL OTHERS REMAIN THE
SAME.**



FRONT ELEVATION

181'-0"

Certified Service Letter

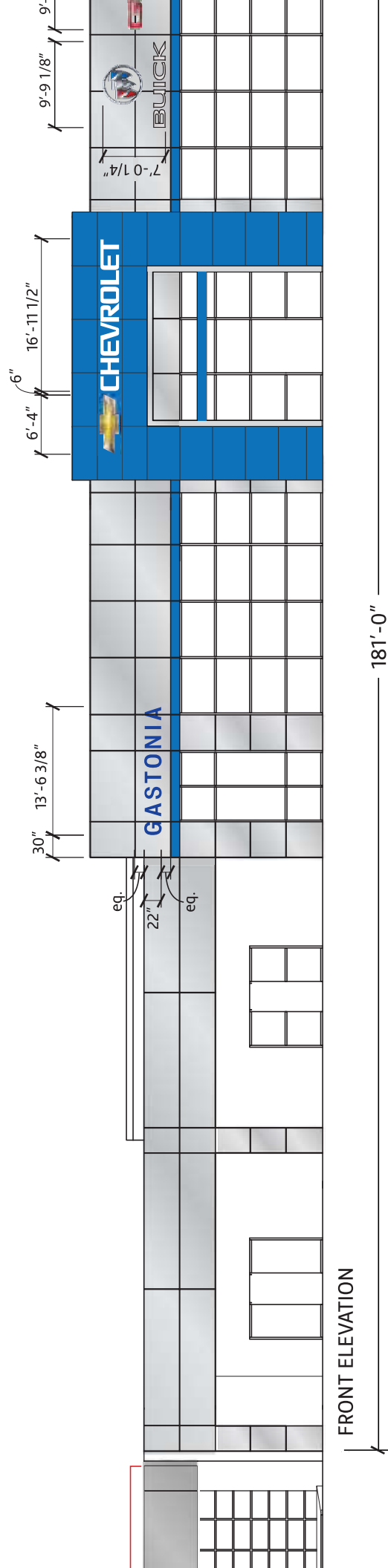
A HEIGHT	B LENGTH	SQUARE FT.	VIEW
22"	18' - 10 1/8"	34.54	

18' - 10 1/8"

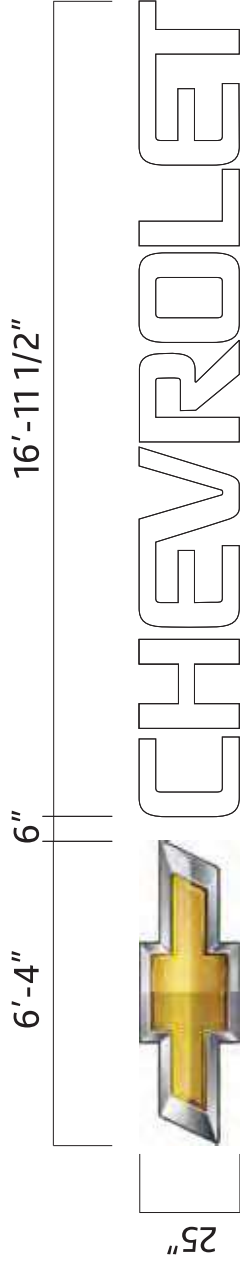
Certified Service

22"

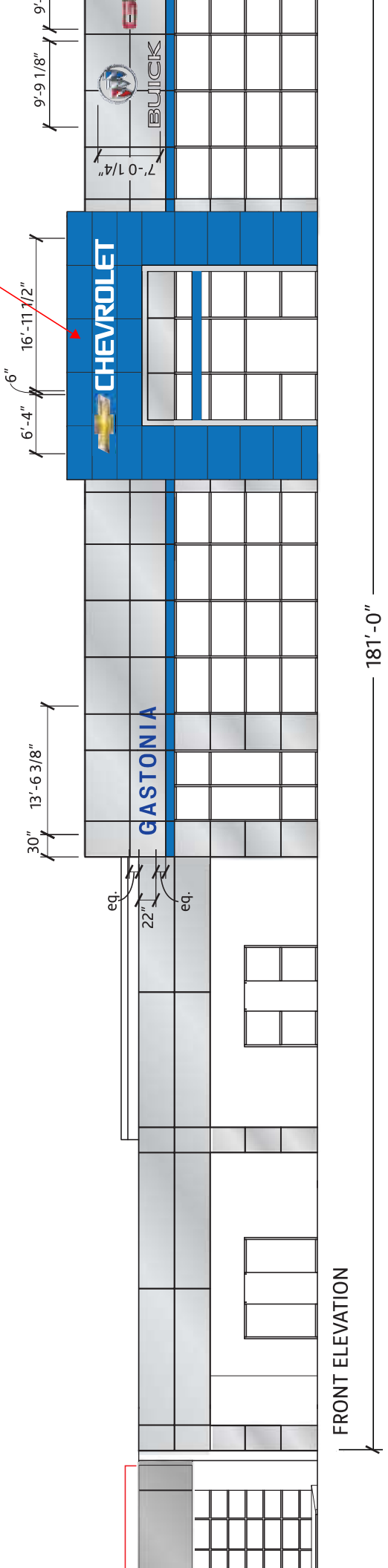
Scale: 1/4" = 1'



Chevrolet Bowtie			
A HEIGHT	B LENGTH	SQUARE FT.	
25"	6' - 4"	13.37	
Chevrolet Signat			
A HEIGHT	B LENGTH	SQUARE FT.	
25"	16' - 11 1/2"	35.37	



Existing sign - does not



Buick Emblem		
A HEIGHT	B LENGTH	SQUARE FT.
4'-6 3/8"	4'-6 3/8"	20.5
Buick Signatur		
A HEIGHT	B LENGTH	SQUARE FT.
1'-3 3/8"	9' - 9 1/8"	12.5

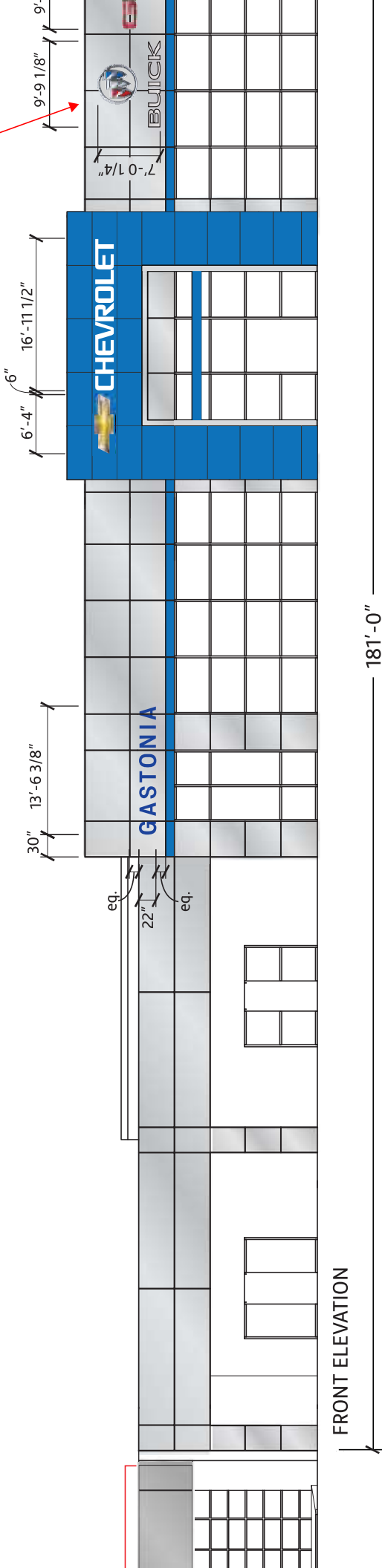
9'-9 1/8"



7'-0 3/4"

BUICK

Existing sign - does not



GMC Wall Sign

A HEIGHT	B LENGTH	SQUARE FT.
1'-10"	9'-11 5/8"	18.78

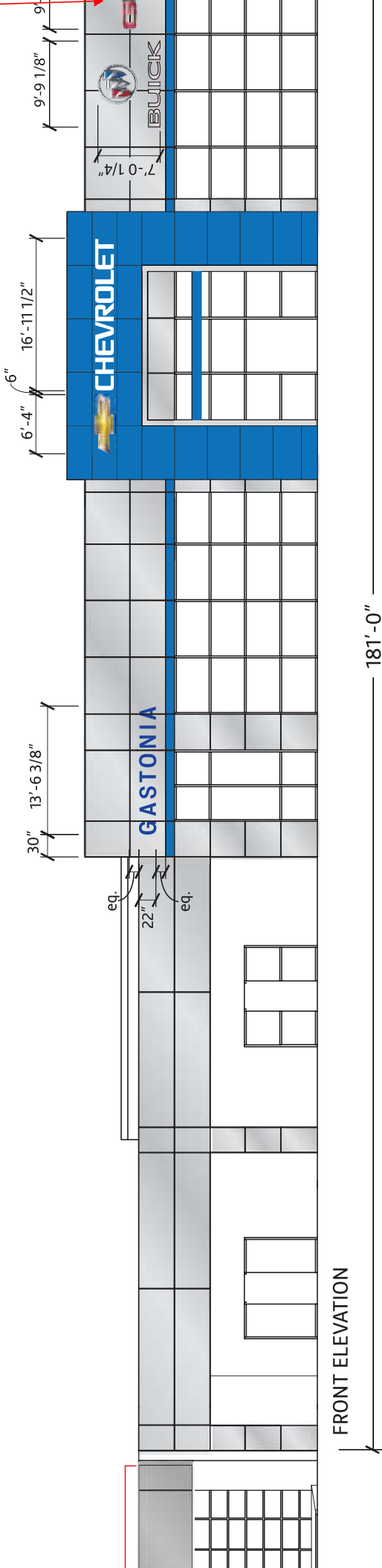
9'-11 5/8"



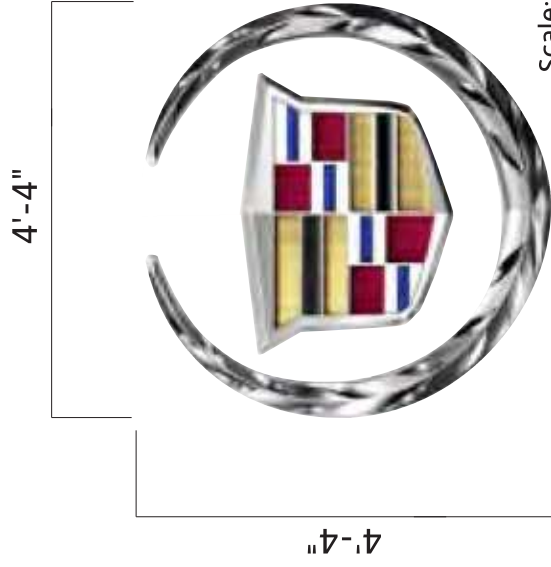
1'-10"

Scale: 1/2" = 1'

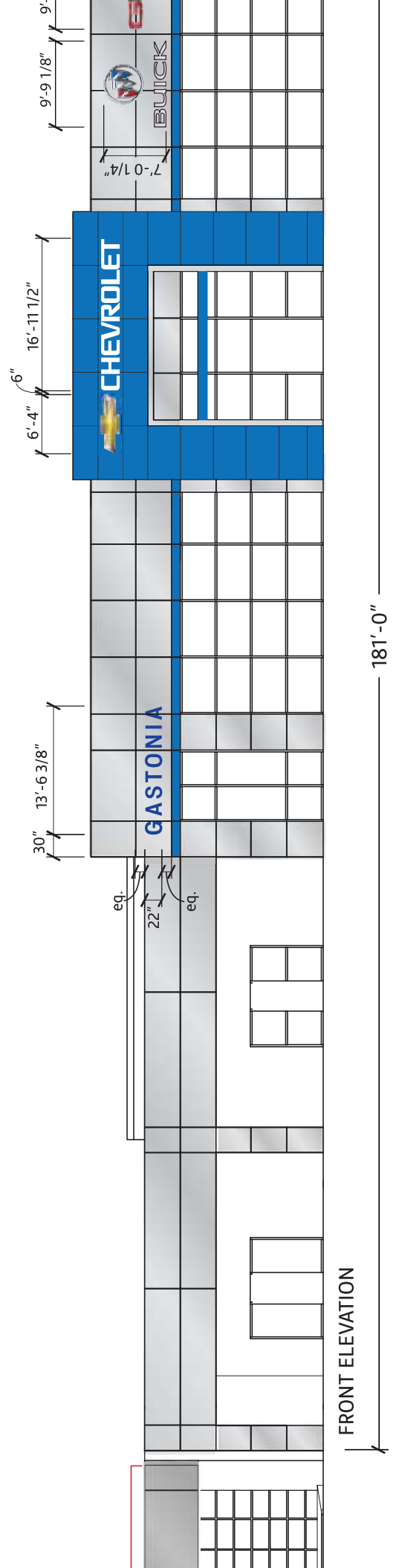
Existing sign - do not remove



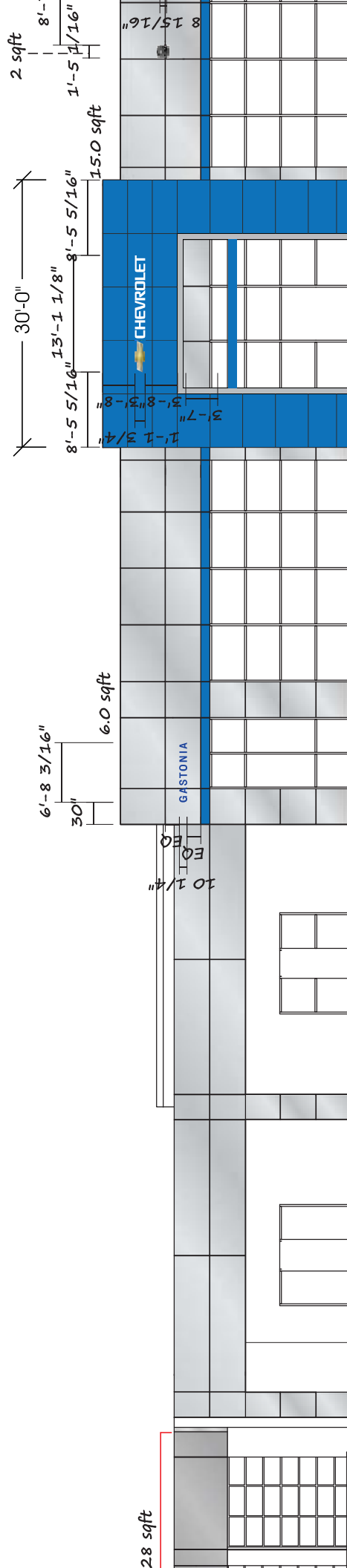
Large Cadillac Em			
A HEIGHT	B LENGTH	SQUARE FT.	
4'-4"	4'-4"	18.78	



Existing sign - does not change



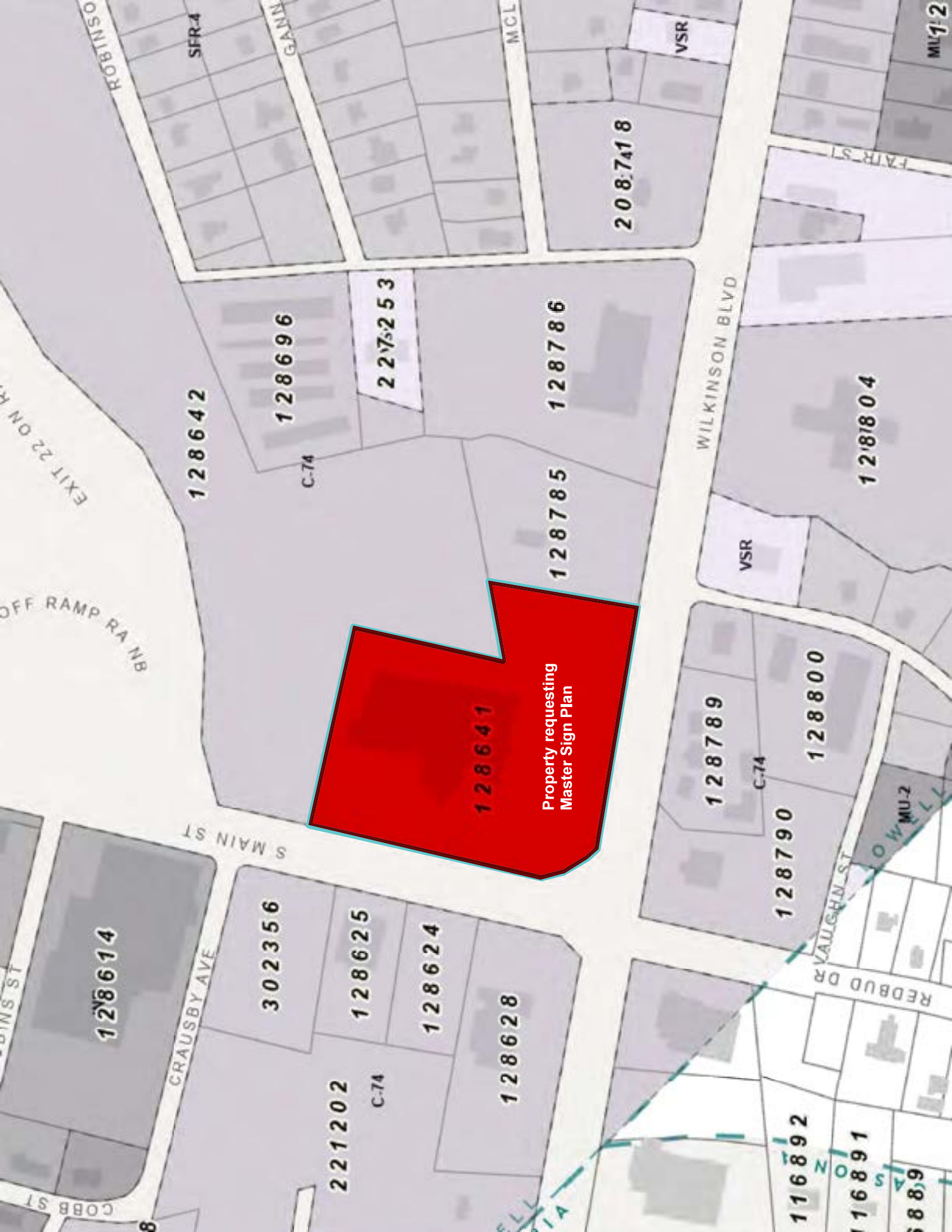
2. Square Feet per Request from city



FRONT ELEVATION

181'-0"

S



128642

128696

227253

128786

128785

2087418

128804

128641

Property requesting
Master Sign Plan

128789

128800

128790

128614

302356

128625

128624

128628

221202

116892

116891

6889

S MAIN ST

CRAUSBY AVE

WILKINSON BLVD

VAUGHN ST

REBUD DR

ROBINSO

GAUN

MCL

VSR

MU-2

FAIR ST

EXIT 22 ON K...

OFF RAMP RA NB

INS ST

COBB ST

ELL
TIA

NOZ

ADJOINING OWNERS

Parcels 128642, 128785, 128790 GRAY FAMILY PROPERTIES, LTD (2976 ROBINWOOD RD, GASTONIA, NC 28054)

Parcel 302356 J & G REAL ESTATE HOLDINGS LLC (8110 EAST INDEPENDENCE BLVD, CHARLOTTE, NC 28227)

Parcel 128625 LAND GROWTH LLC (8110 EAST INDEPENDENCE BLVD, MINT HILL, NC 28227)

Parcel 128624, 128780 LEWIS MOTORS INC (PO BOX 788, GASTONIA, NC 28052)

Parcel 128628 GUNTER MICHAEL D LLC (759 OAKLAWN AVE, WINSTON SALEM, NC 27104)

Parcel 128798 HOUSER PROPERTY INVESTORS LLC (1351 ROBINWOOD RD APT A222, GASTONIA, NC 28054)

Parcel 128788 MEM INVESTMENTS LLP (2228 WINDSOR WOODS DR , GASTONIA, NC 28054)



Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Request to set Public Hearing - Amendment to the Code of Ordinances Section 33.16

Meeting	Agenda Group	
Tuesday, January 9, 2024, 6:00 PM	New Business	Item: 6E
Reference File	Presented By	

To: Scott Attaway, City Manager

From: Joe Gates, Planning Director

Date: January 3, 2024

Re: Request to set Public Hearing - Proposed Amendment to Section 33.16 Membership and Vacancies; Attendance.

Over the last several months, staff has received an increase in the number of applications requesting to be appointed to the Planning Board. In reviewing the Code of Ordinances and the Lowell Development Ordinance on this matter, staff has discovered a discrepancy between the two codes. The proposed amendment seeks align the ordinances as it pertains to the number of total members that are allowed. It also removes language that references Extra Territorial Jurisdiction (ETJ) and a requirement that a certain number of members would be selected by the Gaston County Commissioners. The City of Lowell no longer has Extra Territorial Jurisdiction (ETJ) and therefore this language no longer applicable to our situation. Staff is recommending approval of this text amendment to the Code of Ordinances, Section 33.16.

Staff is requesting that a public hearing be set for **Tuesday, February 13, 2024** to review the prosed text amendment.

A copy of the proposed text amendment for the Code of Ordinances has been attached. Additionally, staff has attached LDO Section 4.2- Planning Board - Membership by Appointment, as a reference.

Attachments

PROPOSED TEXT AMENDMENT 33.16 Planning Board Membership LDO reference.pdf

**PROPOSED TEXT AMENDMENT (NEW TEXT UNDERLINED AND HIGHLIGHTED). DELETED TEXTED
SHOWN WITH STRIKETHROUGH.**

§ 33.16 MEMBERSHIP AND VACANCIES; ATTENDANCE.

The Planning Board shall consist of eight **seven** members. ~~Five~~ **The** members shall be citizens and residents of the city, and shall be appointed by the City Council; ~~three members shall be citizens of Gaston County who reside outside the city but within the extraterritorial jurisdiction of the city as specified by an extraterritorial boundary ordinance adopted pursuant to G.S. § 160A-360(b), and shall be appointed by the Board of Commissioners of the county.~~ The members of the Planning Board shall serve for terms of three years. Vacancies occurring for reasons other than expiration of term shall be filled as they occur for the unexpired remainder of the term. Faithful attendance at meetings of the Planning Board is to be considered a prerequisite to continued membership, and the City Council may remove and replace any member continually delinquent in his or her duty to attend. (1995 Code, § 2-29)

FOR REFERENCE ONLY - LOWELL DEVELOPMENT ORDINANCE – SECTION 4.2-2

4.2-2 Membership by Appointment. The Planning Board shall consist of seven (7) members, who shall reside within the City Limits. Members shall be appointed by the City Council in accordance with G.S.160D-310. All members shall have equal rights, privileges and duties; except as defined for officers by adopted Rules of Procedure. All members shall be appointed for three (3) year terms except in making the original appointments. In making the original appointment three (3) members shall be appointed for a three (3) year term, two (2) members shall be appointed for a two (2) year term, and two (2) members shall be appointed for a one (1) year term.



Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Lowell Community Committee Membership

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	New Business Item: 6F
Reference File	Presented By

To: Scott Attaway, City Manager
From: Tori Dellinger, Parks and Recreation
Date: January 3, 2023
Re: Lowell Community Committee Membership

Per the Lowell Community Committee (LCC) by-laws, members should not miss more than 25% of the meetings in a calendar year. Mr. Tyler Shepardson has not attended a Community Committee meeting since joining the committee on May 9, 2023. Discussion occurred among the LCC members at the November 27, 2023 meeting about Mr. Shepardson's removal from the committee due to the attendance rule, and the Chairperson has made a recommendation, based on that discussion, to remove Mr. Shepardson from the Community Committee in accordance with the approved by-laws.

Please see the attached Lowell Community Committee (LCC) by-laws.

Attachments

LCC Bylaws_ Adopted April 12 2022_.pdf

BY-LAWS OF THE LOWELL COMMUNITY COMMITTEE

Adopted April 12, 2022

Section I. Membership

- a. There shall be a Lowell Community Committee which shall consist of up to eight (8) members but not less than five (5) members of which all shall be voting members each appointed to three (3) year terms. Terms will be staggered to provide for continuity of leadership and experience while allowing for new members with fresh ideas. Terms shall run from January 1 in the year appointed to December 31 of the expiration year. All members shall be current residents of Lowell or City of Lowell business or property owners and will apply to the City Council. Any member seeking reappointment must submit an updated application that addresses the willingness to serve an additional term. The City Manager or a designee appointed by the City Manager, will serve as City Staff Liaison, and up to 2 members of the City Council will be appointed annually as non-voting members to serve as Committee Liaison to the Lowell Community Committee.
- b. If a Committee member resigned during their term, a new member will be appointed by the City Council to finish out the term.
- c. Committee members are expected to attend meetings on a regular basis. Members should inform the chair of the committee as soon as possible when unable to attend an upcoming meeting, preferably at least 48 hours notice due to quorum considerations. The advisory committee should maintain attendance records, including all regular and special meetings. If a committee member has missed 25% of the advisory committee meetings during a calendar year, the committee Chair should make a recommendation to the City Council on continued service of the member. The member in question will provide an explanation in writing. Based on this information, the City Council will make a decision on the member's status.
- d. Committee members shall serve without monetary compensation but shall be entitled to reimbursement for expenses incurred in the performance of official duties relating to professional meetings, conferences, and workshops, with such reimbursement made to the same extent as according to the policies applicable to city employees.

Section II. Meetings

- a. The Committee shall hold regular meetings each month of the year. The City Manager, the Chairperson or the Vice-Chair may call special or emergency meetings, provided that notice is given to all members, the press, and other persons in accordance with the Open Meetings Law.
- b. A quorum for the Committee shall consist of the number of members equal to a majority of the non-vacant seats on the Committee. Notwithstanding, at least three (3) members must be present to vote on any items.
- c. All official actions of the Lowell Community Committee shall be taken by majority vote, a quorum being present.
- d. Minutes shall be kept of all Committee meetings and a copy thereof shall be made available to City Hall within fifteen (15) days after the date of the meeting for which the minutes are furnished.

Section III. Officers and Duties

- a. Officers of the Committee shall be a Chairperson, a Vice-Chair, and a Secretary.
- b. The Chairperson shall be selected annually by a majority vote from the Committee members. Once selected, a chairperson is eligible to be reappointed for up to two additional consecutive year terms.

c. The Committee shall annually select a Vice-Chair, who is eligible for reappointment in the same manner as the Chairperson. The Vice-Chair shall perform the duties of the Chairperson if he is absent. When both the Chairperson and Vice-Chair are absent, those members present shall select a temporary chairman.

d. The Secretary shall record minutes of meetings and be responsible to deliver copies of official reports and minutes to all members. Minutes shall be kept of all Committee meetings and a copy thereof shall be made available to City Hall within fifteen (15) days after the date of the meeting for which the minutes are furnished.

Section IV. Powers and Duties

The purpose of the Lowell Community Committee is to perform studies, to make recommendations on community improvement and recreation policies, to make recommendations on grant activities and to offer advice and assistance to the Parks and Recreation Department and/or City Council, and others, as necessary or as requested on economic development, infrastructure, parks, greenways, facilities, beautification and city programs and grants within the City of Lowell.

These duties will include:

1. To investigate and determine the needs, interests and goals of the community for community improvement and make recommendations to the Parks and Recreation Department and/or City Council to meet those needs and goals.
2. To inform and educate the general public of the importance and need for economic development, city renewal programs, the importance of park and recreation programs, greenways, facilities, and services.
3. To plan and develop attractive public areas in the City to make the City more attractive.
4. To make recommendations on the acceptance of grants, gifts, bequests, donations and personal or real property for community improvement projects, parks, greenways, or recreation purposes.
5. To assist the City in developing cooperative arrangements with other organizations and private groups, when it will further the objective of promoting economic development, infrastructure, beautification, park development and operation, park/recreation leadership, and city programs.
6. To assist in developing/updating a comprehensive master plan to meet the present and future needs for programs, services, park facilities, open spaces and trails and to advise in developing priorities for each of these.
7. Upon request, recommend approval of Rules and Procedures pertaining to the use of public parks and facilities including suggested fees and charges.
8. To actively participate in the City's volunteer opportunities and fundraising efforts for City Festivals, Events, Programs, and Activities.
9. Any other items delegated to by the City Council or Parks and Recreation Department.



Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Consideration of Lowell Community Committee Application

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	New Business Item: 6G
Reference File	Presented By

To: Scott Attaway, City Manager
From: Tori Dellinger, Parks and Recreation Director
Date: January 3, 2024
Re: Consideration of Lowell Community Committee Application

The following Lowell Community Committee application has been submitted for your consideration.

On November 15, 2023, Ms. Candy Funderburk, 600 Rogosin Blvd, Lowell, NC 28098, submitted her application for appointment to the Lowell Community Committee. Ms. Funderburk has been a resident of Lowell for most of her life and is passionate about serving the Lowell community. Her application for appointment has been attached to the agenda item.

Staff is recommending Ms. Funderburk be brought before the City Council for the consideration of appointment during their meeting scheduled for January 9, 2024. If appointed, Ms. Funderburk's term would be for three (3) years, ending on December 31, 2027.

Attachments

Town of Lowell_20240103_115436.pdf

Committee or Board Application : Entry # 885

Application for Appointment / Re-Appointment to a Board/Committee for the City of Lowell, NC

Applicant Name

Candy Funderburk

Date of Application

11/15/2023

Do you reside or own a business within the City Limits of Lowell?

Yes

Length of residence in Lowell (i.e. __ years, __ months)

all my life except abt 12 yrs

Home Address

600 Rogosin blvd

PO Box 662

Lowell, NC 28098

[Map It](#)

Cell Phone (for City Hall use only)

704 678 0292

Email Address

Candacefunderburk.cf@gmail.com

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

Age

66

Gender

Female

Occupation

Retired USPS

Committee or Board Preference

Which committees/boards are you interested in serving on?

- Lowell Community Committee

Board/Committee Preference

Committee or Board Application : Entry # 885

Lowell Community Committee

Questionnaire

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

I was on this committee for a very long time before I became a Council member. I would like to be on this committee again as I am no longer on Council.

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

I love our citizens & our little city. I always want the best & will bring different ideas as how we can improve in different areas.

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

Previous years of experience & on Council for 8 years.

Prior Public Service

Council 8 yrs, Lowell Womens Club

Ethics Guidelines

I agree to the Ethics Guidelines for City Committees/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 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 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.

Date

11/15/2023

Criminal Background Check

I understand that a criminal background check will be conducted on new committee members and reappointed members.



Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Consideration of Budget Amendment #11

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	New Business Item: 6H
Reference File	Presented By

To: Scott Attaway, City Manager
From: Tori Dellinger, Parks & Recreation
Date: January 2, 2023
Re: Consideration of Budget Amendment #11

Over the last couple of years, CaroMont Health has been a premier event sponsor for the City of Lowell’s events. The City of Lowell received an event sponsorship check from CaroMont Health in the amount of \$5,500.00. The City initially budgeted \$5,000.00. This amendment recognizes and accepts the additional \$500.00.

Please see attached Budget Amendment #11 for consideration to receive the additional funds.

Attachments

Budget Amendment #11 FY 2023-2024.pdf

City Of Lowell
Budget Amendment #11
Budget Ordinance FY 23-24

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

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

General Fund:

Revenue:

	<u>Decrease</u>	<u>Increase</u>
10-3303-0000 Grant-Recreation		\$500.00

This will result in an increase of \$500.00 in the General Fund estimated revenues, bringing the revenues budgeted for FY 23-24 from \$5,007,973.93 to \$5,008,473.93.

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

General Fund:

Expenses:

	<u>Decrease</u>	<u>Increase</u>
10-6120-3310 Special Events		\$500.00

This amendment will result in an increase of \$500.00 in the Parks & Rec. appropriations for Special Events in FY 23-24 from \$40,000.00 to \$40,500.00.

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 January, 2024.

Mayor

Attest:

City Clerk



Regular City Council Meeting Memorandum

Prepared By: Scott Attaway

Lowell CDBG-NR Legal Services Contract

Meeting	Agenda Group
Tuesday, January 9, 2024, 6:00 PM	New Business Item: 6I
Reference File	Presented By

To: Lowell Mayor and City Council

From: Scott Attaway, City Manager

Date: 1-4-2024

Re: Lowell CDBG-NR Legal Services Contract

Please see the attached memo and Resolution RS2-2024 for your consideration.

Attachments

Memo regarding Amendment to Contract for CDBG-NR legal services.pdf

Resolution RS2-2024 Amending Contract for Legal Services.pdf



To: Scott Attaway, City Manager

From: Cheryl Ramsey, City Clerk

Date: January 4, 2024

Re: CDBG-NR Grant Update

In 2021 the City selected Mullen Holland and Cooper to provide legal services for the administration of a CDBG-NR grant relating to rehabilitation of eligible homes within City limits. The grant provided funding for necessary legal costs and fees related to the rehabilitation work. The scope of work provided in the Contract included title searches and limited title opinions, but did not specifically include reference to “such other legal CDBG-NR services as may be required.”

Ultimately title searches and opinions were completed for 11 properties, 8 of which proceeded to closing and received grant funding. At the request of the grant administrator, Mullen Holland & Cooper prepared the closing documents, facilitated the closings on behalf of the grant recipients, and recorded the deeds of trust. Additional legal services included the preparation and review of contracts with third-party vendors completing the rehabilitation work.

The balance for such additional legal services is \$1,411. Grant funds are sufficient to cover these costs, but the grant administrator is requesting an amendment to the Agreement for legal services to reflect the additional scope of work.



RESOLUTION RS 2-2024 TO AMEND CDBG-NR CONTRACT FOR LEGAL SERVICES

WHEREAS, on or around March 9, 2021 the City of Lowell entered into an Agreement with Mullen Holland & Cooper to provide legal services with respect to a Community Development Block Grant – Neighborhood Revitalization grant received by the City to assist with rehabilitation of eligible homes within the City limits; and

WHEREAS, as a result of the Grant, eight (8) homes ultimately received funding for improvements and rehabilitation, subject to the requirements that the homes remain owner occupied and other limitations for the grant funding period; and

WHEREAS, the Contract and Agreement for legal services provided that the scope of the Agreement covered title searches and limited title opinions necessary for the release of grant funds, but did not specifically include in such scope of services “other legal CDBG-NR services as may be required” and

WHEREAS, at the request of the grant administrator, Mullen Holland & Cooper has performed such other legal CDBG-NR services, including drafting and recording the Deeds of Trust and other closing documents, preparing the construction agreements for selected third-party vendors; and facilitating the closing process for the citizen – grant recipients; and

WHEREAS, the balance of legal services is \$1,411, and the Grant Administrator had indicated the availability of grant funds and willingness to pay the outstanding amount from such funds, with an Amendment to the scope of the Agreement as provided above.

NOW THEREFORE, BE IT RESOLVED that the Scope and Term of the Contract for Legal Services executed on or around March 9, 2021 between the City of Lowell and Mullen Holland & Cooper PA be amended to include “such other legal CDBG-NR services as may be required.”

Adopted this ____ day of January, 2024.

Mayor Larry Simonds

City Clerk Cheryl Ramsey