

MINUTES

Lowell City Council

Regular Meeting

Tuesday, October 13, 2020, 7:00 P.M.

I. CALL TO ORDER – Mayor Sandy Railey

Mayor Sandy Railey called the meeting to order at 7:00 p.m. Those attending in-person were Councilmember Phil Bonham, Councilmember Ken Ervin, Councilmember Candy Funderburk, Councilmember Thomas Gillespie, Councilmember Shane Robinson, City Manager Kevin Krouse, and City Clerk Beverly Harris. There was a limited number of the public present in the Council Chambers due to COVID-19 social distancing guidelines. Face coverings were required inside City Hall due to COVID-19 safety guidelines. The meeting was teleconferenced to the public and the agenda and meeting materials were made available prior on the city's website. The City Attorney Jim Windham was represented by Aaron Low from the Stott, Hollowell, Palmer & Windham law firm.

II. INVOCATION / PLEDGE OF ALLEGIANCE

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

III. ADOPTION OF AGENDA FOR THIS MEETING

Councilmember Ervin made a motion to adopt the agenda with the addition of VI. New Business – G. Capital Purchase Items, followed by a second from Councilmember Gillespie. The vote was unanimous.

IV. PUBLIC COMMENTS

John Cato: Requested extension on taxes for 30-90 days.

Jim Kiser, John Cantrell, and Pam Smith all thanked Kevin Krouse for his service to Lowell.

V. CONSENT AGENDA ITEMS

A. Minutes from Council Meeting Held September 8, 2020

Councilmember Ervin made a motion to adopt the minutes from the September 8, 2020 Council meeting, followed by a second from Councilmember Gillespie. The vote was unanimous.

VI. NEW BUSINESS

A. Conditional Use Permit Request – File #SUP20-01

Mayor Railey stated the first case is an Evidentiary Hearing concerning special use permit SUP-20-01, which is a request from Dean Brown, Times Oil Company, in the C-2 zoning district; 106 Kenworthy Ave; PID #128554.

Councilmember Funderburk made a motion to go into evidentiary hearing, followed by a second from Councilmember Ervin. The vote was unanimous.

Mayor Railey asked if there was any member of the Council that believed that he or she has a conflict of interest in hearing this special use permit request. There was none.

The City Clerk Beverly Harris administered the oath for all persons wishing to present facts concerning the special use permit.

Scott Attaway outlined the special use permit request as allowing eight (8) fuel pumps in the front yard. He stated by right, the Lowell UDO allows three (3) fuel pumps in the front yard.

The applicant, Dean Brown with Times Oil, presented their request and pertinent information to the Council.

Further comments from applicants or citizens:

David Ledford with Times Oil read their findings of facts to the Council. (EXHIBIT A)

Ed Jackson owner of property stated this would bring in value to the City and will enhance adjacent property owners. Mr. Jackson gave some history of the property and discussed access points.

Michael Biggers adjacent property owner questioned when the property was zoned commercial. His deed states there are three conditions: 1) must be used for farming and residential purposes, 2) single family residential, 3) cannot be subdivided. He also inquired about having an environmental impact study completed before any decision is made by Council.

Linda Usery, 513 Hand Circle, Apartment #10 spoke on behalf of Dawson Stokes Apartment owner. She wanted to know if there would be barriers behind the store and what they would see? The architect stated there would be a raised area and plantings 15' at back area.

Ann Worthy spoke on behalf of Rachel Reid. She stated Ms. Reid will be locked in by this property and is against this kind of development on the property.

Ed Jackson clarified that no one is trying to get rid of a community. He also gave clarification on what will be located where and how it will touch the adjacent properties. He stated Ms. Reid will not be locked out and will have access to her property.

There were no further comments.

Mayor Railey stated the Council shall grant a conditional use permit if it has evaluated the application and found the following findings in the affirmative:

Finding #1: The use will not materially endanger the public health or safety if located where proposed and developed according to the plan?

Councilmember Ervin made a motion that the use will not materially endanger the public health and safety based on the fact that the location of the building and pumps are double lined tanks and the buffer is in accordance to the Lowell zoning requirements, followed by a second from Councilmember Bonham.

Further Discussion: Councilmember Gillespie stated he thought Council needed to consider the concerns of Ms. Reid and Mr. Biggers.

Councilmember Bonham stated we are not here to change the zoning of this property. We are here to talk about 3 pumps as compared to 8 pumps. We need to state if it meets the fact findings.

Vote: The vote was four (4) in favor and one (1) opposed.

Finding #2: The use meets all required conditions and specifications.

Councilmember Funderburk made a motion the use meets all required UDO and state regulatory conditions and specifications, followed by a second from Councilmember Bonham.

Vote: The vote was unanimous in favor.

Finding #3: The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity.

Councilmember Ervin made a motion this commercial development should not substantially injure the value of adjoining property and it will only increase, followed by a second from Councilmember Funderburk.

Further Discussion: Councilmember Robinson stated he found it hard to believe driving through a commercial property to get to your property would not affect the value of a property. Councilmember Robinson agrees with Councilmember Robinson. Councilmember Funderburk asked if there would be any way to put another driveway onto Ms. Reid's property. The architect stated its NC DOT state regulations as to why the driveway is located where it is located now.

Vote: The vote was three (3) in favor and two (2) opposed.

Finding #4: The location and character of the use, if developed according to the plan as submitted and approved will be in harmony with the area in which it is located and will be in general conformity with the adopted Lowell UDO / Land Use Plan and other plans for physical development of the City as adopted by the City Council.

Councilmember Bonham made motion location will be in harmony with the area in which it is located and will be in general conformity with the adopted Lowell UDO / Land Use Plan and

other plans for physical development of the City, followed by a second from Councilmember Ervin.

Vote: The vote was three (3) in favor, and two (2) opposed.

Councilmember Funderburk made a motion to close the evidentiary hearing, following by a second from Councilmember Ervin. The vote was unanimous.

Mayor Railey stated they were out of evidentiary hearing. She stated all four findings of fact were in the affirmative. Mayor Railey stated before the Council voted to issue the Special Use Permit, did the Council wish to add any conditions?

Conditions: Staff would highlight to increase the buffer on the site plan stated Scott Attaway. No additional conditions added by Council except the staff recommendation on the site plan.

Councilmember Funderburk made a motion to add the proposed condition to increase the buffer on the site plan, followed by a second from Councilmember Ervin. The vote was unanimous.

Councilmember Ervin made a motion to issue the Special Use Permit with the conditions, followed by a second from Councilmember Funderburk. The vote was four (4) in favor and one (1) opposed.

B. Conditional Use Permit Request – File #SUP20-02

Mayor Railey stated the first case is an Evidentiary Hearing concerning special use permit SUP-20-02, which is a request from Dean Brown, Times Oil Company, in the C-2 zoning district; 810 S. Main Street; PID #302356.

Councilmember Funderburk made a motion to go into evidentiary hearing, followed by a second from Councilmember Bonham. The vote was unanimous.

Mayor Railey asked if there was any member of the Council that believed that he or she has a conflict of interest in hearing this special use permit request. There was none.

The City Clerk Beverly Harris administered the oath for all persons wishing to present facts concerning the special use permit.

Scott Attaway outlined the special use permit request as allowing six (6) fuel pumps in the front yard. He stated by right, the Lowell UDO allows three (3) fuel pumps in the front yard.

The applicant, Dean Brown with Times Oil Company, presented their request and pertinent information to the Council.

Further comments: Councilmember Robinson asked if this would be the primary site? Mr. Brown stated no, their primary site would be located at 106 Kenworthy Avenue.

Councilmember Bonham asked if they saw any issues with the original site? Mr. Brown stated no.

The architect stated NCDOT has not reviewed any plans at either location at this time.

Howard Shoke with International Express. Mr. Shoke gave history on his company coming to the community and Gaston County. Mr. Shoke is against the two types of zonings abutting each other. He feels this will impact him negatively. He stated his loading dock will be land locked and impacted so it will impact his property value as a business. He also felt safety would be an impact for his truck drivers from customers at the convenience store. Mr. Shoke discussed endangering the public to put more traffic on this narrow street. He felt the first site is a better site for convenience store. This location is not a good fit.

Mayor Railey stated the Council shall grant a conditional use permit if it has evaluated the application and found the following findings in the affirmative:

Finding #1: The use will not materially endanger the public health or safety if located where proposed and developed according to the plan?

Councilmember Ervin made a motion that it will endanger the public health or safety due to the fact of the forementioned safety aspect of it being located near a busy intersection, followed by a second from Councilmember Gillespie.

Councilmember Ervin withdrew his motion

Councilmember Robinson made a motion that the use will not materially endanger the public health or safety if located where proposed and developed according to the plan, followed by a second from Councilmember Bonham. The vote was none (0) in favor and unanimously opposed.

Finding #2: The use meets all required conditions and specifications.

Councilmember Bonham made a motion the use meets all required conditions and specifications, followed by a second from Councilmember Funderburk. The vote was four (4) in favor, and one (1) opposed.

Finding #3: The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity.

Councilmember Bonham made a motion the use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity, followed by a second from Councilmember Robinson. The vote was two (2) in favor and three (3) opposed.

Finding #4: The location and character of the use, if developed according to the plan as submitted and approved will be in harmony with the area in which it is located and will be in general conformity with the adopted Lowell UDO / Land Use Plan and other plans for physical development of the City as adopted by the City Council.

Councilmember Bonham made a motion stating the location and character of the use, if developed according to the plan as submitted and approved will be in harmony with the area in which it is located and will be in general conformity with the adopted Lowell UDO/Land Use Plan and other plans for physical development of the City, followed by a second from Councilmember Robinson.

Vote: The vote was two (2) in favor and three (3) opposed.

Councilmember Funderburk made a motion to close the evidentiary hearing, following by a second from Councilmember Bonham. The vote was unanimous.

Mayor Railey stated they were out of evidentiary hearing.

C. Public Hearing – Text Amendment to UDO Regarding Pole Signs File #ZTA20-02

Scott Attaway stated the public hearing on Zoning Text Amendment ZTA20-02 was in regards to Section 12.5.4. H 1-4 of the Lowell UDO in regards to the allowable height of pole signs. He stated this was a staff-initiated text amendment allowing the Lowell UDO to remove conflicting language in regards to pole signs in the C-2 and C-3 Zoning Districts. Mr. Attaway also stated the public hearing was advertised with the Gaston Gazette on 9/24/20 and 10/1/20.

Councilmember Funderburk made a motion to go into Public Hearing, followed by a second from Councilmember Ervin. The vote was unanimous.

Scott Attaway stated staff felt the signs are too tall and doesn't meet the master plan for the gateway. Staff is asking that we remove that section to remove the ability to erect an 80' sign.

No one spoke during public hearing.

Councilmember Ervin made a motion to go out of Public Hearing, followed by a second from Councilmember Gillespie. The vote was unanimous.

Councilmember Gillespie made a motion to accept staff recommendation and approve the text amendment, followed by a second from Councilmember Bonham. The vote was unanimous.

D. Public Hearing to Consider Adoption of Pedestrian and Bicycle Plan

Scott Attaway stated copies of the pedestrian plan were given to the Council previously for review and it is also posted on the city website for reference. He stated staff recommends approval of the plan.

Councilmember Funderburk made a motion to go into Public Hearing, followed by a second from Councilmember Gillespie. The vote was unanimous.

Comments: No one spoke during public hearing.

Councilmember Ervin made a motion to go out of Public Hearing, followed by a second from Councilmember Bonham. The vote was unanimous.

Councilmember Ervin made a motion to approve the Lowell Pedestrian and Bicycle Plan, followed by a second from Councilmember Funderburk. The vote was unanimous.

E. Community Center Cleaning Fee

Cristy Cummings stated staff would like to begin taking rentals for the community center again. She stated cleaning and sanitizing between uses should occur for the safety of all involved (staff and those renting) due to COVID-19. Staff was proposing that an additional cleaning fee be added to the cost of the rental. Cleaning with certified companies will cost between \$100-150.

The Council directed staff to wait and re-evaluate reopening when the Governor approves larger groups in the future.

F. Freedom Festival Date

Cristy Cummings stated she met with the CIA committee to discuss dates available for the Freedom Festival and if the city will be able to proceed based on the health situation at that time. She stated the committee's recommendation was Saturday, March 20, 2021.

G. Capital Items

Kevin Krouse gave hand outs to Council regarding capital items pre-approved by Council. He stated staff was looking for direction on which item to proceed with as soon as possible. Mr. Krouse stated the leaf machine needs to be purchased as soon as possible per Thomas Shrewsbury as we are at the start of the leaf season.

Councilmember Robinson made a motion to proceed with the purchase of the leaf vacuum as presented, followed by a second from Councilmember Bonham. The vote was unanimous.

VII. STAFF REPORTS

Jared Pyles gave Council and update on the financial report.

VIII. CITY ATTORNEY REPORT

There was no city attorney report.

IX. CITY MANAGER REPORT

Kevin Krouse gave the following updates:

- Vision Statement
- Mission Statement
- Core Values
- Goals & Strategies Review

X. MAYOR AND CITY COUNCIL GENERAL DISCUSSION

Councilmembers Funderburk and Gillespie thanked Kevin Krouse for his service to Lowell. Mayor Railey thanked Kevin Krouse for his service to Lowell.

XI. CLOSED SESSION TO DISCUSS PERSONNEL MATTER (NCGS 143-318.11(a)(6))

A motion was made at 10:15 pm by Councilmember Ervin to go into closed session in accordance with provisions of NCGS 143-318.11(a)(6), followed by a second from Councilmember Bonham. The vote was unanimous.

The Council reconvened from Closed Session at 10:50pm.

Councilmember Gillespie made a motion to accept the employment agreement as written from Scott Attaway as the City Manager for the City of Lowell, followed by a second from Councilmember Ervin. (EXHIBIT B)

Under further discussion, Councilmember Robinson moved to amend the motion to make Scott Attaway the interim city manager and advertise for 30 days to make the process fair to employees and citizens. The motion died for lack of a second.

The Council went back to the original motion by Councilmember Gillespie on the floor and took a vote. The vote was four in favor and one opposed.

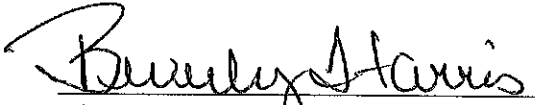
XII. ADJOURN

Councilmember Robinson made a motion to adjourn the meeting, followed by a second from Councilmember Bonham. The vote was unanimous. The meeting ended at 11:00 pm.

ATTEST:



Mayor, Sandy Railey



City Clerk, Beverly Harris

(Exhibit A)

**TIMES OIL-SOUTH MAIN STREET
Lowell, NC**

FINDING OF FACT

1. **The use will not materially endanger the public health or safety if located where proposed and developed according to the plan.**

The plans have been developed to meet all local and state land developments standards and requirements to ensure the use will not endanger the public health and safety.

2. **The use meets all required conditions and specifications.**

The use meets all required local UDO and state regulatory conditions and specifications for this type of development.

3. **The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity.**

With this compatible commercial development, the use should not substantially injure the value of adjoining or abutting properties but only potentially increase the current or future values.

4. **The location and character of the use, if developed according to the plan as submitted and approved will be in harmony with the area in which it is located and will be in general conformity with the adopted Lowell UDO / Land Use Plan and other plans for physical development of the City as adopted by the City Council.**

The location and use conforms to the currently adopted Lowell UDO/Land Use Plan for development along South Main Street and will be in harmony with current and future commercial development in that vicinity.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this the 13th day of October, 2020 by and between the City of Lowell, a municipal corporation, hereinafter called "Employer", as party of the first part, and Scott Thomas Attaway, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer and Employee wish to enter into an EMPLOYMENT AGREEMENT to ensure continuity of the professional administration of City affairs; and

WHEREAS, Employer desires to employ the services of said Scott Thomas Attaway as Manager of the City of Lowell as provided by Section 160A-147 of the North Carolina General Statutes and the Charter of the City of Lowell; and

WHEREAS, it is the desire of the Governing Council, hereinafter called "City Council", to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to secure and retain the services of Employee and to provide inducement for him to remain in such employment, to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to become employed as Manager of the City of Lowell;

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

SECTION 1 - DUTIES

Employer hereby agrees to employ said Scott Thomas Attaway as Manager of the City of Lowell to perform the functions and duties specified in the City of Lowell Charter and Section 160A-148 of the North Carolina General Statutes and to perform other

legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2 - TERM

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A, B and C, of this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4, paragraph C, of this agreement.

C. This agreement shall remain in full force in effect from October 17, 2020 until terminated by the Employer or Employee as provided:

(1) Termination by the Board which may occur at any time, but subject to the provisions set forth in Section 4, paragraphs A and B of this agreement; or

(2) Resignation by the Employee, which may occur at any time, but subject to the provisions set forth in Section 4, paragraph C of this agreement.

SECTION 3 - SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if, (1) a majority of the City Council agrees, or (2) after a hearing, a majority of City Council votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least five (5) days prior to such hearing by the City Council members bringing such charges, provided, further, that if after hearing, the Council votes to suspend for just cause, the Council may in its discretion and depending on circumstances, suspend Employee without full pay and benefits or with partial pay and benefits.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated without cause by the City Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this agreement, the Employer shall provide a minimum severance payment equal to six (6) month's salary at the then current salary and benefits. This severance shall be paid in the same installments as set forth in Section 6 below and shall continue in accordance with the term set forth in this paragraph until such time as Employee becomes employed with said employment providing retirement benefits and health insurance coverage at substantially the same level or higher. Three (3) additional months of severance will be provided if the Employee is terminated within six (6)

months of an election. Notwithstanding the above, if the Employee is terminated with cause which would include conviction of an illegal act involving personal gain to him, conviction of a felony, or act of moral turpitude, Employer shall have no obligation to pay the severance sum and benefits provided in this paragraph.

B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across the board average reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision materially benefiting Employee herein, or the Employee resigns following a request for resignation made by the majority vote of the City Council, then, in that event, Employee may at his option be deemed terminated as of the date of such salary or benefit reduction or the refusal to comply with a provision materially benefiting the Employee or from the date of a resolution requesting the resignation of the Employee.

C. In the event Employee voluntarily resigns his position with the Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer a one (1) written month notice in advance, unless the parties otherwise agree. There will be no severance pay in the event that Employee resigns his position as described in this paragraph.

SECTION 5 - DISABILITY

If Employee becomes permanently disabled or otherwise becomes unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of sixteen (16) successive weeks beyond any accrued sick leave, Employer shall have the option of terminating this agreement without being subject to the severance pay requirements of Section 4, paragraph A. However, Employee shall be compensated for any vacation, holidays, and other applicable accrued benefits. However, none of the above should give up the rights under the American Disabilities Act.

SECTION 6 – SALARY

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$ 10,000 . This salary is payable in installments at the same time as other employees of the Employer are paid. In addition, Employer agrees to evaluate yearly the compensation of the Employee using the results of the performance evaluation conducted under the provisions of Section 7 of this agreement, including such other criteria as Employer deems appropriate. Increased compensation can be in the form of a salary increase and or a bonus. Employee shall be entitled to the same salary increase

percentage wise as any across-the-board increases given to all other Employees of Employer.

SECTION 7 - PERFORMANCE EVALUATION

A. The City Council agrees to review and evaluate the performance of the Employee at least once annually and in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a written summary of the findings of the City Council and provide an adequate opportunity for the Employee to discuss his evaluation with the City Council.

B. Annually, the City Council and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations that can be provided.

SECTION 8 - HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the Employer, and to that end Employee will be allowed to take time off on a flexible basis dependent on work demands and to establish an appropriate work schedule. However, Employee is expected to devote a minimum of forty (40) hours per week to the business of the Employer, excluding any vacation, sick or holiday time used and management of the City office staff is to be considered a top priority for Employee.

SECTION 9 - AUTOMOBILE

The Employer agrees to reimburse the Employee at the then current IRS rate for any mileage outside of Gaston County when Employee is conducting City related business.

SECTION 10 - TECHNOLOGY

The Employer recognizes the importance of 24-hour communication with the Employee in times of emergencies. The Employer agrees to provide and pay for the Employees monthly cellular phone bill. The Employer also agrees to provide the Employee a laptop or similar device to perform the job duties of the position.

SECTION 11 - VACATION AND SICK LEAVE

As an inducement to Employee upon the signing hereof, Employee shall be entitled to vacation and sick leave as if he had been employed by the Employer for 4.75 years pursuant to the Personnel Policy for the City of Lowell. Future years of service will be added to the 4.75 years for accrual purposes.

SECTION 12 - HEALTH, DENTAL AND LIFE INSURANCE

Employer agrees to put into force and to make required premium payments for Employee health, dental, and life insurance. The City agrees to pay 100% of Health Insurance Dependent care premium for the Employee up to \$4,500.00 per year. The \$4,500 cap applies to the 50% of dependent care not currently paid by the City. The 50% of dependent care premium currently paid by the City will always be paid for the Employee.

SECTION 13 - RETIREMENT

Employer agrees to put into force and to make required payments for Employee into the North Carolina Local Government Employee's Retirement System. Employer agrees to provide a five percent (5%) contribution to the 401K program.

SECTION 14 – DUES, SUBSCRIPTIONS, AND MEETINGS

Employer agrees to budget and to pay for the professional dues, subscriptions, and meetings of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer. Employer must approve, in advance, all such expenses associated with travel totaling 200 miles or more and all national conferences.

Employer recognizes the desirability of representation in and before local, civic organizations, and the Employee is authorized to become a member of such clubs and organizations for which the Employer shall pay all expenses. The Employee shall seek approval of joining the Organization from the Council before seeking reimbursement of membership expenses.

SECTION 15 - INDEMNIFICATION

The Employer shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Manager, unless the conduct which results in such claim, demand, or legal action arises outside the course and scope of the Employee's employment, out of Employee's intentional misconduct, or Employee's gross negligence. If deemed appropriate by the Employer, the Employer will compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon.

SECTION 16 - BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee.

B. All provisions of the City Charter, ordinances, and policies of the Employer relating to vacation and sick leave, retirement, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

SECTION 18 - GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing October 17, 2020.
- D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this

agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

- E. The provisions of this agreement as set out on these seven (7) pages, along with any attachments and the City of Lowell Personnel Policy; represent the entirety of the understandings and commitments between the parties.

IN WITNESS WHEREOF, the City of Lowell has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

ATTESTED BY:


City Clerk
(CORPORATE SEAL)

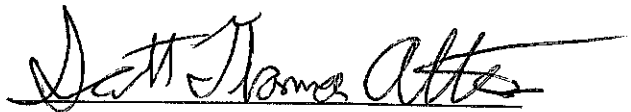


EMPLOYER:

CITY OF LOWELL

BY: 
Sandy Railey, Mayor

EMPLOYEE:


Scott Thomas Attaway



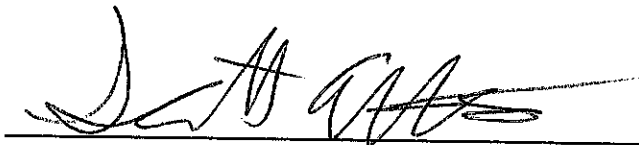
OATH OF OFFICE

CITY OF LOWELL CITY MANAGER

I, Scott Attaway, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as City Manager for the City of Lowell, North Carolina, so help me God.

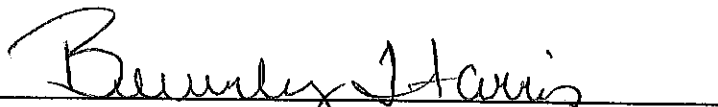


(Seal)



Scott Attaway

Sworn before me this 19th day of October 2020.



Beverly Harris, City Clerk