

**Welcome and Call to Order by Mayor O. Stanhope Anthony III**

~ Invocation ~

~ Pledge of Allegiance ~

**A. Approval of agenda:**

*Discussion and revision of the proposed agenda, including consent agenda; adoption of an agenda*

- 1) Motion to adopt the agenda as proposed or amended

**B. Public Hearing:**

- 1) Consideration of a proposed ordinance designating a local historic landmark – Bank OZK, Shelby, North Carolina: Ordinance No. 40-2019 1-67

**C. Consent Agenda:**

*Prior to approval and adoption of the agenda, a Council Member may move an item from the Consent Agenda to the regular agenda. Items remaining on the Consent Agenda will be considered collectively through a single motion and vote.*

- 1) Approval of the Minutes of the Regular Meeting of May 20, 2019 68-78
- 2) Approval of Special Event Permit Applications: 79-94
  - a. Uptown Shelby Sculpture Celebration, requested date: June 8, 2019
  - b. Hardin Drive Neighborhood Block Party, requested date: July 27, 2019
- 3) Approval of a resolution awarding the contract for the City of Shelby Fiscal Year 2018-2019 Street Resurfacing Program: Resolution No. 40-2019 95-108
- 4) Adoption of Fiscal Year 2018-2019 Budget Ordinance Amendment No. 9: Ordinance No. 41-2019 109-126

Shelby City Council Agenda  
June 3, 2019  
Page 2

D. Unfinished Business:

1) Discussion of Recycling Program Contract Renewal 127

E. New Business: None 128

F. City Manager's Report 128

G. Council Announcements and Remarks 128

H. Adjournment: 128

*To adjourn a meeting of City Council, a majority of the Council members must vote for a motion to adjourn.*

1) Motion to adjourn

City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

**Agenda Item: B-1**

Public Hearings:

- 1) Consideration of a proposed ordinance designating a local historic landmark – Bank OZK, Shelby, North Carolina: Ordinance No. 40-2019

**(Presenting: Walter Scharer, Planning Director)**

---

Summary of Available Information:

- Memorandum dated May 29, 2019 from Walter Scharer, Planning Director to Rick Howell, City Manager
- Landmark Designation Application
- Local Historic Landmark Designation Report
- Staff Report
- Letter from NC Dept. of Natural and Cultural Resources
- Historic Preservation Commission Minutes for Special Meeting
- General Statutes 105-278 and 160A-400.5
- Ordinance No. 40-2019

---

City Manager's Recommendation / Comments

This time is scheduled on the agenda for Council to conduct the required public hearing in accordance with NC GS 160A-400.6 to consider an ordinance that would designate the Bank OZK main branch building as a local historic landmark. An application has been received from the property owner (Bank OZK). The CCHPC has communicated to the City that the applicable state and local ordinances governing local landmark designation have been complied with fully.

Members of Council will recall that in previous years this process was followed for Webbley, 5 East Marion Street, the Shelby Supply Building on North Lafayette Street, the historic Cleveland County Courthouse in the uptown, the Mason Square Masonic Temple Building, the Bankers House, the Cleveland County Arts Council as well as others. The primary benefit to the property owner is a potential 50% property tax deferral upon the filing of a qualifying application with the tax assessor's office. This in theory provides the property owner(s) with a financial incentive to maintain the historic exterior of the property. This deferral is only in effect so long as the property owner complies with the applicable requirements relative to the maintenance of the historic exterior of the property. The tax benefit is applicable given the building is owned by the Bank OZK which is private entity subject to property tax. The primary public benefit is the preservation of an historic property. It also gives the Cleveland County Historic Preservation Commission authority to govern changes to the exterior of the property to ensure preservation of historic integrity and the ability to delay demolition for up to one year should that ever be proposed thus allowing the commission the opportunity to protect the property usually by finding a purchaser.

I would emphasize that in this case the owner has voluntarily made application for the designation and the CCHPC has certified to the City that the owners have been fully informed regarding the applicable statutory requirements. I would call your attention to the City staff report and the State Historic Preservation letter. Both are in conflict with recommendation of the CCHPC.

Following the close of the Public Hearing the City Council may take action to either approve or disapprove Ordinance No. 40-2019.



## **Memorandum**

To: Rick Howell - City Manager  
From: Walter Scharer – Planning Director  
Date: May 29, 2019  
Subject: Proposed Historic Landmark Designation – Bank OZK

### **Executive Summary of issue – Background**

Since 2005, the Cleveland County Historic Preservation Commission has served as the Historic Preservation Commission for the City of Shelby through an inter-local agreement. The Cleveland County Historic Preservation Commission is solely responsible for reviewing and designating Historic Landmark Properties.

Bank OZK has submitted a Historic Landmark Designation Application for the Main OZK Building in Uptown Shelby, to the Cleveland County Historic Preservation Commission. Based on the inter-local agreement, the City Council of the City of Shelby must hold a public hearing prior to adopting any ordinance designating a Historic Landmark Property.

### **Review and Comments**

Landmark designation has two main impacts:

- An owner who wishes to make changes to a property designated as a historic landmark must first have the plans reviewed and approved by the commission and by applying for a certificate of appropriateness.
- The owner of a designated landmark property may apply for an annual fifty percent property tax deferral for as long as the property's important historical features are retained.

When a property is designated as a historic landmark, the designation is filed with the title to the property. Future owners of the property are subject to the designation unless it is revoked.

### **Recommendation**

Please schedule a public hearing for this proposed Historic Landmark Property Designation at the June 3, 2019 City Council meeting. The Cleveland County Historic Preservation Commission recommends this Historic Landmark Property Designation. However, city staff believes the Historic Preservation Commission ignored the recommendation of the State Historic Preservation Office and approved the application. City staff strongly recommends not approving this application for Historic Landmark Property Designation due to the State Historic Preservation Office's review that this property lacks special significance and architectural integrity that are necessary for individual landmark designation.

**Attachments: Landmark Designation Application, State Historic Preservation Recommendation Letter, City of Shelby Staff Report, Historic Preservation Commission Minutes, NC General Statute and Ordinance**



# Cleveland County Historic Preservation Commission

Post Office Box 1210, Shelby, North Carolina, 28151-1210  
704.484.4979 Fax 704.484.4930

## LANDMARK DESIGNATION APPLICATION

*The guidelines developed for this application are based on the evaluation process used by the National Register of Historic Places. These principles regarding criteria, category classifications, and integrity have been adapted for local applications.*

### Name of Property

Historic Name:	Blanton and Wray Buildings		
Other Names:	First National Bank, Central Hotel, Hotel Charles		

### Location

Physical Address	102 and 106 South Lafayette Street, 108 West Warren Street		
City / Jurisdiction	Shelby	Parcel	17090

### Ownership

Name	Bank OZK		
Mailing Address	P. O. Box 8811		
City / State / Zip	Little Rock, Arkansas 72231-8811		

### Applicant *(If Other Than Owner)*

Name			
Mailing Address			
City / State / Zip			

### Site Information

Date of Construction	Late nineteenth century		
Major Additions	1906, 1920, 1928		
Exterior Alterations	1961, 1998		
Outbuildings	None		
Architect	Charles C. Hartmann, 1928 renovation and additions		
Builder	Unknown		
Lot Size / Acreage	0.63 acres		
Original Use	Commercial		
Present Use	Commercial		
Deed Book / Page	1662/823, 1662/827		
Tax Value	Land	Building	Total
	\$134,064	\$3,005,407	\$3,139,471

*Handwritten signature and date: 12/19/18*

### Classification

Category (Check One)			
<input checked="" type="checkbox"/> Building	Created principally to shelter any form of human activity, i.e. house, barn, hotel, church, school, theater, stable, etc.		
<input type="checkbox"/> Structure	A term used to distinguish from buildings and made usually for purposes other than creating human shelter, i.e. tunnel, bridge, highway, silo, etc.		
<input type="checkbox"/> Object	A term used to distinguish from buildings and structures that are primarily artistic in nature. Although it may be, by nature or design, movable, an object that is associated with a specific setting or environment, i.e. sculpture, monument, etc.		
<input type="checkbox"/> Site	The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure, i.e. battlefield, cemeteries, etc.		
Ownership (Check One)	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Public	
Number of Contributing and Non-Contributing Resources on the Property			
<i>A contributing building, structure, object, or site adds to the historic association, historic architectural qualities, or archeological value for which a property is significant because it was present during the period of significance, relates to the documented significance of the property, and possesses historic integrity or is capable of yielding important information about the period.</i>			
	Contributing	Non-Contributing	
Buildings	2		
Structures			
Objects			
Sites			
Documentation	<input checked="" type="checkbox"/> County Inventory	<input checked="" type="checkbox"/> Other	
	Primary sources (architectural drawings, historic photographs, newspaper articles, oral history)		
	<i>Contact the Cleveland County Historic Preservation Commission at 704-484-4979 or refer to the published inventory entitled "Architectural Perspectives of Cleveland County", 2003.</i>		
National Register Status	<input checked="" type="checkbox"/> Listed	<input type="checkbox"/> Eligible	<input type="checkbox"/> State Study List
	Central Shelby Historic District		
	<i>Contact the State Historic Preservation Office – Survey and Planning Branch to determine National Register status (919-733-6545) or on the web at <a href="http://www.hpo.dcr.state.nc.us/nrlist.htm">www.hpo.dcr.state.nc.us/nrlist.htm</a></i>		

*12/19/18*

<b>Signatures</b>	
Applicant	<u>Bank OZK</u> Date <u>12/19/18</u>
I have read the general information on landmark designation provided by the Cleveland County Historic Preservation Commission and affirm that I support landmark designation of the property defined herein.	
Owner	<u>[Signature], SVP</u> Date <u>12/19/18</u>
Staff	

**Filing Your Application**

When completed, this application will be reviewed by the Cleveland County Historic Preservation Commission and the State Historic Preservation Office for designation as a local historic landmark. The application will enable the local governing board to review your request.

**Landmark Designation Status**

The owner of a "historic landmark" may apply for a real property tax deferral of 50% of the Ad Valorem taxes on the landmark. This deferral persists as long as the property retains the "historic landmark" status, NCGS 105-278.

A suitable sign may be placed on a "historic landmark" or, if the owner objects, upon a nearby public right-of-way, NCGS 160A-400.5.

The owner of a "historic landmark" must secure a Certificate of Appropriateness from the Cleveland County Historic Preservation Commission before any material alteration, restoration, removal, or demolition of any exterior feature of a landmark may occur. With the owner's written consent or with the previous owner's written consent which has been filed and indexed with the Register of Deeds Office, the Commission may exercise authority over the interior of a landmark, NCGS 160A-400.9.

Demolition of a "historic landmark" also requires a Certificate of Appropriateness. The effective date of the Certificate of Appropriateness for demolition may be delayed for a period of up to 365 days from the date of approval. A Certificate of Appropriateness for the demolition of a landmark may be denied, if the State Historic Preservation Office determines that the landmark has state-wide significance as defined by the criteria of the National Register of Historic Places, NCGS 160A-400.14.

Local governing boards may exercise the power of eminent domain and thereby acquire those "historic landmarks" for which an application has been made for a Certificate of Appropriateness for demolition, NCGS 160A-241 and NCGS 40A-3(b)(8).

**LOCAL HISTORIC LANDMARK  
DESIGNATION REPORT**



**Blanton and Wray Buildings  
102 and 106 South Lafayette Street  
108 West Warren Street  
Shelby, Cleveland County, North Carolina**

**Prepared by:  
Fearnbach History Services, Inc.  
3334 Nottingham Road  
Winston-Salem, NC 27104**

**January 2019**



## Introduction

This report demonstrates that the interconnected Blanton and Wray Buildings at 102 and 106 South Lafayette Street and 108 West Warren Street possess the requisite architectural integrity and architectural and commercial significance for local historic landmark designation. The remarkably intact upper portion of the two-story brick Wray Building's sophisticated 1911 Beaux Arts façade is particularly important as one of Shelby's few surviving examples of early-twentieth-century Classical Revival-style commercial design. Embellishment includes a granite-capped parapet punctuated by turned balustrades; a robust denticulated cornice; smooth-granite accent courses, sills, corner blocks, and keystones; corbelled brick-bordered panels, and multipane oculi. Although the Blanton Building's façade was altered in 1961 and 1998, 1928 features such as the shaped parapet, the stuccoed finish that unifies the rear additions, double-hung multipane wood Palladian first-story windows, ornamental cast-iron balconies beneath the south elevation's second-story windows, and the flat metal canopy above the south hotel entrance are intact. The hotel's first floor retains the most original interior features. The 1928 configuration comprises a commodious lobby with an office at the southeast corner, a kitchen to the north, and spacious dining rooms to the west. Other original elements include plaster walls and ceilings, terrazzo floors, marble baseboards, cast-iron and marble staircases, wood door and window surrounds, built-in furniture, room partitions, and light fixtures.

The buildings are also commercially significant as they housed businesses that contributed to the community's economic vitality for over a century. First National Bank served as one of the community's primary financial institution for decades, suppling critical services that bolstered growth and development. The Central Hotel and Hotel Charles accommodated countless travelers and area residents at conferences, meetings, parties, dances, weddings, and other events. Wray-Nix Company and its successor firms provided a wide clothing selection for almost ninety years.

The local historic landmark boundary encompasses 0.63-acre Cleveland County tax parcel number 17090 (PIN: 2547109631). Joint local historic landmark designation is appropriate as the buildings occupy a single tax parcel and are functionally connected.

## TABLE OF CONTENTS

Setting	3
Description	4
Historical Background and Building Evolution	12
National Register of Historic Places and Survey Status	19
Local Historic Landmark Eligibility Evaluation	19
Designation Parameters	21
Boundary Description and Justification	21
Bibliography	22
Sanborn Maps	24
Historic Photographs	29
Existing Conditions Floor Plans	35



**Blanton Building indicated with a blue star**  
**Wray Building (to the north) marked with a red star**  
 2018 aerial from <https://www.google.com/maps>

**Setting**

Located at the prominent northwest corner of Lafayette and Warren Streets’ intersection in Shelby’s central business district, the three-story interconnected Blanton and Wray Buildings housed First National Bank, the Central Hotel, Hotel Charles, and Wray-Nix Company and its successor firms for many years. The edifices, which occupy an approximately 0.63-acre parcel fronting the courthouse square, were initially collectively referred to as the Blanton Building. However, the north structure was later known as the Wray Building. That name will be used for the purposes of this report, and the south edifice called the Blanton Building.

A concrete sidewalk that includes at-grade planting beds containing deciduous trees spans the distance between the east and south elevations and the Lafayette and Warren Street curbs. South Trade Street serves as the parcel’s west boundary and West Dale Street, an east-west alley that bisects the block between Warren and Marion Streets, functions as the north boundary. The Blanton Building occupies the parcel’s entire south half, but the Wray Building is not as deep, allowing for an asphalt-paved parking lot in the tract’s northwest quadrant. The rear entrances are accessed from the parking lot. Late-nineteenth to mid-twentieth-century edifices fill the surrounding blocks.



### **East elevations**

*All current photographs taken by Heather Fearnbach on June 7, 2017 unless otherwise noted*

### **Description**

#### ***Exterior***

The Blanton and Wray Buildings have been remodeled and expanded numerous times throughout the twentieth century, most recently in 1998. These modifications are explained in the historical background and building evolution section of this report. The following narrative describes the current appearance.

The primary east elevations, which front the courthouse square, attained their current appearance in 1998. The upper two stories of the Wray Building's Beaux Arts 1911 façade, which had been covered by metal-screen panels since the 1960s, were restored at that time. Classical embellishment includes a tall, flat, granite-capped parapet punctuated by turned balustrades, a robust denticulated cornice, and smooth-granite courses above the mezzanine windows and the storefront. Varied fenestration adds aesthetic interest. On the second story, slightly projecting granite sills and angled-stretcher-course lintels with granite corner blocks and projecting keystones frame four pairs of one-over-one replacement sash. Two smaller, high intermediary window openings are more simply executed with flat granite lintels and projecting granite sills. Each contains a nine-over-one sash. The mezzanine windows are half as tall as those on the second story, but equally decorative. Corbelled brick courses border four rectangular panels with crosssetted corners. Each panel encompasses two original, square, diamond-pane sash. In the same bays as the smaller second-story sash, granite keystones accent the corbelled brick surrounds of two multipane oculi. The storefront, which had been updated in the late 1960s, was sheathed in marble in 1998 to imitate the Blanton Building's 1961 storefront. The 1998 storefront comprises a central recessed aluminum-framed glass double-leaf door and rectangular transom entrance topped with a ribbed-aluminum-panel transom. Four large multipane aluminum-framed windows with matching transoms flank the entrance.

The Blanton Building's east elevation received its central shaped parapet in 1928. Faux running-bond-brick and a vinyl denticulated cornice were applied to the stuccoed upper two stories in order to unify the

Blanton and Wray Buildings' façades in 1998. The granite courses that top the Wray Building's storefront and third-story windows were also emulated across the Blanton Building. The second- and third-story fenestration encompasses six vinyl simulated six-over-six replacement sash as well as a small, narrow, high, two-over-two-sash on each level. All have cast-stone sills. Faux-brick soldier-course lintels surmount the second-story windows. The 1961 storefront comprises a central aluminum-framed plate-glass entrance capped with a ribbed-aluminum-panel transom. Two large multipane aluminum-framed windows with matching transoms flank the entrance. The 1961 marble storefront sheathing was removed and replaced in kind in 1998.



**Blanton Building, south elevation**

Three shaped parapets top the stuccoed south elevation. A plaque in the central parapet bears the name “The Charles,” referencing the “Hotel Charles” sobriquet used after the 1928 expansion and remodeling. The south elevation’s 1928 fenestration is substantially intact, although all windows on the upper two floors have been replaced with vinyl sash. The ornamental cast-iron balconies beneath the second-story windows and the flat metal canopy above the hotel entrance were added in 1928. The 1961 marble storefront sheathing that wrapped around the building’s southeast corner was removed from the south elevation in 1998. Vinyl Palladian windows were installed in the uncovered south window openings. The remaining first-story windows retain 1928 double-hung multipane wood Palladian windows. The wood surrounds are intact, but vinyl panels have been added in the upper corners of each rectangular window opening. The aluminum-frame double-leaf entrance, sidelights, and transom at the south elevation’s center were installed in 1961. West of that entrance, aluminum-frame, tinted-plate-glass windows have filled the basement window openings since 1998. Concrete steps lead to the single-leaf basement entrance, which is below sidewalk grade. A cast-iron railing secures the stairwell. The recessed double-leaf entrance in the south elevation’s westernmost bay provides access to an office.

The west and north elevations are also stuccoed. A one-story-on-basement kitchen and dining room wing projects from the three-story wing’s north elevation. First-story 1928 Palladian windows remain, although some sash are in poor condition. Most third-story window openings contain replacement vinyl simulated-six-over-six or four-over-four sash, while 1960s steel-frame sash with four horizontal panes including two-pane central hoppers illuminate the second story. At the west elevation’s center, recessed upper-level

entries allow egress from the hotel corridors to the steel fire escape. The single-leaf wood doors have paneled bases and eight-pane textured-glass upper sections. Steel steps with metal-pipe railings lead to the dining room entrance—a single-leaf multi-pane wood door at the center of a Palladian window—in the third bay from the north elevation’s west end. Three arched window openings east of the entrance have been enclosed with stucco. Concrete steps with a metal-pipe railing rise to the single-leaf kitchen door. A one-story mechanical room with a rooftop HVAC unit projects from the kitchen wall east of the entrance. The kitchen and dining room wing has a tar-and-gravel roof. Steel steps with metal railings lead from the west wing’s stair tower and the east block’s west elevation to the roof, which contains a variety of HVAC equipment.



**Blanton Building, west elevation (above) and north elevation (below)**



The second story of the south elevation of the Wray Building's rear wing rises above the roof of the adjacent one-story wing. The blind wall has a smooth parged finish and a stepped parapet. The west elevation's second story has a smooth parged finish. Four eight-over-eight sash illuminate the interior. The first story was modified in 1998. Scored stucco was applied to emulate the marble façade panels and a flat-roofed portico with a matching cornice constructed. Concrete steps with stuccoed, concrete-capped kneewalls lead to an aluminum-framed plate-glass double-leaf door and transom. A planting bed with a stuccoed retaining wall was added north of the portico.



**Wray Building, west elevation (above) and north elevation (below; east bay at left)**



The north elevation's east bay is finished in the same manner as the façade, while the remaining wall was stuccoed in 1998. The east bay's first story was sheathed with marble at that time. The 1911 granite-capped parapet, denticulated cornice, single second-story window opening with a slightly projecting granite sill and an angled-stretcher-course lintel with granite corner blocks and projecting keystone, and a square, diamond-pane mezzanine sash framed by a corbelled brick course with crossetted corners are intact. Nine small rectangular windows pierce the stuccoed wall's first story. The upper portion is blind.



**Hotel lobby, looking west**

### ***Interior***

The hotel's first floor retains the most historic features. The 1928 configuration comprises a commodious lobby with an office at the southeast corner, a kitchen to the north, and spacious dining rooms to the west. Other original elements include plaster walls and ceilings, terrazzo floors, marble baseboards, cast-iron and marble staircases, wood door and window surrounds, built-in furniture, room partitions, and light fixtures. Substantial square plastered posts and beams carry the building's load. The beams drop below the plaster ceilings, resulting in a coffered appearance. Brown marble baseboards at the base of each post and the plaster walls complement the gray, gold, black, and white terrazzo floor. White marble steps with simple steel railings ameliorate the change in elevation between the West Warren Street entrance and the lobby as well as the lobby and the dining rooms. The staircase at the lobby's east end, which leads to the upper floors, has matching steps but a more elaborate railing comprising square newel posts, alternating twisted and square steel balusters, and a molded wood handrail. The adjacent elevator provides access to all four levels. A small men's restroom is east of the elevator. Wood doors with single tall recessed panels and wood door surrounds featuring recessed panels and square corner blocks are intact. The bronze pendant light fixtures have opaque globes.

In an alcove on the lobby's north elevation, a wood-paneled enclosure encompasses a central reception desk flanked by an office to the west and a storage room and two telephone booths to the east. The office and completely intact telephone booths have translucent ribbed-glass windows and doors. The reception area features a built-in mail and storage cabinet. A three-section built-in wood bookcase fills the north wall



at the lobby's northwest corner. East of the bookcase, short corridor leads to the women's restroom. Alternating triangular sections of gold, brown, white, and black terrazzo embellish the restroom vestibule floor. The restroom retains white porcelain fixtures and a floor of small square black-and-white tiles laid in a checkerboard pattern.



**Hotel lobby, northwest corner (above) and southeast dining room (below)**



In order to allow light from the lobby to permeate the office at the lobby's southeast corner and the dining rooms, three-part wood-frame window units with translucent ribbed-glass panes were inserted in partition walls. The dining room entrance comprises ribbed-glass windows and a double-leaf textured-glass door surmounted by a recessed neon "coffee shoppe" sign and a louvered-wood vent. A series of similar windows and doors originally spanned the columns between the north and south dining rooms. The lower

portion of each wood-framed bay was later replaced with aluminum accordion doors. Partial-height frame partition walls were installed in the lobby's southwest corner, the dining rooms, and the kitchen in the late twentieth century. The kitchen has a terra-cotta tile floor.

The south portion of the Blanton Building's first floor comprises an open-plan customer service area with a teller counter across the south end and office cubicles on the north side. A wide full-height opening in the party wall leads to an office-lined north-south corridor in the Wray Building. The corridor opens into a reception area adjacent to the north entrance and intersects two east-west corridors that provide access to offices, a conference room, an elevator, and the rear entrance. The interior was completely remodeled in 1998.



**Bank OZK, Blanton Building, first floor, looking south**

The bank's basement offices have been updated with commercial-grade carpeting and dropped acoustical-tile ceilings with fluorescent light panels and HVAC vents. The east-west corridor has a square ceramic tile floor. An aluminum-frame curtain wall encloses the offices on the corridor's south side. The door at what was once the east end of the west wing's corridor secured a bank vault. The bank vault walls were removed to facilitate access to the basement's east section, which includes a wood-paneled meeting room originally used by local civic organizations. The restroom retains marble stall walls, glazed rectangular white tile on the lower three-quarters of each wall, and a floor with a small square white tile central section and a blue-and-white checkboard-patterned border. Concrete steps with metal-pipe railings lead from the corridor's south side to the bank's first floor. In the basement's east section, the party wall between the Blanton and Wray Buildings is the computer server room's north elevation, where a double-leaf steel door opens into two offices at the end of a short north/south corridor in the Wray Building. The server room is in the Blanton Building on the north side of an open-plan room containing office cubicles.

Hotel rooms flank the long central corridors that run north-south and east-west through the Blanton Building's upper two stories. A stair and elevator tower rises on the east-west corridors' north side near its junction with the main block. The 1928 floor plan and finishes are most intact in the west wing, which is characterized by tall baseboards, simple chair rails, molded door surrounds, and corridor entrances with

single-panel wood inner doors, louvered wood outer doors, and brass hardware. Each entrance was surmounted by an operable rectangular transom that allowed for air circulation while protecting privacy. The transoms have been replaced with plywood panels, but the surrounds are intact. Bathroom and closet doors are narrower than corridor doors. Plaster walls and ceilings remain in many rooms. The window openings were originally devoid of trim, but wood surrounds have been added in some rooms. Some restrooms retain porcelain fixtures and small square blue-and-white tile floors laid in a checkboard-pattern. Commercial-grade carpeting has been installed throughout the upper floors. Dropped acoustical-tile ceilings with fluorescent light panels and wallpaper were added in the corridors. Hotel room updates include linear fluorescent lights with exposed bulbs and wall-mounted electrical conduit.

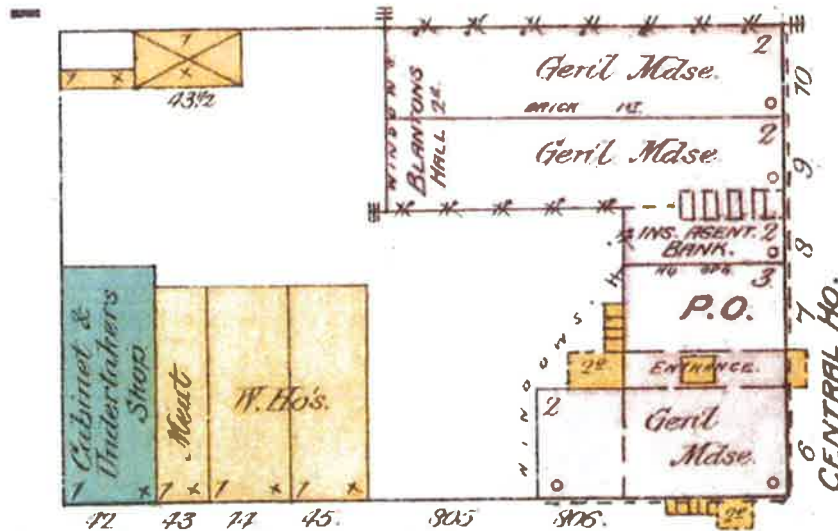


**Blanton Building, second floor corridor, looking west (left) and hotel room, looking south (right)**

The building's east section was more extensively modified to serve as bank offices. Some partition walls were removed to create a more open plan and dropped acoustical-tile ceilings, fluorescent lighting, and commercial-grade carpeting installed.<sup>1</sup> On the second floor, a single-leaf steel door at the north end of the Blanton Building's office-lined north-south corridor allows access to the Wray Building's two large meeting rooms and kitchen. The Blanton Building's north-south third floor corridor terminates at a solid wall. The Wray Building does not have a third floor.<sup>2</sup>

<sup>1</sup> Roger Holland, conversations with Heather Fearnbach, June and September 2017.

<sup>2</sup> According to the May 1947 Sanborn map and general contractor Charles Morrison, who executed the 1998 First National Bank renovation planned by Holland and Hamrick Architects, P. A., there was no interior connectivity between the Blanton and Wray Buildings after 1928. All current openings in the party wall were created in conjunction with the 1998 project. Morrison recalled the difficulty of cutting through the masonry walls in conversations with Heather Fearnbach, June and September 2017.



Sanborn Map Company, "Shelby, North Carolina," July 1885, Sheet 1

### Historical Background and Building Evolution

Exact construction dates have not been determined for the earliest portions of either building. However, both are depicted on the July 1885 Sanborn map. At that time, the two-story brick north edifice housed general mercantile purveyors on the first floor. The expansive open-plan second floor functioned as "Blanton's Hall," a popular gathering place named for the building's owner, banker Burwell Blanton. The venue accommodated lectures, political rallies, board meetings, dances, plays, and other performances.<sup>3</sup> A stair south of the store entrances provided access to the hall. On the stair's south side, the building's two-bay-wide south section, which was only a third of the north section's length, housed H. D. Lee Banking Company, organized by Burwell Blanton, H. D. Lee, and Samuel J. Green in 1879. The concern became B. Blanton and Company upon its May 1895 incorporation by Burwell Blanton and his sons Charles C. and George Blanton.<sup>4</sup> Robust denticulated cornices topped the façade's flat parapet and surmounted the storefronts, which comprised large multipane windows, paneled kneewalls, and recessed entrances. Multipane double-hung sash illuminated the second floor.

Promoted as Shelby's "largest and most costly building," the three-story six-bay-long and six-bay-wide redbrick south structure featured three rough-face-granite-sheathed Lafayette Street storefronts. A projecting denticulated cornice wrapped around the building above the third-story windows, which were ornamented with bracketed hoods. Pedimented hoods topped the second-story windows. On the south elevation, large casement windows and transoms filled five first-floor window openings beneath segmental-arched lintels comprised of granite voussoirs. Light wells allowed for basement windows below sidewalk grade.

<sup>3</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," Sheet 1, July 1885, July 1890, and July 1896; "Peck's Bad Boy," *New Era* (Shelby), November 9, 1888, p. 2; "A Banquet At Shelby," *Charlotte Observer* (hereafter abbreviated *CO*), January 9, 1894, p. 2; "Dissolution Notice," *Cleveland Star* (hereafter abbreviated *CS*), February 5, 1902, p. 1; *Morning Post* (Raleigh), January 31, 1902, p. 6; "Nix Bros.," *CS*, July 1, 1903, p. 21; "Mrs. Wiggs of the Cabbage Patch," *CS*, August 9, 1905, p. 1; "Wray-Nix Co.," *CS*, January 17, 1911, p. 2; *CS*, August 21, 1917.

<sup>4</sup> H. D. Lee Banking Company assumed the business of Cleveland Savings Bank, chartered in 1875, and J. Jenkins and Company, which had been established by Jesse Jenkins, Plato Durham, and H. D. Lee in 1869. "Shelby's First National," *CO*, February 25, 1907, p. 10.



**Blanton Building circa 1895 (above), from *First National Bank*, p. 9**

Charlotte-based clothiers W. F. Kaufman and Company occupied the corner storefront in the late nineteenth century. The north storefront, which housed Shelby's post office in 1885, and the central entrance, which led to the Central Hotel on the upper floors, were sheltered by a flat canopy topped with a metal balustrade. The bank and the post office did not have interior connectivity. By 1890, the north storefront became Central Hotel's lobby and the south storefront was divided in half to house the post office and a drug store. A saloon occupied the south storefront by 1896.<sup>5</sup>

The Central Hotel offered nightly accommodations as well as longer-term room rentals under W. E. Ryburn's management in the late 1880s. Amenities included spacious and amply illuminated rooms, a restaurant, a telegraph office, and a "sample" room that traveling salesman, physicians, and others could utilize to conduct business. Carriages provided transportation to and from the train station.<sup>6</sup> In August 1897, C. C. Blanton purchased W. L. Damron's interest in the Central Hotel as well as "store houses" west of the hotel. The \$13,500 transaction also included two brick "store rooms" north of the Masonic Temple and Damron's personal residence and other property in west Shelby.<sup>7</sup>

By 1900, Shelby Drug Company's pharmacy and soda fountain occupied the south storefront. In 1903, Henry E. Kendall began operating Kendall's Drug Store in the north storefront. Also that year, the Blantons updated the Central Hotel's interior and opened new third-floor rooms. The hostelry provided accommodations for travelers as well as boarders and enjoyed busy summer seasons. Three similar

<sup>5</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," July 1885, Sheet 1; July 1890, Sheet 1; July 1896, Sheet 1.

<sup>6</sup> "W. F. Kaufman and Co.," *New Era*, December 21, 1887, p. 3; "Central Hotel," *New Era*, May 31, 1889, p. 3; "Central Hotel," *Aurora* (Shelby), September 12, 1889, p. 1; Circa 1895 photograph in U. L. Patterson and Barry E. Hambright, *First National Bank* (Charleston: Arcadia Publishing, 2004), 9.

<sup>7</sup> "Store houses" and "store rooms" may reference commercial buildings or warehouses. "Shelby *Aurora*," *Asheville Citizen Times*, August 25, 1897, p. 2; "Items of State News," *CO*, August 26, 1897, p. 4.

concerns had been established by that time, the College, Commercial, and Shelby Hotels.<sup>8</sup>

In May 1903, B. Blanton and Company was chartered as First National Bank of Shelby, with C. C. Blanton as president, Henry Franklin Schenck vice president, George Blanton cashier, and Forrest Eskridge assistant cashier.<sup>9</sup> C. C. Blanton also purchased \$25,000-worth of Shelby Cotton Mill stock in 1903, bringing his total investment in that company to \$40,000. He became a director and the concern's president in late October of that year.<sup>10</sup>

Sometime between June 1900 and June 1905, the Blantons added a one-story kitchen and dining room west of the hotel lobby. C. R. Doggett managed Central Hotel in 1906, when a \$12,000 renovation required the hotel's July relocation to rooms above Shelby National Bank. First National Bank and Kendall's Drug Store also moved to temporary quarters. The renovation facilitated First National Bank's expansion into the south half of the south storefront, formerly a drug store. The bank interior featured Vermont marble wainscoting and counters, polished golden oak woodwork and furniture, a mosaic tile lobby floor with a central company monogram, and dark green tapestry wallpaper. A stenographer's office and a board room were adjacent to the main banking room. The drug store in the south storefront's north section was accessible from the Hotel Charles lobby to the north. Exterior modifications included stuccoing the south elevation's first story. The work was completed in late 1906. C. C. Blanton further diversified his business interests in August, leading the consortium of local investors who incorporated Shelby Realty and Insurance Company, which operated from First National Bank's former location in the north building's south storefront.<sup>11</sup>

In December 1909, the Central Hotel Company engaged Charlotte architect James M. McMichael to plan the establishment's remodeling. Although the scope of work is unknown, Sanborn maps indicate that the dining room and kitchen wing was extended to the west, which made it the same length as the Wray Building to the north. Also, the north building's upper-story became rooms for the Central Hotel, which prospered after Pattie A. Ware assumed its oversight in 1910. The storefront tenancy remained consistent. After the north building received a sophisticated Beaux Arts façade in 1911, Henry Kendall moved his drug store to that building's north storefront (2 South Lafayette Street). The soda fountain was a popular gathering place. Kendall sold the business to Z. J. Riviere and Frank and T. W. Hamrick in mid-December 1917. The new proprietors changed the concern's name to Cleveland Drug Store.<sup>12</sup>

Wray-Nix Company occupied the north building's south storefront (4 South Lafayette Street). The 1911 façade coincided with a change in the business's ownership and name. That year, Albert Victor Wray purchased John Nix's interest in Nix Brothers, a general mercantile established by John and Abner S. Nix in 1902. Wray had previously garnered sales experience in Lynchburg, Virginia. The concern ceased offering groceries and increased its selection of clothing, shoes, fabric, notions, and housewares. The proprietors regularly traveled to Lynchburg, Baltimore, New York, and other cosmopolitan markets to

---

<sup>8</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," June 1900, Sheet 1; "The Shelby Drug Company," *CS*, May 7, 1902, p. 4; "Kendall's Drug Store," *CS*, February 4, 1903, p. 4; *CS*, June 24, 1903, p. 5.

<sup>9</sup> Forest Eskridge was the son of Charles and George Blanton's sister Mary Judith and her husband Richard. "Shelby's First National," *CO*, February 25, 1907, p. 10.

<sup>10</sup> *Charlotte News*, October 31, 1903, p. 4.

<sup>11</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," June 1900, Sheet 1; June 1905, Sheet 2; October 1909, Sheet 5; "Central Hotel Moved," *CS*, July 17, 1906, p. 1; "A New Insurance Company in Shelby," *Charlotte News*, August 22, 1906, p. 3; "The Graded School," *CS*, September 28, 1906, p. 1; "Hotels and Boarding Houses," *Aurora*, December 14, 1906, p. 5.

<sup>12</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," October 1909, Sheet 5; February 1916, Sheet 2; *Manufacturers' Record*, December 9, 1909; "Helping the Soldiers," *Greensboro Daily News*, December 12, 1917, p. 11; "Brabble Leases Central Hotel Here," *CS*, August 4, 1925.

purchase inventory. Trade remained brisk through the 1910s. A. S. Nix retired in January 1919 and sold his share of the business to Wray, who then reorganized as A. V. Wray Company.<sup>13</sup>

In May 1919, C. C. Blanton announced plans for a three-story, brick, fifty-foot-wide by fifty-foot-long rear addition to the south building. At that time, the edifice housed the twenty-room Central Hotel, First National Bank, and Cleveland Drug Store. Pattie Ware managed the hotel and restaurant. The approximately \$75,000 addition completed in July 1920 encompassed three-story wing containing the hotel lobby, dining room, thirty bedrooms as well as a one-story kitchen with cold storage. The entire building exterior was stuccoed and elements of the earlier section including the molded cornice and arched first-floor windows emulated in order to unify the construction phases. However, the upper-story windows were smaller, paired, and did not have decorative hoods.<sup>14</sup>

C. C. Blanton and Company also remodeled A. V. Wray's store in the north building in 1920, but the scope of that work is unknown. The improvements corresponded with Wray's business reorganization in July of that year, when he sold a half-interest in the mercantile to Georgia native William Hill Hudson. Hudson was well-known in Shelby due to his travels throughout western North Carolina as a salesman for general merchants Armstrong-Cator and Company of Baltimore and Guggenheimer Company of Lynchburg. Wray-Hudson's trade burgeoned in the 1920s.<sup>15</sup>

The concerns housed in the Blanton Building also prospered. Local residents, businesses, and civic organizations utilized the Central Hotel dining room for meetings, luncheons, banquets, receptions, and other events. Women's associations and the Kiwanis, Club frequently met at the hotel. The American Legion leased a basement room in February 1922 to serve as a veteran's club. That organization made the space available to other community members in need of a meeting venue.<sup>16</sup> Cleveland Drug Store operated a popular lunch counter. First National Bank welcomed clients at its corner location. In May 1922, First National Bank president C. C. Blanton and others incorporated Union Trust Company and acquired a primary competitor, Shelby National Bank. In addition to its Shelby location, Union Trust Company opened branches in Lattimore and Lawndale by August 1922.<sup>17</sup>

A January 1923 boiler room fire resulted in temporary evacuation of 150 Central Hotel guests and around \$1,000-worth of repairs. Smoke permeated the building, but damage was minimal. That was not the case on February 23, 1928, when an early morning fire killed three men, injured other occupants, and significantly damaged the structure, necessitating an extensive renovation.<sup>18</sup> First National Bank soon resumed operation in the McKnight Building on West Warren Street. However, on August 28<sup>th</sup>, that

---

<sup>13</sup> "A. V. Wray Buys Out His Partner A. S. Nix," *CS*, January 14, 1919, p. 3; "Wray's Store Long in City," *Shelby Daily Star* (hereafter abbreviated *SDS*), Cleveland County Centennial edition, August 1940.

<sup>14</sup> "Brick Addition to be Made to Central Hotel," *CS*, May 30, 1919, p. 1; "Much Construction Work Underway at Shelby," *CO*, August 14, 1919, p. 3; "Shelby B. and Loan Holds Annual Meeting," *CS*, June 6, 1919, p. 1; "Prosperity for Cleveland in 1919," *CS*, December 30, 1919, p. 1; "Shelby Has Been Active This Year," *CO*, November 9, 1920, p. 2; "Central Hotel Addition," *CS*, April 20, 1920, p. 5; "Central Hotel Addition," *CS*, June 25, 1920, p. 1; "Nothing to Complain About," *CS*, April 8, 1921, p. 2; Circa 1920 postcard Patterson and Hambright, *First National Bank*, 37.

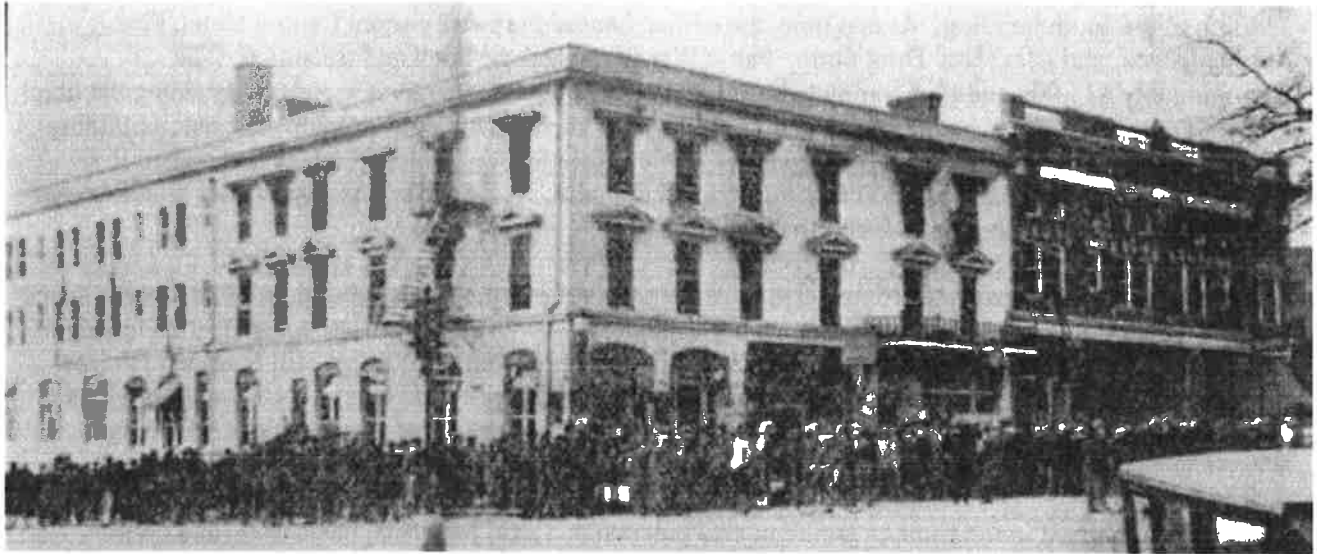
<sup>15</sup> "W. H. Hudson," WWI registration card, June 15, 1917; "Wray-Nix Company," *CS*, December 6, 1918, p. 8; *CS*, December 17, 1918, p. 5, and August 9, 1921, p. 5; "Mr. Wray Sells Half Interest to Mr. Hudson," *CS*, July 23, 1920, p. 1.

<sup>16</sup> "Federation Brings Many Women Here," *CS*, November 18, 1921, p. 9; "Legion Boys to Have a Club Room," *CS*, February 14, 1922, p. 7; "Will Hear Mr. Lowe at Central Tonight," *CS*, May 2, 1922, p. 1; "Kiwanis Meeting," *CS*, October 17, 1922, p. 1.

<sup>17</sup> "Union Trust Company Takes Over Shelby National Bank," *CS*, May 19, 1922, p. 1; "Union Trust Company Lawndale Branch," *CS*, August 8, 1922, p. 5.

<sup>18</sup> Central Hotel resident Emma Frick later died from injuries sustained in the February 1928 fire. "Fire Threatens the Central Hotel Block," *CS*, January 19, 1923, p. 1; "3 Die in Fire Here," *CS*, February 23, 1928, p. 1; Lee B. Weathers, *The Living Past of Cleveland County* (Spartanburg, S. C.: The Reprint Company, 1980), 59

edifice collapsed during the basement's excavation to create a pool room in the adjacent building, killing three employees and three customers. First National Bank relocated to a storefront formerly occupied by Stephenson's Drug Store.<sup>19</sup>



**Blanton Building, photograph from the *Cleveland Star* following fire, February 24, 1928, p. 1**

Greensboro architect Charles C. Hartmann planned the Blanton Building's dramatic transformation after the 1928 fire.<sup>20</sup> One- and three-story west additions expanded the building footprint to its current extent. The fire-resistant structural system comprised concrete floors, steel posts and beams, and plastered reinforced tile partition walls.<sup>21</sup> Classical exterior elements were replaced with Spanish Revival stylistic features. The formerly flat parapet was stepped at the center of the east and south elevations. The molded cornice was removed and a pent barrel-tile roof supported by robust paired brackets installed above the third-story windows of the building's southeast section and the south elevation's west bays. A plaque in the south elevation's central parapet bore the name "Hotel Charles," the Central Hotel's new moniker. The window hoods were eliminated and the arched first-floor window openings widened. Ornamental cast-iron balconies were installed beneath the second-story windows. A flat metal canopy sheltered the hotel entrance at the south elevation's center.<sup>22</sup>

The interior floor plan also changed, with the bank assuming the entire south storefront and the drugstore moving to the north storefront. The rear wing's first floor encompassed the hotel lobby, dining rooms and kitchen. Hotel rooms filled the upper floors.<sup>23</sup> The Hotel Charles reopened in March 1929 with a 150-guest capacity. Addison D. Brabble and his wife Bennie M. Brabble, the hotel's lessees since Pattie Ware's August 1925 retirement, oversaw its operation. Following Mr. Brabble's 1937 death, Mrs. Brabble and

---

<sup>19</sup> Weathers, *The Living Past of Cleveland County*, 59; Valerie Baulerlein, "Blanton recalls 1928 disaster when his father, brother died," *Shelby Star*, May 2, 1995; Patterson and Hambright, *First National Bank*, 33.

<sup>20</sup> Hartmann's June 1928 drawings were in the possession of First National Bank in the late 1990s. His other hotel commissions included the Alamance Hotel in Burlington and Hickory Hotel in Hickory. Charles C. Hartmann, Architects' Roster Questionnaire, 1946, AIA Archives, Washington, D. C.

<sup>21</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," April 1926, Sheet 3; April 1926 with May 1947 updates, Sheet 3.

<sup>22</sup> Circa 1929 photograph in *"The Land of the Sky" and Great Smoky Mountains National Park* (Asheville: Great Smoky Mountains Publishing Company, Inc., 1929); Circa 1930s postcard in Patterson and Hambright, *First National Bank*, 37.

<sup>23</sup> Sanborn Fire Insurance Company, "Shelby, North Carolina," April 1926, Sheet 3; April 1926 with May 1947 updates, Sheet 3.



manager S. C. Hewitt headed the business.<sup>24</sup>

The north building received a new tenant when Knoxville, Tennessee-based furniture purveyor Sterchi Brothers established a Cleveland County presence during the early 1920s, increasing its North Carolina territory beyond Asheville and Charlotte by leasing storefronts at 2 Lafayette Street in Shelby and in Kings Mountain.<sup>25</sup> Ernest C. McClain oversaw both locations from around 1930 until 1936, when he moved to Kings Mountain. Fred L. Baird then managed the Shelby store. Baird claimed that the concern's popularity stemmed from "offering the newest and most attractive furniture at the lowest possible prices." In addition to bedroom, living room, and dining room suites, newspaper advertisements also featured cabinets, appliances, and electronics. Sterchi's soon outgrew the storefront at 2 South Lafayette Street. In 1939, when the concern moved to its newly completed building at 14 West Marion Street, the company briefly maintained the 2 South Lafayette Street storefront and utilized a warehouse at 211 South Trade Street and a workshop at 109 Dale Street.<sup>26</sup>

W. H. Hudson left Wray-Hudson Company in the early 1930s and resumed working as a travelling salesman. After World War II, he established Hudson's Department Store, located at 213 South Lafayette Street from 1946 until around 1995. Hudson headed the business until his death in 1950.<sup>27</sup> Wray renamed his concern A. V. Wray and 6 Sons and remodeled the storefront at 4 South Lafayette Street, expanding into the north building's south storefront (6 South Lafayette Street) by 1937. That year, five of his sons—A. V. Jr., Charles, George, Harvey, and Lee—his daughter Sarah's husband, Robert Roland Rabon, known as "Buck," and Harvey's wife Evelyn were actively involved in the business. Stough, however, was a justice of the peace and real estate agent. After Sterchi's vacated 2 South Lafayette Street in 1939, A. V. Wray and 6 Sons removed the central wall between the two stores and utilized the north building's entire first floor (2-6 South Lafayette Street). Following A. V. Wray Sr.'s March 31, 1940 retirement, Harvey became the general manager, Lee headed the boys' department, Charles and Stough oversaw the men's department, and Irma Grayson managed the children's department. The concern employed around fifteen clerks as well as additional assistants on weekends and as needed seasonally. Buck managed the shoe department, which stocked as many as seven thousand pairs of shoes and was said to have the most extensive selection between Asheville and Charlotte. George was a Security Life and Trust Company agent by 1942, when A. V. Jr. died. A. V. Wray Sr. passed away in April 1943. Stough, Harvey, and Charles enlisted in the military during World War II and returned to the family business following their January 1946 discharge.<sup>28</sup>

---

<sup>24</sup> "Brabble Leases Central Hotel Here," *CS*, August 4, 1925; "Charles Hotel the City's Largest," *SDS*, Cleveland County Centennial edition, August 1940.

<sup>25</sup> Knoxville entrepreneurs and brothers E. H., J. C., and J. G. Sterchi, the grandsons of Swiss immigrants, established Sterchi Brothers Furniture Company in 1888. The concern expanded in 1896 through the acquisition of furniture purveyor King, Oates, and Company and supplied product to retailers as well as directly to consumers through catalog sales. Sterchi Brothers' Knoxville headquarters operated from a five-story edifice called the Emporium after an 1897 fire destroyed its Gay Street building. The company opened stores throughout the southeast during the twentieth century's first decades. J. G. Sterchi reorganized the firm's holdings as Sterchi Brothers Corporation in 1928. He then orchestrated a March 1929 merger that consolidated the management of two factories and forty-one stores in eight Southern states to create Sterchi Brothers Stores, Inc. Newspapers claimed that the Knoxville-based concern was then the world's largest furniture chain. The company exported goods to clients in Mexico, Brazil, and Argentina. Ann K. Bennett and Pamela Dishongh, "Stratford," (Sterchi Mansion), National Register of Historic Places nomination, 2009; "Sterchi Interests to Combine," *New York Times*, March 15, 1929; "Sterchi Brothers Stores," *New York Times*, March 18, 1929.

<sup>26</sup> Charles W. Miller, *Miller's Shelby, N. C. City Directory* (Asheville: Southern Directory Company, 1939), 108; "Sterchi Brothers, Inc.," *Kings Mountain Herald*, August 8, 1935, p. 6; "Sterchi Has Full Time Man Here," *Kings Mountain Herald*, September 3, 1936, p. 1; "Sterchi's," *Kings Mountain Herald*, December 10, 1936, p. 2

<sup>27</sup> *Miller's Shelby, N. C. City Directories*, 1937-1963.

<sup>28</sup> A. V. Wray and 6 Sons incorporated in 1956. "Wray's Store Long in City," *SDS*, Cleveland County Centennial edition, August 1940; *Miller's Shelby, N. C. City Directories*, 1941-1949; North Carolina Secretary of State, "A. V. Wray & 6 Sons,

J. B. Lewis operated Health Center Bowling Alley in the basement beneath A. V. Wray and 6 Sons from circa 1941 until 1945, when the venue became known as Shelby Bowling Alley, owned by Spurgeon C. Hewitt and managed by Peter F. Grigg. Joe L. Carter opened Carter's, a women's wear store, in 6 South Lafayette Street around 1943 and remained until Barnett's Jewelers, managed by John M. Lowe, occupied the space around 1947.<sup>29</sup>

The south building's exterior appearance remained much the same for almost forty years, although the pent roof had been removed by 1950. Neon "Hotel Charles" signs projected from the east elevation above the southernmost third-story window and the south elevation's upper west corner. Neon signage also topped the south entrance canopy.<sup>30</sup> Cleveland Drug Store occupied the north storefront (10 South Lafayette Street) through late February 1961. On February 25, as the concern began moving to its new location at 113 West Warren Street, a fire in the drug store's basement and first floor destroyed inventory and interior fixtures. Smoke permeated the entire building, but the fire did not spread.<sup>31</sup>

First National Bank incorporated 10 South Lafayette Street into the bank's customer service area in 1961 conjunction with its remodeling of the rest of the south building's first floor and the basement planned by Architects Associated. Exterior 1961 modifications included sheathing the east elevation's first story and the south elevation's east bays with large square marble panels. This change resulted in window enclosure on the south elevation. The east storefronts were replaced with a central aluminum-framed plate-glass storefront capped with a ribbed-aluminum-panel transom. Two large multipane aluminum-framed windows with matching transoms flanked the entrance. The interior was updated with aluminum-framed office curtain walls, dropped acoustical-tile ceilings, fluorescent lighting, and commercial-grade carpeting.<sup>32</sup>

The Hotel Charles occupied the south building's upper floors and rear wing until 1967, catering to travelers as well as hosting myriad events and operating a coffee shop and a restaurant. The Civitan, Kiwanis, Lions, and Rotary Clubs held meetings in the hotel dining room.<sup>33</sup> First National Bank assumed control of the entire property after the hotel closed.

A. V. Wray and 6 Sons became known as Wray's in the late 1960s and refreshed the north building's façade with metal-panel sheathing and a flat-roofed metal storefront canopy. The company utilized the north building's upper floors by that time. The concern expanded its workforce and geographic footprint in the 1970s, opening stores in Forest City's Tri-City Mall in 1971 and in Gastonia's Akers Shopping Center in 1976. Wray's then had more than 115 employees and sixty-thousand square feet of retail space. A few Wray family members were still involved with the business. Stough Wray remained the company's president and Harvey Wray was on the board of directors.<sup>34</sup>

Wray's occupied the north building until 1998, when First National Bank executed an extensive renovation

---

Inc.," <https://www.sosnc.gov/> (accessed in December 2018); U. L. Patterson and Barry E. Hambricht. *Shelby* (Charleston: Arcadia Publishing, 2007), 37.

<sup>29</sup> *Miller's Shelby, N. C. City Directories, 1941-1949.*

<sup>30</sup> Circa 1950 photograph from the Lloyd Hamrick Collection in Patterson and Hambricht, *First National Bank*, 41.

<sup>31</sup> *Miller's Shelby, North Carolina City Directory, 1957-1958*, 424; "First National Bank Plans Major Remodeling Project," *SDS*, January 26, 1961, pp. 1 and 12; "Night Fire Strikes Drug Firm; Heavy Damage Noted," *SDS*, February 25, 1961, pp. 1 and 2.

<sup>32</sup> "First National Bank Plans Major Remodeling Project;" "First National Bank's History Deeply Rooted," *SDS*, October 1969, p. 6B; circa 1970s photograph in Patterson and Hambricht, *First National Bank*, 58.

<sup>33</sup> *Miller's Shelby, North Carolina City Directory, 1963-1964*, 498, 533.

<sup>34</sup> "Wray's: Dressing Carolinians Since 1911," *SDS*, May 1976, p. 14F.

of both buildings planned by Holland and Hamrick Architects, P. A. Some of the 1960s changes were reversed at that time. The 1961 marble sheathing was removed from the south elevation, replaced in kind on the east elevation, and emulated on the north building's storefront. Vinyl sash were installed in the uncovered south elevation window openings. Faux-running-bond-brick stucco, a vinyl cornice, and two granite courses were added to the upper two stories of the south building's east elevation in an attempt to unify the façades of the two buildings. The upper two stories of the north building's 1911 façade, which had been covered by 1960s metal-screen panels, were restored. Interior updates included remodeling the bank offices in the south building's basement, first, and second floors.

Arkansas-based Bank of the Ozarks acquired First National Bank and its assets in 2013 and maintained a branch and office in the building. Bank of the Ozarks became Bank OZK in July 2018. The first floor of the south building's rear wing is vacant. Some of the former hotel rooms in the upper two floors are leased to small businesses, but most are empty. A developer has expressed interest in purchasing the rear wing and the upper floors. Bank OZK would retain the first floor's east section and the portion of the basement beneath it.

### **National Register of Historic Places and Survey Status**

The Blanton and Wray Buildings contribute to the significance of the National Register-listed Central Shelby Historic District, listed in the National Register of Historic Places on June 23, 1983. The intact collection of edifices erected from the late nineteenth to the mid-twentieth centuries is representative of the county seat's growth and expansion during that period. The buildings occupy a prominent site on the courthouse square and are similar to the neighboring commercial buildings in setback, materials, scale, style, form, and construction.

The buildings were inventoried during the Cleveland County architecture survey undertaken by historian Brian R. Eades in 1998, and featured in his 2003 publication *Architectural Perspectives of Cleveland County, North Carolina*.

### **Local Historic Landmark Eligibility Evaluation**

- \* The Blanton and Wray Buildings are **eligible** for local historic landmark designation due to their significance in the area of commerce. *In order to possess such significance, a property must retain integrity and must be associated with a specific event marking an important moment in American pre-history or history or a pattern of events or historic trend that made a significant contribution to the development of a community, a state, or the nation. Furthermore, a property must have existed at the time and be documented to be associated with the events. Finally, a property's specific association must be important as well.* The buildings are commercially important as they housed businesses that contributed to Shelby's economic vitality for over a century. First National Bank served as one of the community's primary financial institution for decades, suppling critical services that bolstered growth and development. The Central Hotel and Hotel Charles accommodated countless travelers and area residents for conferences, meetings, parties, dances, weddings, and other events. Wray-Nix Company and its successor firms provided a wide clothing selection for almost ninety years.
- \* The buildings are **not eligible** for local historic landmark designation in association with a person. *In order to possess such significance, it would have to retain integrity and 1) be associated with the lives of persons significant in our past, i.e. individuals whose activities are demonstrably important within a local, state or national historic context; 2) be normally associated with a person's productive life, reflecting the time period when he/she achieved significance, and 3) should be compared to other associated properties to*

identify those that best represent the person's historic contributions. Furthermore, a property is not eligible if its only justification for significance is that it was owned or used by a person who is or was a member of an identifiable profession, class, or social or ethnic group. Although many prominent community leaders were associated with the property, the buildings are not most closely associated with a single individual's achievements, which would be required for local historic landmark designation under this area of significance.

\*The Blanton and Wray Buildings are eligible for local historic landmark designation due to their architectural significance. *In order to qualify, it must retain integrity and either 1) embody distinctive characteristics of a type, period, or method of construction; 2) represent the work of a master; 3) possess high artistic value; or 4) represent a significant and distinguishable entity whose components lack individual distinction.* The interconnected Blanton and Wray Buildings at 102 and 106 South Lafayette Street and 108 West Warren Street possess the requisite integrity and significance for local historic landmark designation. The remarkably intact upper portion of the two-story brick Wray Building's sophisticated 1911 Beaux Arts façade manifests Shelby's early-twentieth-century growth and prosperity. Classical embellishment includes a tall, flat, granite-capped parapet punctuated by turned balustrades, a robust denticulated cornice, and smooth-granite courses above the mezzanine windows and the storefront. Slightly projecting granite sills and angled-stretcher-course lintels with granite corner blocks and projecting keystones frame four pairs of second-story windows. Above them, corbelled brick courses border four rectangular panels with crosssetted corners. Two original, square, diamond-pane sash remain with each panel. Granite keystones accent the corbelled brick surrounds of the two intermediary multipane oculi. The architect has not been identified. However, as Central Hotel Company engaged Charlotte architect James M. McMichael to plan the establishment's 1910 remodeling, he may have also rendered drawings for the Wray Building's 1911 update.

The 1911 façade is particularly significant as only a few early 1910s Classical Revival-style commercial buildings constructed in Shelby retain integrity. The J. M. McMichael-designed 1910 north section of the Royster Building at 116 East Warren Street, which encompasses three storefronts, is the most comparable. The two-story edifice, executed in yellow brick with granite accents, features a pedimented central bay that rises above the two flanking sections, deep molded wood cornices, brick pilasters, and granite lintels, sills and pilasters. The late 1940s Art Moderne-style black and pale-green structural-glass-veneer east and west storefronts are intact. The five-storefront South Washington Street addition was erected between 1921 and 1926. The three-story-on-basement 1911 Farmer's Hardware Company Building at 210 South Lafayette Street, which was the city's tallest edifice at the time of its completion, is similar in that cast-stone elements punctuate the yellow brick façade beneath a deep bracketed wood cornice.<sup>35</sup> The storefront comprises a recessed central entrance, tall multi-section plate-glass windows and transoms, and paneled kneewalls. The architect has not been identified.

Although the Blanton Building's façade was altered in 1961 and 1998, 1928 features such as the shaped parapet, stuccoed finish that unifies the rear additions, double-hung multipane wood Palladian first-story windows, the ornamental cast-iron balconies beneath the south elevation's second-story windows, and the flat metal canopy above the south hotel entrance are intact. The hotel's first floor retains the most original interior features. The 1928 configuration comprises a commodious lobby with an office at the southeast corner, a kitchen to the north, and spacious dining rooms to the west. Original elements include plaster walls and ceilings, terrazzo floors, marble baseboards, cast-iron and marble staircases, wood door and window surrounds, built-in furniture, room partitions, and light fixtures. The 1928 upper-floor plan and

---

<sup>35</sup> "New Building," *Cleveland Star*, January 31, 1911, p. 1; "New Quarters," *Cleveland Star*, November 24, 1911, p. 1; Genevieve and Timothy Keller, "Central Shelby Historic District," National Register of Historic Places nomination, 1983.

finishes are most intact in the west wing, which is characterized by tall baseboards, simple chair rails, molded door surrounds, and corridor entrances with single-panel wood inner doors, louvered wood outer doors, brass hardware, and rectangular transoms.

\* The Blanton and Wray Buildings are **not eligible** for local historic landmark designation for their potential to yield information. *In order to possess such significance, it must meet two requirements: 1) the property must have, or have had, information to contribute to our understanding of human history or pre-history, and 2) the information must be considered important.* The structures and site are unlikely to contribute significant information pertaining to building technology or urban archaeology or yield historical documentation not otherwise accessible from other extant resources and written records.

### **Designation Parameters**

Bank OZK is seeking local historic landmark designation for the entire exterior and partial interior in order to recognize the property’s architectural and historical significance. The building envelopes and original character-defining features noted in the local historic landmark eligibility evaluation above should be designated.

### **Boundary Description and Justification**

The proposed local historic landmark designation boundary consists of Cabarrus County tax parcel number 56208882520000 (0.387 acres), as indicated by the red lines on the following aerial view. The parcel encompasses the building footprints and a small portion of the paved parking lot to the east.



2018 aerial from <https://www.google.com/maps>

## **Bibliography**

*Asheville Citizen Times*

*Aurora* (Shelby)

Bennett, Ann K. and Pamela Dishongh. "Stratford," (Sterchi Mansion), National Register of Historic Places nomination, 2009.

*Charlotte News*

Cleveland County Register of Deeds. Deed Books, Cleveland County Administrative Center, Shelby, North Carolina.

*Cleveland Star*

*Cleveland Times*

Eades, Brian R. *Architectural Perspectives of Cleveland County, North Carolina*. Shelby: Cleveland County Architecture Task Force, 2003.

*Greensboro Daily News*

*Gastonia Gazette*

Hartmann, Charles C. Architects' Roster Questionnaire, 1946, AIA Archives, Washington, D. C.

Holland, Roger. Conversations with Heather Fearnbach, June and September 2017.

Keller, Genevieve and Timothy. "Central Shelby Historic District," National Register of Historic Places nomination, 1983.

*Kings Mountain Herald*

*"The Land of the Sky" and Great Smoky Mountains National Park*. Asheville: Great Smoky Mountains Publishing Company, Inc., 1929.

*Lincoln County News*

Miller, Charles W. *Miller's Shelby, N. C. City Directories*. Asheville: Southern Directory Company, 1937-1963.

*Morning Post* (Raleigh)

Morrison, Charles. Conversations with Heather Fearnbach, June and September 2017.

*New Era* (Shelby)

*New York Times*

Blanton and Wray Buildings Local Historic Landmark Designation Report  
Fearnbach History Services, Inc. / January 2019

North Carolina Secretary of State. "A. V. Wray & 6 Sons, Inc.," <https://www.sosnc.gov/> (accessed in December 2008).

Patterson, U. L., and Barry E. Hambright. *First National Bank*. Charleston: Arcadia Publishing, 2004.

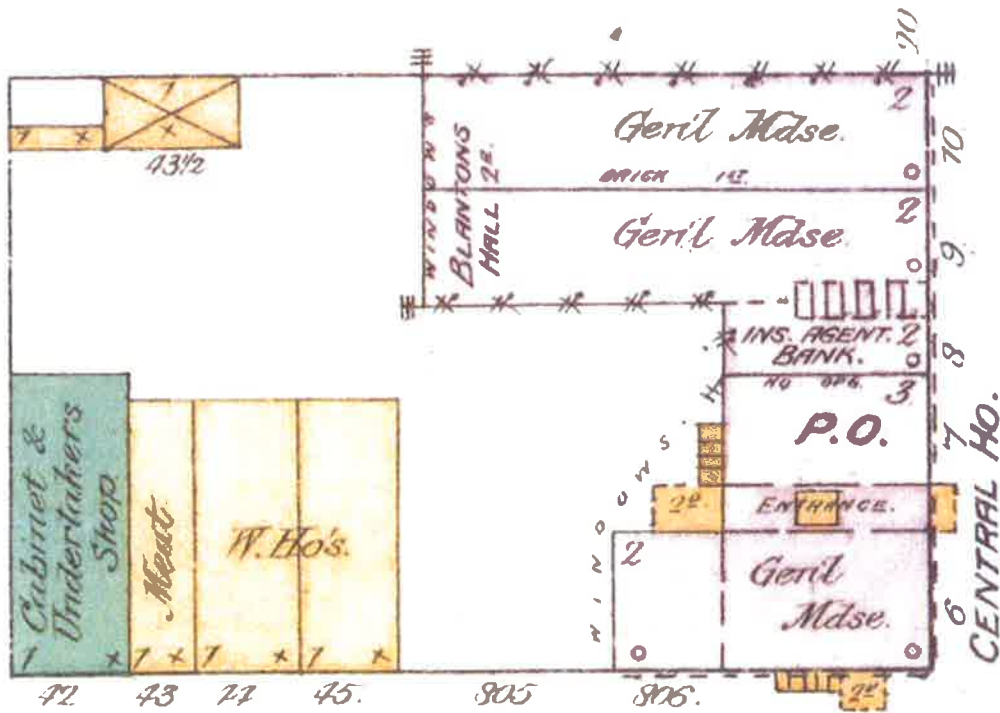
\_\_\_\_\_. *Shelby*. Charleston: Arcadia Publishing, 2007.

Sanborn Map Company. "Shelby, N. C.," July 1885 and 1890, June 1900 and 1905, October 1909, February 1916, March 1921, April 1926, May 1947.

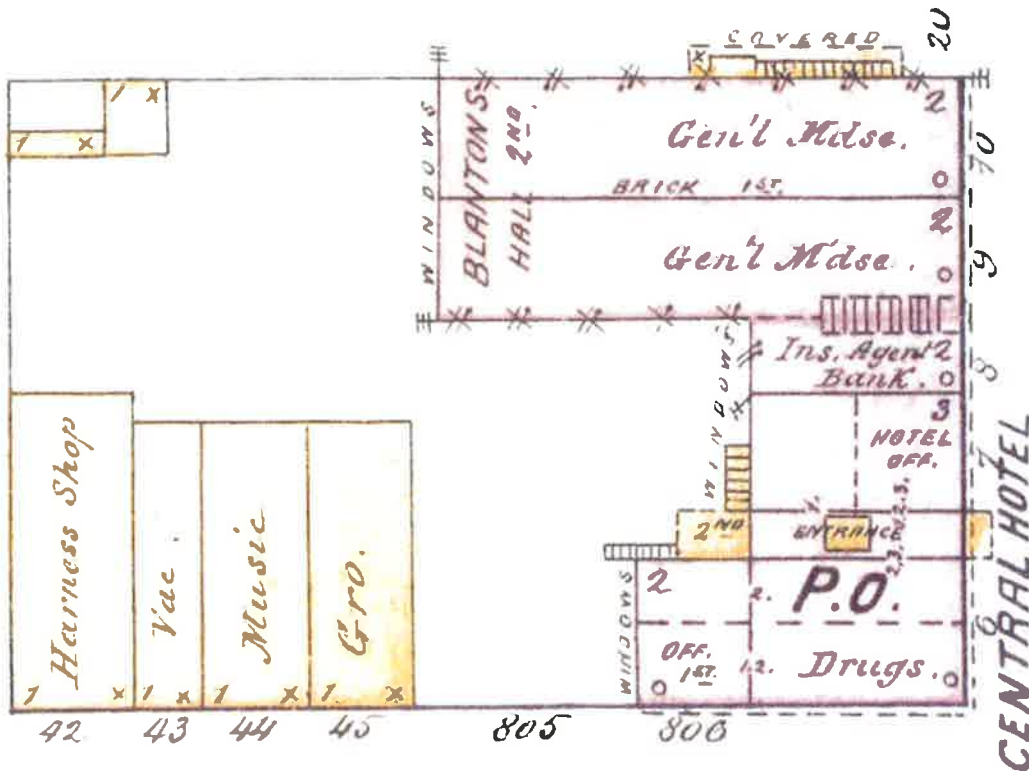
Weathers, Lee B. *The Living Past of Cleveland County*. Spartanburg, S. C.: The Reprint Company, 1980.

Sanborn Maps

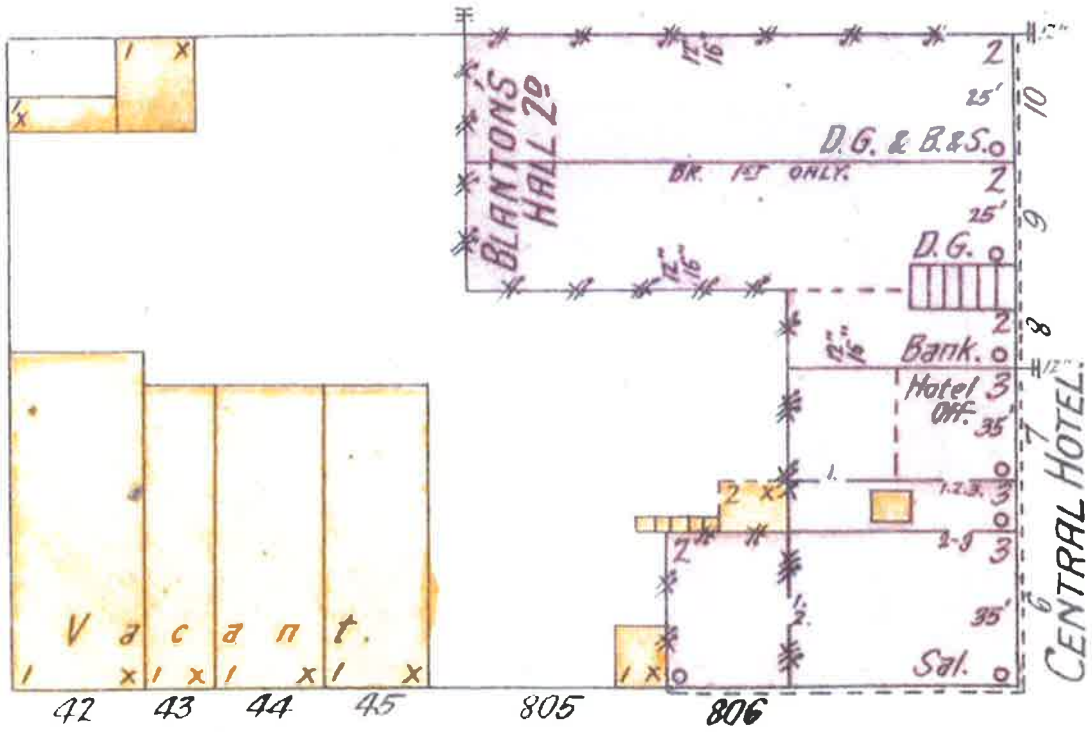
2



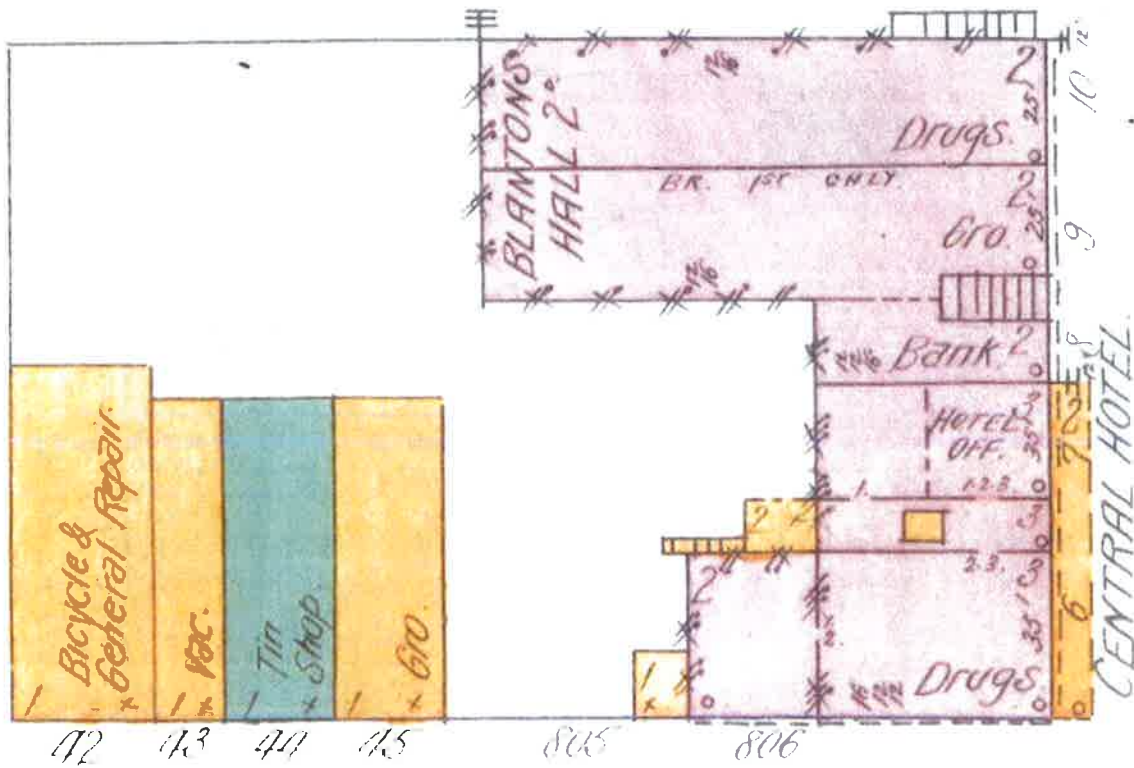
Sanborn Map Company, "Shelby, N. C.," July 1885, Sheet 1 (above) and July 1890, Sheet 1 (below)

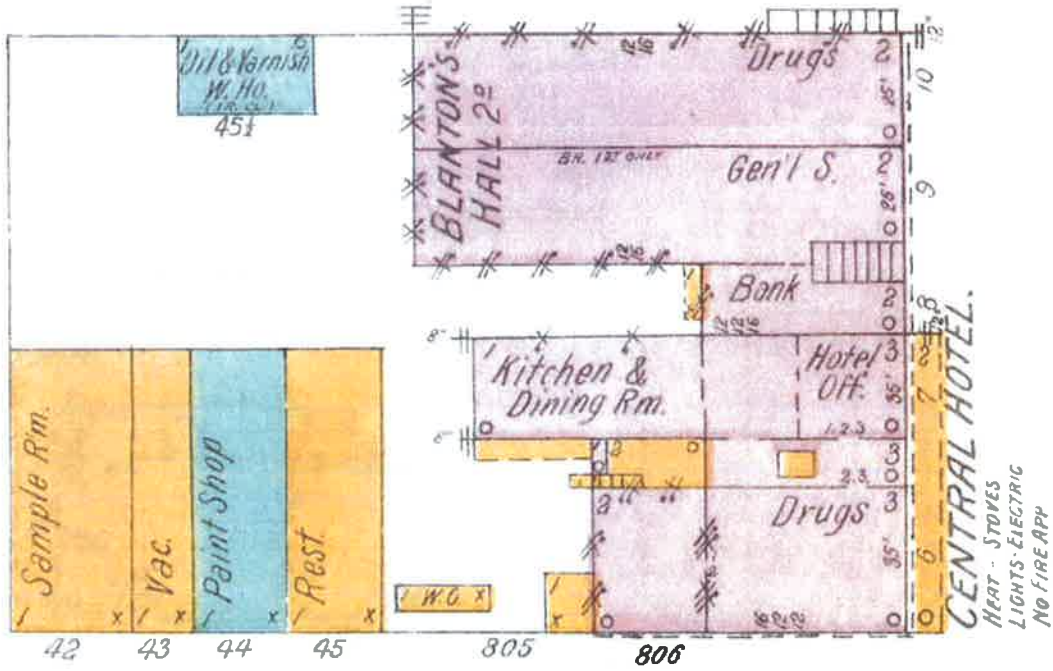




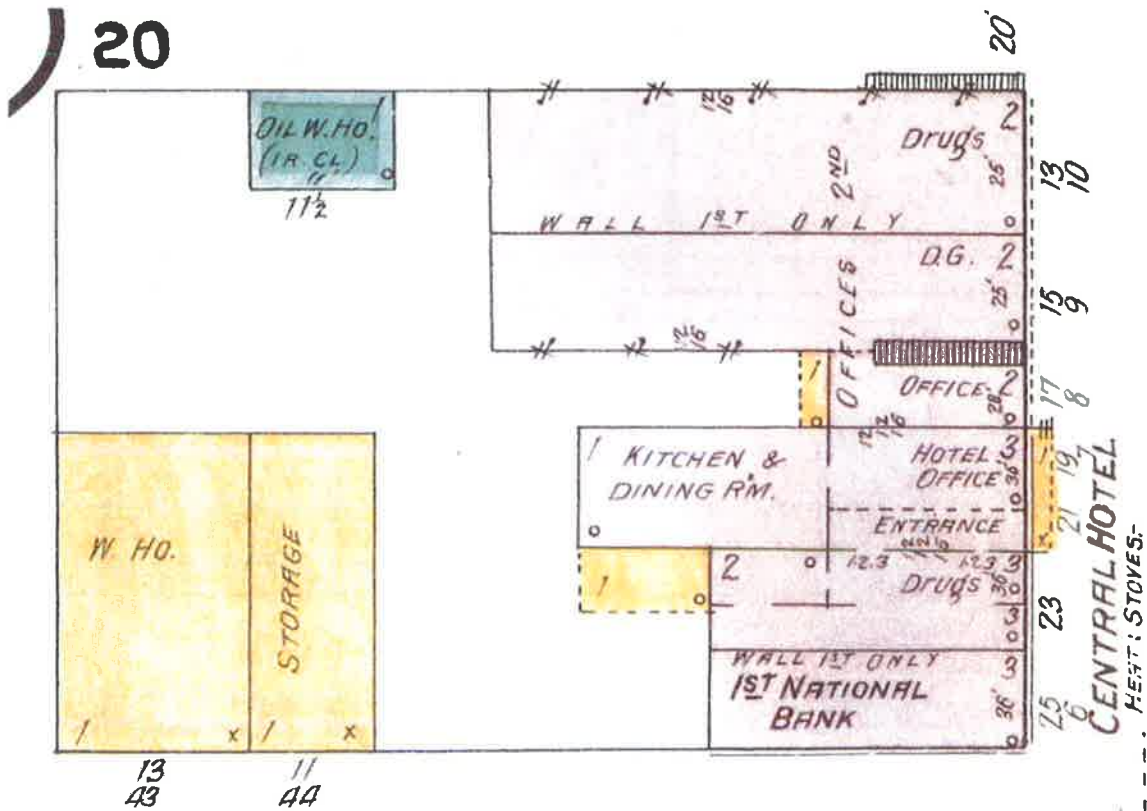


Sanborn Map Company, "Shelby, N. C.," July 1896, Sheet 1 (above) and June 1900, Sheet 1 (below)

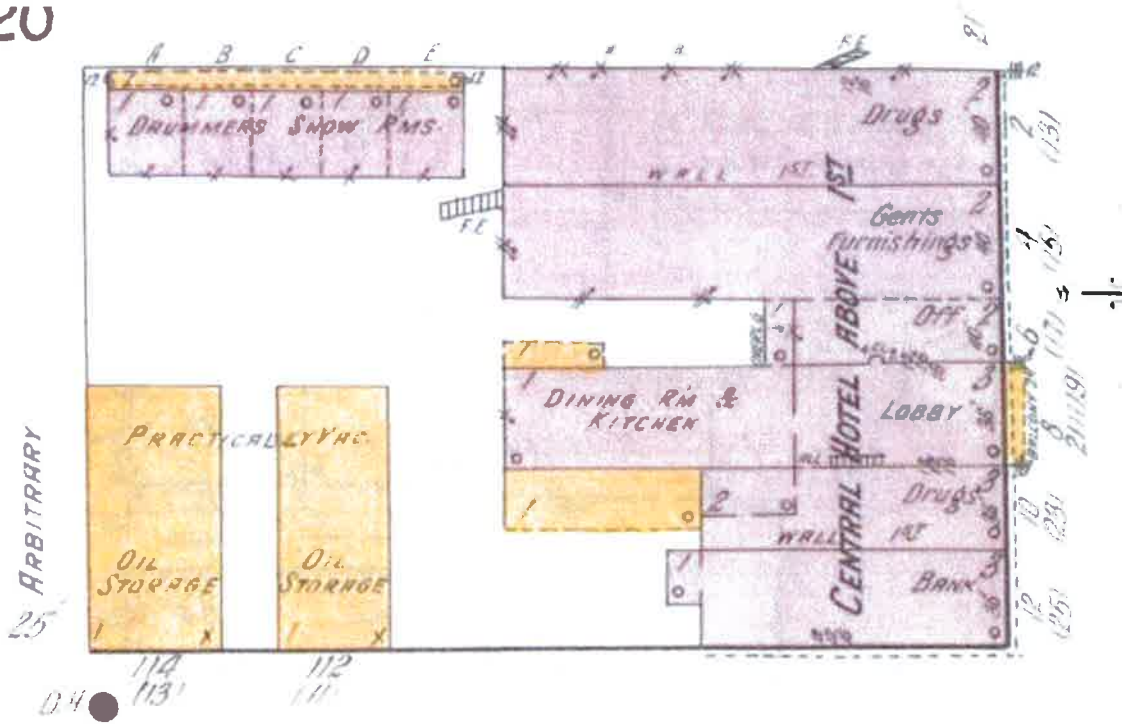




Sanborn Map Company, "Shelby, N. C.," June 1905, Sheet 2 (above) and October 1909, Sheet 5 (below)

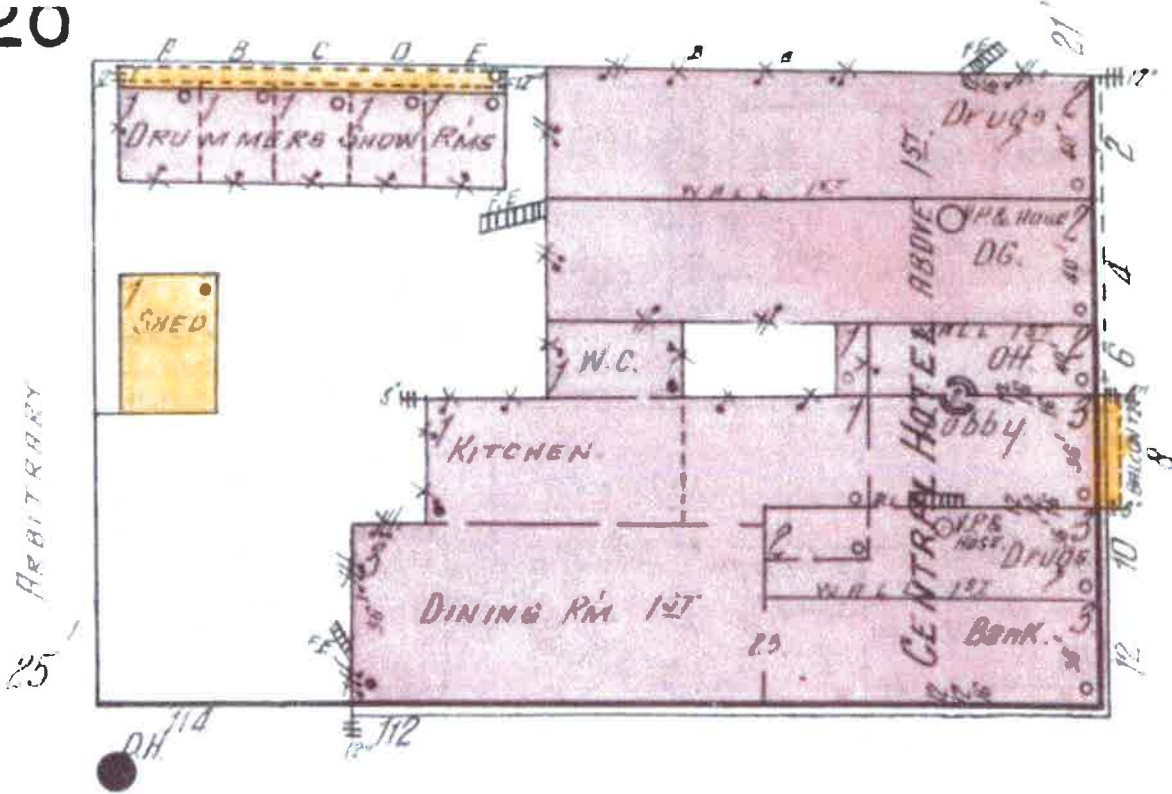


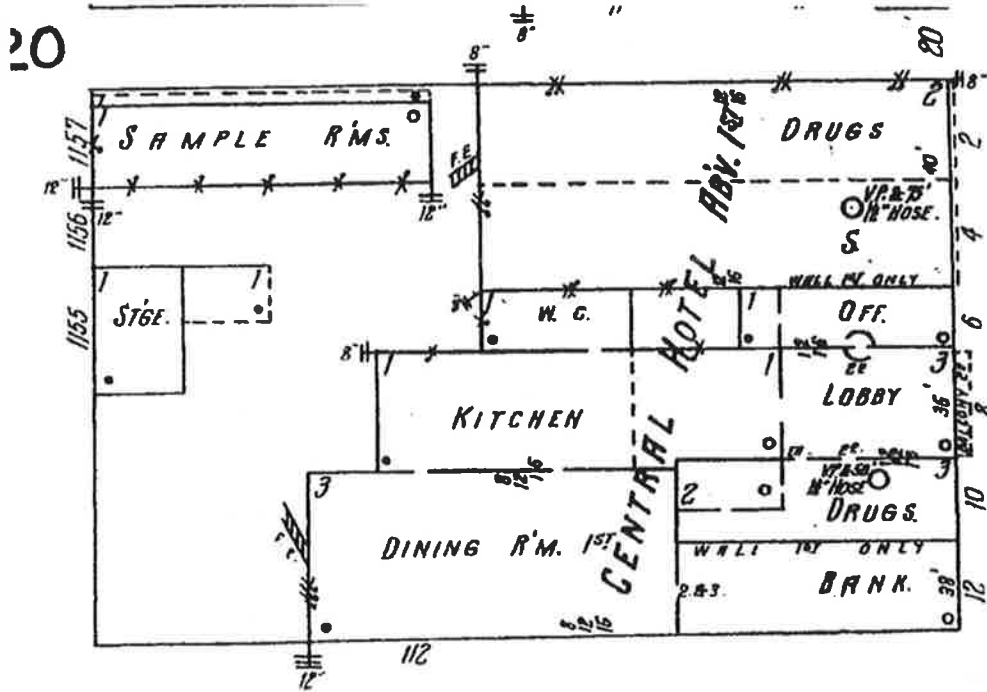
20



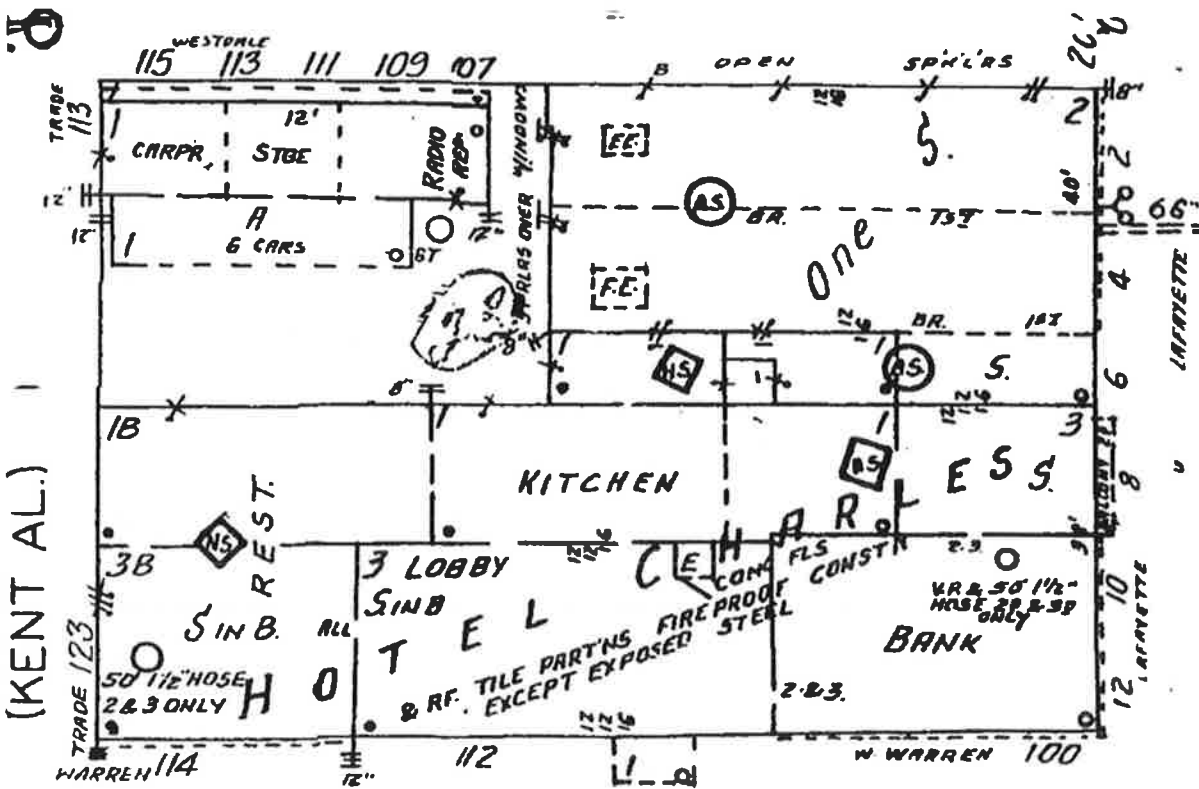
Sanborn Map Company, "Shelby, N. C.," February 1916, Sheet 2 (above) and March 1921, Sheet 2 (below)

20





Sanborn Map Company, "Shelby, N. C.," April 1926, Sheet 3 (above) and April 1926 with May 1947 updates, Sheet 3 (below)



Historic Photographs



FIRST NATIONAL BANK AND CENTRAL HOTEL BUILDING, SHELBY, N. C.

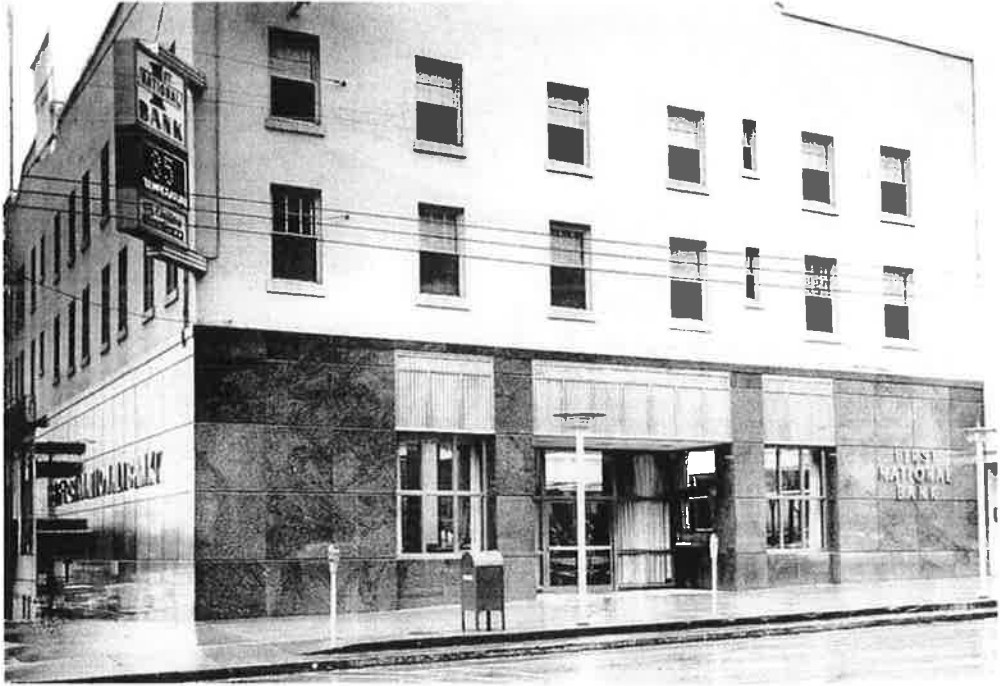
**Blanton Building circa 1900 (above),** courtesy of Betty Rose Heath,  
from *Architectural Perspectives of Cleveland County, North Carolina*, p. 109  
**and circa 1920 (below),** from *First National Bank*, p. 37





**Blanton Building 1930s (above), from *First National Bank*, p. 37 and circa 1950 (below), courtesy of the Lloyd Hamrick Collection, from *Architectural Perspectives of Cleveland County, North Carolina*, p. 108**





**Blanton Building 1970s (above),** from *First National Bank*, p. 58  
**Wray Building, 1940s (below),** courtesy of the Lloyd Hamrick Collection,  
from *Architectural Perspectives of Cleveland County, North Carolina*, p. 33



# “Dressing Carolinians Since 1911”

# Wray's



Above: Located at No. 4 South Lafayette Street across from the Court Square of Downtown Shelby, the original 1911 store was 2,500 square feet on street level only. The original employees pictured left to right are: Falsom Moses, A. V. Wray and F. Stough Wray.

Right: Located at No's 2-6 South Lafayette Street, the present downtown Shelby store occupy's 20,000 square feet on four floors and has two free parking lots at it's rear entrance.

Below: A. V. WRAY AND HIS 6 SONS in the year of 1930. All were active in the business, the youngest being 9 years old. Pictured left to right are: Stough Alexander, Charles William, Harvey Linton, Father "A. V.," Albert Victor, Jr., George Washington and Robert Lee.



Wray's was founded over 65 years ago by the late Albert Victor Wray occupying the first floor center section of the present downtown Shelby store.

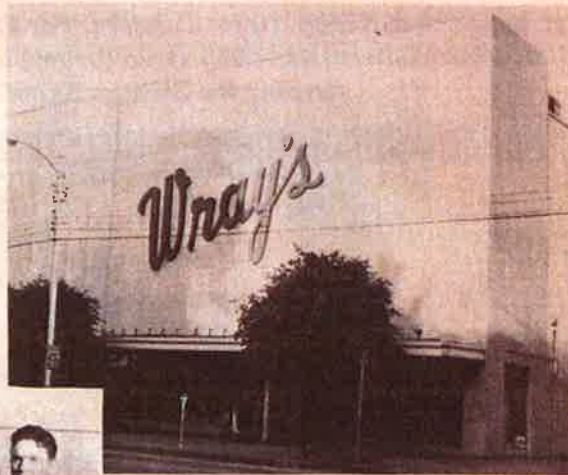
With the basic rights guaranteed this country's citizenry, "A. V." succeeded in developing a retailing reputation for fashion, quality and value.

Utilizing this reputation, the "6 Sons" enjoyed steady growth within this community having increased employment from three to over fifty employees in two Shelby locations. These employees have attained a high degree of professionalism in retailing wearing apparel and footwear, all of which must be nationally famous brand caliber if sold by Wray's.

Expansion outside this community began in 1971 when Wray's established a complete family clothing store at Forest City's Tri-City Mall in Bulbarford County. This facility occupy's 12,000 square feet and increased Wray's employment to over eighty employees.

During the late summer of our country's bicentennial year, Wray's will open its fourth store in Gastonia's Akers Shopping Center. This facility will increase Wray's employment to over 115 employees and total company floor space will reach 60,000 square feet.

Wray's management continues to believe that one man's dream can continue to grow and prosper in an economic system of free enterprise which this country has protected during the past 200 years. May the future generations enjoy this privilege.



Surviving sons are Director Harvey and President Stough, both actively serving you from the downtown Shelby store.

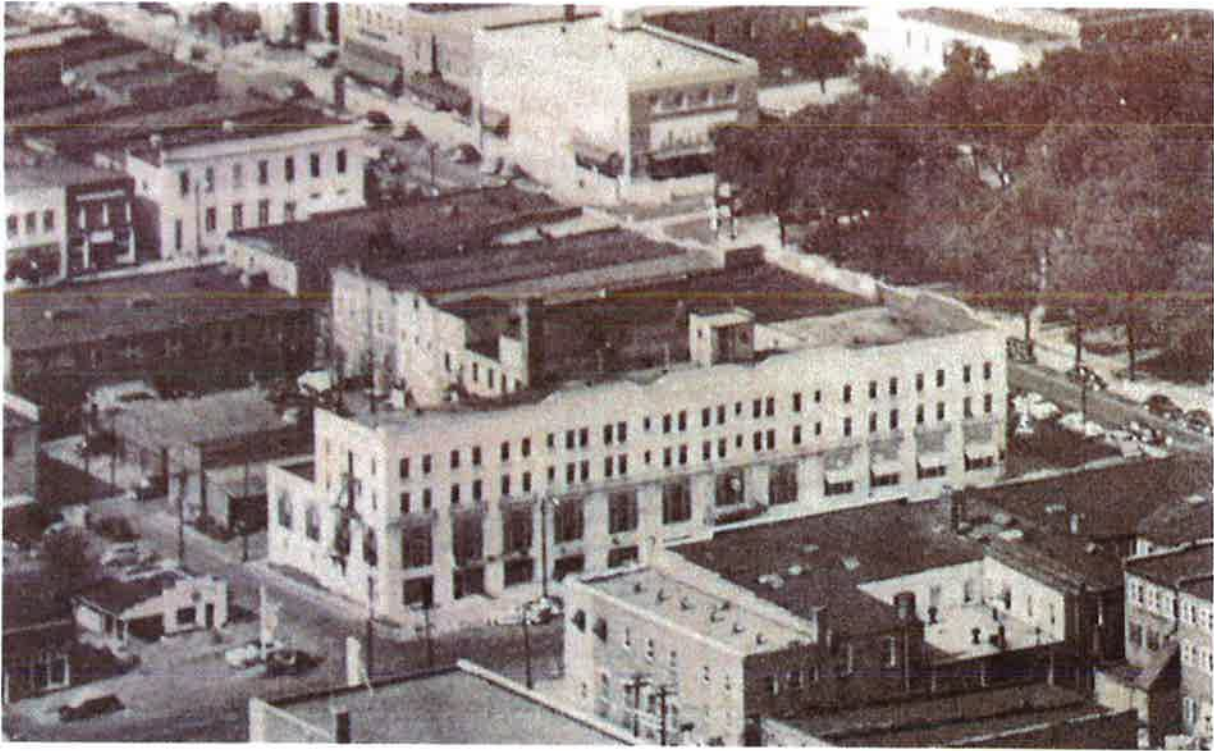
Family wearing apparel and footwear is still Wray's only business. Services available at any location are: expert alterations, credit or lay-a-way, gift or mail wrapping, gift certificates and liberal return or exchange policies that require fully guaranteed merchandise. Total customer satisfaction is the first priority at all Wray's locations below.

**DOWNTOWN SHELBY  
EASTWAY BRANCH, SHELBY  
TRI-CITY MALL, FOREST CITY  
AND OPENING LATE SUMMER IS  
AKERS SHOPPING CENTER, GASTONIA**

**A.V. WRAY & 6 SONS**

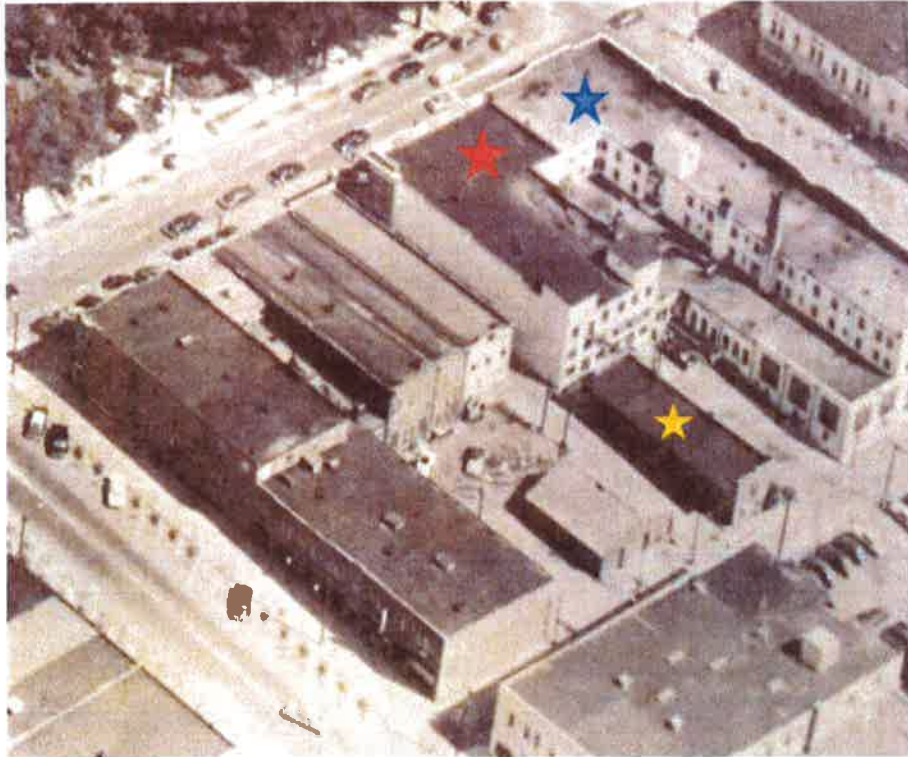
Shelby Daily Star, May 1976, p. 14F





**Rear cover image from *Shelby, North Carolina: For Pleasant Living*, a 1950 Chamber of Commerce brochure (above) and 2018 aerial (below) from <https://www.google.com/maps> showing the Blanton Building's south elevation**

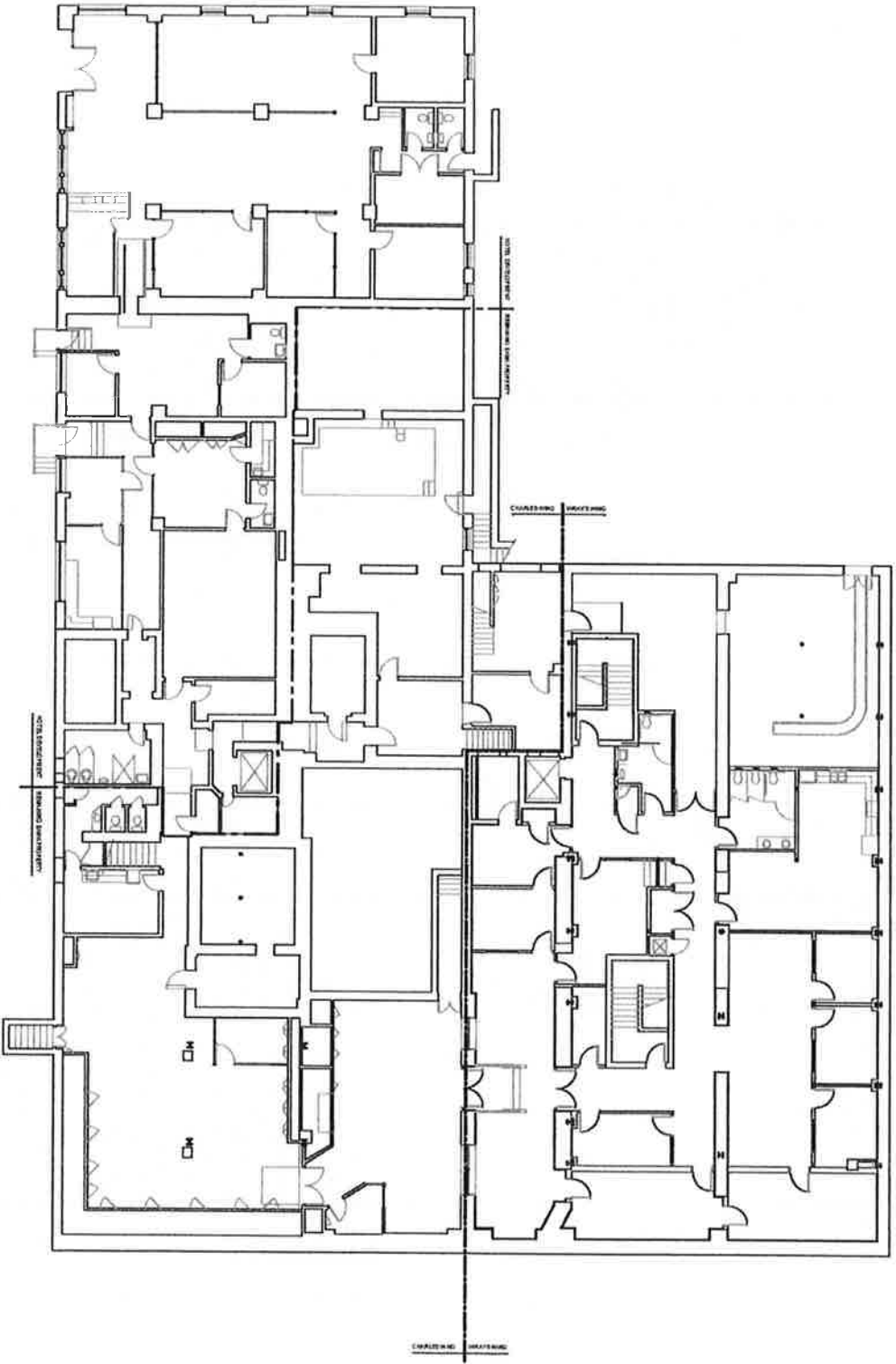




Rear cover image from *Shelby, North Carolina: Facts and Figures*, a 1954 Chamber of Commerce brochure (above) illustrating Wray (red star) and Blanton (blue star) Buildings  
 The one-story brick edifice (yellow star) west of the Wray Building, erected between 1909 and 1916, initially contained “sample rooms,” where traveling salesman marketed their wares.  
 2018 aerial (below) from <https://www.google.com/maps>



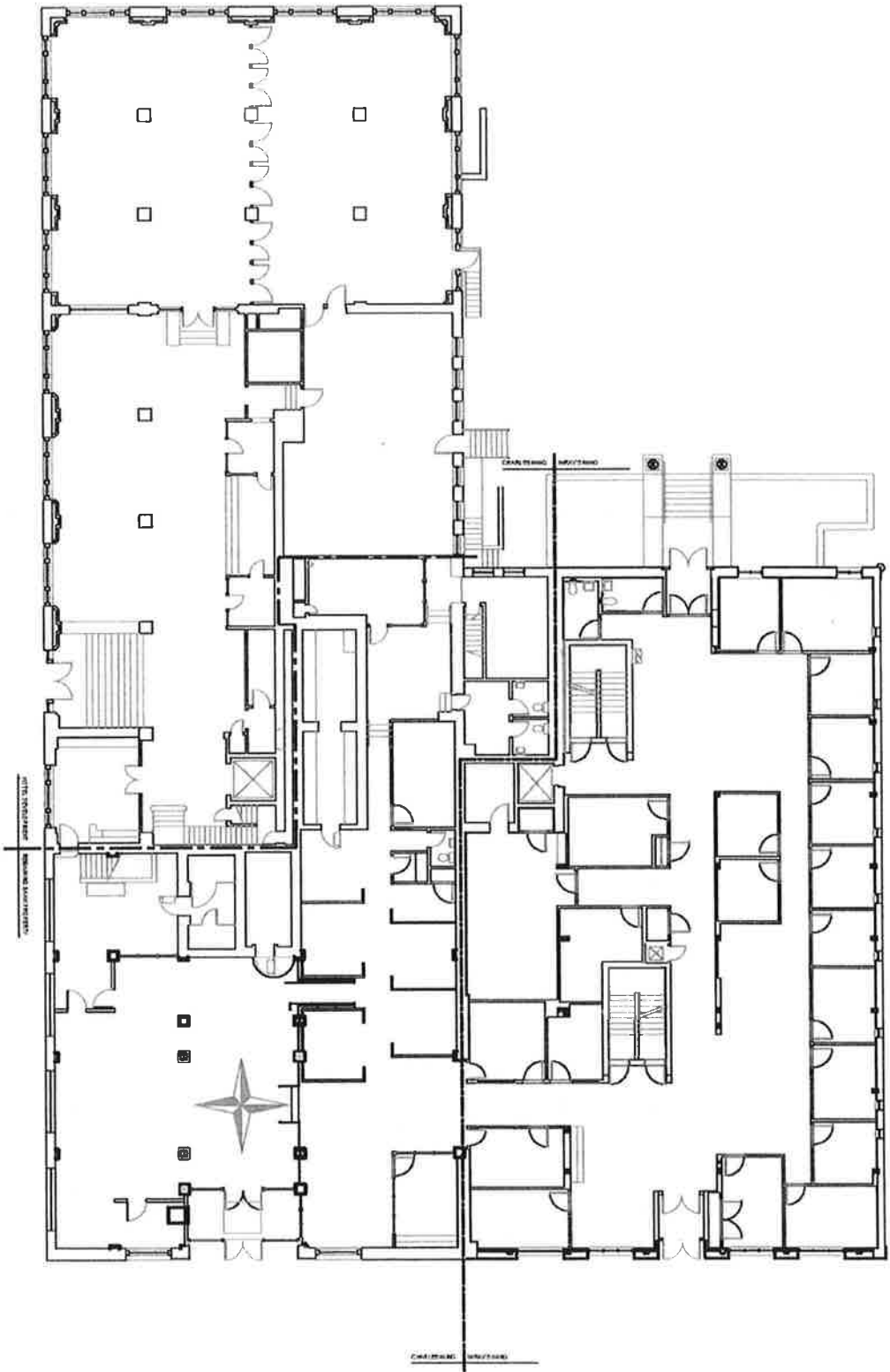
Existing Conditions Floor Plans



**EXISTING BASEMENT FLOOR PLAN**

Floor plan drawn by Holland & Hamrick Architects, P. A., May 2017

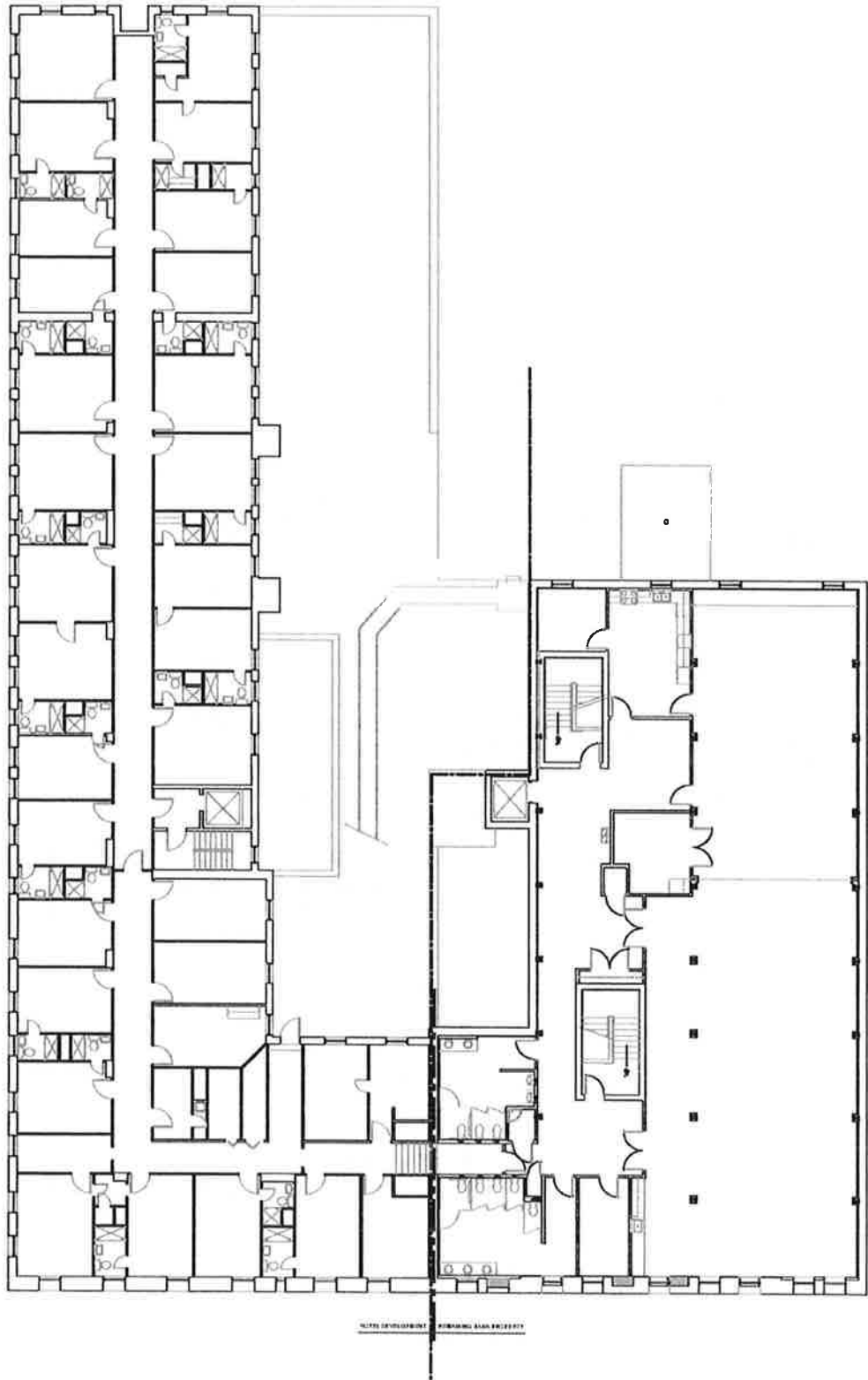
Blanton and Wray Buildings Local Historic Landmark Designation Report  
Fearnbach History Services, Inc. / January 2019



**EXISTING FIRST FLOOR PLAN**

Floor plan drawn by Holland & Hamrick Architects, P. A., May 2017

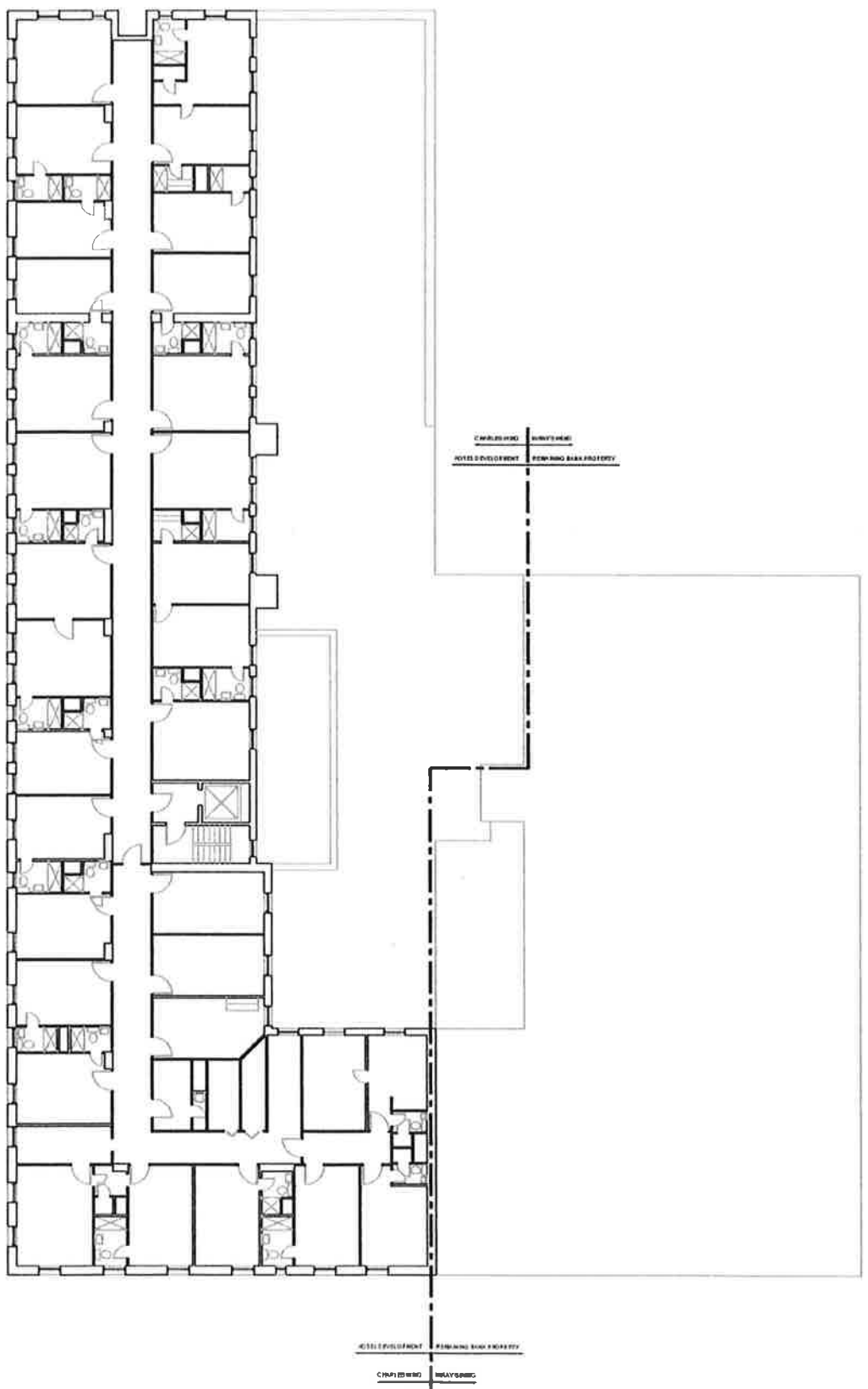
Blanton and Wray Buildings Local Historic Landmark Designation Report  
 Fearnbach History Services, Inc. / January 2019



**EXISTING SECOND FLOOR PLAN**

Floor plan drawn by Holland & Hamrick Architects, P. A., May 2017

Blanton and Wray Buildings Local Historic Landmark Designation Report  
 Feambach History Services, Inc. / January 2019



**EXISTING THIRD FLOOR PLAN**

Floor plan drawn by Holland & Hamrick Architects, P. A., May 2017



# Cleveland County Historic Preservation Commission

Post Office Box 1210, Shelby, North Carolina, 28151-1210  
704.484.4979 Fax 704.484.4930

## LANDMARK DESIGNATION APPLICATION

*The guidelines developed for this application are based on the evaluation process used by the National Register of Historic Places. These principles regarding criteria, category classifications, and integrity have been adapted for local applications.*

### Name of Property

Historic Name:	Blanton and Wray Buildings		
Other Names:	First National Bank, Central Hotel, Hotel Charles		

### Location

Physical Address	102 and 106 South Lafayette Street, 108 West Warren Street		
City / Jurisdiction	Shelby	Parcel	17090

### Ownership

Name	Bank OZK		
Mailing Address	P. O. Box 8811		
City / State / Zip	Little Rock, Arkansas 72231-8811		

### Applicant *(If Other Than Owner)*

Name			
Mailing Address			
City / State / Zip			

### Site Information

Date of Construction	Late nineteenth century		
Major Additions	1906, 1920, 1928		
Exterior Alterations	1961, 1998		
Outbuildings	None		
Architect	Charles C. Hartmann, 1928 renovation and additions		
Builder	Unknown		
Lot Size / Acreage	0.63 acres		
Original Use	Commercial		
Present Use	Commercial		
Deed Book / Page	1662/823, 1662/827		
Tax Value	Land	Building	Total
	\$134,064	\$3,005,407	\$3,139,471

*NE*  
12/19/18

**Classification**

Category (Check One)			
<input checked="" type="checkbox"/> Building	Created principally to shelter any form of human activity, i.e. house, barn, hotel, church, school, theater, stable, etc.		
<input type="checkbox"/> Structure	A term used to distinguish from buildings and made usually for purposes other than creating human shelter, i.e. tunnel, bridge, highway, silo, etc.		
<input type="checkbox"/> Object	A term used to distinguish from buildings and structures that are primarily artistic in nature. Although it may be, by nature or design, movable, an object that is associated with a specific setting or environment, i.e. sculpture, monument, etc.		
<input type="checkbox"/> Site	The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historic, cultural, or archeological value regardless of the value of any existing structure, i.e. battlefield, cemeteries, etc.		
Ownership (Check One)			
	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Public	
Number of Contributing and Non-Contributing Resources on the Property			
<i>A contributing building, structure, object, or site adds to the historic association, historic architectural qualities, or archeological value for which a property is significant because it was present during the period of significance, relates to the documented significance of the property, and possesses historic integrity or is capable of yielding important information about the period.</i>			
	Contributing	Non-Contributing	
Buildings	2		
Structures			
Objects			
Sites			
Documentation			
	<input checked="" type="checkbox"/> County Inventory	<input checked="" type="checkbox"/> Other	
	Primary sources (architectural drawings, historic photographs, newspaper articles, oral history)		
	Contact the Cleveland County Historic Preservation Commission at 704-484-4979 or refer to the published inventory entitled "Architectural Perspectives of Cleveland County", 2003.		
National Register Status			
	<input checked="" type="checkbox"/> Listed	<input type="checkbox"/> Eligible	<input type="checkbox"/> State Study List
	<input type="checkbox"/> Non-Applicable		
	Central Shelby Historic District		
	Contact the State Historic Preservation Office – Survey and Planning Branch to determine National Register status (919-733-6545) or on the web at <a href="http://www.hpo.dcr.state.nc.us/nrlist.htm">www.hpo.dcr.state.nc.us/nrlist.htm</a>		

*me*  
12/19/18



Robin  
Royer  
~~Heater~~

**Abstract**

See attached report.

- Turned Down for Tax Credits for 98 Revolution  
↓  
As it Stands Now
- Plans for New Hotel have been approved for  
tax credits

Look up Land Mark Designation Statute.  
Purpose.

Does Setting Priority Remain a Jurisdiction  
at a meeting

⊗ Next Meeting of HPC is March 6<sup>th</sup>

See Audrey about Tax hit

me  
12/19/18

**Historical Significance**

See attached report.

*PLW*  
12/19/18

**Archifectural Significance**

See attached report.

*rw*  
12/19/18

**Supporting Documentation**

Buildings & Structures - Include **one** (1) photo of all facades and at least **one** (1) photo of all other contributing and non-contributing resources. Also include at least **one** (1) photo that shows the main building or structure within its setting.

Front	See attached report.
Rear	

*Handwritten signature*  
12/19/18

	<b>Historical Photos</b>
	See attached report.

*[Signature]*  
12/19/18

**Maps**

One (1) map clearly indicating the location of the property in relation to the local community.

See attached report.

One (1) map showing the boundaries of the property, survey or tax map is preferred.

See attached report.

*Me*  
12/19/18

<b>Signatures</b>	
Applicant	<u>Bank OZK</u> Date <u>12/19/18</u> I have read the general information on landmark designation provided by the Cleveland County Historic Preservation Commission and affirm that I support landmark designation of the property defined herein.
Owner	<u>[Signature], SVP</u> Date <u>12/19/18</u>
Staff	

**Filing Your Application**

When completed, this application will be reviewed by the Cleveland County Historic Preservation Commission and the State Historic Preservation Office for designation as a local historic landmark. The application will enable the local governing board to review your request.

**Landmark Designation Status**

The owner of a "historic landmark" may apply for a real property tax deferral of 50% of the Ad Valorem taxes on the landmark. This deferral persists as long as the property retains the "historic landmark" status, NCGS 105-278.

A suitable sign may be placed on a "historic landmark" or, if the owner objects, upon a nearby public right-of-way, NCGS 160A-400.5.

The owner of a "historic landmark" must secure a Certificate of Appropriateness from the Cleveland County Historic Preservation Commission before any material alteration, restoration, removal, or demolition of any exterior feature of a landmark may occur. With the owner's written consent or with the previous owner's written consent which has been filed and indexed with the Register of Deeds Office, the Commission may exercise authority over the interior of a landmark, NCGS 160A-400.9.

Demolition of a "historic landmark" also requires a Certificate of Appropriateness. The effective date of the Certificate of Appropriateness for demolition may be delayed for a period of up to 365 days from the date of approval. A Certificate of Appropriateness for the demolition of a landmark may be denied, if the State Historic Preservation Office determines that the landmark has state-wide significance as defined by the criteria of the National Register of Historic Places, NCGS 160A-400.14.

Local governing boards may exercise the power of eminent domain and thereby acquire those "historic landmarks" for which an application has been made for a Certificate of Appropriateness for demolition, NCGS 160A-241 and NCGS 40A-3(b)(8).

# Staff Report



To: Shelby City Council  
From: Alan Toney, Planner

Date: May 24, 2019  
Meeting: June 3, 2019

---

**OWNER:** Bank OZK

**APPLICANT:** Bank OZK

**LOCATION:** 102 and 106 South Lafayette Street & 108 West Warren Street

**PARCEL ID #s:** 17090

**PRESENT ZONING:** CB

**ANALYSIS:** The owner of the Blanton and Wray Buildings are requesting to designate the exterior and interior of the buildings as Local Landmarks.

This is the current site of Bank OZK and the former site of First National Bank, Hotel Charles, and Wray-Nix Company. The building is located in the Central Shelby Historic District.

According to the NC General Statutes (160A-400.5): No property shall be recommended for designation as a historic landmark unless it is deemed and found by the preservation commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance **and** to possess integrity of design, setting, workmanship, materials, feelings, and/or association.

**STAFF COMMENTS:** The North Carolina State Historic Preservation Office (SHPO) has reviewed the Local Historic Landmark Designation Report per the requirements of NC General Statute 160A-400.6 and has offered their comments on the report. The staff from SHPO states the Blanton and Wray buildings **appear to lack both the special significance and architectural integrity that are necessary for individual landmark designation.** These are important structures in Uptown Shelby, but do not rise to the level of being eligible for landmark designation. The staff report also states that it is unclear how these buildings “rise to the top” to warrant Local Landmark Designation. The City Council must also keep in mind the standard they want to set for Local Landmark Designation in Shelby. Additionally, a downtown consisting of a majority of individually landmarked properties negates the purpose of individual designation.

The Local Historic Landmark Designation Report notes the Blanton and Wray Buildings exterior and interior were remodeled and expanded numerous times in the 20<sup>th</sup> Century and therefore lacks the required integrity due to the changes over time.

The Historic Preservation Commission is recommending approval of the Local Historic Landmark application; however, the Commission refused to acknowledge the staff report and recommendation from SHPO while also disregarding the requirements for possession of integrity. The board acknowledged they were not sure this property met the requirements for Local Historic Landmark status.

While the Historic Preservation Commission is recommending approval, **City of Shelby Staff recommends disapproval of this Local Landmark Designation Application based upon the findings of the Local Historic Landmark Designation Report and the SHPR staff report and based on the Blanton and Wray Buildings lacking the special significance and architectural integrity that are necessary for individual landmark designation.**





**North Carolina Department of Natural and Cultural Resources  
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper  
Secretary Susi H. Hamilton

Office of Archives and History  
Deputy Secretary Kevin Cherry

February 28, 2019

Chris Martin  
Senior Planner  
Cleveland County  
P.O. Box 1210  
Shelby, NC 28150

**RE: Proposed Designation of the Blanton and Wray Buildings, 102-106 South Lafayette Street, Shelby, Cleveland County**

Dear Mr. Martin:

Thank you for the report we received on the proposed designation of the Blanton and Wray Buildings located at 102-106 South Lafayette Street in Shelby. We have reviewed the report and offer the following comments.

The Blanton and Wray Buildings, constructed in the late nineteenth century, originally functioned as two separate commercial buildings. Historic photographs of both properties demonstrate numerous changes to form, functionality, design and materials have occurred to these properties over time. Further, the addition of modern materials, e.g., vinyl replacement windows and the denticulated vinyl cornice have only served to diminish the architectural integrity of both properties. Though the Blanton and Wray Buildings may be important structures in downtown Shelby's commercial district, the report does not offer a defensible argument for their special significance in the areas of architecture and commercial history, particularly within the relevant local contexts. Thus, we do not recommend the commission proceed with the designation of the Blanton and Wray Buildings as they do not appear to possess the integrity and special significance requisite for landmark designation.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance to the local community. Any substantial changes in design, materials, and appearance to the property is subject to the design review procedures of the preservation commission.

We understand the commission wishes to designate certain interior features of the property. However, the report failed to specify which interior features are proposed for designation. The report and designation ordinance must specify which features will be included in the designation and describe the nature of the Commission's design review authority over them to prevent any confusion that may result in the future.

Thank you for the opportunity to comment on the report. Please note, our comments are advisory only and therefore, nonbinding. Once the governing board has received a recommendation from the Cleveland

County Historic Preservation Commission, it should proceed in the same manner as would otherwise be required for an amendment to the zoning ordinance. Once the decision has been made, please return a completed copy of the enclosed form to our office.

This letter serves as our comments on the proposed designation of the Blanton and Wray Buildings. Please contact me at 919-814-6575 should you have any questions about our comments.

Sincerely,

A handwritten signature in blue ink that reads "Amber E. Stimpson". The signature is fluid and cursive, with a large loop at the end of the last name.

Amber E. Stimpson  
Local Preservation Commissions / CLG Coordinator

CC: Commission Chair

Enclosure

Good morning Chris-

Attached is a copy of a letter written in response to the proposed designation of Blanton and Wray Buildings. Two paper copies of this letter will be sent to you via US Postal Service mail this afternoon. One copy is intended for you and the other copy is for the Commission Chairman. Also attached is a copy of the designation confirmation form for the property, should the Historic Preservation Commission recommend approval of the designation and the City of Shelby ultimately designate the property a Local Landmark. A paper copy of this form will be enclosed with the letter. In the event that an ordinance is adopted to designate the property, please return a completed copy of the confirmation form to me with the date the ordinance was adopted.

Survey/National Register Specialist Annie McDonald reviewed the report and offers the following comments.

### **STAFF COMMENTS**

The Blanton and Wray Buildings appear to lack both the *special significance* and architectural integrity that are necessary for individual landmark designation. That they are important structures in downtown Shelby is uncontested, yet they do not appear to rise to the level of being eligible for landmark designation. Further, their special significance in the areas of architecture and commercial history are not immediately clear, particularly within the relevant local contexts. Likewise, exterior alterations in the mid-twentieth century and 1998 have introduced a substantial amount of new design elements and new materials. Given the 1960s-era alterations to both buildings, these exterior changes are understandable. However, the following changes have impacted the buildings' integrity and warrant closer scrutiny of their Local Landmark eligibility, particularly within the context of architecture and commercial development in Shelby.

### **SIGNIFICANCE AND ARCHITECTURAL INTEGRITY**

- These were built as two functionally separate buildings at different times. The c. 1998 marble storefront that spans both facades (east elevation), conveys a false sense of history and introduces a new storefront design and material that is unlikely to be even remotely close to or evocative of the original storefront design of either building. In addition, the application of a denticulated cornice made of vinyl to the parapet of the Blanton Building, which mimics that of the Wray Building, further unifies these two historically separate buildings. The same issue applies to the smooth granite beltcourses between the first and second stories and above the third story of the Blanton Building, also added in 1998.
- The second story windows on the façade of the Wray Building are replacement and likely made of vinyl. If they are not vinyl the report should be amended to include this information.
- Original, character-defining features on the exterior of the Wray building include the brick cladding above the first story, window sills and lintels on the second story, the clerestory or mezzanine windows, the cornice, and the balustraded parapet. For the purpose of *individual* Local Landmark designation, it is not immediately clear that these features rise to the level of *special significance* for their Beaux Arts styling. In addition, these features are insufficient to communicate the building's *special significance* as a Beaux Arts commercial building.

- The 1928 alterations to the Blanton Building changed its appearance from wholly Classically derived to a blend of Spanish Colonial Revival-style features and Classical features. Notable Spanish Colonial Revival-style elements included the shaped parapet on the east (façade) and south elevations, the removal of a molded cornice and introduction of pent barrel-tiled roofs supported by paired brackets over some of the third-story windows, and the addition of cast iron balconies beneath the second story windows. Although it occurred in the mid-twentieth century, the loss of the pent barrel-tiled roofs and the addition of the smooth granite beltcourses and vinyl denticulated cornice confuse the building's original/historic architectural design.
- There are numerous modern design features and materials on the façade of the Blanton Building, including the running bond brick veneer, vinyl replacement windows, smooth granite beltcourses, and vinyl denticulated cornice that affect its historic character and architectural integrity.
- The only original/historic features or elements remaining on the façade of the Blanton Building are the general arrangement of window openings on the second and third stories and the shaped parapet.
- On the south elevation of the Blanton Building, all of the vinyl windows on the second and third stories have been replaced with vinyl sash. It is unclear when the stucco was applied to the south elevation, though it appears that this is a finish dating to the late twentieth century, as it appears the stucco covers four square panels in each of the two raised parapet walls that flank the central parapet containing the nameplate. While some of the original/historic wood Palladian windows on the first floor remain on the south elevation of the Blanton Building, vinyl panels have been added to the corners to fill out the rectangular window openings. It is not immediately clear if these vinyl panels replaced historic wood panels, cover historic wood panels, or are infilled in areas that were historically glazed. It is also unclear how many of the historic wood Palladian windows were covered and later reopened, and vinyl replacement units installed.
- The interior of the hotel area is interesting, but it does not appear to rise to the level of being individually Local Landmark-eligible on its own merits. Furthermore, the interior of the bank was completely renovated in 1998, and it is not apparent that any of the interior features are historic.
- While the second floor of the hotel appears to retain some original features, including the double-loaded corridor configuration, plastered walls, wood baseboard, and chair rail, the space appears to have been carpeted with a dropped ceiling and modern lighting installed in the corridors.
- There does not appear to be any information on the interior of the Wray Building. The exterior appears insufficient to merit individual Local Landmark designation for architectural significance nor does it appear to be especially significant in the area of commerce based on its history.

### INTERIOR DESIGNATION

Regarding the “Designation Parameters” on Page 21, it is not clear what interior features are subject to review. To refer simply to the architectural description does not meet the letter of the enabling legislation. Furthermore, were the building to rise to the level of *special significance* for the purpose of Local Landmark designation, the interior description should be more clear to identify what is original/historic and character-defining and what is modern and not character-defining, so that the parameters of interior designation are clear.

### BOUNDARY DESCRIPTION

Finally, the “Boundary Description” on Page 21 refers to Cabarrus County instead of Cleveland County.

### SUMMARY

It is unclear in the report how the history of these buildings “rise to the top” among other commercial buildings downtown to be of sufficient special significance in Shelby to warrant Local Landmark designation (and thus the 50% property tax deferral). We recommend the commission consider the standard they wish to create for evaluating other commercial resources with similar histories (and, arguably, a higher level of architectural integrity) that also may apply for Local Landmark designation. A downtown of individually landmarked properties negates the purpose of individual designation. Instead, Shelby may wish to consider designating a Local Historic District. Although property owners in LHDs will not receive the property tax deferral, that is a benefit that should be reserved for properties that clearly meet the letter of the legislation.

Annie is copied on this email should you have any questions or concerns regarding staff comments.

Best wishes!

### **AMBER E. STIMPSON, MA**

Local Preservation Commission/Certified Local Government Coordinator  
State Historic Preservation Office  
NC Dept. of Natural and Cultural Resources  
919 814 6575  
[amber.stimpson@ncdcr.gov](mailto:amber.stimpson@ncdcr.gov)

109 East Jones Street | 4617 Mail Service Center | Raleigh, North Carolina 27699



**HISTORIC PRESERVATION COMMISSION  
MINUTES FOR SPECIAL MEETING  
Cleveland County Administrative Building – R.L. Alexander Conference Room  
311 East Marion St., Shelby, NC  
April 17, 2019**

<b>Present:</b>	<b>Absent:</b>	<b>Others:</b>
Roger Holland, Chairman	Bob Smith	Chris Martin, Sr. Planner
Robin Brackett	Heather Robbins	Anna Parker, Clerk
Lucas Shires	Ted Alexander	Walt Scharer, City of Shelby
Mot Davis		Alan Toney, City of Shelby
Joel Rountree		Kent Teague, Bank OZK
		Al Ford, Bank OZK

**CALL TO ORDER**

**Chairman Holland** called the meeting to order at 4:04 pm. Quorum was established.

**OATH OF OFFICE**

Joel Rountree was officially sworn in as a Historic Preservation Commission member.

**APPROVAL OF MINUTES**

**Mot Davis** made a motion to approve the 2-6-2019, 11-11-7-2018, 9-26-2018, and 5-2-2018 minutes. Robin Brackett seconded the motion and it unanimously carried.

**BANK OZK: BLANTON/WRAY BUILDING AT 106 & 102 S. LAFAYETTE ST. LANDMARK APPLICATION**

Chris Martin said Local Landmarks must meet two requirements:

1. It must have historical significance- this can be for historical events, people/person, historic character, built by a master architect, or have historic/pre-historic value.
2. It must have integrity- design, setting, workmanship, materials, feeling, and association.

This application is for two adjoining buildings. The one to the north is commonly known as the A. B. Wray Building and the one to the south is the Hotel Charles. The Commission reviewed the pre-liminary application in the Fall and the application has since been submitted to the State Historic Preservation Office (SHPO) for comments. The purpose of today’s hearing is for the Commission to make a recommendation, in this case to the City of Shelby City Council. The Local Landmark designation benefits the property owner with a 50% tax reduction and benefits to the city would be to preserve a building of historic significance.

The SHPO’s comments were that the building lacks integrity due to the changes that have occurred to its structure over time, and it lacks a significant link to a person or event.

**Chairman Holland** asked for comments from the Commission. Mr. Brackett felt that there may have been a popular country song written about a fire at the building in the past. No one was able to confirm the song or time period of the fire.

**Chairman Holland** opened the Public Hearing at 4:14 pm.

**Walt Scharer** at 601 W. Marion St. spoke about his experience. He has been the City of Shelby Planner for fourteen years and has historic experience for 29 years. He is on the Historic Shelby Foundation Board, has been a past president of the Board, and has an interest in preservation. He urged the commission to take the comments from SHPO into consideration about the significance and the integrity of the building.

**Roger Holland** closed the Public Hearing at 4:16 pm as there was no further public comment. The Commission discussed the application.

Robin Brackett said he remembers his grandparents, who owned a store in Casar, were patrons of the bank and he remembers going to the hotel when there was a restaurant there at one time. There have been changes to the outside and the interior of the bank.

Mot Davis said it does have historical value and also remembers the hotel. The ball teams used to stay in the hotel when she was growing up. Robin Brackett said the original vault is still there. Mot Davis said the structure and windows have changed, and the outside has been covered. The trim work has been preserved inside. She sees that the building meets the first criteria for a significant contribution, but has concerns about number two.

The Commission expressed unanimous support of the first criteria for historical significance. The bank and hotel were significant for the community and was important for local businesses (for instance the mills).

Mr. Martin clarified the application is for the exterior and interior features for Landmark status. The report did not specify what parts of the interior are for consideration.

Chairman Holland said there are parts of the interior that have strength and make a good case for integrity. Mot Davis agreed, and said the hotel interior is preserved. Joel Rountree asked if the hotel is being used. Al Ford, a Bank OZK representative, said that yes there are some rooms being leased and some are used for storage, and they remain unchanged.

Lucas Shires stated he is younger and doesn't have the same subjective ties. He can see the historical significance but also has issues with the integrity. Mot Davis asked if the flooring on the bank is original. Al Ford said it isn't- it was done in the 1990's. Mot Davis felt that the

craftmanship on the repairs and renovation have been done well in the style. Mr. Martin stated there were renovations done after the fire. Chairman Holland agreed with the comments; it is hard to distance the personal significance from the requirements of the integrity. Lucas Shires said it feels the same, but it is hard to keep the structure original over time *and* be functional.

Joel Rountree brought up the situation of historic properties being demolished, citing an example of a home in Charlotte. Lucas Shires clarified that a Local Landmark can still be demolished but it must go through extra steps and a certain waiting period. Chairman Holland added that the owners would also lose the tax credit if the building is significantly changed or demolished. He also reminded the Commission that the City of Shelby has the final vote and can over-ride the Commission's recommendation either way.

Joel Roundtree added that this building is an anchor for the court square. Chairman Holland mentioned to the Bank OZK representatives the importance of having an advocate at the City Council Public Hearing, regardless of what the Historic Preservation Commission recommends, since there are some gray areas about the integrity of the building due to the changes.

Kent Teague understands the social and cultural significance of the bank and its history, and it is hard to separate that from the building. Chairman Holland said they are integrated, and it makes it hard. The Commission members remember the bank always being there.

**Lucas Shires** made a motion to recommend the property for approval as a Local Landmark based on: it has special historical significance since it is associated with events that have contributed significantly to our history, and it has aspects of integrity in its design, setting, feeling, and association. Joel Rountree seconded the motion. Mr. Martin asked for clarification in the motion if this is for interior and exterior features. Chairman Holland stated that we don't know what portions are of the interior- 60% to 70% of the building is the hotel which has maintained its integrity over the years, vs. the bank portion that has been modified. Lucas Shires clarified the motion is for the interior and exterior features as presented in the application. The motion carried unanimously.

Chairman Holland pointed out to the Bank OZK representatives that they may have a challenge with the Shelby City Council regarding the integrity. He said the SHPO cares about the core structure of historic sites being preserved and not so concerned about the addition of interior walls that can be modified or removed.

### **2019 HISTORIC SURVEY UPDATE**

Chris Martin said Dan Pezanni is reviewing specific properties now. He walked through one house in particular, the Ford House, with Dan and it had an intact interior design from the 1960's. Mr. Ford contributed materials for Aldersgate, and the architect that designed Aldersgate



also designed this home. One area Mr. Pezonni was looking for assistance in is access to PPG and Celanese.

**ADJOURNMENT**

Being no further business to come before the Commission at this time, the meeting was adjourned at 5:00 pm.

ATTEST:

---

Roger Holland, Chairman

---

Anna Parker, Clerk

**§ 105-278. Historic properties.**

(a) Real property designated as a historic property by a local ordinance adopted pursuant to former G.S. 160A-399.4 or designated as a historic landmark by a local ordinance adopted pursuant to G.S. 160A-400.5 is designated a special class of property under authority of Article V, Sec. 2(2) of the North Carolina Constitution. Property so classified shall be taxed uniformly as a class in each local taxing unit on the basis of fifty percent (50%) of the true value of the property as determined pursuant to G.S. 105-285 and 105-286, or 105-287.

(b) The difference between the taxes due on the basis of fifty percent (50%) of the true value of the property and the taxes that would have been payable in the absence of the classification provided for in subsection (a) shall be a lien on the property of the taxpayer as provided in G.S. 105-355(a). The taxes shall be carried forward in the records of the taxing unit or units as deferred taxes. The deferred taxes for the preceding three fiscal years are due and payable in accordance with G.S. 105-277.1F when the property loses the benefit of this classification as a result of a disqualifying event. A disqualifying event occurs when there is a change in an ordinance designating a historic property or a change in the property, other than by fire or other natural disaster, that causes the property's historical significance to be lost or substantially impaired. In addition to the provisions in G.S. 105-277.1F, no deferred taxes are due and all liens arising under this subsection are extinguished when the property's historical significance is lost or substantially impaired due to fire or other natural disaster. (1977, c. 869, s. 2; 1981, c. 501; 1989, c. 706, s. 3.1; 2005-435, s. 38; 2006-162, s. 28; 2008-35, s. 2.5; 2010-95, s. 17.)

**§ 160A-400.5. Designation of landmarks; adoption of an ordinance; criteria for designation.**

Upon complying with G.S. 160A-400.6, the governing board may adopt and from time to time amend or repeal an ordinance designating one or more historic landmarks. No property shall be recommended for designation as a historic landmark unless it is deemed and found by the preservation commission to be of special significance in terms of its historical, prehistorical, architectural, or cultural importance, and to possess integrity of design, setting, workmanship, materials, feeling and/or association.

The ordinance shall describe each property designated in the ordinance, the name or names of the owner or owners of the property, those elements of the property that are integral to its historical, architectural, or prehistorical value, including the land area of the property so designated, and any other information the governing board deems necessary. For each building, structure, site, area, or object so designated as a historic landmark, the ordinance shall require that the waiting period set forth in this Part be observed prior to its demolition. For each designated landmark, the ordinance may also provide for a suitable sign on the property indicating that the property has been so designated. If the owner consents, the sign shall be placed upon the property. If the owner objects, the sign shall be placed on a nearby public right-of-way. (1989, c. 706, s. 2.)

**ORDINANCE NO. 40-2019**

**A PROPOSED ORDINANCE DESIGNATING A LOCAL HISTORIC LANDMARK  
BANK OZK  
SHELBY, NORTH CAROLINA**

**WHEREAS**, Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes provides for the designation of historic landmarks; and

**WHEREAS**, the City of Shelby designated the Cleveland County Historic Preservation Commission as a joint historic preservation commission on December 21, 2005, having the authority to exercise, within the planning jurisdiction of the City, all the powers and duties given it by the Cleveland County Historic Preservation Ordinance; and

**WHEREAS**, the Shelby City Council has taken into full consideration all statements and information contained in the Bank OZK Landmark Designation Application; and

**WHEREAS**, these Bank OZK properties are a contributing structure in the Central Shelby National Register Historic District adopted on June 23, 1983, and amended on September 14, 2002; and

**WHEREAS**, the North Carolina Department of Cultural Resources – State Historic Preservation Office has reviewed the Bank OZK Landmark Application, in accordance with Chapter 160A, Article 19, Part 3B; and

**WHEREAS**, the Cleveland County Historic Preservation Commission held a public hearing on April 17, 2019, having provided written notice to the applicant and adjoining property owners by first class mail; and

**WHEREAS**, the Shelby City Council held a public hearing on June 3, 2019, having provided written notice to the applicant and adjoining property owners by first class mail.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:**

**Section 1.** The property known as the Blanton & Wray Buildings, owned by Bank OZK, located at Lafayette Street, within the jurisdiction of City of Shelby, North Carolina, is hereby designated as a Local Historic Landmark pursuant to Chapter 160A, Article 19, Part 3C of the North Carolina General Statutes and by local agreement between the City of Shelby and Cleveland County.

**Section 2.** This property is more specifically described as follows: Cleveland County Parcel ID 17090. Beginning at a corner of the stone and concrete building at the intersection of the western right of way of South Lafayette Street and the northern right of way of West Warren Street; thence proceeding along said right of way of West Warren Street with an outside side of the building North 85 degrees 52 minutes 18 seconds West a distance of 204.50 feet to a nail set on the eastern right of way of public alley, also known as South Trade Street; thence proceeding along said right of way of public alley with an outside side of the building South 85 degrees 52minutes 24 seconds East a distance of 204.34 feet to a corner of the stone and concrete building on the western right of way of South Lafayette Street; thence proceeding along said right of way of South Lafayette Street with an outside side of the building South 04 degrees 07 minutes 36 seconds West a distance of 133.90 feet to the Point of Beginning, said tract contains 27372 square feet or 0.63 acres. Reference Deed Book 1662 Page 0827.

**Section 3.** The properties full exterior and partial interior shall be designated a Local Historic Landmark based upon the special significance of the Local Historic Landmarks historical, prehistorical, architectural, or cultural importance, and the possession of integrity of design, setting, workmanship, materials, feeling and/or association.

**Section 4.** The owner of the Local Historic Landmark must secure a Certificate of Appropriateness from the City Council of The City of Shelby before any material alteration, restoration, removal, or demolition of any exterior or interior feature of the Local Historic Landmark may occur.

**Section 5.** The owner of the Local Historic Landmark must secure a Certificate of Appropriateness from the City Council of The City of Shelby before demolition of the Local Historic Landmark. The effective date of the Certificate of Appropriateness for demolition may be delayed for a period of up to 365 days from the date of approval. A Certificate of Appropriateness may be denied, if the State Historic Preservation Office determines that the Local Historic Landmark has statewide significance as defined by the criteria of the National Register of Historic Places.

**Section 6.** A suitable sign may be placed on a Local Historic Landmark or, if the owner objects, upon a nearby public right-of-way.

**Section 7.** This ordinance shall become effective upon its adoption and approval.

**ADOPTED AND APPROVED** this the 3rd day of June, 2019.

---

O. Stanhope Anthony III  
Mayor

ATTEST:

---

Bernadette A. Parduski, NC-CMC, IIMC-MMC  
City Clerk

APPROVED AS TO FORM:

---

Robert W. Yelton  
City Attorney

City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

**C. Consent Agenda:**

*Prior to approval and adoption of the agenda, a Council Member may move an item from the Consent Agenda to the regular agenda. Items remaining on the Consent Agenda will be considered collectively through a single motion, second, and vote.*

**Agenda Item: C-1**

- 1) Approval of the Minutes of the Regular Meeting of May 20, 2019

**Consent Agenda Item: (Bernadette Parduski, City Clerk)**

---

Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Regular Meeting of May 20, 2019

---

City Manager's Recommendation / Comments

**Approve the minutes as presented or as amended by the Mayor and City Council via the Consent Agenda.**

## MINUTES

Regular Meeting  
City Hall Council Chamber

May 20, 2019  
Monday, 6:00 p.m.

**Present:** Mayor O. Stanhope Anthony III, presiding; Council Members Eric B. Hendrick, David W. White, David Causby, Violet Arth Dukes, and Dicky Amaya; City Manager Rick Howell, ICMA-CM, City Attorney Robert W. (Bob) Yelton, Assistant City Manager/Director of Finance Justin S. Merritt, MPA, Assistant Director of Finance Elizabeth B. (Beth) Beam, CPA, Director of Human Resources Deborah C. (Deb) Jolly, Director of Energy Services Julie R. McMurry, Director of Water Resources David W. Hux, Director of Engineering Services Benjamin (Ben) Yarboro, Police Chief Jeffrey H. (Jeff) Ledford, Fire Chief William P. Hunt, MPA, EFO, Director of Public Works Daniel C. (Danny) Darst, Jr., Director of Parks and Recreation Charlie Holtzclaw; and Director of Cable Programming Greg Tillman of Cleveland Community College and The Video Factory

**Absent:** Council Member Charles Webber and City Clerk Bernadette A. Parduski

Mayor Anthony called the meeting to order at 6:00 p.m. and welcomed all who were in attendance. The Mayor gave the invocation and Patty Smith, President of Delta Sigma Theta Sorority, led the *Pledge of Allegiance*.

### A. Approval of agenda:

#### 1) Motion to adopt the proposed agenda

At the request of Mr. Howell, Mayor Anthony added Item J-3 under the Closed Session as follows:

- To consult with the City Attorney in order to preserve the attorney-client privilege in the matter of Willie A. Green, Sr. versus the City of Shelby and Rick Howell pursuant to North Carolina General Statute 143-318.11 (a) (3)

**ACTION TAKEN:** Upon a motion made by Mr. White, City Council voted unanimously to approve the agenda as amended.

### B. Special Presentations:

**1) Delta Sigma Theta Sorority, Inc. – Andrea Leslie-Fite**

As a member of the Delta Sigma Theta Sorority, Inc., Andrea Leslie-Fite gave a presentation about the Shelby Alumnae Chapter which has been serving Cleveland, Rutherford, and Lincoln Counties for over 35 years.

Mrs. Leslie-Fite shared the Sorority's mission statement:

Delta Sigma Theta Sorority, Incorporated is an organization of college educated women committed to the constructive development of its members and to public service with a primary focus on the Black community.

The Sorority was founded in 1913 and incorporated in 1930, with the Shelby Chapter chartered in 1983. The major programs of the Sorority are based upon the organization's Five-Point Programmatic Thrust:

- Economic Development
- Educational Development
- International Awareness and Involvement
- Physical and Mental Health
- Political Awareness and Involvement

Mrs. Leslie-Fite stated all local programs of the Sorority are based upon the organization's Five-Point Programmatic Thrust and include many local activities such as supporting the Cleveland County Library, Habitat for Humanity, Delta GEMS, EMBODI, United Way Day of Caring, United Negro College Fund, Cleveland County Arts Council, etc.

Mrs. Leslie-Fite concluded by expressing the appreciation of the Shelby Alumnae Chapter of Delta Sigma Theta Sorority to Mayor Anthony and Shelby City Council for their commitment to serving the citizens and for the opportunity to participate in Delta Day at the City of Shelby. The Shelby Alumnae Chapter looks forward to continuing to be a community partner, striving to serve.

Council received the information and took no action.

**2) North Carolina Division of Water Infrastructure Asset Inventory and Assessment Grant Final Report – David Hux, Director of Water Resources**

Mr. Hux began his presentation by stating the North Carolina Division of Water Infrastructure (NCDWI) Asset Inventory and Assessment Grants were created in Session Law 2015-241, with changes made to North Carolina General Statutes 159G, to broaden the use of grant funds to encourage water



and wastewater utilities to become more viable and proactive in the management and financing of their systems. These grants are limited to \$150,000 from the Water and Wastewater Reserve to aid local governments in the asset inventory process and also enable municipalities to perform assessments of water and sewer inventory.

Mr. Hux stated City staff believed the grant funds available to North Carolina municipalities were a great opportunity to use funding for outside resources for evaluation and prioritization of improvement activities.

In September 2016, City staff received authorization from City Council to submit a grant application to NCDWI for the Sewer Asset Inventory and Assessment Grant with Resolution No. 49-2016. The City's project application was approved by NCDWI for the full award of \$150,000 while requiring five (5) percent match for the sewer assessment services. The grant agreement was presented to City Council in June 2017 and approved with Resolution No. 47-2017.

Mr. Hux stated the North Carolina's Statewide Water and Wastewater 2017 Infrastructure Master Plan defined a viable system as:

“A viable system is one that functions as a long-term, self-sufficient business enterprise, establishes organizational excellence, and provides appropriate levels of infrastructure maintenance, operation, and reinvestment that allow the utility to provide reliable water services now and in the future.”

Next, Mr. Hux described the Shelby Sewer System as follows:

- 53 percent of the sewer system was installed prior to 1960
- Majority of sewer in “Old City Limits”, within 1.5 mile radius of the Court Square, was installed prior to 1960
- 90 percent of the sewer system is constructed with clay pipe
- Very limited reimbursement prior to 2009
- 191 miles of gravity lines
- 23 miles of force main
- 5,284 manholes
- 148 aerial lines

Mr. Hux discussed the Shelby Sewer System issues as follows:

- Deterioration – cracks, collapses, bad traps and holes
- Deterioration can result in spills and back-ups
- Inflow and infiltration
- Groundwater and stormwater contributions to system

- Hydraulic overloading could occur in outfalls resulting in spills
- Potential reduction of capacity at First Broad Wastewater Treatment Plant

Mr. Hux commented the industry benchmark for sewer overflows is two spills per 100 miles of lines, noting spills exceeded 26 prior to 2009. Overall, the City is trending downward.

Mr. Hux further noted sewer system improvements since 2009:

- Improved cleaning activities
- Flow monitoring and visual evaluation
- Main outfall rehabilitation: Hickory Creek Outfall – Shelby High north to Carolina/Suttle; First Broad River Outfall – Linton Barnette; Hendrick Street outfall
- Lift station and force main improvements: Spruce lift station and Cleveland Mall lift station
- Area improvements – Chestnut Street neighborhood; West Shelby; Uptown Shelby

Mr. Hux stated the City utilized the services of Gavel & Dorn Engineering of Charlotte, North Carolina to help coordinate and summarize the City's sewer assessment activities in conjunction with the AIA grant. As the City indicated in its grant application, City staff chose to concentrate their efforts on a portion of the City that contained the City's oldest sewer infrastructure, commonly referred to the "Old City limits". The work team focused on two areas for this AIA evaluation:

- Belvedere Area – Marion Street south to Kings Road and Kings Road west to Peach Street
- West Shelby – Outfalls from Highway 74 Business south to Optimist Park

Mr. Hux stated Gavel & Dorn utilized the services of a subcontractor to perform sewer system cleaning and to provide closed circuit television (CCTV) inspections of the sewer infrastructure. The work consisted of light cleaning and CCTV of 54,724 feet of sewer and also conducted heavy cleaning of 12,583 of the area evaluated. Additional results of the assessment process included sizing confirmation and Geographic Information System (GIS) mapping updates, located 12 manholes that were buried, and identified 17 line segments under structures.

The CCTV data was reviewed by Gavel & Dorn and manageable project areas and cost estimates were developed for two phased methods of rehabilitation.

The options are:

- Geographic Construction Phasing
- Defect Rating Construction Phasing

Mr. Hux explained Geographic Rehabilitation as phased “neighborhood rehabilitation” consisting of upsizing of 6-inch lines, point repairs, and the eventual lining of the sewer system. The pros – like new sewer; the cons – expensive. Total estimate: Approximately \$4.5 million.

He also explained the Defect Rating Based Rehabilitation which focuses on worst rated sections and includes some upsizing of 6-inch lines, point repairs, and the eventual lining of some sections. The pros – lower costs, worst sections; the cons – multiple projects in same area, potentially higher costs per foot; still have deteriorating sections. Total estimate: Approximately \$3 million.

In conclusion, Mr. Hux stated the CCTV data was reviewed by Gavel & Dorn and manageable project areas and cost estimates were developed and prioritized with various improvement options. City staff will prioritize these recommendations with other evaluation areas and incorporate these into the Capital Improvement Program (CIP) budget as funds are available. Overall, this evaluation allows the City to set the groundwork for better sewer improvement planning and prioritization as major collapses have been repaired by staff and the GIS Mapping System will be updated. The City also anticipates the Water and Sewer Asset Management Plan will be updated in the next one to two years.

The City of Shelby Asset Inventory and Assessment Grant Preliminary Engineering Report of April 2019 prepared by Gavel & Dorn Engineering, PLLC of Charlotte, North Carolina is incorporated herein by reference and made a part of these Minutes.

Council received the information as required by the North Carolina Division of Water Infrastructure.

**C. Public Comment:**

- 1) Dr. Clyde Edgerton who resides at 437 Wayne Drive in Wilmington, North Carolina spoke in support of Willie Green. Dr. Edgerton is a professor at the University of North Carolina at Wilmington and a novelist. He knows and stands with Willie Green who, in his opinion, has detected racism involved in the blocking of his efforts to bring a minority business to Shelby. Dr. Edgerton urged City Council to embrace diversity and accept

moral advice over legal advice and settle the Willie Green lawsuit.

- 2) Reverend Dante Murphy who resides at 356 Pike Creek Road in Burgaw, North Carolina spoke in support of Willie Green. Reverend Murphy stated he read the Green lawsuit against the City of Shelby and City Manager Rick Howell as well as public records and believes racism is involved. In his opinion, no comment by City Council about the Green lawsuit equates to the silence that kills our society. He urged City Council to do the right thing.
- 3) Alex Franks who resides at 2259 Indian Trail in Rock Hill, South Carolina spoke against the demolition of the Chestnut Apartments located at 229 Chestnut Street, Shelby, North Carolina. As the owner of the property, Mr. Franks stated he has an extensive background in real estate and rehabilitation projects such as the Chestnut Apartments. He requested Council's indulgence due to the fact that he has been caring for his father who was terminally ill and recently passed away. Mr. Franks was seeking an opportunity for an extension of 60 days to complete the project.

Mr. Howell advised Council it is their discretion to grant additional time to Mr. Franks.

**D. Public Hearing:**

- 1) Proposed Fiscal Year (FY) 2019-2020 Annual Operating Budget for the City of Shelby

Mr. Howell reminded Council the proposed budget for Fiscal Year (FY) 2019-2020 has been presented, distributed, and made available for public inspection. As required by the North Carolina General Statutes, the public hearing notice has been advertised to allow public comment directly to Council for consideration prior to a formal vote.

Mr. Howell concluded by stating the proposed budget is relatively representative of the status quo, noting:

- The property tax rate will remain unchanged at 52.25 cents (\$0.5225) per one hundred dollars (\$100) valuation of property
- Natural gas, electric, water, and sewer rates will remain unchanged for all City customers
- The implementation of Phase 2 of the approved Compensation and Pay Plan

Mayor Anthony opened the public hearing at 6:41 p.m. and invited comments

from the public.

The public offered no comments and Mayor Anthony closed the public hearing at 6:42 p.m.

- a. Consideration of Fiscal Year (FY) 2019-2020 Budget Ordinance: Ordinance No. 31-2019

**ACTION TAKEN:** Upon a motion made by Mr. Amaya, City Council voted unanimously to approve and adopt Ordinance No. 31-2019 entitled, "FISCAL YEAR (FY) 2019-2020 BUDGET ORDINANCE".

- b. Consideration of Fiscal Year (FY) 2019-2020 Supplemental Budget Ordinance: Ordinance No. 32-2019

**ACTION TAKEN:** Upon a motion made by Mr. White, City Council voted unanimously to approve and adopt Ordinance No. 32-2019 entitled, "FISCAL YEAR (FY) 2019-2020 SUPPLEMENTAL BUDGET ORDINANCE".

**E. Consent Agenda:**

**ACTION TAKEN:** Mayor Anthony presented the consent agenda. Mr. White made a motion to approve the consent agenda, with the exception of Item No. 13. The consent agenda and following items were approved by a vote of 3 (Causby, Arth Dukes, and Amaya) to 2 (Hendrick and White):

- 1) Approval of the Minutes of the Regular Meeting of April 15, 2019
- 2) Approval of the Minutes of the Special Meeting of April 24, 2019
- 3) Approval of the Minutes of the Special Meeting of April 29, 2019
- 4) Approval of a Special Event Permit Application:
  - a. Host City Welcome, requested date: August 14, 2019
- 5) Approval of a reimbursement resolution with regard to installment financings for Fiscal Year 2019-2020: Resolution No. 34-2019
- 6) Approval of a resolution revising the Purchasing Manual of the City of Shelby to provide for an updated purchasing policy and procedures manual: Resolution No. 35-2019

- 7) Adoption of Fiscal Year 2018-2019 Budget Ordinance Amendment No. 8:  
Ordinance No. 33-2019
- 8) Approval of a resolution awarding the bid for relocation of electric lines at  
Marion Street/Peach Street/Cherryville Road intersection: Resolution No.  
36-2019
- 9) Approval of a resolution awarding the bid for reconductor of Electric lines  
in Circuit 10-4 along Trade Street: Resolution No. 37-2019
- 10) Adoption of a budget ordinance amendment for the City of Shelby's  
Marion Street, Peach Street, and Cherryville Road Natural Gas Line  
Relocation Project: Ordinance No. 34-2019
- 11) Adoption of an ordinance authorizing demolition of a dwelling at 413 North  
Washington Street: Ordinance No. 35-2019
- 12) Adoption of an ordinance authorizing demolition of a dwelling at 113 Maple  
Street: Ordinance No. 36-2019
- 13) TABLED FOR FUTURE COUNCIL ACTION BY MRS. ARTH DUKES  
  
Adoption of an ordinance authorizing demolition of a dwelling at 229  
Chestnut Street: Ordinance No. 37-2019
- 14) Adoption of an ordinance authorizing demolition of a dwelling at 229  
Shannonhouse Street: Ordinance No. 38-2019
- 15) Adoption of an ordinance of the City of Shelby, amending Section 30-5 of  
Article I of Chapter 30: Ordinance No. 39-2019
- 16) Approval of a resolution approving the North Carolina Division of  
Aviation Letter of Agreement for Airport Safety/Maintenance Projects for  
the Shelby-Cleveland County Regional Airport: Resolution No. 38-2019
- 17) Approval of a resolution awarding the bid for relocation of natural gas lines  
at Marion Street, Peach Street, and Cherryville Road intersection:  
Resolution No. 39-2019

**END CONSENT AGENDA**

**F. Unfinished Business: None**

**G. New Business: None**

#### **H. City Manager's Report:**

- 1) Mr. Howell updated Council with regard to contract negotiations with Republic Services for curbside recycling. He stated Republic Services' proposal is wholly unacceptable to the City. It may be very difficult to reach agreeable terms and the matter will be brought to Council as future item for discussion purposes.**
- 2) Mr. Howell informed Council the economic development announcement related to "Project Choice" has been delayed. However, a public announcement by the company will be made on May 22, 2019 and Governor Cooper's event will be held at a later date.**
- 3) Mr. Howell provided the following project updates:**
  - Farmville Road elevated water tank associated with the Clearwater Paper Corporation expansion – Completion anticipated by Fall 2019**
  - Water Treatment Plant Improvements Project – Ongoing**
  - Shelby-Cleveland County Regional Airport T-Hangar Project – Moving forward with completion anticipated by Fall 2019**
- 4) Mr. Howell announced the annual memorial service honoring the lives lost in the Uptown fire 40 years ago will be held on May 25, 2019 at 10:30 a.m. at the new Fallen Heroes Memorial within Raper-Roark Park on the corner of South Lafayette Street and East Graham Street.**

#### **I. Council Announcements and Remarks:**

- 1) Mayor Anthony expressed his appreciation to Mr. Howell and City staff for bringing the Fallen Heroes Memorial Project within Raper-Roark Park to fruition and mentioned the dedication of the memorial held in conjunction with the Cleveland County Fallen Heroes Law Enforcement Memorial Service held on May 17, 2019 were a fitting tribute and a place of honor in the community.**

#### **J. Closed Session:**

- 1) To establish or instruct staff concerning the position to be taken by or on behalf of City Council in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease pursuant to North Carolina General Statute 143-318.11 (a) (5)**

- 2) To consult with the City Attorney in order to preserve the attorney-client privilege pursuant to North Carolina General Statute 143-318.11 (a) (3)
- 3) To consult with the City Attorney in order to preserve the attorney-client privilege in the matter of Willie A. Green, Sr. versus the City of Shelby and Rick Howell pursuant to North Carolina General Statute 143-318.11 (a) (3)

**ACTION TAKEN:** Mr. Amaya made a motion to enter into a closed session pursuant to the appropriate North Carolina General Statutes as cited. Mayor Anthony consulted with Mr. Yelton who advised the topic met the statutory requirements for a closed session. The Mayor invited all Council members present along with Mr. Howell and Mr. Yelton to attend. The motion passed unanimously and Council moved into closed session at 7:00 p.m.

Council returned to the regular session at 7:41 p.m.

**K. Adjournment:**

- 1) Motion to adjourn

**ACTION TAKEN:** Upon a motion made by Mr. Amaya, City Council voted unanimously to adjourn the meeting at 7:42 p.m.

Respectfully submitted,

Bernadette A. Parduski, NCCMC, MMC  
City Clerk

O. Stanhope Anthony III  
Mayor

Minutes of May 20, 2019



City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

**Agenda Item: C-2**

2) Approval of Special Event Permit Applications:

- a. Uptown Shelby Sculpture Celebration, requested date: June 8, 2019
- b. Hardin Drive Neighborhood Block Party, requested date: July 27, 2019

**Consent Agenda Item: (Staff Resource, Bernadette A. Parduski, City Clerk)**

---

Summary of Available Information:

- Memorandum dated May 28, 2019 from Bernadette A. Parduski, City Clerk to Rick Howell, City Manager
- Memorandums from Bernadette A. Parduski, City Clerk to Police Chief Jeff Ledford, Fire Chief William Hunt, Fire Marshal Phil Lane, Parks and Recreation Director Charlie Holtzclaw, Public Works Director Danny Darst, Assistant Director Public Works Scott Black, Director of Water Resources David Hux, Director of Engineering Services Ben Yarboro, Director of Energy Services Julie McMurry and Planning Director Walter Scharer
- Special Event Permit Applications

---

City Manager's Recommendation / Comments

**These events are in keeping with special event practices of the City. It is my recommendation that this item be approved by City Council at this time via the Consent Agenda.**

# Memo

**To:** Rick Howell, City Manager  
**From:** Bernadette A. Parduski, City Clerk  
**Date:** May 28, 2019  
**Re:** Special Event Permit Applications

---

## BACKGROUND:

Special Event Permit Applications have been submitted for the following:

- ✓ Uptown Shelby Sculpture Celebration, requested date: June 8, 2019
- ✓ Hardin Drive Neighborhood Block Party, requested date: July 27, 2019

## REVIEW:

All responding City departments have received, reviewed, and approved the referenced applications.

## RECOMMENDATION:

Please place the attached Special Event Permit Applications on the Consent Agenda of June 3, 2019 for Council's review and approval.

## ATTACHMENTS:

- A. Special Event Permit Application packet received May 13, 2019
- B. Special Event Permit Application packet received May 10, 2019

# Memo

**To:** Police Chief Jeff Ledford, Fire Chief William Hunt, Fire Marshal Phil Lane, Parks & Recreation Director Charlie Holtzclaw, Public Works Director Danny Darst, Assistant Director of Public Works Scott Black, Director of Engineering Services Ben Yarboro, Director of Water Resources David Hux, Director of Energy Services Julie McMurry, Electric Superintendent Jeff Freeman, and Planning and Development Services Director Walt Scharer

**From:** Bernadette A. Parduski, City Clerk

**CC:** Rick Howell, City Manager

**Date:** May 15, 2019

**Re:** Special Event Permit Application

All:

Attached you will find a Special Event Permit Application submitted by Tricia Woodland of Uptown Shelby Association as follows:

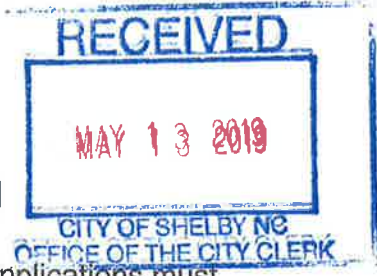
- ✓ Uptown Shelby Sculpture Celebration, requested date: June 8, 2019

Please carefully review the details of this application as it pertains to your department, and let me know of any anticipated problems/objections that you would like to bring to the attention of the City Council. If there are none, please let me know that as well. The event will be considered by City Council at the June 3, 2019 meeting and recommended for approval unless you advise otherwise. If I do not hear from you by May 28, 2019, it will be assumed that you are in agreement with the application as presented.

As always, thanks for your attention and consideration.

Attachment

**CITY OF SHELBY  
SPECIAL EVENT PERMIT APPLICATION**



Each question must be legible and answered clearly and completely. Applications must be filed with the City Clerk not less than thirty (30) days before the date on which the event is to take place. A fee of \$20.00 will be due upon submission of the application form.

**1. EVENT NAME:**

Uptown Shelby Sculpture Celebration

**2. PURPOSE AND BRIEF DESCRIPTION OF EVENT:**

Event on Washington Street to celebrate the installation of the new public Art sculpture.

**3. LOCATION OF EVENT (ATTACH MAP):**

Washington Street between Warren and the Arcey Street entrance.

**4. PLEASE INDICATE:**

Approximately how many people will attend the event? 100 - 150+

Approximately how many vehicles will be present? None

Approximately how many animals will be present? None

If the event is a parade, please indicate the amount of street that will be needed:

Not Parade

Single lane \_\_\_\_\_

All lanes in travel direction \_\_\_\_\_

Whole street \_\_\_\_\_

**5. PLEASE LIST THE FOLLOWING PARTY (IES) RESPONSIBLE FOR THE EVENT:**

Name: Tricia Woodland  
Address: 211 S. Trade Street, Shelby, NC  
Phones: 704-484 3100 704-351-2632  
(Daytime) (Evening)  
twoodland@uptownshelby.com  
E-mail address

Name: Audrey Whetten  
Address: 211 S. Trade Street, Shelby, NC  
Phones: 704-484-3100 704-351-2632  
(Daytime) (Evening)  
awhetten@uptownshelby.com  
E-mail address

**6. PLEASE LIST THE FOLLOWING:**

Requested day(s) and date(s) June 8th, Saturday  
Alternate day(s) and date(s) June 15th, Saturday  
Requested hours of operation, from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM Barricade  
Coned Parking Spaces 8am street closure from 10:30 - 1:30pm

**7. EVENT NOTIFICATION TO RESIDENTS AND BUSINESSES:** As an event planner, you are responsible for notifying the neighbors and businesses in the surrounding area of your event. The City requires notifying as many businesses and residents around the event site as possible as early as possible. Please provide your plan of notification at the time you submit your permit application.

**8. SANITATION:** Please attach your "Plan for Clean-Up." Please check Application Instruction sheet for details.

**11. CITY SERVICES/EQUIPMENT REQUESTED FOR THIS EVENT:**

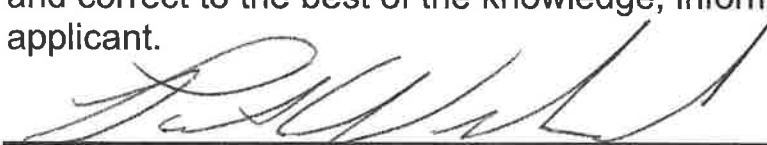
2 sets of street barricades, 10 cones, 2 Trash Cans  
\* Power to nearest Event Panel

**12. ANY ADDITIONAL COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE CITY OF SHELBY IS NOT A CO-SPONSOR OF THE EVENT**

It is understood and agreed that any permit issued pursuant to this application is issued on the condition that the answers herein given are true and correct to the best of the knowledge, information, and belief of the applicant.

  
\_\_\_\_\_  
SIGNATURE

Tricia Woodland 704-484-3100  
\_\_\_\_\_  
APPLICANT PHONE

2115 Trade Street, Shelby, NC 28150  
\_\_\_\_\_  
PHYSICAL ADDRESS

twoodland@uptownshelby.com  
\_\_\_\_\_  
E-MAIL ADDRESS

5/13/19  
\_\_\_\_\_  
DATE

## **Uptown Shelby Sculpture Celebration**

Uptown Shelby Association would like to have a celebration on June 8<sup>th</sup> for the installation of our public art sculpture on Washington Street. The celebration will include a meet and greet of the artist, refreshments, announcements/remarks and time to enjoy the art.

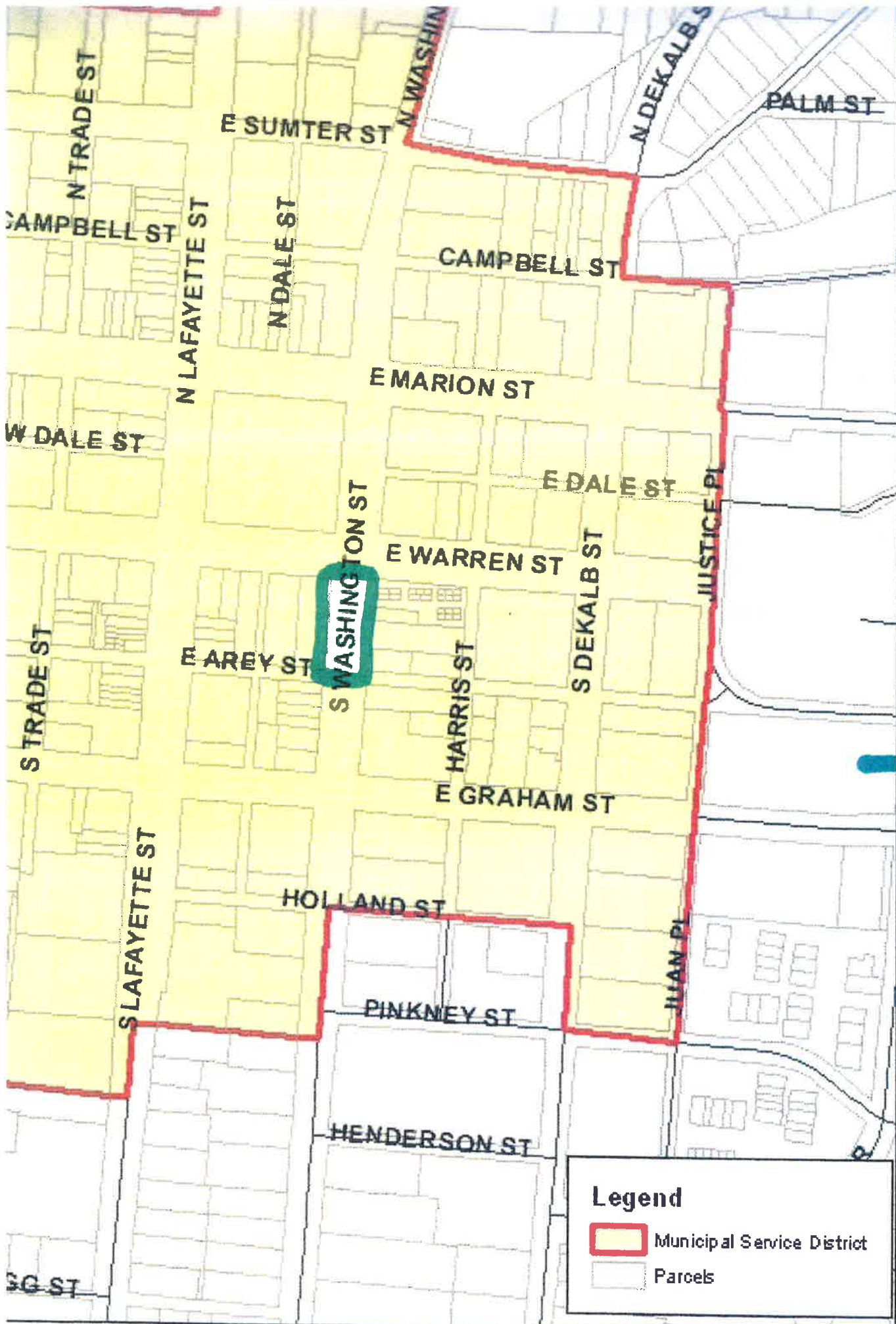
#7 We will notify businesses around the event area thru our email list and the residents in the area by email for those residents we have email for and the property owners for the other residents.

#8 USA will be responsible to pick up any trash following the event. We will ask for two trash containers that will help with trash pick-up and disposal.

#9 We are hoping to get a hot dog vendor w/ cart and we will also be providing drinks and popcorn from our popcorn cart.

# 11 We are asking for barricades for the intersection of Washington and Warren and Washington and Arey St. The USA staff can set these up at 10:30am. Also, we need 10 cones to block off the parking spots on the public art side of Washington. The USA staff can block off these spots at 8am and remove the cones at the conclusion of the event.

**\*Also, we need power to the nearest event panel on Washington.**





# Memo

**To:** Police Chief Jeff Ledford, Fire Chief William Hunt, Fire Marshal Phil Lane, Parks & Recreation Director Charlie Holtzclaw, Public Works Director Danny Darst, Assistant Director of Public Works Scott Black, Director of Engineering Services Ben Yarboro, Director of Water Resources David Hux, Director of Energy Services Julie McMurry, and Planning and Development Services Director Walt Scharer

**From:** Bernadette A. Parduski, City Clerk

**CC:** Rick Howell, City Manager

**Date:** May 13, 2019

**Re:** Special Event Permit Application

All:

Attached you will find a Special Event Permit Application submitted by Christine Olsen as follows:

- ✓ Hardin Drive Neighborhood Block Party, requested date: July 27, 2019

Please carefully review the details of this application as it pertains to your department, and let me know of any anticipated problems/objections that you would like to bring to the attention of the City Council. If there are none, please let me know that as well. The event will be considered by City Council at the June 3, 2019 meeting and recommended for approval unless you advise otherwise. If I do not hear from you by May 28, 2019, it will be assumed that you are in agreement with the application as presented.

As always, thanks for your attention and consideration.

Attachment

CITY OF SHELBY  
SPECIAL EVENT PERMIT APPLICATION



Each question must be legible and answered clearly and completely. Applications must be filed with the City Clerk not less than thirty (30) days before the date on which the event is to take place. A fee of \$20.00 will be due upon submission of the application form.

1. EVENT NAME:

Block Party

2. PURPOSE AND BRIEF DESCRIPTION OF EVENT:

our neighborhood would like to block off our road for a block party

3. LOCATION OF EVENT (ATTACH MAP):

Hardin Drive Shelby way to Wendover see attachment

4. PLEASE INDICATE:

Approximately how many people will attend the event? 18 or so houses

Approximately how many vehicles will be present? N/A

Approximately how many animals will be present? N/A

If the event is a parade, please indicate the amount of street that will be needed:

Single lane N/A

All lanes in travel direction N/A

Whole street N/A

**5. PLEASE LIST THE FOLLOWING PARTY (IES) RESPONSIBLE FOR THE EVENT:**

Name: Christine + Dereck Olsen

Address: 1012 Hardin Drive Shelby NC

Phones: 704-923-7540 (Daytime) 704-923-7540 (Evening)

E-mail address: olsen Dereck@gmail.com (dsendereck@gmail.com)

Name: Ellen Sumner

Address: 1020 Hardin Drive

Phones: 704-484-1650 (Daytime) (Evening)

E-mail address

**6. PLEASE LIST THE FOLLOWING:**

Requested day(s) and date(s) Saturday July 27 2019  
Alternate day(s) and date(s) N-A  
Requested hours of operation, from 11:00 AM/PM to 10:00 AM/PM

**7. EVENT NOTIFICATION TO RESIDENTS AND BUSINESSES:** As an event planner, you are responsible for notifying the neighbors and businesses in the surrounding area of your event. The City requires notifying as many businesses and residents around the event site as possible as early as possible. Please provide your plan of notification at the time you submit your permit application.

**8. SANITATION:** Please attach your "Plan for Clean-Up." Please check Application Instruction sheet for details. See attached

**9. AVAILABILITY OF FOOD, BEVERAGES, AND/OR ENTERTAINMENT:**

If there will be music, sound amplification, or any other noise impact, please describe on attached sheet, including the intended hours of the music, sound, or noise. - see attachment

Will alcoholic beverages be served? W/A NO

If yes, attach to the application a copy of your permit from the Cleveland County Alcoholic beverage Control Board. Alcohol may not be served without a permit.

Will food and/or no-alcoholic beverages be served? W/A NO

If yes, attach to the application a copy of your permit from the Cleveland County Department of Health Services.

**10. SECURITY AND SAFETY PROCEDURES:** Attach to this application a copy of your building permit(s) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, viewing stands, stages, or platforms.

Attach a copy of your Shelby Fire & Rescue Department Permit or permits to this application if you will use parade floats; an open flame; fireworks; or pyrotechnics; vehicle fuel; cooking facilities; enclosures (and tables within those enclosures); tents; air-supported structures; and/or any fabric shelter.

Give name, address, and phone numbers of the agency or agencies, which will provide first aid staff and equipment. Attach additional sheets if necessary.

Name: W/A  
Address: \_\_\_\_\_  
Phones: \_\_\_\_\_

Indicate medical services that will be provided for the event.

AMBULANCE: W/A  
DOCTOR (S): W/A  
PARAMEDICS: W/A

**11. CITY SERVICES/EQUIPMENT REQUESTED FOR THIS EVENT:**

Road Closed Signs

**12. ANY ADDITIONAL COMMENTS:**

If Christine Olsen went door to door every neighbor is excited and all are accepting of conditions. This day is for family & friends too come & meet the neighborhood.

**THE CITY OF SHELBY IS NOT A CO-SPONSOR OF THE EVENT**

It is understood and agreed that any permit issued pursuant to this application is issued on the condition that the answers herein given are true and correct to the best of the knowledge, information, and belief of the applicant.

SIGNATURE

Christine D. Olsen

APPLICANT

704-923-7546

PHONE

1012 Hardin Drive

PHYSICAL ADDRESS

olsendereck@gmail.com or Christinenowell1234@yahoo

E-MAIL ADDRESS

4-29-2019

DATE

-Clean up-

We all will Clean up tables, tents, garbage and any other items. We will use our own city issued garbage cans & recycling bins. The neighborhood in whole part will be responsible for all Clean up duties.

Thank you,

Christine Olsen

704-923-7546

## Entertainment

We will have a band playing until 9:00 p.m. In addition we plan to have games i.e., Nerse Shoes - Cornhole - Dunk Tank - ect.

# Google Maps Curve-View Quick Shop




## Curve-View Quick Shop

Convenience store

-   
Directions
-   
Save
-   
Nearby
-   
Send to your phone
-   
Share

 920 Fallston Rd, Shelby, NC 28150

 (704) 482-6004



City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

**Agenda Item: C-3**

- 3) Approval of a resolution awarding the contract for the City of Shelby Fiscal Year 2018-2019 Street Resurfacing Program: Resolution No. 40-2019

**Consent Agenda Item: (Staff Resource, Ben Yarboro, Engineering Services Director)**

---

Summary of Available Information:

- Memorandum dated May 28, 2019 from Ben Yarboro, Engineering Services Director to Rick Howell, City Manager
- 2019 Street Resurfacing List
- Bid Tabulation Sheet
- Maps showing proposed street resurfacing
- Resolution No. 40-2019

---

City Manager's Recommendation / Comments

Resolution No. 40-2019 is presented for City Council consideration at this time via the Consent Agenda. Adoption of this resolution would award the bid and contract for this annual project. The list submitted by Mr. Yarboro is based upon staff review and in accordance with 2013 Street Condition Survey conducted by McGill Engineers. This study conducted in 2013 and later incorporated as part of the Transportation Asset Management Plan provides an objective decision making basis and contains an analysis and prioritization of city streets in need of repair and resurfacing. This in addition to consideration of maintenance costs and observations by the City engineer regarding safety assist with the development of these recommendations annually. It acts as a guide in identifying deficiencies in the system and provides estimates as to future cost of needed improvements.

As I have noted on many occasions the City's street maintenance program is funded only partially by Powell Bill revenue that is generated by a portion of the state gas tax and distributed to qualifying cities and towns based upon total eligible street mileage and population. Of the 124 miles of city streets we are only able to resurface 1.5 to 2.0 miles each year. This year we will spend down some of the Powell Bill fund balance to increase the total mileage resurfaced to 3.4 miles. As you can tell the funding does not allow an adequate timetable for resurfacing all of the City's streets. The staff has done a good job year in and year out developing the program with the goal of addressing the most significant needs.

**It is recommended that Resolution No. 40-2019 be adopted by City Council at this time via the Consent Agenda.**



## *Memorandum*

**To:** Rick Howell, City Manager

**From:** Ben Yarboro, Engineering Services Director *BY*

**RE:** 2019 Street Resurfacing Program – Contract Award Recommendation

**Date:** May 28, 2019

### **Background**

The City of Shelby owns and maintains 124 miles of asphalt streets. Each year staff from the City Engineering Department develops the annual Street Resurfacing Program in an effort to resurface a portion of the City owned street system that is in need of repair or maintenance. The ultimate goal of this project is to provide for safe and smooth travel. City staff evaluates all city maintained streets and makes street selections based on the following criteria:

- inspection data and ratings from the 2013 McGill Street Condition Survey
- field observations by City staff
- review of City Public Works asphalt maintenance records
- street cuts and conditions related to City utility projects
- Shelby Strategic Growth Plan that was adopted by City Council. Policy 1.6 of the Strategic Growth Plan reads: “City streets shall be repaved in accordance with objective criteria that may include but not be limited to: condition of pavement, traffic volume carried, number of years since last paved, etc.”

Based on the aforementioned criteria and a preliminary cost estimate, staff identified 3.40 miles of the City maintained street system for resurfacing. The scope of work will include milling the existing asphalt as required to reclaim curb and guttering and overlaying with 1.5 inches of asphalt. It should be noted that the asphalt milling that occurs with the annual resurfacing project is completed to maintain stormwater control and is funded via the stormwater utility fee revenue.

The detailed scope of work and maps for this project are included as an attachment to this memorandum.

The city maintained streets included in this year's project are as follows:

### 2019 Street Resurfacing List

STREET	FROM	TO
LATTIMORE ST	W. WARREN ST.	LAWNDALE DR.
CARL LN	LAWNDALE DR.	END OF MAINTENANCE
LAWNDALE DR	LATTIMORE ST.	CARL LN.
CARL LN	W. WARREN ST.	LAWNDALE DR.
PEBBLE ST	VALE ST.	KENMORE ST.
KENMORE ST	PEBBLE ST.	HEMLOCK DR.
KENMORE ST	HEMLOCK DR.	STANTON DR.
KENMORE ST	STANTON DR.	FALLSTON RD.
HEMLOCK DR	VALE ST.	KENMORE ST.
HEMLOCK DR	KENMORE ST.	MADISON ST.
HEMLOCK DR	MADISON ST.	CREST CIR.
STANTON DR	VALE ST.	KENMORE ST.
STANTON DR	KENMORE ST.	MADISON ST.
STANTON DR	MADISON ST.	VICTORIA ST.
HILL ST	BRIAR CREEK DR.	FARM RD.
FARM RD	END OF MAINTENANCE	SURRY DR.
FARM RD	SURRY DR.	HILL ST.
FARM RD	HILL ST.	S. LAFAYETTE ST.
WEATHERS ST	N. DEKALB ST.	KENNEDY ST.
WEATHERS ST	KENNEDY ST.	TENDA PL.
WEATHERS ST	TENDA PL.	LOGAN ST.
WEATHERS ST	LOGAN ST.	BUFFALO ST.
MELODY LN	W. DIXON BLVD.	W. ELM ST.
MELODY LN	W. ELM ST.	WESSON RD.
STROUD RD	W. ELM ST.	WESSON RD.
STROUD RD	W. DIXON BLVD.	W. ELM ST.
W ELM ST	LEANDER ST.	ELMWOOD DR.
W ELM ST	ELMWOOD DR.	CHARLES RD.
W ELM ST	CHARLES RD.	STROUD RD.
W ELM ST	STROUD RD.	MELODY LN.
W ELM ST	MELODY LN.	END OF MAINTENANCE
ELMWOOD DR	W ELM ST	W DIXON BLVD
S WASHINGTON ST.	E WARREN ST	E AREY ST
S WASHINGTON ST.	E AREY ST	E GRAHAM ST

It is important to note that there are 124 miles of city maintained streets, so paving 3.40 miles in one year results in a resurfacing cycle of over 36 years. As a reference, the anticipated service life of an asphalt street ranges from 15-30 years depending on a variety of factors such as traffic volume, vehicles weights, subgrade under street, drainage, and the level of maintenance.

Delays in the repair and overlay of these streets may result in more extensive and costly future repairs as roadway base and subgrade issues become more common as the asphalt surface deteriorates.

## **Review**

Staff advertised the 2019 Resurfacing project in the Shelby Star and bid packages were provided to eight prospective bidders on May 8, 2019. At the bid opening on May 23, 2019, three sealed submittals were received. These packages consisted of one completed bid and two “No Bid” letters. The bid tabulation for this bid opening is attached to this memorandum and depicts the lump sum bid and the unit prices that were received. The lowest responsive bidder was Asphalt Paving of Shelby, Inc. from Shelby, NC. The low bid by Asphalt Paving of Shelby, Inc. was a lump sum bid for the scope of work in the amount of \$473,900.00. Staff’s original estimate for this project that was prepared in November 2018 was based on 2018 bid prices and totaled \$431,594.00. Based on the liquid asphalt price per ton that is published monthly by the NCDOT, the asphalt cost between May 2018 (\$455/ton) and May 2019 (\$524/ton) increased by 15.2%. When the cost estimate is adjusted to reflect the documented asphalt price increases, the final cost estimate is \$481,689.00. The bid that was received is lower than the adjusted cost estimate and has been determined to be reasonable.

Harrison Construction Company and Caldwell Construction Services, LLC submitted “no bid” letters stating they would not be submitting a bid due to current workload or scheduling conflicts.

## **Recommendation**

City Staff recommends that the Shelby City Council approve the resolution awarding the bid for the 2019 Resurfacing Project to the lowest responsive bidder, Asphalt Paving of Shelby, Inc., for the bid price of \$473,900.00. Funding for this construction contract is available via Powell Bill and Stormwater Utility funding.

Please advise if you have any questions or need additional information.

### Attachments:

- Bid Tabulation
- Scope of Work
- Street Resurfacing Maps

**City of Shelby  
2019 Street Resurfacing Bid Tabulation**



**Date: May 23, 2019**

	Caldwell Construction	Asphalt Paving of Shelby	Harrison Construction Co.
1	Milling as required to recover the flow line and curb on those streets specified in the "Scope of Work", placing and "setting up" 6" compacted gravel base (if specified), adjusting all manholes, catch basins and valve boxes to final grade (if necessary), applying a straight seal asphalt surface treatment consisting of 0.4 gallons of asphalt per SY and 22 lbs. of No. 78M aggregate per SY (if specified), cleaning, placing tack coat, resurfacing with "Superpave S9.5B" asphalts the streets included in "The Scope of Work" to a minimum compacted thickness of 1 1/2" (unless otherwise specified) or whatever depth is necessary to achieve a smooth and functional riding surface. Paint 4" Double Yellow and/or 4" white edge lines if specified. Re-paint any existing paint markings on resurfaced streets. All work must meet NCDOT standards. Recycled Asphalt Pavment in the asphalt mix must be limited to 25% and contain only asphalt products.		
	LUMP SUM	\$ 473,900.00	No Bid Letter
2	Cost per square yard for resurfacing any added or deleted streets to the contract.	\$ 7.50	No Bid Letter
3	Cost to adjust any added catch basins or manholes. (Frames and Grates/Lids to be provided by City)	\$ 600.00	
4	Cost to adjust any added valve boxes. (Frames and Lids to be provided by City)	\$ 600.00	
5	Cost per square yard to prepare and supply all stone and asphalt necessary to pave any added or deleted soil and gravel streets.	\$ 20.00	
6	Cost per square yard for milling.	\$ 2.00	
7	Cost per square yard for any added or deleted quantities of asphalt surface treatment (0.4 gallons of asphalt and 22 lbs. of No. 78M aggregate)	\$ 4.00	
8	Cost per square yard for Full Depth Patches. (Includes removing existing asphalt and base and replacing with 6" stone base and 2" asphalt)	\$ 40.00	
9	Cost per lineal foot for any added or deleted striping. 4" standard double yellow center line - reflective	\$ 2.00	
	4" White edge line (both sides of road) - reflective	\$ 2.00	

**Bid Opening Attendees:**

- Tyler Brooks - City of Shelby
- Todd Frashier - City of Shelby
- Ben Yarboro - City of Shelby
- Ken Fannin - Asphalt Paving of Shelby

**2019 STREET RESURFACING LIST (SCOPE OF WORK)**

STREET	FROM	TO	STREET LENGTH (FEET)	STREET WIDTH (FEET)	MILLING (SY)	SUPERPAVE OVERLAY (\$Y)	DOUBLE YELLOW STRIPING LENGTH	WHITE EDGE STRIPING LENGTH
LATTIMORE ST	W. WARREN ST.	LAWDALE DR.	449	19	0	947	0	0
CARL LN	LAWDALE DR.	END OF MAINTENANCE	61	19	0	128	0	0
LAWDALE DR	LATTIMORE ST.	CARL LN.	320	16	0	569	0	0
CARL LN	W. WARREN ST.	LAWDALE DR.	407	17	0	768	0	0
PEBBLE ST	VALE ST.	KENMORE ST.	649	26	1874	1874	0	0
KENMORE ST	PEBBLE ST.	HEMLOCK DR.	361	26	1043	1043	0	0
KENMORE ST	HEMLOCK DR.	STANTON DR.	399	27	1197	1197	0	0
KENMORE ST	STANTON DR.	FALLSTON RD.	374	27	1121	1121	0	0
HEMLOCK DR	VALE ST.	KENMORE ST.	582	26	1680	1680	0	0
HEMLOCK DR	KENMORE ST.	MADISON ST.	750	26	2167	2167	0	0
HEMLOCK DR	MADISON ST.	CREST CIR	340	17	0	642	0	0
STANTON DR	VALE ST.	KENMORE ST.	541	30	1803	1803	0	0
STANTON DR	KENMORE ST.	MADISON ST.	652	24	869	1738	0	0
STANTON DR	MADISON ST.	VICTORIA ST.	607	20	0	1349	0	0
HILL ST	BRIAR CREEK DR.	FARM RD.	1546	18	0	3093	3093	0
FARM RD	END OF MAINTENANCE	SURRY DR.	103	20	0	229	0	0
FARM RD	SURRY DR.	HILL ST.	348	20	0	773	696	0
FARM RD	HILL ST.	S. LAFAYETTE ST.	1015	20	0	2255	2030	0
WEATHERS ST	N. DEKALB ST.	KENNEDY ST.	725	22	1772	1772	0	0
WEATHERS ST	KENNEDY ST.	TENDA PL.	182	21	424	424	0	0
WEATHERS ST	TENDA PL.	LOGAN ST.	198	21	462	462	0	0
WEATHERS ST	LOGAN ST.	BUFFALO ST.	261	21	608	608	0	0
MELODY LN	W. DIXON BLVD.	W. ELM ST.	1636	30	5455	5455	0	0
MELODY LN	W. ELM ST.	WESSON RD.	698	30	2327	2327	0	0
STROUD RD	W. ELM ST.	WESSON RD.	469	29	1510	1510	0	0
STROUD RD	W. DIXON BLVD.	W. ELM ST.	1444	29	4652	4652	0	0
W ELM ST	LEANDER ST.	ELMWOOD DR.	274	29	883	883	0	0
W ELM ST	ELMWOOD DR.	CHARLES RD.	742	27	2226	2226	0	0
W ELM ST	CHARLES RD.	STROUD RD.	388	29	1249	1249	0	0
W ELM ST	STROUD RD.	MELODY LN.	381	29	1229	1229	0	0
W ELM ST	MELODY LN.	END OF MAINTENANCE	397	28	1235	1235	0	0
ELMWOOD DR	W ELM ST	W DIXON BLVD	182	24	486	486	0	0
S WASHINGTON ST (See note 3)	E WARREN ST	E AREY ST	234	54	1404	1404	234	0
S WASHINGTON ST ( See note 3)	E AREY ST	E GRAHAM ST	234	54	1404	1404	234	0

**Notes:**

1. All existing asphalt painting is to be re-painted as it is at the time of milling/paving.
2. All paint shall meet NCDOT Standards and Specifications.
3. Please see the S. Washington St. Painting Detail for instructions on painting S. Washington St.

**See six (6) street maps  
on following pages**





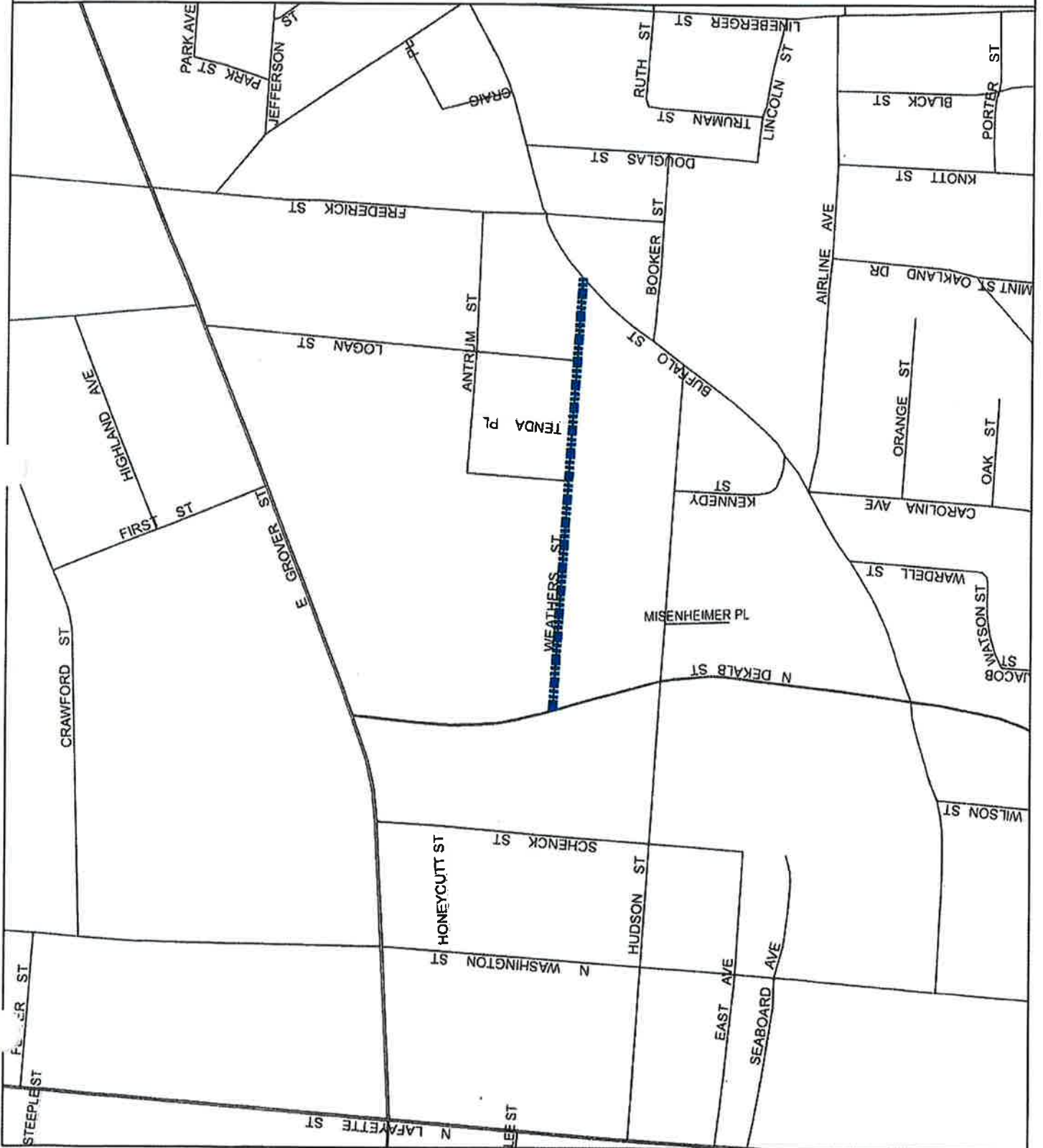


# 2019 PROPOSED STREET RESURFACING

MAP 2 OF 5



1 inch = 400 feet  
(PRINTED 8.5" X 11")



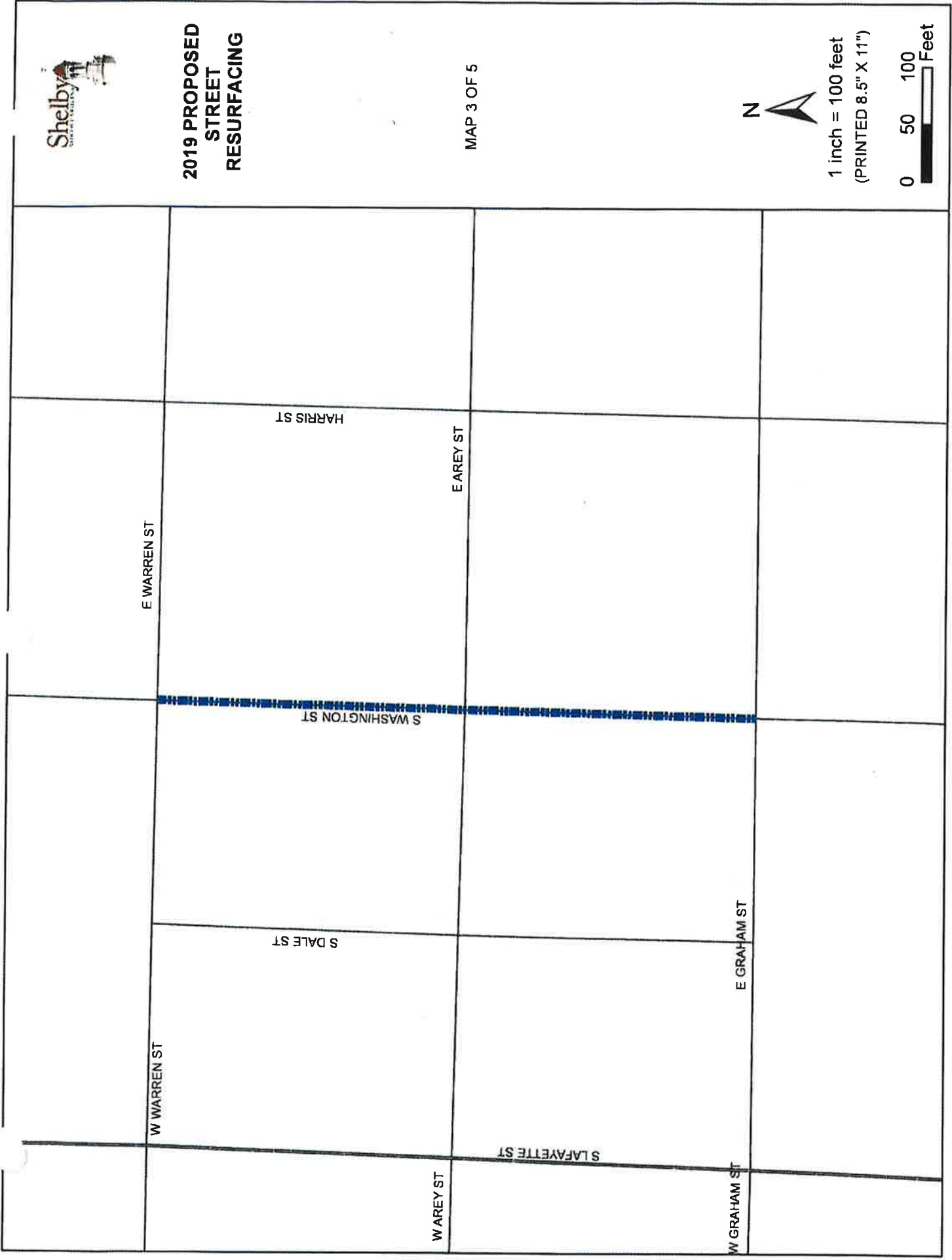


2019 PROPOSED STREET RESURFACING

MAP 3 OF 5



1 inch = 100 feet (PRINTED 8.5" X 11")



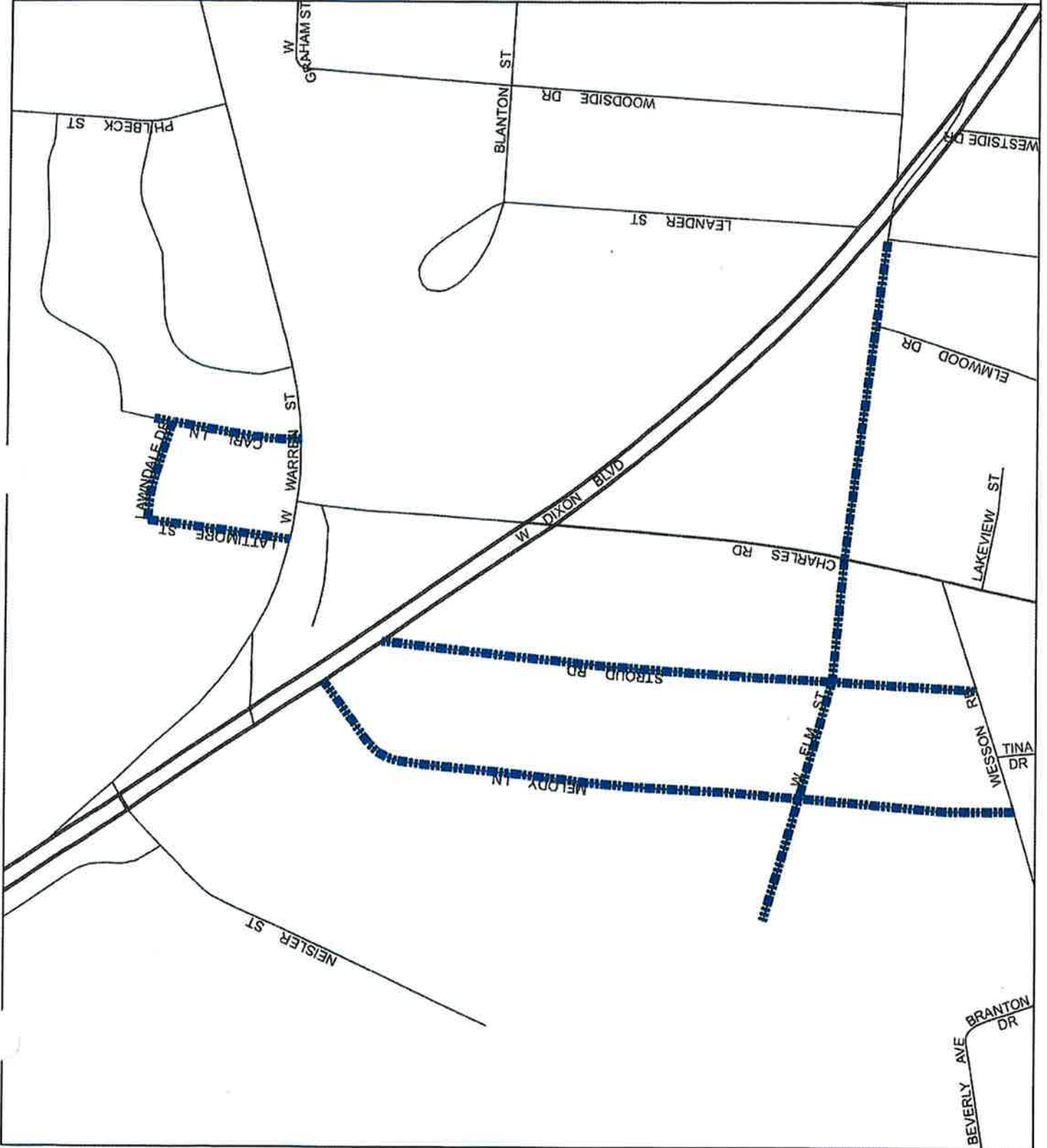


# 2019 PROPOSED STREET RESURFACING

MAP 4 OF 5



1 inch = 400 feet  
(PRINTED 8.5" X 11")



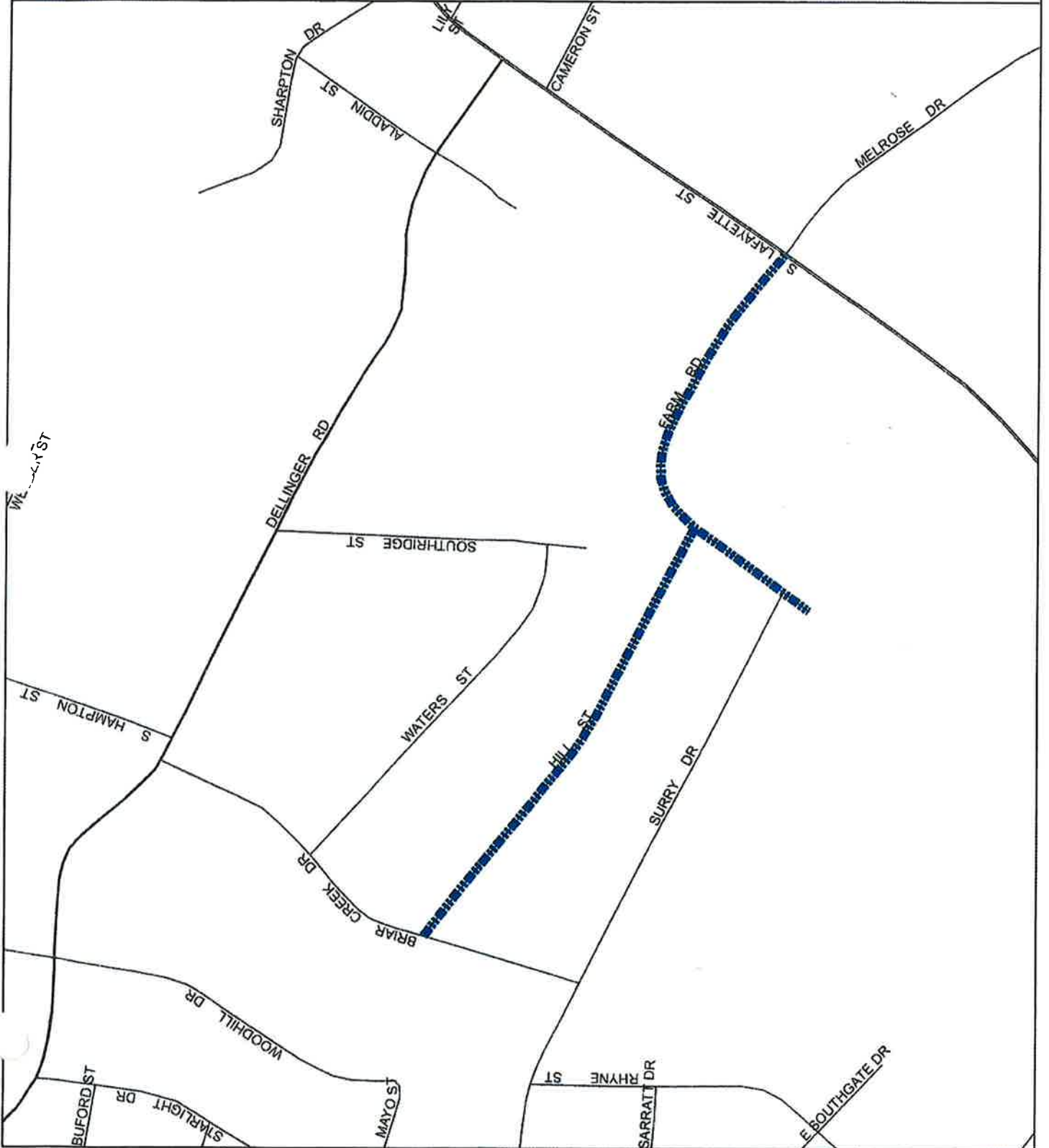


# 2019 PROPOSED STREET RESURFACING

MAP 5 OF 5



1 inch = 400 feet  
(PRINTED 8.5" X 11")



THE GOOD STITCH  
314 KEN KIRBY  
10100 BELLE MEAD  
www.thegoodstitch.com



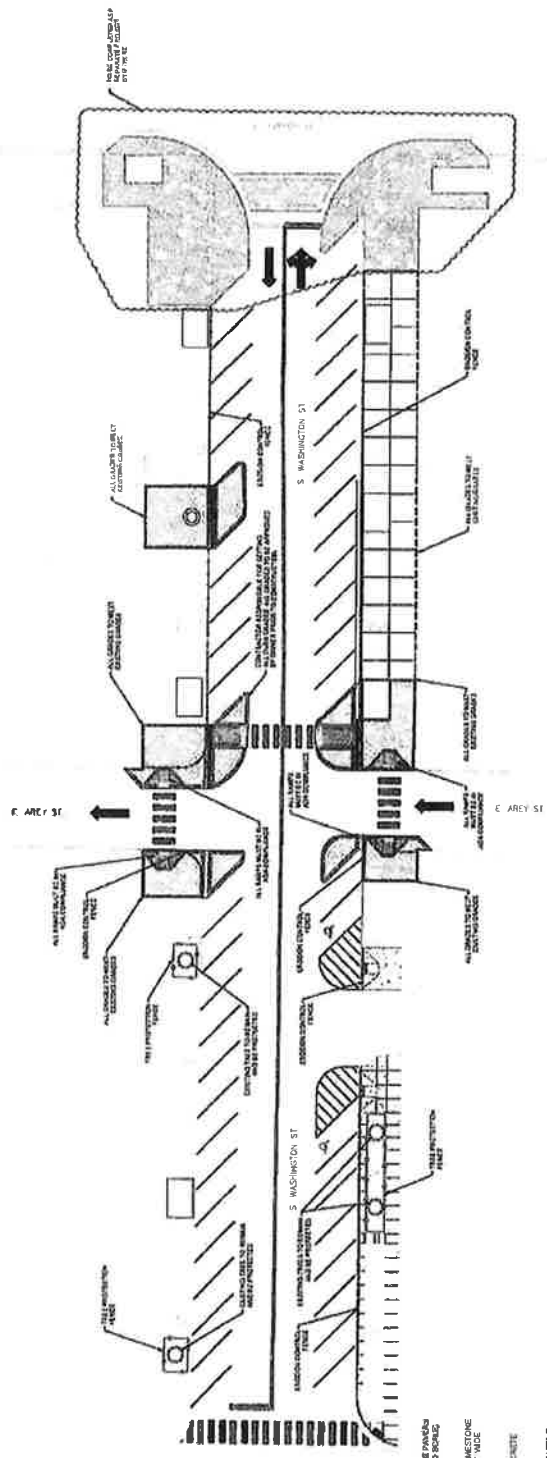
CITY OF SHELBY, NC  
300 SOUTH WASHINGTON ST.  
SHELBY, NORTH CAROLINA

SOUTH WASHINGTON STREET  
STREETSCAPE  
WASHINGTON STREET  
SHELBY, NORTH CAROLINA

SCALE: 1" = 30'-0"  
DATE: 12/23/18  
SHEET NAME:  
GRADING PLAN  
SHEET NO:  
G100

S. Washington St. Painting Detail

- GENERAL CONSTRUCTION NOTES:**
1. CONTRACTOR SHALL CALL OUT THE BEYOND ORDINANCE
  2. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE UNTIL PROJECT COMPLETION AND FINAL STABILIZATION
  3. ALL CONTRACTORS TO HAVE APPROPRIATE BUSINESS LICENSES FOR WORK AT HAND
  4. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO CONSTRUCTION
  5. CONTRACTOR RESPONSIBLE FOR SURVIVING TO SET FINAL GRADES
  6. ALL FILL FOR HANDSQUARED TO BE COMPACTED TO ASTM 998 COMPACTION UNLESS OTHERWISE DIRECTED
  7. ALL FILL FOR LANDSCAPE AREAS TO BE COMPACTED TO ASTM 998 COMPACTION UNLESS OTHERWISE DIRECTED
  8. CONTRACTOR TO VERIFY POSITIVE DRAINAGE AND ADA ACCESSIBILITY ON ALL IMPROVEMENTS
  9. ALL HANDSQUARED PREPARED AREAS NOT TO EXCEED A 1% CROSS SLOPE
  10. ALL EXISTING TREES TO REMAIN SHALL HAVE TREE PROTECTION FENCING PER SPECIFICATIONS TO BE IN PLACE PRIOR TO THE START OF WORK.



- 4" UNREINFORCED CONCRETE PAVEMENT (NOT TO SCALE)
- SOLDER BAND LIMESTONE GRANULAR FILL (NOT TO SCALE)
- PROPOSED CONCRETE
- WHITE GRANITE PAVEMENT (NOT TO SCALE)
- EXISTING LOG POLE
- TREE TO REMAIN & BE PROTECTED
- TREE PROTECTION FENCE
- EROSION CONTROL FENCE



FOR BIDDING ONLY  
NOT FOR CONSTRUCTION



**RESOLUTION NO. 40-2019**

**A RESOLUTION AWARDING THE CONTRACT FOR THE CITY OF SHELBY  
FISCAL YEAR 2018-2019 STREET RESURFACING PROGRAM**

**WHEREAS**, the City of Shelby Engineering Department has developed the proposed list of streets for the 2019 Street Resurfacing Program; and,

**WHEREAS**, the proposed list and subsequent project are consistent with the Visions and Goals as outlined in the Strategic Growth Plan as formally adopted by the City Council of the City of Shelby; and,

**WHEREAS**, the City of Shelby in accordance with applicable provisions of GS 143-129, as amended, has accepted formal proposals for its FY 2018-2019 Street Resurfacing Program in accordance with priorities heretofore established by City Council; and,

**WHEREAS**, bids for this proposed work have been tabulated and contract award recommended for this project; and,

**WHEREAS**, City Council now desires to proceed with award of contracts as recommended and with the improvements anticipated by this action.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SHELBY, NORTH CAROLINA:**

Section 1. The contract for the City of Shelby's FY 2018-2019 Street Resurfacing Program, as outlined in the bid specifications for this offering, is hereby awarded to Asphalt Paving of Shelby, Inc. for a bid price of \$473,900.00 as stated in their official proposal for this bidding, and in accordance with the City's official bid specifications for this project.

Section 2. The City Manager of the City of Shelby or his designee is hereby authorized and directed to execute the applicable contracts and any change orders as specified in Section 1 of this resolution.

Section 3. This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 3<sup>rd</sup> day of June 2019.

---

O. Stanhope Anthony III  
Mayor

ATTEST:

---

Bernadette A. Parduski, NC-CMC, IIMC-MMC  
City Clerk

City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

**Agenda Item: C-4**

- 4) Adoption of Fiscal Year 2018-2019 Budget Ordinance Amendment No. 9: Ordinance No. 41-2019

**Consent Agenda Item: (Staff Resource, Justin Merritt, Assistant City Manager/ Finance Director)**

---

Summary of Available Information:

- Memorandum dated May 28, 2019 from Justin Merritt, Finance Director to Rick Howell, City Manager
- Copy of Resolution No. 24-2017
- Agreement dated April 3, 2017
- Letter and documents regarding Interlocal Agreement Amortization Schedule
- Ordinance No. 41-2019

---

City Manager's Recommendation / Comments

Ordinance No. 41-2019 is presented for City Council consideration via the Consent Agenda. If approved this resolution appropriates funding from the General and Utility Funds to repay the County for an infrastructure loan. You will recall that Resolution No. 24-2017 was by Council in April 2017 that enacted an agreement between the City and Cleveland County in regard to issues of mutual interest and cooperation related to the expansion of the Clearwater Paper Company on the county owned Washburn Switch Business Park property. The following are keys points of which Council should be aware.

- 1) The County agrees to provide funding in an amount that will be sufficient to construct the identified infrastructure after taking into consideration grant funding and a capital contribution by the company.
- 2) The City agrees to reimburse the county for this funding from revenue generated by the project over a period of 15 years.
- 3) The County guarantees the City will receive no less than 12.96% of sales tax allocations beginning July 1, 2019.
- 4) The County agrees to voluntarily annex all county owned property in the identified Washburn Switch corridor.

This agreement is a win-win situation for both the City and County and will be a significant benefit both long and short term for the citizens of our community.

**It is recommended that Ordinance No. 41-2019 be adopted and approved via the Consent Agenda.**



To: Rick Howell, City Manager  
From: Justin Merritt, Assistant City Manager/Director of Finance  
Date: May 28, 2019  
Subject: Project Grizzly Utility Construction - County Loan Repayment

Background:

The City of Shelby and Cleveland County entered into an interlocal agreement on April 3, 2017, through Resolution 24-2017. This agreement, among other things, detailed the amount of financial participation from the City to provide utility infrastructure to Project Grizzly (Clearwater Paper expansion) and set this limit at \$11,064,000. This amount would initially come in the form of a loan from Cleveland County, which the City would repay over a term not to exceed 15 years at a rate of interest not to exceed 3.25%.

This budget amendment will allow for repayment of year 2 of the loan, in the amount of \$1,125,896.

The interlocal agreement and debt repayment schedule are attached as reference.

Recommendation:

The recommendation from staff is to approve the attached budget amendment so that the requested debt payment can be made.



RESOLUTION NO. 24-2017

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHELBY  
AND CLEVELAND COUNTY FOR THE ADMINISTRATION OF  
AN ECONOMIC DEVELOPMENT AGREEMENT

WHEREAS, the City of Shelby, a North Carolina municipal corporation (herein "City"), and Cleveland County, a body politic organized and existing under the laws of, and a political subdivision of, the State of North Carolina (herein "County"), working through the Cleveland County Economic Development Partnership (CCEDP), propose to enter into an Economic Development Agreement (herein "ED Agreement") with Clearwater Paper Corporation, a Delaware corporation authorized to do business in North Carolina (herein "Company"); and,

WHEREAS, said ED Agreement covers several different types of incentives, including the payment of cash incentives to the Company, the transfer of real property to the Company, and the construction and installation of infrastructure (utilities, roads, rail); and,

WHEREAS, the incentives provided for in the ED Agreement are interdependent, and the ED Agreement is accordingly structured to be an integrated package, and no one element of it may be changed or removed without affecting the whole; and,

WHEREAS, because of the structure of the ED Agreement, the City and County desire to agree between themselves as to their responsibilities for administration of the Project; and,

WHEREAS, the City and County have also agreed between themselves to certain financial commitments with respect to the ED Agreement, and have also agreed among themselves as to requesting the annexation by the City of certain County property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:

SECTION 1. In consideration of the promises and covenants set forth herein, and for other valuable considerations, including the exchange of \$10.00 between the parties, the receipt and sufficiency of which is hereby acknowledged.

SECTION 2. The City Council of the City of Shelby by this action approves the ED Agreement, attached as EXHIBIT A, and authorizes the Mayor to execute the ED Agreement on behalf of the City of Shelby.

SECTION 3. This resolution shall become effective immediately on the date of its adoption.

Adopted and approved this 3<sup>rd</sup> day of April 2017.



O. Stanhope Anthony III  
Mayor

ATTEST:



Bernadette A. Parduski, NC-CMC, IIMC-MMC  
City Clerk

AGREEMENT OF CITY OF SHELBY AND CLEVELAND COUNTY  
ADMINISTRATION OF ECONOMIC DEVELOPMENT AGREEMENT

This Administration Agreement, made and entered into this 3rd day of April, 2017, by and between the City of Shelby, a North Carolina municipal corporation (herein "City"), and Cleveland County, a body politic organized and existing under the laws of, and a political subdivision of, the State of North Carolina (herein "County").

WITNESSETH

WHEREAS, the City and the County, working through the Cleveland County Economic Development Partnership (CCEDP), propose to enter into an Economic Development Agreement herein "ED Agreement") with Clearwater Paper Corporation, a Delaware corporation authorized to do business in North Carolina (herein "Company"); and

WHEREAS, said ED Agreement covers several different types of incentives, including the payment of cash incentives to the Company, the transfer of real property to the Company, and the construction and installation of infrastructure (utilities, roads, rail); and

WHEREAS, the incentives provided for in the ED Agreement are interdependent, and the ED Agreement is accordingly structured to be an integrated package, and no one element of it may be changed or removed without affecting the whole; and

WHEREAS, because of the structure of the ED Agreement, the City and County desire to agree among themselves as to their responsibilities for administration of the Project; and

WHEREAS, the City and County have also agreed among themselves to certain financial commitments with respect to the ED Agreement, and have also agreed among themselves as to requesting the annexation by the City of certain County property;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other valuable considerations, including the exchange of \$10.00 between the parties, the receipt and sufficiency of which is hereby acknowledged, the City and the County hereby agree as follows:

REFERENCES and DEFINITIONS, unless otherwise defined herein, certain capitalized terms (e.g., Project Site, IU Improvements) shall have the same meaning as in the Economic Development Agreement. Reference to the Economic Development Agreement is made for purposes of providing context for this Administration Agreement.

I. Limits of Financial Participation by Shelby

- A. The City and the County agree that the City's maximum financial commitment with respect to the Economic Development Agreement, exclusive of any fee waivers or administrative costs, for its contributions in aid of public infrastructure shall not exceed \$11,064,000 million (herein "City's Financial Commitment") which includes all applicable debt issuance and closing costs shared at a proportional amount. These costs are limited to the cost of constructing and installing water, sewer, and natural gas utility extensions, facilities, economic development, land purchase and connections (herein "City's IU Improvements") as provided in the Economic Development Agreement.
- B. Said Financial Commitment is based on the City's good faith estimates of the cost of constructing and installing the City's IU Improvements.
- C. The City will not be responsible for acquiring or paying for the acquisition of the land, easements, right-of-way, or other interests in land that may be necessary in

order for the City to install and construct the City's IU Improvements, and such costs are not included in the City's Financial Commitment.

- D. The City's Financial Commitment is expressly contingent upon the City's obtaining funding from the County for the cost of the City's IU Improvements at an interest rate that does not exceed 3.25%, and for a repayment period that does not exceed 15 years.
- E. In the event that \$11,064,000 million is not sufficient to cover the costs of the City's IU Improvements, the City will notify the County, and the County will have the option of paying some or all of the additional costs necessary to complete the City's IU Improvements. Nothing herein shall prohibit the City and the County from negotiating among themselves for the payment of any additional costs.
- F. In the event that the County exercises the claw back, per the agreement with Clearwater, on undeveloped property at the project site the County agrees to share any claw back equally with the City of Shelby.

## II. SALES TAX ALLOCATION

- A. Beginning July 1, 2019 and with commencement of operations at the Expanded Facility as provided in the Economic Development Agreement, and following annexation of the Company's property (including the existing facility) as provided for therein, and pursuant to the allocation of North Carolina State local option sales tax revenue provided for in Article 39 of N.C.G.S. Chapter 105, the City expects to receive approximately-12.96% of sales tax revenue collected in and

distributed to Cleveland County for the term of its financing for the IU Improvements.

- B. In arranging and budgeting for the funding costs for its share of the cost of the City's IU Improvements, the City has relied on the allocation of said sales tax revenue remaining constant or exceeding 12.96% for the term of said financing, based on projections of economic and population growth in Cleveland County, and the parties agree that said projections are reasonable. The continued availability of this revenue is a critical factor in the City's decision to participate financially in the Economic Development Agreement at the level provided for therein.
- C. In the event that the City's allocation of sales tax revenue falls below 12.96% of the total sales tax revenue distributed to Cleveland County for any tax year that occurs during the term of the City's repayment period, the County will pay the City an amount equal to any such difference, so that the amounts received by the City, including its sales tax revenue allocation and payments made pursuant to this Agreement, will equal 12.96% of the sales tax revenue for Cleveland County.

### III. ANNEXATION OF COUNTY PROPERTY

- A. On or before the 30<sup>th</sup> day following execution of this Agreement, the County shall submit a petition for voluntary annexation of property owned by it and located at the following addresses, and having the following County Real Estate Identification (REID) numbers:

1. Parcel # 40797.
2. Parcel # 32624.

3. Parcel # 32196.

4. Parcel # 61941.

5. Parcel # 62696.

6. Parcel # 32618.

7. Parcel # 58557.

- B. Said petitions shall be in a form satisfactory to the Shelby City Attorney, and shall not have an expiration date, other than as may be required by law.
- C. The City is under no obligation to annex any or all of said properties, but shall act on said petitions within 3 months from the date on which they are received. If said petitions expire by operation of law prior to the time specified above for action by the City, the County shall, at the request of the City, resubmit said petitions.
- D. If the County sells, leases, or otherwise conveys an interest in any of the properties identified herein, prior to submitting the petitions, or prior to the City acting on said petitions, the contract or instrument of transfer for said property shall require the grantee or subsequent holder of any interest in said property to comply with this Section by submitting a petition for annexation of said property or joining in a petition for annexation of said property regardless of who submits the petition. To this end, the City may record a memorandum of this Agreement in the Cleveland County Registry.
- E. If the County fails to comply with this Agreement with respect to any of the identified properties, resulting in any of said properties not being annexed (provided that they otherwise qualify for annexation), then the County shall pay the City an amount equal to the ad valorem taxes that would be due the City on

said non-annexed properties if said properties had been annexed. This obligation will continue for as long as the property is not annexed, and the City has the authority under State law to impose and collect ad valorem property tax on land within its jurisdiction.

#### IV. ADMINISTRATION OF ECONOMIC DEVELOPMENT PROJECT

- A. The City and County agree that each of them is participating to a substantial degree with respect to the Economic Development Project Agreement, including the commitment of financial and other resources, and that each has a substantial stake in the success of the Company and in the Economic Development Agreement.
- B. The City and County further agree that said Economic Development Agreement is an integrated package of incentives and other items, such that administration of any part of it by either entity acting alone would be impracticable.
- C. The Agreement contains several provisions that require performance by the Company with respect to which Company's failure to perform, or failure to perform completely, is cause to terminate the Agreement, or to invoke certain remedies, including but not limited to: reductions in the amount of financial incentives provided to the Company, repayment by the Company of some or all of amounts expended by the City or County pursuant to the Agreement, reconveyance of the Project Site from the Company to the County, payment by the Company of additional amounts in aid of public infrastructure, or payments by the Company in lieu of taxes.


D. Because of the significant consequences of a termination of the Economic Development Agreement, or a failure by the Company to perform its obligations thereunder in whole or in part, and because of the integrated structure of the Economic Development Agreement, the City and the County hereby agree:


1. That officials of the City and County will confer on a biweekly basis during the term of the Investment and Construction Schedule of the Economic Development Agreement, or more often as needed to monitor Company's compliance with the Agreement and to monitor progress on the construction activities by the Company as set out in the Investment and Employment Schedule, and on the IU Improvements.
2. Either the City or the County may determine that the Company is in violation or has not complied with one or more of the terms of the Economic Development Agreement (herein "Company Default").
3. If the City or the County determines that a Company Default has occurred, that entity must, within a reasonable time of making said determination, notify the other entity by any reasonable means, and the City and County shall confer regarding the Company Default prior to providing any notice to the Company of said Company Default.
4. The failure to provide the notification specified herein does not confer any substantive rights on the Company, but is only to ensure that issues regarding Company performance under the Economic Development Agreement are addressed in a timely manner by both governmental entities.



5. Without regard to whether both entities agree that a Company Default has occurred, either the City or the County may, after the conference required above, notify the Company of the Company Default.
6. Nothing herein shall prevent or prohibit the City and County from negotiating among themselves, or with the Company, for a resolution or curing of a Company Default.
7. This section is not included to create an interlocal agreement within the meaning of Article 20 of N.C.G.S. Chapter 160A. If any provision of this section is deemed invalid or unenforceable by a court of competent jurisdiction, then a Company Default shall be determined in accordance with the following, based on their respective interests in the ED Agreement.
  - A. The County shall determine whether a Company Default has occurred under Section II of the ED Agreement.
  - B. The County shall determine whether a Company Default has occurred under Section III of the ED Agreement.
  - C. The City shall determine whether a Company Default has occurred under Section IV of the ED Agreement.

WHEREFORE, the parties hereto have executed this Administration Agreement the day and year first above written.

  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Cleveland County

  
\_\_\_\_\_  
Title: MAYOR  
City of Shelby

**[FORM OF EXECUTION to be approved by City and County legal staff.]**

4827-9427-2323, v. 1



# CLEVELAND COUNTY



*Offices of the  
BOARD OF COMMISSIONERS  
COUNTY MANAGER  
COUNTY ATTORNEY  
COUNTY CLERK*

## **Cleveland County, North Carolina Interlocal Agreement Amortization Schedule City of Shelby – North Shelby**

As part of a consolidated 2017 installment financing agreement between Cleveland County, North Carolina, (the County), and Capital One Public Finance the County secured funding in the amount of \$11,000,000 in principal to finance the construction of a new public utility infrastructure on behalf of the City of Shelby, North Carolina, (the City).

The City shall have the option to prepay any amount of outstanding principal plus accrued interest at any time. In the event of a partial prepayment of the outstanding principal component the repayment schedule shall be recalculated as necessary in order to reflect the effect of such payment.

The debt issuance costs are shared proportionally based on the principal percentage of the borrowings. The City of Shelby's portion is \$64,000. The County's total investment in the land that was included in the project was \$2,044,767 and the City's portion of that is \$1,022,383. The County will allot the entire \$11,064,000, less amount to be provided for shared land costs which amounts to \$10,041,617 on any date after the review and signing of this document. The City will make annual payments to the County on May 1<sup>st</sup> of each year beginning May 1, 2019. The 2018 payment will be interest only. The financing will be for a 15 year term at coupon rate of 3.25%. These payments can be made via wire or done through other financial exchange. The method of payment will be a mutually agreed on decision by the City Manager and the County Manager annually during the budget process. See attached for scheduled debt payment amounts. Modification of any term of this agreement will be placed in writing and signed by both parties.

County Manager, Jeff Richardson

Handwritten signature of Jeff Richardson in black ink, positioned above a horizontal line.

City Manager, Rick Howell

Handwritten signature of Rick Howell in blue ink, positioned above a horizontal line.

**Project Grizzley Amortization Schedule**  
**Cleveland County and City of Shelby**  
**\$11,064,000 financed @ 3.25% for 15 years**

	<u>Principal</u>		<u>Interest</u>		<u>Total Payment</u>
1	\$ -	\$	359,580	\$	359,581
2	790,286		335,608		1,125,896
3	790,286		311,636		1,101,925
4	790,286		287,664		1,077,954
5	790,286		263,692		1,053,983
6	790,286		239,720		1,030,012
7	790,286		215,748		1,006,041
8	790,286		191,776		982,070
9	790,286		167,804		958,099
10	790,286		143,832		934,128
11	790,286		119,860		910,157
12	790,286		95,888		886,186
13	790,286		71,916		862,215
14	790,286		47,944		838,244
15	790,286		23,972		814,273
	<u>\$ 11,064,000</u>	<u>\$</u>	<u>2,876,640</u>	<u>\$</u>	<u>13,940,760</u>

Project Grizzly - Infrastructure Funding Breakdown  
**FOR INTER-LOCAL AGREEMENT BETWEEN COUNTY AND CITY**

County Actual Land Costs	\$	<u>Total Cost</u>	<u>Total Acres</u>	<u>Cost per Acre</u>
		3,351,882	396	\$ 8,464
Total Land included in project Grizzley	Acres	<u>241,574</u>	Costs	Total Costs
			8,464.35	\$ 2,044,766.28
				236.708 To company
				4.866 To City
				<u>241,574</u>

Land Cost	\$	<u>County Portion</u>	<u>City Portion</u>
		1,022,383	\$ 1,022,383

Funding Source	Land (\$1,022,383 M)	Electric (\$3.0 MM)	Water (\$10.0 MM)	Sewer (\$14.0 MM)	Rail (\$1.4 MM)	Road (\$2.455MM)	Contingency (\$20K)	Total Funding
Duke Energy	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
CDBG (State)	-	-	3,000,000	-	-	-	-	3,000,000
IDF (State)	-	-	-	1,000,000	-	-	-	1,000,000
Golden LEAF - Catalyst	-	-	-	1,500,000	-	-	-	1,500,000
Golden LEAF - MSDI	-	-	-	3,000,000	-	-	-	3,000,000
NC Railroad	-	-	-	-	875,000	-	-	875,000
NCDOT - Road Access	-	-	-	-	-	1,875,000	-	1,875,000
NCDOT - Rail	-	-	-	-	200,000	-	-	200,000
City of Shelby	1,022,383	-	7,000,000	1,405,000	-	-	1,572,617	11,000,000
Cleveland County	-	-	-	-	-	-	-	-
Project Grizzly	-	-	-	7,095,000	325,000	580,000	-	8,000,000
<b>Total</b>	\$ 1,022,383	\$ 3,000,000	\$ 10,000,000	\$ 14,000,000	\$ 1,400,000	\$ 2,455,000	\$ 1,572,617	\$ 33,450,000

Due to City of Shelby	Loan	\$ 11,000,000
	Closing Costs	64,000
	Less : Land	<u>(1,022,383)</u>
		\$ 10,041,617

ORDINANCE NO. 41-2019

CITY OF SHELBY  
FISCAL YEAR 2018-2019 BUDGET ORDINANCE AMENDMENT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act, the City of Shelby finds it advisable and necessary to revise and amend its annual budget for FY 2018-2019; and,

WHEREAS, the City Manager (Budget Officer) has recommended certain amendments to the budget which the governing body finds acceptable; and,

WHEREAS, City Council now desires to act on the recommended budget amendments and approve same for implementation and compliance with the Fiscal Control Act;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA:

Section 1. Ordinance No. 31-2019, the City's FY 2018-2019 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 9 for the year:

(A) The City of Shelby, via resolution 24-2017, entered into an interlocal agreement with Cleveland County to fund an infrastructure loan for economic development. Year two of the loan repayment is due to the County per the referenced agreement. Accordingly, the following budget modifications are approved in accordance with the chart of accounts heretofore established for the City of Shelby.

(1) The following General Fund line items are amended:

- |   |           |
|---|-----------|
| (a) Increase 11001000-39900<br>Fund Balance Appropriated              | \$375,298 |
| (b) Increase 110495-49230<br>Transferred to Economic Development Fund | \$375,298 |

(2) The following Electric Fund line items are amended:

- |   |           |
|---|-----------|
| (a) Increase 63006000-39900<br>Fund Balance Appropriated              | \$375,298 |
| (b) Increase 630731-49230<br>Transferred to Economic Development Fund | \$375,298 |

(3) The following Gas Fund line items are amended:

- |   |           |
|---|-----------|
| (a) Increase 64006000-39900<br>Fund Balance Appropriated              | \$375,298 |
| (b) Increase 640741-49230<br>Transferred to Economic Development Fund | \$375,298 |

(4) The following Econ. Development Funds Line Items are amended:

(a) Increase 23009000-39000 Transferred from Other Funds	\$375,298
(b) Increase 23009000-39630 Transferred from Electric Fund	\$375,298
(c) Increase 23009000-39640 Transferred from Gas Fund	\$375,298
(d) Increase 230590-42006 Economic Development	\$1,125,894

(5) The following Water Fund line items are amended:

(a) Increase 61006000-39000 Transferred from Other Funds	\$425,364
(b) Increase 610711-70001 Debt Service – Principal	\$298,572
(c) Increase 610711-70002 Debt Service – Interest	\$126,792

(6) The following Sewer Fund line items are amended:

(a) Increase 62006000-39000 Transferred from Other Funds	\$580,060
(c) Increase 620721-70001 Debt Service – Principal	\$407,155
(c) Increase 620721-70002 Debt Service – Interest	\$172,905

(7) The following Gas Fund line items are amended:

(a) Increase 64006000-39000 Transferred from Other Funds	\$120,470
(b) Increase 640741- 70001 Debt Service – Principal	\$84,560
(c) Increase 640741-70002 Debt Service – Interest	\$35,910

Section 2. That the revenues, expenditures and amendments set forth in Section 1 of this ordinance are hereby summarized as follows:

	<u>Current Budget</u>	<u>Amendment No. 9</u>
General Fund	\$ 24,602,235	\$ 24,977,533
Emergency Telephone System Fund	107,000	107,000
Powell Bill Fund	735,600	735,600
Economic Dev. Fund	1,004,979	2,130,873
Housing Fund	1,483,418	1,483,418
Cemetery Fund	30,000	30,000
Utilities-Water Fund	5,429,800	5,855,162
Utilities-Sewer Fund	5,576,500	5,856,560
Utilities-Electric Fund	21,942,000	22,317,298
Utilities-Gas Fund	15,714,600	16,210,368
Utilities – Stormwater Fund	803,600	803,600
FY 2018-2019 Budget Total:	<u>\$ 76,959,040</u>	<u>\$ 80,507,412</u>

Section 3. Copies of this Budget Ordinance Amendment shall be furnished to the City Manager as Budget Officer and to the Finance Director to be kept on file by them for their direction in the collection and disbursement of funds. Said officials are hereby authorized to receive and expend funds as herein set forth in accordance with the Shelby City Code, the General Statutes of North Carolina, and the provisions of the original budget ordinance; inclusive of GS 159-28 governing budgetary accounting of appropriations.

Section 4. This ordinance shall become effective upon its adoption and approval.

Adopted and approved this the 3rd day of June 2019.

---

O. Stanhope Anthony, III  
Mayor

ATTEST:

---

Bernadette A. Parduski, NC-CMC, IIMC-MMC  
City Clerk

APPROVED AS TO FORM:

---

Robert W. Yelton  
City Attorney



City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

D. Unfinished Business

Agenda Item D-1

- 1) Discussion of Recycling Program Contract Renewal

**Unfinished Business Item: (Staff Resource, Rick Howell, City Manager)**

---

Summary of Available Information:

- None provided at this time

---

City Manager's Recommendation / Comments

As you all know the City entered into a contract with Republic Services to provide curb side single stream recycling services beginning January 1, 2012 for an initial five (5) year term with the option to renew for an additional three (3) year extension. The current extension expires December 31, 2019. For the past several months staff has been meeting with representatives of Republic Services trying to address a contract renewal after the end of the year. Unfortunately world events impacting the recycling market have complicated our discussions. A preliminary proposal made by Republic Services would raise the current per cart collection fee from \$2.78 to \$5.25 per month effective July 1, 2019. Republic has explained that their costs at the transfer facility in Rutherford County are to increase dramatically as a result of continued contamination and they are attempting to pass that cost on to the City. The current contract extension does not provide for them to pass this increase cost on to the City.

The City currently bills all residential (7,476) customers \$3.00 per month and provides a fifty cent (.50) credit for those residential (6,447 or 86%) customers participating in the program. The remaining (1,029) residential customers pay the full \$3.00 per month. There are also 272 commercial customer accounts that participate voluntarily in the program.

My purpose is to bring this matter before Council to provide an overview of the current situation and to seek some direction on your views toward contract renewal. I will be discussing the matter in depth with the City Attorney subsequent to this meeting for his legal perspective on specific contract issues.

City of Shelby  
Agenda Item Summary  
June 3, 2019  
City Hall Council Chamber

**E. New Business**

None

**Agenda Item: F**

City Manager's Report

I have provided a summary report of various ongoing issues. I will touch on some of them on Monday evening.

**Agenda Item: G**

Council Announcements and Remarks

**H. Adjournment:**

To adjourn a meeting of City Council, a majority of the Council members must vote for a motion to adjourn.

- 1) Motion to adjourn