

**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. 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 December 16, 2019 1
- 2) Approval of Special Event Permit Application: 11
  - a. Dr. Martin Luther King Jr. March, requested date: January 20, 2020
- 3) Approval of a resolution honoring Coach Mike Wilbanks and the Shelby High School 2019 Golden Lions Football Team: Resolution No. 1-2020 18
- 4) Approval of a resolution approving application to Watch for Me NC: Resolution No. 2-2020 20
- 5) Approval of Notice of Cancellation in the Regular Meeting Schedule of Shelby City Council 23

**C. Unfinished Business:**

- 1) Consideration of Fiscal Year (FY) 2019-2020 Budget Ordinance Amendment No. 10: Ordinance No. 1-2020 25

**D. New Business:**

- 1) Consideration of an ordinance establishing a capital project ordinance and budgets for the City of Shelby's Substation 8 Circuit Addition Project: Ordinance No. 2-2020 49
- 2) Consideration of an ordinance establishing a capital project ordinance and budget for the City of Shelby's Airport Layout Planning Project: Ordinance No. 3-2020 55

**E. City Manager's Report 93**

**F. Council Announcements and Remarks 93**

**G. 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 93

City of Shelby  
Agenda Item Summary  
January 6, 2020  
City Hall Council Chamber

**B. 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: B-1**

- 1) Approval of the Minutes of the Regular Meeting of December 16, 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 December 16, 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

December 16, 2019  
Monday, 6:00 p.m.

**Present:** Mayor O. Stanhope Anthony III, presiding; Council Members Eric B. Hendrick, David White, David Causby, Violet Arth Dukes, and Andrew Hopper, Sr.; City Manager Rick Howell, ICMA-CM, City Clerk Bernadette A. Parduski, 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 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., and Planner Alan Toney

**Absent:** Council Member Charles Webber; City Attorney Robert W. (Bob) Yelton

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 Mr. Hopper led the *Pledge of Allegiance*.

**A. Approval of agenda:**

- 1) Motion to adopt the proposed agenda

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

**B. Special Presentation:**

- 1) City of Shelby 2019 Audited Financial Statements – Matthew Braswell, CPA, Audit Manager, Martin Starnes & Associates, CPAs, P. A.

Mr. Merritt introduced Matt Braswell with Martin Starnes & Associates as the presenter of the annual audit report and Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) ended June 30, 2019. He referred to the audit report as a “snapshot” in time, reflecting the overall financial health of the City of Shelby. Mr. Merritt stated the audit and preparation of the CAFR are increasingly stringent due to the additional auditing standards that must be met by both the City and the auditing firm. He also recognized Assistant Finance Director Beth Beam in the lead role over the City’s audit project

throughout the year. The audit has been submitted to the North Carolina Local Government Commission as required by the deadline of October 31, 2019 and was accepted.

Mr. Merritt clarified the City currently has a number of large construction projects in progress. The numbers in some fund balances and cash flows where these individual projects are accounted for can be multiple times larger than the operational budget of some of those funds. Projects on a reimbursement basis for expenditures, either grant or loan funded, can present timing issues for collection by the City.

Next, as included in the audit highlights, Mr. Braswell stated the Martin Starnes' report yielded an unmodified opinion, meaning the City's financials are not materially misstated. Martin Starnes has issued its report in which no questioned costs or findings were noted. Mr. Braswell also acknowledged the full cooperation of the Finance Department during the audit process.

Mr. Braswell commented the 2019 property tax revenues and collection rate showed an increase from the prior year of approximately \$489,768 or 4.8 percent; however, the collection rate is down from 2018.

Mr. Braswell summarized and compared General Fund revenues and expenditures for 2018 and 2019. In 2019, revenues increased by \$1,395,283 or 7 percent and expenditures increased by \$2,773,521 or 7.8 percent. He noted these amounts do not include other financing sources and uses such as transfers and capital financing.

Mr. Braswell stated fund balance includes these five categories: Non-spendable, restricted, committed, assigned, and unassigned classifications, and serves as a measure of the City's available financial resources. Currently, the City has:

- \$1.75 million in Non-spendable fund balance
- \$7.4 million in Restricted fund balance which includes Stabilization by State statute, Powell Bill, public safety funds, and unspent debt proceeds
- \$215,000 in Committed fund balance
- \$3.3 million in Assigned fund balance
- \$2.9 million in Unassigned fund balance

With regard to total fund balance for the General Fund, Mr. Braswell noted there was a decrease of \$1,630,362 or approximately 20.2 percent from the prior year.

Mr. Braswell stated available fund balance as defined by the Local Government Commission (LGC) is calculated as Total Fund Balance less Non-spendable, less Stabilization by State Statute (restricted) which then equals Available Fund Balance. This calculation is utilized as the basis for comparing Shelby to other units of similar size as well as calculating fund balance percentages.

Mr. Braswell reviewed Shelby's Fund Balance position in the General Fund:

Total Fund Balance	\$7,600,511
Non-spendable	(476,878)
Stabilization by State statute	<u>(3,223,918)</u>
Available Fund Balance 2019	\$3,899,715
Available Fund Balance 2018	\$ 5,588,373
Change in Available Fund Balance	\$(1,688,658)

He noted a decrease of 30.2 percent from the prior year, which is due to a decrease in overall fund balance in the current year. Stabilization by State Statute refers to accounts receivable at June 30, 2019, not yet available per State statute because the money has not been received. It is not in cash spendable form. The non-spendable amount represents \$135,000 in inventories and \$341,000 in prepaids, reiterating these items are not in spendable form.

Mr. Braswell stated available fund balance represents 14.73 percent of total General Fund expenditures and transfers out to other funds, which represents a decrease from the prior year and approximately two months' worth of fund balance. The Local Government Commission recommendation is 8 percent of fund balance or one month's worth of expenditures.

Mr. Braswell reported the top three sources of revenue include property taxes, other taxes and licenses, and other revenues which comprise \$17.5 million or 82 percent of the total revenues. The total revenues equal \$21,457,996.

As previously mentioned with regard to property taxes, Mr. Braswell further stated there was an increase of \$489,768 or 4.8 percent.

With regard to other taxes and licenses, Mr. Braswell noted an increase, stating the City had a substantial increase in local option sales tax dollars as compared to the prior year.

With regard to unrestricted intergovernmental, there was an increase of \$6,019 or .3 percent comparable to the prior year. Mr. Braswell explained this revenue consists mostly of utility franchise tax and alcohol beverage control (ABC) revenues.

Mr. Braswell reported the General Fund expenditures include public safety, other expenditures, cultural and recreation, and general government, including environmental protection and debt service for a total of \$24,845,172.

Mr. Braswell said public safety had an increase of \$2,426,985 or 23 percent due to increased expenditures for police and fire departments.

Mr. Braswell said cultural and recreation had an increase of \$458,996 or 18.9 percent due to the increased spending for parks and recreation.

With regard to general government, Mr. Braswell commented expenditures were stable with very little fluctuation.

With regard to the City's enterprise funds, Mr. Braswell reported an increase in total net position of \$17,316,620. There was an overall \$17 million positive change in net position.

He explained net investment in capital assets is the total capital assets less all outstanding debt related to acquiring those assets plus any unspent debt proceeds. For enterprise funds, unrestricted net position is similar to fund balance available for appropriation.

With regard to the Water Fund, the unrestricted net position is down \$960,000 due to an increase in net investment in capital assets. Cash flows were down 16 percent due to increases in cash paid for goods and services. Mr. Braswell stated there was an overall positive change in net position of \$8 million due to capital contributions of project funds.

With regard to the Sewer Fund, the unrestricted net position is up \$1.1 million due to an increase in net investment in capital assets. Cash flows were down 46 percent due to an increase in cash paid for goods and services. Mr. Braswell stated there was an overall change in net position of \$7.4 million, mainly due to capital contributions of the project funds.

With regard to the Electric Fund, the unrestricted net position is down \$542,000 due to an increase in net investment in capital assets. Cash flows were up 336 percent due to a decrease in cash paid for goods and services.

Mr. Braswell stated there was an overall negative change in net position of \$268,000 due to transfers to other funds.

With regard to the Natural Gas Fund, the unrestricted net position is up \$702,000 due to an increase in capital assets. Cash flows were down 3 percent and comparable to previous year. Mr. Braswell stated there was an overall positive change in net position of \$2.06 million.

With regard to the Stormwater Fund, the unrestricted net position is up \$90,000. Cash flows were up \$383,000. Mr. Braswell stated there was an overall positive change in net position of \$111,000.

With regard to the Housing Fund, the unrestricted net position is down \$201,000 due to asset additions. Cash flows were down 721 percent compared to the previous year due to decreased cash received from customers. Mr. Braswell stated there was an overall positive change in net position of \$388,000 due to capital contributions.

Mr. Braswell recommended reading the Management's Discussion and Analysis included in the CAFR, which provides a narrative overview and analysis of the financial activities of the City of Shelby for the Fiscal Year ended June 30, 2019.

Upon questioning, Mr. Braswell responded the stabilization by State statute is basically the City's accounts receivable at June 30, 2019. These are funds not yet available per State statute because the money has not been received due to the 90-day revenue recognition principle. Therefore, it is not in cash spendable form.

Mr. Howell reminded Council should any questions regarding the audit arise, each member should feel free to reach out to Mr. Braswell for clarification. It is important for management and staff to provide Council the information, but in performing their fiduciary responsibilities to the citizens, Council should feel confident to follow-up with the outside auditor when questions or concerns arise.

Council received the information and took no action.

#### C. Public Comment:

- 1) Lawrence Henson who resides at 205 John E. Randall Road in Shelby, North Carolina and who represents the Neighborhood Revitalization Committee spoke against the demolition of 600 Calvary Street recommended by the Planning and Development Services Department.



Mr. Henson opposed Code Enforcement's determination that the dwelling was in a dilapidated condition and due to its dilapidation failed to comply with the City's Minimum Housing Code. Mr. Henson requested an extension of time to complete the required repairs to the dwelling.

- 2) Melvin Clark who resides at 116 Donlynn Drive in Shelby, North Carolina spoke about his concerns related to Willie Green as a minority business owner attempting to positively impact the City of Shelby and Cleveland County. Mr. Green has proposed Cleveland County Promise, Cleveland County Training School, a sports complex, and an apartment complex at 1607 East Dixon Boulevard and East Main Street, all of which have not come to fruition. Mr. Clark and his group meet and discuss these issues, seeking a clearer understanding as to why Mr. Green cannot get his proposals to succeed.

**D. Public Hearings:**

- 1) Consideration of a proposed ordinance amending the zoning map of the City of Shelby, North Carolina: Ordinance No. 81-2019

Mr. Toney introduced this proposed zoning map amendment for the property located at 506 to 514 West Dixon Boulevard. Utilizing location and zoning maps, he pointed to the subject property zoned as General Business (GB)-Conditional Use (CU) District which is currently a shopping center known as Huxley Village. This particular conditional use district permits all uses in the Neighborhood Business (NB) District and "thrift stores". The applicant wishes to expand the permitted uses in the shopping center. Mr. Toney stated other land uses in the area include the Residential 8 (R8) District and commercial. He further stated the proposed zoning map amendment is consistent with the Shelby Comprehensive Land Use Plan for this area designated as Corridor Revitalization.

Mr. Toney concluded by stating City staff and the Planning and Zoning Board recommended approval of the proposed zoning map amendment for the property located at 506 to 514 West Dixon Boulevard from General Business-Conditional Use District to General Business District.

Mayor Anthony opened the public hearing at 6:31 p.m. and invited comments from the public:

John Ferguson who resides at 221 Palmer Road in Lawndale, North Carolina spoke in support of his and his wife, Kristina Ferguson's proposed project for 506 to 514 West Dixon Boulevard. Mr. Ferguson read his prepared statement in which he said they chose Huxley Village Shopping Center as the most suitable location for their business. Mr. Ferguson added his proposition will

add value to the City by providing job creation, retail revitalization, and sales tax revenue. He requested Council's favorable consideration of the proposed zoning map amendment.

Mayor Anthony closed the public hearing at 6:34 p.m.

**ACTION TAKEN:** Upon a motion made by Mr. Hendrick, City Council voted unanimously to approve and adopt Ordinance No. 81-2019 entitled, "A PROPOSED ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF SHELBY, NORTH CAROLINA".

**E. Consent Agenda:**

**ACTION TAKEN:** Mayor Anthony presented the consent agenda. Mr. Hendrick made a motion to approve the consent agenda. The consent agenda and following items were unanimously approved:

- 1) Approval of the Minutes of the Regular Meeting of December 2, 2019
- 2) Approval of Special Event Permit Application:
  - a. Broad River European Classic, requested date: April 25, 2020
- 3) Adoption of an ordinance authorizing demolition of a dwelling: Ordinance No. 82-2019

**END CONSENT AGENDA**

**F. Unfinished Business: None**

**G. New Business: None**

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

- 1) With regard to the Uptown Shelby Streetscaping Project, Mr. Howell provided a brief update of the construction activities with plans to start on the Washington Street at Marion Street intersection on or about January 6, 2020.
- 2) Mr. Howell mentioned the T-Hangar Project at the Shelby-Cleveland County Regional Airport is complete and the well-attended ribbon cutting was held on December 10, 2019. He reported all 30 spaces in the T-hangars have deposits and will be at full capacity in the very near future.

- 3) With regard to the construction of Shell Building No. 3, Mr. Howell stated this project is moving forward and will be advertised for bid on January 6, 2020. It is anticipated a recommendation for the award of the construction contract will be presented to Council on February 17, 2020 for consideration.
- 4) Mr. Howell announced that Shelby will be the host city for the North Carolina Association of Municipal Electric Systems (NCAMES) annual conference from May 12 through 14, 2020 at the LeGrand Center.
- 5) Mr. Howell provided two dates for scheduling purposes of the City Council retreat: January 25 or February 1, 2020. By consensus, Council tentatively scheduled February 1, 2020 at 8:00 a.m. to be held at the Shelby Cleveland County Regional Airport for their annual retreat. He also requested Council's topics and subject matter for staff preparation and discussion at the retreat.

**I. Council Announcements and Remarks:**

- 1) Mrs. Arth Dukes requested the City's recycling program as a topic for the Council retreat.
- 2) Mr. Causby and Mr. Hopper congratulated the Shelby High School Golden Lions football team for winning their North Carolina High School Athletic Association 2019 2AA State Championship on December 14, 2019.
- 3) Mayor Anthony mentioned the Shelby Christmas parade held on December 15, 2019 had a large crowd in attendance along with a full contingent of City staff participating.

Mayor Anthony stated he intends to prepare a letter to the editor of the Shelby Star regarding the City's recycling program in order to provide some additional information on the City's intentions going forward.

**K. Adjournment:**

- 1) Motion to adjourn

**ACTION TAKEN:** Upon a motion made by Mr. White, City Council voted unanimously to adjourn the meeting at 6:44 p.m.

Respectfully submitted,

**Bernadette A. Parduski, NCCMC, MMC  
City Clerk**

**O. Stanhope Anthony III  
Mayor**

**Minutes of December 16, 2019**

**DRAFT**

City of Shelby  
Agenda Item Summary  
January 6, 2020  
City Hall Council Chamber

Agenda Item: B-2

2) Approval of Special Event Permit Application:

- a. Dr. Martin Luther King Jr. March, requested date: January 20, 2020

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

---

Summary of Available Information:

- Memorandum dated December 30, 2019 from Bernadette A. Parduski, City Clerk to Rick Howell, City Manager
- Memorandum 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 Engineering Services Ben Yarboro, Stormwater/Engineering Coordinator Tyler Brooks and Planning Director Walter Scharer
- Special Event Permit Application

---

City Manager's Recommendation / Comments

**This event is 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:** December 30, 2019  
**Re:** Special Event Permit Application

---

## BACKGROUND:

A Special Event Permit Application has been submitted for the following:

- ✓ Rev. Dr. Martin Luther King March, requested date: January 20, 2020

## REVIEW:

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

## RECOMMENDATION:

Please place the attached Special Event Permit Application on the Consent Agenda of January 6, 2020 for Council's review and approval.

## ATTACHMENT:

- A. Special Event Permit Application packet received December 13, 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, Stormwater/Engineering Coordinator Tyler Brooks, and Planning and Development Services Director Walt Scharer

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

**CC:** Rick Howell, City Manager

**Date:** December 16, 2019

**Re:** Special Event Permit Application

All:

Attached you will find a Special Event Permit Application submitted by Reverend Devoe and Mary Degree on behalf of the Cleveland County Branch NAACP, as follows:

- ✓ Rev. Dr. M. L. King March, requested date: January 20, 2020

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 January 6, 2020 meeting and recommended for approval unless you advise otherwise. If I do not hear from you by December 30, 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:**

Rev. Dr. M.L. King March held by the Cleveland  
County NAACP # 5379-B

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

Participants will gather at the Cleveland County Law Enforcement/  
Court House. Will march from their on the right hand side of the  
sidewalks to Shelby High School - Malcolm Brown Aud. Will respect each  
traffic light with the Assistance of Officer Durwin Briscoe and others.

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

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

**4. PLEASE INDICATE:**

Approximately how many people will attend the event? 250

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:

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

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

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



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

Name: Cleveland County Branch NAACP # 5379-B

Address: P. O. Box 2331

Phones: 704-418-4325 \_\_\_\_\_ 704-418-4325  
(Daytime) (Evening)

704-300-9833 (Mary Degree) - 704-300-9833  
r.devoe@aol.com S2degree@aol.com  
E-mail address

Name: Cleveland County Branch NAACP # 5379-B

Address: P. O. Box 2331 Shelby, NC 28151

Phones: 704-300-9833 \_\_\_\_\_ 704-300-9833  
(Daytime) (Evening)

Mary Degree  
S2 degree @ aol.com  
E-mail address

**6. PLEASE LIST THE FOLLOWING:**

Requested day(s) and date(s) Monday, January 20, 2020

Alternate day(s) and date(s) none

Requested hours of operation, from 10:30 (AM/PM) to 11:30 (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.

**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.

Will alcoholic beverages be served?     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?     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:     N/A      
Address:     A      
Phones:                     

Indicate medical services that will be provided for the event.

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

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

---

---

---

**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.

Mary G. Degree  
SIGNATURE

Mary G. Degree 704-300-9833  
APPLICANT PHONE

P.O. Box 2331 Shelby, NC 28151  
PHYSICAL ADDRESS

S2degree@aol.com / r.devae@aol.com  
E-MAIL ADDRESS  
Co-Chairperson of event Pres. Rev. R.E. Devae

12/13/19  
DATE

City of Shelby  
Agenda Item Summary  
January 6, 2020  
City Hall Council Chamber

Agenda Item: B-3

- 3) Approval of a resolution honoring Coach Mike Wilbanks and the Shelby High School 2019 Golden Lions Football Team: Resolution No. 1-2020

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

---

Summary of Available Information:

- Resolution No. 1-2020

---

City Manager's Recommendation / Comments

Resolution No. 1-2020 is drafted for Council consideration via the Consent Agenda. Following the championship win by Shelby High School I asked the City Clerk to “dust off” and update this resolution for consideration. It is in keeping with past City Council practice and custom to recognize local high school athletic teams and individuals that have achieved State Championships. It is anticipated that Coach Wilbanks and the team will be invited to a future City Council meeting so they can be formally recognized.

**It is recommended that Resolution No. 1-2020 be adopted and approved via the Consent Agenda.**

**RESOLUTION NO. 1-2020**

**A RESOLUTION HONORING COACH MIKE WILBANKS AND  
THE SHELBY HIGH SCHOOL 2019 GOLDEN LIONS FOOTBALL TEAM**

**WHEREAS**, the Shelby High School Golden Lions football teams traditionally have exemplified good sportsmanship and performance excellence wherever they have played; and,

**WHEREAS**, Shelby High School captured its second straight 2AA State Championship on December 14, 2019 when the Golden Lions met the Salisbury High School Hornets at Wake Forest University's BB & T Field in Winston-Salem, North Carolina and won the North Carolina High School Athletic Association's (NCHSAA) 2019 2AA State Championship game; and,

**WHEREAS**, this title represents the 16<sup>th</sup> State Championship in Shelby High School history and is the sixth in the past seven years; and,

**WHEREAS**, the Shelby Golden Lions possess the most overall football wins in the State of North Carolina and have also established playoff performance records that are astounding, including most playoff appearances; and,

**WHEREAS**, the accomplishments of the Shelby High School 2019 Golden Lions football team have brought significant recognition to the City of Shelby and the Cleveland County School System.

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

**SECTION 1.** The Mayor and City Council publicly recognize and applaud the 2019 Shelby Golden Lions, Head Coach Mike Wilbanks, and the coaching staff of Shelby High School for their outstanding season and 2AA NCHSAA Football State Championship.

**SECTION 2.** That this Resolution be spread upon the permanent Minutes of the City Council, and that an official copy of this Resolution is presented to Coach Wilbanks and the team with congratulations and pride.

Adopted and approved this 6<sup>th</sup> day of January 2020.

---

O. Stanhope Anthony III  
Mayor

ATTEST:

---

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

City of Shelby  
Agenda Item Summary  
January 6, 2020  
City Hall Council Chamber

**Agenda Item: B-4**

- 4) Approval of a resolution approving application to Watch for Me NC:  
Resolution No. 2-2020

**Consent Agenda Item: (Staff Resource, Walter Scharer, Planning Director)**

---

Summary of Available Information:

- Memorandum dated December 27, 2019 from Walter Scharer, Planning Director to Rick Howell, City Manager
- Resolution No. 2-2020

---

City Manager's Recommendation / Comments

Resolution No. 2-2020 is presented for City Council consideration at this time via the Consent Agenda. If approved this resolution would authorize the City to make application on behalf of the City to again apply to this NCDOT program in 2020. Below is an excerpt from a 2019 press release put out by NCDOT explaining the program.

**It is my recommendation Resolution No. 2-2020 be adopted and approved by City Council at this time via the Consent Agenda.**

RALEIGH – North Carolina communities interested in participating in the 2019 Watch for Me NC safety program may now submit applications to the N.C. Department of Transportation.

The nationally-recognized program focuses on bicycle and pedestrian safety, education and enforcement. The 2019 campaign is supported by the Governor's Highway Safety Program in partnership with the NCDOT Division of Bicycle and Pedestrian Transportation.

“Watch for Me NC delivers hands-on training to law enforcement while also educating the public as both must be engaged and informed in the process to improve bicycle and pedestrian safety,” said Ed Johnson, Watch for Me NC program manager. “Our goal is to reduce severe crashes and injuries in our communities through law enforcement training, public education, materials and technical support.”

Communities selected to participate will receive free law enforcement training, technical assistance and safety tools provided by NCDOT and the UNC Highway Safety Research Center.

Some materials include bicycle lights, reflective arm bands, bumper stickers, brochures, posters and banners with pedestrian and bicycle safety messages. Communities may also be eligible to receive advertising such as radio, transit ads, and sidewalk stencils. Local government applicants should be able to demonstrate support from local law enforcement agencies, and if applicable campus police, plus the capacity to participate fully in the program.



## **Memorandum**

To: Rick Howell - City Manager  
From: Walter Scharer – Planning Director  
Date: December 27, 2020  
Subject: Watch for Me NC Program

### Executive Summary of issue – Background

Communities throughout North Carolina have begun to place more emphasis on providing facilities for biking and walking. A desire for improved modal choices, the demand for more bikeable and walkable communities and a focus on smart growth initiatives have combined to highlight the need for better, more complete bicycle and pedestrian transportation systems. However, each year, approximately 3,000 pedestrians and 850 bicyclists are hit by cars on North Carolina Streets. Watch for Me NC is a comprehensive program, run by the North Carolina Department of Transportation (NCDOT) in partnership with local communities, aimed at reducing the number of pedestrians and bicyclists hit and injured in crashes with vehicles.

The Watch for Me NC program involves two key elements: 1) safety and educational messages directed toward drivers, pedestrians and bicyclists, and 2) high visibility enforcement efforts by area police to reduce violations of traffic safety laws. Local programs are typically led by municipal, county, or regional government staff with the involvement of many others, including pedestrian and bicycle advocates, city planners, law enforcement agencies, engineers, public health professionals, elected officials, school administrators, and others.

### Review and Comments

The City of Shelby was accepted into the Watch for Me NC program in 2019. The rail trail will provide a great opportunity to incorporate bicycle facilities into the transportation thread of the community. Staff recommends continuing the Watch for Me NC program to continue education of safely being a Bicyclist and Pedestrian as well as a safe Driver.

Policy 1.7 of the Strategic Growth Plan (2005) supports bicycle and pedestrian safety. “Pedestrian and bikeway facilities shall be encouraged as energy-efficient, healthful, and environmentally sound alternatives to the automobile.”

The Watch for Me NC program is also consistent with the policies and recommendations found in the Comprehensive Pedestrian Plan as well as the Comprehensive Land Use Plan.

Staff recommends this resolution authorizing an application for the Watch for Me NC Program in 2020.

Please place this item on the agenda for the January 6, 2020 City Council meeting.

**Attachment: Resolution**

**RESOLUTION NO. 2-2020**

**A RESOLUTION APPROVING APPLICATION TO WATCH FOR ME NC**

**WHEREAS**, The Watch for Me NC program is aimed at reducing the number of pedestrians and bicyclists hit and injured in crashes with vehicles; and,

**WHEREAS**, Watch for Me NC will assist the City in meeting Goal 6 of the Shelby Comprehensive Land Use Plan; and,

**WHEREAS**, Watch for Me NC will assist the City in meeting the goals of the Shelby Comprehensive Pedestrian Plan; and,

**WHEREAS**, Watch for Me NC will assist the City in meeting the Strategic Growth Plan Policy 1.7. Pedestrian and bikeway facilities shall be encouraged as energy-efficient, healthful, and environmentally sound alternatives to the automobile in the SGP; and,

**WHEREAS**, Watch for Me NC will assist the City in meeting the Strategic Growth Plan Policy 13.3. The City of Shelby shall encourage growth and development patterns that work to reduce dependence on the automobile, thereby reducing air pollution emissions in the SGP; and,

**WHEREAS**, Watch for Me NC will assist the City in meeting the NC Vision Zero initiative of eliminating roadway deaths and injuries.

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

**Section 1.** The City Manager of the City of Shelby is authorized to execute all documents necessary to apply to Watch for Me NC.

**ADOPTED AND APPROVED** this the 6<sup>th</sup> day of January 2020.

---

O. Stanhope Anthony III  
Mayor

ATTEST:

---

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



City of Shelby  
Agenda Item Summary  
January 6, 2020  
City Hall Council Chamber

**Agenda Item: B-5**

- 5) Approval of Notice of Cancellation in the Regular Meeting Schedule of Shelby City Council

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

---

Summary of Available Information:

- Notice of Cancellation

---

City Manager's Recommendation / Comments

After reviewing with staff the upcoming agenda schedule and any upcoming items requiring action by City Council it is my recommendation that the regular meeting slated for Monday, January 20, 2020 (Dr. Martin Luther King Jr. Day) be cancelled via the Consent Agenda. As a matter of practice agenda items are scheduled and planned weeks in advance for most items to allow the appropriate review process to occur. I would note that in the event an issue arises that would require immediate action by City Council a special meeting could be called in accordance with the NC General Statutes. If approved by City Council your next regularly scheduled meeting would be held on Monday, February 3, 2020. Also, note that City offices and some services exclusive of public safety will be closed on Monday, January 20, 2020 in observance of Dr. Martin Luther King, Jr. Day.



Post Office Box 207 • Shelby, NC 28151-0207

**Office of the Mayor**

**Notice of Cancellation  
in the  
Regular Meeting Schedule  
of  
Shelby City Council**

This notice is to inform the general public and the media, and is conducted in accordance with the mandates of North Carolina General Statutes 160A-71 and 143-318.12 (a), that the regularly scheduled Shelby City Council meeting of January 20, 2020 has been cancelled in observance of the City's Martin Luther King Jr. holiday.

The regular meeting schedule, as adopted by the Council, remains in place for all other regular meetings of the Council and will resume:

**Monday, February 3, 2020, at 6:00 p.m.  
City Hall Council Chamber  
300 South Washington Street  
Shelby, North Carolina**

**Dated: January 6, 2020**

**O. Stanhope Anthony III  
Mayor**

City of Shelby  
Agenda Item Summary  
January 6, 2020  
City Hall Council Chamber

**C. Unfinished Business**

**Agenda Item C-1**

- 1) Adoption of Fiscal Year (FY) 2019-2020 Budget Ordinance Amendment No. 10:  
Ordinance No. 1-2020

**Unfinished Business Item: (Rick Howell, City Manager and Justin Merritt,  
Assistant City Manager/Finance Director)**

---

Summary of Available Information:

- Memorandum dated December 17, 2019 from Justin Merritt, Assistant City Manager/ Director of Finance to Rick Howell, City Manager
- Copy of Resolution No. 62-2013 with Incentive Agreement and other supporting documents
- Letter dated October 7, 2019 from The Greenheck Group to City Manager with Tax Rebate Request #5 and Incentive Grant Payment Schedule
- Ordinance No. 1-2020

---

City Manager's Recommendation / Comments

This item is presented for City Council consideration at this time. If approved this amendment would formally appropriate the incentive grant for Tax Year 2019. Future payments will be made as the grant recipient requests payment after complying with the provisions of the adopted agreement. This is year five of a seven year agreement with Greenheck Fan Corporation at their location (2000 Partnership Drive) in the Foothills Commerce Center. The approved grant covers a seven year period at 65% grant incentive payment back to the company.

As a reminder to Council you will recall that companies awarded incentive grants must pay in full all tax and other bills owed to the City prior to making a request. It is the responsibility of the company to certify to the City they have done so with written verification coming from the Cleveland County Tax Office. Council must then approve this budget amendment appropriating the amount due. Only then will the City pay the incentive grant.

**It is my recommendation Ordinance No. 1-2020 be adopted and approved by City Council at this time.**



To: Rick Howell, City Manager  
From: Justin Merritt, Asst. City Manager/Dir. of Finance  
Date: December 17, 2019  
Subject: Greenheck Fan Corporation Industrial Incentive Grant Distribution

Background:

As you are aware, the City of Shelby entered into an agreement with Greenheck Fan Corporation to provide Industrial Incentive Grants upon completion of certain grant requirements. The agreements are attached and detail the guidelines of the grant program.

Greenheck Fan Corporation has now met the requirements for year five of the grant payment and has asked for the distribution to be made.

Recommendation:

The recommendation from staff is to approve the attached budget amendment, which will allow for distribution of year five of the grant incentive.

RESOLUTION NO. 62-2013

A RESOLUTION CONFIRMING THE CITY OF SHELBY  
INTENT TO OFFER AN ECONOMIC DEVELOPMENT INCENTIVE GRANT  
AND RELATED INCENTIVES

WHEREAS, on the City of Shelby has established the practice of offering economic development incentives for the purpose of promoting the economic health and vitality of the community, and,

WHEREAS, the Cleveland County Economic Development Partnership has presented a qualifying economic development project named "Project Lakewood" (the "Project") with an total expected investment valued at \$26 Million of net new investment which shall be eligible for incentives through the policy and create 177 new full time jobs; and,

WHEREAS, the City Council believes that Project Lakewood will stimulate and provide stability for the local economy, will provide local economic benefits for the citizens of the City of Shelby through an increase in sales tax revenues, increased personal property tax revenues, increased purchases of local goods and services, increased revenues from having the project as a new customer of the City for water and sewer services and natural gas service, and will result in the creation of a substantial number of new full-time permanent jobs; and

WHEREAS, the City Manager and the Cleveland County Economic Development Partnership have determined that the Project meets the goals set forth by City Council including job creation and capital investment.

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

Section 1. In accordance with the City's economic development incentive practices, the City Council extends to the Project by agreement the offer to provide annual grants with an amount equal to an estimated \$514,000 paid over a period of 7 years along with an upfront, one-time cash grant in the amount of \$150,000. Additionally, the City Council approves the City's extensions of the existing street system within the Foothills Commerce Center ("FCC"), the gifting of approximately 20 acres within the "FCC" as well as the option by the company to be gifted an additional 12 acres within the "FCC" under the terms of the agreement. The grant award is subject to execution of a legal agreement drafted in accordance with the provisions of North Carolina General Statute § 158-7.1, said agreement describing the Project and stating expected benchmarks and recourse for non-compliance. The City Manager and City Attorney were hereby authorized and directed to negotiate the language of said legal agreement for presentation to and final approval by the City Council, and to record the approved agreement in the Office of the Register of Deeds for Cleveland County.

Section 2. The Mayor and City Clerk of the City of Shelby are hereby authorized and directed to execute the agreement specified in Section 1 of this resolution on behalf of the City.

Resolution No. 62-2013  
October 7, 2013  
Page 3

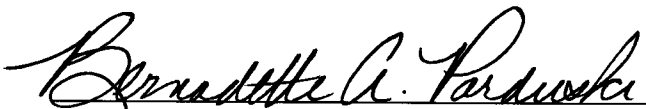
Section 3. This resolution shall become effective upon its adoption and approval.

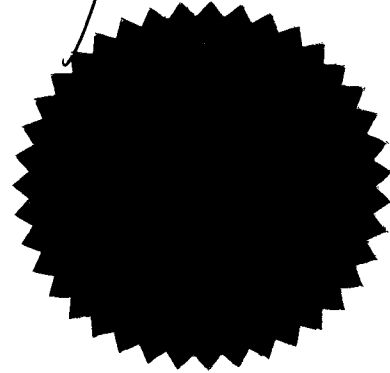
Adopted and approved this the 7<sup>th</sup> day of October 2013.



\_\_\_\_\_  
O. Stanhope Anthony III  
Mayor

ATTEST:

  
\_\_\_\_\_  
Bernadette A. Parduski, NCCMC, MMC  
City Clerk



## INCENTIVE AGREEMENT

This **Incentive Agreement** (the "Agreement") is made and entered into as of the 7th day of October, 2013, by and between **CITY OF SHELBY, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the "City") and **GREENHECK FAN CORPORATION**, a business corporation of the State of Wisconsin (the "Company"). The City and the Company may from time to time hereinafter be referred to individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

WHEREAS, the Local Development Act of 1925, as amended, (Article 1 of Chapter 158 of the North Carolina General Statutes) grants cities the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the city or for other purposes which the city's governing body finds in its discretion, will increase the population, taxable property base and business prospects of the city; and,

WHEREAS, the City council of the City of Shelby (the "Council"), pursuant to North Carolina law, has adopted the City of Shelby Industrial Incentive Program (the "Program"), duly adopted and enforced at the time of this Agreement, in order to induce existing industry to expand in the City and target new industries to locate in the City, through the provision of various incentives including the payment of a stipulated incentive grant amount from the City's General Fund (the "General Fund"), as determined in accordance with the provisions of the Program; and,

WHEREAS, the Company contemplates the construction and equipping of an approximately 150,000 square foot building in Phase I of its Project, to be located in the Foothills Commerce Center Park located in the City of Shelby, North Carolina, (the "Project"); and,

WHEREAS, the Company intends to create approximately one hundred seventy seven (177) new, permanent full-time jobs during the first five (5) years of this Agreement at the Project; and,

WHEREAS, the entire Project will include buildings and the installation of machinery and equipment with a total initial investment of approximately Twenty Six Million Dollars (\$26,000,000.00) in the County; and,

WHEREAS, the Council has determined following a public hearing on October 7, 2013, that the Company meets the criteria for participation in the Program due to the planned construction and operation of the Project, which will increase the population, taxable property base and business prospects of the City, and that certain incentives for the Project (the "Incentives") will encourage the Company to expand its operations in the area, and that it is in the public interest to provide assistance as authorized by the North Carolina General Statutes § 158-7.1; and



WHEREAS, the Company acknowledges that the Incentives will serve as an inducement for the Company to construct and operate the Project in the City;

NOW, THEREFORE, in consideration of the reasons recited above, and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do each contract and agree as follows:

Incentive Number One

The City shall make a one-time Grant to the Company of One Hundred Fifty Thousand Dollars (\$150,000.00) to be used by the Company for site preparation at the Project. This Grant shall be made to the Company within fifteen (15) days of commencement of grading at the Project site. If the Company does not begin operation of the Project within twenty four (24) months of the date of this Agreement, then the Company shall repay the One Hundred Fifty Thousand Dollars (\$150,000.00) to the City within fifteen (15) days of the expiration of the twenty four (24) months.

Incentive Number Two

2.1 Incentive Grant Criteria

The Company shall comply with the following conditions (the “Grant Criteria”) in order to qualify for Incentive Grants pursuant to this Agreement.

- a. The Company shall begin construction of the Project within twelve (12) months of the execution of this Agreement.
- b. The Company shall maintain its investment in the City for the duration of the Grant Term (hereinafter defined).
- c. The Company shall operate the Project substantially in compliance with all laws, rules, regulations, ordinances, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.
- d. The City shall not be responsible for any aspect of the design or equipping of the Project.
- e. The Company shall be current in the payment of all ad valorem taxes and fees imposed on the Company by the City of Shelby and Cleveland County.
- f. The Company shall conduct operations at the Project in such manner as to be in material compliance with applicable Federal, State and local environmental regulations.

## 2.2 Certification of Grant Criteria by the Company.

- a. In each year of the Grant Term, the Company shall request payment of an Incentive Grant from the City. This request for payment can be made at any time after the Company has paid all local ad valorem taxes for the current tax year. In connection with each request for payment of the Incentive Grant, the Company shall deliver to the City's Finance Director a performance letter certifying that in the prior year, (or the current year if the request is made between July 1 and December 31 of the tax year) the Company (i) satisfied all of the Grant Criteria, (ii) agreed to the Assessed Value (hereinafter defined) of the Project as determined by the Cleveland County Tax Assessor; and (iii) paid all applicable local taxes on the Assessed Value of the Project. If in any year of the Grant Term, the Company fails to request payment from the City of the Incentive Grant for that year, the Company forfeits absolutely its right to the Incentive Grant for that year.
- b. Upon receipt of such certification from the Company, the Cleveland County Tax Assessor shall determine, as of January 1<sup>st</sup> for each year of the Grant Term, the total new property invested in the Project that is subject to ad valorem property taxes in the City (the "Taxable Investment") and the assessed value of the Taxable Investment (the "Assessed Value").
- c. The Company agrees to cooperate with the Cleveland County Tax Assessor and the City by providing such information and access to the Company's records as may be necessary to verify and substantiate initial and ongoing compliance with the Grant Criteria. If the City is unable to independently verify compliance with the Grant Criteria upon exercise of reasonable effort, then the City shall provide thirty (30) days written notice to the Company of the additional information needed to ascertain compliance. If the Company does not provide such additional information, and such additional information is necessary to ascertain its compliance with this Agreement, to the City before the expiration of this thirty (30) day period, the City may immediately terminate this Agreement. To the full extent allowed by law, such information shall be kept confidential by the City and shall remain the property of the Company to be returned after the City's review.
- d. The Company acknowledges that it has been informed by the City that the City is required by law, upon request, to disclose "Public Records" as that term is defined by N. C. Gen. Stat. § 132.1. Notwithstanding the immediately preceding sentence, the City acknowledges that some or all of the information made available by the Company to the City pursuant to this Agreement may be exempt from disclosure as a "Public Record" pursuant to N. C. Gen. Stat. §§ 132-1.2, 132-6(d), and that all such information is proprietary. Some or all of the information made available to the City pursuant to this Agreement may be designated by the Company as confidential and as a trade secret at the time of disclosure to the City. The City, to the fullest extent allowed by state law, will hold such designated information as confidential. The City shall, if it receives

a request for disclosure of any such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a Public Record, and the City shall refrain from making any such disclosures unless or until it (i) receives the Company's written permission to do so; or (ii) is compelled to do so by the final order of a court of competent jurisdiction. The Company shall have the right to direct any litigation of such dispute and shall indemnify the City for any legal fees and expenses incurred by the City in opposing such request for disclosure. The Company acknowledges that the City has met the disclosure requirements set forth in N. C. Gen. Stat. § 132-1.11(b).

### 2.3 Grant Term and Payment of Incentive Grants.

- a. Grant Term. The Grant Term will begin upon the issuance of a certificate of occupancy for the Project and upon verification that the Company has (i) satisfied all Grant Criteria, (ii) agreed to the Assessed Value of the Project as determined by Cleveland County's Tax Assessor, and (iii) paid all applicable local ad valorem taxes and fees. The Grant Term will continue for seven (7) calendar years following initial verification as long as the Grant Criteria remain satisfied.
- b. Between January 1<sup>st</sup> and March 31<sup>st</sup> of each year of the Grant Term, the City shall make an Incentive Grant payment to the Company in an annual amount equal to sixty five per cent (65%) of the City ad valorem taxes (with the current rate being \$0.435 per \$100.00 valuation) on real and personal property paid on the Project by the Company to the City during the preceding calendar year, as long as the Company remains compliant with this Agreement.

- 2.4 Termination upon Failure to Pay Ad Valorem Taxes. If the Company at any time during the Grant Term fails to pay all applicable ad valorem taxes when due, then the City shall provide thirty (30) days written notice to the Company stating that the ad valorem taxes are delinquent. If the taxes have not been paid upon the expiration of such thirty (30) day period of the Company's receipt of notice, then the City may terminate this Agreement and have no further obligation to the Company for the payment of any Incentive Grant.

### Incentive Number Three

- 3.1 Conveyance of Real Property. Within sixty (60) days of the execution of this Agreement by both parties, the City will convey to the Company by General Warranty Deed, and free of all encumbrances (with the exception of utility easements) an approximately twenty (20) acre tract of land located in the Foothills Commerce Center Park (the "Property"), said tract to be surveyed at the expense of the City.

The Company shall have no obligation to accept title to the Property unless and until (a) The Company is satisfied in all respects with its due diligence investigation of the

Property including, without limitation, all title, survey, geotechnical and environmental matters related thereto; (b) the City is not in default of the performance of any covenant or agreement to be performed as of the date of Closing by the city as set forth in this Agreement; and (c) the Company has confirmed that its use of the Property for the Project will not violate any private restrictions, zoning ordinances or governmental regulations then in effect on the date of Closing. Once the Company has determined that the conditions set forth in clauses (a), (b) and (c) preceding have been satisfied (or have been waived in whole or in part by the Company in its sole discretion), the Company shall give notice (the "Closing Notice") to the City that it is ready to close on the conveyance of the Property. The Company must give the Closing Notice within sixty (60) days of the execution of this Agreement by both parties. The City agrees to deliver the General Warranty Deed to the Property in the manner set forth in this Section 3.1 on a date that is no more than ten (10) business days following the date of the Closing Notice (the "Closing").

The City represents to the Company that the Property now is, and at Closing will be, in full compliance with all applicable zoning and land use laws and other local, state and federal laws and regulations and the City does not have knowledge of any proposed change in any such code, law or regulation which would interfere with the Company's proposed use of the Property for the Project.

The City represents to the Company that no person, firm or entity has any rights to acquire or to lease all or any portion of the Property or to otherwise obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter or rights of first offer relating to the Property or any interest therein.

Upon Closing and conveyance of the Property from the City to the Company, the City shall indemnify, defend and hold the Company harmless from any claim, liability or cause of action that relates to a period of time prior to the Closing and the Company shall indemnify, defend and hold the City harmless from any claim, liability or cause of action that relates to any period of time following the Closing.

All representations, warranties and indemnities made and given by the Parties in this Agreement shall survive the Closing.

- 3.2 Commencement and Completion of the Project. The Company agrees to commence construction of the Project within twelve (12) months of the execution of this Agreement by both parties, and to complete construction of the Project within twenty four (24) months of the execution of this Agreement by both parties. For the purposes of the foregoing (a) the term "commence construction" shall mean that applicable permits for the Project have been obtained and the Company's chosen contractor has begun grading the site of the Project and (b) the term "complete construction" means that the Project has been completed and the Company has received a certificate of occupancy.

3.3 Re-conveyance of Real Property. In the event the Company does not comply with the provisions of paragraph 2.2 above, the Company agrees to either (a) re-convey to the City by General Warranty Deed, and free of all contractual obligations, claims, liens proceeding and encumbrances (with the exception of utility easements and any matter consented to by the City), the Property conveyed by the City to the Company as described in paragraph 3.1 above; or (b) pay to the City an amount equal to the appraised value of the Property by the City (the "Agreed Price"). The option to select the remedy in clauses (a) or (b) preceding may be made by the Company in its sole and absolute discretion; provided, that the Company may not select option (b) if it has, in fact, on the date of non-compliance with the provisions of paragraph 3.2 above, abandoned the Property and notified the City that it will not use the Property for the Project.

3.4 Option to Obtain Additional Real Property. The City hereby grants to the Company an option for three (3) years from the date of this Agreement to obtain an additional approximately twelve (12) acre tract adjacent to the twenty (20) acres described in paragraph 3.1. The twelve (12) acre tract will be surveyed at the expense of the City at the same time the twenty (20) acres are surveyed.

If, within the three (3) year option period, the Company makes a capital investment of at least Eight Million Dollars (\$8,000,000.00) in the Project and starts construction of at least a one hundred thousand (100,000) square-foot building on said twelve (12) acres, the City will convey to the Company by General Warranty Deed, and free of all encumbrances (with the exception of utility easements), the said twelve (12) acre tract.

If the Company does not start construction on the twelve (12) acre tract within the three (3) year option period, then, and in that event, the City grants to the Company an additional three (3) year option to purchase the said twelve (12) acre tract for Eighteen Thousand Dollars (\$18,000.00) per acre.

Incentive Number Four.

Building permit and inspection fees will not be charged to the Company.

Incentive Number Five.

Water and Sewer tap and service fees will not be charged to the Company.

Incentive Number Six.

Partnership Way and Commerce Center Drive will be extended by the City, at its expense, to an agreed upon point at the Property.

7 Notice. Formal notices, demands, and communications between the City and the Company shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or by a

nationally recognized overnight courier to the principal offices of the City and the Company. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder.

**If to City:**

City of Shelby  
Shelby City Hall  
Attn: City Manager  
300 South Washington Street  
Shelby, NC 28150

**With copy that shall not constitute notice to:**

Robert W. Yelton  
Yelton, Farfour & Fite, P.A.  
P O Box 1329  
Shelby, NC 28151-1329

**If to the Company:**

Greenheck Fan Corporation  
Attn: Jeff Lamer  
400 Ross Avenue  
Schofield, WI 54476

- 8 Parties. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors in interest.
- 9 Complete Agreement. This Agreement contains the entire agreement between the Parties and there are no other representations, inducements, or other provisions other than those expressed in this writing. If this Agreement or any provision hereof is determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, then the remainder of this Agreement will remain valid and enforceable.
- 10 Amendments to Agreement. This Agreement may only be modified, altered or amended by mutual written consent of the Parties.
- 11 Termination. Except as otherwise provided herein, this Agreement shall terminate on December 31<sup>st</sup> of the last year of the Grant Term.
- 12 Assignment. No Party shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.
- 13 Event of Default. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant

to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- a. If the Company shall fail to observe and perform any material provision of this Agreement and such failure shall continue for a period of thirty (30) or more days after the giving by the City of written notice of such failure to the Company; or
- b. If any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by the Company to the City in connection with the transaction described in this Agreement shall be false or misleading in any material respect when given; or
- c. If the Company shall be unable to pay its debts generally as they become due; files a petition in bankruptcy; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or a substantial part of its property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws; or
- d. If a court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of the Company or of the whole or any substantial part of its properties, or approve a petition filed against the Company under the federal bankruptcy laws; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of its properties.

- 14 Statutory Authority for Incentive Grant. Both the Company and the City acknowledge that any and all monies appropriated and expended by the City for local economic development incentives as provided in this Agreement are for a bona fide public purpose and are expended in good faith reliance on N. C. Gen. Stat. § 158-7.1. In the event a court of competent jurisdiction, after final appeal, rules in a lawsuit to which either the Company or the City is a party, that the monies expended by the City pursuant to this Agreement were not offered and accepted in good faith and pursuant to and in compliance with N. C. Gen. Stat. §158-7.1 and, further, that such monies must be repaid, the Company will make such repayment. Further, if any elected officials of the City are found by a court of competent jurisdiction, after final appeal, to be personally liable for any of the monies so expended, and such liability is not covered by the City's public officials' liability insurance, then the Company will indemnify such elected officials individually to the extent of the monies received by the Company pursuant to this Agreement, but exclusive of court costs and attorney fees. The City agrees to maintain adequate public official liability coverage, consistent with that maintained by other similarly situated cities in North Carolina. The City agrees to require that its insurer(s) providing such coverage waive any subrogation rights it or they may have against the Company in connection with such coverage, and the City waives (on behalf of itself and its insurer) any claim or

subrogation rights against the Company to the extent covered by such insurance coverage. In the event any lawsuit is brought against the City or any elected official of the City challenging the legality of this Agreement, then the City shall exercise its best efforts to defend against any such lawsuit, including appealing any adverse judgment to the appropriate court. The indemnification arising under this Article shall survive this Agreement's termination. The indemnification by the Company shall not apply if neither the Company nor any of its representatives participated in the improper acts of the City officials.

- 15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Cleveland County.
- 16 Captions, Heading, Titles. Any paragraph headings contained in this Agreement are for convenience only and in no way enlarge or limit the scope or meaning of the various and several paragraphs contained herein.

*(The remainder of this page has been intentionally left blank.)*

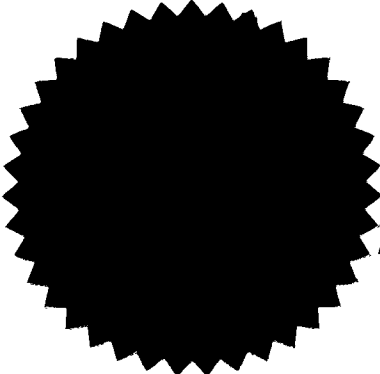


IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

CITY OF SHELBY, NORTH CAROLINA

Attest:  
By: Bernadette A. Parduski  
Bernadette A. Parduski, MMC,  
City Clerk

By: [Signature]  
O. Stanhope Anthony, III,  
Mayor



*[Remaining signature page to follow.]*

ATTEST:

By: Jonine Kelen

**GREENHECK FAN CORPORATION**

By: MARCE A. ESPINOZA

Name: MARCE A. ESPINOZA

Title: ASST. GENERAL COUNSEL

**COPY**

**Shelby**  
NORTH CAROLINA



Post Office Box 207 • Shelby, NC 28151-0207

**Office of the City Clerk**

October 8, 2013

Mr. Jeff Lamer  
Greenheck Fan Corporation  
400 Ross Avenue  
Schofield, WI 54476

Re: Incentive Agreement between the City of Shelby and Greenheck Fan Corporation

Dear Mr. Lamer:


Welcome to Shelby and Cleveland County, North Carolina!

Shelby City Council officially approved the enclosed Incentive Agreement on October 7, 2013. Please fully execute all three original agreements on Page 11 and return two to me at your earliest convenience. Kindly retain one agreement, along with a copy of Resolution No. 62-2013, for your file. Upon receipt of the agreements, I will record one with the Cleveland County Register of Deeds Office.

If you need further assistance or information, please do not hesitate to contact me.

Thank you for your time and attention. We look forward to Greenheck Fan's expansion and progress in North Carolina.

Best regards,

  
Bernadette A. Parduski  
City Clerk

Enclosures

# News Release

FOR IMMEDIATE RELEASE: October 4, 2013



## Fan Manufacturer Expansion Brings 184 Jobs to Cleveland County

SHELBY, NC – Gov. Pat McCrory and North Carolina Commerce Secretary Sharon Decker were in Cleveland County today to announce that Greenheck Fan Corporation, a leading manufacturer of air movement and control equipment, will expand its operations and locate a new facility in Cleveland County. The announcement was made possible in part by a \$300,000 grant from the One North Carolina Fund.

“Our first priority is creating jobs. North Carolina’s workforce continues to be a selling point for advanced manufacturers like Greenheck,” said Governor McCrory. “We must continue to support education and job training programs in order for North Carolina to compete in this global economy.”

Greenheck Fan Corporation is a broad spectrum manufacturer of commercial and industrial air movement and control equipment headquartered in Schofield, Wisconsin. Greenheck brand products including; fans and ventilators, centrifugal and vane axial fans, dampers, louvers, laboratory exhaust systems, energy recovery products, indoor air handling units and coils are shipped to customers around the globe.

“Cleveland County has a proud manufacturing heritage,” said Rep. Tim Moore. “Helping our region’s manufacturing industry grow is an important part of mine and Governor McCrory’s overall economic development strategy.”

The company plans to invest \$30 million and create 184 new jobs during the next five years in Shelby. Greenheck Fan Corporation will establish a new manufacturing facility on Artee Road in Shelby. While salaries will vary by job function, the average annual payroll is estimated to be more than \$5.7 million plus benefits. Greenheck currently employs more than 116 people in North Carolina at their current manufacturing facility in Kings Mountain.

“Companies like Greenheck Fan Corporation know Cleveland County’s skilled workforce gives them a competitive edge,” said Sen. Warren Daniel. “I’m confident the company has made a good choice, and the good folks of Shelby and the surrounding areas can provide a productive work force.”

Other partners who helped make this announcement possible include the N.C. Department of Commerce, N.C. Community Colleges, Cleveland County, City of Shelby, Cleveland County Economic Development Partnership and Gardner Webb University.

For more information about Greenheck Fan Corporation, including job opportunities, go to [www.greenheck.com](http://www.greenheck.com).

###

# **PROJECT LAKEWOOD (GREENHECK FAN CORPORATION)**

## **Economic Development Announcement**

**Friday ~ October 4, 2013**

**Press Conference Begins: 1:00 pm (or upon Governor's arrival)**

**Location: Foothills Commerce Center, Shelby**

**Welcome & Opening Remarks.....Stan Anthony**  
Mayor, City of Shelby

**Introduction of Governor Pat McCroy ..... Eddie Holbrook**  
Cleveland County Board of Commissioners

**Job Announcement & Gift Presentation ..... Pat McCroy**  
Governor of North Carolina

### **Unrolling of Banner & Building Site Plans**

**Client Remarks.....Tim Kilgore**  
President, CVI Business Unit  
**Jon Krueger**  
Executive VP/HR

**Introduction of State & Elected Officials.....Eddie Holbrook**  
County Commissioner

1. **Senator Kay Hagan**
2. **Senator Richard Burr**
3. **US Representative Patrick McHenry**
4. **Senator Phil Berger**
5. **Speaker Thom Tillis**
- 
6. **State Senator Warren Daniel**
7. **State Rep Tim Moore**
8. **State Rep Kelly Hastings**

#### **Please include the following:**

- County Elected Officials**
- Mayors and City Elected Officials**
- Former State Rep., Jack Hunt**
- NCDOC (Secretary Sharon Decker and Uconda Dunn)**

**Presentation of Gift From County.....Ronnie Hawkins**  
Chair, Cleveland County Board of Commissioners

**Congratulatory Comments / Presentation of Gift from City .....Stan Anthony**  
Mayor, City of Shelby

**Closing Remarks.....Eddie Holbrook**  
Cleveland County Board of Commissioners

**\*\*Champagne Toast followed by ceremony - Mayor Anthony will initiate toast**

# The Greenheck Group

Greenheck • Aiolite • Accurex • Unison • Innovent • Valent • Precision Coils

October 7, 2019

City of Shelby  
Shelby City Hall  
Attn: City Manager  
300 South Washington Street  
Shelby, NC 28150

RE: Project Lakewood City of Shelby Incentive Grant Program

Dear City Manager,

In accordance with the terms of the Incentive Agreement (“Agreement”) dated October 7, 2013 between the City of Shelby and our company we are providing the attached information supporting our request for payment under the agreement.

Attached you will find an exhibit that outlines the net taxable investment and our calculation of the amount of the grant reimbursement that our company has earned. All grant criteria have been met under the terms of the Agreement and we have remitted payment for all of the taxes due.

Thank you for your help and please do not hesitate to contact me with questions related to the above matter.

Regards,



Dan Strehlow, CPA

**Corporate Tax Manager | The Greenheck Group**

Office: 715.355.3156 | Fax: 715.355.6545

1100 Greenheck Drive, Schofield, WI 54476



City of Shelby Economic Development Incentive Grant  
Greenheck Group Property Tax Rebate Request  
Request #5  
2019

Project Lakewood - Shelby, North Carolina		
	Bill #	City Assessed Value
Personal Property	3890448	14,213,769
Less: Supplies Cost Listed		-
Net Personal Property Value Assessed		<u>14,213,769</u>
Real Property	3888367	8,056,039
Less: Tax value of "Gifted" Land		(494,575)
		<u>7,561,464</u>
Total Taxable Investment		21,775,233
Tax Rate (City of Shelby)		<u>0.5225%</u>
Property Tax Due		113,776
Tax Abatement Percentage		<u>65%</u>
Property Tax Abatement Refund Requested		73,954

## Greenheck Fan Corporation City Incentive Grant Payment Schedule

\* Applicable agreement must be reviewed before annual remittance of grant incentive payment. Grant payments to be made after the taxpayer has paid in full all local property taxes. City has option to pay grant to taxpayer between January and March annually.

Column1	Column2	Column3	Column4	Column5	Column6	Column63	Column62	Column7
Tax Year (Fiscal Yr.)	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-22	Totals
% authorized	65%	65%	65%	65%	65%	65%	65%	N/A
Estimated net new investment	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	\$26,000,000	N/A
Current City Tax Rate per \$100	0.00435	0.00435	0.004972	0.004972	0.004972	0.004972	0.004972	N/A
Estimated City Tax Levy	\$113,100	\$113,100	\$129,272	\$129,272	\$129,272	\$129,272	\$129,272	\$872,560
Calculated Grant Incentive Payment	\$73,515	\$73,515	\$84,027	\$84,027	\$84,027	\$84,027	\$84,027	\$567,164
Actual net new investment#	\$19,518,567	\$18,704,500	\$19,417,721	\$22,097,819	\$21,775,233			N/A
Current City Tax Rate per \$100	0.00435	0.004972	0.004972	0.005225	0.005225	0.005225	0.005225	N/A
Actual City Tax Levy#	\$84,906	\$92,999	\$96,545	\$115,461	\$113,776	\$0	\$0	\$503,686
Actual Grant Incentive Payment	\$55,189	\$60,449	\$62,754	\$75,050	\$73,954	\$0	\$73,954	\$327,396
<b>Difference</b>	<b>\$28,194</b>	<b>\$20,101</b>	<b>\$32,727</b>	<b>\$13,811</b>	<b>\$15,496</b>	<b>\$129,272</b>	<b>\$129,272</b>	<b>\$368,874</b>

# To be reported and confirmed by Cleveland County Tax Office annually to the City Manager and Finance Director.

Requirements for remittance: (This list is not exhaustive. Please refer to agreement.)

- 1 - Company must have paid all local property taxes in full.
- 2 - Company must be current on all utility accounts with the City.
- 3 - Company must be current on all fees and charges owed to the City.
- 4 - Company must request in writing during the fiscal year to be eligible to receive the City grant. Grants not requested are forfeited for that fiscal year.
- 5 - Company must meet the minimum stated net new investments.
- 6 - Company must be in compliance with all federal, state and local laws. (Including zoning, nuisance and other applicable ordinances)
- 7 - Grant to be paid between January 1 - March 31 of the fiscal year after all above conditions met.



ORDINANCE NO. 1-2020

CITY OF SHELBY  
FISCAL YEAR (FY) 2019-2020 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 2019-2020; 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 2019-2020 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 10 for the year:

(A) The City of Shelby, via resolution 62-2013, approved incentive agreements and awarded Industrial Incentive Grants to Greenheck Fan Corporation. Greenheck Fan Corporation has now met the requirements for distribution of grant funds for the fifth year of their incentive. 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              | \$73,954 |
| (b) Increase 110495-49230<br>Transferred to Economic Development Fund | \$73,954 |

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

- |   |          |
|---|----------|
| (a) Increase 23009000-39000<br>Transferred from Other Funds | \$73,954 |
| (b) Increase 230590-42006<br>Economic Development           | \$73,954 |

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. 10</u>
General Fund	\$ 26,317,871	\$ 26,391,825
Emergency Telephone System Fund	162,200	162,200
Powell Bill Fund	790,200	790,200
Economic Dev. Fund	813,950	887,904
Housing Fund	1,966,847	1,966,847
Cemetery Fund	30,000	30,000
Utilities-Water Fund	5,145,000	5,145,000
Utilities-Sewer Fund	5,548,800	5,548,800
Utilities-Electric Fund	22,408,955	22,408,955
Utilities-Gas Fund	16,301,600	16,301,600
Utilities – Stormwater Fund	<u>832,160</u>	<u>832,160</u>
FY 2019-2020 Budget Total:	<u>\$ 80,317,583</u>	<u>\$ 80,465,491</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 6th day of January 2020.

---

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  
January 6, 2020  
City Hall Council Chamber

**D. New Business**

**Agenda Item D-1**

- 1) Adoption of an ordinance establishing a capital project ordinance and budgets for the City of Shelby's Substation 8 Circuit Addition Project: Ordinance No. 2-2020

**New Business Item: (Rick Howell, City Manager and Julie McMurry, Energy Services Director)**

---

Summary of Available Information:

- Memorandum dated December 23, 2019 from Julie McMurry, Energy Services Director to Rick Howell, City Manager
- Letter dated December 10, 2019 from Progressive Engineering Consultants, Inc.
- Ordinance No. 2-2020

---

City Manager's Recommendation / Comments

Ordinance No. 2-2020 is presented for City Council consideration at this time. As a result of the completion the 2016 Electric Distribution System Planning Study this project was identified as a priority. The project helps to address a power reliability issue for the area served by substation #8. Substation #8 is located between Walmart and Lowes off Gidney Street. It generally serves to the south, north and east of that location. Specifically substation #8 currently serves 3 circuits which are reaching near maximum thermal operating conditions. To correct this situation and reduce the likelihood this will occur the Director and Electric Superintendent along with the consulting engineer are recommending the addition of a fourth circuit. This would significantly reduce the risk of these circuits being overloaded which would cause power outages.

**It is my recommendation Ordinance No. 2-2020 be adopted and approved by City Council at this time.**



## Memorandum

**To:** Rick Howell, City Manager

**Cc:** Justin Merritt, Assistant City Manager

**From:** Julie McMurry, Energy Services Director *JRM*

**RE:** **Addition of new circuit out of Substation #8**

**Date:** December 23, 2019

### Executive Summary of Issue – Background

The City of Shelby Energy Services Department continues to work on recommendations from the 2016 Electrical Distribution System Planning Study. The study recommended the addition of a circuit in substation #8. We currently have 3 circuits within substation #8

From time to time for maintenance and service and if a problem were to occur on a circuit within a substation, circuits are tied together to allow for continuous service until work or repairs are made. When the circuits are tied together it is important that the total load stay below recommended thermal operating conditions. At this time the loads on each circuit in substation 8 have individually reached loads that when tied together we are reaching the maximum thermal operating conditions. Addition of another circuit will allow for splitting loads within 4 circuits. In addition we will allow for the new circuit to have the ability to tie to another station if needed.

### Review and comments

Progressive Engineering Consultants, Inc. has reviewed this project and provided cost estimates to create the additional circuit within substation #8 and ability to tie to another substation.

The estimates include:

Labor	\$180,000
Materials	\$165,000
Engineering	<u>\$ 69,000</u>
Total	\$414,000

I have attached documentation of their estimates.

[www.cityofshelby.com](http://www.cityofshelby.com)

Tie in to current policy and/or adopted planning documents

In 2016 Progressive Engineering Consultants, Inc completed an Electrical Distribution System Planning Study that was presented and approved by Council. The results of the study were recommendations to be completed over the next several years. Addition of a circuit in Substation #8 was one of the recommendations from the study. The total has been broken into a manageable amount for the next several years. In addition, the project will allow for us to provide more reliable power to our customers.

Recommendation

I would like to request a project budget ordinance to create a project to allow for the addition of a circuit within substation #8 and ability to tie to another substation.

# Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327

Fax: (704) 545-2315

[progress@pecinc.net](mailto:progress@pecinc.net)

December 10, 2019

City of Shelby  
PO Box 207  
Shelby, NC 28151  
Attn: Ms. Julie McMurry

Subject: Cost Estimate  
2019 Circuit 8-4 Addition

Ms. McMurry,

Per your request we have comprised a cost estimate for the 2019 Circuit 8-4 Addition. The estimate includes the substation material (vacuum circuit breaker, voltage regulators, batteries and charger, DC panel, fiber, and SCADA equipment), upgrade of the overhead distribution line which includes the replacement of 1/0 ACSR with 336.4 ACSR and #4 copper wire with 1/0 ACSR, as well as design engineering, commissioning, and testing.

Substation Material	\$ 75,000.00
Distribution Line Labor	\$ 180,000.00
Distribution Line Material	<u>\$ 90,000.00</u>
Subtotal	\$ 345,000.00
Design Engineering, Overhead & Contingencies (20%)	<u>\$ 69,000.00</u>
Total	\$ 414,000.00

The cost estimate is based on City personnel performing the following tasks rather than a contractor:

- Installation of concrete foundations for the breaker and voltage regulators.
- Conduit installation to the breaker and voltage regulators.
- Grounding of the breaker and voltage regulators.
- Installation of the breaker and voltage regulators.
- Installation of the batteries, charger, and DC panel.
- Assisting Progressive Engineering with control wiring and fiber installation.

# Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327

Fax: (704) 545-2315

[progress@pecinc.net](mailto:progress@pecinc.net)

Costs **not** included in this estimate are as follows:

- Acquisition of any rights of way, easements, or encroachments.
- Cutting, removal, patching or installation of pavement and/or concrete.
- Removal or installation of telephone, CATV, miscellaneous other communication cables, equipment and/or additional conduits (except for City purposes only).

If you have any questions, please don't hesitate to call.

Best regards,

Michael A. Dawson

Michael A. Dawson

ORDINANCE NO. 2-2020

AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGETS FOR THE CITY OF SHELBY'S SUBSTATION 8 CIRCUIT ADDITION PROJECT

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 establish a capital project ordinance and budgets for the City of Shelby's Substation 8 Circuit Addition Project; and

WHEREAS, it is necessary for the City to establish a budget for this capital project and appropriate applicable funds needed for the administration and construction of this project in order to comply with applicable provisions of the North Carolina Local Government Budget and Fiscal Control Act; and,

WHEREAS, G.S. 159-13.2 provides that a City may undertake the construction of a capital asset such as electric utility infrastructure, by way of a capital project ordinance providing the necessary balanced budget and funding for the life of the project;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA: The City of Shelby has identified a need to construct an additional circuit at Substation 8 in order to better serve its customers. Accordingly, the following budget modifications are approved in accordance with the chart of accounts heretofore established for the City of Shelby.

Section 1. Appropriating Fund Balance:

Fund Balance Appropriated	63006000-39900	\$414,000
Transfer to Electric Capital Projects	630731-39631	\$414,000

Section 2. The following revenues are available and amounts are hereby appropriated:

Revenues:		
Transferred from Electric Fund	63106000-39630-63876	\$414,000
Appropriation:		
Engineering	631736-42004-63876	\$ 69,000
Construction	631736-53000-63876	\$345,000

Section 3. The provisions of this capital project ordinance shall be entered in the minutes of the Shelby City Council and copies filed with the City Manager as Budget Officer, the Finance Director, and the City Clerk for their direction and guidance in receiving revenues and expending the monies due thereunder.

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

Adopted and approved this the 6th day of January 2020.

\_\_\_\_\_  
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  
January 6, 2020  
City Hall Council Chamber

**Agenda Item D-2**

- 2) Adoption of an ordinance establishing a capital project ordinance and budget for the City of Shelby's Airport Layout Planning Project: Ordinance No. 3-2020

**New Business Item: (Rick Howell, City Manager and Ben Yarboro, Engineering Services Director)**

---

Summary of Available Information:

- Memorandum dated December 30, 2019 from Ben Yarboro, Engineering Services Director to Rick Howell, City Manager
- Letter dated June 27, 2019 from NCDOT to Rick Howell, City Manager
- Airport Layout Plan Update, Contract for Professional Services from W.K. Dickson and Attachment A from Quantum Spatial and NC Division of Aviation documents
- Ordinance No. 3-2020

---

City Manager's Recommendation / Comments

Ordinance No. 3-2020 is presented for City Council consideration at this time. If approved this ordinance would establish a total project budget of \$250,000 for the update of the current Airport Layout Plan (ALP) adopted January 7, 2008. It would further recognize a \$225,000 NC Division of Aviation grant and appropriate \$25,000 (\$12,500 City and \$12,500 County) from the General Fund as the local required 10% match.

The ALP update is necessary to provide a future plan by which the City can identify and set priorities for project funding it will need in the future from NCDOA. It will also take into consideration FAA requirements as well.

**It is my recommendation Ordinance No. 3-2020 be adopted and approved by City Council at this time.**

## *Memorandum*

**To:** Rick Howell, City Manager  
Justin Merritt, Asst. City Manager/Finance Director

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

**RE:** Shelby-Cleveland County Regional Airport  
Updated Airport Layout Plan (Grant 36244.23.14.1)  
Project Budget Ordinance

**Date:** December 30, 2019

### **History**

The City of Shelby was awarded a grant from the NC Division of Aviation on June 27, 2019 to update the Airport Layout Plan (ALP) for the Shelby-Cleveland County Regional Airport (attached for reference). This state grant totals \$250,000 with a 10% local match resulting in \$225,000 in state funds and \$25,000 in local funds. As a reminder, matching local funds are shared equally between the City of Shelby and Cleveland County.

### **Background**

The NC Division of Aviation requires that airports in North Carolina develop and maintain an Airport Layout Plan (ALP) to assist with planning future airport growth and development. The current ALP was completed in 2007 and multiple projects have been completed since that time. Some of these projects include:

- Self-serve Avgas Fuel Farm (2008)
- Parallel Taxiway (2009)
- Terminal Building (2010)
- Apron Rehabilitation and Terminal Parking Area (2011)
- Obstruction Removal (2012)
- Two Hangar Acquisitions (2015)
- Runway Overlay (2018)
- Land and Easement Acquisition (2019)
- T-Hangar Taxilane and Hangar Construction (2019)

Due to the completion of projects and ever-changing airport development criteria, the NCDOA recommends that ALPs be updated every 5 to 7 years. Based on discussions with our NCDOA Airport Project Manager, it was determined that an ALP update was necessary and would prove beneficial in future airport development.

In response to the grant award, our airport consultant, W.K Dickson has prepared a detailed proposal (attached for reference) to complete the multiple tasks associated with an ALP Update. Several issues that will be addressed with this project include:

- General Aviation Activity Growth
- Runway Length Needs
- Runway Strength Needs
- Approach and Minimal Demands
- Mitigating Approach Obstruction Issues
- Terminal Area Alternatives
- Apron Development and Terminal Area Movements
- Airfield Development and Land Acquisition Needs

Failure to maintain an updated ALP can jeopardize future grant funding as it is a requirement that requested projects be included on an approved plan.

### **Recommendation**

Staff requests a budget ordinance for the \$250,000 state grant (\$225,000 state funds and \$25,000 local match) for the Airport Layout Plan Update identified as grant 36244.23.14.1. After the City establishes this budget ordinance and submits the applicable NCDOA Grant Forms, Grant Agreements will be provided to the City for formal acceptance by City Council.

Please let me know if more information is required.

### Attachments:

- NCDOA Notification of Award dated June 27, 2019
- Work Authorization #1 – Professional Services Proposal
- AV-508 – Pre-Bid DBE/MBE/WBE Goal Notification and Certification
- AV-509/AV-510 – DBE/MBE/WBE/HUB Vendor Commitments/Payments



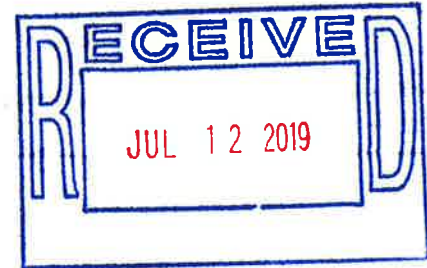
STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

June 27, 2019

Mr. Rick Howell, Manager  
City of Shelby  
P.O. Box 207  
Shelby, NC 28151-0207



**RE: NOTIFICATION OF AWARD**

Dear Mr. Howell,

On behalf of Governor Roy Cooper, Transportation Secretary James H. Trogdon, III, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been allocated for **Shelby-Cleveland County Regional Airport**, Project Request No. 2332 for State Fiscal Year (SFY) 2020 and were approved at the June 27, 2019 Board of Transportation Meeting.

The specific work elements and funding allocation is noted below:

Award ID	Description	State Funds	Local Funds
36244.23.14.1	Update Airport Layout Plan	\$225,000	\$25,000

Upon receipt of this award letter, the NCDOT Division of Aviation requires that you submit pertinent start-up documentation within 120 days from the date of this letter. Failure to meet this deadline will result in the forfeiture of this award unless an extension is authorized in writing by the NCDOT Division of Aviation. Please visit the NCDOT Connect website listed below, and click on "Next Steps – Initial Instructions," which will walk you through the process from this letter until grant execution.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective airport planning and management for all projects to ensure that funds are expended within two years from the date of this letter unless authorized in writing by the NCDOT Division of Aviation. Should the Airport encounter reasonable delays, the Division of Aviation has the ability to reprogram existing-year funds to a later year and divert the monies to another airport to expend those funds.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE funds) for use toward other projects.

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF AVIATION  
1560 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1560

Telephone: 919-814-0550  
Fax: 919-840-9267

Website: [www.ncdot.gov/aviation](http://www.ncdot.gov/aviation)

Location:  
RDU AIRPORT  
1050 MERIDIAN DRIVE  
MORRISVILLE, NC 27560

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

A handwritten signature in black ink that reads "Bobby L. Walston". The signature is written in a cursive, flowing style.

Bobby L. Walston, P.E.  
Director of Aviation

BLW/bb

cc: Governor Roy Cooper  
James H. Trogdon, III, Secretary NCDOT  
Julie A. White, Deputy Secretary for Multi-Modal Transportation  
Richard Burr, United States Senate  
Thom Tillis, United States Senate  
Patrick T. McHenry, United States Congress  
John R. Pope, BOT Representative  
Jack Poole, Airport Supervisor  
Ben Yarboro, Engineering Services Director

**SHELBY- CLEVELAND COUNTY REGIONAL AIRPORT  
WORK AUTHORIZATION No.1**

**Airport Layout Plan Update  
August 13, 2019  
Revised October 28, 2019**

**Contract for Professional Services  
July 30, 2019**

**Project Description**

The City of Shelby has established an objective of creating a planning document that provides the tools needed to guide them through proper development of the Airport for the next 20 year planning period. The City has determined that an update to their existing Airport Layout Plan can meet this objective.

The CONSULTANT proposes to provide the service of updating this planning document and submits a proposal to complete an Airport Layout Plan with the following tasks in order to provide the best possible near and long-term solution to developing the Shelby-Cleveland County Regional Airport.

**Scope of Services**

See Attachment A

**Deliverables**

1. The CONSULTANT will provide copies to the OWNER, NCDOA and FAA, of drawings and documents produced under this Work Authorization. Electronic copies, in pdf and/or AutoCAD format will be made available upon request to any of these parties.
2. Copies fo grant applications, agreements and reimbursements.

**Fee Schedule**

The OWNER will pay, and the CONSULTANT agrees to accept as full compensation for services under this Work Authorization a fee of Two Hundred Forty-Nine Thousand Nine Hundred Eighty-Five Dollars (\$249,985) as indicated.

W.K. Dickson & Co., Inc.

**Owner:**

City of Shelby

---

Rick Howell  
City Manager

**Consultant:**

W.K. Dickson & Co., Inc.

---

Brian L. Tripp, PE, BCEE  
Vice President

This instrument has been pre-audited in the manner required by local government and fiscal control.

## **INTRODUCTION**

The Shelby - Cleveland County Regional Airport Advisory Board and City of Shelby have established an objective of creating a planning document that provides the tools needed to guide them through proper development of the Airport for the next 20-year planning period. The Advisory Board and City have determined that an update to their existing Airport Layout Plan can meet this objective.

Future development of an existing airport requires a logical and systematic approach that integrates standard airport development criteria with creative design. Of utmost importance is the ability to identify key issues for the airport and to develop an airport layout planning document and narrative report that will address these key issues and provide a guide for growth of the facility.

W.K. Dickson & Co., Inc. proposes to provide the service of updating this planning document and submits a proposal to complete an Airport Layout Plan (in compliance with FAA AC 150/5070-6B, latest change) with the following tasks in order to provide the best possible near and long-term solution to developing the Shelby - Cleveland County Regional Airport (EHO).

### **Phase I – Project Management & Grant Coordination**

#### **Task 1: Project Management & Grant Coordination:**

This task facilitates overall project and associated grants through routine coordination with client and FAA/NCDOA for the duration of the project. Various task products include invoicing, grant application submittal, reimbursement forms, formal and informal meetings with the Airport Sponsor/Board and NCDOA associated with invoicing, grants, and funding.

### **Phase II – Airport Layout Plan Update** **Airport Requirement Studies**

#### **Task 2: Study Design:**

**Objective:** The initial step in the planning process is to develop an acceptable study design. This study design includes the identification of study issues developed resulting from a review of available data, extracting those factors which are the impetus for the study, and derive specialized efforts to be carried out in association with the Plan.



Several issues identified as having importance to the future of the Airport include:

- General Aviation Activity Growth;
- Runway Length Needs;
- Runway Strength Needs;
- Approach and Minimal Demands;
- Mitigating Approach Obstruction Issues;
- Terminal Area Alternatives;
- Apron Development and Terminal Area Movements;
- Airfield Development and Land Acquisition Needs;

Working closely with the Airport Management, we propose to reach decisions concerning the projects end-product and final study format, including development of methodologies and evaluations. This may include formal and informal meetings to discuss scope and direction of objectives to the Sponsor. This final scope will address the criteria and policies framework in which the study is to be prepared.

**Task Product:** Establish the priorities of the Sponsor in the long-term development of the Airport and develop a scope of work to achieve the established goal.

**Task 3: Data Collection and Inventory:**

Task 3 provides a background for developing future projects and needs at the airport that will ultimately be utilized in justifying any recommended development items.

**Objective:** Inventory and collection of data pertaining to the Study essential for determining existing services, constraints, and projecting future needs of the facility and ultimate completion of the Airport Layout Plan Update.

- A. **Socioeconomic Information:** Historic and projected information for the 20-year planning period, as may be readily available by local sources, will be assembled. Data to be sought includes population statistics and land use.

- Population Statistics
  - historic
  - projected
- Land Use
  - existing
  - adopted and/or Community Transportation and Comprehensive Plans (if available)
  - zoning (if available and in place)

- B. Aeronautical Study: Inventory of aircraft based at the Airport, will be listed by category:
- Single Engine Piston
  - Multi-Engine Piston
  - Turbo-Prop
  - Jet
  - Rotorcraft
  - Other
- C. Existing Studies: Generally, review existing studies which impact the development of this update, as may be available:
- Current Airport Layout Plans/Reports
  - ALP Drawings
  - Property Information
  - State Airport System Plan Information
  - National Plan for Integrated Airport Systems
  - FAA Terminal Area Forecasts (TAF)
  - FAA Traffic Flow Management System Counts (TFMSC)
- D. Airfield Inventory: Data on the existing airfield facilities and terminal area components of the airport will be collected. This will include:
- Runways (length, width, and strength)
  - Taxiways (length, width, and strength)
  - Space Allocation
    - based aircraft
    - itinerant aircraft
    - military aircraft, if any
  - Airport Acreage
    - fee simple
    - easement
  - Pavements
    - strength (pavement analysis & calculation)
    - condition
    - type
  - Geometric Standards and Approach Surfaces, including:
    - runway centerline to taxiway centerline
    - runway centerline to building restriction line
    - taxiway centerline to building restriction line

- taxiway centerline to apron edge
- Runway Safety Area, RPZ, OFA, OFZ, RAZ, RDZ
- FAR Part 77 Approach Surfaces
- TERPS Surfaces
- Departure Surfaces
- Terminal Area
  - buildings by function/condition
  - access roads
  - apron areas, parking positions by type
  - tie-downs, anchors
  - hangars
    - \* conventional
    - \* maintenance
    - \* office
    - \* T-hangars
  - vehicular parking
- Lighting and NAVAIDS
  - runway lights
  - taxiway lights
  - VASI, PAPI, or PLASI
  - segmented circle/wind cone
  - NAVAIDS
  - REIL
  - obstruction lights
  - other components
- Specific geometric dimensions such as:
  - distance from apron to edge of taxiway
  - taxiway widths
  - access road length
- Aircraft
  - Based
    - \* single-engine piston
    - \* multi-engine piston
    - \* turboprop
    - \* jet
    - \* other (helicopters & gliders)
  - Operations
    - \* based, by type
    - \* itinerant, by type
    - \* rotorcraft and other
    - \* existing large aircraft counts from FBO/management log (as available)

- Airspace
  - VFR or Instrument approaches
  - airfield communications
- Weather Data
  - wind roses (wind coverage)
    - \* VFR
    - \* IFR
    - \* All Weather
- Interviews
  - Meeting with Airport Management to gain knowledge of the Airport's operation. This will occur with one formal meeting of two project team staff and may include one or two informal follow-up (phone call) questions by the same staff.

**Task Product:** A data base regarding the airport and its service area would be developed for use throughout the Study and a resulting Inventory Chapter will be incorporated in the layout plan project narrative report. Additional data would be acquired from various sources including the Airport Management, the Local Governments, the FAA, and the North Carolina Division of Aviation (NCDOA), as needed.

**Sub-Task 3a: Aerial Photography and Photogrammetry:**

**Objective:** Aerial photogrammetry of the existing airport and inner runway approach zones (RAZs) up to 100' above each runway end elevation using the proposed approach slope, plus photogrammetric data of building elevations. Ground Control, Aerial Photography, and Photogrammetry will be completed by Quantum Spatial, Inc. per FAA AC's 150-5300 16B, 17C & 18B.

**Sub-Task Product:** Color aerial photograph and photogrammetric data at 1" = 400' scale with 2-foot ground elevation contours, of up to 1,000 acres (Airport property plus planned and existing inner runway approach zones). Photogrammetric data to be used to develop planimetrics of Airport and adjacent properties, for use in ALP Update sheets and other graphics as needed as well as compliance with FAA AGIS system.

### **Sub-Task 3b: As-Built Layout Plan & Data Collection Coordination:**

**Objective:** An as-built layout plan that depicts existing facilities is critical to this ALP Update as an accurate baseline. Such data is needed to ensure that both current operations and future development is based on valid assumptions regarding the Airport and its vicinity.

**Sub-Task Product:** As-built layout drawings for up to 400 acres (Airport property plus adjacent parcels) will be compiled using data collected for photogrammetry, planimetric, obstructions, parcels, topography, and field survey and utilized in the ALP Update for the Airport Layout Plan sheet, and other required drawings of the Update. A meeting with Airport Management, and his invitees, to discuss the project status and draft planning documents will be held with a focus on inventory and goals. Aerial photogrammetry data will be collected per FAA AC 150-5300 16B, 17C & 18B at the beginning of this project for safety-critical features including NAVAIDs, runway attributes, obstructions as well as non safety-critical features such as terminal area pavement edges and buildings and provided for use during the project.

### **Task 4: Determination of Long Term Facilities Requirements:**

**Objective:** Assimilate the data collected in Task 2 to derive an aeronautical demand for the 20-year time frame in 5, 10, and 20-year increments, of the plan update.

- A. **Forecasts:** Development of projections of aviation demand is a key element in the planning process and is important data to be used in determining current and future Airport's needs, in assessing the environmental effects of proposed actions, and determining the economic implications of future growth and development. The general methodology for the aviation demand forecasts reflects the following approach:
- (1) Collect and evaluate existing aviation activity data. Data will be obtained from various sources including the Airport. Data needed to develop the projections of demand include, but is not limited to:
    - ➔ Any previous layout plan/master plan forecast data available;
    - ➔ Any historic based aircraft counts or general aviation operational activity collected by the Airport;
    - ➔ Existing Critical Aircraft provided by the Airport;
    - ➔ Existing based aircraft fleet mix provided by the Airport;
    - ➔ Socioeconomic data (20-year historic and 20-year project population, employment, and income data) compiled from US Census Bureau, North Carolina Department of Commerce, and other sources;

- (2) Evaluate aviation activity and develop activity projections (5-year, 10-year and 20-year periods) for the following components: aircraft operations (general aviation-local and itinerant), based aircraft by type, aircraft fleet mix (based and operational), and identify/justify critical aircraft by Airport Reference Code (ARC). As part of this element, appropriate regional, state, and national aviation trends will be analyzed and incorporated. Projections of aviation demand will be developed using standard forecasting methodologies. Assessment of these forecasts with varying levels of certainty and ultimately recommend a preferred forecast for each factor (based aircraft and operations). A comparison to the FAA's Terminal Area Forecast will be included.
- (3) Documentation will be provided outlining the results of the aviation demand forecast model results, explain and evaluate the methodologies used to generate them, and provide a discussion will also include a summary of aviation activity and any known factors influencing aviation activity at EHO. These factors could include but are not limited to corporate and recreational traffic user levels, socio-economic factors, geographic attributes, and regional/state/national trends.

**Sub-Task Product:** A Forecasting Chapter will be developed for the Airport Layout Plan Report that summarizes, with appropriate tables, graphs, charts, etc. the methods and results of the projections of aviation demand. Coordination with the NCDOA/FAA will occur to review, provide responses to comments/questions, and ensure approval of the preferred aviation demand forecasts.

- B. **Facility Requirements:** Based on the Capacity analysis and FAA guidelines, the facilities required to meet expected demand levels would be determined by examining each facility element and identifying the size, type, classification of each feature will need to realize in order to provide the service needed and prevent safety or capacity limitations in the planning period. Recommended facility requirements would be staged into short (5 years), intermediate (10 years), and long-range (20 years) requirements based upon the various years' forecasts. Requirements would be determined for the following facility elements:
  - Airport Category
  - Runways - length, width, strength, airspace, runway protection zones, approach slopes, configuration and alignment;
  - Taxiways - width, strength, clearance, and alignment;
  - Apron - size, strength, configuration, expansion, and number of parking spaces/tie-downs;
  - Navigational aids – type and locations;
  - Runway approach protection;
  - Pavement Marking - approaches, runways, taxiways;
  - Lighting;

- Terminal Area - terminal/administration building needs, service (maintenance) hangars, storage hangars, and fuel storage;
- and vehicular parking.

**Sub-Task Product:** A Facility Requirements Chapter will be developed for the Report, which summarizes elements reviewed for airfield expansion and terminal area expansion and discuss what level the element will need to achieve to meet the expected demand.

- C. **Alternatives Development:** Based on the Capacity analysis and FAA guidelines, the facilities required to meet expected demand levels would be determined by developing alternatives that incorporate the facility elements determined to be required by Task 4B. Within the Facility Requirements Chapter, identification of two alternatives that meet the goals, yet have different features will occur. Review will then occur of each alternatives ability to provide the capacity needed to accommodate projected levels of demand, the capability of meeting the functional objectives, and the efficiency of an alternative as a whole. An example of this may be the constructability and overall cost. After reviewing the alternatives and obtaining stakeholder feedback, a recommended alternative will be developed. The recommended alternative will have the three stages identified in all of its facility elements and development features.

**Sub-Task Product:** Within the Facility Requirements Chapter, alternatives for achieving the goal of meeting the forecasted demand for the aforementioned facility elements will be identified and discussed. Two viable working alternatives will be developed and utilizing stakeholder input, a third and final alternative may be developed as a result of the feedback collected during the alternatives analysis process. The facility elements will be accommodated into a recommended development schedule outlined in three stages for the planning period and geographically depicted in the ALP plan set with each element's recommended development described within the narrative chapter.

### **Task 5: Environmental Overview:**

**Objective:** Identify land uses which may affect how, or what limitations the airport may encounter in its future development.

Conditions or land uses which may account for environmental consequences in developing the airport will be investigated. This effort is **NOT** to be construed as a full Environmental Assessment, but as an overview which may provide a point of beginning for an Environmental Assessment. Information to be collected and presented may include:

- Solid Waste disposal sites
- Toxic waste disposal
- Floodplains, wetlands, and streams (no surveys intended)
- Known endangered/threatened species (no surveys intended)
- Section 4 (f) lands (parks and recreation areas)
- Known archaeological/historic resources (no surveys intended)
- Prime and Unique farmland
- NPDES Requirements

**Task Product:** This task may require coordination with those agencies controlling the various topics. Available Federal, State, and Local GIS data as well as a comprehensive EDR Report will be utilized as appropriate. A summary containing the results of this investigation will be compiled and a summary of the findings presented in the ALP. Any other special surveys/ studies/ testing/ monitoring which may be identified by participating agencies are not included in this effort but may be contracted for separately. This task may be incorporated into the inventory or facility requirements chapters and may not be a “stand alone” chapter of the layout plan report.



## Airport Layout Plans

Following the completion of Airport Requirement Studies of the plan update, drawings depicting proposed development at the Airport will be prepared. Prior to finalization, appropriate alternatives will be presented to the Airport for consensus prior to proceeding. All drawings would conform to current FAA guidelines and be compiled in color, where appropriate.

### **Task 6: Airport Layout Plan & Exhibit 'A' Property Map:**

**Objective:** Update the Airport Layout Plan incorporating the recommended facilities ascertained in Task 4 and a Property Map outlining properties currently owned and planned for acquisition.

The Airport Layout Plan (ALP) would display the Airport and immediate environs and include:

- Location and vicinity maps;
- Runway and Airport data tables;
- Wind information;
- Runway Protection Zones;
- Staging of development (existing and through ultimate);
- Runway/taxiway configurations;
- Apron areas;
- Buildings;
- Automobile parking;
- Access roads;
- Navigational Aids (on/off airport-visual & instrument);
- Geometric dimensions, and
- Airport property lines, property history and previous ownership, and any potential property acquisitions or releases.

The ALP will be prepared in accordance with ARP SOP 2.00 and the associated ALP Review Checklist will be utilized for QC and completeness review and submitted with the draft ALP.

The Exhibit 'A' Property Map will be a composite exhibit that will be formulated out of data from the previous ALP, recent project surveys, and planned land acquisition needs per ARP SOP 3.00.

### **Task 7: Airport Airspace Drawing:**

**Objective:** Update of the Airport Airspace Drawing relative to any criteria changes made requisite by accommodation of the long-term facilities requirements.

**Scope:** The Airport Airspace Drawing will display the imaginary surfaces associated with the Airport as designated in FAR Part 77, as amended. The plan will include the approach profiles and identify all obstructions to FAR Part 77 surfaces based on data collected in Task 3a.

**Task Product:** A new Airport Airspace Drawing will be produced and obstructions will be identified.

**Task 8: Inner Portion of the Approach Surface Drawings:**

**Objective:** Update of the Inner Approach Surface Drawings that depict all necessary surfaces, including those additions planned through Task 4.

**Scope:** The Inner Approach Drawing will display the surfaces associated with Runway Protection Zones (RPZ), FAR Part 77 Approach Zones (RAZ), and TERPS Surfaces out to 100' above Airport elevation and based upon each runway end's approach slope. The Plan will include known obstructions, property line (if in its bounds), roads, railroads, their elevations, and clearances to approach surfaces and ground contours. The features will be shown in plan and profile at a suitable scale and will provide a tabular summary of obstruction details and proposed disposition.

**Task Product:** Updated Inner Portion of the Approach Surface Drawings with obstruction analysis results will be produced.

**Sub-Task 8a: Aerial Topography and Obstruction Analysis:**

**Objective:** An analysis of potential obstructions and development upon the existing topographic constraints is essential to this ALP Update. Such data provides information for planning and designing potential development projects under near existing site conditions and provides a basis for future obstruction mitigation and airspace configuration and development.

**Sub-Task Product:** Analysis will be performed for FAR Part 77, TERPS, and Departure Surfaces utilizing the aerial photogrammetry, topography, and obstruction data collected in Task 3a.

### **Task 9: Runway Departure Surface Drawings:**

**Objective:** Update the Departure Surface Drawings that depict all necessary surfaces, including those additions planned through Task 4.

**Scope:** The Departure Surfaces will provide a geographic representation of known obstructions in plan and profile to the Surface based upon each runway end's existing or proposed departure end. The Plan will include known obstructions, property line (if in its bounds), roads, railroads, their elevations, if known, and clearances to the departure surfaces and ground contours. The features will be shown in plan and profile at a suitable scale and will provide a tabular summary of obstruction details and proposed disposition.

**Task Product:** Updated Departure Surface Drawings with obstruction analysis results will be produced.

### **Task 10: Terminal Area Plan(s):**

**Objective:** Prepare a Terminal Area Plan(s) incorporating the recommended facilities ascertained in Task 4.

Complementing the Airport Layout Plan, drawing(s) of recommended terminal area facilities would be prepared and displayed in a fashion that outlines logical planning stages (I -- years 0-5, II – years 6-10, and III – years 11-20). The Terminal Area Plan(s) would display the following elements:

- ➔ Building locations/general size;
- ➔ Aircraft parking apron spaces/tie-downs, unloading area, fuel area, and temporary parking;
- ➔ Vehicular parking areas;
- ➔ Access and service roads, and Security fencing;
- ➔ Any lands needed to be purchased for the planned development.

Several alternatives to all or portions of the terminal area development may be created and discussed either formally or informally with the Airport Management. A “best” development alternative will be discovered in this process.

**Task Product:** A recommended plan for the terminal area development exhibited in Terminal Area Plan Drawing(s).

**Task 11: Land Use Plan and Recommendations:**

**Objectives:** Utilizing land use guidance documents provided in precedent by the SCAC Land Use Planning Document and other ACRP Reference Documents, provide recommendations to the Local Government and the Airport on surrounding land uses that are compatible or incompatible with Airport Activity under the Airport's ultimate development plan, operational activity impacts, and protected surfaces.

**Task Product:** A Land Use Drawing, depicting noise-sensitive areas within vicinity of the Airport and general land uses around the airport for the current and ultimate 20-year condition will be produced. A list of recommended general land uses that are compatible with Airport activity and noise exposure levels will be provided. This includes an inventory of existing land uses adjacent to the Airport which will use any available existing comprehensive land use and zoning ordinances and maps, including any airport height and hazard ordinance to produce recommendations for surrounding land uses.

**Financial Plan & Documentation**

Based upon the proposed development for the short, intermediate, and long-range planning periods, cost estimates and general financing schemes would be prepared.

**Task 12: Schedules of Development:**

**Objective:** Formulate a recommended Staged plan for development of the recommended long-term facilities.

An analysis would be undertaken to determine priorities in developing proposed aviation facilities. From this analysis, staging of proposed development would be recommended based on expected demand levels. The staging sequence would be delineated on the airport plans.

**Task Product:** Staged depiction of recommended long-term facilities development.

**Task 13: Estimates of Development Costs:**

**Objective:** Prepare cost estimates for the recommended facilities development.

Cost estimates for the recommended facilities would be prepared to describe the range of capital funding requirements for each development stage. Estimates would be presented for specific airport development items such as:

→ Land acquisition;

- Building;
- Runways;
- Taxiways;
- Aprons; and,
- Navigational aids.

These costs would be broken down by development stage utilizing the most recent construction costs available.

**Task Product:** Cost estimates by stage years for the recommended long-term facilities development and summarized in the Financial Plan Chapter of the narrative report.

**Task 14: Documentation (Coordination/Document Prep):** Task includes preparation of the Airport Layout Plan Package including Airport Layout Plan Set and Narrative Layout Plan Report to follow FAA guidance AC 150/5070- 6B, ARP SOP 2.00 ALP Checklist and ARP SOP 3.00 Exhibit 'A' Review Checklist. Digital and hardcopies will be produced and submitted as appropriate. Additionally, addressing of expected review agency comments and responses will occur in this task.

**Objective:** Undertake a program of coordination and prepare an Airport Layout Plan Update Report to accompany the drawing set and documenting the ALP Update process, findings, and recommendations.

This task consists of two sub-tasks, coordination and document preparation.

- A. **Coordination** – Three formal or informal meetings are anticipated in conjunction with the planning process. The first meeting may meet to discuss the effort underway and describe the results of the facility requirements phase. This meeting would likely be held at the time of a regularly scheduled meeting.

The second meeting may present the alternative development scenarios and solicit input from Airport Management/Advisory Board.

A third meeting may be a formal presentation of the plan's results. This meeting could be scheduled in conjunction with a regularly scheduled Airport or Local Government meeting.

- B. **Report Preparation** – A report documenting the Shelby-Cleveland County Regional Airport Layout Plan (ALP) Update will include a full analysis and recommendations for development. The rationale for any unusual design features and/or modifications to FAA Airport Design Standards (if applicable) will be listed

and explained. It will include several chapters of documentation and analysis including:

- Introduction
- Airfield Inventory
- Aviation Demand Forecasts
- Facility Requirements
- Meteorology and Capacity Analysis
- Airport Plans
- Financial Plan

The Report will summarize the findings, results of analysis and recommendations of the previous tasks outlined in this scope. The Report will constitute a “road map” for the development of the Airport by the Airport Sponsor, discussing the support for the documented recommendations adhering to FAA guidance provided in FAA AC 150/5070-6B.

- C. Documentation Distribution - Documentation of the Shelby-Cleveland County Regional Airport Layout Plan Set and ALP Report will be as follows:

Draft Submittal

- Draft submittal of Draft Document No. 1 front section of the Report (Introduction, Airfield Inventory, and Aviation Demand Forecasts) will be submitted to the NCDOA for review electronically.
- Two (2) copies of the Draft ALP Update Report including 11” x 17” versions of Airport Layout Plan Drawings for review by the City of Shelby, FAA, and NCDOA. Electronic copies will be sent upon request to any of these parties.
- Two (2) copies of the Draft full size (22” x 34”) Airport Layout Plan Drawings for review by the City of Shelby, FAA, and NCDOA as needed. Electronic copies will be sent upon request to any of these parties.
- One completed copy of the FAA ALP Checklist ARP SOP 2.00 to accompany plan set and report. Electronic copies will be sent upon request to any of these parties.

Final Draft Submittal

- Electronic copy of the Final Draft ALP Update Report and Airport Layout Plan Drawings incorporating FAA comments.
- One completed electronic copy of the response to FAA comments form.

Final Submittal

- Three (3) copies of the Final ALP Update Report to the City of Shelby, FAA, and NCDOA.
- Six (6) copies of the signed Final ALP Update Plan Set to the NCDOA/FAA for conditional approval. Two (2) copies will be returned to the City of Shelby.
- Electronic copy of the Final Airport Layout Plan Report and Drawings on electronic media to NCDOA and the Commission/Airport Management.

**Task Product:** Conducting and participation in meetings and coordination listed in Sub-task A and provision of the documentation as listed in Sub-tasks B & C.

**Project Schedule:** W.K. Dickson & Co., Inc. proposes to the following project schedule (subject to review agency response time):

- Draft Document No. 1 submittal for review and comment within four months of notice to proceed;
- Draft Plans available for review and comment within nine months of notice to proceed;
- Draft Narrative Report available for review and comment within eleven months of notice to proceed;
- Final Plans and Report submitted to Agencies and City of Shelby for adoption within 14 months of notice to proceed.

**ATTACHMENT A - Man Hour Estimate**

PROJECT DESCRIPTION: Shelby-Cleveland County Regional Airport (EHO) - Airport Layout Plan Update						DATE PREPARED: July 18, 2019		
PREPARED BY: WK Dickson & Co., Inc. - J. Barkevich						DOA PROJECT NUMBER:		
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications					SUB-TOTAL	
		Principal	Project Manager	Project Engineer/Planner	Designer	Admin.		
<b>Phase I - Project Management &amp; Grant Coordination</b>								
1	Project Management & Grant Coordination							
i	Project Formulation	2.00	4.00	2.00	0.00	2.00	10.00	
ii	Formulation Coordination and Meetings with Owner & NCDOA	2.00	6.00	4.00	0.00	2.00	14.00	
iii	Sub consultant Coordination	0.00	2.00	0.00	0.00	2.00	4.00	
iv	IFE Process	0.00	4.00	0.00	0.00	2.00	6.00	
v	Airport Board Meetings (Prep, Travel and Mtg: - 4hrs monthly)	4.00	48.00	8.00	0.00	0.00	60.00	
vi	Grant Application	0.00	2.00	0.00	0.00	2.00	4.00	
vii	Invoicing and Grant Reimbursements (estimated number of 12)	0.00	8.00	0.00	0.00	4.00	12.00	
viii	Grant Close Out	0.00	4.00	0.00	0.00	2.00	6.00	
<b>Phase II - Airport Layout Plan (ALP) Update</b>								
<b>Airport Requirements Studies</b>								
2	Study Design	2.00	4.00	2.00	2.00	2.00	12.00	
3	Data Collection and Inventory							
a.	Socioeconomic Information	0.00	2.00	8.00	0.00	4.00	14.00	
b.	Aeronautical Study	0.00	2.00	4.00	0.00	1.00	7.00	
c.	Existing Studies	0.00	2.00	4.00	2.00	0.00	8.00	
d.	Airfield Inventory	2.00	8.00	10.00	10.00	2.00	32.00	
3a	Aerial Photogrammetry Data Collection & Processing	See Attached Proposal: \$69,980						
3b	As-Built Layout Plan & Data Collection Coordination	0.00	0.00	2.00	20.00	0.00	22.00	
4	Determination of Long Term Facilities Requirements							
a.	Forecasting							
i	Forecasting: Collect and Evaluate Data	0.00	6.00	10.00	0.00	0.00	16.00	
ii	Forecasting: Forecast Methodologies	0.00	10.00	40.00	0.00	0.00	50.00	
iii	Forecasting: Projections of Demand	0.00	10.00	30.00	0.00	0.00	40.00	
b.	Facility Requirements							
i	Demand Projections Review	0.00	4.00	2.00	0.00	0.00	6.00	
c.	Alternatives Development							
i	Alternatives Formulation	2.00	4.00	6.00	10.00	0.00	22.00	
ii	Alternatives Analysis	2.00	6.00	12.00	10.00	2.00	32.00	
iii	Stakeholder Feedback & Facilitation	2.00	4.00	6.00	4.00	2.00	18.00	
iv	Recommended Alternative Development	2.00	4.00	30.00	28.00	4.00	68.00	
v	Development Staging	0.00	2.00	6.00	6.00	4.00	18.00	
5	Environmental Overview	2.00	8.00	32.00	16.00	4.00	62.00	
<b>Airport Plans</b>								
6	Airport Layout Plan & Exhibit 'A' Property Map							
i	Airport Layout Plan Development	4.00	16.00	24.00	40.00	6.00	90.00	
ii	Stakeholder meetings (Scheduling, Attendance and Follow up)	2.00	4.00	6.00	2.00	2.00	16.00	
iii	Exhibit A Property Map Update	2.00	4.00	6.00	16.00	2.00	30.00	
7	Airport Airspace Drawing	2.00	4.00	6.00	18.00	2.00	32.00	
8	Inner Portion of the Approach Surface Drawings	2.00	8.00	16.00	24.00	2.00	52.00	
8a	Aerial Topography and Obstruction Analysis	2.00	6.00	10.00	28.00	2.00	48.00	
9	Runway Departure Surface Plan(s)	2.00	8.00	16.00	24.00	2.00	52.00	
10	Terminal Area Plan(s)	4.00	10.00	20.00	30.00	4.00	68.00	
i	Stakeholder Feedback & Facilitation	2.00	4.00	6.00	4.00	2.00	18.00	
11	Land Use Plan & Recommendations	2.00	6.00	12.00	14.00	2.00	36.00	
<b>Financial Plan/Documentation</b>								
12	Schedules of Development	0.00	4.00	2.00	0.00	2.00	8.00	
13	Estimates of Development Costs	0.00	6.00	4.00	2.00	2.00	14.00	
14	Documentation (Coordination/Document Prep.)							
a.	Final Document Coordination	2.00	8.00	16.00	0.00	6.00	32.00	
b.	Report Preparation	2.00	18.00	36.00	16.00	10.00	82.00	
c.	Address NCDOA/FAA Comments & Revise Documents	2.00	12.00	24.00	20.00	6.00	64.00	
d.	Document Distribution	0.00	4.00	8.00	4.00	6.00	22.00	
<b>TOTALS</b>								
TOTAL WORKDAYS/CATEGORY:		52.00	276.00	430.00	350.00	99.00	1207.00	
RATES PER HOUR:		\$78.78	\$64.04	\$46.56	\$40.15	\$29.26		
PAYROLL BURDEN:		\$4,096.56	\$17,675.04	\$20,020.80	\$14,052.50	\$2,896.74		
TOTAL WORK HOURS:		1207.00						
TOTAL PAYROLL BURDEN:		\$58,741.64						
GENERAL OVERHEAD @ 173.81 %:		\$102,098.84						
SUBTOTAL:		\$160,840.48						
COMPARATIVE FEE @ 10%:		\$16,084.05						
Cost of Capital @ 0.32 %:		\$514.69						
TOTAL:		\$177,439.22						
DIRECT EXPENSES:		\$2,565.80						
PRIME GRAND TOTAL:		\$180,005.02						
Sub Consultant TOTAL:		\$69,980.00						
<b>GRAND TOTAL:</b>		<b>\$249,985.02</b>						

ALP Phase II

Project Management & Grant Admin. = \$20,375.52  
 Airport Requirement Studies = \$62,032.22  
 Airport Plans = \$62,964.70  
 Financial Plan/Documentation = \$32,066.79  
 Direct Expenses = \$2,565.80  
 Aerial Survey (Sub - Quantum) = \$69,980.00  
**Total \$249,985.02**



**DIRECT EXPENSES**

PROJECT DESCRIPTION: Shelby-Cleveland County Regional Airport (EHO) - Airport Layout Plan Update				DATE PREPARED: July 18, 2019		
PREPARED BY: WK Dickson & Co., Inc. - J. Barkevich				DOA PROJECT NUMBER:		
DATE PREPARED :				REVIEWED BY UNIT HEAD ON:		
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST	
Travel:	<b>Project Management</b>					
	Airport Board Meetings (Charlotte to EHO)	14 Trip(s) @		94 miles @	\$0.580	\$763.28
	<b>ALP Update</b>					
	Project Meetings (Charlotte to EHO)	3 Trip(s) @		94 miles @	\$0.580	\$163.56
	Project Meetings (Columbia to EHO)	3 Trip(s) @		264 miles @	\$0.580	\$459.36
Per Diem:						
		0	Breakfast		\$8.20	\$0.00
		18	Lunch		\$10.70	\$192.60
		0	Dinner		\$18.40	\$0.00
		0	Lodging (on lump sum Incl. taxes)		\$73.50	\$0.00
Reproduction:						
		800	8 1/2 x 11 Xerox Copies @		\$0.04	\$32.00
		200	11 x 17 Xerox Copies @		\$0.10	\$20.00
		0	Blueprints - 8 1/2 x 11 @		\$0.35	\$0.00
		0	Blueprints - 42 x 72 @		\$1.30	\$0.00
		0	Bond - 8 1/2 x 11 @		\$0.42	\$0.00
		150	Bond - 22" x 34" @		\$3.50	\$525.00
		0	Vellum		\$3.00	\$0.00
		0	Stick-Ons		\$1.00	\$0.00
		6	Cover(s) @		\$0.50	\$3.00
		14	Binder(s) @		\$0.50	\$7.00
		0	Mylar - 8 1/2 x 11 @		\$5.90	\$0.00
		0	Mylar - 3' x 4' @		\$21.00	\$0.00
Survey Supplies (control point target panel material (rolls), anchor nails, pk nails, wood stakes, survey marking tape, washers, and rebar pins)		1	Lump Sum		\$0.00	\$0.00
			<b>Subtotal</b>			<b>\$2,165.80</b>
MAPS AND DOCUMENTS:	ITEM	QTY	DESCRIPTION		UNIT COST	
	County Tax Maps:	0	Map(s) @			\$0.00
	USGS Maps:	0	Map(s) @			\$0.00
	Environmental EDR Report:	1	Report @		\$400.00	\$400.00
			<b>Subtotal</b>			<b>\$400.00</b>
Miscellaneous Other	Item	Amount	Description		Cost Per	
	<b>Subconsultants</b>					
	Quantum Spatial, Inc.		Aerial Survey		\$69,980.00	\$69,980.00
			<b>Subtotal</b>			<b>\$69,980.00</b>
			<b>TOTAL</b>			<b>\$72,545.80</b>



## ATTACHMENT A

July 31, 2019

Mr. Joseph J. Barkevich, AICP  
W.K. Dickson & Co., Inc.  
1320 Main Street, Suite 400  
Columbia, SC 29201

Project: Aeronautical Obstruction Survey – Shelby-Cleveland County Regional Airport (EHO)

Dear Mr. Barkevich,

This summary of work describes our understanding of the scope of work and services required for an Airport Layout Plan and aeronautical obstruction survey at the Shelby-Cleveland County Regional Airport (EHO) located in Shelby, NC. The project will be done in compliance with AGIS policies and will include an airport airspace analysis for vertically-guided operations for Existing Runway 5/23. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS

### Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”=4,018’ of the obstruction surface areas and 1”=1,042’ of the airport property. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a Zeiss Z/I Digital Mapping Camera II (DMC II) digital sensor, or comparable, during leaf-on conditions.

From the 1”=4,018’ imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1”=1,042’ imagery, we will produce the following:

- 100 scale mapping with 2’ contours of airport property
- Raw obstruction files, planimetrics, and topo for each runway end out to 4,000 ft. off each runway end and 2,500 ft. laterally parallel to the single runway (~1,609 acres)
- Color digital orthophotos with a 0.5’ pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS & VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, client and Quantum Spatial. Quantum Spatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA AGIS online database.



## Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

## Project Area

The project area encompasses all of Shelby-Cleveland County Regional Airport (EHO) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

## Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the NC State Plane Coordinate System, in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

Quantum Spatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. Quantum Spatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Full field-collected attribution of all airport features
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Layout Plan."

## Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the RFP (see Mapping Limits exhibit).

We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and AutoCAD format (WK Dickson).



## Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG and NVG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the airport property, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

## 18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the AGIS database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runways 5/23 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)
- The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in AGIS in ESRI Shapefile format.

## Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

## Deliverables

Quantum Spatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the AGIS website include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 5/23
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report



We will deliver the following items to WK Dickson:

- Topologically structured Planimetric data and two foot contours of airport property
- Raw obstruction files, planimetrics, and topo for each runway end out to 4,000 ft. off each runway end and 2,500 ft. laterally parallel to the single runway (approx. 1,609 acres)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (airport property)
- 1 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)
- Raw Obstruction files for the project boundary (4,000' off each runway end X 5,000' swath centered on the runway centerline)

All digital files will be delivered on external hard drive or CD/DVD.

## Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$69,980.00

## Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by WK Dickson. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Quantum Spatial.

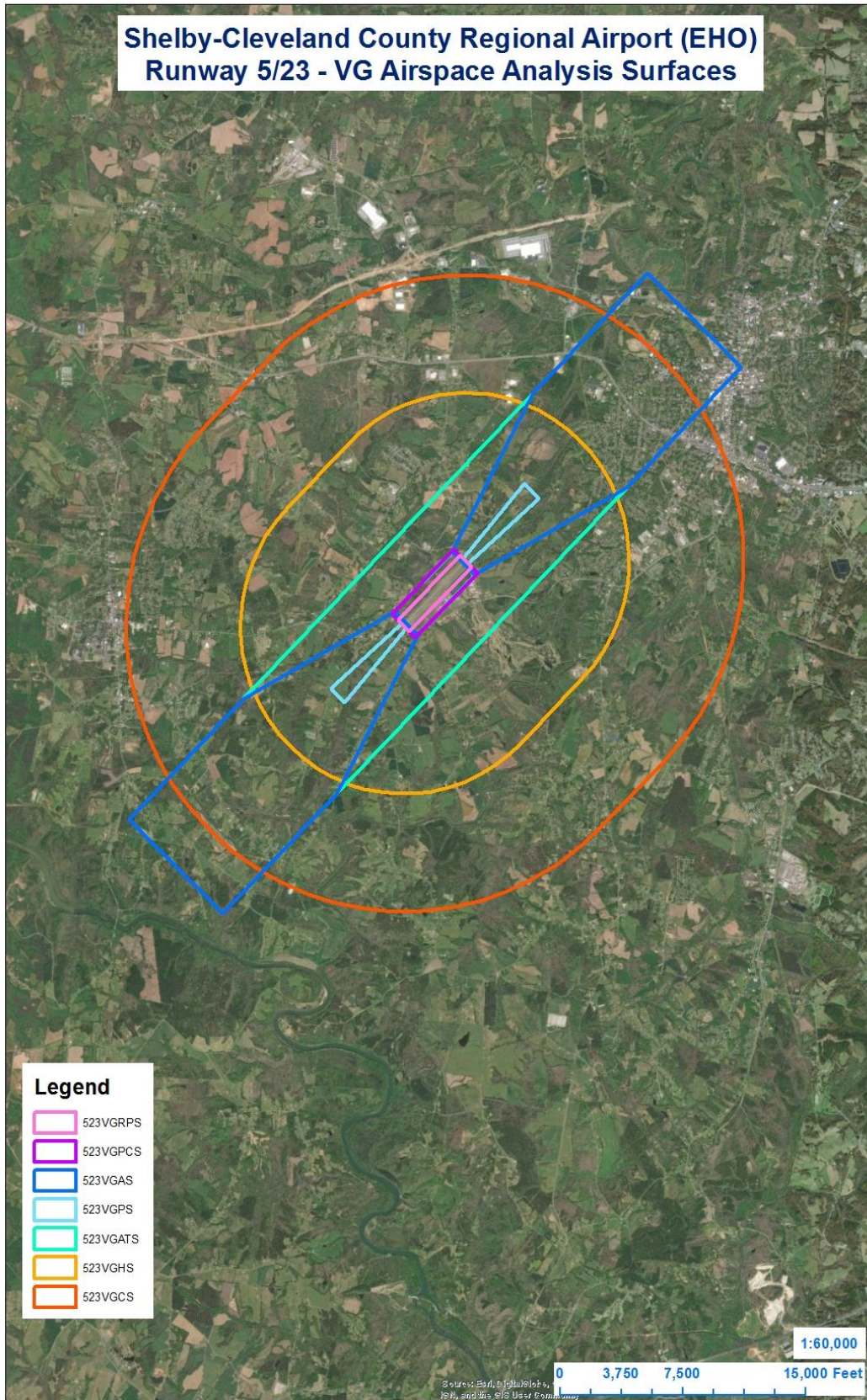
## Quantum Spatial Representative

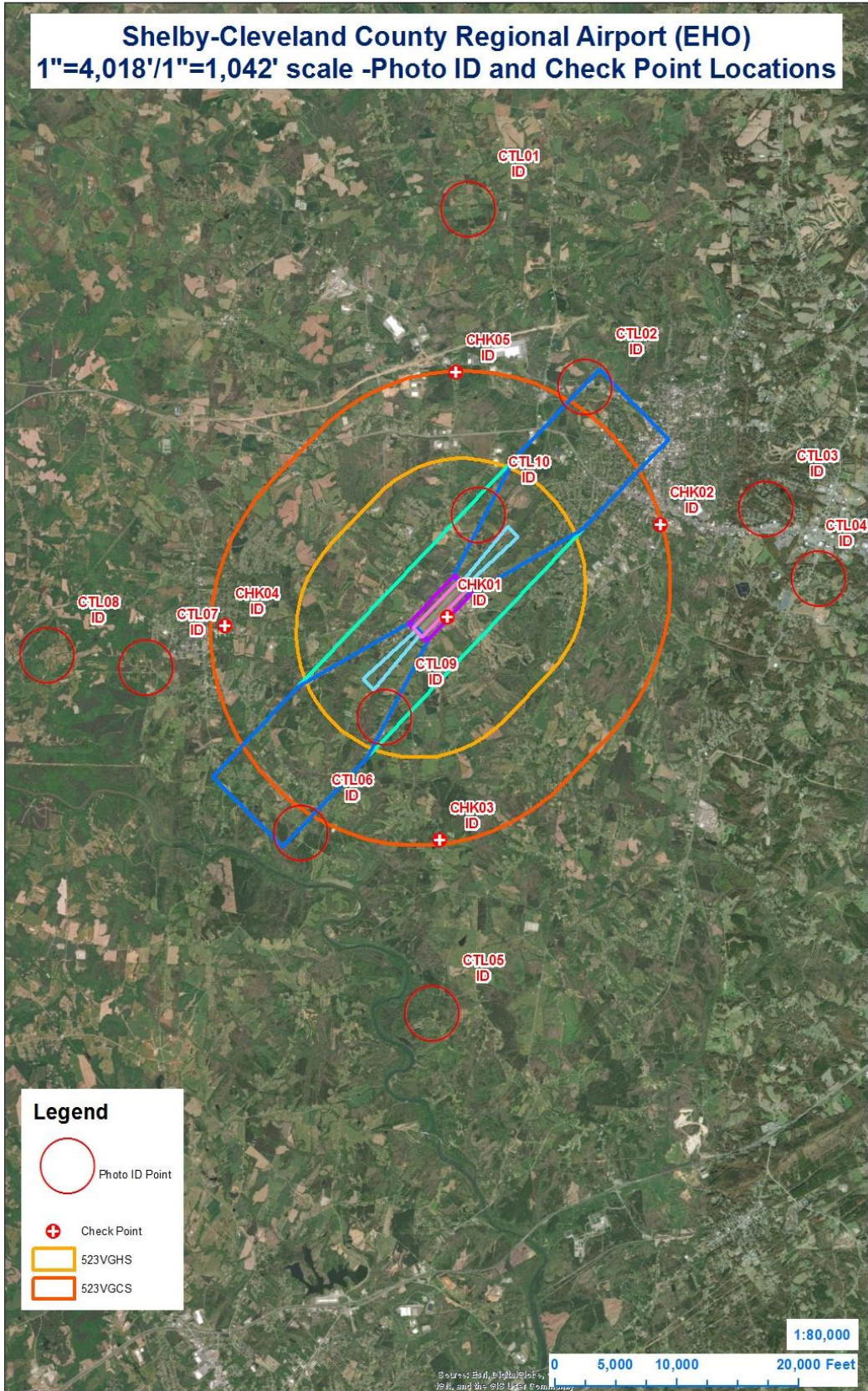
Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call me at 910-899-7837 or email me at the address shown below.

Sincerely,  
Quantum Spatial, Inc.

Rick Wallace  
Sr. Account Manager, Southeast Region  
rwallace@quantumspatial.com





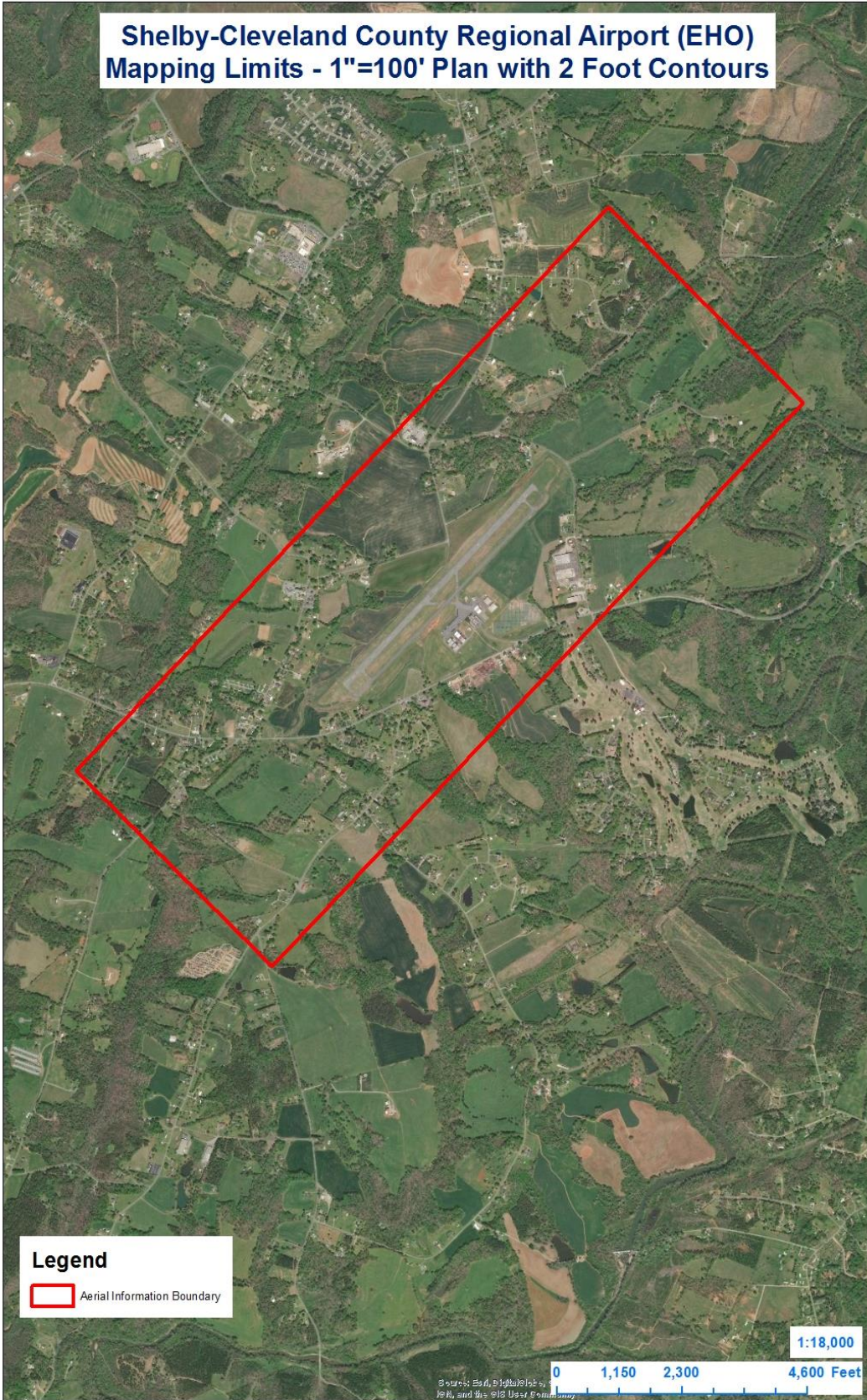








**Shelby-Cleveland County Regional Airport (EHO)  
Mapping Limits - 1"=100' Plan with 2 Foot Contours**





## AV-508 Pre Bid DBE/MBE/WBE Goal Notification and Certification

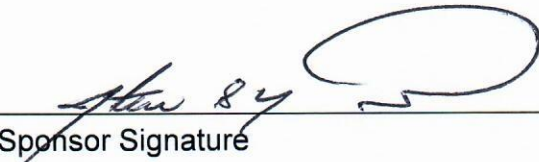
Airport Name: Shelby-Cleveland County Regional Airport

WBS Number: 36244.23.14.1

Project Description: Update Airport Layout Plan

DBE/MBE/WBE Goal: 0% - Professional services only

I acknowledge the above goal and certify that it was used in the bid documents for the project according to the applicable federal law CFR Title 49 Part 26 and state statues GS 136-28.4; EO 106; GS 143-48; GS 136-28.10

 12/09/2019  
Sponsor Signature Date

Justin Merritt, Finance Director, City of Shelby  
Name, Title



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AV-509/AV-510 DBE/MBE/WBE/HUB VENDOR COMMITMENTS/AWARDS/PAYMENTS

AIRPORT NAME: Shelby-Cleveland County Regional Airport CONTRACTOR PAY REQUEST #: N/A WBS #: 36244.23.14.1 FINAL

Instructions: Select the Final button if this is the last payment for this project. If any percentages are not 100%, then also submit an AV-514. The % column includes total payment, including the current payment to meet the goal.

Table with columns: Payor Name, SAP Payor Report ID, Vendor / Sub Name, SAP Vendor / Sub Report ID, Committed Award (\$ AV-509), Total Prior Payments (\$ AV-510), Current Payment (\$), Total (\$), Date Paid to Vendor / Sub this Invoice, %

PAYOR NAME: PAYOR SIGNATURE: DATE SIGNED: SPONSOR NAME: Justin Merritt, Finance Director City of Shelby SPONSOR SIGNATURE: DATE SIGNED: 12/09/2017

Notes: Goal is 0%, Professional Services Only

(AV-509/AV-510) (10/18) Form must be complete in order to be processed. Incomplete forms will be returned which will delay reimbursement request. For SAP Payor Report ID and SAP Vendor/Sub Report ID, please go to https://www.ebs.nc.gov/VendorDirectory/default.html to verify IDs.

ORDINANCE NO. 3-2020

AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGET FOR THE CITY OF SHELBY'S AIRPORT LAYOUT PLANNING PROJECT

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 establish a capital project ordinance and budget for the City of Shelby's Airport Layout Planning Project

WHEREAS, it is necessary for the City to establish a budget for this capital project and appropriate applicable funds needed for this project in order to comply with applicable provisions of the North Carolina Local Government Budget and Fiscal Control Act; and,

WHEREAS, G.S. 159-13.2 provides that a City may undertake projects such as the airport layout plan grant by way of a capital project ordinance providing the necessary balanced budget and funding for the life of the project;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA: The City of Shelby's Airport has been awarded an airport layout planning grant. The proceeds and disbursements of this grant are required to be appropriated.

Section 1. The following amounts are hereby appropriated for the Airport Layout Planning Project:

111453-42000-ALP20 PROFESSIONAL SERVICES \$250,000

Section 2. It is estimated that the following revenues will be available for the Airport Layout Planning Project:

11105000-34501-ALP20 GRANTS \$ 225,000  
11105000-33500-ALP20 TRANSFERRED FROM COUNTY 12,500  
11005000-39110-ALP20 TRANSFERRED FROM GENERAL FUND 12,500  
\$ 250,000

Section 3. The provisions of this capital project ordinance shall be entered in the minutes of the Shelby City Council and copies filed with the City Manager as Budget Officer, the Finance Director, and the City Clerk for their direction and guidance in receiving revenues and expending the monies due thereunder.

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

Adopted and approved this the 6th day of January 2020.

\_\_\_\_\_  
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  
January 6, 2020  
City Hall Council Chamber

**Agenda Item: E**

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: F**

Council Announcements and Remarks

**G. 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