

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

Invocation

Pledge of Allegiance

A. Approval of Agenda

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

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

B. Public Comment:

1

In accordance with City Council's policy, public comment is only taken at the second regular meeting each month. Any citizen who wishes to address Council must register with the City Clerk prior to 6:00 p.m. on the meeting night. The Mayor will call upon each individual during this portion of the meeting and will allow three (3) minutes to speak.

C. Public Hearings:

- 1) Consideration of the proposed intent of the City of Shelby to offer an economic development incentives contract to Steffes, LLC: Resolution No. 52-2021 2
- 2) Consideration of the proposal to convey land owned by the City of Shelby to Steffes, LLC for an economic development project: Resolution No. 53-2021 24
- 3) Consideration of an ordinance to extend the corporate limits of the City of Shelby, North Carolina: Ordinance No. 32-2021 42

D. 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.

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1) Approval of the Minutes of the Regular Meeting of August 2, 2021	52
2) Approval of a reimbursement resolution with regard to installment financings for Fiscal Year (FY) 2021-2022: Resolution No. 54-2021	61
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<i>To adjourn a meeting of City Council, a majority of the Council Members must vote for a motion to adjourn.</i>	
1) Motion to adjourn	114

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

B. Public Comment:

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City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

C. Public Hearing:

Agenda Item C-1:

- 1) Consideration of the proposed intent of the City of Shelby to offer an economic development incentives contract to Steffes, LLC: Resolution No. 52-2021

Presenting: (Rick Howell, City Manager)

Summary of Available Information:

- Notice of Public Hearing
- Incentive Agreement
- Resolution No. 52-2021

City Manager's Recommendation / Comments

This time is scheduled on the agenda for City Council to conduct the required public hearing in accordance with the NC General Statutes. This hearing has been duly advertised as required by law. Subsequent to the hearing a resolution and agreement for City Council has been prepared for consideration at the regular meeting to be held Monday, August 16, 2021. That resolution will generally proposes the following.

1. Steffes LLC agrees to invest no less than \$20,907,000. within the city limits creating approximately 100 new jobs with an average annual compensation of \$47,923. over the next 3 years.
2. The City agrees to make 3 annual incentive grant payments in an amount equaling 20% of the City's tax levy on the actual net new assessed investment made by Steffes LLC. This is estimated to be an annual payment of \$20,907. for 3 years. A total of \$62,721.

After the conclusion of the public hearing City Council may act upon Resolution No. 52-2021. It is my recommendation that Resolution No. 52-2021 be adopted and approved by City Council at this time.

NOTICE OF PUBLIC HEARING

The City of Shelby proposes to appropriate and expend City funds for the following economic development project pursuant to North Carolina General Statute 158-7.1. The Shelby City Council intends to consider entering into an economic incentives contract with Steffes Incorporated. Steffes contemplates expansion of its operations through acquisition of 9.018+/- acres; making an investment of at least Twenty Million Two Hundred Thousand Dollars. The Company intends to create approximately One Hundred (100) new jobs with an average annual compensation of Forty-Seven Thousand Nine Hundred Twenty-Three Dollars (\$47,923.00) which is above the Cleveland County median wage. Under the economic incentives contract, the City will make three (3) annual cash incentive grants to Steffes Incorporated, pursuant to the City of Shelby's Industrial Incentive Program, beginning in the fiscal year in which Steffes Incorporated contemplates construction of a manufacturing facility costing no less than Twenty Million Two Hundred Thousand Dollars on Cleveland County Parcel 64587. Pursuant to the City of Shelby's Industrial Incentive Program, the amount of each year's grant will be twenty percent of the City's tax levy then in effect on Steffes Incorporated's net new investment as calculated by the Cleveland County Tax Assessor. The City of Shelby estimates this amount will be approximately Twenty Thousand Nine Hundred Seven Dollars (\$20,907.00) annually. The City will fund the payments with available revenues in the City's General Fund. The Shelby City Council believes this project will stimulate and stabilize the local economy and result in the creation of a substantial number of new, permanent jobs in the City of Shelby.

The Shelby City Council will hold a public hearing on the City's proposed appropriation and expenditure of funds for this project at 6:00 p.m. on Monday, August 16, 2021, at the Don Gibson Theater located at 318 South Washington Street in the City of Shelby. The Shelby City Council invites all interested persons to attend and present their views.

INCENTIVE AGREEMENT

This Incentive Agreement (“Agreement”) made and entered into this the _____ day of August, 2021 by and between the **CITY OF SHELBY, NORTH CAROLINA**, a municipal corporation existing under the laws of the State of North Carolina (the “City”) and Project Laser, a limited liability company with operations in the state of North Carolina (the “Company”). The City and the Company may from time to time hereinafter be referred to individually as a Party and collectively as “Parties”.

WITNESSETH

WHEREAS, the Local Development Act of 1925, as amended, (Article 1 Chapter 158 of the North Carolina General Statutes) grants cities the authority to make appropriations for the purpose 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 G.S. §§160A-209, 158-7.1, and 158-7.2 as construed by the North Carolina Supreme Court in its opinion in Maready v. City of Winston-Salem, et al 342 N.C.708, 467 S.E. 2d 615 (1996), authorizes the City to enter into an agreement with the Company in connection therewith; and

WHEREAS, the Shelby City Council (“Council”) pursuant to North Carolina law, 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 as determined in accordance with the provisions of the Program; and,

WHEREAS, the Company requested the incentives contained herein to induce it to make capital investments for the creation of new full-time jobs; without such economic incentives the Company may not have contemplated the Project; and

WHEREAS, the Company contemplates expansion of its operations through acquisition of 630 Plato Lee Road, which is owned by the City and contains 9.018 +/- acres for future expansion; and,

WHEREAS, the Company intends to create approximately One Hundred (100) new jobs with an average annual compensation of Forty Seven Thousand Nine Hundred Twenty Three Dollars (\$47,923.00) which is above the Cleveland County median wage as determined by G.S.§158-7.1(d2)(1) during the next three (3) years of this Agreement; and the created jobs shall remain at the expansion site throughout the Grant Term of this Agreement; and

WHEREAS, the entire Expansion Project will include site improvements, buildings, and the installation of machinery; and significant use of City water, sewer, and natural gas with a total

investment of up to Twenty Million Two Hundred Thousand Dollars (\$20,200,000.00) over the three years of this Agreement; and

WHEREAS, Council has determined, following a public hearing on August 2, 2021: the Company meets the criteria for participation in the Program due to the planned Expansion Project, which will increase the population, taxable property base and business prospects of the City; but for certain incentives for the Expansion Project (the “Incentives”) the Company would not expand its operations in the area; and it is in the public interest to provide assistance as authorized by the North Carolina General Statutes §§ 160A-209, 158-7.1, and 158-7.2; and

WHEREAS, in exchange for the capital investment and improvements to real property as well as new machinery valued at up to Twenty Million Two Hundred Thousand Dollars and at least One Hundred new jobs as described above, the City proposes to offer incentive grant payments to Company subject to the fulfillment of the following conditions: satisfaction of performance commitments and confirmations of capital investments and improvements as determined by the Cleveland County Tax Department; and satisfaction of jobs and wages commitments which will be confirmed by the figures shown on the Company’s filings with the North Carolina Employment Security Commission as to unemployment compensation taxes; and

WHEREAS, the State of North Carolina, and Cleveland County, North Carolina have offered separate economic incentive packages to the Company.

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:

I. DEFINITIONS

- A. Abandonment of Operations: For a period in excess of four continuous months, Company ceases operations at its facility.
- B. Baseline Employment: The number of employees employed by the Company as of the date of the execution of this Agreement.
- C. Baseline Valuation: The current assessed valuation of Parcel 64587/630 Plato Lee Road as assessed by the Cleveland County Tax Assessor prior to the investment contemplated in this Agreement. Upon revaluation by Cleveland County, the baseline valuations shall be adjusted as determined by the Cleveland County Tax Assessor.
- D. Commencement Date: The date which Company begins actual production operations at Parcel 64588 after having obtained applicable governmental approvals, certificates of zoning compliance, and certificates of occupancy. Unless delayed by causes beyond the control of the Company, the Commencement date is anticipated no later than December 31, 2022.

- E. Company: Project Laser
- F. Eligible Property: Includes (a) Parcel 64587 also known as 630 Plato Lee Road as described in Exhibit A (Legal Description of Real Property) including all improvements the Company constructs thereon, including all buildings, building systems, and building improvements, and (b) all personal property as described in Exhibit B, which includes personal Property the Company purchases and installs at or relocates to the Facility or such other real property. Notwithstanding the foregoing, eligible property does not include property valued for baseline valuation purposes.
- G. Expansion Site: Collectively Parcels 64587 (630 Plato Lee Road) and 64588 as identified by Cleveland County GIS.
- H. Incentive: An economic inducement provided to the Company for the purpose of securing the Company's expansion of its facility in Shelby, North Carolina.
- I. Minimum Taxable Investment: The aggregate qualifying expenditures by the Company as reflected in Exhibit C and verified by the Cleveland County Tax Assessor. The minimum taxable investment shall be used for calculating the annual incentive grant payment.
- J. Personal Property: Any movable or intangible thing that is subject to ownership and not classified as real property that the Company owns or leases which is located at the Expansion Site, including all machinery, equipment, furniture, furnishings, fixtures, property that is capitalized for the federal or state income tax purposes, and all replacements of any of the foregoing in excess of One Hundred Thousand Dollars (\$100,000.00),
- K. Qualifying Expenditure: Any expenditure the Company (Affiliate or Lessor) makes for Eligible Property, which is subject to tax in Cleveland County, North Carolina, and is not subject to an exemption or exclusion from tax that the Company uses.
- L. Tax/Taxes: Ad valorem property tax levied on real or personal property located in Cleveland County, North Carolina pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax the County levies on property.
- M. Total Taxable Investment: The taxable value of all qualifying expenditures made by Company in and to the Shelby, North Carolina Facility as December 31, 2025.

II. GRANT CRITERIA

- A. Capital Investment. Company shall begin its investment in the project within twelve (12) months of the executions of this Agreement. Within thirty-six months from the Commencement Date, Company will cause new capital investments in the minimum taxable investment amount of Twenty Million Two Hundred Thousand Dollars (\$20,200,000.00) to be made in the City of Shelby. The new Capital Investment shall not include the Baseline Valuation as determined by the Cleveland County Tax Assessor. Capital investments shall be made substantially according to the Investment and Employment Schedule attached hereto as Exhibit C. Said Schedule is intended to show the sequencing and approximate percentage of completion of the Project as of the dates indicated thereon. Capital investment will consist of improvements located at Cleveland County Parcel 64588. In the event the capital investments are not made at the Expansion Site within the time periods herein set forth, then the Company shall reconvey Parcel Number 64587/630 Plato Lee Road to the City or pay a sum of Three Hundred Twenty-one Thousand Nine Hundred Forty-two Dollars and 00/100 (\$321,942.00) no later than January 31, 2027.
- B. Job Creation. Company shall employ One Hundred (100) persons in qualified jobs at the Expansion Site substantially according to the Investment and Employment Schedule attached hereto as Exhibit C and D respectively. Said jobs shall be new jobs actually added to Company's Shelby facility payroll and do not include Baseline Employment nor jobs transferred from Company's existing facilities. Notwithstanding the foregoing, the Company will have "substantially" met and maintained its commitment if it reaches and maintains at least ninety percent (90%) of the commitment established in Exhibit D.
- C. Customer of the City. The Company agrees to become a regular customer of the City's water, sewer, and natural gas systems, subject to the City's policies and ordinances regulating the discharge of wastewater, use of water, electricity, and natural gas. Company's billing shall be subject to the City's schedule of fees which are adopted and may be amended by Council from time to time.
- D. Company's Ownership. The Company will exclusively own, operate, and maintain all sewer flow metering devices, pretreatment facilities, water service lines past the point of metering, electric line past the point of metering and all-natural gas service lines and piping past the point of metering connecting each facility and/or building at the Company's premises.
- E. Application for Services. The Company will make application for services at the appropriate time providing appropriate financial guarantees as required by the current City Utility Service Policy.

- F. Guaranteed Minimum Level of Performance. The Company agrees that its minimum level of performance pursuant to this Agreement shall be as set forth in this Agreement. Furthermore, Company agrees that failure to meet the minimum level of new employment as reflected herein shall entitle the City to make reductions in incentive grant payments paid to the Company in an amount of Five Hundred Dollars (\$500.00) per employee not hired as reflected in Exhibit D. Company further agrees that failure to meet the minimum level of direct investment as reflected herein shall entitle the City to make pro rata reductions in incentive installments paid to the Company. It is agreed and understood by the parties hereto that the failure of the Company to meet the level of performance with respect to minimum level of investment or minimum level of new employment as specified herein shall be considered a breach of this Agreement and shall entitle the City to cease any future incentive grant payments to the Company. Notwithstanding the foregoing, Company will have “substantially” met and maintained a commitment if it reaches and maintains at least ninety percent (90%) of the commitment established in Exhibit C.
- G. Proof of Compliance. Company agrees to provide requisite reports and certificates to verify the requirements of this Agreement are fulfilled. Acceptable forms of proof for taxable investment shall be records from the Cleveland County Tax Administrator. Acceptable forms of proof of payment of taxes shall be cancelled check or receipts of payment from the Cleveland County Tax Administrator. Acceptable forms of proof for employment verification shall be in the form of a notarized statement from a North Carolina licensed certified Public Accountant or written verification by the North Carolina Employment Security Commission.

III. GRANT TERM.

- A. Subject to the provisions below, the Grant Term (a) will commence on July 1, 2022, unless the Grantee directs otherwise in writing to the City Manager as set forth herein, and (b) will continue for three (3) years (ending on June 30th of the third year) as long as the Grant Criteria remain satisfied. The Company may elect to delay the commencement of the Grant Term by a period of one (1) year by providing written notice to the City manager at least ninety (90) days prior to July 1, 2022. Between January 1st and March 31st of each year of the Grant Term in which the City approves the Company’s Performance Certification, the City shall make an Incentive Grant payment to the Company in an annual amount as set forth below, as long as the Company remains compliant with this Agreement.

IV. CERTIFICATION OF GRANT CRITERIA AND INCENTIVE GRANT PAYMENTS

- A. In each year of the Grant Term, the Company shall request payment of an Incentive Grant from the City. 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 the Grantee: (i) satisfied all 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 the Company shall fail to request payment of the Incentive Grant during any year of the Grant Term, the Incentive Grant for that year shall be forfeited.

- B. Upon receipt of such certification from the Company, the Cleveland County Tax Assessor shall determine as of January 1st of each year of the Grant Term, the total investment 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. Calculation of Grant Amount. The Parties acknowledged that the Eligible Property as defined herein does not include city-owned property which was generating taxable income prior to the Company's investment.
- D. For each year of the Grant Term, the net new investment as calculated by the County Tax Assessor, shall be multiplied by the City tax rate then in effect (which as of the date of this Agreement, the City acknowledges is equal to \$.005175. The aforementioned amount shall then be multiplied by twenty percent (20%), and the resulting figure shall be the amount of the incentive grant payment to the Company in the requested fiscal year. Notwithstanding the foregoing, **no grant funds shall be paid by the City pursuant to this Agreement until Company has paid all applicable taxes due to the City in any grant year.**

V. **INCENTIVE GRANT**

A. **Grant Payments**

- i. Between January 1st and March 31st of each year of the Grant Term in which the City approves the Company's Performance Certification, the City shall make an Incentive Grant payment to the Company in an annual amount as set forth below, so long as the company remains compliant with this Agreement:
 - 1. Twenty percent (20%) of the total ad valorem taxes paid by the Company to the City for the Expansion Project for the three years of the Grant Term.
 - 2. The table below illustrates the implementation of the Incentive Grant based on the Company's anticipated investment schedule:

Grant Year	Net New Investment	Actual City's Levy (Net New Investment x 0.005175)	Grant Back Incentive Percentage	Grant Back Incentive Dollar Amount
1	\$12,500,00.00	\$64,687.50	20%	\$12,937.50
2	\$7,200,000.00	\$37,260.00	20%	\$7,452.00
3	\$500,000.00	\$2,587.50	20%	\$517.50
Total	\$20,200,000.00	\$104,535.00	20%	\$20,907.00

B. Grant Criteria Compliance. Once Company has complied with the Grant Criteria, payments shall be paid to the Company in an annual amount as determined in Section (V)(A) above. Grant payments shall continue throughout the grant term only so long as Grantee continues to satisfy the Grant Criteria. Company agrees to cooperate with City by providing such information and such access to 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 City shall provide thirty (30) days written notice to the Grantee of non-compliance. Upon expiration of this thirty (30) day period City may immediately terminate this Agreement.

C. Statutory Compliance. The Company understands the City's participation is contingent upon authority as established in §158-7.1 of the North Carolina General Statutes; however, should statutory authority be withdrawn by the North Carolina General Assembly, the City may terminate this Agreement without penalty to the City and without further compliance with this Agreement.

VI. OTHER INCENTIVE GRANT CONDITIONS. The Company shall comply with the following conditions in order to qualify for the aforementioned Incentives.

A. Public Records Compliance

i. The Company acknowledges that it has been informed by the City of the City's requirement, upon request, to disclose "Public Records" as that term is defined

by N.C. Gen. Stat. §132.1. Notwithstanding, the City acknowledges that some or all of the information made available by the Grantee 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 or 132-6(d), and that all such information is proprietary. Some or all 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.

- ii. Company shall clearly and prominently label each confidential record as “Confidential” on its face.
 - iii. The City shall, if it receives a request for disclosure of any such information, notify the Company of such request for properly designated confidential information.
 - iv. The City, to the fullest extent allowed by state law, will hold confidential information. unless or until: (a) the City receives the Company’s written permission to release or disclose; or (ii) the City is compelled to do so by final order of a court of competent jurisdiction.
 - v. The Company may defend any claims or disputes arising from effort of others to cause any such disclosures The Company shall have the right to direct any litigation of such dispute and shall indemnify and hold the City harmless against any and all legal challenge for the City’s withholding of any record Company has designated as “Confidential”; including but not limited to any legal fees and expenses incurred by the City in opposing such request for disclosure.
 - vi. The Company acknowledges that the City has met the disclosure requirements set forth in N.C. Gen. Stat. §132-1.11(b).
- B. 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.
- C. The Company expressly discharges the City of Shelby of any and all responsibility for any aspect of the design or construction of the Project.
- D. Ad Valorem Taxes and Termination upon Failure to Pay. The Company shall remain current in the payment of all ad valorem taxes imposed by any governmental unit, and all utility charges and fees imposed on the Company by the City of Shelby. If Company at any time during he grant term fails to pay all applicable local taxes on the full value of its assets when due, then the City may terminate this Agreement and have no further obligation to Company for the payment of any grant award or the provision of any other incentive. Prior to termination on the basis of Grantee’s failure to pay applicable taxes when due, City shall provide thirty (30) days written notice to Company stating that

taxes are delinquent. If taxes have not been paid upon the expiration of thirty days following deliver of notice to Company, City may terminate this Agreement.

VII. REMEDIES

- A. 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 created 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 governmental body):
- i. 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 having received written notice of such failure from the City; or
 - ii. 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
 - iii. 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
 - iv. 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.
- B. Recapture. If at the end of the Grant Term Company fails to meet and maintain either the cumulative investment or employment goals within the annual timetable set forth in this Agreement then the Company will reconvey 630 Plato Lee Road, the property outlined in Exhibit A, free and clear of any encumbrances to the City for a sum of Three Hundred Twenty-One Thousand Nine Hundred Forty-two Dollars (\$321,942.00) at the end of the term.
- C. Abandonment of Operations. The City shall have the option of terminating this Agreement upon an Abandonment of Operations by the Company, without City penalty or obligation. The aforementioned option must be executed by giving written notice to

the Company. Abandonment of Operations shall be defined as a period in excess of eight (8) weeks during which the Company's level of Full Time Equivalent Employees or Direct Investment goes below thirty percent (30%) of the guaranteed minimum levels of performance commitments described herein. Notwithstanding the foregoing, if the aforesaid decline in the number of full-time equivalent employees or the Company's failure to make the required direct investments is attributable to an overall national economic decline (as may be recognized by the United States Bureau of Labor Statistics), this shall not be deemed abandonment of operations entitling the City to terminate this Agreement, and the Company shall not be deemed to be in default. In such event, the Company's and the City's obligations shall be suspended for one year and resume thereafter. If after one year the aforesaid decline continues the City may declare an Abandonment of Operations and proceed as set forth herein.

D. Natural Termination. In any event, the above terms notwithstanding, this Agreement shall terminate upon the 31st day of January 2026.

VIII. **LIMITATION OF CITY'S OBLIGATIONS**

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION.

THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE CITY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR CREATE A LIEN OR ANY CLASS OR SOURCE OF THE CITY'S MONEY, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY.

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY

IX. **MISCELLANEOUS**

A. 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 the City:

City of Shelby
300 South Washington Street
Shelby, North Carolina 28150
Attention: City Manager
rick.howell@cityofshelby.com

With a copy that shall not constitute notice to:

Office of the City Attorney
300 South Washington Street
Shelby, North Carolina, 28150
andrea.fite@cityofshelby.com

If to Company:

Project Laser
Address Line 1
Address Line 2
City, State Zip Code
Attention: [Insert Role]
Email Address

- B. Parties. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors in interest. Nothing contained in this Agreement shall be construed to (a) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- C. 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 Agreement concerning the Project. 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.
- i. Amendments. This Agreement may only be modified, altered or amended by mutual written consent of the Parties.
 - ii. Assignment. No party shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other Party, provided the Company has the right, at its sole discretion, to assign some or all of its rights hereunder to a subsidiary. 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.

- D. Statutory Authority for Incentives. 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.G.S. §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.G.S. §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 insurance 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 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.
- E. 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 situated in Cleveland County.
- F. Captions, Headings, 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.
- G. Force Majeure. Subject to the provisions contained herein neither party shall be liable to the other party for non-compliance with its contractual obligations hereunder, if and to the extent such non-compliance is directly attributable to an event of force majeure. Events of force majeure are events or causes which are not under a party's reasonable control and render the execution of a party's obligations impossible. Each party shall forthwith inform the other party of the occurrence of a force majeure event preventing such party from complying with its contractual obligations. Force Majeure does not include failure of the Company to secure permitting necessary for the project to proceed.

Compliance with Laws

- i. Non-Discrimination. Company shall at all times remain in compliance with all applicable local, state, and federal laws, rules and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules and regulations. Company shall not discriminate against any person based on age, race, ethnicity, color, national origin, creed, sex or gender.
- ii. E-verify. By executing this Agreement Company affirms that it, and any North Carolina affiliates of Company is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement, Company certifies that Company, and none of its North Carolina Affiliates have been identified, nor have they utilized the services of any agent or subcontractor on the list created by the North Carolina State Treasurer pursuant to Article 6E and 6G of Chapter 147 of the North Carolina General Statutes.
- iii. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Agreement.

[The remainder of this page is intentionally blank]

[Signature page to follow]

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 of the year first written above.

CITY OF SHELBY, NORTH CAROLINA

O. Stanhope Anthony, III
Mayor

Attest:

By: _____
Bernadette A. Parduski, NC-CMC, IIMC-MMC

PROJECT LASER

[Insert Name]
[Insert Title]

Attest:

By: _____

EXHIBIT A
PROPERTY DESCRIPTION

DRAFT

EXHIBIT B
PERSONAL PROPERTY DESCRIPTION

DRAFT

EXHIBIT C
MINIMUM TAXABLE INVESTMENT

DRAFT

EXHIBIT D

JOB AND WAGE CLASSIFICATION PROFILE

DRAFT

RESOLUTION NO. 52-2021

A RESOLUTION AUTHORIZING INCENTIVES CONTRACT WITH STEFFES LLC

WHEREAS, North Carolina General Statute 158-7.1 authorizes a city to undertake an economic development project by extending assistance to a company in order to cause the company to locate or expand its operations within the City; and

WHEREAS, Steffes LLC contemplates expansion of its operations through acquisition of 9.018+/- acres; making an investment of at least Twenty Million Two Hundred Thousand Dollars (\$22,000,000.00); and

WHEREAS, Steffes LLC intends to create approximately One Hundred (100) new jobs with an average annual compensation of Forty-Seven Thousand Nine Hundred Twenty-Three Dollars (\$47,923.00) which is above the Cleveland County median wage; and

WHEREAS, the Shelby City Council has held a public hearing to consider whether to participate in an economic development project with Steffes, LLC. by offering cash grants pursuant to the City of Shelby's Industrial Incentive Program; and

WHEREAS, City Council believes the economic development project will: stimulate, diversify, and stabilize the local economy through increased sales tax revenues and personal property tax revenues; promote business in the City through increased purchases of local goods and services; increase the City's revenue by having Steffes as a customer of the City for water and sewer services; and create a substantial number of jobs in the City; and

WHEREAS the City will make three annual cash incentive grants equal to twenty percent of the City's tax levy then in effect on Steffes LLC's net new investment as calculated by the Cleveland County Tax Assessor for the applicable year. The City of Shelby estimates this total amount will be approximately Twenty Thousand Nine Hundred Seven Dollars (\$20,907.00); 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 RSOLVED BY THE SHELBY CITY COUNCIL:

1. In accordance with City's Industrial Incentive Program, the City Council extends to Steffes LLC by agreement the offer to provide annual grants that equal 20% of the taxes paid to the City on the net new taxable investment of the project over a period of three years. The grant award is subject to execution of a contract drafted in accordance with the provisions of the North Carolina General Statute §158-7.1 said agreement describing the expecting benchmarks and recourse for non-compliance.
2. The Mayor and City Clerk are authorized to execute the contract and any other documents necessary to the project on behalf of the City.
3. This resolution shall be come effective upon its adoption and approval.

Adopted this the 16th day of August 2021.

O. Stanhope Anthony III
Mayor

ATTEST:

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

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item C-2:

- 2) Consideration of the proposal to convey land owned by the City of Shelby to Steffes, LLC for an economic development project: Resolution No. 53-2021

Presenting: (Rick Howell, City Manager)

Summary of Available Information:

- Notice of Public Hearing
- Real Estate Purchase Agreement
- Resolution No. 53-2021

City Manager's Recommendation / Comments

This time is scheduled on the agenda for City Council to conduct the required public hearing in accordance with the NC General Statute 158-7.1. This hearing has been duly advertised as required by law. Subsequent to the hearing a resolution for City Council has been prepared for consideration at the regular meeting to be held Monday, August 16, 2021. That resolution will generally proposes the following.

1. The City proposes to convey 9.018 acres (parcel #64588 located at 630 Plato Lee Road) for an economic development project which it believes will stimulate and stabilize the local economy resulting in the creation of new and permanent good paying jobs within the city limits. The proposed sale price has been determined to be \$321,942.
2. Steffes LLC proposes to purchase said parcel paying the full cost at closing for the purpose of expansion of its manufacturing operation.

After the conclusion of the public hearing City Council may act upon Resolution No. 53-2021

NOTICE OF PUBLIC HEARING

The City of Shelby proposes to convey land, owned by the City of Shelby, for an economic development project pursuant to North Carolina General Statute 158-7.1. The Shelby City Council intends, subject to public comment at the public hearing for which notice is hereby given, to approve conveyance of a fee simple interest in a 9.018 +/- acre tract of land at the industrial park. This tract is identified as Cleveland County Parcel Number 64588 and otherwise known as 630 Plato Lee Road. The conveyance will be made to Steffes Incorporated, which will utilize it for expansion of its operations. The Shelby City Council has determined the value of the tract is Three Hundred Twenty-One Thousand Nine Hundred Forty-Two Dollars and 00/100 (\$321,942.00). The purchaser of the tract intends to pay the City of Shelby the full value of the tract at closing. The Shelby City Council believes this project will stimulate and stabilize the local economy and result in the creation of a substantial number of new, permanent jobs in the City of Shelby and Cleveland County.

The Shelby City Council will hold a public hearing on the City's proposed conveyance of this tract of land for this project at 6:00 p.m. on Monday, August 16, 2021, at the Don Gibson Theater located at 318 South Washington Street in the City of Shelby. The Shelby City Council invites all interested persons to attend and present their views.

**REAL ESTATE PURCHASE
AGREEMENT**

This Real Estate Purchase Agreement (this "**Agreement**") is made on Effective Date (the "**Effective Date**" being the date of the last required signature obtained), by and between the City of Shelby (the "**Seller**"), the address of which is 300 South Washington Street, Shelby, North Carolina 28150, and Steffes, LLC, a limited liability company legally existing under the laws of the State of North Dakota, on behalf of an entity to be formed (the "**Purchaser**"), the address of which is 3050 Highway 22N, Dickinson, North Dakota, 58601 (the Seller and Purchaser are hereinafter together referred to as the "**Parties**" or individually as a "**Party**").

1. Sale and Purchase. Subject to the terms and conditions of this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell to Purchaser, for the purpose of Operating a Manufacturing facility for fabrication of metal parts and assembled goods subject only to the Permitted Exceptions (defined below):
 - a. That certain approximately 9.018 acre parcel of land located on Plato Lee Road, in Shelby, Cleveland County, North Carolina, as depicted and otherwise described on Exhibit A hereto, identified as Parcel Number 64587 and designated thereon as Tract A (the "**Land**");
 - b. All right, title and interest, if any, of Seller in and to all other improvements on, above and below the Land, if any, such as plumbing, heating, supplemental heating, ventilation, lighting, cooling, air conditioning, ducts, and other fixtures attached to, a part of or used in connection with the building and improvements, parking areas, facilities, walk-ways, ramps and other appurtenances relating to the Land, if any (collectively the "**Improvements**");
 - c. All right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the center line thereof; and
 - d. All right, title, and interest, if any, of Seller, in and to all approvals, permits, land use orders, zoning rights, and use permissions related to the real property, if any; and
 - e. All easements appurtenant to the Land, including, but not limited to privileges or rights of way over adjoining premises inuring to the benefit of the Land, or the fee owner thereof, together with all the rights of use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging to the foregoing, if any.

(Collectively the Land, building, Improvements and other rights, if any, set forth above are referred to as the "**Property**").

2. Purchase Price. The Purchase Price for the Property and all other rights identified herein shall be Three Hundred Twenty-One Thousand Nine Hundred Forty-Two Dollars (\$321,942.00) (the "**Purchase Price**"). The net Purchase Price, after deposits, will be paid via wire transfer at Closing subject to adjustments, pro-rations and credits set forth herein.

3. Title and Survey.

- a. Not later than five (5) business days following the Effective Date, Purchaser shall order a commitment to issue an owner's policy of title insurance from the Title Company in the name of Purchaser, in the amount of the Purchase Price (the "**Title Commitment**").
- b. Purchaser may at its sole cost and expense obtain an ALTA survey of the Property (the "**Survey**"). If the Survey is sufficient for the Title Company to issue the title insurance policy without a standard survey exception, then the title insurance policy issued to Purchaser at Closing shall not have a standard survey exception.
- c. Purchaser shall have until thirty (30) days after receipt of the last Survey and Title Commitment (the "**Title & Survey Review Period**"), to notify Seller of any objections in writing ("**Purchaser's Objection Letter**"). If no Defect Notice(s) is/are given during the Title & Survey Review Period, then Purchaser shall be deemed to have accepted the condition of title as shown on the Title Commitment and Survey (except as to the Lot Split, which is otherwise provided for in this Agreement). Purchaser need not object to monetary lien(s), such as mortgage(s), tax liens, or water/sewer liens, and the same shall be caused to be discharged by Seller at Closing. Purchaser may, in its discretion, waive any title and survey objections at any time.
- d. The Seller shall have thirty (30) days following receipt of a/each Defect Notice(s) ("**Seller's Response Period**"), to inform Purchaser in writing that Seller: (i) will remedy the title or survey defect(s) identified on the Defect Notice(s), (ii) obtain title insurance specifically insuring against the defects in question, or (iii) it is unable or unwilling to remedy the title or survey defect(s) (each, a "**Seller's Title and Survey Response**").
- e. In the event that the Seller's Title and Survey Response is not given timely or provides that Seller is unable to remedy the defects to the survey or title identified on the Purchaser's Objection Letter(s), the Purchaser shall have ten (10) business days to: (i) accept the condition of title as shown on the Title Commitment and Survey, or (ii) terminate this Agreement by providing written notice to Seller within such period. Failure by Purchaser to terminate this Agreement in writing within the timeframe set forth above shall be deemed a waiver of any termination right, and an election by Purchaser of the option contained in subsection (i) above.
- f. As used in this Agreement, the "**Permitted Exceptions**" shall mean: (i) exceptions to title set forth in the Title Commitment (but not the standard exceptions) or Survey to which Purchaser does not object or to which objection was made by Purchaser but waived as provided above, (ii) if no ALTA survey is ordered, or if the survey is insufficient for the Title Company to remove the standard survey exception, matters which would be disclosed by an accurate survey of the Property, and (iii) the lien for real estate taxes which are not yet due and payable as of the date of Closing.
- g. At Closing, Purchaser shall be issued an Owner's Policy of title insurance to be issued in accordance with the Title Commitment (together with any requested endorsements) and paid for by Purchaser. Such title policy shall be issued without standard exceptions (*except*

that a survey exception may be included if the Survey is insufficient for the Title Company to remove the standard survey exception) and shall contain no exceptions to title to the Property other than the Permitted Exceptions.

4. Governmental Approvals/Incentives/Additional Land.

- a. Purchaser shall have sixty (60) days following the Effective Date of the Agreement (the "**Governmental Approval Period**") to obtain any and all governmental approvals and all available incentives deemed necessary and appropriate by Purchaser related to its planned activities at the Property, including without limitation State of North Carolina tax credits for job creation and capital investment, One North Carolina matching grant program, Job Development Improvement Grant, and other Cleveland County and City of Shelby financial incentives (collectively, the "**Governmental Approvals**").
- b. If Purchaser is unable to obtain the required Governmental Approvals prior to the expiration of the Governmental Approval Period (GAP), Purchaser may terminate the Agreement by providing written notice to Seller prior to the expiration of the Governmental Approval Period,

5. Seller's Representations and Warranties. Seller makes the following representations and warranties which are true and accurate as of the date of this Agreement and shall be true and accurate as of Closing:

- a. Seller is a political subdivision of the State of North Carolina local governmental entity existing pursuant to N.C.G.S. § 160A et seq, with the authority to contract including this agreement to sell real estate and is in good standing.
- b. Seller is the fee simple owner of the Property.
- c. Seller has the authority to enter into this Agreement, and the individual(s) signing on behalf of Seller is/are duly authorized to act on behalf of Seller, as qualified by paragraph 15.q. herein.
- d. There are no pending or threatened lawsuits, actions or proceedings against Seller with respect to or against the Property that would prevent the transaction contemplated by this Agreement.
- e. Seller is not aware of any pending or threatened eminent domain, condemnation proceedings or other governmental taking of the Property of any part thereof.
- f. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- g. Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property.
- h. The Property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and the Property has never been used for a landfill, dump site, underground improvements, storage of hazardous or regulated substances, or

by a manufacturer of any product or for any other industrial use, nor is the Property subject to any wetlands or other environmental limitation. To the extent permitted by law, Seller hereby indemnifies and agrees to defend and hold Purchaser harmless from all claims, costs, liabilities, judgments, or expenses resulting from any representations and warranties in this paragraph being untrue.

- i. Except to the extent this Agreement provides otherwise, the Property will remain in the condition existing as of the execution of this Agreement until Closing.

If any representation or warranty becomes untrue in any material respect after the Effective Date, Seller shall give Purchaser written notice of such fact. If the matter causing such representation or warranty to be untrue is not remedied by Seller prior to Closing, Purchaser may either (i) terminate this Agreement and the Earnest Money shall be refunded to Purchaser, and neither party shall have any further rights, duties, or obligations pursuant to this Agreement except as expressly provided for herein, or (ii) waive its objections to any such untrue representation or warranty and close this transaction.

6. Purchaser's Representations and Warranties. Purchaser makes the following representations and warranties which are true and accurate as of the date of this Agreement and shall be true and accurate as of Closing:

- a. Purchaser is a legal entity with the authority to contract under the laws of the State of North Carolina.
- b. Purchaser has the authority enter into this Agreement, and the individual signing on behalf of Purchaser is duly authorized to act on behalf of Purchaser.
- c. Purchaser may, at its discretion, name a new entity which shall be a wholly owned subsidiary of Purchaser as owner for the purposes of closing, with such new entity to be formed and fully formed with the North Carolina Secretary of State, and in good standing at the time of closing.

7. Due Diligence Period.

- a. Purchaser shall have until sixty (60) days following the Effective Date (the "***Due Diligence Period***"), to conduct inspections, including without limitation, tests, reviews, analysis of the Property, and to make such other determinations as it deems necessary in its sole and absolute discretion regarding the Property, including but not limited to having an environmental inspection and conducting a Phase I or Phase II environmental study (except, however, that no invasive testing is to be performed without the prior written consent of Seller, which consent may not be unreasonably withheld nor delayed).
- b. Prior to conducting any testing or inspections upon the Property, Purchaser (or Purchaser's inspector/contractor) shall procure and maintain insurance coverage in reasonable amounts (not less than \$1,000,000), naming Seller as an additional insured, covering the risks associated with such inspections/entry. However, no insurance shall be required for inspections that are of a "walk-about" nature involving no physical testing.
- c. Purchaser shall defend, indemnify and hold Seller harmless from and against any damages, costs, expenses or liabilities incurred by Seller as a result of Purchaser's inspections as provided herein, or entry(ies) onto the Property, unless such damages result from the negligence or willful misconduct of Seller, its employees, agents, assigns

or invitee. If the Property is damaged or in any way altered, Purchaser shall restore the Property to the condition that existed prior to Purchaser's inspections or entry. The foregoing obligation(s) shall survive the Closing or termination of this Agreement.

- d. Seller shall, as soon as reasonably practicable and not later than seven (7) business days following the Effective Date, deliver to Purchaser copies of all environmental assessments, survey(s), construction drawings, as-built drawings, title work, lease(s), service contracts, warranties, any written documents pertaining to the Property, engineering and architectural plans and specifications approved by governmental authorities, drawings, floor plans and any recorded easement(s) that may be in its possession for Purchaser's review. Seller shall advise Purchaser of the existence of any service contracts or other obligations with respect to the Property.
 - e. If Purchaser is not satisfied with the Property for any reason or no reason whatsoever, in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement by written notice to the Seller given on or prior to the expiration of the Due Diligence Period. If Purchaser fails to terminate this Agreement by written notice to Seller by the foregoing timeframe, Purchaser shall be deemed to have waived its termination rights under this Section.
8. Delivery Of Premises. The Parties acknowledge that exclusive possession of the Property is to be delivered to Purchaser at Closing. If, and to the extent applicable, Seller shall terminate and shall otherwise ensure that no service contracts or other obligations are in place with respect to the Property at Closing. The parties will coordinate the transfer of utilities into Purchaser's name around the time of Closing.
9. Closing. Unless the parties mutually agree upon another time or date in writing, and unless this Agreement is terminated as provided herein, the consummation of the sale and purchase contemplated herein (the "**Closing**") shall be held at the offices of the Closing Attorney (either in person or via escrow) within seven (7) days following the expiration (or waiver) of the Due Diligence Period and Governmental Approvals Period. The deadline for closing is sixty-seven (67) days after the effective date unless the parties enter a mutual agreement to extend the closing date. Closing may take place earlier should the Purchaser desire, with at least seven (7) days notice to Seller.
10. Closing Procedures.
- a. Taxes. Current year's taxes, if any, shall be prorated and adjusted as of the date of Closing. If tax bill(s) for the current year are not available at Closing, the parties shall estimate the same and a reasonable amount shall be placed in escrow with the Title Company at Closing, with payment and a reconciliation taking place within 30 days following the availability of tax bills.
 - b. Closing Costs. Except as otherwise expressly provided herein and as may be exempted by law, Seller shall pay the cost of the State and County transfer taxes, recording fees for any mortgage discharge, and the recording fee(s) for any item required to place title in the manner required herein. Purchaser shall pay the recording fee for the Deed, and the owner's title insurance policy and any endorsements. Each party shall pay their respective attorney's fees. The parties shall pay any other customary charges and costs of Closing in accordance with local custom.

- c. Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser each of the following documents (the "*Seller Closing Documents*"), but in no event earlier than the delivery to Seller of all of the proceeds of purchase and sale of the Property by wire transfer of immediately available U.S. funds:
- i. A General Warranty Deed (the "*Deed*") executed by Seller conveying the Property to Purchaser subject only to the Permitted Exceptions. The Deed shall specifically list the Permitted Exceptions and shall not contain language such as, or similar in context to, 'subject to all matters of record.'
 - ii. A Bill of Sale conveying any and all personal property/fixtures (or rights thereto) belonging to Seller and located on the Property (if any), together with an assignment of any and all warranties relative to the construction of the building and other structures, and relative to any and all equipment located therein (i.e., roof, HVAC, etc.).
 - iii. Seller shall deliver exclusive possession of the Property to Purchaser free of all third-party occupancy right(s), together with all keys, access codes, etc., and otherwise in the condition required in this Agreement.
 - iv. Such consents and authorizations as may be reasonably necessary to evidence authorization of Seller for the sale of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Seller in connection with Closing.
 - v. Such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.
 - vi. The Property shall be in similar condition to the condition during the Due Diligence Period and shall be broom clean and free and clear from any debris, garbage, equipment, etc.
- d. Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:
- i. The balance of the Purchase Price by wire transfer of immediately available U.S. funds.
 - ii. A closing statement, to be prepared by Purchaser's closing attorney, setting forth the allocation of closing costs, purchase proceeds, etc., as the same shall be mutually agreed to by Purchaser and Seller per the terms of this Agreement.
 - iii. A certificate from the jurisdiction of organization of the Purchaser certifying that the Purchaser has corporate existence and is in good standing in such jurisdiction.
 - iv. Such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel (or the Title Company) to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

11. Risk of Loss.

- a. Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement by written notice to Seller (within 10 days of the taking) and be refunded the Earnest Money, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.
- b. Casualty. If the Property, or any part thereof, suffers any damage from fire or other casualty, Purchaser may either (a) terminate this Agreement by written notice to Seller (within 10 days of the casualty) and be refunded the Earnest Money, or (b) consummate the Closing, in which latter event the proceeds of any insurance policy, or portion thereof not exceeding the lesser of the Purchase Price or the amount necessary to restore the Property to its condition prior to such casualty, shall be assigned to Purchaser at the Closing.

12. Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to its remedies, must give the defaulting party written notice of the default, and the defaulting party shall have five (5) business days to cure the default. If the default is timely cured, this Agreement shall continue in full force and effect. If the default is not timely cured, the non-defaulting party may pursue its remedies as set forth hereinbelow.

- a. Remedies of Seller. If Purchaser defaults under this Agreement, Seller's sole and exclusive remedy, at law, in equity or otherwise, shall be to retain the Deposits as liquidated damages, and cancel this Agreement with Purchaser responsible for the payment of any escrow cancellation fees. The parties acknowledge that: (i) it would be impracticable to fix the actual damages suffered by Seller as a result of such default; and (ii) the amount of the liquidated damages represents a fair and reasonable compensation to Seller for such default.
- b. Remedies of Purchaser. If Seller defaults under this Agreement after the Due Diligence Period, Purchaser's sole remedy under this Agreement is to be refunded the Earnest Money in which case the Escrow Agent is irrevocably instructed to return the Deposit to Purchaser, and Seller shall be responsible for any escrow cancellation fees.

13. Miscellaneous.

- a. Notices. All notices, demands and requests which may be given, or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective:
 - (i) immediately, upon receipt or first refusal to accept delivery, if via hand-delivery to the intended recipient; (ii) upon receipt or first refusal to accept delivery, if sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) upon receipt or first refusal to accept delivery, if sent by a nationally recognized overnight delivery service, addressed to such party at the address specified below. A copy of all notices shall also be sent via

electronic mail at the addresses noted below. Any notice sent as required by this Section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to the Seller:

City of Shelby

300 South Washington Street
Shelby, North Carolina 28150
Attention: Rick Howell, City Manager
Email: Rick.Howell@cityofshelby.com

With a copy to:

Andrea Leslie-Fite
City Attorney
300 South Washington Street
Shelby, North Carolina 28150
Email: Andrea.Fite@cityofshelby.com

ANDA a copy to:

Cleveland County Economic Development Partnership
1800 East Marion Street
Shelby, North Carolina 28150
Email: Kristin@ccedp.com

If to the Purchaser:
Steffes, LLC
Attention: Peter Rackov, CPA
Chief Financial Officer
3050 Highway 22 North
Dickinson, North Dakota 58601
Email: PRackov@steffes.com

With a copy to:

- b. Real Estate Commissions. Each of Seller and Purchaser represent to the other than no Broker's Fees (as hereinafter defined) have been paid or are due and owing to any person or entity by the Seller or the Purchaser. As used herein, "**Broker's Fees**" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature.
- c. Time of Essence. Time is of the essence in this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday under the laws of the United States or the State, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor a legal holiday, and the computation of any designated period of time that is calculated from the expiration of a previous period that ended on the next day which is neither a Saturday, Sunday nor a legal holiday shall commence on said next day. For purposes of this Agreement, the term "business day" shall mean any day which is not a Saturday, Sunday or Federal or North Carolina legal holiday.
- d. Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may not assign Purchaser's rights under this Agreement. However, on or before the Closing Date, Purchaser may assign this Agreement or designate an entity to take title to the Property without Seller's approval as long as it is an affiliated of the Purchaser. Such Assignment shall not release Purchaser from its obligations hereunder.
- e. Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, as actually incurred, at normal billing rates, paralegal fees and directly related cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

- f. Recordation. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. Notwithstanding the foregoing, the Parties acknowledge Seller's statutory obligations under Chapter 132 of the North Carolina General Statutes for documents defined as "public records" therein and nothing about this Agreement shall infringe, prohibit, or penalize Seller's compliance therewith.
- g. Force Majeure. Neither Purchaser nor Seller will have liability to the other, nor will any have any right to declare a default hereunder or terminate this Agreement because of the other's failure to perform any of its obligations in the Agreement if the failure is due to reasons beyond the party's reasonable control, including, without limitation, strikes or other labor difficulties, war, riot, governmental shutdown or slowdown, pandemic, civil insurrection, acts of God, governmental preemption in connection with a national or regional emergency, hurricanes, and/or acts of terrorism, which for purposes of this Agreement shall be defined as reasons of "Force Majeure." If the party fails to perform its obligations because of any reasons of Force Majeure, the period for the party's performance will be extended day for day for the duration of the foregoing cause of such party's failure, provided notwithstanding such events, the party has in good faith, with due diligence, attempted to perform said obligations and continues to do so until completion thereof as soon as reasonably possible.
- h. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby. This Agreement shall not be effective unless signed by both Purchaser and Seller. This Agreement may be executed in counterparts. Facsimile signatures shall be binding as if the same were original signatures.
- i. As used in this Agreement, the terms "execution of this Agreement", "Effective Date", "Date of this Agreement" or "date hereof" shall mean and refer to the date of execution of the last of Purchaser or Seller to execute this Agreement as set forth below.
- j. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates.
- k. All exhibits referenced in this Agreement are incorporated into this Agreement and made a part hereof.
- l. This Agreement shall be governed by the laws of the State of North Carolina and the laws of the United States pertaining to transactions in such State.
- m. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

- n. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.
- o. It is understood and agreed that any waiver by Seller of any default or breach of any covenant, condition or agreement herein shall not be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof. No delay or omission of Seller to exercise any right or power arising from any default on part of Purchaser shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence thereto.
- p. Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof.
- q. Signature Warranty Contingency. The City Manager's signature on behalf of the Seller is subject to ratification by the Shelby City Council, which must occur within ninety (90) days of the City Manager's signature to be effective.
- r. With the exception of subsection q. immediately above, each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

The parties have executed this Agreement on the date(s) set forth beside their respective signatures on the separately attached respective signature pages, the last of which shall be inserted into the opening paragraph of this Agreement as the Effective Date.

signatures and attachments appear on the following unnumbered pages

Balance of page intentionally left blank

PURCHASER:

Entity: Steffes, LLC

Date: June __, 2021

By: Peter Rackov, CPA

Its: Chief Financial Officer and Authorized Agent

State of _____

County of _____

Peter Rackov, known to me as the Chief Financial Officer of Steffes, LLC, personally appeared before me this the__day of June 2021 and signed this document as the authorized agent of Steffes, LLC.

Notary Public

my commission expires: _____

SELLER:

CITY OF SHELBY:

By: _____
Rick Howell
City Manager

Date: _____

ATTEST:

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

Date: _____

APPROVED AS TO FORM :

By : _____
Andrea Leslie-Fite
City Attorney

Date: _____

This instrument has been pre-audited in the manner required by and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as “The Local Government Budget and Fiscal Control Act”

Beth Beam
Finance Director

Date: _____

EXHIBIT A

Being all of Tract A as shown on a plat entitled Subdivision Plat for The City of Shelby and recorded in Plat Book 42, Page 187, Cleveland County Registry.

RESOLUTION NO. 53-2021

A RESOLUTION AUTHORIZING INCENTIVES CONTRACT WITH STEFFES LLC

WHEREAS, North Carolina General Statute 158-7.1 authorizes a city to undertake an economic development project by conveying property to a company in order to expand its operations within that City; and

WHEREAS, the City of Shelby is the owner and developers of Cleveland County Parcel Number 64587 which contains 9.018+/- acres; and

WHEREAS the City of Shelby and Steffes LLC. have engaged in private negotiations for the conveyance of Cleveland County Parcel number 64587 to Steffes LLC that it may expand its manufacturing facility and have reached a tentative agreement on the terms of conveyance; and

WHEREAS, the Shelby City Council has held a public hearing to consider whether to approve the conveyance of the tract to Steffes LLC for a determined value of Three Hundred Twenty-One Thousand Nine Hundred Forty-Two Dollars and 00/00 (\$321,942.00); and

WHEREAS Steffes LLC intends to pay the City of Shelby the full value of the tract at closing; 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 RSOLVED BY THE SHELBY CITY COUNCIL:

1. The Mayor and City Clerk are authorized to execute the necessary documents to convey to Steffes LLC the real property located at 630 Plato Lee Road and otherwise described as Cleveland County Parcel 64587.
2. The conveyance of the property to Steffes LLC will stimulate the local economy, promote business, and result in the creation of a substantial number of jobs in the City of Shelby that pay at or above the median average hourly wage in the City of Shelby. This determination of the probable average hourly wage at the facility is based upon materials provided to the City of Shelby and the Cleveland County Economic Development Partnership.

3. The fair market value of the property is Three Hundred Twenty-One Thousand Nine Hundred Forty-Two Dollars and 00/100 (\$321,942.00). This determination of fair market value is based upon the 2021 tax appraisal performed by the Cleveland County Tax Assessor.
4. As consideration for the conveyance of the property, Steffes LLC, has agreed to pay the sum listed herein. A copy of the contract is attached to this resolution.
5. This resolution shall become effective upon its adoption and approval.

Adopted this the 16th day of August 2021.

O. Stanhope Anthony III
Mayor

ATTEST:

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

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item C-3:

- 3) Consideration of an ordinance to extend the corporate limits of the City of Shelby, North Carolina: Ordinance No. 32-2021

Presenting: (Walter Scharer, Planning Director)

Summary of Available Information:

- Memorandum dated August 9, 2021 from Walter Scharer, Planning Director to Rick Howell, City Manager
- Location Map and surveys of property
- Certificate of Sufficiency
- Notice of Public Hearing to Annex
- Ordinance No. 32-2021

City Manager's Recommendation / Comments

This public hearing is being held in accordance with NCGS 160A-58.2 which states that a municipality may annex its own property provided those properties meet the same criteria as any other satellite annexation. The City has been acquiring parcels around the Shelby Regional Airport for several years using federal funding through the NCDOT Division of Aviation. All of these parcels are contiguous to the airport.

Resolution No. 50-2021 was approved by City Council at its regular meeting held August 2nd. This resolution simply put Council on record stating the intent to annex city owned property that is not contiguous to the primary corporate limits and scheduled the required statutory public hearing for Monday, August 16, 2021. These particular parcels contain approximately 6.5 acres adjacent to the southwest boundary of the Shelby/CC Regional Airport. As a reminder these properties were purchased using grant funding from the NC Division of Aviation (90%) and a required (10%) local match.

After the conclusion of the public hearing City Council may act upon Ordinance No. 32-2021. It is my recommendation that Ordinance No. 32-2021 be adopted and approved at this time.



Memorandum

To: Rick Howell - City Manager
From: Walter Scharer – Planning Director
Date: August 9, 2021
Subject: Airport Parcels Annexation

Executive Summary of issue – Background

The City has been acquiring parcels around the airport as part of the Airport Layout Plan. These parcels are contiguous to the airport.

Review and Comments

North Carolina General Statute 160A-58.2 states that a municipality may annex its own property provided those properties meet the same criteria as any other satellite annexation. The City Clerk has certified this annexation.

Recommendation

The City Clerk has certified sufficiency of the voluntary annexation and staff recommends proceeding with the annexation of this property.

Please schedule a public hearing for this proposed annexation at the next City Council meeting on August 16, 2021.

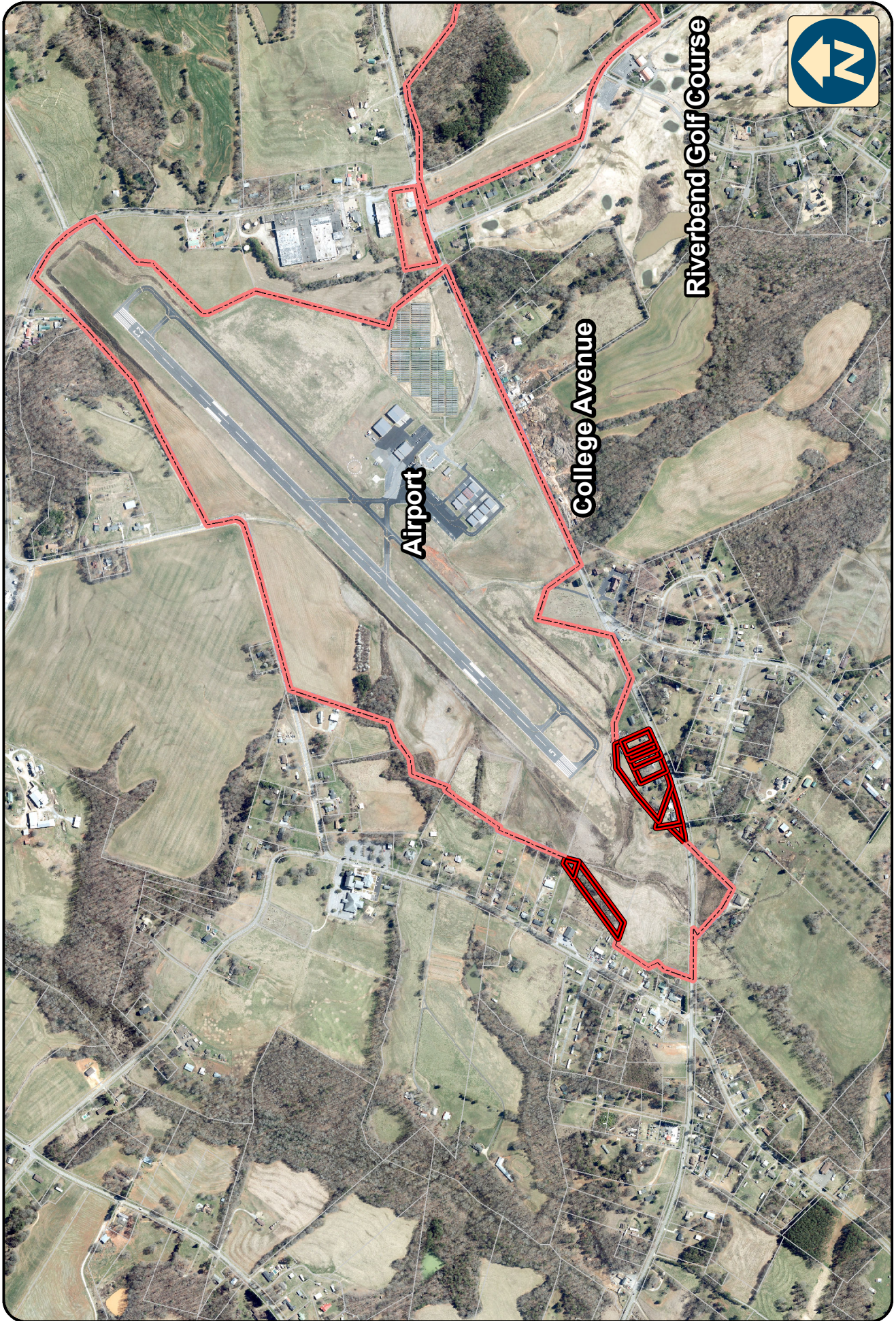
Attachments: Annexation Plat, Area Map, Notice of Public Hearing, and Ordinance



Location Map

Airport Annexations

Map Information:
Datum: NAD 1983
Coordinate: State Plane
North Carolina (Meier)
Projection: Lambert Conformal Conic
US National Grid
Grid Zone Designation (GZD): 17S
100,000m Square ID: MV/MU



Date: 7/12/2021

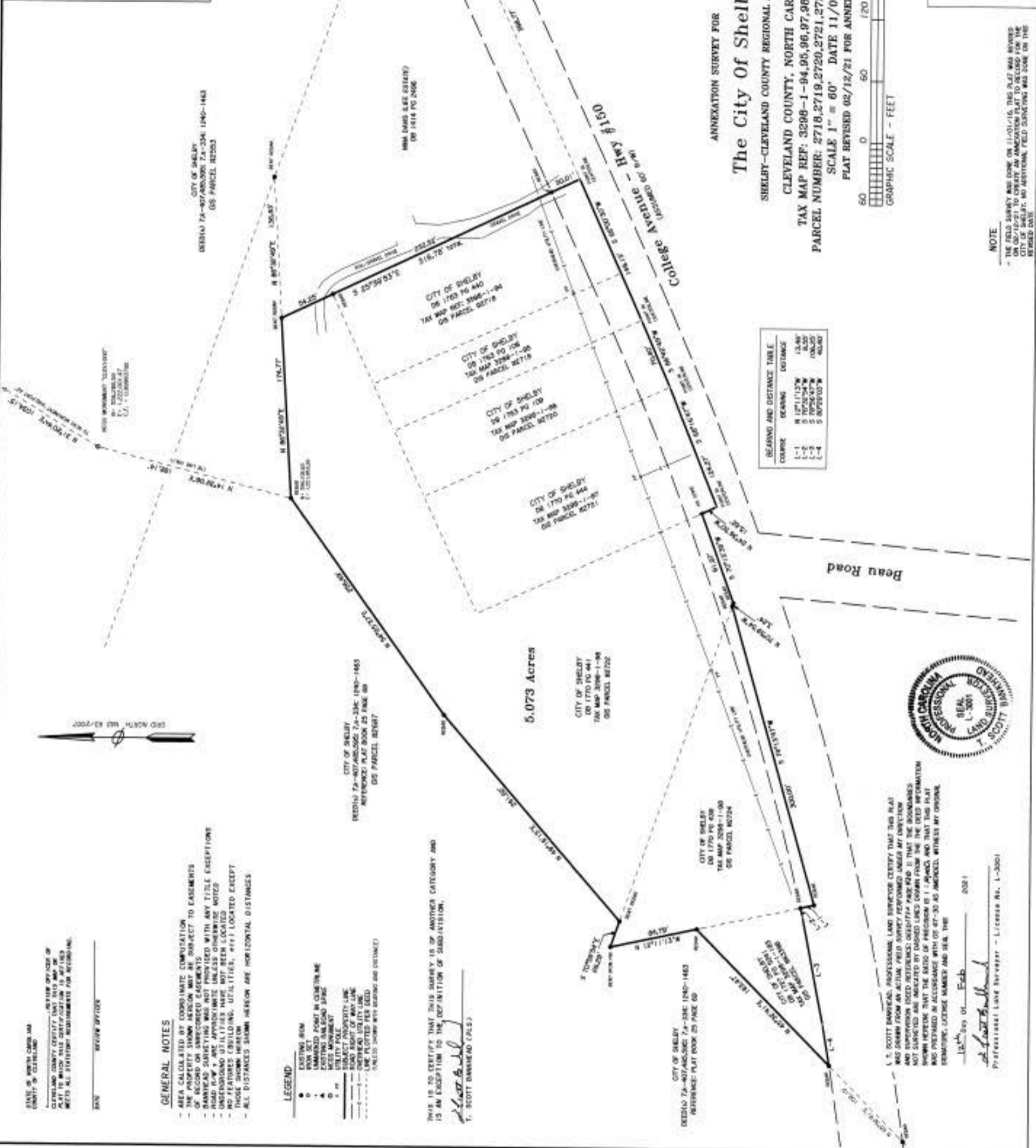
2,000 Feet

1,000

500

0

Scale 1:12,000 1 inch = 1,000 feet



STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

REVIEW OFFICE

- GENERAL NOTES**
- AREA CALCULATED BY COORDINATE COMPUTATION
 - THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO EASEMENTS OF RECORD OR UNRECORDED EASEMENTS
 - BANKHEAD SURVEYING WAS NOT PROVIDED WITH ANY TITLE EXCEPTIONS
 - ROAD R/W'S ARE APPROXIMATE UNLESS OTHERWISE NOTED
 - UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED EXCEPT THOSE SHOWN HEREON
 - ALL DISTANCES SHOWN HEREON ARE HORIZONTAL DISTANCES

- LEGEND**
- EXISTING IRON
 - IRON SET
 - UNMARKED POINT IN QUANTUM
 - EXISTING UNMARKED SPINE
 - EXISTING UNMARKED POINT
 - UTILITY POLE
 - SUBJECT PROPERTY LINE
 - ROAD RIGHT OF WAY LINE
 - OVERHEAD UTILITY LINE
 - LINE PLOTTED PER DEED
 - (UNLESS SHOWN WITH BEARING AND DISTANCE)

THIS IS TO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

T. SCOTT BANKHEAD (P.L.S.)

CITY OF SHELBY
DEEDS 7A-807ARL0202, 7A-334C, 1240-1483
REFERENCE: PLAT BOOK 25 PAGE 60

CITY OF SHELBY
DEEDS 7A-807ARL0202, 7A-334C, 1240-1483
REFERENCE: PLAT BOOK 25 PAGE 60

CITY OF SHELBY
DEEDS 7A-807ARL0202, 7A-334C, 1240-1483
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DEEDS 7A-807ARL0202, 7A-334C, 1240-1483
REFERENCE: PLAT BOOK 25 PAGE 60

**ANNEXATION SURVEY FOR
The City of Shelby**

SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT

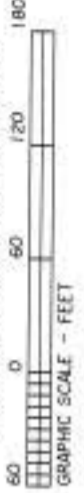
CLEVELAND COUNTY, NORTH CAROLINA

TAX MAP REF: 3299-1-1-94, 96, 97, 98, 100 & 183

PARCEL NUMBER: 2718, 2719, 2720, 2721, 2722, 2724 & 63396

SCALE 1" = 60' DATE 11/01/16

PLAT REVISION 02/12/21 FOR ANNEXATION



COURSE	BEARING	DISTANCE
1-1	N 07°11'13"W	13.46'
1-2	S 10°25'24"W	8.20'
1-3	S 10°25'24"W	10.63'
1-4	S 80°25'03"W	84.82'



I, T. SCOTT BANKHEAD, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION (SEE REFERENCES DEEDS 7A-334C, 1240-1483) THAT THE BOUNDARIES AND DIMENSIONS ARE INDICATED BY DASHED LINES (DOWN FROM THE DEED INFORMATION SHOWN HEREON) THAT THE BOUNDS OF HEREON IS 1:20,000 AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED, WITHIN MY ORIGINAL EXAMINING LICENSE NUMBER AND SEA, THE

11/01/16 by of: *T. Scott Bankhead* 0081

Professional Land Surveyor - License No. L-3001

SURVEY BY
BANKHEAD SURVEYING, PA
407 EAST MARION STREET
SHELBY, N. C. 28150
(704) 481-1040
FIRM LICENSE NUMBER: C-0972

NOTE
- THE FIELD SURVEY WAS DONE ON 11/01/16. THIS PLAT WAS REVISED ON 02/12/21 TO CREATE AN ANNEXATION PLAT TO RECORD FOR THE CITY OF SHELBY. NO ADDITIONAL FIELD SURVEYING WAS DONE ON THIS REVISED DATE.

STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

DATE: _____
DRAWN BY: _____

- GENERAL NOTES**
- IRONS AT ALL CORNERS UNLESS OTHERWISE NOTED
 - AREA CALCULATED BY LOGARITHMIC COMPUTATION
 - THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO EASEMENTS OR RECORDS OR UNRECORDED EASEMENTS
 - EMBEDED SURVEYING DID NOT PERFORM A TITLE SEARCH
 - MOUNTAIN TOWNSHIP ARE APPROXIMATE UNLESS OTHERWISE NOTED
 - UNDERGROUND UTILITIES WERE NOT BEEN LOCATED
 - NO FEATURES (BUILDING, UTILITIES, #163) LOCATED EXCEPT THOSE SHOWN HEREON
 - ALL DISTANCES SHOWN HEREON ARE HORIZONTAL DISTANCES

- LEGEND**
- EXISTING BORN
 - IRON NAIL SET
 - UNMARKED POINT
 - RECORDED SURVEY POINT
 - RECORDED SURVEY POINT PROJECTION LINE
 - SUBJECT PROPERTY LINE
 - ROAD RIGHT OF WAY LINE
 - LINE PLOTTED FOR DEED
 - (THIS IS SHOWN WITH BURNING AND BURNING)

NOTE

- THE FIELD SURVEY WAS DONE ON 11/05/10. THIS PLAT WAS REVISED ON 02/12/21 TO CREATE AN ANNEXATION PLAT TO RECORD FOR THE CITY OF SHELBY. NO ADDITIONAL FIELD SURVEYING WAS DONE ON THIS REVISED DATE.

THIS IS TO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.

T. SCOTT BANKHEAD (PLS)

I, T. SCOTT BANKHEAD, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION. I DO NOT KNOW OF ANY OTHER PERSONS WHOSE NAMES ARE NOT SHOWN HEREON THAT THE BASIS OF PRECISION IS 1/4"=100'. AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL, THIS

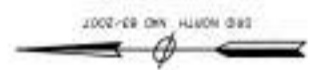
12th day of Feb 2021
T. Scott Bankhead
Professional Land Surveyor - License No. 1-3001



ANNEXATION SURVEY FOR

The City of Shelby

SHELBY - CLEVELAND COUNTY REGIONAL AIRPORT
CLEVELAND COUNTY, NORTH CAROLINA
PARCEL NUMBER: 63394 & 63395
TAX MAP REF: 3298-1-181 & 182
SCALE 1" = 100' DATE 10/10/15
PLAT REVISED 02/12/21 FOR ANNEXATION



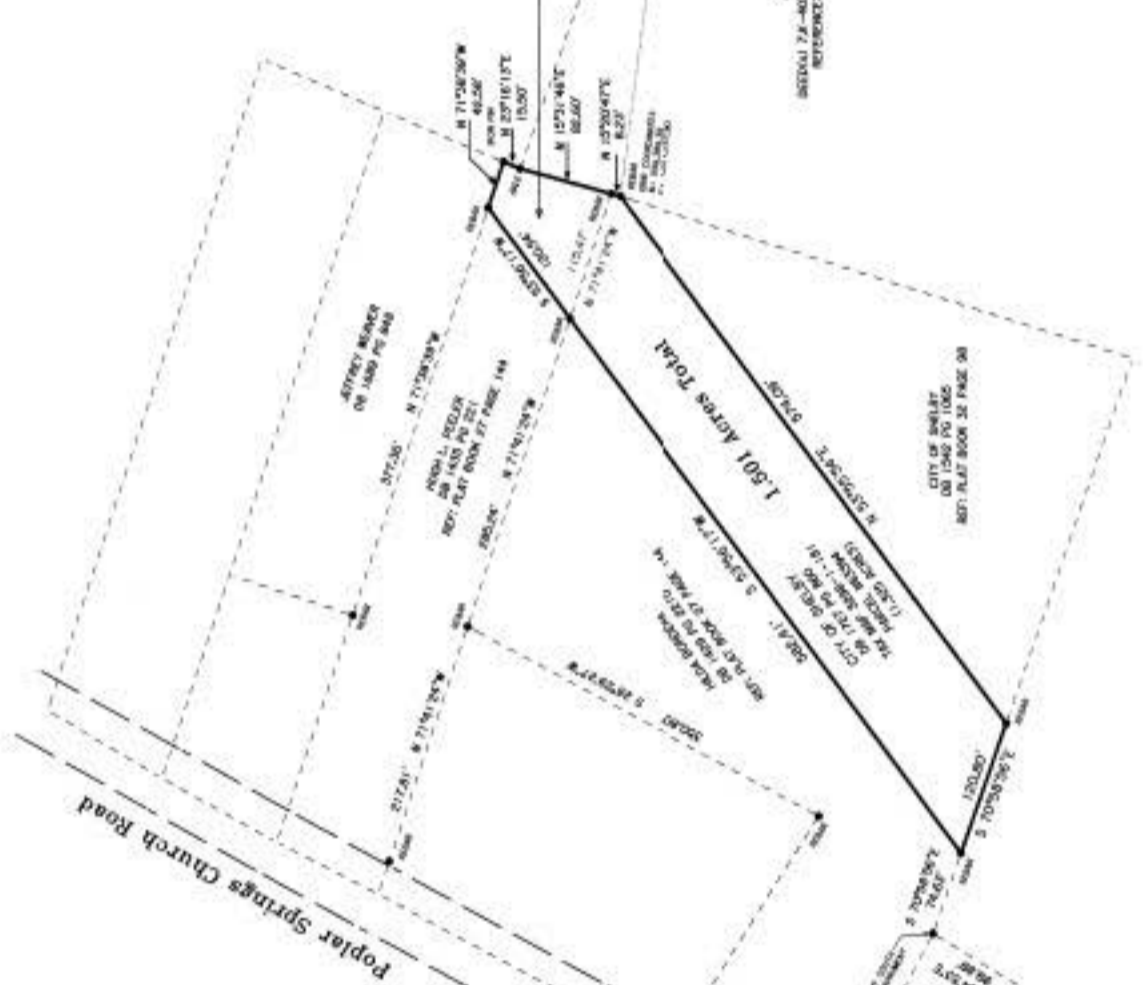
CITY OF SHELBY
DEEDS 7A-407482592 7A-304 1940-1463

CITY OF SHELBY
DEEDS 7A-407482592 7A-304 1940-1463
TAX MAP 3098-1-182
PARCEL 63394
10.178 ACRES

CITY OF SHELBY
DEEDS 7A-407482592 7A-304 1940-1463
REFERENCE: PLAT BOOK 25 PAGE 89

CITY OF SHELBY
DEEDS 7A-407482592 7A-304 1940-1463
REFERENCE: PLAT BOOK 25 PAGE 89

SURVEY BY
BANKHEAD SURVEYING, PA
407 EAST MARION STREET
SHELBY, N.C. 28150
(704) 481-1040
FIRM LICENSE NUMBER - C-0872



CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Shelby, North Carolina:

I, Bernadette A. Parduski, City Clerk, do hereby certify that I have investigated the attached Annexation Plat and hereby make the following findings:

- a. The area proposed for annexation is owned by the annexing municipality, City of Shelby, North Carolina.
- b. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary limits of the annexing municipality, City of Shelby, North Carolina.
- c. No point in the annexation area is closer to the primary corporate limits of another municipality than to the primary corporate limits of the City of Shelby, North Carolina.
- d. The area proposed for annexation is so situated that the annexing municipality, City of Shelby, North Carolina, will be able to provide the same services within the satellite area that it provides within its primary limits.
- e. The area is not a subdivision.
- f. The total area of the City of Shelby's satellites does not exceed 10 percent of the area within its primary corporate limits.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Shelby, North Carolina, this 3rd day of August 2021.

(SEAL)

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

**NOTICE OF PUBLIC HEARING TO ANNEX
12.5 ACRES at 830 COLLEGE AVENUE**

The public will please take notice that a public hearing will be conducted on the question of a proposed annexation of contiguous property owned by The City of Shelby on August 16, 2021, at 6:00 p.m. at 300 South Washington Street in accordance with N.C.G.S. 160A-58.2. The area proposed for annexation is described as follows: Cleveland County Tax Parcel Numbers 63396, 2724, 2722, 2721, 2720, 2719, 2718, 63394, and 63395.

A map of the property is on file and available for inspection at the City of Shelby Planning & Development Services office, 315 South Lafayette Street, Shelby, North Carolina.

Persons interested in being heard on this matter are invited to comment on the proposed ordinance amendment at the hearing, whether for or against. Comments may be presented orally at the hearing, in writing prior to the hearing, or both.

Members of the public with special needs wishing to attend this meeting should call the City Clerk (704 484-6800) at least 24 hours prior to the meeting to request assistance.

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

The Shelby Star:

Please publish this notice as a legal line ad on, Thursday, August 5, 2021, and Thursday, August 12, 2021.

Mail invoices with affidavits to Walter Scharer, City of Shelby, PO Box 207, Shelby, NC 28151.

ORDINANCE NO. 32-2021

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE CITY OF SHELBY, NORTH CAROLINA**

WHEREAS, North Carolina General Statute 160A-58.1 (b) authorizes the City Council of the City of Shelby annex satellite property owned by the City of Shelby; and,

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of this annexation; and,

WHEREAS, the City Clerk has certified the sufficiency this annexation and a public hearing on the question of this annexation was held on August 16, 2021, at 6:00 p.m.; and,

WHEREAS, the City Council further finds that the area described herein meets the standards of GS 160A-58.1 (b), to wit:

- a. The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the City.
- b. No point on the proposed satellite corporate limits is closer to another city than to the City of Shelby.
- c. The area described is so situated that the City will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits.
- d. No subdivision, as defined in GS 160A-376, will be fragmented by this proposed annexation.
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten per cent (10%) of the area within the primary corporate limits of the City; and,

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

Section 1. By virtue of the authority granted by GS 160A-58.2, as amended, the following described non-contiguous territory is hereby annexed and made part of the City of Shelby as of August 16, 2021:

LYING IN CLEVELAND COUNTY, NORTH CAROLINA AND BEING A COMBINATION OF SEVEN PARCELS OWNED BY THE CITY OF SHELBY. PARCELS NUMBER 2718, 2719, 2720, 2721, 2722, 2724 AND 63396 AND BEING BOUNDED ON THE NORTH AND WEST BY OTHER LANDS OF THE CITY OF SHELBY, ON THE EAST BY NINA DAVIS (DEED 1414 PAGE 2496) AND ON THE SOUTH BY COLLEGE AVENUE AND BEING DESCRIBED ACCORDING TO A SURVEY BY T. SCOTT BANKHEAD DATED 02/12/21 AS FOLLOWS:

BEGINNING ON A REBAR, SAID REBAR BEING LOCATED S 14-32-06 W 192.14' FROM NCGS MONUMENT "CLEV1000" SAID REBAR HAVING GRID COORDINATES OF N= 556,102.63; E= 1,221,953.26; AND RUNS THENCE N 86-32-49 E 174.77' TO A BENT REBAR, THE NORTHWEST CORNER OF NINA DAVIS; THENCE WITH THE DAVIS LINE S 25-39-53 E (CROSSING REBAR(S) ON LINE AT 54.25' AND 286.77') A TOTAL DISTANCE OF 316.78' TO A POINT IN THE CENTER OF COLLEGE AVENUE; THENCE WITH THE CENTER OF COLLEGE AVENUE THE FOLLOWING THREE CALLS; (1) S 66-00-30 W 149.13' TO A POINT IN THE CENTERLINE, (2) S 66-42-49W 70.40' TO A POINT IN THE CENTERLINE, (3) S 68-16-47W 124.27' TO A POINT IN THE

CENTERLINE; THENCE N 24-36-50W 15.62' TO A RAILROAD SPIKE ON THE NORTH SIDE OF COLLEGE AVENUE; THENCE WITHIN THE RIGHT OF WAY OF COLLEGE AVENUE THE FOLLOWING FOUR CALLS; (1) S 70-13-38W 91.97' TO A REBAR, (2) N 70-59-54W 3.24' TO A REBAR, (3) S 74-13-47W 300.00' TO A REBAR, (4) N 12-11-13W 13.46' TO A REBAR ON THE NORTH RIGHT OF WAY OF COLLEGE AVENUE; THENCE WITH SAID RIGHT OF WAY THE FOLLOWING THREE CALLS; (1) S 76-32-54W 8.55' TO A POINT, (2) S 78-56-47W 106.25' TO A POINT, (3) S 80-29-03W 40.40' TO A REBAR; THENCE LEAVING SAID RIGHT OF WAY N 45-32-41E 183.47' TO A REBAR; THENCE N 12-11-13W 84.79' TO A BENT IRON PIN; THENCE S 70-59-54E 26.29' TO A BENT REBAR; THENCE N 49-16-15E 261.62' TO A REBAR; THENCE N 54-25-37E 256.49' TO THE PLACE OF BEGINNING.

CONTAINING 5.073 ACRES

LYING IN CLEVELAND COUNTY, NORTH CAROLINA AND BEING A COMBINATION OF TWO PARCELS OWNED BY THE CITY OF SHELBY. PARCELS NUMBER 63394 AND 63395 AND BEING BOUNDED ON THE SOUTH AND EAST BY OTHER LANDS OF THE CITY OF SHELBY, ON THE NORTH BY JEFFREY WEAVER (DEED 1689 PAGE 848, ON THE WEST BY HUGH L. PEELER (DEED 1435 PAGE 221) AND HILDA BORDERS (DEED 1429 PAGE 2210) AND BEING DESCRIBED ACCORDING TO A SURVEY BY T. SCOTT BANKHEAD DATED 02/12/21 AS FOLLOWS:

BEGINNING ON A REBAR, BEING THE NORTHEAST CORNER OF THE CITY OF SHELBY AS SHOWN ON PLAT BOOK 32 PAGE 98 DEED 1542 PAGE 1065) AND BEING LOCATED N 82-42-03W 769.93' FROM NCGS MONUMENT "CLEV1000", SAID REBAR HAVING GRID COORDINATES OF N= 556,386.39, E= 1,221,237.90; AND RUNS THENCE N 15-20-47E 8.23' TO A REBAR; THENCE N 15-31-46E 82.60' TO AN AXLE; THENCE N 23-16-13E 15.50' TO AN IRON PIN, THE SOUTHEAST CORNER OF JEFFREY WEAVER; THENCE WITH THE WEAVER LINE N 71-38-39W 42.58' TO A REBAR, THE NORTHWEST CORNER OF HUGH PEELER; THENCE WITH THE PEELER LINE S 53-56-17W 120.54' TO A REBAR, THE NORTHEAST CORNER OF HILDA BRIDGES; THENCE WITH THE BRIDGES LINE S 53-56-17W 582.41' TO A REBAR IN A LINE OF THE CITY OF SHELBY AS SHOWN ON PLAT BOOK 25 PAGE 69; THENCE S 70-58-56E 120.80' TO A REBAR; THENCE N 53-55-54E 574.09 TO THE PLACE OF BEGINNING.

CONTAINING 1.501 ACRES.

Section 2. Upon and after August 16, 2021, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Shelby and shall be entitled to the same privileges and benefits as other parts of the City of Shelby. Said territory shall be subject to municipal taxes according to GS 16-A-58.10.

Section 3. The Mayor of the City of Shelby shall cause to be recorded in the office of the Register of Deeds of Cleveland County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof,

together with a duly certified copy of this ordinance. Such map shall also be delivered to the Cleveland County Board of Elections as required by GS 163-288.1.

Section 4. In accordance with Chapter 160A, Article 19 of the North Carolina General Statutes, as amended, the Shelby Unified Development Ordinance and Shelby Zoning Map (appendix A of the Shelby City Code) is hereby amended to zone LI. Said area of zoning as described in Section 1.

Adopted and approved this 16th day of August 2021.

O. Stanhope Anthony III
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Andrea Leslie-Fite
City Attorney

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

D. 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: D-1

- 1) Approval of the Minutes of the Regular Meeting of August 2, 2021

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 August 2, 2021

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
Don Gibson Theatre

August 2, 2021
Monday, 6:00 p.m.

Present: Mayor O. Stanhope Anthony III, presiding; Council Members David Causby, Violet Arth, Charles Webber, and Andrew Hopper, Sr.; City Manager Rick Howell, MPA, ICMA-CM, Assistant City Manager Justin S. Merritt, MPA, City Attorney Andrea Leslie-Fite, City Clerk Bernadette A. Parduski, Public Information and Communications Officer Chip Nuhrah, Director of Finance Elizabeth B. (Beth) Beam, CPA, Director of Human Resources Deborah C. (Deb) Jolly, Director of Water Resources David W. Hux, Police Chief Jeffrey H. (Jeff) Ledford, Fire Chief William P. Hunt, MPA, EFO, Director of Parks and Recreation Charlie Holtzclaw, Director of Planning and Development Services Walter (Walt) Scharer, AICP, Stan Lowery, Executive Director, Don Gibson Theatre, and Jennipher H. Harrill, Social Media Manager, Blue Eyes Social Media Connections

Absent: Council Members Eric B. Hendrick and David W. White

Mayor Anthony called the meeting to order at 6:00 p.m. and delivered the invocation.

Mr. Webber led the Pledge of Allegiance.

A. Approval of agenda:

1) Motion to adopt the proposed agenda

Miss Arth requested Item F-1 under New Business be postponed to the next meeting of August 16, 2021 due to her recusal from voting causing the lack of a quorum.

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

B. Special Presentation:

1) Recognition of Thomas J. (Tommy) Forney, Jr. on the occasion of his retirement from employment with the City of Shelby

Mayor Anthony called upon Tommy Forney. Mr. Forney recognized his wife, Karen, in attendance. The Mayor formally read and presented framed Resolution No. 24-2021 to Mr. Forney. He then presented a shadow box, which displays the key to the City and various keepsakes, and a City lapel pin to him in honor of and with heartfelt appreciation for his 30 and a half years of

dedicated service within the Parks and Recreation Department of the City of Shelby.

Humbled by the recognition, Mr. Forney expressed his appreciation to all.

C. Public Hearings:

- 1) Consideration of the validity of the Bond Order introduced at the July 19, 2021 City Council meeting and the advisability of issuing \$10 million of General Obligation Street and Sidewalk Improvement Bonds**

Mr. Howell stated time is scheduled for City Council to hold the required public hearing under the North Carolina Local Government Bond Act. The purpose of the hearing is to receive public comment and respond to questions on the validity of the proposed Bond Order and/or the advisability of issuing bonds for the stated purpose. The Bond Order was published as part of the hearing informing the public of the City's intent to issue \$10,000,000 in Street and Sidewalk Improvement Bonds subject to voter approval. The comments from the public will be entered into the record and should be appropriately considered by Council as it discusses and deliberates subsequent actions on this matter found under Unfinished Business.

Mayor Anthony opened the public hearing at 6:12 p.m. and invited comments from the public.

The public offered no comments.

Mayor Anthony closed the public hearing at 6:13 p.m.

- 2) Consideration of the proposed intent of the City of Shelby to offer an economic development incentives contract to Project Laser**

Mr. Howell stated time is scheduled for City Council to hold the required public hearing in accordance with North Carolina General Statute 158-7.1(c). After the hearing, a draft resolution and agreement will be prepared for City Council's consideration at the next regular meeting to be held on August 16, 2021.

Mr. Howell further stated Project Laser agrees to invest no less than \$20,200,000 within the City limits, creating approximately 100 new jobs with an average annual compensation of \$47,923 over the next three (3) years.

Mr. Howell added the City agrees to make three (3) annual incentive payments, upon request, in an amount equaling 20 percent of the City's tax levy on the actual net new assessed investment made by Project Laser. This

is estimated to be an annual payment of \$20,907 for three (3) years or a total of \$62,721.

Mayor Anthony opened the public hearing at 6:16 p.m. and invited comments from the public.

The public offered no comments.

Mayor Anthony closed the public hearing at 6:17 p.m.

3) Consideration of the proposal to convey land owned by the City of Shelby to Project Laser for an economic development project

Mr. Howell stated time is scheduled for City Council to hold the required public hearing in accordance with North Carolina General Statute 158-7.1(c). After the hearing, a draft resolution and agreement will be prepared for City Council's consideration at the next regular meeting to be held on August 16, 2021.

Mr. Howell further stated the City proposes to convey 9.018 acres located at 630 Plato Lee Road for an economic development project which it believes will stimulate and stabilize the local economy resulting in the creation of new and permanent jobs within the City limits. The proposed sale price has been determined to be \$321,942, which is the assessed valuation on file with the Cleveland County Tax Administration Department.

Mr. Howell added Project Laser proposed to purchase said Parcel No. 64588, paying the full cost at closing for the purpose of expansion of its manufacturing operation.

Mayor Anthony opened the public hearing at 6:18 p.m. and invited comments from the public.

The public offered no comments.

Mayor Anthony closed the public hearing at 6:19 p.m.

D. Consent Agenda:

Mayor Anthony presented the consent agenda. Mr. Webber moved to approve the consent agenda and the following items were unanimously adopted:

1) Approval of the Minutes of the Regular Meeting of July 19, 2021

- 2) Approval of a resolution authorizing disbursement of travel and tourism funding for Fiscal Year (FY) 2021-2022: Resolution No. 48-2021
- 3) Approval of a resolution stating the intent of the City of Shelby to annex satellite property owned by the City of Shelby: Resolution No. 50-2021

E. Unfinished Business:

- 1) Proposed issuance of Street and Sidewalk Improvement General Obligation Bonds:

Mrs. Beam reviewed for Council that it took the first action on the Bond Order at its meeting of July 19, 2021, it has offered a public hearing on the Bond Order, and now it is time to read the Bond Order for a second time prior to final adoption.

She explained the purposes of the Bond Order as follows:

- It is the authorization for the City of Shelby to contract a debt to issue Street and Sidewalk Improvement Bonds in an aggregate principal amount not exceeding \$10,000,000 – to construct, extend, widen, resurface, and improve streets, sidewalks, greenways, and multi-use paths for the City of Shelby.
- It states that taxes shall be levied in an amount sufficient to pay the principal of and the interest on those bonds.
- It signifies that a sworn statement of debt of the City of Shelby has been filed with the City Clerk and is open to public inspection.
- It states that the order shall take effect when approved by the voters of the City of Shelby at a referendum as provided in the Local Government Bond Act.
- It designates the Finance Director to make and file with the City Clerk the sworn statement of debt and the statement of total estimated interest which are both required by the Local Government Bond Act.
- It fixed this meeting, August 2, 2021, as the public hearing for the order.

Mrs. Beam stated Council's final approval of the Bond Order will allow the City to move forward with the next steps in the General Obligation (GO) Bond process.

Next, Mrs. Beam reviewed Resolution No. 51-2021 for Council's consideration. The resolution calls for a Bond Referendum and has the following purposes:

- It calls for a bond referendum to be held on Tuesday, November 2, 2021.
- It states that the Cleveland County Board of Elections is requested to conduct said referendum in the City of Shelby and to take all necessary steps to that end.
- It directs that a Notice of Bond Referendum be published in the Shelby Star on both August 6 and 13, 2021.
- It directs the form of the ballot question which is limited by statutory requirements.
- It directs the City of Shelby to deliver a certified copy of the approved resolution to the Cleveland County Board of Elections by August 5, 2021.

Mrs. Beam stated the approval of Resolution No. 51-2021 will allow the City to move forward with the next steps in the General Obligation (GO) Bond process.

Lastly, Mrs. Beam added Bond Counsel, Paul Billow with the law firm of Womble, Bond, Dickinson has prepared the documents including the Notice of Proceedings, the Resolution calling for a Bond Referendum, the Publication Notice for the Order Authorizing \$10,000,000 Street and Sidewalk Improvement Bonds, the Publication Notice of Bond Referendum in the City of Shelby, North Carolina, and the Bond Referendum Form of Ballot Question.

- a. Final adoption of an Order authorizing \$10,000,000 Street and Sidewalk Improvement Bonds

ACTION TAKEN: Mr. Hopper moved to adopt an Order authorizing \$10,000,000 Street and Sidewalk Improvement Bonds. The vote was unanimous.

- b. Approval of a resolution calling for a bond referendum: Resolution No. 51-2021

ACTION TAKEN: Upon a motion made by Mr. Hopper, City Council voted unanimously to approve and adopt Resolution No. 51 entitled, "A

RESOLUTION CALLING FOR A BOND REFERENDUM”.

- 2) **Consideration of an ordinance establishing a capital project ordinance and budgets for the City of Shelby’s Randolph Road Industrial Park Sewer Extension Project: Ordinance No. 31-2021**

Mr. Howell introduced Ordinance No. 31-2021 for Council’s consideration. If approved, this ordinance would appropriate \$192,500 for the engineering and design of a new sewer lift station on the Randolph Road Industrial Park site. Funding for this project is derived from a grant awarded by the North Carolina Water Infrastructure Authority through the North Carolina Department of Commerce Industrial Development Fund Utility Account with the required local match of 25 percent. The City is appropriating sewer fund balance and Cleveland County has agreed to share the cost equally.

Mr. Howell added the Randolph Road Industrial Park is the site of the proposed Shell Building No. 4 which is currently under design by WHN Architects and McGill Associates.

ACTION TAKEN: Upon a motion made by Mr. Causby, City Council voted unanimously to approve and adopt Ordinance No. 31-2021 entitled, “AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGETS FOR THE CITY OF SHELBY’S RANDOLPH ROAD INDUSTRIAL PARK SEWER EXTENSION PROJECT”.

F. New Business:

- 1) **POSTPONED TO THE MEETING OF AUGUST 16, 2021:**

Consideration of a resolution authorizing disbursement of travel and tourism funding to the Cleveland County Arts Council for Fiscal Year (FY) 2021-2022: Resolution No. 49-2021

G. City Manager’s Report:

- 1) **Mr. Howell announced that the Shelby Police Department was recently awarded both Communications and Law Enforcement Reaccreditations from CALEA (Commission on Accreditation for Law Enforcement Agencies).**
- 2) **Mr. Howell reminded Council of the economic development announcement by Governor Cooper’s office regarding Project Laser, which is scheduled for Tuesday, August 3, 2021, at 2:00 p.m., LeGrand Conference Center.**
- 3) **Mr. Howell informed Council staff continues to pursue and secure the Transportation Alternatives Program (TAP) Grant from the Federal**

Highway Administration (FHA) and the NC Department of Transportation awarded to the City for the Rail Trail Corridor purchase, anticipating a final determination from the FHA soon.

- 4) Mr. Howell announced he is seeking election to the Board of Directors of ElectriCities of North Carolina.
- 5) Mr. Howell mentioned Ben Yarboro, Director of Engineering Services, will make a presentation at Council's next meeting on August 16, 2021 of the Transportation Asset Management Plan to review the results of the evaluation of the City's streets, sidewalks, and storm drain facilities.
- 6) Mr. Howell stated a work session would be added to a regular Council meeting in the future to discuss the planning and equitable approach to the use of funding from the Coronavirus State and Local Fiscal Recovery Funds (CSLRF) of the American Rescue Plan (ARP) Act 2021. The City has received its first disbursement for 2021 in the amount of \$3,191,117.51.
- 7) Mr. Howell mentioned the Ames Copper Natural Gas System Improvements Project is on schedule.
- 8) Mr. Howell also mentioned the project to replace natural gas lines and services on Montrose Drive and Windsor Drive is moving forward.
- 9) Regarding Shelby-Cleveland County Regional Airport T-Hangar No. 4 Project, Mr. Howell stated that site work will begin in September 2021 and the delivery of the building will follow. It is anticipated completion of the project will be either be the end of 2021 or early 2022.
- 10) Mr. Howell stated the City will be issuing a Request for Qualifications for firms to submit their qualifications to be considered for the City Park Aquatic Center Renovations Project. The matter will then be considered by Council in awarding the bid.

H. Council Announcements and Remarks:

- 1) Miss Arth requested an update regarding the NC Department of Transportation realignment project of the intersection at East Marion Street and Cherryville Road.

Mayor Anthony responded as a Board member of the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCL-MPO), the project has been delayed from 2021 to 2022.

- 2) Mayor Anthony made the following announcements:

- National Night Out – August 3, 2021, 6:00 p.m. – 8:00 p.m., City Pavilion
- American Legion World Series Host City Welcome – August 11, 2021 at 6:30 p.m., along Washington Street in Uptown Shelby
- Bobby Bell Day in Shelby – August 28, 2021 at 11:00 a.m., City Pavilion

3) Council members collectively expressed their congratulations to the Shelby Police Department – the officers, the civilians, the telecommunicators, and Chief Ledford – on another round of CALEA accreditations.

I. Adjournment:

1) Motion to adjourn

ACTION TAKEN: Upon a motion made by Miss Arth, City Council voted unanimously to adjourn the meeting at 6:40 p.m.

Respectfully submitted,

Bernadette A. Parduski, NCCMC, MMC
City Clerk

O. Stanhope Anthony III
Mayor

Minutes of August 2, 2021

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item: D-2

- 1) Approval of a reimbursement resolution with regard to installment financings for Fiscal Year (FY) 2021-2022: Resolution No. 54-2021

Consent Agenda Item: (Beth Beam, Finance Director)

Summary of Available Information:

- Memorandum dated August 3, 2021 from Beth Beam, Director of Finance to Rick Howell, City Manager
- 2022 Proposed Installment Contract Equipment List
- Resolution No. 54-2021

City Manager's Recommendation / Comments

Resolution No. 54-2021 is presented for City Council consideration at this time. If approved this resolution allows the City to essentially reimburse itself with borrowed funds after the fact. The City typically will cash flow these capital purchases and then toward the end of the fiscal year close the financing with the bank and then reimburse actual costs. As Council is aware the City annually finances the purchase of all rolling stock equipment and vehicles through the issuance of a 59 month private placement financing agreement. Each year the total approved amount for rolling stock purchase is bid out to qualified financial institutions. This includes rolling stock for all City departments. Later this year the City will solicit and accept financing proposals to fund these purchases. Approval of a financing agreement will then be brought before Council for consideration.

It is recommended that Resolution No. 54-2021 be adopted and approved via the Consent Agenda.



To: Rick Howell, City Manager
From: Beth B. Beam, Director of Finance
Date: August 3, 2021
Subject: FY22 Reimbursement Resolution

Background:

Each year, the City of Shelby finances its annual rolling stock (departmental service trucks, utility trucks, backhoes, etc...) and equipment by borrowing money for a 59-month term at tax exempt interest rates. This allows the City to maintain its fleet and maintain cash liquidity most efficiently. Requests for Proposals for the financing of capital purchases for FY22 will again be sent out to multiple financial institutions in order to obtain the most competitive rate.

Review:

A reimbursement resolution is needed in order for the City to reimburse itself from the financing proceeds obtained to purchase capital equipment during the FY22 year.

Recommendation:

It is recommended that the City Council adopt the Reimbursement Resolution for FY22.

2022 City of Shelby
Proposed Installment Contract Equipment List

<u>Dept.</u>	<u>Description</u>	<u>Cost Center</u>	<u>Estimated Cost</u>
Information Services	Blade Servers/Storage/Equip.	110420-51000	85,000.00
Police	Computer Servers	110431-51000	30,000.00
Fire Department	Pumper Truck-2000gpm	110434-54000	775,000.00
Sanitation	Side Arm Garbage Truck	110471-51000	300,000.00
	Leaf Vacuum Truck	110471-51000	200,000.00
Planning	Electric Vehicle	110493-51000	27,000.00
Parks and Recreation	20 Golf Carts	110612-51000	70,500.00
	60' Mower for Holly Oak Park	110613-51000	8,300.00
	Tap Machine Motor	610713-51000	8,000.00
Water Fund	SCADA Servers Replacement	610714-51000	27,000.00
	1/2 Ton Pickup	610714-54000	30,000.00
	Turbidity Meter	610714-51000	5,000.00
	Core Machine & Trailer	620723-51000	23,000.00
Sewer Fund	Camera & Tractor for 6" Lines	620723-51000	35,000.00
	25ft Man Lift	620724-51000	15,000.00
	Laser Alignment Tool	620724-51000	6,000.00
	Hot Water Pressure Washer	620724-51000	7,000.00
	Service Truck w/Crane	620724-54000	150,000.00
	Refrigerated Sampler	620724-51000	7,200.00
Electric Fund	1 Ton Service Truck	630733-54000	55,000.00
	Line Truck Replacement	630733-54000	300,000.00
Gas Fund	Mini-Excavator	640743-51000	55,000.00
	CP Service Truck-2 Ton	640743-54000	65,000.00
	Total:		<u><u>2,284,000.00</u></u>

1,495,800.00 General Fund

70,000.00 Water Fund

243,200.00 Sewer Fund

355,000.00 Elec. Fund

120,000.00 Gas Fund

RESOLUTION NO. 54-2021

A REIMBURSEMENT RESOLUTION WITH REGARD TO
INSTALLMENT FINANCINGS FOR FISCAL YEAR (FY) 2021-2022

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have published regulations that govern when a political subdivision such as the City of Shelby, North Carolina (the City), can issue or execute tax-exempt obligations to reimburse itself or any agency or division thereof for expenditures on purchases prior to the issuance of tax-exempt obligations for such projects; and

WHEREAS, the regulations require that the governing body of the political subdivision adopt a resolution reciting certain facts and intentions prior to the incurrence of the expenditures; and

WHEREAS, the City anticipates incurring certain expenditures for fiscal year 2021-2022 in an approximate amount not exceeding \$2,284,000 (the "Expenditures") with respect to purchase of motorized and other equipment prior to the issuance by the City of tax-exempt obligations in the form of an installment purchase contract for such purpose in an amount not to exceed \$2,284,000 expenditures for fiscal year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Shelby as follows:

Section 1. The City Council hereby declares a reasonable "official intent" pursuant to Regulation 1.103-18 to the Internal Revenue Code of 1986, as amended, to reimburse the City from the proceeds of tax exempt obligations in the form of an installment purchase contract of the City executed under the authority of North Carolina General Statute 160A-20, as amended for such Expenditures. Such Expenditures must be incurred not later than two years from the date hereof in order to be eligible for reimbursement from the proceeds of the installment purchase contract or such other date as may be applicable in the regulations. The City anticipates incurring Expenditures in an approximate amount of not exceeding \$2,284,000 for fiscal year 2021-2022.

Section 2. To be eligible for reimbursement of the Expenditures, the installment purchase contract will be executed on or before the later of the date one year after the Expenditure was paid or the date one year after the equipment was placed in service, or such later date as may be applicable in the regulations as amended.

Section 3. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one year.

Section 4. The source of funds for the General Fund Expenditures will be general funds derived primarily from ad valorem taxes of the City and other City general funds and for the Enterprise Funds Expenditures will be charges for enterprise services.

Adopted and approved this the 16th day of August 2021.

Resolution No. 54-2021
August 16, 2021
Page 2

O. Stanhope Anthony III
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Andrea Leslie-Fite
City Attorney

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item: D-3

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

Consent Agenda Item: (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, September 6, 2021 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, September 20, 2021.



**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 September 6, 2021 meeting of the Shelby City Council has been cancelled in observance of the City's Labor Day 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, September 20, 2021, at 6:00 p.m.
Don Gibson Theatre
318 South Washington Street
Shelby, North Carolina**

Dated: August 16, 2021

**O. Stanhope Anthony III
Mayor**

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

E. Unfinished Business

Agenda Item: E-1

- 1) Consideration of appointments to City advisory boards and commissions:
 - a. Shelby Public Art Advisory Board

Unfinished Business Item: (Bernadette Parduski, City Clerk)

Summary of Available Information:

- Memorandum dated August 11, 2021 from Bernadette A. Parduski, City Clerk to Rick Howell, City Manager
- Draft of Shelby Public Art Advisory Board Roster with terms
- Applications from potential board members
- Public Art Advisory Board Presentation from March 15, 2021 Council Meeting

City Manager's Recommendation / Comments

This time is scheduled on City Council's agenda to allow consideration for appointments to the newly created Public Art Advisory Board. This board was created by City Council upon the adoption of Ordinance No. 9-2021 on March 15, 2021. This board is responsible for advising City Council on matters related to public art policies, programming, resources and acquisitions. It was approved by Council allowing for 7 members including a representative from the CC Arts Council, the Keep Shelby Beautiful Board, a local youth, at least 2 arts professionals and 2 other citizens. Members may serve 2 consecutive terms followed by a minimum 1 year off the board.

The City Clerk has provided you with an example roster with term tenure, copies of all applications on file and a copy of the presentation previously made by our NC Fellow Shelby Holmes.



Memo

To: Rick Howell, City Manager
From: Bernadette A. Parduski, City Clerk
Date: August 11, 2021
Re: Appointments to City Advisory Boards

BOARD REVIEW:

SHELBY PUBLIC ART ADVISORY BOARD –

The new advisory board will be responsible for advising City Council on matters related to public art policies, programming, resources, and acquisitions. It will consist of seven (7) members, including one (1) representative from the Cleveland County Arts Council, one (1) representative from the Keep Shelby Beautiful Commission, one (1) youth representative, and at least two (2) arts professionals. In addition to the advisory board, review committees, and a staff liaison will be included in the structure.

The makeup of the Board will consist of seven (7) Council-appointed board members, including at least one (1) representative from the Cleveland County Arts Council, one (1) representative from the Keep Shelby Beautiful Board, and one (1) youth representative, defined as someone attending 9th-12th grade. At least two (2) of the 7 board members must be arts professionals. The members should represent a cross-section of the City, the County, the non-profit sector, the private sector, and the local artist community, and should come from a variety of backgrounds with intentional efforts to create a board that reflects the diversity of Shelby's population. Members will serve a three-year term, then may be considered for reappointment.

POSSIBLE ACTION:

SHELBY PUBLIC ART ADVISORY BOARD –

Council can begin the nominating process or take appointive action for seven (7) new terms concluding September 2024:

Applicants for the general seats (4). Please note applicants who meet the requirement for arts professional are denoted by an asterisk:

- Stevie Brooks
- ❖ Celeste Burkhardt
- ❖ Zachary Dressel
- Bryon Gragg
- ❖ Maria Padgett
- ❖ Beverly Putnam
- ❖ Casey Quinn
- David Royster IV

Applicant for the Cleveland County Arts Council seat (1):

- Shearra Miller

Applicant for the Keep Shelby Beautiful seat (1):

- Patrick McMurry

Applicant for the youth seat (1):

- Kayla DiBruno

Attachments:

- A. Shelby Public Art Advisory Board Roster
- B. Application of Stevie Q. Brooks
- C. Application of Celeste Burkhardt
- D. Application of Zachary B. Dressel
- E. Application of G. Bryon Gragg Jr.
- F. Application of Maria Padgett
- G. Application of Beverly C. Putnam
- H. Application of Casey Quinn
- I. Application of David Royster IV
- J. Application of Shearra Miller
- K. Application of Patrick McMurry
- L. Application of Kayla Anastasia DiBruno

SHELBY PUBLIC ART ADVISORY BOARD

MEMBERS	ADDRESS	PHONE	TERM
VACANT Art Professional			September 2024
VACANT Art Professional			September 2024
VACANT General Seat			September 2024
VACANT General Seat			September 2024
VACANT Cleveland County Arts Council Representative			September 2024
VACANT Keep Shelby Beautiful Representative			September 2024
VACANT Youth Representative			September 2024

Meeting times & locations: To be determined by inaugural group.

City Council Liaison: To be determined.

Staff Liaison: Justin Merritt, Assistant City Manager, justin.merritt@cityofshelby.com.

*** Date**

03/23/2021

*** Full Name**

Stevie Q. Brooks

*** Full Address**

866 West Marion Street
Shelby NC 28159

*** Do you live within Shelby's city limits?**

Yes

If you live in Shelby, how many years and months?

10 years

Date of Birth

01/30/1988

Home Phone

(704) 692-9741

Mobile Phone

SKIPPED

Work Phone

SKIPPED

*** Email**

mimna1dj@gmail.com

Occupation

Manager Jbirds Deli and Ales

Please list any previous board service (If applicable)

Keep Shelby Beautiful

If you are applying to fill a specific position within PAAB, please check all that apply

Why are you interested in serving on the Public Art Advisory Board?

I think Shelby has a very unique Uptown art culture that could make Shelby an artistic destination.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

I have volunteered at the Arts Council over the years and helped set up installations. I have college course backgrounds in photography, screen printing, and art history.

*** Type your name for signature**

Stevie Brooks

*** Date**

04/19/2021

*** Full Name**

Celeste Burkhardt

*** Full Address**

514 Woodside Drive
North Carolina Shelby 28150

*** Do you live within Shelby's city limits?**

Yes

If you live in Shelby, how many years and months?

I was raised in Shelby, and moved back after college 7 years ago.

Date of Birth

10/30/1990

Home Phone

(704) 473-5200

Mobile Phone

SKIPPED

Work Phone

SKIPPED

*** Email**

celeste.corrine.b@gmail.com

Occupation

teacher

Please list any previous board service (If applicable)

I previously served on Greater Shelby Community Theatre's board and served one term as president

If you are applying to fill a specific position within PAAB, please check all that apply

Why are you interested in serving on the Public Art Advisory Board?

I'm interested in having a voice in public art both as a resident of Shelby and as an amateur artist.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

In addition to my previous board experience, I also am connected to our community through my role as a teacher at Shelby High School. I have completed a 6-month-long fellowship with New Leaders Council, focused on developing young leaders across NC.

*** Type your name for signature**

Celeste Burkhardt

*** Date**

03/23/2021

*** Full Name**

Zachary B. Dressel

*** Full Address**

905 Meadowbrook Ln.
NC Shelby 28150

*** Do you live within Shelby's city limits?**

Yes

If you live in Shelby, how many years and months?

10 Months

Date of Birth

05/24/1995

Home Phone

(828) 719-5467

Mobile Phone

(828) 719-5467

Work Phone

(704) 487-6233

*** Email**

dresselzb@gmail.com

Occupation

Museum Curator

Please list any previous board service (If applicable)

None

If you are applying to fill a specific position within PAAB, please check all that apply

Arts Professional

Why are you interested in serving on the Public Art Advisory Board?

As an employee within a local cultural institution, I have a vested interest in creating more cultural education and arts opportunities for the Shelby community. I also have an interest in art due to previous work experience and I am interested in helping transition Uptown Shelby to a more welcoming environment.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

M.A. in Museum Studies from Appalachian State University Curatorial Assistant at Blowing Rock Art and History Museum for 1 year (2019-2020) Curator at Earl Scruggs Center (2020-Present)

*** Type your name for signature**

Zachary Benton Dressel

*** Date**

04/16/2021

*** Full Name**

G Bryon Gragg Jr

*** Full Address**

260 Conifer Way
North Carolina Shelby 28150

*** Do you live within Shelby's city limits?**

No

If you live in Shelby, how many years and months?

31.5 years

Date of Birth

02/23/1964

Home Phone

(704) 692-2480

Mobile Phone

SKIPPED

Work Phone

(704) 482-2001 ext. 1

*** Email**

bryon@graggandgragg.com

Occupation

Financial Planner / CPA

Please list any previous board service (If applicable)

Atrium Health Board of Commissioners, Cleveland County Family YMCA, Healthcare Foundation of Cleveland County, TACC, Cleveland Community College Foundation

If you are applying to fill a specific position within PAAB, please check all that apply

Why are you interested in serving on the Public Art Advisory Board?

I have a vested interest in Uptown Shelby and would like to see more art in the area.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

Financial skills and board member experience. An interest in art in general and public art as it relates to Shelby.

*** Type your name for signature**

G Bryon Gragg Jr



APPLICATION FOR APPOINTMENT TO PUBLIC ART ADVISORY BOARD

The Shelby City Council believes that all citizens should have the opportunity to actively participate in governmental decisions. One way of participating is by serving as a voluntary member of the City's Public Art Advisory Board (PAAB).

Size: 7 members, including position set aside for representatives of *Cleveland County Arts Council* (1), *Keep Shelby Beautiful* (1), and Shelby's *youth population* (1). At least 2 members must be *arts professionals* (including, but not limited to: visual and performing artists, arts nonprofit workers, landscape architects, design professionals, architects, art educators, historic conservationists, and so on).

Terms: 3 years. A member may serve 2 consecutive terms, but must rotate off for a minimum of 1 year.

Meetings: Bimonthly. Meeting schedule will be determined by the board.

Responsibilities: Make recommendations to City Council on public arts programming, policies, and acquisitions

If you have interest in being considered for appointment, please complete the form below and mail it to the City Clerk, City of Shelby, and P.O. Box 207, Shelby, North Carolina 28151-0207.

DATE: 4/14/2021

NAME: Maria Padgett

ADDRESS: 1625 Farmville Rd.

CITY/STATE/ZIP: Shelby, NC 28150

DO YOU LIVE WITHIN SHELBY'S CITY LIMITS?

YES, FOR _____ MONTHS/YEARS

NO

DATE OF BIRTH: August, 1982

TELEPHONE (HOME): 704-300-8144 (WORK): 704-669-4054

EMAIL ADDRESS: padgettm@clevelandcc.edu

OCCUPATION: Art Instructor at Cleveland Community College

PREVIOUS BOARD SERVICE (IF APPLICABLE): NA

IF YOU ARE APPLYING TO FILL A SPECIFIC POSITION WITHIN PAAB, PLEASE CHECK ALL THAT APPLY:

- CLEVELAND COUNTY ARTS COUNCIL
- KEEP SHELBY BEAUTIFUL
- YOUTH (9TH -12TH GRADE)
- ARTS PROFESSIONAL

WHY ARE YOU INTERESTED IN SERVING ON PAAB?:
INTERESTS, SKILLS, EXPERTISE, OR EXPERIENCES THAT MAY BE
OF ASSISTANCE TO THE PAAB'S SUCCESS?:

I am excited by the changes that have taken place in Shelby over the last several years and optimistic for the future. I care passionately about the arts, culture, and local economics of our community. Over the past 20 years I have been an active member of the local art community in a variety of capacities and I am interested and willing to serve on PAAB, if I can be useful here.

I am currently a full time art instructor at Cleveland Community College. I teach primarily studio classes in the visual arts and help coordinate exhibitions in the Pennington McIntyre Gallery. Prior to this, I worked for 10 years teaching art at Crest High School, where I led students in participating in a variety of small community projects (painting the community board murals for Hospice, local dentists, murals on campus, a mural at the YMCA, newspaper boxes for Foothills Spotlight magazine, etc.). As an artist, I regularly make art, exhibit art, and take commissions.

If chosen for appointment to PAAB, I can serve as a liaison in navigating ways that CCC can collaborate or support the success of PAAB's mission, as well as offer any practical knowledge that I have from my personal experiences as an artist and educator in our community.

SIGNATURE:  DATE 4/14/2021

*** Date**

03/23/2021

*** Full Name**

Beverly Beverly Putnam. Putnam

*** Full Address**

123 Preston Trail
NC Kings Mountain 28086

*** Do you live within Shelby's city limits?**

No

If you live in Shelby, how many years and months?

Cleveland County 48 years

Date of Birth

03/14/1950

Home Phone

SKIPPED

Mobile Phone

(704) 214-4089

Work Phone

SKIPPED

*** Email**

bevputnam@yahoo.com

Occupation

Retired art educator and administrator

Please list any previous board service (If applicable)

Cleveland County Arts Council, American Red Cross of Gaston, Gaston Women's Commission, Buffalo Creek Gallery

If you are applying to fill a specific position within PAAB, please check all that apply

Arts Professional

Cleveland County Arts Council

Why are you interested in serving on the Public Art Advisory Board?

I have years of experience in the arts as an artist, teacher and administrator.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

I have 2 degrees in art, 50 years as a practicing artist. I have worked many years to make the arts more accessible to all, especially children and see public art work as a means to engage people within the community as well as attract visitors from without.

*** Type your name for signature**

Beverly C Putnam

*** Date**

03/24/2021

*** Full Name**

Casey Quinn

*** Full Address**

707 Hanover Drive
North Carolina Shelby 28150

*** Do you live within Shelby's city limits?**

Yes

If you live in Shelby, how many years and months?

5 months, but in the Shelby area for 22 years

Date of Birth

02/06/1990

Home Phone

(704) 472-0226

Mobile Phone

(704) 472-0226

Work Phone

SKIPPED

*** Email**

cequinn1@gmail.com

Occupation

Art Teacher

Please list any previous board service (If applicable)

Non

If you are applying to fill a specific position within PAAB, please check all that apply

Arts Professional

Why are you interested in serving on the Public Art Advisory Board?

I am interested in playing an active role in helping grow the art community and art exposure in Shelby.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

I am interested in art, and am an artist and art teacher.

*** Type your name for signature**

Casey Quinn



APPLICATION FOR APPOINTMENT TO PUBLIC ART ADVISORY BOARD

The Shelby City Council believes that all citizens should have the opportunity to actively participate in governmental decisions. One way of participating is by serving as a voluntary member of the City's Public Art Advisory Board (PAAB).

Size: 7 members, including position set aside for representatives of *Cleveland County Arts Council* (1), *Keep Shelby Beautiful* (1), and Shelby's *youth population* (1). At least 2 members must be *arts professionals* (including, but not limited to: visual and performing artists, arts nonprofit workers, landscape architects, design professionals, architects, art educators, historic conservationists, and so on).

Terms: 3 years. A member may serve 2 consecutive terms, but must rotate off for a minimum of 1 year.

Meetings: Bimonthly. Meeting schedule will be determined by the board.

Responsibilities: Make recommendations to City Council on public arts programming, policies, and acquisitions

If you have interest in being considered for appointment, please complete the form below and mail it to the City Clerk, City of Shelby, and P.O. Box 207, Shelby, North Carolina 28151-0207.

DATE: 4-19-2021

NAME: DAVID ROYSTER IV

ADDRESS: 507 RICHARDS DR

CITY/STATE/ZIP: SHELBY NC 28150

DO YOU LIVE WITHIN SHELBY'S CITY LIMITS?

YES, FOR 7 MONTHS/YEARS

NO

DATE OF BIRTH: 9-19-1988

TELEPHONE (HOME): 704 418 6200 (WORK): 704-487-8547

EMAIL ADDRESS: droysteriv@gmail.com

OCCUPATION: Commercial Real Estate

PREVIOUS BOARD SERVICE (IF APPLICABLE): Uptown Shelby Assoc
(Chairman), Historic Shelby Foundation

IF YOU ARE APPLYING TO FILL A SPECIFIC POSITION WITHIN PAAB, PLEASE CHECK ALL THAT APPLY: n/a

CLEVELAND COUNTY ARTS COUNCIL

KEEP SHELBY BEAUTIFUL

YOUTH (9TH -12TH GRADE)

ARTS PROFESSIONAL

WHY ARE YOU INTERESTED IN SERVING ON PAAB?:

an increase in art projects throughout town will make Shelby more identifiable, increase draw to the area, and benefit all who live/work around those projects

INTERESTS, SKILLS, EXPERTISE, OR EXPERIENCES THAT MAY BE OF ASSISTANCE TO THE PAAB'S SUCCESS?:

- interested in many forms of art
- skills & resources in installation of large pieces (equipment/materials)
- family company owns historic/underutilized/potential locations for art throughout town
- lived in other cities (Dallas TX, Spartanburg SC) and value what Art can do for the community

SIGNATURE: Daniel Raysto Jr DATE 4-19-21

*** Date**

04/20/2021

*** Full Name**

Shearra B. Miller

*** Full Address**

111 S. Washington St.
Shelby NC 28150

*** Do you live within Shelby's city limits?**

No

If you live in Shelby, how many years and months?

I have worked in Uptown Shelby for 26 years

Date of Birth

06/23/1958

Home Phone

(704) 739-0806

Mobile Phone

(704) 473-2742

Work Phone

(704) 484-2787

*** Email**

shearra@ccartscouncil.org

Occupation

President/Executive Director of Cleveland County Arts Council

Please list any previous board service (If applicable)

Cleveland County Board of Education Shelby Breakfast Rotary Board Communities in Schools Board

If you are applying to fill a specific position within PAAB, please check all that apply

Cleveland County Arts Council

Why are you interested in serving on the Public Art Advisory Board?

I am excited about this direction that the City of Shelby is taking with public art and appreciative that the Arts Council will be included with this board.

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

I have an obvious interest in art and experience working with local and regional artists. We have received numerous grants over the years and I have contacts with state level agencies.

*** Type your name for signature**

Shearra Miller

*** Date**

06/01/2021

*** Full Name**

A. Patrick. McMurry

*** Full Address**

600 Peach Street
Shelby North Carolina 28601

*** Do you live within Shelby's city limits?**

Yes

If you live in Shelby, how many years and months?

30 Years

Date of Birth

SKIPPED

Home Phone

SKIPPED

Mobile Phone

(704) 692-1819

Work Phone

SKIPPED

*** Email**

apmcmurry@gmail.com

Occupation

Architect

Please list any previous board service (If applicable)

Keep Shelby Beautiful

If you are applying to fill a specific position within PAAB, please check all that apply

Keep Shelby Beautiful

Why are you interested in serving on the Public Art Advisory Board?

My Architectural Experience fits in with Public Art and I serve on Keep Shelby Beautiful

Interests, skills, expertise or experiences that may be of assistance to the PAAB's success

Architecture

*** Type your name for signature**

Patrick McMurry



APPLICATION FOR APPOINTMENT TO PUBLIC ART ADVISORY BOARD

The Shelby City Council believes that all citizens should have the opportunity to actively participate in governmental decisions. One way of participating is by serving as a voluntary member of the City's Public Art Advisory Board (PAAB).

Size: 7 members, including position set aside for representatives of *Cleveland County Arts Council* (1), *Keep Shelby Beautiful* (1), and Shelby's *youth population* (1). At least 2 members must be *arts professionals* (including, but not limited to: visual and performing artists, arts nonprofit workers, landscape architects, design professionals, architects, art educators, historic conservationists, and so on).

Terms: 3 years. A member may serve 2 consecutive terms, but must rotate off for a minimum of 1 year.

Meetings: Bimonthly. Meeting schedule will be determined by the board.

Responsibilities: Make recommendations to City Council on public arts programming, policies, and acquisitions

If you have interest in being considered for appointment, please complete the form below and mail it to the City Clerk, City of Shelby, and P.O. Box 207, Shelby, North Carolina 28151-0207.

DATE: May 13, 2021

NAME: Mayla Anastasia DiBunno

ADDRESS: 1216 Gidney Street

CITY/STATE/ZIP: Shelby, NC, 28150

DO YOU LIVE WITHIN SHELBY'S CITY LIMITS?

YES, FOR 5 MONTHS (YEARS)

NO

DATE OF BIRTH: December 24, 2003

TELEPHONE (HOME): 980-289-9562 (^(mine)~~WORK~~) 704-300-1667 (^(House parent))
EMAIL ADDRESS: kdibruno15@gmail.com
OCCUPATION: Kylie's Skating Rink, Student
PREVIOUS BOARD SERVICE (IF APPLICABLE): _____

IF YOU ARE APPLYING TO FILL A SPECIFIC POSITION WITHIN PAAB, PLEASE CHECK ALL THAT APPLY:

- CLEVELAND COUNTY ARTS COUNCIL
- KEEP SHELBY BEAUTIFUL
- YOUTH (9TH -12TH GRADE)
- ARTS PROFESSIONAL

WHY ARE YOU INTERESTED IN SERVING ON PAAB?:

To add more art into our town and I believe it will be a great opportunity for me to meet others, and come out of my shell. I would also love to add more nature to our town, meaning plants and flowers. But to add some color to the town to make it more interesting and fun to walk around in, it could add some more positivity during this hard time due to COVID.

INTERESTS, SKILLS, EXPERTISE, OR EXPERIENCES THAT MAY BE OF ASSISTANCE TO THE PAAB'S SUCCESS?:

I've been in Art since elementary school. I am very artistic and love painting/drawing. I also love nature, I want to plant more trees and other plants.

SIGNATURE: Kayla diZurro DATE 05/13/21

ORDINANCE NO. 9-2021

**AN ORDINANCE CREATING THE CITY OF SHELBY'S
PUBLIC ART ADVISORY BOARD**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY THAT THE
CODE OF ORDINANCES, CITY OF SHELBY, BE AMENDED BY ADDING ARTICLE
XX. PUBLIC ART ADVISORY BOARD:**

ARTICLE XX – SHELBY PUBLIC ART ADVISORY BOARD

Sec. X-X. - Created.

There is created and established a public art advisory board in and for the city.

Sec. X-X. – Members.

- (a) The public art advisory board shall be comprised of seven (7) members, including at least one (1) representative from the Cleveland County Arts Council, one (1) representative from the Keep Shelby Beautiful Board, and one (1) youth representative. At least two (2) members should be arts professionals. All members will be appointed by the city council.
- (b) Members may serve for up to two (2) renewable, consecutive three-year terms, followed by a minimum of one (1) year off-service. Vacancies in the advisory board shall be filled for the unexpired term by the city council.
- (c) Members shall serve without compensation and must sign a conflict-of-interest statement.
- (d) The board shall adopt by-laws to govern its procedures under the guidance of the City of Shelby Public Art Plan adopted by resolution on March 15th, 2021.

Sec. X-X. - Powers and duties.

The public art advisory board shall serve the city manager and the city council solely in an advisory capacity. The board may suggest and recommend actions pertaining to the acquisition, loan, placement, maintenance, display, and disposal of the City of Shelby's public artworks and related arts programming. The board shall consult with and advise city staff and city council in matters affecting public art policies, programming, resources, and acquisitions related to the total city public arts program.

Sec. X-X. – Meetings

The public art advisory board shall meet at least once every two months for the transaction of its business and shall deliver to the city manager a copy of minutes for each meeting.

This Ordinance shall be in full force and effect from and after the date of adoption.

Adopted this the 15th day of March 2021.

Ordinance No. 9-2021
March 15, 2021
Page 2

O. Stanhope Anthony III
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Andrea Leslie-Fite
City Attorney

Public Art in Shelby

Shelby Holmes, LFNC Fellow

What is public art?

- Free
- Accessible to all
- Direct or indirect public process of :
 - creation: helps *make*
 - procurement: helps *fund*
 - maintenance: helps *preserve*
 - meaning-making: helps *interpret or define*
- Sculpture, murals, bus stops, manhole covers, lighting, street furniture, architecture, play equipment, public performances, etc.





Why **Public** **art?**

Access to all regardless of background

Reflects community values & history

Interaction with public spaces

Potential destinations (tourists or residents)

Highlights & stimulates local creative economy

Revitalizes deteriorated/underutilized spaces

Builds place-based identity

Community participation in design of public space--
increasing sense of ownership & efficacy

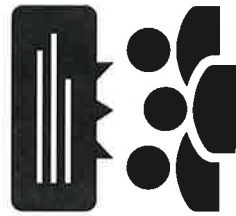
Public art advisory board (PAAB)

- Responsible for advising council on matters related to public art policies, programming, resources, & acquisitions
- Composition:
 - 7 members—1 rep from CCAC, 1 rep from KSB, 1 youth rep, & at least 2 arts professionals
 - Should intentionally reflect diversity of community
- May serve for 2 consecutive 3-year terms followed by min. 1 year off

Proposed administration structure



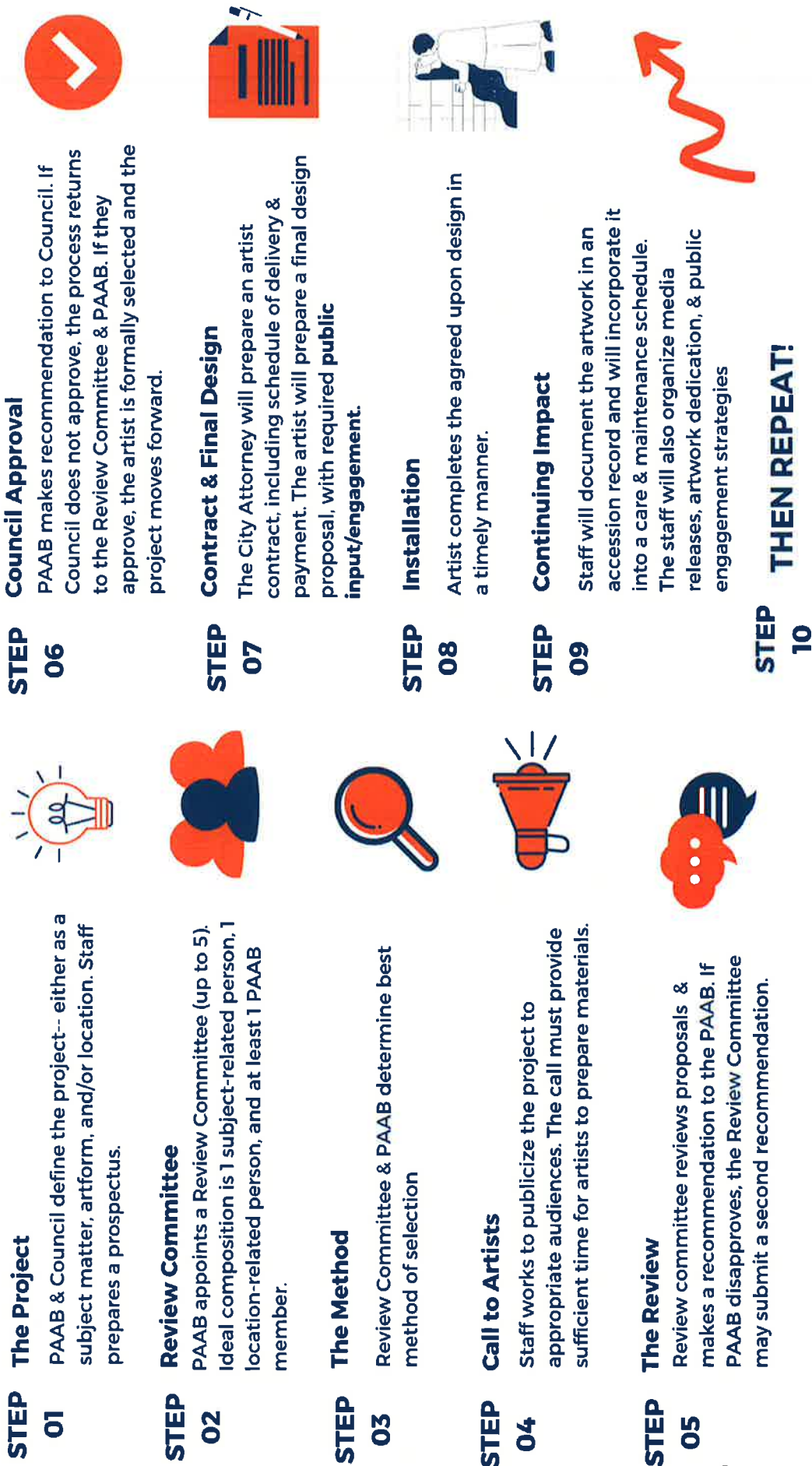
Public Art
Advisory Board



Review
Committees











Staff
Liaison



Possible funding strategies

- **Public:**
 - Percent for Art: setting aside 1% of general fund-funded CIPs
 - Administration funding - general fund / standard budget approval process
 - Travel & tourism appropriation
 - Raper-Roark Trust appropriation (in consultation with the RRTF board)
- **Private**
 - Gifts
 - Performance zoning for private developers (e.g. increased density bonus with public art project or financing)
 - Significant grant opportunities

See full plan for...

-  Public engagement strategies
-  Gift & loan process
-  Deaccession process
-  City considerations for non-City projects
-  Maintenance planning
-  Examples of successful programs
-  Drafted documents
-  Opportunities for public art in Shelby

Thank you!

Questions?

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

F. New Business

Agenda Item F-1

- 1) Consideration of a resolution authorizing disbursement of travel and tourism funding to the Cleveland County Arts Council for Fiscal Year (FY) 2021-2022: Resolution No. 49-2021

New Business Item: (Rick Howell, City Manager)

- Resolution No. 49-2021

City Manager's Recommendation / Comments

Upon the advice of the City Attorney and in consultation with the School of Government Resolution No. 49-2021 is presented for City Council consideration at this time. It is presented separately from Resolution 48-2021 to remove any perception or real conflict of interest. As you all know Councilmember Violet Arth Dukes is an employee of the Cleveland County Arts Council and as such it could be perceived that she has a conflict of interest when voting on this matter given it awards her employer a grant. This could be considered or perceived by some that Councilmember Arth Dukes is receiving a prohibited "direct benefit" from the City if she were to vote. As such it is up to a member of Council to request recusal and for Council to grant that recusal.

I have reviewed the applications submitted by the eligible organizations for travel and tourism grant funding. Each year past grant recipients and other organizations that have expressed an interest are eligible to submit grant applications for these funds generated through the 3% room occupancy tax levied by City Council. Each is reviewed to determine if the purpose for use of funds is eligible under the statutes and city policy, the economic impact of the event(s), past use of funds, success of past events, financial participation by the entity, as well as other relevant criteria. Resolution No. 49-2018 is presented for consideration at this time.

It is my recommendation that Resolution No. 49-2021 be adopted and approved by City Council via the Consent Agenda at this time.

RESOLUTION NO. 49-2021

A RESOLUTION AUTHORIZING DISBURSEMENT OF
TRAVEL AND TOURISM FUNDING TO THE CLEVELAND COUNTY ARTS COUNCIL
FOR FISCAL YEAR 2021-2022

WHEREAS, the City of Shelby through the adoption of the 2005 Strategic Growth Plan recognizes the need to promote economic development efforts throughout the City; and

WHEREAS, City of Shelby currently levies a 3% occupancy tax in accordance with Resolution 69-97 and NC Session Law 1997-361 for the purpose of generating revenue for the promotion of travel and tourism within the City; and

WHEREAS, said occupancy tax proceeds are restricted for use by the noted resolution and session law for travel and tourism promotion and tourism related expenditures; and

WHEREAS, the City Manager has determined that sufficient funding has been appropriated by Council for the fiscal year beginning July 1, 2021; and

WHEREAS, the following organizations have submitted applications and requests to the City Manager and it is his determination that each is eligible under the city policy and the applicable general statute and therefore recommends that the following amounts be awarded:

1. Cleveland County Arts Council – Art of Sound Festival \$15,000.
Marketing and Event Support

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA as follows:

- 1) City Council authorizes disbursement of local occupancy tax funds for the preceding organization in the designated amount at the discretion of the Finance Director in consultation with the City Manager.

- 2) Authorizes the City Manager to obtain activity reports from each funded organization detailing the use of said funds. The same shall be reported to City Council following the close of the fiscal year ending June 30, 2022.

This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 2nd day of August 2021.

O. Stanhope Anthony, III
Mayor

ATTEST:

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

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item F-2

- 2) Consideration of an ordinance amending the City of Shelby's Schedule of Fees:
Ordinance No. 33-2021

New Business Item: (Beth Beam, Director of Finance)

Summary of Available Information:

- Memorandum dated August 9, 2021 from Beth Beam, Director of Finance to Rick Howell, City Manager
- Customer Service Fees revision
- Ordinance No. 33-2021

City Manager's Recommendation / Comments

Ordinance No. 33-2021 is presented for City Council consideration at this time. If approved this ordinance would implement a recommendation from Beth Beam, Finance Director. The recommendation essentially amends the current Schedule of Fees and Charges eliminating the verbiage "Meter Tampering Fee" to comply with the NC General Statutes that provide for a criminal or civil action against persons causing damage to a City meter. The amendment also creates fee to be titled "Unauthorized Meter Access/Unsafe Meter Use" that specifically details costs to be paid that are directly attributable to investigating, correcting and repairing damage to a meter. Ms. Beam will review the specifics of the changes for your consideration.

It is recommended that Ordinance No. 33-2021 be adopted and approved by City Council at this time.



To: Rick Howell, City Manager
From: Beth B. Beam, Director of Finance
Date: August 9, 2021
Subject: FY22 Fee Schedule revision for Customer Service Fees

Background:

On June 21, 2021, the Shelby City Council adopted Ordinance No. 24-2021 – the Fiscal Year 2021-2022 Supplemental Budget Ordinance which included the City’s Fee Schedule and was effective July 1, 2021.

Review:

It has come to the attention of the Customer Services Manager that there is one fee listed on the Customer Service Fees page which the City is statutorily not allowed to charge, namely, the “Meter Tampering Fee.” Per General Statute 14-151, Criminal or Civil action including felony may be filed or the greater of either triple the amount of losses or \$5,000. That language has been added in the Customer Service Fee schedule as well as “Unauthorized Meter Access/Unsafe Meter Use” which represents the time it takes staff to investigate, take photos, make notes on the utility account in the software, contact the account holder and roll the trucks to evaluate and repair any damage. Additionally, an item has been added to the fee schedule to allow the City to recoup any costs associated with replacing a meter which has been damaged beyond repair. Office procedures have also been revised in that the customer will have to physically come into the office in order to sign a form acknowledging that the tampering has occurred and they take responsibility as the account holder before service will be reconnected.

Recommendation:

It is recommended that the City Council adopt the Ordinance to amend the Customer Services Fee Schedule to recognize the correction of the former “Meter Tampering Fee.”



Effective August 16, 2021
Replaces schedule effective July 1, 2021

CUSTOMER SERVICE FEES

SERVICE	8:00 AM TO 4:00 PM	WEEKEND, HOLIDAY & AFTER 4:00 PM
Service Call**	N/C	\$60.00
New Customer Service **	N/C	\$60.00
Returned Check	\$25.00	N/A
Non-Pay Collection Charge***	\$50.00	N/A
Non-Pay Reconnect **	N/C	\$60.00
Late Payment Fee	\$10.00	N/A
Remove or Lock Meter	\$40.00	N/A
Meter Interference (Per GS § 14-151)	Criminal or Civil Action, including felony or the greater of triple losses or \$5,000.00	
Damage to City-issued utility equipment/meters	Fee = Replacement cost of equipment	
Unauthorized Meter Access/Unsafe Meter Use	\$125.00 per occurrence	
Disconnect ELECTRIC Service at Riser	\$60.00	\$125.00
Reconnect ELECTRIC Service at Riser	\$60.00	\$125.00
Disconnect ELECTRIC Service at Pole	\$60.00	\$125.00
Reconnect ELECTRIC Service at Pole	\$60.00	\$125.00
Temporary ELECTRIC Service	N/A	N/A
First Meter Test	N/C	N/A
2nd Request Test (within 12 months)	\$40.00	N/A
First Utility Bill Reprint	N/C	N/A
2 nd Utility Bill Reprint (within 12 months)	\$1.00	N/A
Meter Test (if tampering is involved)	\$40.00	N/A
Reset GAS Meter	\$40.00	N/A
Relocate GAS Service	\$5.00/ft - \$100 min.	N/A
Upgrade GAS Service from inches to LBS	Residential = \$75.00 Commercial=actual cost	N/A
N/C = no charge N/A = not available or applicable		Original schedule effective June 1, 2008

** Service calls to reconnect services will not be performed after 10 PM

***The City will waive one (1) Collection Charge as a courtesy in a 24-month period.

ORDINANCE NO. 33-2021

AN ORDINANCE AMENDING THE CITY OF SHELBY’S SCHEDULE OF FEES

WHEREAS, the City of Shelby has adopted a Fee Schedule for the purpose of establishing uniform fees for services charged to its citizens; and

WHEREAS, the City of Shelby has established Customer Service fees, including a fee for Meter Interference, Unauthorized Meter Access/Unsafe Meter Use, and fees to cover costs of replacing meters damaged beyond repair; and,

WHEREAS, the City of Shelby now desires to revise its Fee Schedule, specifically the fees for Customer Service Meter Interference.

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

Section 1. The City of Shelby Fee Schedule is amended to revise current Meter Tampering Fee with the fees set forth below, which may, from time to time, be modified by City Council:

Meter Interference (Per GS 14-151)	Criminal or Civil action, including felony or the greater of triple losses or \$5,000
Damage to City-issued utility equipment/meters	Replacement cost of equipment
Unauthorized Meter Access/Unsafe Meter Use	\$125.00 per occurrence

Section 2. This ordinance shall become effective upon its adoption and approval.

Adopted and approved this the 16th day of August 2021.

O. Stanhope Anthony III
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Andrea Leslie-Fite
City Attorney

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item F-3

- 3) Consideration of a resolution authorizing selection of CHA Consulting, Inc. based on qualifications for the Shelby Aquatics Center Renovation Project:
Resolution No. 56-2021

New Business Item: (Justin Merritt, Assistant City Manager, and Charlie Holtzclaw, Director Parks and Recreation)

Summary of Available Information:

- Memorandum dated August 10, 2021 from Charlie Holtzclaw, Director Parks and Recreation to Rick Howell, City Manager
- RFQ dated July 22, 2021
- Engineering Scoring Sheet
- Resolution No. 56-2021

City Manager's Recommendation / Comments

Resolution No. 56-2021 is presented for City Council consideration at this time. If approved this resolution would authorize selection of CHA Consulting, Inc. and further authorize the City Manager to negotiate the terms of a contract including pricing and the specific scope of services as outlined in the RFQ. A contract document will be brought before Council for approval once the finalized draft document is complete.

At my direction City staff solicited Request for Qualifications from qualified firms for the planning, design and construction administration for renovations necessary at the Shelby Aquatics Center at City Park. Statements of qualifications were received on August 6, 2021 from 2 firms and were subsequently reviewed by a staff committee for a recommendation to me.

It is recommended that Resolution No. 56-2021 be adopted and approved via the Consent Agenda.



Memorandum

To: Rick Howell, City Manager
Cc: Bernadette Parduski, City Clerk
From: Charlie Holtzclaw, Director Parks and Recreation
Date: August 10, 2021
Subject: Aquatics Center Renovation Project Professional Services Agreement

Executive Summary of issue – Background

In July 2021 staff prepared and distributed Request for Qualifications (RFQ's) to firms interested in performing the planning, design and construction administration for renovations at Shelby Aquatics Center. Two (2) firms submitted detailed RFQ's by the August 6, 2021 deadline, and a committee consisting of City of Shelby Department Directors was formed to evaluate the submittals based on the criteria that were set forth. (Attached for your benefit is the criteria used by the selection committee and cumulative scoring sheet).

The committee carefully reviewed, discussed and considered the information in order to make a final recommendation. On August 10, 2021 the committee unanimously agreed the firm of CHA Consulting, Inc. best met the criteria for our project. Key evaluation components included previous related pool renovation and building improvement experience, approach and understanding of the project, and experience of proposed project personnel.

Upon approval, CHA Consulting, Inc. will prepare a Professional Services Agreement containing Scope of Services, Compensation and other related materials.

Committee Members: Justin Merritt, Assistant City Manager; Ben Yarboro, Director Engineering Services; Charlie Holtzclaw, Director Parks and Recreation.

Tie in to current policy and/or adopted planning documents

2020 Parks & Recreation Master Plan – D 1.1 Aquatic Facilities Updates

Strategic Growth Plan -

- Action 11.4.1: Actively seek partnerships with the hospitality industry to host more regional athletic events
- Action 11.4.2: Look specifically to the City's Park and Recreation amenities as a tourism draw

Recommendation

After careful examination and consideration, it is the committee's recommendation and request to you that the City of Shelby negotiate an agreement with CHA Consulting, Inc. to perform the Professional Services including planning, design and construction administration for the Shelby Aquatics Center Renovation Project.

**REQUEST FOR QUALIFICATIONS STATEMENT FOR PROFESSIONAL
ENGINEERING SERVICES FOR DESIGN OF POOL RENOVATIONS AND
BUILDING IMPROVEMENTS AT SHELBY CITY PARK AQUATIC CENTER**

Date: July 22, 2021

The City of Shelby is requesting Statements of Qualification from interested and qualified firms to provide engineering services for the design of pool renovations and building improvements at the Shelby City Park Aquatic Center located at 850 W. Sumter Street, Shelby, NC

PURPOSE

The purpose of this Request for Qualifications is to obtain expert professional, technical, and advisory services for designing pool renovations and building improvements at Shelby City Park Aquatic Center.

SCOPE OF WORK

- 1) Submit design development drawings to City of Shelby for review and comment.
- 2) Incorporate the City's comments and prepare construction/bidding documents.
- 3) Renovation design services for the pool and building improvements may include:
 - a. Main Competition Pool
 - i. Pool Resurfacing
 - ii. Provide and install new racing lane, belly bands, and touch crosses. Grout new racing lane and touch crosses
 - iii. Remove all filter media and inspect all laterals inside of filter tank. Provided and install new filter media.
 - iv. Main Pool Gutter Seal
 - v. Chase and grout surface cracks
 - vi. Remove existing pool joint material and provide and install new joint for new watertight seal.
 - vii. Re-grout Coping Stone
 - viii. Provide and install new pool controller using existing flow cells and electrical from existing controller.
 - b. Wading Pool
 - i. Remove existing white coping stones and prepare for new pool coping. Provided and install new coping.
 - ii. Remove existing waterline tile and install new waterline tile. All depth markers will be installed per state and local codes.
 - iii. Removal of old skimmers and associated plumbing and install four (4) new skimmers (4) and new plumbing.

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- iv. Provide and install new pool controller using existing flow cells and electrical from existing controller.
- c. Remove existing impellers and seals. Provide and install new impellers, seals, and necessary gaskets between pump and motor.
- d. Filter Valve Replacement
- e. Party Area – 36’x24’ Shade Structure
- f. Water Slide – Potentially a Double/Triple flume fiberglass water slide feature
- g. Remove and replace existing concrete deck. Existing pool coping to remain as is.
- h. Pressure Testing of Main Drain and Return Line
- i. Remove and replace approximately 10 fans if needed. Remove all shingles and replace bad plywood. Plans new shingles, flashing, ridge vent, and gutters.
- j. Bathroom surface preparation and sealing
- k. Lobby and Bathroom Coating
- l. Miscellaneous Pool and Lobby Repairs
 - i. Including but not limited to:
 - 1. Doors
 - 2. Pool Lobby
 - 3. Counters
 - 4. Restrooms
 - 5. Shower Fixtures and Soap Dispensers
 - 6. Sinks fixtures / Faucets
 - 7. Countertops
- 4) Provide a detailed cost estimate.
- 5) Prequalifying bidders prior to bidding process.
- 6) Completion of bidding process and certified bid tabulation.
- 7) Availability for construction administration and inspection, if requested.

REQUIREMENTS

The selected consultant will be required to enter into an agreement with the City of Shelby. The types of services and expertise required for this solicitation are described below. Consultants offering expertise in the services described below are encouraged to submit statements of qualifications.

PROPOSAL CONTENT AND EVALUATION

Five (5) copies of your proposal must be received no later than 2:00 PM, August 6, 2021. The proposals must be addressed to:

City of Shelby
 Attn: Bryant Nodine, Business Manager
 824 W. Grover St.
 Shelby, NC 28151-0207

Include in your proposal the following specific items, which will assist in the evaluation of all proposals:

- 1) Project Approach:
 - a. Describe your team’s approach to successfully delivering the project. Provide details on how each task will be completed. Include any recommendations for maximizing effectiveness and efficiency.
- 2) Relevant Project Experience:
 - a. Provide a summary of your experience with similar projects, including location and client

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contact information. Specify the services provided, the office location from which the work was performed, and staff members' responsibilities. Web links to recent plans and past work, if available, may be included in addition to project summaries.

- 3) Project Team:
 - a. Provide an organizational chart identifying all staff assigned to the project, including any sub-contractors, defining roles, responsibilities, and task assignments for the duration of the project.
- 4) Qualifications of Personnel:
 - a. Provide relevant experience and qualifications of all personnel assigned to the project.
- 5) Scope of Work:
 - a. Provide an outline for keeping the project on schedule and within budget. Include projected workloads and staff availability, as well as a projected schedule for completion of significant milestones for the draft and final plans.
- 6) References:
 - a. Provide contact information for at least three (3) references for clients familiar with your work.

Proposals shall be limited to a maximum of fifteen (15) pages, not including a cover page or cover letter.

DO NOT INCLUDE A PRICED PROPOSAL

INQUIRIES

Questions that arise shall be submitted by email to Mr. Bryant Nodine at bryant.nodine@cityofshelby.com by 4:00 PM, July 30, 2021. Questions and answers will be provided to others receiving this request.

SITE VISITS

Site visits shall be coordinated with Mr. Bryant Nodine at bryant.nodine@cityofshelby.com or via telephone at 704-669-2066. Site visits will be scheduled Monday – Friday from 9:00am until 4:00pm.

INCURRING COSTS

The City of Shelby is not liable for any cost incurred by the consultant in the preparation, site visits or presentation of a response to this request.

RIGHT OF AWARD OR REJECT

It is understood that all submittals will become part of the public's file on this matter, without obligation to the City. The City of Shelby reserves the right to accept and/or reject any and all submittals.

SELECTION AND EVALUATION

The City of Shelby will evaluate the submittals received. The City will review all requests, evaluate required criteria, select a consultant and enter into negotiations with the selected firm, or select a short list for interviews, then complete the process.

Each of the criteria listed in this outline will be evaluated on how fully each submittal meets the requirements, and each will be ranked. Particular emphasis will be placed on the consultant's past successful completion of similar projects shown by work summaries of the firm and individuals to do the work, and by references.

STATEMENT OF INTEREST AND QUALIFICATIONS

Each submittal from a qualified consultant received in response to this request will be judged as a demonstration of the consultant's capabilities and qualifications. Only those consultants who supply complete information as required by this request will be considered for evaluation. The factors used to determine those to be considered are:

- 1) An understanding of the requirements of this request demonstrated by the organization, clarity, and completeness of the submittal.
- 2) The past performance record and qualifications of the firm and the individuals who will do the work, verifiable through references and resumes, and
- 3) The ability of the consultant to provide a timely response.

EVALUATION CRITERIA

The contract will be awarded to a qualified consultant. Minimum standards for qualifications are:

- 1) Technical Approach/Understanding of Project (25%)
- 2) Experience of Proposed Personnel (20%)
- 3) Availability of Staff and Resources (15%)
- 4) Location of the Firm Relative to the Project (10%)
- 5) Related Pool Renovation and Building Improvement Experience (30%)

SELECTION

The final selection will be made following the review and ranking of the submittals and interviews, should interviews be held. After selection of a consultant is approved by the Shelby City Council, a contract will be prepared based on a negotiated Scope of Services and final cost. Should the negotiations be unsuccessful with the number one ranked firm, negotiations will cease with that firm, and negotiations will begin with the number two ranked firm. This process will continue until a satisfactory contract is completed.

CONTRACT REQUIREMENTS

The final consultant will be required to complete a Service Contract, which will incorporate the submittal and work schedule as a part of the contract. In addition, it will be necessary for the successful consultant to be covered by Workman's Compensation insurance, which will extend to the work done within the State of North Carolina.

Disadvantage Business Enterprise (DBE) may be established for selected subcontracted tasks. The City of Shelby may require a list of DBE's, their responsibilities and qualifications, and dollar value of their participation at the time specific projects are identified and the contract is negotiated.

City of Shelby Parks & Recreation Aquatics Center Engineering Scoring Sheet
Cumulative Scoring by 3 Selection Committee Members

Criteria	Max Pts.	CHA	T&S
1 Technical Approach / Understanding of Project	25	25	17
2 Experience of Proposed Personnel	20	18	18
3 Availability of Staff and Resources	15	13	12
4 Location of Firm Relative to the Project	10	7	8
5 Related Pool Renovation and Building Improvement Experience	30	28	26
Total Points	100	91	81

Submitted By: Three Member Selection Committee

Date: August 10, 2021

RESOLUTION NO. 56-2021

**A RESOLUTION AUTHORIZING SELECTION OF CHA CONSULTING, INC.
BASED ON QUALIFICATIONS FOR
THE SHELBY AQUATICS CENTER RENOVATION PROJECT**

WHEREAS, during the 2021 City Council retreat it was determined that renovations to the 25-year-old Shelby Aquatics Center should be a top priority; and,

WHEREAS, a top priority identified in the 2020 City of Shelby Parks and Recreation Master Plan is Aquatics Center renovations and updates; and,

WHEREAS, City staff issued a Request for Qualifications to professional engineering firms interested in providing planning and design services and subsequent construction administration; and,

WHEREAS, two (2) proposals were received from engineering firms interested in performing the work associated with this project in accordance with North Carolina General Statute 143-64.31; and,

WHEREAS, City staff has reviewed the proposals and determined that CHA Consulting, Inc. is the most qualified to perform and provide the services as outlined in the Request for Qualifications.

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

Section 1. The City Council of the City of Shelby hereby desires for the City Manager or his designee to enter into negotiations with CHA Consulting, Inc. in accordance with North Carolina General Statute 143-64.31 to negotiate a contract for the above-referenced project.

Section 2. If a fair and reasonable fee cannot be negotiated with the best qualified firm, negotiations will be terminated and initiated with the next best qualified firm.

Section 3. The City Manager is hereby authorized to execute a contract with a firm after successful negotiations, and appropriate budget agreed upon.

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

Adopted and approved this the 16th day of August 2021.

O. Stanhope Anthony III
Mayor

ATTEST:

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

City of Shelby
Agenda Item Summary
August 16, 2021
Don Gibson Theatre

Agenda Item: G

City Manager's Report

I will report to Mayor and Council on a number of ongoing projects and issues. The projects and issues reported upon are intended to be for your information and do not necessarily require action by Council.

Agenda Item: H

Council Announcements and Remarks

I. 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