

Shelby City Council Agenda  
Regular Meeting  
March 7, 2022 at 6:00 p.m.

City Hall Council Chamber  
300 South Washington Street  
Shelby, North Carolina

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. Special Presentations:**

- 1) Recognition of James V. (Vic) Branton on the occasion of his retirement from employment with the City of Shelby 1-2
- 2) Recognition of Don Loucks on the occasion of his retirement from employment with the City of Shelby 3-4
- 3) Recognition of Gary L. Cleary on the occasion of his retirement from employment with the City of Shelby 5-6

**C. Consent Agenda:**

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

- 1) Approval of the Minutes of the Regular Meeting of February 21, 2022 7-11
- 2) Approval of the Minutes of the Special Meeting of January 29, 2022 12-34
- 3) Acceptance of the Certificate of Sufficiency regarding Petition of Annexation of applicant, Southwood Realty Company 35-56

4) Management Reports:	57-84
a. Monthly Financial Summary – January 2022	
D. Unfinished Business:	
1) Resolution Awarding the Contract for the City of Shelby Transportation Asset Management Plan Phase 1 Resurfacing Project: Resolution No. 20-2022	85-111
2) Resolution Approving a Financial Agreement Authorized by North Carolina General Statute 160A-20: Resolution No. 21-2022	112-124
E. New Business:	
1) Adoption of Fiscal Year (FY) 2021-2022 Budget Ordinance Amendment No. 7: Ordinance No. 11-2022	125-143
F. City Manager’s Report	144
G. Council Announcements and Remarks	144
H. Closed Session:	144
1) To establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract pursuant to North Carolina General Statute 143-318.11 (a)(5).	
I. Adjournment:	144
<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	

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

**B. Special Presentations:**

**Agenda Item B-1**

- 1) Recognition of James V. (Vic) Branton on the occasion of his retirement from employment with the City of Shelby

**Presenting: (Stan Anthony, Mayor and Chief William Hunt)**

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- Resolution No. 9-2022

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City Manager's Recommendation / Comments

This time is scheduled on your agenda to recognize Inspector Vic Branton on the occasion of his retirement from employment. In keeping with policy City Council previously adopted Resolution No. 9-2022 to recognize him for having served the City faithfully for the past 25 years with the Fire and Rescue Department. He is to be congratulated!

Vic is a dedicated employee who has provided veteran leadership over the past several years in the performance of his duties. He has been a vital part of the team at the Fire and Rescue Department. He will be missed both personally and professionally.

As is in keeping with current policy Inspector Branton will be presented with a framed resolution, a city lapel pin and a key to the City. It is customary and appropriate to recognize Vic Branton for his many years of service to the City.

Please join me in wishing him a healthy and happy retirement.

**RESOLUTION NO. 9-2022**  
**A RESOLUTION HONORING JAMES V. (VIC) BRANTON ON THE OCCASION OF HIS  
RETIREMENT FROM EMPLOYMENT WITH THE CITY OF SHELBY**

**WHEREAS**, on the occasion of his retirement from employment on August 1, 2021, it is fitting and proper for the City Council to express its sincere appreciation to Mr. Branton for his loyal, dedicated, and committed service to the City of Shelby from August 1, 1996, to August 1, 2021; and

**WHEREAS**, Mr. Branton has been a loyal team member in the continuing development and improvements in the delivery of and fire and rescue services to the City of Shelby and to all its citizens; and

**WHEREAS**, during his tenure of service, Mr. Branton has been a loyal employee for the City of Shelby, beginning as a Firefighter in 1996, receiving a promotion to Inspector-Firefighter in 1998 and finishing his career as an Inspector-Firefighter with the Fire and Rescue Department in 2021, and has been an outstanding example of the quality of employee necessary to the development of the good of the City; and

**WHEREAS**, Mr. Branton commitment, leadership, laudatory work effort, and devotion to duty has helped create a winning attitude within the Fire and Rescue Department in the City of Shelby; and

**WHEREAS**, the City of Shelby is most grateful for the devoted community and personal contributions Mr. Branton has given to all the citizens, organizations, and businesses within the greater Shelby community; and

**WHEREAS**, the City Council of the City of Shelby wishes to acknowledge and express its appreciation to Mr. Branton for his 25 years of dedicated and devoted duty in providing fire and rescue services to its citizens, noting that Mr. Branton will be missed both professionally and as a fellow co-worker.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council publicly express their sincere appreciation to Mr. Branton for his performance of duty to the City of Shelby during the past 25 years; and extend the very best wishes for a successful retirement.

**BE IT FURTHER RESOLVED** that this Resolution be entered upon the permanent Minutes of the City Council.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Shelby to be affixed this the 7<sup>th</sup> day of February, 2022.

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

ATTEST:

\_\_\_\_\_  
Carol S. Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item B-2

- 2) Recognition of Don Loucks on the occasion of his retirement from employment with the City of Shelby

**Presenting: (Stan Anthony, Mayor and Chief William Hunt)**

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- Resolution No. 10-2022

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City Manager's Recommendation / Comments

This time is scheduled on your agenda to recognize Captain Loucks on the occasion of his retirement from employment. In keeping with policy City Council previously adopted Resolution No. 10-2022 to recognize him for having served the City faithfully for the past 26 years with the Fire and Rescue Department. He is to be congratulated!

Don is a dedicated employee who has provided veteran leadership over the past several years in the performance of his duties. He has been a vital part of the team at the Fire and Rescue Department. He will be missed both personally and professionally.

As is in keeping with current policy Captain Loucks will be presented with a framed resolution, a city lapel pin and a key to the City. It is customary and appropriate to recognize Don Loucks for his many years of service to the City.

Please join me in wishing him a healthy and happy retirement.

**RESOLUTION NO. 10-2022**  
**A RESOLUTION HONORING DON LOUCKS ON THE OCCASION OF HIS RETIREMENT**  
**FROM EMPLOYMENT WITH THE CITY OF SHELBY**

**WHEREAS**, on the occasion of his retirement from employment on December 28, 2021, it is fitting and proper for the City Council to express its sincere appreciation to Mr. Loucks for his loyal, dedicated, and committed service to the City of Shelby from October 10, 1995, to July 1, 2021; and

**WHEREAS**, Mr. Loucks has been a loyal team member in the continuing development and improvements in the delivery of and fire and rescue services to the City of Shelby and to all its citizens; and

**WHEREAS**, during his tenure of service, Mr. Loucks has been a loyal employee for the City of Shelby, beginning as a Firefighter in 1995, receiving a promotion to Fire Engineer in 2000, receiving a promotion to Fire Captain in 2007 and finishing his career as a Fire Captain with the Fire and Rescue Department in 2021, and has been an outstanding example of the quality of employee necessary to the development of the good of the City; and

**WHEREAS**, Mr. Loucks commitment, leadership, laudatory work effort, and devotion to duty has helped create a winning attitude within the Fire and Rescue Department in the City of Shelby; and

**WHEREAS**, the City of Shelby is most grateful for the devoted community and personal contributions Mr. Loucks has given to all the citizens, organizations, and businesses within the greater Shelby community; and

**WHEREAS**, the City Council of the City of Shelby wishes to acknowledge and express its appreciation to Mr. Loucks for his 26 years of dedicated and devoted duty in providing fire and rescue services to its citizens, noting that Mr. Loucks will be missed both professionally and as a fellow co-worker.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council publicly express their sincere appreciation to Mr. Loucks for his performance of duty to the City of Shelby during the past 26 years; and extend the very best wishes for a successful retirement.

**BE IT FURTHER RESOLVED** that this Resolution be entered upon the permanent Minutes of the City Council.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Shelby to be affixed this the 7<sup>th</sup> day of February, 2022.

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

ATTEST:

\_\_\_\_\_  
Carol S. Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item B-3

- 3) Recognition of Gary L. Cleary on the occasion of his retirement from employment with the City of Shelby

**Presenting: (Stan Anthony, Mayor and Chief William Hunt)**

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- Resolution No. 14-2022

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City Manager's Recommendation / Comments

This time is scheduled on your agenda to recognize Engineer Gary Cleary on the occasion of his retirement from employment. In keeping with policy City Council previously adopted Resolution No. 14-2022 to recognize him for having served the City faithfully for the past 25 years with the Fire and Rescue Department. He is to be congratulated!

Gary is a dedicated employee who has provided veteran leadership over the past several years in the performance of his duties. He has been a vital part of the team at the Fire and Rescue Department. He will be missed both personally and professionally.

As is in keeping with current policy Engineer Cleary will be presented with a framed resolution, a city lapel pin and a key to the City. It is customary and appropriate to recognize Gary Cleary for his many years of service to the City.

Please join me in wishing him a healthy and happy retirement.

**RESOLUTION NO. 14-2022**

**A RESOLUTION HONORING GARY L. CLEARY ON THE OCCASION OF HIS RETIREMENT FROM EMPLOYMENT WITH THE CITY OF SHELBY**

**WHEREAS**, on the occasion of his retirement from employment on November 30, 2021, it is fitting and proper for the City Council to express its sincere appreciation to Mr. Cleary for his loyal, dedicated, and committed service to the City of Shelby from September 23, 1996, to November 30, 2021; and

**WHEREAS**, Mr. Cleary has been a loyal team member in the continuing development and improvements in the delivery of and fire and rescue services to the City of Shelby and to all its citizens; and

**WHEREAS**, during his tenure of service, Mr. Cleary has been a loyal employee for the City of Shelby, beginning as a Firefighter in 1996, receiving a promotion to Engineer in 2010 and finishing his career as an Engineer with the Fire and Rescue Department in 2021, and has been an outstanding example of the quality of employee necessary to the development of the good of the city; and

**WHEREAS**, Mr. Cleary's commitment, leadership, laudatory work effort, and devotion to duty has helped create a winning attitude within the Fire and Rescue Department and the City of Shelby; and

**WHEREAS**, the City of Shelby is most grateful for the devoted community and personal contributions Mr. Cleary has given to all the citizens, organizations, and businesses within the greater Shelby community; and

**WHEREAS**, the Council of the City of Shelby wishes to acknowledge and express its appreciation to Mr. Cleary for his 25 years of dedicated and devoted duty in providing Fire and Rescue services to its citizens, noting that Mr. Cleary will be missed both professionally and as a fellow co-worker.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council publicly express their sincere appreciation to Mr. Cleary for his performance of duty to the City of Shelby during the past 25 years; and extend the very best wishes for a successful retirement.

**BE IT FURTHER RESOLVED** that this Resolution be entered upon the permanent Minutes of the City Council.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Shelby to be affixed this the 21<sup>st</sup> day of February, 2022.

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

ATTEST:

\_\_\_\_\_  
Carol S. Williams  
Interim City Clerk



City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

C. Consent Agenda:

Agenda Item: C-1

- 1) Approval of the Minutes of the Regular Meeting of February 21, 2022

**Consent Agenda Item: (Carol S. Williams, Interim City Clerk)**

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Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Regular Meeting of February 21, 2022

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City Manager's Recommendation / Comments

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

## MINUTES

Regular Meeting  
City Hall Council Chamber

February 21, 2022  
Monday, 6:00 p.m.

Present: Mayor O. Stanhope Anthony III, presiding; Council Members David W. White, David Causby, Violet Arth, Charles Webber, Andrew L. Hopper Sr., and Emilie Bullock.; City Manager Rick Howell, MPA, ICMA-CM, Assistant City Manager Justin S. Merritt, MPA, Assistant City Manager of Utilities Benjamin (Ben) Yarboro, City Attorney Andrea Leslie-Fite, Interim City Clerk Carol Williams, Public Information and Communications Officer, Chip Nuhrah, Director of Finance Elizabeth B. (Beth) Beam, CPA, Director of Human Resources Deborah (Deb) Jolly, Police Chief Jeffrey (Jeff) Ledford, Fire Chief William P. Hunt, MPA, EFO, Director of Planning and Development Services Walter (Walt) Scharer, AICP, and Jennipher H. Harrill, Social Media Manager, Blue Eyes Media Connections

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

Mr. White led the Pledge of Allegiance.

### A. Approval of agenda:

- 1) Motion to adopt the proposed agenda

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

### B. Public Comment:

- 1) Gary Leigh of Trailhead Resources gave an update on the Men's shelter. It opened over a month ago. The Trailhead Program is offered to the men and includes various workshops, therapy, classes and field trips. 90% of the men at the shelter participate in the Trailhead Program. The shelter is overcrowded and underfunded. Financial funding is needed.
- 2) Michael Rollins spoke of his desire to learn more about local government and wants to be more involved. He believes local government can influence national government.

### C. 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 February 7, 2022
- 2) Approval of a resolution honoring Gary L. Cleary on the occasion of his retirement from employment with the City of Shelby:  
Resolution No. 14-2022
- 3) Approval of a resolution approving the contract for the performance of the City of Shelby's annual audit and preparation of financial statements for the fiscal year ended June 30, 2022: Resolution No. 15-2022
- 4) Approval of a resolution accepting property from Zeb Beam:  
Resolution No. 16-2022
- 5) Approval of a resolution approving conveyance of property:  
Resolution No. 17-2022

**C. Unfinished Business:**

- 1) Approval of a resolution adopting the 2021 Shelby Transportation Asset Management Plan for Shelby, North Carolina: Resolution No. 18-2022

Mr. Howell introduced Resolution No. 18-2022 for Council's consideration. If approved this resolution adopts the Shelby Transportation Asset Management Plan (TAMP). Mr. Howell stated that the City has always tried to pave the worst streets first and tries to coordinate utility improvements around street paving. Mr. Howell also noted that the City uses objective and measurable criteria found in the TAMP when making decisions on annual street resurfacing. This will continue as we proceed with the expenditure of the \$10,000,000 bond funding approved by voters last November. TAMP continues the course of being cognizant and equitable in our decision-making related to street resurfacing regardless of geographic area.

**ACTION TAKEN:** Upon a motion made by Mr. Hopper, City Council voted unanimously to approve and adopt Resolution No. 18-2022 entitled, "A RESOLUTION ADOPTING THE 2021 SHELBY TRANSPORTATION ASSET MANAGEMENT PLAN FOR SHELBY, NORTH CAROLINA"

**G. New Business:**

- 1) **Consideration of a resolution directing the City Clerk to determine Sufficiency of a Voluntary Annexation Petition from Southwood Realty Company: Resolution No. 19-2022**

**Mr. Scharer presented Resolution No. 19-2022 for Council's consideration. He showed the area on the map of S. DeKalb Street that involves this annexation. This is a contiguous annexation. The property has been approved by Council to allow construction of a multi-family development containing 312 units. Resolution No. 19-2022 directs the City Clerk to review the documentation submitted by Southwood Realty and determine its sufficiency in meeting the statutory requirements. If the annexation petition is verified by the City Clerk, then a Public Hearing will be held on March 21, 2022.**

- 1) **ACTION TAKEN: Upon a motion made by Mr. Causby, City Council voted unanimously to approve and adopt Resolution No. 19-2022 entitled, "A RESOLUTION DIRECTING THE CITY CLERK TO DETERMINE SUFFICIENCY OF A VOLUNTARY ANNEXATION PETITION FROM SOUTHWOOD REALTY COMPANY".**

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

- 1) **Regarding the construction of Depot Park, the City received a \$420,000 NC PARTF grant. Design and engineering qualification requests should be upcoming in the near future.**
- 2) **Regarding the lift station at the Randolph Road Industrial Park there will be a pre-construction meeting this week. This project serves the Shell Building #4 property and the surrounding 64-acre tract the City owns. The City received grant funding for the lift station.**
- 3) **Regarding Shell Building #4 the contractor, Hickory Construction, was given a notice to proceed so there should be some activity happening at that site in the near future.**
- 4) **Regarding Phase I of the Rail Trail from approximately Grover St. to Marion St. this will be put out for bid March 15<sup>th</sup> with an April 14<sup>th</sup> bid opening date. Construction should start this spring. Marion Street to South of DeKalb Street (Phase II) is in the engineering phase.**
- 5) **Regarding the Transportation Asset Management Plan bids were received on February 17<sup>th</sup>. The low bid was Asphalt Paving of Shelby with a bid of \$2.8 million which was below the estimate of \$3.45 million.**

- 6) Regarding T-Hangar #4 the groundwork is almost complete and the metal building should be delivered by March 11<sup>th</sup> and the project should be completed within 44 days of delivery.
- 7) Regarding the Suspension Bridge at the First Broad River it will hopefully be complete sometime in March. We are at the mercy of the contractor and the weather.

**I. Council Announcements and Remarks:**

- 1) Mayor Anthony commented that he was very proud of our community and the event on Saturday for the Civil Rights Trail marker. He apologized for not recognizing City staff at the ceremony but appreciated all the hard work that was done for the ceremony.
- 2) Each of the Council members also voiced their appreciation for the City staff's hard work in organizing the Civil Rights Trail marker ceremony.
- 3) Ms. Arth thanked Mr. Gary Leigh with Trailhead Resources for updating Council and asked the community to offer their support for such a good cause.

**J. Adjournment:**

- 1) Motion to adjourn

**ACTION TAKEN:** Upon a motion made by Ms. Arth, City Council voted unanimously to adjourn the meeting at 6:26 p.m.

Respectfully submitted,

Carol S. Williams  
Interim City Clerk

O. Stanhope Anthony III  
Mayor

Minutes of February 21, 2022

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item: C-2

2) Approval of the Minutes of the Special Meeting of January 29, 2022

**Consent Agenda Item: (Carol S. Williams, Interim City Clerk)**

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Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Special Meeting of January 29, 2022

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City Manager's Recommendation / Comments

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

## MINUTES

Special Meeting – Annual Planning Retreat  
Earl Scruggs Center

January 29, 2022  
Saturday, 8:00 a.m.

Present: Mayor O. Stanhope Anthony III, presiding; Council Members David Causby, Violet Arth, Charles Webber, Andrew Hopper, Sr., Emilie Bullock, and David W. White (arrived at 8:27 a.m.); City Manager Rick Howell, MPA, ICMA-CM, Assistant City Manager Justin S. Merritt, MPA, City Attorney Andrea Leslie-Fite, Interim City Clerk Carol S. Williams, Public Information and Communications Officer Chip Nuhrah, Director of Human Resources Deborah C. (Deb) Jolly, Director of Water Resources David W. Hux, Director of Engineering Services Benjamin (Ben) Yarboro, Police Chief Jeffrey H. (Jeff) Ledford, Fire Chief William P. Hunt, MPA, EFO, Director of Planning and Development Services Walter (Walt) Scharer, AICP, Public Works Director Danny Darst, and Director of Parks and Recreation Charlie Holtzclaw

Mayor Anthony called the meeting to order at 8:17 a.m. and welcomed all who were in attendance.

Mr. Howell provided an overview of the day:

- 2021 in Review and What's ahead for 2022-2023
- Mid-Year Budget and Financial Review
- Fiscal Year 2022-2023 Preliminary Budget Assumptions
- Discussion of Council Priorities

### ENERGY SERVICES – Electric and Natural Gas

Mrs. McMurry was unable to attend the Council Retreat due to being ill. She will deliver her Energy Services presentation at a future City Council meeting.

### WATER RESOURCES – Water Treatment Plant, Water Distribution System, Wastewater Treatment Plant, and Wastewater Collection System

Mr. Hux began his presentation by giving a history of the Water and Wastewater systems and discussing the focus of Water Resources for both systems, Water and Wastewater:

- Aging Infrastructure
- Growth of the City
- Environmental Regulations
- Road Improvements

Mr. Hux stated that to plan, design and construct most of the water and wastewater project, it takes about 5 years to complete. The City has spent close

to \$70 million in the last 15 years on water and sewer projects.

Mr. Hux reviewed the 2021 completed projects as follows:

- Randolph Road Aerial Crossing
- Rocky Creek Sewer Aerial Crossing
- Westside (Crest) Liftstation Electrical Repairs – Primary Feed
- Manhole Replacements (Various) and point repairs
- Elmwood/Leander Sewer Repair
- Point Repairs – Water and Sewer

Mr. Hux reviewed ongoing projects and initiatives as follows:

- Continue to identify sewer inflow and infiltration sources
- Continue water and sewer rehabilitation
  - Manhole and sewer point repairs
  - Street repaving project areas
- Low Flow Hydrants and Valve Replacements
- Meter and Galvanized Water Line Replacements

Two projects that are currently underway are:

- Hickory Creek/Windsor Drive Sewer - \$1,600,000
  - Inverse grade of the sewer line and to reduce line capacity and overflows
  - Mr. Howell interjected that the Hickory Creek/Windsor Drive project is an offshoot of a Clean Water lawsuit filed against the City about 10 years ago. The City settled that suit with the property owner on Windsor Drive. As part of the settlement, the City agreed to make requisite improvements at this location.
- 24" Transmission to Forest Hill and South Tank - \$5,000,000
  - Phase II of 24-inch waterline extension to improve water distribution flows to East Shelby
  - Extension from Marion and Morgan to South Tank and to Forest Hill Drive
  - Long term goal is to extend to East Tank at the Fairgrounds

Mr. Hux reviewed a list of Unsewered Areas that could be considered as projects with the America Rescue Plan (ARP) money: Allendale Acres, Kings Road, Garret Road, Allen Street, Lily and Cameron Street, Rollingwood Drive, Ross Grove – Clearbrook, Vantage, Merit, Rucker Downs, Walker Drive and



Washington Heights.

Mr. Hux mentioned other ongoing projects which include:

- NC Department of Transportation relocation funded projects
  - 74 Bypass Section C – water and sewer
  - Peach and Marion Streets Interchange – water and sewer
  - Joe’s Lake Road and South Post Road – water and sewer
- Inflow and infiltration evaluations
- First Broad River Outfall - Overflows

Mr. Hux discussed the future focus for the Water Resources Department as follows:

- Highway 74 Bypass Interchange Service Availability Assessment
- 2010-2011 Water and Sewer Asset Management Plan update
- Lead and Copper Rule Changes – Identification of Lead Services and Replacement

Mr. Howell reemphasized that we have an aging system. Many improvements have been made over the years but the City needs to continue to reinvest into the system.

**ENGINEERING SERVICES – Engineering, Airport, Stormwater, and GIS**

**T-HANGAR NO. 4 CONSTRUCTION PROJECT**

- Mr. Yarboro discussed the construction of one 10-unit T-Hangar with completion anticipated by April 2022. The grading and site improvements were completed during the 2019 T-Hangar Project. These 10 aircraft rental units have already been reserved. Currently, an additional 18 pilots are on the waiting list for future T-Hangar space. The T-Hangars will allow for a total of 78 planes after the completion of T-Hangar #4.

The goal of the City is to have the Airport self-sustainable and with the addition of the 4 T-Hangars the City will be very close to attaining that goal.

**AIRPORT LAYOUT PLAN UPDATE**

Regarding the Airport Layout Plan (ALP) Update Project, Mr. Yarboro stated an ALP is a 20-year airport development plan which the NC Department of Aviation requires to be updated every five to seven years. The State awarded a grant of \$250,000 for the project. The City’s existing ALP was completed in 2007.

Mr. Yarboro discussed the ALP update tasks:

- General aviation activity growth
- Runway needs
- Runway protection zones and safety areas
- Lighting and NAVAIDS
- Terminal and hangar area alternatives
- Obstruction identification and mitigation
- Land acquisition needs

The Airport Layout Plan shows that there is room for an additional 3 T-hangars that could be developed in the future.

### **SHELL BUILDING #3 AND #4 UPDATES**

Mr. Yarboro discussed the completion of construction of Shell Building No. 3 on Plato Lee Road which features a 100,000 SF building with parking, utilities, and a truck court. The building was sold to Steffes in August 2021, this sale allows for the construction of Shell Building #4 on Randolph Road for economic development purposes.

The process for Shell Building #4 will largely be the same as Shell Building #3. It will allow for 108,500 square feet for building and parking with an additional 148,000 square feet for expansion. Construction has started and completion date is February 2023.

Mr. Howell stated that there is already interest in Shell Building #4. An economic development client asked the City to give them a purchase price for the building. This will need to come from the County Commissioners and the City Council to decide and proceed. The transfer of the property from the City to the County will be discussed later today at the Council Retreat.

### **2021 RESURFACING PROJECT UPDATE**

The City owns and maintains 125.5 miles of public streets. Asphalt typically lasts 20-35 years depending on traffic, drainage, maintenance, etc. The average cost for resurfacing in 2021 is \$143,880 per mile.

Based on the resurfacing projects from the last six years:

- Average age of asphalt being replaced is 34.6 years
- Average miles resurfaced per year is 3.2 miles
- Average cost per mile is \$129,100
- Paving cycle for all streets at current rate is:
  - $125.50 \text{ mi.} / 3.2 \text{ mi. per year} = 39.2 \text{ year cycle}$

The 2021 Transportation Asset Management Plan (TAMP) allowed a third-party contractor to rank the streets for prioritization. City streets were graded A-F to

help create a priority list. In cases where sections of streets were prioritized differently, TAMP used a Street Grouping process.

**Street Grouping:**

- Decreases mobilization costs
- Provide better ride quality
- Utility project continuity
- Avoid creating areas of vastly different asphalt age for future resurfacing projects

A Utility and Project Coordination chart was developed to show different departments (water, sewer, electric, gas, public works, stormwater, and engineering) and how each street resurfacing project will proceed based on work in those areas. Resurfacing will not occur if another department has work scheduled on that street or in that area.

Mr. Howell stated that the TAMP resurfacing phases are being funded by the \$10 million Street Resurfacing Improvement Bond that Council approved and voters passed last year.

**RESURFACING – PHASE 1 PROJECT SCOPE:**

- Resurfaces 17.66 miles of city streets
- Withers Ravenel estimate: \$3,455,602
- Resurfaces 56% of F Rated roads
- Resurfaces 46% of E Rated roads
- Resurfaces 24% of D Rated roads

**Schedule:**

- Project advertised: 1/18/2022
- Bid Opening: 2/17/2022
- Council: 3/7/2022
- Start Construction: 7/1/2022

**FIRST BROAD RIVER TRAIL PEDESTRIAN BRIDGE REPLACEMENT PROJECT**

As a reminder, Mr. Yarboro stated Shelby's First Broad River Trail was one of many areas across North and South Carolina that sustained significant damage due to the flooding that occurred on February 6, 2020. The trail's suspension bridge was heavily damaged and one of the small bridges along the trail was destroyed. In addition, the area was also impacted by a substantial amount of soil erosion.

The reconstruction project has begun:

- Removing the remains of the damaged bridge (previously 3' wide x 120' long)
- Repairing trail and wooden bridges between Grover Street and US 74 Bypass
- Constructing a new suspension bridge across First Broad River
  - eight (8) feet above top of bank
  - 4 feet wide x 160 feet long
  - with a release system to raise if required
- Completion date and reopening of trail is anticipated for March 2022

#### **RAIL TRAIL PHASES:**

The Shelby Section of this project focuses on approximately 2.7 miles of the 10.2 miles of unused railroad corridor purchased from Norfolk Southern

Phase IA extends from proposed CSX crossing to Marion Street (approximately 0.7 miles)

Phase IB extends from Grover Street to Phase 1 (approximately 0.25 miles)

Phase II extends from Marion Street to S. DeKalb Street (approximately 1.7 miles)

Phase III is the portion outside the City limits that extends from S. DeKalb Street to the South Carolina line (approximately 7.57 miles)

The Main Theme of the Rail Trail is “An Emphasis on Nature Through an Urban Corridor”

Rail Trail path will be 13 feet wide and will utilize both asphalt and concrete.

Asphalt path will be utilized at:

- CSX Crossing to Marion Street
- Depot Park to US 74 Bridge
- Lafayette Street to DeKalb Street

Concrete path will be utilized at:

- Sumter St. Bridge
- Marion St. intersection
- Marion St. to Depot Park
- US 74 to Lafayette Street

The Marion Street intersection will be a main focal point of the trail and will include:

- Landscaping
- Pavers (high contrast paver layout)
- Benches
- Concrete Walls
- Gateway Sculpture (18 feet tall, illuminated feature to help create a unique brand for the trail)
- Kiosk (information center approximately 9 feet tall)
- Bicycle Rack
- ADA Truncated Domes

Mr. Yarboro also presented the Sumter Street bridge design, Ford Street parking lot plans, rail trail lighting, and retaining wall design.

#### **RAIL TRAIL SCHEDULE:**

##### **Phase IA:**

- Plans are 80% complete
- Advertise project in March 2022
- Bid Opening in April 2022
- Construction in May 2022 to December 2022

##### **Phase IB:**

- Design and permitting to begin in Spring 2022

##### **Phase II:**

- Plans are currently 30% complete
- Bid Opening in October 2022
- Construction in November 2022 to November 2024

Mr. Howell listed several funding sources (NCDOT grant, state appropriation money, private donations, NCPARTF grant) that the City has already obtained but he stated there are other possible money sources available to help fully fund the project. The City desires to design and construct a sustainable trail with keeping maintenance such as drainage and upkeep in mind to help alleviate future issues which could burden the taxpayer.

#### **RAIL TRAIL NAME SELECTION:**

Several potential names were offered for consideration. By consensus, City Council decided on Carolina Harmony Trail.

Mayor Anthony declared a recess at 10:00 a.m. and reconvened the meeting at 10:15 a.m.

## **PARKS AND RECREATION – City Park, Holly Oak Park, Hanna Park, Cemeteries**

Mr. Holtzclaw stated as the Shelby Parks and Recreation Department looks forward to 2022, he anticipated great opportunities for the public. The department believes the public will be more anxious than ever to enjoy healthy, safe opportunities once again to “Play at the Park”.

Shelby City Parks remain Cleveland County’s #1 visitor destination and will host over 50 weekend youth sports events in 2022 bringing thousands of out of area families to Shelby.

## **SHELBY AQUATICS CENTER RENOVATION PROJECT**

Mr. Holtzclaw stated the Shelby Aquatics Center opened in 1996 and has now been in operation for 26 seasons. Age and heavy use have caused significant issues with the pools, deck, bathhouse, filtration system, and plumbing system. The pool is currently losing about 30,000 gallons of water a day or around 1 million gallons per month. Water has now completely saturated the surrounding earth banks and is running across a parking lot. The deterioration is accelerating each season.

## **ESTIMATED COSTS TO RENOVATE**

Mr. Holtzclaw further stated the cost for a complete restoration of Shelby Aquatics Center was estimated to be approximately \$1 million to \$1.3 million. This included renovation of pools, deck, filtration, and the plumbing system as well as major interior and exterior repairs to the bathhouse, concession, and shelter buildings including the roofs. Also, included in the high-end estimate are pool slides and shade structure. For comparison’s sake, the cost to build an all-new facility similar to the existing could cost in the neighborhood of \$5 million.

The original project timeline is deemed unrealistic due to only one bid being submitted for pre-qualification. The other bidders had two major concerns – project timeline, and national shortage of material and labor force issues. CHA has recommended that the City reassess the schedule and plan on beginning construction after Labor Day 2022. This will likely bring in multiple bids, and we’re less likely to have higher than normal bids. A new timeline will allow the awarded contractor to potentially pre-order some of the long lead time materials.

## **DRAFT PROJECT TIMELINE RECOMMENDED**

- February 21, 2022 – Pre-qualifications received
- April 6, 2022 – Bid Advertised

- May 13, 2022 – Bid Due Date
- May 16, 2022 – Bidder approved by City Council
- September 6, 2022 – Construction begins (the day after Labor Day)
- April 2023 – Construction ends (it could be earlier than this date)
- May 2023 – Pool opens

Mr. Howell further stated construction projects and costs of these projects is out of our control. Even though the pool will continue to lose water and deterioration is going to continue, the new timeline gives the City a better chance of getting competitive bids.

Discussion continued as to how many times the pool has been repaired. There have been several projects to patch and repair leaks, add expansion joints and install a better gutter system over the years. The renovation costs will be significant; however, this renovation project is needed to keep this public facility in use.

## **PUBLIC SAFETY**

Chief Ledford began his presentation by detailing the challenges to law enforcement during the pandemic. He stated that much of 2020 was a catastrophic year. 2021 was not a rebound year, in fact, for law enforcement it got worse. 2021 was spent implementing and adjusting, as discussed:

### **EXAMPLES OF ADJUSTMENTS LAW ENFORCEMENT HAS FACED ARE:**

- Additional protective equipment
- Staffing issues
- Continuity of service and handling of calls
- Less face-to-face interactions with the public and groups
- Tele-reporting continued and well received
- Mental well-being of staff and families

In addition to the pandemic, Chief Ledford stated in May 2020 with the death of George Floyd, law enforcement was challenged to rethink how to operate and to respond:

- While cities across the country and within our region experienced riots, protests, and property damage, the Shelby Police Department saw something different.
- Rallies and marches were organized but the Police Department was included and asked to speak at almost all those events.
- Chief Ledford stated that the Shelby Police Department is very fortunate that our community supports law enforcement.

## **THE SHELBY POLICE DEPARTMENT FOCUS IS:**

- **What our outcomes need to be as a department**
- **Group discussions with staff and community partners**
- **Strategy and implementation**
- **Marketing and branding SPD as a community resource**
- **Training**

## **TRAINING FOCUS:**

- **The difference between “What” we do and “How” we do it**
- **Diversity in all forms**
- **Leadership and ownership**
- **High liability policy and procedures**
- **Alternate ways of citizen encounters**
- **Body cameras and reinforced the importance**
- **Mental wellness and self-care**

Chief Ledford discussed the benefits of body cams and how they have saved our officers from the number of complaints from citizens. He stressed the importance of having them and how the officers insist on having a body cam with them while working their shift.

## **GOING FORWARD IN 2022:**

- **Partnership for Change will resume once it is safe, with a different focus and format**
- **Citizens Academy will resume with an emphasis being placed on neighborhoods and allowing people to come and learn more about their Police Department**
- **Leadership classes will continue**
- **A more deliberate approach to dealing with the younger generation (25 and younger) to ensure they have the resources they need as well as guidance and support**

Additionally, Chief Ledford discussed community outreach efforts:

- **Community Watch Groups-more than 15 active**
- **Business Watch**
- **Partnership for Change**
- **Neighborhood notifications**
- **Cop Camp**
- **Citizens Police Academy**
- **Landlord/Property Manager monthly meetings**



- Focus Group meetings
- Housing Assistance-Section 8
- Work and life skills placement
- Reset Program (Re-Entry)
- Call-in Program for offenders
- Peer Group Mentoring in high schools
- Community based mentoring

#### **CRIME UPDATE:**

- Nationwide violent crime was high, with the murder rate rising by approximately 30%
- The increase in crime overall across the country continues to be violent crimes much more than property crime
- In NC, the juvenile crime is higher than normal, primarily due to the Raise the Age initiative

Chief Ledford explained the Raise the Age initiative is that now the State of North Carolina views 16- and 17-year-olds as juveniles, which increased the state's juvenile crime rate. This change has also increased the amount of time that our officers spend dealing with juveniles that commit crimes, due to having to stay in sight of them while waiting to be transported and having two officers that have to transport the juvenile to the Concord facility. Shift numbers can be reduced quickly when juvenile crime is committed.

#### **CRIME OVERVIEW IN SHELBY:**

The City's 2021 crime rate stands at 791 compared to 832 five years ago and to 1001 ten years ago. Several factors came into play in 2020 for the Police Department including the pandemic, social issues, juveniles, and others. The City of Shelby saw an increase of almost 40 incidents in property crimes this year.

Mr. Howell discussed the unfortunate perception that some have of the City of Shelby. Additionally, he stated that some entities manipulate the crime rate numbers to fit their agenda.

The Department's focus in 2021 was on next steps of change, dealing with the pandemic and repeat offenders. Chief Ledford presented citywide maps showing that the majority of crimes were confined to a few small areas.

#### **SHELBY POLICE DEPARTMENT STRATEGIES IN IMPACTED AREAS:**

- Interaction with residents
- High visibility
- Problem Solving strategies

- Neighborhood Cameras
- Communication with landlords of problem residents

Chief Ledford concluded by stating that the staff at Shelby Police Department is amazing.

## **SHELBY FIRE & RESCUE DEPARTMENT – 2020-2021 Overview**

Chief Hunt reviewed the timeline of the Shelby Fire and Rescue Department's initial accreditation in August 2014 through its accredited agency status for a second five-year term, 2019 through 2024. The Fire and Rescue Department is accredited through the Center for Public Safety Excellence by the Commission on Fire Accreditation International (CFAI). There are 291 CFAI accredited agencies and 23 accredited agencies in North Carolina. The Fire and Rescue Department filed its 2021 accredited agency annual compliance report which was approved. The next rating is expected in 2024-2025.

Next, Chief Hunt explained the Insurance Services Office (ISO) provides advisory services to insurance companies for underwriting risk and establishing insurance rates in communities. ISO evaluates municipal fire-protection efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data using the Fire Suppression Rating Schedule (FSRS) and assigns a Public Protection Classification (PPC) from 1 to 10. In each community, the ISO individually evaluates the fire suppression force (50%), the water delivery system (40%), and the 911 communications (10%) using the Fire Suppression Rating Schedule (FSRS), and then assigns an overall public protection classification from one (1) to ten (10) based on the compiled data. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire-suppression program does not meet ISO's minimum criteria. Our 2008 ISO rating was a 4; in 2019 our rating was a 2, which represents a 31% overall improvement.

Chief Hunt stated the Shelby Fire & Rescue Department's response and deployment standards are based upon the suburban and rural population densities, and the fire demand of the community. The Department's baseline service level performance for 2021 at 90 percent of the time was reviewed for fire suppression and emergency medical services (EMS).

In conjunction with above criteria, Chief Hunt explained the baseline and benchmark response times. He presented a map showing the five-minute travel time from all three fire stations and what areas can be covered in those five minutes.

Chief Hunt went over the Classification of Risk chart that described the difference between minimal, moderate, significant, and maximum risks. He then presented the chart showing Service Delivery by Risk Classification. This chart

refers to the type of risk, the service delivered, and what type of deployment is typical in the different types of risk (minimal, moderate, significant, or maximum). Developing these charts and classifications helped the Shelby Fire & Rescue Department determine what apparatus, truck, etc. was needed in differing emergency situations.

Mayor Anthony declared a recess at 12:20 p.m. for lunch and reconvened the meeting at 12:58 p.m. Chief Hunt resumed his Council presentation.

#### **FIRE & RESCUE PERFORMANCE MEASUREMENT:**

Chief Hunt presented the elements of response time in fire suppression and emergency medical services (EMS) as follows:

- Alarm handling – Time elapsed from call coming into 911 to completed dispatch message
- Turnout – Time elapsed from firefighters notified until responding to call
- Travel – Distribution – Time elapsed for the first arriving crew
- Travel – Concentration – Time elapsed until the last unit arrives to make up an effective response force (ERF) assembly
- Total Response Time – Summary of all time segments

The benchmark of 90% is an industry standard and what Shelby Fire & Rescue Department strives to accomplish. Chief Hunt explained that when you take the three criteria (alarm handling time, turnout time and travel time) you determine the Response Metric which is the goals the department is trying to achieve.

- Total Response – First Arrival – the goal is less than 6.50 minutes
- Total Response – ERF (when the last apparatus arrives at the scene) - the goal is less than 10.20 minutes.

#### **FIRE & RESCUE DEPARTMENT PERFORMANCE 2020-2021**

Chief Hunt showed the actual Response Time the Shelby Fire & Rescue Department achieved this year.

In an example of a structure fire, the total time (First Arrival) was 8:57 minutes or 2.07 minutes longer than the goal (<6.50 minutes). The same structure fire had a total time ERF of 13:18 minutes or 2.58 minutes longer than the goal (<10:20 minutes).

Chief Hunt reviewed Risk Reduction and Investigation, which is the prevention and mitigation of hazards and risks rather than response:

- Fire Code Compliance – compliance, enforcement, tenant change, courtesy, certificate of occupancy, tenant certificate of occupancy, foster

home, residential care, and other. Complete annual compliance inspections in 90% of occupancies – this year only completed 47.36% (mainly due to the pandemic)

- Safety Education – industry training, fire prevention week, safety education, and special events. Due to the pandemic the department held zero events in school's (grades K-4) but continue to do car safety checks.
- Arson Investigations – Determine cause and origin of fires in 90% of cases. The department completed 69/72 investigations for a 96% rate of completion.

#### **FIRE & RESCUE INITIATIVES IN 2020-2021**

- Implemented risk-based deployment model
- Teleconferencing hardware and software at all three stations
- Replaced roof at fire station 3
- Replacement windows and entry doors installed at fire station 1
- CAD-911 dispatch improvements
- Delivery of new fire truck expected in summer 2022
- Five-year strategic plan

Mr. Howell stated that along with a facilities assessment the City will look at the need for a new full fire station. There will need to be serious conversations with Council about the justification for an additional station. Building the station is not the problem. The problem is staffing the station and equipping the station. According to Mr. Howell this assessment could happen sometime this calendar year.

#### **HUMAN RESOURCES 2020-2021 OVERVIEW**

Mrs. Jolly began her presentation by stating that we are in the service business and the most important part of a service business is the employees. We can't accomplish all the plans and goals the other departments have presented without our employees. She believes we have the best employees in the world. And an administration that takes care of their employees.

Mrs. Jolly presented the City of Shelby Annual Labor Force Stability Report for fulltime employees and reviewed the 2021 turnover percentage, noting it was 14.04 percent or 48 employees out of 342 total budgeted positions – this is a 4.5% increase from last year. The beginning of 2022 has not gone well, she stated that just in this week she's had a resignation on Monday, a resignation on Tuesday and on Wednesday the City fired an employee. It's been a tough start to 2022.

Next, Mrs. Jolly discussed the 2021 department separations totaling 48 employees based on the number of budgeted fulltime employees per

department. She noted the following departments to monitor: Parks and Rec, Police, Fire and Rescue, and Water Resources.

Mrs. Jolly reviewed the 2021 City separations by various reasons:

- Another job or higher pay
- Relocation
- Termination
- Retirements – increasing
- Disability, Workers' compensation, death, or other

Mrs. Jolly continued with the 2021 City separations by length of service:

- Less than 1 year service = 3 separations for a total of 6% of turnover rate
- 1 year – 3 years service = 12 separations for a total of 25% of turnover rate
- Greater than 3 years service (retired) = 14 separations for a total of 29% of turnover rate
- Greater than 3 years service (non-retired) = 19 separations for a total of 40% of turnover rate

These numbers show that over two-thirds of our 48 employees that left had more than three years of experience.

Additionally, a great majority (probably 85%) of our new hires have very little experience. The City trains them and they obtain the certifications required, and as the numbers show they leave with those certifications for better paying jobs. We are a training ground for employees to go to better paying jobs with the training and certifications the City of Shelby has paid for.

Mrs. Jolly said that of the 48 employees that left, 26 of them left for other employment – (one left for a better schedule, one left to be closer to home, one left to get off of on-call, the other 23 employees left for higher pay.)

Mrs. Jolly read some examples from exit interviews as to the reasons the employees have left, most of them had the same theme: they left for better paying jobs. Mrs. Jolly and Mr. Howell both stated that in those same exit interviews most people said they really like working for the City but they're leaving due to lack of pay.

Next, Mrs. Jolly went over the Pay Increase History chart showing what type of pay increase, if any, employees received between the years 2006-2021. The highest increases were in 2015 and 2018. Market study and compression were considered when figuring out pay increases.

## **ONE-THIRD MARKET STUDY**

**Mrs. Jolly reminded Council that last year they approved a One-Third Market Study. This study will start this year and look at one-third of the City jobs and see how they compare with similar markets. Piedmont Triad Regional Council is conducting the study.**

**The local government comparison groups that will be used throughout the study include Gastonia, Forest City, Charlotte, Gaffney, Kings Mtn., Hickory, Lincolnton, Morganton, Lexington, Statesville, Spartanburg, Cleveland County, Catawba County, Gaston County, Lincoln County and Rutherford County. Cycle 1 (year 2022) of the study will include the following positions: Sworn Police (79 employees), Electric lines (11 employees), and Water/Sewer (39 employees), with a total of 129 potential employees impacted by the market study. These positions were chosen this year because they are the most market sensitive. A decision will need to be made about the other employees not being included in the study this year.**

**Mrs. Jolly stated that in some departments the City is struggling to find our next leaders because the City went so many years without having increases in pay which leads to the high turnover rate.**

**Additionally, Mrs. Jolly stated that currently the City has an almost 10% vacancy rate (35 employees). Having this many positions unfilled puts stress on all the departments with keeping up the services the City provides.**

**Mrs. Jolly expressed that the City does not need to be the top payer in the area, but the City needs to be in the ballpark. She stated that the City is always looking outside the box for other incentives to retain our workforce whether it be 10 hour shifts, or a policy to assist employees in obtaining their Associates degree, or other enticements.**

## **LABOR SHORTAGE**

**Mrs. Jolly described that the national workforce is going through what is called a sansdemic. A sansdemic is when an employer doesn't have enough. A reason for the sansdemic is that the Baby Boomers are retiring. The pandemic may have spurred some of the Baby Boomers to retire a few years earlier; thus, causing a sansdemic. The last four years the labor market lost 2 million employees due to Baby Boomers retiring; however, in just the year 2021 the same labor market lost 3 million employees.**

**Statistics show that each family needs to produce 2.4 births per family to cover the jobs in the United States; however, the number of births is only 1.3, so clearly not enough people to satisfy the future workforce. A classic supply and demand issue.**

## **APPLICANT TRACKING SYSTEM – CivicHR**

Mrs. Jolly explained that this system allows applicants to apply online by setting up an account. Once your application is in the system it's easier to apply for jobs that become available without having to resubmit an application each time. This new system has increased the volume of applications coming in. Applicants can also set up an alert so that every time a job is posted that they may be interested in they will be notified.

## **COVID-19**

With our current 10% vacancy rate and the number of employees that have been out due to COVID-19, it has been a very challenging year. A few weeks ago, the City had 24 employees out with COVID and add the 35 employee vacancies, totals up to extra strain on our departments. Since March of 2020, we've had 129 employees test positive for COVID out of 342 employees. Mrs. Jolly stated that Council passed a vaccination incentive last year and that has helped us with our vaccination rate which stands at 72% currently.

## **FOUNDATIONAL LEADERSHIP TRAINING**

In conclusion, Mrs. Jolly described the City's newest training program, called Foundational Leadership Academy. The City started this program in October 2021. Department directors nominate employees that they deem future leaders to enroll in this program. It is a six-session course that focuses on team building, learning about themselves as leaders, and their leadership traits. Mrs. Jolly stated that the graduating Class of 2021 will participate in alumni meetings for an informal leadership support network.

Mr. Howell stated that in his budget recommendation to Council there will be a pay increase to keep the City market competitive. The City has approximately 13 million dollars in payroll so even a small percentage increase can really add up.

## **FINANCIAL SUMMARY**

Mr. Merritt reviewed the Monthly Financial Summary for December 2021. With regard to the current property tax collections budgeted and collected, Mr. Merritt explained property tax collections were highest in August and have been somewhat consistent with last years collections. We are at 81% collected which is on par.

With regard to sales tax collections budgeted and collected, Mr. Merritt explained that these are on a three-month delay. The City is up on sales tax numbers approximately \$500,000.00. Stimulus money and staying local during the pandemic and other factors have contributed to this number.

With regard to the utility sales tax distribution (formerly utility franchise tax), Mr. Merritt reported the City has received roughly 25% collected on the first quarter and explained that the amount collected fluctuates a few thousand dollars each year. The number will change but not significantly throughout the year.

With regard to solid waste fees budgeted and collected, Mr. Merritt stated that these collections are very consistent. The City is coming into a period where houses are being renovated so we are slightly ahead of the budget.

With regard to the General Fund debt service, Mr. Merritt stated that Hanna Park Recreation Complex shows a 15-year debt, retiring in 2032. The Norfolk-Southern Rail Corridor Purchase debt has been retired by transferring money from the Electric fund so this debt is paid off in the General Fund. The other items listed are installment purchase contracts for rolling stock items such as vehicles and capital equipment.

With regard to the General Fund expenditures by division, Mr. Merritt explained these accounts represent departmental expense budgets. Most departments show at mid-year 50 percent of budget used with exceptions for various fees the City pays in July, or other encumbrances a department may have incurred.

With regard to the Powell Bill Fund Debt Service, Mr. Merritt explained this is state revenue the City allocates for street maintenance and resurfacing, street construction and equipment as well.

Next, Mr. Merritt went over the water revenue and water sales. Thru December the City is slightly ahead of what we budgeted for by about \$73,000.00.

Water Fund Debt Service shows more activity this year due to the City closing on the series 2021 revenue bond (about \$10.5 million dollars) refunding of debt that consolidated 2013A, 2010, and 2015 revenue bonds. The term was the same retiring in 2029, 2025 and 2030, respectively but the City was able to obtain a better interest rate of 1.4%. With this interest rate across water, sewer, electric and gas the City will save about \$500,000.00 in interest over the term of those bonds.

With regard to sewer revenue and sewer sales, Mr. Merritt explained the City is \$225,000.00 ahead of what was budgeted thru December of this year. The City budgeted conservatively due to the uncertainty of the operational side of the Bio-solids Improvements project.

The Sewer Fund Debt service shows 2013A, 2013C and 2010 Revenue bonds were refunded by the 2021 revenue bond similar to the Water Fund Debt Service. The list of NC DENR-DWI SRF loans refer to upgrades and projects within the sewer department. These loans have 0% interest so they were not retired. In fiscal year 2025 the City will retire approximately \$200,000.00.



With regard to the electric and natural gas revenues, Mr. Merritt explained that the numbers look slightly different because we purchase a product for resale. We are just below the amount budgeted as far as revenues collected but this not something to be concerned about. There is always a timing issue between the purchase of the product to the actual billing of the customer.

The margin between the electric revenues and the purchase power costs shows the City is slightly behind where we budgeted but the next couple months should get us back to where we should be. The natural gas revenues are stronger mainly due to the price of gas. The natural gas margins are flat, about \$27,000.00 under what we thought, possibly because we had a very warm December. Mr. Merritt stated that typically the months of January – March get us caught back up to where what we projected.

Again, the Electric Fund Debt Service had a 2013A bond refunded with the series 2021 bond. Similarly, the Natural Gas Fund Debt Service had 2013A, 2013C, and 2010 Revenue bonds retired with the 2021 bond.

Water, sewer, electric and natural gas funds all have rolling stock installment purchase contracts which are 59-month borrowings for purchase of items such as vehicles and capital equipment.

Mr. Merritt then explained the Utility Funds expenditures which include administration, operations, and purchase of product by department. Overall, on the expenditure side everything looks good.

Concluding his presentation, Mr. Merritt provided a chart reflecting the weather variances related to rain, cooling degree days, and heating degree days dated December 31, 2021.

#### **FY 2022-2023 BUDGET ASSUMPTIONS:**

Mr. Howell presented and discussed the following:

#### **GENERAL FUND**

- Property tax rate will remain at 51.75 cents per \$100 valuation
- All fees and charges to be reviewed. Application of a Consumer Price Index adjustment (CPI) considered.
- Sales tax growth – the City is guaranteed since July 1, 2019 a minimum of 12.97 percent through 2035 as negotiated through an economic development agreement with Cleveland County.
- Utility sales tax will be flat.

- **Implement Year 1 of the 1/3 Employee Pay and Classification Market Study Adjustment.**
- **Group health insurance may change significantly**
- **Installment financing of capital equipment and vehicles will be flat**
- **Capital improvements are needed at the Aquatics Center, City Hall campus, Samuel A. Raper Public Works Facility (building)**

**Mr. Howell presented and discussed the following:**

#### **NATURAL GAS FUND**

- **No increase in the margin rate**
- **Consideration to be given to applying CPI to base customer charge**
- **Clearwater Paper S1 may opt to go on City's Transport Rate affecting overall system income**
- **Ames Copper plant begins full operations**
- **Implement Year 1 of the 1/3 Employee Pay and Classification Market Study Adjustment.**
- **Group health insurance rates may change significantly.**
- **Installment financing of capital equipment and vehicles will be flat**
- **Completion of Natural Gas System Asset Management Plan and initial implementation of recommendations**
- **Continue replacement of original 1955 system lines**
- **Preliminary planning for City utility service at new US Highway 74 Bypass interchanges (Washburn Switch Road, NC Highway 18 and US Highway 226)**

**Mr. Howell presented and discussed the following:**

#### **ELECTRIC FUND**

- **No increase in wholesale power rate from NCPMA1**
- **Consideration to be given to applying CPI to base customer charge**
- **Load growth less than 1 percent**
- **Implement Year 1 of the 1/3 Employee Pay and Classification Market Study Adjustment.**
- **Group health insurance rates may change significantly**
- **Installment financing of capital equipment and vehicles will be flat**
- **Continue implementation of Electric System Asset Management Plan**
- **Continue implementation of LED Street Light Replacement Program**
- **Preliminary planning for City utility service at new US Highway 74 Bypass interchanges (Washburn Switch Road, NC Highway 18 and NC Highway 150, and US Hwy 226)**

**Mr. Howell presented and discussed the following:**

#### **WATER FUND**

- **Consideration on CPI increase in base rate and rate per 1,000 gallons**
- **Water Treatment Plant debt service**
- **Implement Year 1 of the 1/3 Employee Pay and Classification Market Study Adjustment.**
- **Group health insurance rates may change significantly**
- **Installment financing of capital equipment and vehicles will be flat**
- **Some reduction of system improvements and capital outlay in operational budget**
- **Preliminary planning for City utility service at new US Highway 74 Bypass interchanges (Washburn Switch Road, NC Highway 18 and NC Highway 150, and US Hwy 226)**

**Mr. Howell presented and discussed the following:**

#### **SEWER FUND**

- **Consideration on CPI increase in base rate and rate per 1,000 gallons**
- **Wastewater Treatment Plant Biosolids debt service**
- **Implement Year 1 of the 1/3 Employee Pay and Classification Market Study Adjustment.**
- **Group health insurance rates may change significantly**
- **Installment financing of capital equipment and vehicles will be flat**
- **Some reduction of system improvements and capital outlay in operational budget**
- **Preliminary planning for City utility service at new US Highway 74 Bypass interchanges (Washburn Switch Road, NC Highway 18 and NC Highway 150, and US Hwy 226)**

#### **CITY COUNCIL DISCUSSION TOPICS AND LIST OF PRIORITIES:**

- **American Rescue Plan - \$6.38 million, encumbered by December 2024, spent by December 2026. Dept. of Treasury final guidelines declared any funds under \$10 million can be used for anything a municipality can do statutorily in their state (Gen Statute 160A). Possibly placing sewer in unsewered neighborhoods, or replacing City Hall roofing, Rail Trail projects or another capital project. Staff will provide a list of potential projects to Council by February 21 Council meeting**
- **Residential Development – A deficit of affordable housing in the City, we have approximately \$830,000.00 that we could use in different ways to move forward with establishing affordable housing**
- **Neighborhood revitalization – Encouraging old mill buildings and general**

blight cleanup. Develop a model and a plan for the redevelopment of low to moderate housing in target neighborhoods, possibly along the Rail Trail, utilizing assistance from other agencies.

- Traffic Calming Policy – revise the policy to resolve issues and improve the process.
- Other – The closing of either Marion School or Graham School was discussed and how that might impact our established neighborhoods, and whether the City would even be interested in acquiring the property.

Mr. Howell presented Resolution 8-2022 for Council’s consideration. This resolution transfers the 30-acre tract where Shell Building 4 is being built to the County. This transfer is necessary for the County to obtain LGC approval and for the County to obtain a loan it needs to own the property. Mr. Webber made a motion to approve, Mr. Causby seconded the motion and with a unanimous vote Council approved a Resolution Approving the Conveyance of Property to Another Unit of Government in North Carolina Pursuant to General Statute 160A-274: Resolution No. 8-2022

The agenda and presentation including staff reports from the 2022 Shelby City Council Planning Retreat are hereby incorporated by reference and made a part of these Minutes.

#### ADJOURNMENT

**ACTION TAKEN:** Upon a motion made by Mr. Causby, City Council voted unanimously to adjourn the meeting at 3:58 p.m.

Respectfully submitted,

Carol S. Williams  
Interim City Clerk

O. Stanhope Anthony III  
Mayor

Special Meeting Minutes of January 29, 2022

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item: C-3

- 3) Acceptance of the Certificate of Sufficiency regarding Petition of Annexation of applicant, Southwood Realty Company

**Consent Agenda Item: (Carol S. Williams, Interim City Clerk)**

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- Memorandum dated February 28, 2022 from Carol Williams, Interim City Clerk to Rick Howell, City Manager
- Petition from Southwood Realty Company
- NC General Statutes 160A-31 and 160A-58.2
- Property deeds and tax card
- Certificate of Sufficiency

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City Manager's Recommendation / Comments

**Acceptance and acknowledgement of the Certificate of Sufficiency by the City Clerk is all that is required of City Council at this time. It is my recommendation that this be done via the Consent Agenda.**

It is anticipated that this voluntary annexation petition will be on City Council's agenda for final action on Monday, March 21<sup>st</sup>.

**OFFICE OF THE CITY CLERK  
SHELBY, NORTH CAROLINA**

**MEMO**

To: Rick Howell, City Manager

From: Carol S. Williams, Interim City Clerk

Date: February 28, 2022

Re: Southwood Realty Company – Petition for Voluntary Annexation

**BACKGROUND:**

Southwood Realty Company submitted a Petition of Contiguous Annexation dated January 20, 2022. City Council adopted and approved Resolution No. 19-2022 on February 21, 2022 directing the City Clerk to determine sufficiency of the contiguous annexation petition from Southwood Realty Company.

**REVIEW:**

In accordance with the North Carolina General Statute 160A-31, staff has investigated the petition submitted by Southwood Realty Company and prepared a certificate in this matter, finding the petition sufficient for further annexation proceedings.

**RECOMMENDATION:**

Staff recommends proceeding with the annexation process for this property. A public hearing is scheduled to receive public comment on said petition in accordance with the North Carolina General Statute (NCGS) 160A-58.2 on Monday, March 21, 2022.

**Attachments:**

- Petition for Annexation
- NCGS 160A-31 and 160A-58.2
- Certificate of Sufficiency



City of Shelby
Planning and Development Services Department

Petition for Annexation
(Satellite or Contiguous)

The undersigned Petitioner(s) requests annexation of the property described in accordance with the provision of NCGS 160A-58 (Satellite Annexations) or NCGS 160A-29 (Contiguous Annexations):

Address of Subject Property:

S. Dekalb Street at S. Morgan Street

Applicant(s) Name: Southwood Realty Company
Address: P.O. BOX 280
GASTONIA, NC 28053
Email: william.ratchford@southwoodrealty.com
Phone: (704) 869-6024

Owner(s) Name: Southwood Realty Company
Email: william.ratchford@southwoodrealty.com
Phone: (704) 869-6024

\* If more than one individual owner, attach additional pages with owners' information. \*

Provide a brief description of the subject property. Attach additional pages or documentation if necessary.

PIN # 2546116250 described in DB 1823 PG 1347, containing 32 acres more or less.

Signature of Owners:

Signatures of all Individual Property Owner(s) and Spouses, if any

Signature of Owner Signature of Owner

If Owner is a Partnership, signature(s) of at least one General Partner

Signature of Owner Signature of Owner

If Owner is a Corporation: Southwood Realty Company
Registered Name of Corporation

(Corp. Seal) Signature of President/Vice President

Attested by: Signature of Secretary/Assistant Secretary

(If additional signatures are necessary, continue on separate sheet and attach to the Petition.)

STATE OF NC  
COUNTY OF Gaston

I, Jeffrey T Ledford, a Notary Public for said County and State, do hereby certify that William Ratchford, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 20<sup>th</sup> day of January, 2022



[Signature]  
Notary Public  
My Commission Expires: 6/17/2023

**If Owner is a Partnership:**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, being one/all of the partners of the General Partnership known as \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**If Owner is a Corporation:**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, personally appeared before me this day and acknowledged he (or she) is \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its Corporate Seal and attested by as its \_\_\_\_\_.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**§ 160A-31. Annexation by petition.**

(a) The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner.

(b) The petition shall be prepared in substantially the following form:

DATE:

To the \_\_\_\_\_ (name of governing board) of the (City or Town) of \_\_\_\_\_

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of \_\_\_\_\_
2. The area to be annexed is contiguous to the (City or Town) of \_\_\_\_\_ and the boundaries of such territory are as follows:

(b1) Notwithstanding the provisions of subsections (a) and (b) of this section, if fifty-one percent (51%) of the households in an area petitioning for annexation pursuant to this section have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds, the governing board of any municipality shall annex by ordinance any area the population of which is no more than ten percent (10%) of that of the municipality and one-eighth of the aggregate external boundaries of which are contiguous to its boundaries, upon presentation to the governing board of a petition signed by the owners of at least seventy-five percent (75%) of the parcels of real property in that area. A municipality shall not be required to adopt more than one ordinance under this subsection within a 36-month period.

(b2) The petition under subsection (b1) of this section shall be prepared in substantially the following form:

DATE:

To the \_\_\_\_\_ (name of governing board) of the (City or Town) of \_\_\_\_\_

1. We the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(b1) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of \_\_\_\_\_.
2. The area to be annexed is contiguous to the (City or Town) of \_\_\_\_\_, and the boundaries of such territory are as follows:

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or

on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

(d1) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d2) Upon a finding that a petition submitted under subsection (b1) of this section meets the requirements of this section, the governing body shall, within 60 days of the finding, estimate the capital cost to the municipality of extending water and sewer lines to all parcels within the area covered by the petition and estimate the annual debt service payment that would be required if those costs were financed by a 20-year revenue bond. If the estimated annual debt service payment is less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance. If the estimated annual debt service payment is greater than or equal to five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body may adopt a resolution declining to annex the area. If such a resolution is adopted, the governing body shall immediately submit a request to the Local Government Commission to certify that its estimate of the annual debt service payment is reasonable based on established governmental accounting principles.

(1) If the Local Government Commission certifies the estimate, the municipality is not required to annex the area and no petition to annex the area may be submitted under subsection (b1) of this section for 36 months following the certification. During the 36-month period, the municipality shall make ongoing, annual good faith efforts to secure Community Development Block Grants or other grant funding for extending water and sewer service to all parcels in the areas covered by the petition. If sufficient funding is secured so that the estimated capital cost to the municipality for extending water and sewer service, less the funds secured, would result in an annual debt service payment cost to the municipality of less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(2) If the Local Government Commission notifies the governing board that the estimates are not reasonable based on established governmental accounting principles and that a reasonable estimate of the annual debt service payment is less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days of the notification adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d3) Municipal services shall be provided to an area annexed under subsections (b1) and (j) of this section in accordance with the requirements of Part 7 of this Article.

(e) From and after the effective date of the annexation ordinance, the territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in such municipality and shall be entitled to the same privileges and benefits as other parts of such municipality. Real and personal property in the newly annexed territory on the January 1 immediately preceding the beginning of the fiscal year in which the annexation becomes

effective is subject to municipal taxes as provided in G.S. 160A-58.10. If the effective date of annexation falls between June 1 and June 30, and the effective date of the privilege license tax ordinance of the annexing municipality is June 1, then businesses in the area to be annexed shall be liable for taxes imposed in such ordinance from and after the effective date of annexation.

(f) For purposes of this section, an area shall be deemed "contiguous" if, at the time the petition is submitted, such area either abuts directly on the municipal boundary or is separated from the municipal boundary by the width of a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. A connecting corridor consisting solely of a street or street right-of-way may not be used to establish contiguity. In describing the area to be annexed in the annexation ordinance, the municipal governing board may include within the description any territory described in this subsection which separates the municipal boundary from the area petitioning for annexation.

(g) The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property, in lieu of filing a petition. The resolution shall contain an adequate description of the property, state that the property is contiguous to the municipal boundaries and fix a date for a public hearing on the question of annexation. Notice of the public hearing shall be published as provided in subsection (c) of this section. The governing board may hold the public hearing and adopt the annexation ordinance as provided in subsection (d) of this section.

(h) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under G.S. 160A-385.1 or G.S. 153A-344.1. If the statement declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under G.S. 160A-385.1 or G.S. 153A-344.1 shall be binding on the landowner and any such vested right shall be terminated.

(i) A municipality has no authority to adopt a resolution or petition itself under this Part for annexation of property it does not own or have any legal interest in. For the purpose of this subsection, a municipality has no legal interest in a State-maintained street unless it owns the underlying fee and not just an easement.

(j) Using the procedures under this section, the governing board of any municipality may annex by ordinance any distressed area contiguous to its boundaries upon presentation to the governing board of a petition signed by at least one adult resident of at least two-thirds of the resident households located within such area. For purposes of this subsection, a "distressed area" is defined as an area in which at least fifty-one percent (51%) of the households in the area petitioning to be annexed have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds. The municipality may require reasonable proof that the petitioner in fact resides at the address indicated.

(k) The petition under subsection (j) of this section shall be prepared in substantially the following form:

DATE:

To the \_\_\_\_\_ (name of governing board) of the (City or Town) of \_\_\_\_\_

1. We the undersigned residents of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(j) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of \_\_\_\_\_.

2. The area to be annexed is contiguous to the (City or Town) of \_\_\_\_\_, and the boundaries of such territory are as follows:

(l) For purposes of determining whether the percentage of households in the area petitioning for annexation meets the poverty thresholds under subsections (b1) and (j) of this section, the petitioners shall submit to the municipal governing board any reasonable evidence that demonstrates the area in fact meets the income requirements of that subsection. The evidence presented may include data from the most recent federal decennial census, other official census documents, signed affidavits by at least one adult resident of the household attesting to the household size and income level, or any other documentation verifying the incomes for a majority of the households within the petitioning area. Petitioners may select to submit name, address, and social security number to the clerk, who shall in turn submit the information to the Department of Revenue. Such information shall be kept confidential and is not a public record. The Department shall provide the municipality with a summary report of income for households in the petitioning area. Information for the report shall be gleaned from income tax returns, but the report submitted to the municipality shall not identify individuals or households. (1947, c. 725, s. 8; 1959, c. 713; 1973, c. 426, s. 74; 1975, c. 576, s. 2; 1977, c. 517, s. 4; 1987, c. 562, s. 1; 1989 (Reg. Sess., 1990), c. 996, s. 3; 2011-57, s. 3; 2011-396, s. 10.)

**§ 160A-58.2. Public hearing.**

Upon receipt of a petition for annexation under this Part, the city council shall cause the city clerk to investigate the petition, and to certify the results of his investigation. If the clerk certifies that upon investigation the petition appears to be valid, the council shall fix a date for a public hearing on the annexation. Notice of the hearing shall be published once at least 10 days before the date of hearing.

At the hearing, any person residing in or owning property in the area proposed for annexation and any resident of the annexing city may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If the council then finds and determines that (i) the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b), (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation (except those not required to sign by G.S. 160A-58.1(a)), (iii) the petition is otherwise valid, and (iv) the public health, safety and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation, the council may adopt an ordinance annexing the area described in the petition. The ordinance may be made effective immediately or on any specified date within six months from the date of passage. (1973, c. 1173, s. 2.)

USER MATTCAPPS FOR YEAR 2022

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SOUTHWOOD REALTY COMPANY   PARCEL ID.. 49440                               PIH... 6-79 1 12R
LOCATION... S MORGAN ST
DEED YEAR/BOOK/PAGE.. 2020 1823 1347  ASSESSMENT NONE  .00    .00    .00
PLAT BOOK/PAGE...
LEGAL DESC:33.92AC SR 1106& DEKALB  OWNER ID.. 1295411
1.9AC R/W                               DISTRICT.. 12 SHELBY SCHOOL DIST
TOWNSHIP... 6 SHELBY
NC 26053-                               NBRHOOD... 50 6-79 #06
RESIDENTIAL

GASTONIA
DESCRIPTION                               MAINTAINED.. 7/21/2021 BY MAYES   VALUED.. 7/21/2021 BY MAYES
VISITED..... 1/12/2021 BY JP   PREV PARCEL 27799   ROUTING#..
PARCEL STATUS... ACTIVE                     CATEGORY.. GROUP 100
    
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DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME
1823 1347	10/08/2020	DEED	ADDITION PARCEL	600,000	1,200.00	SOUTHWOOD REALTY COMPANY A NC
18E 395	5/19/2018	WILL	NO STAMPS ON DE			HAMRICK S R HEIRS, SUSAN BAXTER
1674 0437	3/13/2014	DEED	ADDITION PARCEL			HAMRICK S R HEIRS/SUSAN BAXTER
1620 1363	1/02/2013	DEED	NOT OPEN MARKET			HAMRICK S R HEIRS & ROBERTA H
1618 1919	7/15/2011	NON WARRANTY DE	ADDITION PARCEL			HAMRICK S R HEIRS& JAMES EDISO
1104 0717	10/22/1995	ANNEXATION	NO STAMPS ON DE			HAMRICK MRS R HEIRS

LAND SEGMENTS													
LAND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPT%	SHF%	LOC%	SIZ%	OTH%	TOP%	TOT ADJ	CURRENT FMV
1		02	AC CBS	1.000	62,000.00	.00	.00	100.00	.00	.00	.00	.00	62,000
2		02	AC CUND	31.020	15,000.00	.00	.00	105.00	.00	.00	105.00	.00	488,565
TOTAL ACRES..				32.020				TOTAL LAND FMV..					550,565

TOTAL PARCEL VALUES	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2021 VALUE
FMV.....	550,565	0	550,565	550,565
APV.....	550,565	0	550,565	550,565

COMMENTS

INTERNET COPY

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$1,200.00

Parcel Identifier No. 49440 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Mail/Box to: Grantee

This instrument was prepared by: Stott, Hollowell, Palmer & Windham, L.L.P., PO Box 995, Gastonia, NC 28053 (R. Laws)  
Brief description for the Index:

THIS DEED made this 7 day of October 2020, by and between

**GRANTOR**  
**Daniel Hamrick Noggle and spouse, Patricia Noggle;**  
**Kathryn Noggle Dedmond and spouse, Keith Dedmond;**  
**Susan Baxter King and spouse, Brian King**

**GRANTEE**  
**Southwood Realty Company,**  
**a North Carolina corporation**  
**P. O. Box 280**  
**Gastonia, NC 28053**

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_, #6 Township, Cleveland County, North Carolina and more particularly described as follows:

See attached Exhibit A

The property hereinabove described was acquired by Grantor by instrument recorded in Book \_\_\_\_\_ page \_\_\_\_\_

All or a portion of the property herein conveyed \_\_\_ includes or x does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

INTERNET COPY

## EXHIBIT A

TO DEED FROM DANIEL HAMRICK NOGGLE, KATHRYN NOGGLE DEDMOND,  
and SUSAN BAXTER KING to SOUTHWOOD REALTY COMPANY

BEING located in Number Six Township in Cleveland County, North Carolina, and being all of that certain real property described within that certain deed recorded in Book JJ at Page 314 in the office of the Register of Deeds for Cleveland County, North Carolina, more particularly described as follows: BEGINNING at a stake in the Bomar line and corner of Pink Dellinger Putnam's place, thence with Bomar's line South 65 East 137 poles to a stake; thence South 30 West 64 poles to a large red oak, Bynum Hamrick's corner; thence with his line North 50 West 65-1/2 poles to a stake in the South Carolina and Georgia Railroad, Hamrick's corner; thence with Railroad North 9-1/2 West 19 poles to a stake in R.R. McEntire's corner; thence with his line North 72-1/2 West 67-1/2 poles to a stake in old line, McEntire's corner; thence with old line North 25 East 60 poles to the BEGINNING, containing 48-1/2 acres, more or less.

This property was conveyed to S.R. Hamrick (aka Samuel Robert Hamrick) by deed recorded November 5, 1900, in Book JJ at Page 314, Cleveland County Registry. S. R. Hamrick died on or about December 26, 1922, without a will, survived by his wife, Harriet Emma Blanton Hamrick, and eight children, namely Forrest Wylie Hamrick, Ryburn Minor Hamrick, Aaron Winfred Hamrick, Verna Elsie Hamrick, Mary Eva Hamrick Noggle, Lena Mae Hamrick Noggle, Herman Wilson Hamrick, and Sara Roberta Hamrick Baxter; S. R. Hamrick also had two children who predeceased him, namely Edith Eunisha Hamrick (who died 01/21/1899 at age 2) and Cecil Clyde Hamrick (who died as an infant 02/21/1920).

According to the intestate succession laws in effect at the time of S.R. Hamrick's death, his wife inherited a life estate only, and his eight surviving children each inherited a 1/8 interest as remaindermen. Harriet Emma Blanton Hamrick (S.R.'s wife) died July 3, 1968.

Forrest Wylie Hamrick died 06/19/1964. He had no lineal descendants, and was survived by his wife, Evelyn Shytle Hamrick, as his sole heir. Evelyn died 08/07/1968, survived by Betty Logan, a child by a prior marriage, as her only heir. Betty Logan deeded her 1/8 interest by deed recorded in Book 1618, Page 1919, as follows:

- James Edison Noggle, Jr., a 13.3933% undivided interest
- Daniel Noggle, a 13.3933% undivided interest
- Kathryn Noggle Dedmond, a 13.3934% undivided interest
- Roberta Hamrick Baxter, a 59.82% undivided interest

James Edison Noggle, Jr., died (Estate File No. 18-E-395) and devised his interest to Kathryn N. Dedmond.

Ryburn Minor Hamrick died testate in 1984 (Estate File No. 84-E-250), leaving as his will beneficiaries his wife, Lorene S. Hamrick, and his children, Harriet H. Williams and Robert B. Hamrick, who executed a deed for the 1/8 interest in this property to A. Winfred Hamrick recorded in Book 19-H, Page 250.

Aaron Winfred Hamrick never married. He inherited a 1/8 interest from his father, S.R. Hamrick, and acquired Ryburn's 1/8 interest by deed from Ryburn's will beneficiaries recorded in Book 19-H, Page 250. This gave Winfred a 1/4 interest at his death on 07/20/1989. Winfred's will was probated in Connecticut, with copy filed in File No. 89-E-517 in Cleveland County. The subject property passed under the residuary clause to Verna E. Hamrick, Roberta H. Baxter, Eva H. Noggle, and Lena H. Noggle.



BR 1025 PG 1549 DOOR 200043220

Verna Elise Hamrick died 05/15/1994, owning a 7/32 interest in the whole (1/8 from father + 1/4 of Eva's 1/8 + 1/4 of Winfred's 1/4 = 7/32). Verna left a will (File No. 94-E-328) bequeathing to Lena Hamrick Noggle and Roberta Hamrick Baxter in equal shares.

(Mary) Eva Hamrick Noggle died testate 05/01/1991 (File No. 91-E-267), leaving her residue to:

Lena Hamrick Noggle	1/32 of the whole
Verna Elisa Hamrick	1/32 of the whole
Herman W. Hamrick	1/32 of the whole
Roberta Hamrick Baxter	1/32 of the whole

Lena Mae Hamrick Noggle died 12/08/1999 (File No. 00-E-41) leaving a will which devised her share to James Edison Noggle, Jr., Kathryn Noggle Dedmond, and Daniel Hamrick Noggle. James Edison Noggle, Jr., died and devised his share to Kathryn Noggle Dedmond.

Herman Wilson Hamrick deeded to Roberta H. Baxter (Deed Book 1104, page 717) the 1/8 interest he inherited from his father + the 1/32 share he inherited from Eva's estate.

(Sara) Roberta Hamrick Baxter conveyed by deed recorded in Book 1620, Page 1383, her 59.82% interest to Roberta H. Baxter, as Trustee under agreement with Roberta H. Baxter as Grantor dated 08/16/2011. Roberta died 01/14/2014. Her sole will beneficiary was her daughter, Susan Baxter King. By deed dated 02/04/2014, recorded in Book 1674, Page 437, the property was conveyed from Susan Baxter King, Successor Trustee u/a of Roberta H. Baxter as Grantor and the same Roberta H. Baxter as Trustee dated 08/16/2011, to Susan Baxter King.

Therefore, the current owners of the property are Daniel Hamrick Noggle, Kathryn Noggle Dedmond, and Susan Baxter King, who are joined in this conveyance by their spouses.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Restrictions, Easements, and Rights of Way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: \_\_\_\_\_ (Entity Name) Kathryn Noggle Dedmond (SEAL)  
Type Name: Kathryn Noggle Dedmond

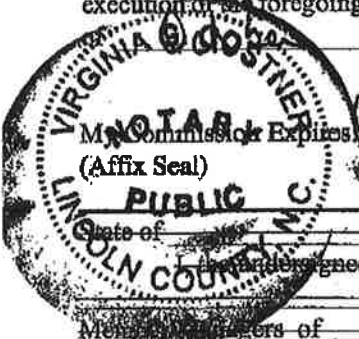
By: \_\_\_\_\_  
Print/Type Name & Title: \_\_\_\_\_ Keith Dedmond (SEAL)  
Type Name: Keith Dedmond

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Type Name: .

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Type Name: \_\_\_\_\_

State of NC - County or City of Lincoln

I, the undersigned Notary Public of the County or City of Lincoln and State aforesaid, certify that Kathryn Noggle Dedmond and Keith Dedmond personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 04 day of August, 2020



Virginia G. Costner (Signature)  
Virginia G. Costner Notary Public  
Notary's Printed or Typed Name

State of \_\_\_\_\_ County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that they are the \_\_\_\_\_ of \_\_\_\_\_, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, they signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_ Notary Public  
(Affix Seal) \_\_\_\_\_ Notary's Printed or Typed Name

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Restrictions, Easements, and Rights of Way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

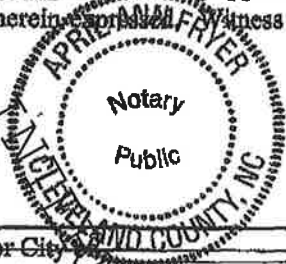
By: \_\_\_\_\_ (Entity Name) Daniel Hamrick Noggle (SEAL)  
Type Name: Daniel Hamrick Noggle

Print/Type Name & Title: \_\_\_\_\_ Patricia Noggle (SEAL)  
Type Name: Patricia Noggle

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Type Name: .

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Type Name: \_\_\_\_\_

State of NC - County or City of Cleveland  
I, the undersigned Notary Public of the County or City of Cleveland and State aforesaid, certify that Daniel Hamrick Noggle and Patricia Noggle personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein specified. Witness my hand and Notarial stamp or seal this 1 day of October, 2020.



My Commission Expires: May 8 2024  
(Affix Seal) April Anthony Fryer Notary Public  
Notary's Printed or Typed Name

State of \_\_\_\_\_ County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that they are the Member/Managers of \_\_\_\_\_, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, they signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public  
(Affix Seal) \_\_\_\_\_ Notary's Printed or Typed Name

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Restrictions, Easements, and Rights of Way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: \_\_\_\_\_ (Entity Name) Susan Baxter King (SEAL)  
Type Name: Susan Baxter King

By: \_\_\_\_\_ (Entity Name) Brian King (SEAL)  
Type Name: Brian King

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Type Name: .

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Type Name: \_\_\_\_\_

State of NC County or City of Caldwell  
I, the undersigned Notary Public of the County or City of Granite Falls and State aforesaid, certify that Susan Baxter King and Brian King personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 2<sup>nd</sup> day of October, 2020.

My Commission Expires: 08-27-2024 (Affix Seal)  
Justin L Oxford Notary Public  
Notary's Printed or Typed Name

State of \_\_\_\_\_ County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that they are the Member/Managers of \_\_\_\_\_, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, they signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ (Affix Seal)  
\_\_\_\_\_  
Notary Public  
Notary's Printed or Typed Name

INTERNET COPY



INTERNET COPY INT

INTERNET COPY

**NORTH CAROLINA NON-WARRANTY DEED**

Excise Tax:-0-

Parcel Identifier No. 27799 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee @ 1259 10<sup>th</sup> St Blvd NW, Hickory, NC 28601

This instrument was prepared by: Stott Hollowell Palmer & Windham, LLP (R. Laws)

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 8 day of February, 2021, by and between

GRANTOR

GRANTEE

SOUTHWOOD REALTY COMPANY,  
a North Carolina corporation  
P. O. Box 280  
Gastonia, NC 28053

Daniel Hamrick Noggle, Kathryn Noggle Dedmond,  
and Susan Baxter King  
1259 10<sup>th</sup> St Blvd NW  
Hickory, NC 28601

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Shelby, #6 Township, Cleveland County, North Carolina and more particularly described as follows:

See attached Exhibit A

INTERNET COPY

INTERNET COPY

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1823 page 1347.

All of a portion of the property herein conveyed \_\_\_ includes or x does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book \_\_\_ page \_\_\_

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

SOUTHWOOD REALTY COMPANY (SEAL)  
(Entity Name) Print/Type Name: \_\_\_\_\_

By: H E Ratchford Jr (SEAL)  
Print/Type Name & Title: Herman E. Ratchford, Jr., President Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_

State of North Carolina - County or City of Gaston

I, the undersigned Notary Public of the County of Gaston and State aforesaid, certify that Herman E. Ratchford, Jr. personally came before me this day and acknowledged that he is the President of SOUTHWOOD REALTY COMPANY, a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 8<sup>th</sup> day of February, 2021.

My Commission Expires: 11/20/2021  
(Affix Seal)

Tina R Boone  
Tina R Boone Notary Public  
Notary's Printed or Typed Name



INTERNET COPY

## EXHIBIT A

BEING located in Number Six Township in Cleveland County, North Carolina, and being all of that certain real property described within that certain deed recorded in Book JJ at Page 314 in the office of the Register of Deeds for Cleveland County, North Carolina, more particularly described as follows:

BEGINNING at a stake in the Bomar line and corner of Pink Dellinger Putnam's place, thence with Bomar's line South 65 East 137 poles to a stake; thence South 30 West 64 poles to a large red oak, Bynum Hamrick's corner; thence with his line North 50 West 65-1/2 poles to a stake in the South Carolina and Georgia Railroad, Hamrick's corner; thence with Railroad North 9-1/2 West 19 poles to a stake in R.R. McEntire's corner; thence with his line North 72-1/2 West 67-1/2 poles to a stake in old line, McEntire's corner; thence with old line North 25 East 60 poles to the BEGINNING, containing 48-1/2 acres, more or less. **SAVE AND EXCEPT, HOWEVER, THE FOLLOWING PROPERTY CONSISTING OF TWO TRACTS, WHICH TWO TRACTS ARE PART OF, AND INCLUDED WITHIN, THE ABOVE-DESCRIBED 48-1/2 ACRE TRACT AND WHICH WILL REMAIN THE PROPERTY OF SOUTHWOOD REALTY COMPANY AS CONVEYED TO SOUTHWOOD REALTY COMPANY BY DEED RECORDED IN BOOK 1823 AT PAGE 1347, CLEVELAND COUNTY REGISTRY, FROM DANIEL HAMRICK NOGGLE, KATHRYN NOGGLE DEDMOND, AND SUSAN BAXTER KING TO SOUTHWOOD REALTY COMPANY;**

**THE FOLLOWING TRACTS ARE VESTED IN AND RETAINED BY SOUTHWOOD REALTY COMPANY**

**TRACT 1**

Lying and being in Shelby, Cleveland County, North Carolina, #6 Township and p/o PID #49440 as shown on survey made by Tanner and McConnaughey, Nov. 6, 2020, rev. Dec. 14, 2020:

BEGINNING at a set 1/2" rebar southeast right-of-way of S. Dekalb Street (right-of-way varies) and on the southwestern line of Johnny L. Hayward (D.B. 1717, PG. 683) as recorded in the Cleveland County Register of Deeds, said rebar having N.C. Grid Coordinates of N. = 561,946.36' and E. = 1,124,210.00' and being located S 64-56-55 E, a distance of 3014.84' from N.C.G.S. Monument "Canipe" with coordinates of N. = 563,223.09' and E. = 1,238,478.69' and runs thence along the southwesterly lines of Hayward, Frances L. McAlister (D.B. 984, PG. 634), the southwestern terminus of Forney Street, a 50.0' public right-of-way, Lily Memorial Baptist Church (D.B. 1024, PG. 562) & (D.B. 716, PG. 46), an unopened 50' public street, Lily Memorial Baptist Church (D.B. 1156, PG. 911) as follows: (A) S 61-00-26 E, a distance of 184.39' to a nail at base of a 7/8" rebar; (B) S 61-09-04 E, a distance of 100.03' to an existing 1" pipe; (C) S 62-57-49 E, a distance of 47.60' to an existing 1" pipe; (D) S 60-44-05 E a distance of 111.46' to an existing 7/8" solid iron; (E) S 61-23-45 E, a distance of 159.13' to an existing 1/2" rebar; (F) S 61-30-31 E, a distance of 73.98' to a 1/2" solid iron; and (G) S 60-48-26 E, a distance of 784.41' to an existing concrete monument on the northwestern line of City of Shelby (D.B. 3X, PG. 251); thence along their northwestern line and that of Harry G. Hamrick (D.B. 1342, PG. 79) S 34-18-32 W, a total distance of 1,041.27' to a nail in an oak stump, another corner of Hamrick (D.B. 1342, PG. 76); thence along his northern line, N 48-56-26 W, a distance of 324.47' to an existing 3/4" pipe, the northeastern corner of Joyce C. Hamrick (D.B. 18L, PG. 71); thence along the Joyce Hamrick Line, N 49-25-48 W, and crossing an existing 3/4" pipe at 698.39' for a total distance of 775.59' to a set 1/2" rebar in the center of the Southern

Railroad tracks (having a 100' right-of-way); thence leaving said tracks and running N 71-19-36 W, a distance of 84.45' to a set ½" rebar on the northeastern right-of-way of South Morgan Street (right-of-way varies); thence along South Morgan Street two calls as follows: (A) along a curve to the left having a radius of 1,742.47' and an arc of 210.32' and a long chord and distance of N 28-42-59 W, 210.19' to a set ½" rebar, and (B) N 2-39-37 W, a distance of 135.0' to the eastern intersection of S. Dekalb Street (right of way varies); thence three calls along the southeastern right-of-way of S. Dekalb Street as follows: (A) N 42-44-42 E, a distance of 109.99' to a set ½" rebar; (B) N 29-56-49 E, a distance of 161.63' to a set ½" rebar; and (C) along a curve to the left having a radius of 1,959.85' and an arc of 333.21' and also a long chord and distance of N 31-38-47 E 332.81' to the point of Beginning, containing 29.3602 acres, more or less and except 1.1712 acres, more or less, of the Southern Railroad.

### TRACT 2

Lying and being in Shelby, Cleveland County, North Carolina, #6 Township and p/o PID #49440 as shown on survey made by Tanner and McConnaughey, Nov. 6, 2020, rev. Dec. 14, 2020:

BEGINNING at a set ½" rebar on the southeastern right-of-way of S. Dekalb Street (right-of-way varies) and the most northern corner of Frankie T. Barkley (D.B. 1621, PG. 457), as registered in the Cleveland County Register of Deeds, said rebar having N.C. grid coordinates of N. = 561,222.32' and E. = 1,240,693.47' and being located S 47-54-27 E, a distance of 2,984.52' from N.C. Grid monument "Canipe" with grid coordinates of N. = 563,223.09' and E. = 1,238,478.69'; thence running along S. Dekalb St. along a curve to the left having a radius of 2,024.71' and an arc of 28.15'; and also a long chord bearing and distance of N 53-14-47 E. 28.15' to an existing 5/8" rebar on the southwestern right-of-way intersection of S. Morgan Street; thence two calls along the right-of-way of S. Morgan Street as follows: (A) S 79-03-43 E, a distance of 109.45' to an existing right of way disk, and (B) along a curve to the right having a radius of 1,642.47' and an arc of 57.54' and also a long chord bearing and distance of S 30-06-49 E, a distance of 57.54' to an existing 5/8" rebar on the northern line of Frankie T. Barkley (D.B. 1621, PG. 457); thence with the Barkley line, N 71-19-36 W, a distance of 167.71' to the point of Beginning, containing 0.0993 acres, be it more or less.

By way of explanation, the aforesaid Tract 1 and Tract 2 comprise Cleveland County Tax Parcel #49440. It was the intention of the parties that these two tracts (Tax Parcel #49940) be conveyed to Southwood Realty Company by the deed recorded in Book 1823, Page 1347, Cleveland County Registry, and that the property shown on Tax Parcel #27799 remain vested in Daniel Hamrick Noggle, Kathryn Noggle Dedmond, and Susan Baxter King.. Some confusion has arisen as to the legal description in Deed Book 1823, Page 1347, and this deed is being recorded to clarify that Tracts 1 and 2 above comprise the property intended to be conveyed to Southwood Realty Company, and that the property described in Cleveland County Tax Parcel #27799 shall be the property of the Grantees herein.



**Last/Firm Name**   Grantor  Grantee  Either  
 **From Date**     
 What's Available?

**Index Type**  
 Mixed  Temporary  
 Firm  Individual  Either  
 All  CONDO PLAT  HIGHWAY ROW  NOTARY  
 Begins With  Exact Match  Match Contains  Adv Similar Name  Soundex Similar Name  
 Symbols Only  Autosuggest

**Book Type**  **Document Type**  **Description**  
 **Doc #**  **Book**  **Page**   
 Traditional  Directory

Page 1 of 4

Retrieved 2 matching index records (2 documents)

	Date	Grantor	Kind	Bk	Pg	Description	Doc #
<input type="checkbox"/> 1	10/08/2020	NOGGLE	DANIEL HAMRICK	DEED	1823	1347 48 1/2 ACS TP #6	200045228
<input type="checkbox"/> 2	04/12/2021	SOUTHWOOD REALTY COMPANY	NOGGLE, DANIEL HAMRICK	DEED	1838	623 #6 TP 2 TCTS	200053640



Page 1 of 1

Results Per Page 15



Post Office Box 207 · Shelby, NC 28151-0207

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## CERTIFICATE OF SUFFICIENCY

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

I, Carol S. Williams, Interim City Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is a contiguous annexation to the City of Shelby primary corporate limits, as defined by North Carolina General Statute 160A-31.
- c. The petition is signed by and includes the address of the owner of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Shelby, this 4<sup>th</sup> day of March, 2022.

(SEAL)

---

Carol S. Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item: C-4

4) Management Reports:

- a. Monthly Financial Summary – January 2022

**Consent Agenda Item: (Rick Howell, City Manager)**

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- Monthly Financial Summary

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City Manager's Recommendation / Comments

The above listed report is for City Council information and is placed on the agenda to ensure documentation that it was formally presented by management to the governing body during a regular meeting.

**Shelby**  
NORTH CAROLINA

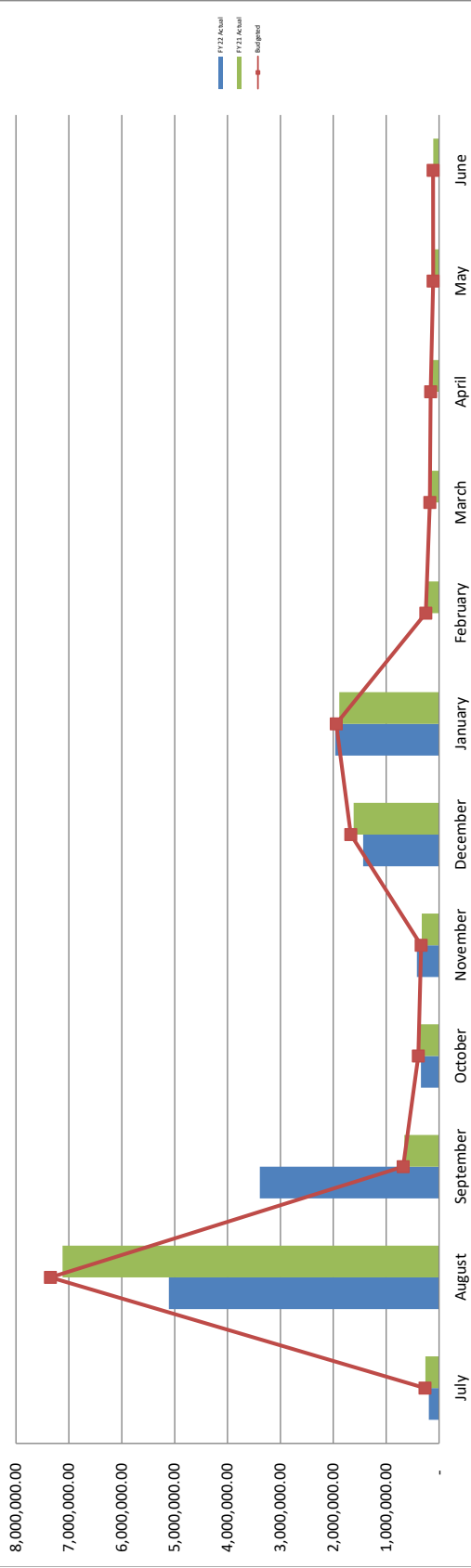


**Monthly Financial Summary  
January 2022**

City of Shelby  
 Current Property Tax Collections  
 FY 2022

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	266,872.03	7,347,866.86	678,339.62	391,751.34	338,537.34	1,668,045.24	1,946,211.21	251,158.11	175,779.68	159,120.20	111,682.24	115,136.13	13,450,500.00
FY 2021	258,629.06	7,120,910.64	657,387.50	379,651.17	328,080.81	1,616,523.72	1,886,097.88	243,400.50	170,350.31	154,205.40	108,232.67	111,579.88	13,035,049.54
FY 2022	192,874.52	5,110,461.99	3,390,680.59	343,629.74	418,559.07	1,437,847.57	1,963,993.41	-	-	-	-	-	12,858,046.89
% of Budget	1.43%	37.99%	25.21%	2.55%	3.11%	10.69%	14.60%	0.00%	0.00%	0.00%	0.00%	0.00%	95.60%
Variance	(73,997.51)	(2,237,404.87)	2,712,340.97	(48,121.60)	80,021.73	(230,197.67)	17,782.20	(251,158.11)	(175,779.68)	(159,120.20)	(111,682.24)	(115,136.13)	(592,453.11)

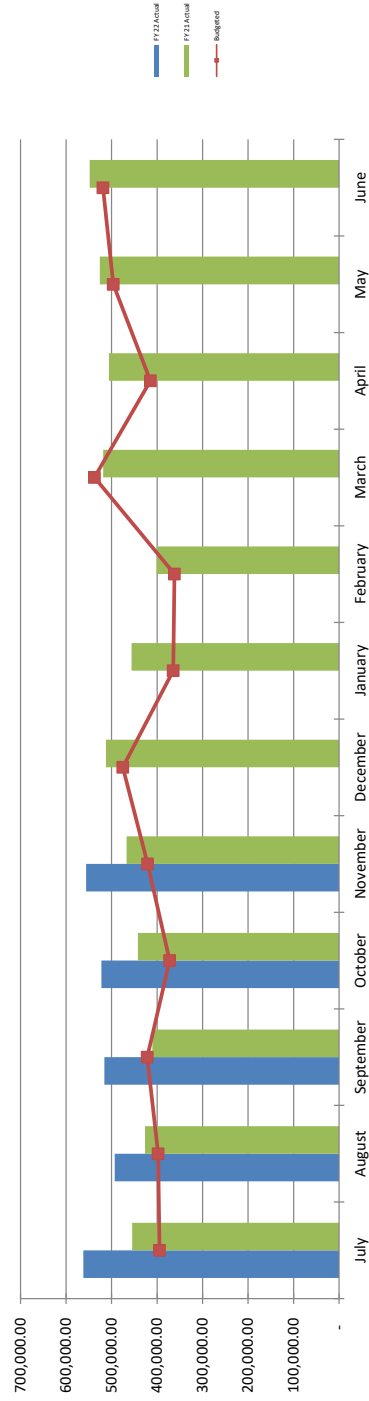
Current Property Tax Collections Budgeted and Collected



City of Shelby  
Sales Tax Collections  
FY 2022

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	394,351.82	397,446.29	421,604.76	372,123.31	420,646.68	475,132.30	364,692.02	361,742.33	537,573.72	414,801.75	496,080.53	518,804.51	5,175,000.00
FY 2021	454,615.42	426,384.38	410,452.25	442,297.17	467,100.43	512,492.21	455,885.01	400,803.20	518,480.64	505,892.93	525,880.46	548,176.57	5,668,460.67
FY 2022	561,875.17	493,247.25	515,682.23	522,268.85	555,802.56	-	-	-	-	-	-	-	2,648,876.06
% of Budget	10.86%	9.53%	9.96%	10.09%	10.74%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	51.19%
Variance	167,523.35	95,800.96	94,077.47	150,145.54	135,155.88	(475,132.30)	(364,692.02)	(361,742.33)	(537,573.72)	(414,801.75)	(496,080.53)	(518,804.51)	(2,526,123.94)

### Sales Tax Collections Budgeted and Collected

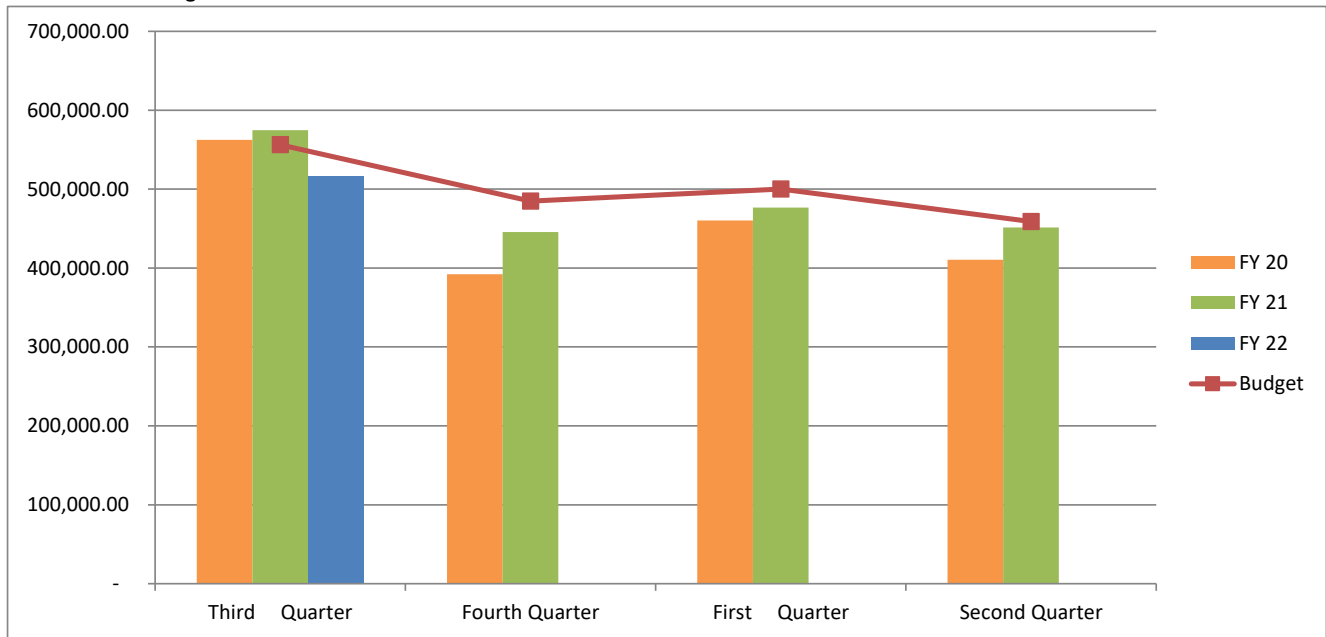


**Notes:**  
Sales Tax Expansion to include Service Contracts: NCGS §105-164.4(a)(1), effective January 2014, has expanded the NC Sales and Use Tax to include "the sales price of a service contract".  
A link to the NCDOR directive on this change is embedded here: <http://www.dor.state.nc.us/practitioner/sales/directives/SD-13-5.pdf>

**Sales Tax Distribution Method:** A link to a description of the individual articles of Sales Tax is embedded here: [http://www.dor.state.nc.us/publications/sales/distribution\\_articles.pdf](http://www.dor.state.nc.us/publications/sales/distribution_articles.pdf)

City of Shelby  
 Utility Sales Tax Distribution (Formerly Utility Franchise Tax)  
 Last Three Years

	<b>Third Quarter</b>	<b>Fourth Quarter</b>	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Totals</b>
Collection Period:	(July-Sept.)	(Oct.-Dec.)	(Jan.-Mar.)	(Apr.-June)	
Received in:	December	March	June	September	
FY 20	562,390.96	392,246.27	460,205.55	410,481.08	1,825,323.86
FY 21	574,782.27	445,666.24	476,587.12	451,433.94	1,948,469.57
FY 22	515,722.31	-	-	-	515,722.31
Budget	556,178.37	484,704.73	500,184.30	458,932.60	2,000,000.00
% of Budget	25.79%	0.00%	0.00%	0.00%	25.79%



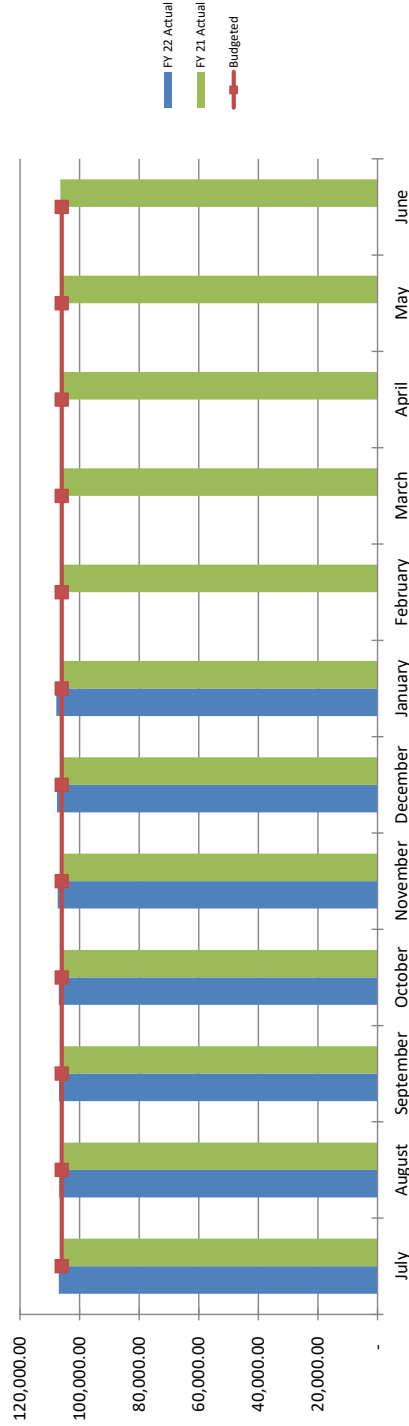
Notes:

Effective July 2014, utility franchise tax was eliminated on sales of electricity and piped natural gas. A "hold harmless" provision will keep local distribution levels at the amounts received during the 2013-14 Fiscal Year.

City of Shelby  
Solid Waste Fees  
FY 2022

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	106,000.00	1,272,000.00
FY 2021	105,380.54	105,237.32	105,800.50	105,677.68	105,243.58	105,899.38	105,833.19	105,909.14	106,446.69	106,036.48	106,495.44	106,448.69	1,270,408.63
FY 2022	107,028.51	106,863.30	106,940.27	107,008.94	107,373.25	107,574.77	107,831.27	-	-	-	-	-	750,620.31
% of Budget	8.41%	8.40%	8.41%	8.41%	8.44%	8.46%	8.48%	0.00%	0.00%	0.00%	0.00%	0.00%	59.01%
Variance	1,028.51	863.30	940.27	1,008.94	1,373.25	1,574.77	1,831.27	(106,000.00)	(106,000.00)	(106,000.00)	(106,000.00)	(106,000.00)	(521,379.69)
Res. Accts:	7,738	7,718	7,730	7,731	7,760	7,776	7,790	-	-	-	-	-	-
Comm. Accts:	674	674	671	677	677	674	677	-	-	-	-	-	-

### Solid Waste Fees Budgeted and Collected

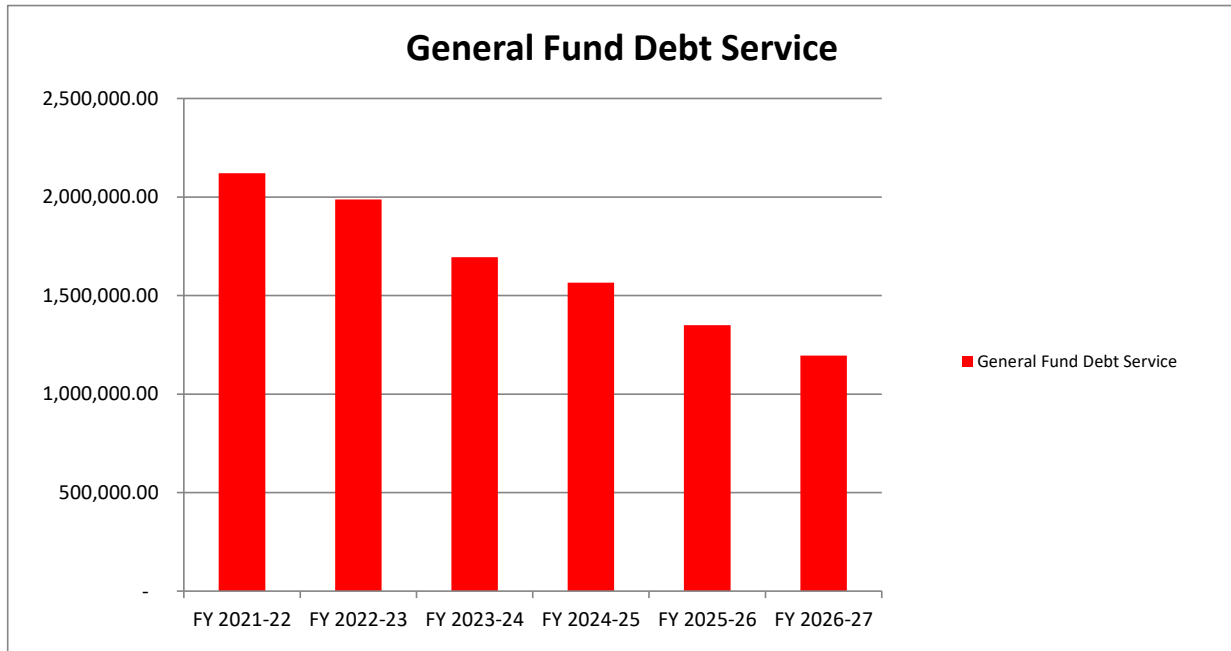




**DEBT SERVICE - GENERAL FUND**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
<b><u>Installment Purchase Contracts</u></b>						
Hanna Park Recreation Complex Debt Retired In 2032	673,134.00	658,606.66	644,079.33	629,552.00	615,024.66	600,497.33
NS Rail Corridor Purchase Debt Retired In 2029	650,375.00	639,222.22	628,069.44	617,100.00	605,763.89	594,611.11
FY 17 Installment Purchase Debt Retired In 2022	108,238.48	-	-	-	-	-
FY 18 Installment Purchase Debt Retired In 2023	266,389.91	266,389.91	-	-	-	-
FY 19 Installment Purchase Debt Retired In 2024	104,354.77	104,354.77	104,354.77	-	-	-
FY 20 Installment Purchase Debt Retired In 2025	189,692.00	189,692.00	189,692.00	189,692.00	-	-
FY 21 Installment Purchase Debt Retired In 2026	128,617.50	128,617.50	128,617.50	128,617.50	128,617.50	-
<b>Total Debt Service - General Fund</b>	<b>2,120,801.66</b>	<b>1,986,883.06</b>	<b>1,694,813.04</b>	<b>1,564,961.50</b>	<b>1,349,406.05</b>	<b>1,195,108.44</b>

Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.



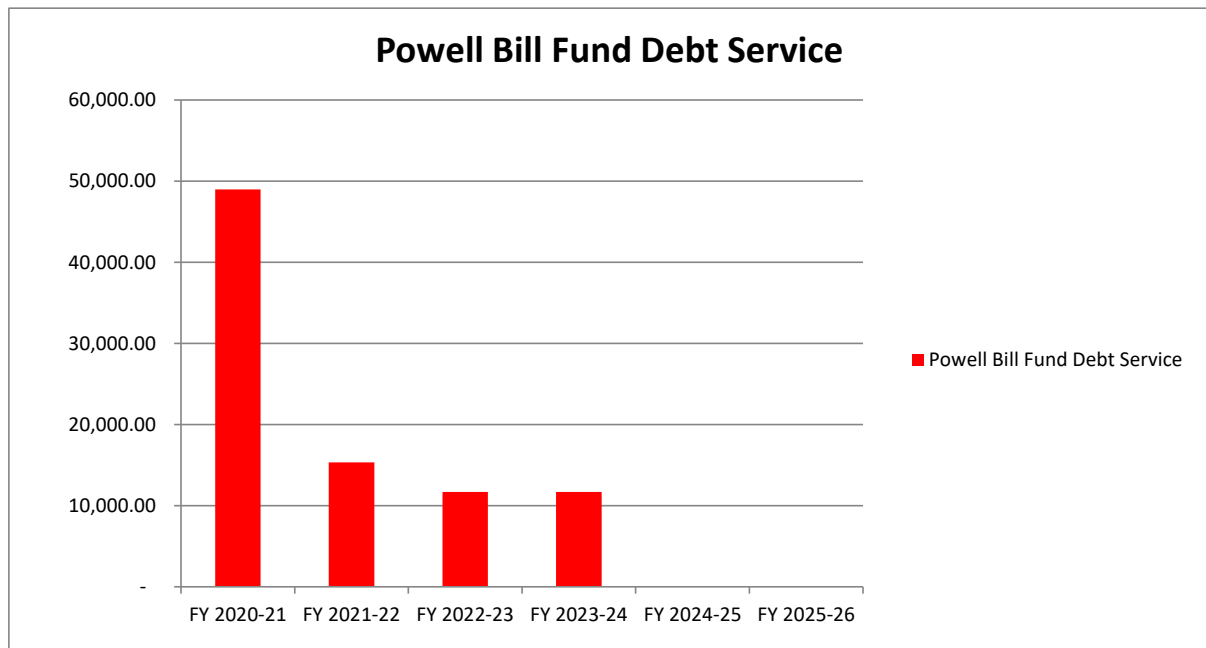
City of Shelby  
 For 2022 07 (58.34% of the Fiscal Year)  
 General Fund Expenditures by Division

<b>DEPARTMENT</b>	<b>ORIGINAL APPROP</b>	<b>REVISED BUDGET</b>	<b>YTD EXPENDED</b>	<b>ENCUMBRANCES</b>	<b>AVAILABLE BUDGET</b>	<b>PCT USED</b>
TOTAL GOVERNING BOARD	85,921.00	85,921.00	47,047.67	0.00	38,873.33	54.80 %
TOTAL ADMINISTRATION	719,261.00	719,261.00	439,948.00	0.00	279,313.00	61.20 %
TOTAL FINANCE	656,717.00	656,717.00	491,280.28	0.00	165,436.72	74.80 %
TOTAL PURCHASING	77,710.00	77,764.00	44,150.87	53.59	33,559.13	56.80 %
TOTAL HUMAN RESOURCES	273,393.00	273,393.00	116,928.48	0.00	156,464.52	42.80 %
TOTAL CUSTOMER SERVICE	292,079.00	296,377.00	187,588.08	43,877.50	64,911.39	78.10 %
TOTAL INFORMATION SERVICES	329,919.00	331,621.00	139,822.90	70,520.54	121,277.56	63.40 %
TOTAL METER SERVICE	96,082.00	96,082.00	38,513.47	0.00	57,568.53	40.10 %
TOTAL GARAGE	534,715.00	534,715.00	320,939.36	0.00	213,775.64	60.00 %
TOTAL CITY HALL	452,800.00	452,800.00	68,996.57	0.00	383,803.43	15.20 %
TOTAL POLICE	7,671,563.00	7,703,407.00	4,383,053.09	28,813.30	3,291,540.57	57.30 %
TOTAL COMMUNICATION	794,100.00	794,100.00	417,424.87	0.00	376,675.13	52.60 %
TOTAL FIRE	5,626,296.00	5,645,238.00	2,943,446.96	818,772.15	1,883,018.51	66.60 %
TOTAL BUILDING INSPECTIONS	416,775.00	416,775.00	145,707.77	0.00	271,067.23	35.00 %
TOTAL STREETS	1,276,305.00	1,278,052.00	753,795.02	4,389.22	519,867.76	59.30 %
TOTAL AIRPORT	438,275.00	446,030.00	301,640.62	6,459.78	137,929.60	69.10 %
TOTAL SOLID WASTE	2,144,010.00	2,144,010.00	1,103,260.21	0.00	1,040,749.79	51.50 %
TOTAL GIS	54,989.00	87,788.00	72,923.35	3,020.13	11,844.52	86.50 %
TOTAL PLANNING SERVICES	590,950.00	591,376.00	269,677.82	30,056.50	291,641.18	50.70 %
TOTAL SPECIAL APPROPRIATIONS	2,948,525.00	8,742,777.00	6,121,574.98	0.00	2,621,202.02	70.00 %
TOTAL PARKS & RECREATION	1,717,290.00	1,720,148.00	843,920.68	72,600.00	803,627.02	53.30 %
TOTAL MAINTENANCE & CEMETERY	1,596,325.00	1,596,325.00	795,925.91	20,035.88	780,363.21	51.10 %
<b>GRAND TOTAL</b>	<b>28,794,000.00</b>	<b>34,690,677.00</b>	<b>20,047,566.96</b>	<b>1,098,598.59</b>	<b>13,544,509.79</b>	<b>60.95 %</b>

**DEBT SERVICE - POWELL BILL FUND**

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
<b><u>Installment Purchase Contracts</u></b>						
FY 17 Installment Purchase Debt Retired in 2022	33,612.66	-	-	-	-	-
FY 18 Installment Purchase Debt Retired in 2023	3,644.52	3,644.52	-	-	-	-
FY 20 Installment Purchase Debt Retired in 2025	11,703.00	11,703.00	11,703.00	11,703.00	-	-
<b>Total Debt Service - Powell Bill Fund</b>	<b>48,960.18</b>	<b>15,347.52</b>	<b>11,703.00</b>	<b>11,703.00</b>	<b>-</b>	<b>-</b>

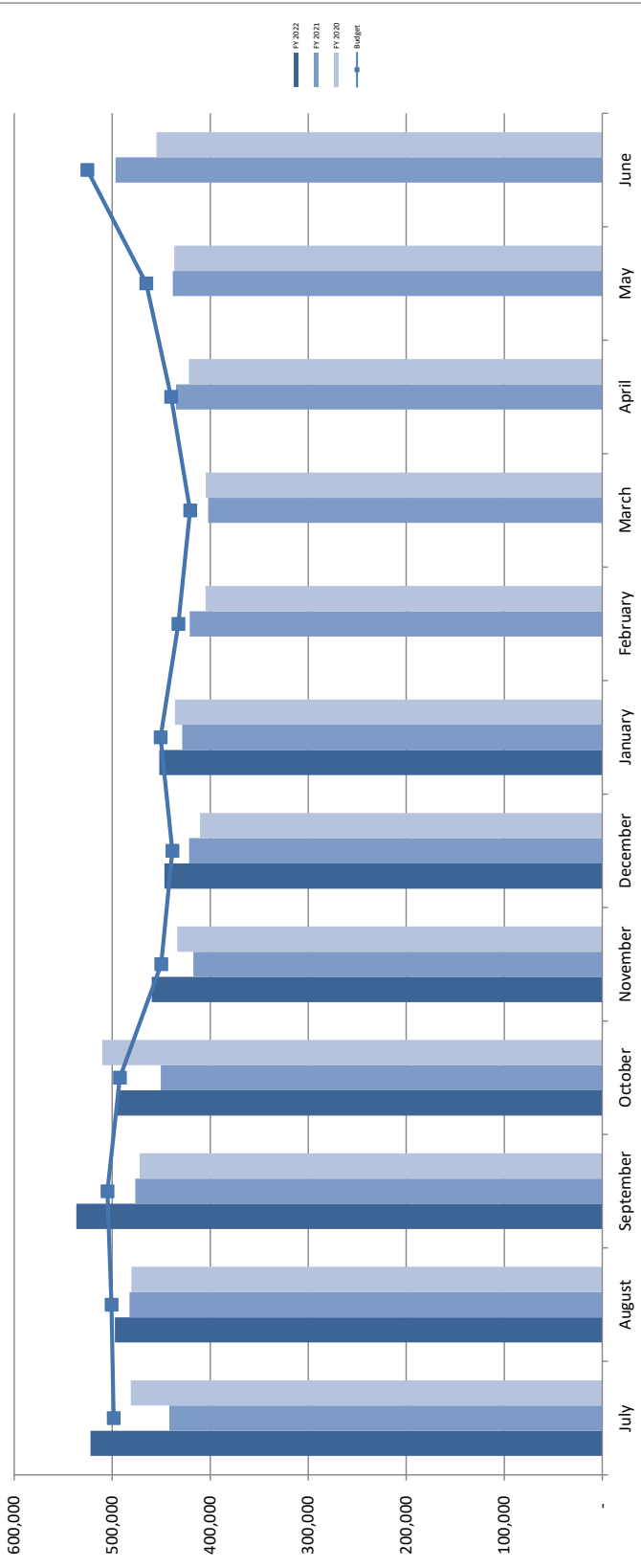
Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.



City of Shelby  
Water Revenue Budget to Actual  
FY 2022

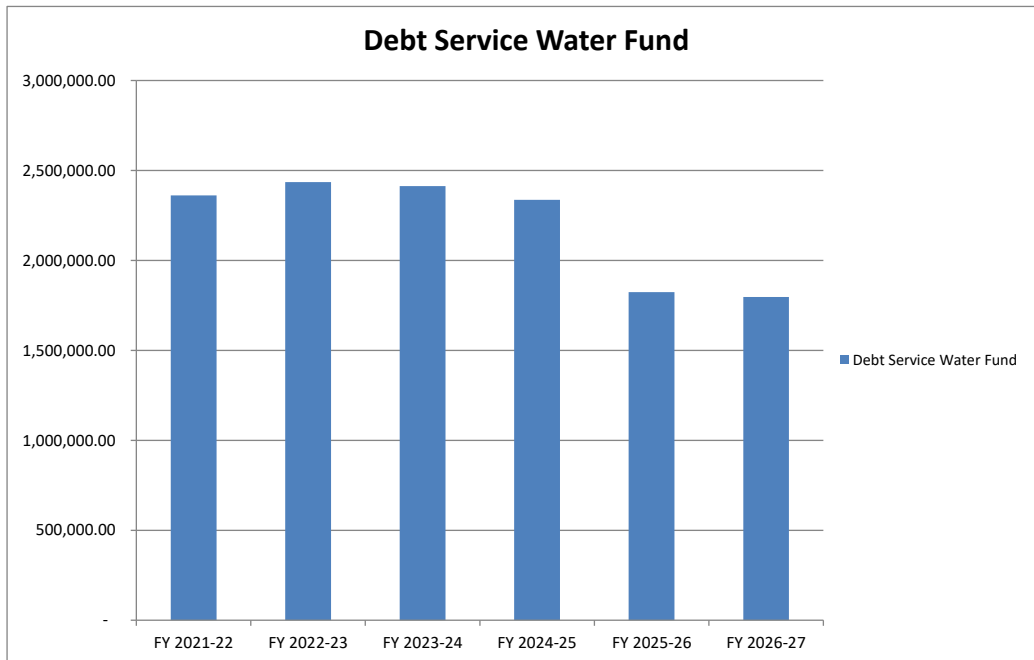
	July	August	September	October	November	December	January	February	March	April	May	June	Total
<b>FY 2022 Budget</b>													
Inside Water													
Useage	132,961	135,912	137,516	130,967	116,874	114,782	120,220	110,024	106,297	114,535	123,558	147,145	1,490,790
Dollars	440,558.64	448,193.27	444,341.63	435,884.36	400,113.12	392,334.71	402,926.15	382,715.01	375,154.16	392,427.58	415,062.20	467,791.58	4,997,502.43
Outside Water													
Useage	15,372	13,571	16,377	14,910	12,691	11,485	11,930	12,803	11,352	11,842	12,840	15,353	160,526
Dollars	57,978.14	52,587.35	60,609.17	56,390.38	49,951.05	46,256.35	47,833.99	49,797.86	45,444.00	47,489.15	50,185.45	57,614.67	622,137.57
Totals	148,333	149,484	153,893	145,878	129,565	126,267	132,150	122,827	117,649	126,376	136,398	162,497	1,651,316
Dollars	498,536.78	500,780.62	504,950.80	492,274.74	450,064.17	438,591.06	450,760.15	432,512.88	420,598.16	439,916.74	465,247.65	525,406.25	5,619,640.00
<b>FY 2022 Actual</b>													
Inside Water													
Useage	147,300	132,769	156,014	136,379	123,193	117,007	124,318	-	-	-	-	-	936,980
Dollars	465,884	437,870	478,412	441,580	410,286	395,299	406,740	-	-	-	-	-	3,036,069.77
Outside Water													
Useage	15,182	16,501	16,094	14,496	12,923	13,678	11,272	-	-	-	-	-	100,146
Dollars	56,397	59,395	58,290	54,158	49,260	51,542	45,241	-	-	-	-	-	374,283
Totals	162,482	149,270	172,108	150,875	136,116	130,685	135,590	-	-	-	-	-	1,037,126
Dollars	522,281	497,265	536,702	495,738	459,546	446,841	451,981	-	-	-	-	-	3,410,353.04
<b>Variance</b>													
Inside Water													
Useage	14,339	(3,143)	18,498	5,412	6,319	2,225	4,098	(110,024)	(106,297)	(114,535)	(123,558)	(147,145)	(553,810)
Dollars	25,325.14	(10,323.43)	34,069.94	5,695.37	10,173.30	2,964.00	3,813.57	(382,715.01)	(375,154.16)	(392,427.58)	(415,062.20)	(467,791.58)	(1,961,432.66)
Outside Water													
Useage	(190)	2,930	(283)	(414)	232	2,193	(658)	(12,803)	(11,352)	(11,842)	(12,840)	(15,353)	(60,380)
Dollars	(1,580.66)	6,807.52	(2,319.17)	(2,232.00)	(691.36)	5,285.63	(2,593.12)	(49,797.86)	(45,444.00)	(47,489.15)	(50,185.45)	(57,614.67)	(247,854)
Totals	14,149	(214)	18,215	4,997	6,551	4,418	3,440	(122,827)	(117,649)	(126,376)	(136,398)	(162,497)	(614,190)
Useage	23,744.48	(3,515.91)	31,750.77	3,463.37	9,481.94	8,249.63	1,220.44	(432,512.88)	(420,598.16)	(439,916.74)	(465,247.65)	(525,406.25)	(2,209,286.96)

### Water Sales In Dollars - Budget to Actual FY 2021 - 2022



DEBT SERVICE - WATER FUND	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
<b><u>Revenue Bonds</u></b>						
Series 2013A Revenue Bonds Debt Retired In 2029	324,157.13	325,250.01	324,029.73	324,717.52	325,173.82	325,173.82
Series 2010 Revenue Bonds Debt Retired In 2025	526,469.18	517,224.37	507,603.26	497,590.50	-	-
Series 2015 Revenue Bonds Debt Retired In 2030	201,100.00	201,100.00	201,100.00	201,100.00	201,100.00	201,100.00
Series 2016 Revenue Bonds Debt Retired In 2031	233,400.00	233,400.00	233,400.00	233,400.00	233,400.00	233,400.00
NCDEQ-DWI SRF Loan Debt Retired In 2040	959,805.01	1,060,171.30	1,047,604.00	1,035,036.68	1,022,469.38	1,009,902.08
<b><u>Installment Purchase</u></b>						
Uptown Infrastructure - Electric Fund Loan Debt Retired In 2038	27,250.00	27,250.00	27,250.00	27,250.00	27,250.00	27,250.00
FY 17 Installment Purchase Debt Retired In 2022	17,188.29	-	-	-	-	-
FY 19 Installment Purchase Debt Retired In 2024	54,380.79	54,380.79	54,380.79	-	-	-
FY 20 Installment Purchase Debt Retired In 2025	2,561.50	2,561.50	2,561.50	2,561.50	-	-
FY 21 Installment Purchase Debt Retired In 2026	14,465.00	14,465.00	14,465.00	14,465.00	14,465.00	-
<b>Total Debt Service - Water Fund</b>	<b>2,360,776.90</b>	<b>2,435,802.97</b>	<b>2,412,394.28</b>	<b>2,336,121.20</b>	<b>1,823,858.20</b>	<b>1,796,825.90</b>

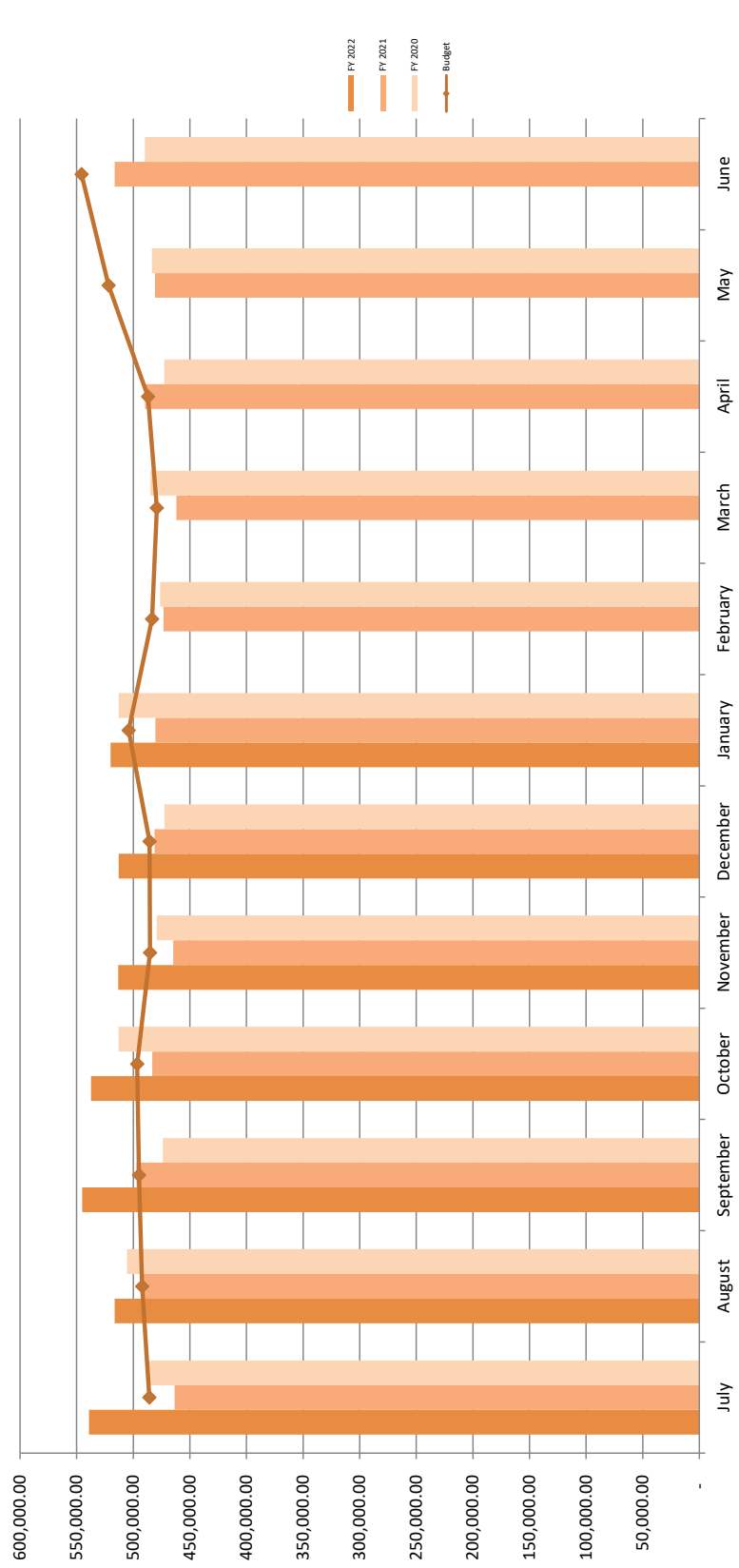
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City of Shelby  
Sewer Revenue Budget to Actual  
FY 2022

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>FY 2022 Budget</b>													
Inside Sewer													
Useage	68,512	70,250	53,846	69,057	66,689	67,452	71,487	66,675	64,185	66,827	76,924	82,341	824,244
Dollars	456,884.41	465,493.45	462,106.95	462,388.82	448,975.74	450,155.61	464,781.57	449,302.18	439,595.61	451,018.69	485,603.30	509,783.35	5,546,089.69
Outside Sewer													
Useage	2,886	2,520	3,410	3,557	3,855	3,771	4,329	3,581	4,344	3,369	3,361	3,320	42,303
Dollars	28,960.22	26,678.11	32,909.79	34,083.37	36,133.08	35,355.54	39,258.40	34,125.67	39,547.42	35,886.02	36,098.03	35,946.66	414,982.31
Totals													
Useage	71,398	72,770	57,256	72,614	70,544	71,223	75,816	70,256	68,529	70,196	80,285	85,661	866,547
Dollars	485,844.63	492,171.56	495,016.74	496,472.19	485,108.82	485,511.15	504,039.97	483,427.85	479,143.04	486,904.71	521,701.33	545,730.01	5,961,072.00
<b>FY 2022 Actual</b>													
Inside Sewer													
Useage	77,633	73,340	81,561	76,522	69,582	69,308	73,493	-	-	-	-	-	521,439
Dollars	501,861.04	479,112.06	505,097.81	493,553.81	468,967.36	467,397.01	476,820.51	-	-	-	-	-	3,392,809.60
Outside Sewer													
Useage	2,432	2,397	2,756	3,298	3,389	3,590	3,230	-	-	-	-	-	21,092
Dollars	37,319.18	37,327.88	39,989.26	43,817.13	44,221.07	45,502.36	43,117.93	-	-	-	-	-	291,294.81
Totals													
Useage	80,065	75,737	84,317	79,820	72,971	72,898	76,723	-	-	-	-	-	542,531
Dollars	539,180.22	516,439.94	545,087.07	537,370.94	513,188.43	512,899.37	519,938.44	-	-	-	-	-	3,684,104.41
<b>Variance</b>													
Inside Sewer													
Useage	9,121	3,090	27,715	7,465	2,893	1,856	2,006	(66,675)	(64,185)	(66,827)	(76,924)	(82,341)	(302,804.67)
Dollars	44,976.63	13,618.61	42,990.86	31,164.99	19,991.62	17,241.40	12,038.94	(449,302.18)	(439,595.61)	(451,018.69)	(485,603.30)	(509,783.35)	(2,153,280.09)
Outside Sewer													
Useage	(454)	(123)	(654)	(259)	(466)	(181)	(1,099)	(3,581)	(4,344)	(3,369)	(3,361)	(3,320)	(21,211.00)
Dollars	8,358.96	10,649.77	7,079.47	9,733.76	8,087.99	10,146.82	3,859.53	(34,125.67)	(39,547.42)	(35,886.02)	(36,098.03)	(35,946.66)	(123,687.50)
Totals													
Useage	8,667	2,967	27,061	7,206	2,427	1,675	907	(70,256)	(68,529)	(70,196)	(80,285)	(85,661)	(324,015.67)
Dollars	53,335.59	24,268.38	50,070.33	40,898.75	28,079.61	27,388.22	15,898.47	(483,427.85)	(479,143.04)	(486,904.71)	(521,701.33)	(545,730.01)	(2,276,967.59)

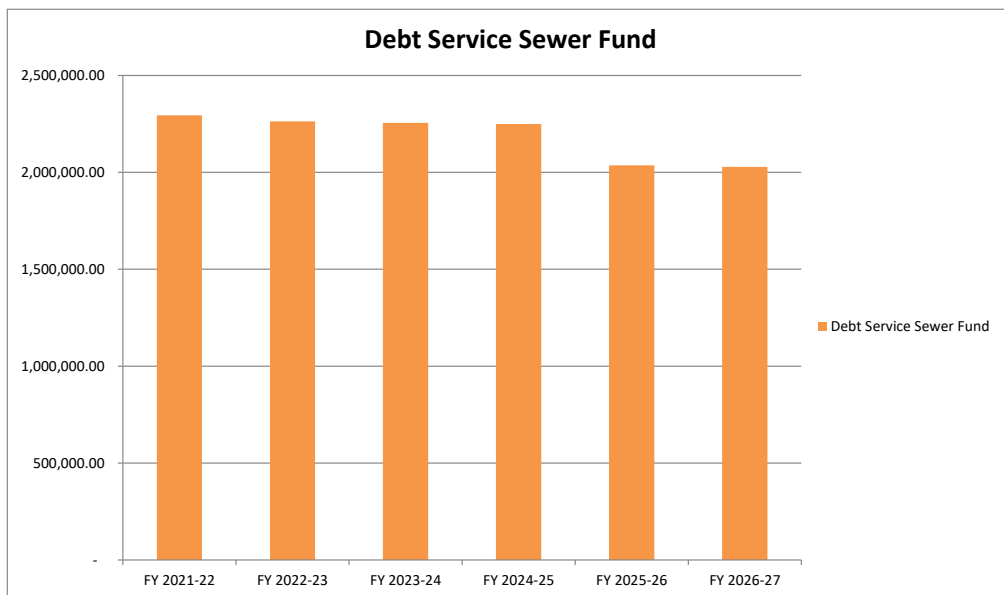
**Sewer Sales in Dollars - Budget to Actual FY 2021 - 2022**





DEBT SERVICE - SEWER FUND	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
<b><u>Revenue Bonds</u></b>						
Series 2013A Revenue Bonds Debt Retired In 2029	102,558.09	102,903.86	102,517.78	102,735.39	102,879.76	102,292.28
Series 2013C Revenue Bonds Debt Retired In 2028	199,458.88	198,822.47	198,081.73	197,236.66	200,137.25	198,979.17
Series 2010 Revenue Bonds Debt Retired In 2025	215,198.61	211,419.72	207,487.01	203,394.22	-	-
NC DENR-DWI SRF Loan Debt Retired in 2034	36,300.10	36,300.10	36,300.10	36,300.10	36,300.10	36,300.10
NC DENR-DWI SRF Loan Debt Retired in 2035	156,521.90	156,521.90	156,521.90	156,521.90	156,521.90	156,521.90
NC DENR-DWI SRF Loan Debt Retired in 2035	469,832.90	469,832.90	469,832.90	469,832.90	469,832.90	469,832.90
NC DENR-DWI SRF Loan Debt Retired in 2041	991,870.00	991,870.00	991,870.00	991,870.00	991,870.00	991,870.00
<b><u>Installment Purchase</u></b>						
Uptown Infrastructure - Loan from Electric Fund Debt Retired in 2038	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00
FY 17 Installment Purchase Debt Retired In 2022	26,880.58	-	-	-	-	-
FY 18 Installment Purchase Debt Retired In 2023	2,903.26	2,903.26	-	-	-	-
FY 19 Installment Purchase Debt Retired In 2024	1,408.74	1,408.74	1,408.74	-	-	-
FY 20 Installment Purchase Debt Retired In 2025	12,525.50	12,525.50	12,525.50	12,525.50	-	-
FY 21 Installment Purchase Debt Retired In 2026	6,215.00	6,215.00	6,215.00	6,215.00	6,215.00	-
<b>Total Debt Service - Sewer Fund</b>	<b>2,294,423.55</b>	<b>2,263,473.45</b>	<b>2,255,510.66</b>	<b>2,249,381.66</b>	<b>2,036,506.90</b>	<b>2,028,546.34</b>

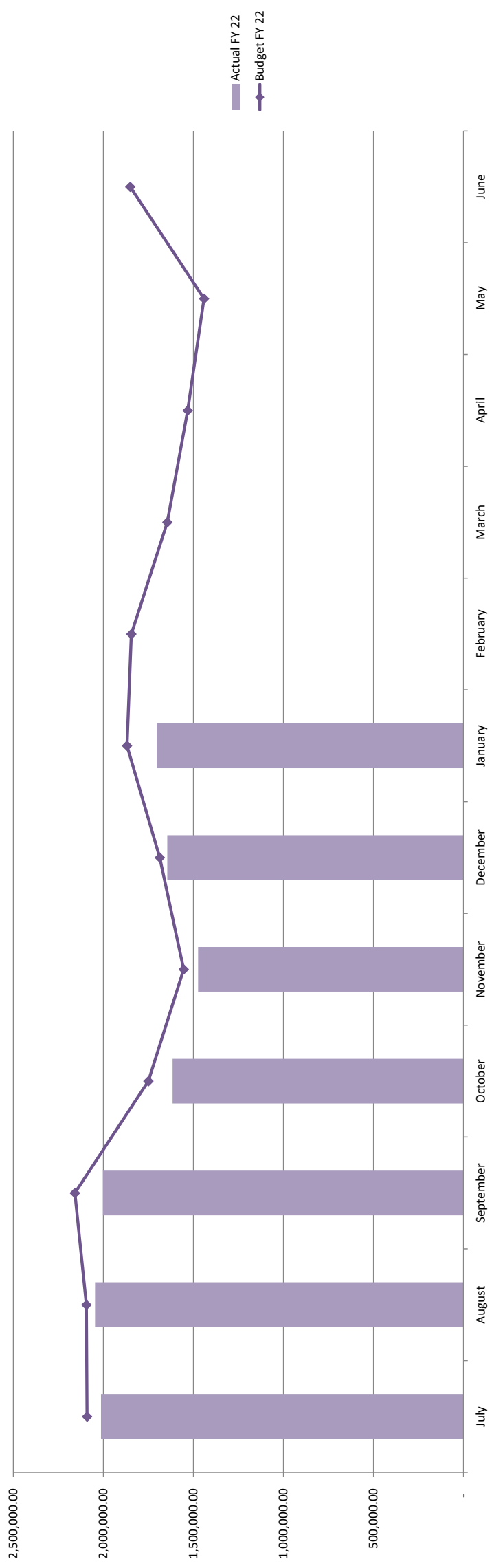
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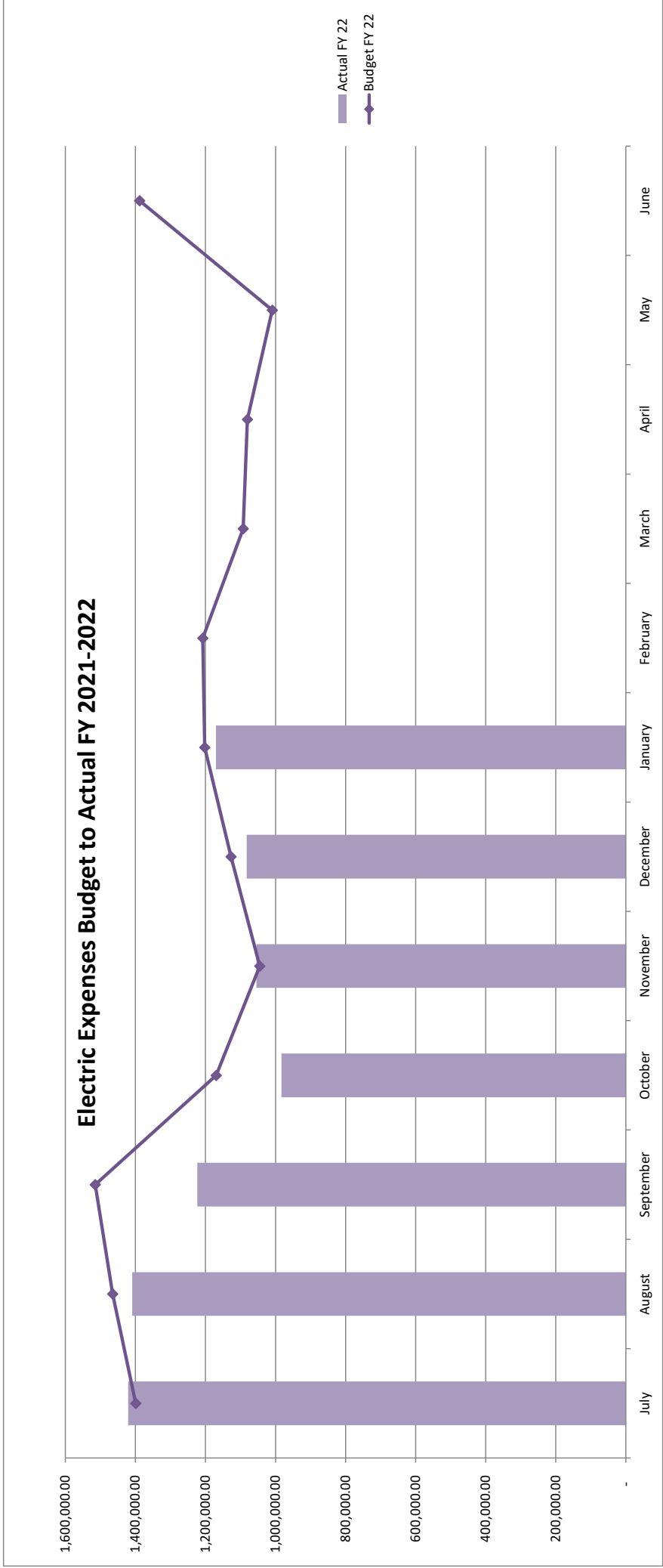
City of Shelby  
Electric Revenues Budget to Actual  
FY 2022

<b>Revenues Budget FY 22</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	888,192.80	905,070.83	889,403.93	683,984.80	623,498.84	798,656.66	926,510.59	912,010.95	762,405.29	648,463.38	574,814.98	770,567.06	9,383,580.12
Commercial	1,183,523.77	1,166,811.02	1,245,221.55	1,049,869.82	916,006.21	873,253.35	927,811.46	917,660.30	868,382.85	866,482.11	850,742.92	1,055,875.44	11,921,640.80
Industrial	19,505.92	22,388.91	23,737.08	16,789.71	14,997.50	15,378.27	14,823.35	15,520.93	14,739.64	16,908.65	15,683.89	24,305.22	214,779.08
<b>Totals</b>	<b>2,091,222.49</b>	<b>2,094,270.76</b>	<b>2,158,362.56</b>	<b>1,750,644.33</b>	<b>1,554,502.55</b>	<b>1,687,288.28</b>	<b>1,869,145.41</b>	<b>1,845,192.18</b>	<b>1,645,527.78</b>	<b>1,531,854.14</b>	<b>1,441,241.79</b>	<b>1,850,747.72</b>	<b>21,520,000.00</b>
<b>Actual FY 22</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	880,501.52	879,896.06	842,330.03	619,318.24	609,393.40	777,604.00	834,348.82	-	-	-	-	-	5,443,392.07
Commercial	1,091,518.23	1,126,015.11	1,119,148.12	965,598.51	840,040.54	844,327.85	844,645.98	-	-	-	-	-	6,831,294.34
Industrial	41,076.50	40,385.09	41,368.65	30,744.31	24,976.71	23,605.54	24,693.97	-	-	-	-	-	-
<b>Totals</b>	<b>2,013,096.25</b>	<b>2,046,296.26</b>	<b>2,002,846.80</b>	<b>1,615,661.06</b>	<b>1,474,410.65</b>	<b>1,645,537.39</b>	<b>1,703,688.77</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,501,537.18</b>
<b>Revenue Variance</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	(7,691.27)	(25,174.77)	(47,073.91)	(64,666.57)	(14,105.44)	(21,052.66)	(92,161.77)	(912,010.95)	(762,405.29)	(648,463.38)	(574,814.98)	(770,567.06)	(3,940,188.04)
Commercial	(92,005.55)	(40,795.92)	(126,073.42)	(84,271.30)	(75,965.67)	(28,925.50)	(83,165.49)	(917,660.30)	(868,382.85)	(866,482.11)	(850,742.92)	(1,055,875.44)	(5,090,346.47)
Industrial	21,570.58	17,996.18	17,631.57	13,954.60	9,979.21	8,227.27	9,870.62	(15,520.93)	(14,739.64)	(16,908.65)	(15,683.89)	(24,305.22)	12,071.69
<b>Totals</b>	<b>(78,126.24)</b>	<b>(47,974.50)</b>	<b>(155,515.76)</b>	<b>(134,983.27)</b>	<b>(80,091.90)</b>	<b>(41,750.89)</b>	<b>(165,456.64)</b>	<b>(1,845,192.18)</b>	<b>(1,645,527.78)</b>	<b>(1,531,854.14)</b>	<b>(1,441,241.79)</b>	<b>(1,850,747.72)</b>	<b>(9,018,462.82)</b>

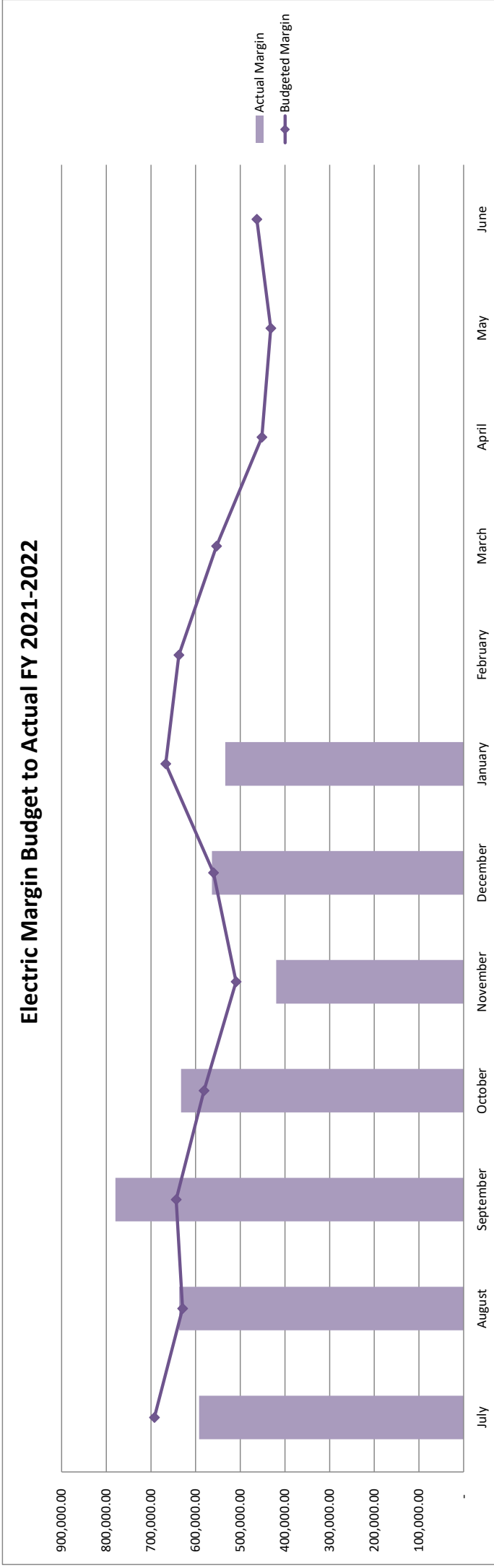
### Electric Revenues Budget to Actual FY 2021-2022



<b>Expenses</b>													
<b>Budget FY 22</b>													
	July	August	September	October	November	December	January	February	March	April	May	June	Totals
NCMPA1	1,348,754.95	1,414,214.89	1,467,192.58	1,132,669.12	1,009,425.68	1,089,253.24	1,163,230.60	1,167,262.35	1,054,934.95	1,044,498.58	974,058.23	1,344,504.84	14,210,000.00
SEPA	50,123.30	50,951.57	47,498.77	36,873.99	35,749.70	37,820.86	38,817.94	40,530.13	37,260.83	35,634.69	35,409.97	43,328.26	490,000.00
<b>Totals</b>	<b>1,398,878.25</b>	<b>1,465,166.46</b>	<b>1,514,691.35</b>	<b>1,169,543.11</b>	<b>1,045,175.38</b>	<b>1,127,074.10</b>	<b>1,202,048.53</b>	<b>1,207,792.48</b>	<b>1,092,195.78</b>	<b>1,080,133.27</b>	<b>1,009,468.19</b>	<b>1,387,833.10</b>	<b>14,700,000.00</b>
<b>Actual FY 22</b>													
NCMPA1	1,387,577.43	1,374,262.77	1,189,126.57	947,970.65	1,021,092.08	1,046,316.06	1,135,882.98	-	-	-	-	-	8,102,228.54
SEPA	33,362.07	35,097.20	34,006.80	35,274.36	33,772.52	35,901.74	34,214.73	-	-	-	-	-	241,629.42
<b>Totals</b>	<b>1,420,939.50</b>	<b>1,409,359.97</b>	<b>1,223,133.37</b>	<b>983,245.01</b>	<b>1,054,864.60</b>	<b>1,082,217.80</b>	<b>1,170,097.71</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,343,857.96</b>
<b>Expense Variance</b>													
NCMPA1	(38,822.48)	39,952.12	278,066.01	184,698.47	(11,666.40)	42,937.18	27,347.62	1,167,262.35	1,054,934.95	1,044,498.58	974,058.23	1,344,504.84	6,107,771.46
SEPA	16,761.23	15,854.37	13,491.97	1,599.63	1,977.18	1,919.12	4,603.21	40,530.13	37,260.83	35,634.69	35,409.97	43,328.26	248,370.58
<b>Totals</b>	<b>(22,061.25)</b>	<b>55,806.49</b>	<b>291,557.98</b>	<b>186,298.10</b>	<b>(9,689.22)</b>	<b>44,856.30</b>	<b>31,950.82</b>	<b>1,207,792.48</b>	<b>1,092,195.78</b>	<b>1,080,133.27</b>	<b>1,009,468.19</b>	<b>1,387,833.10</b>	<b>6,356,142.04</b>

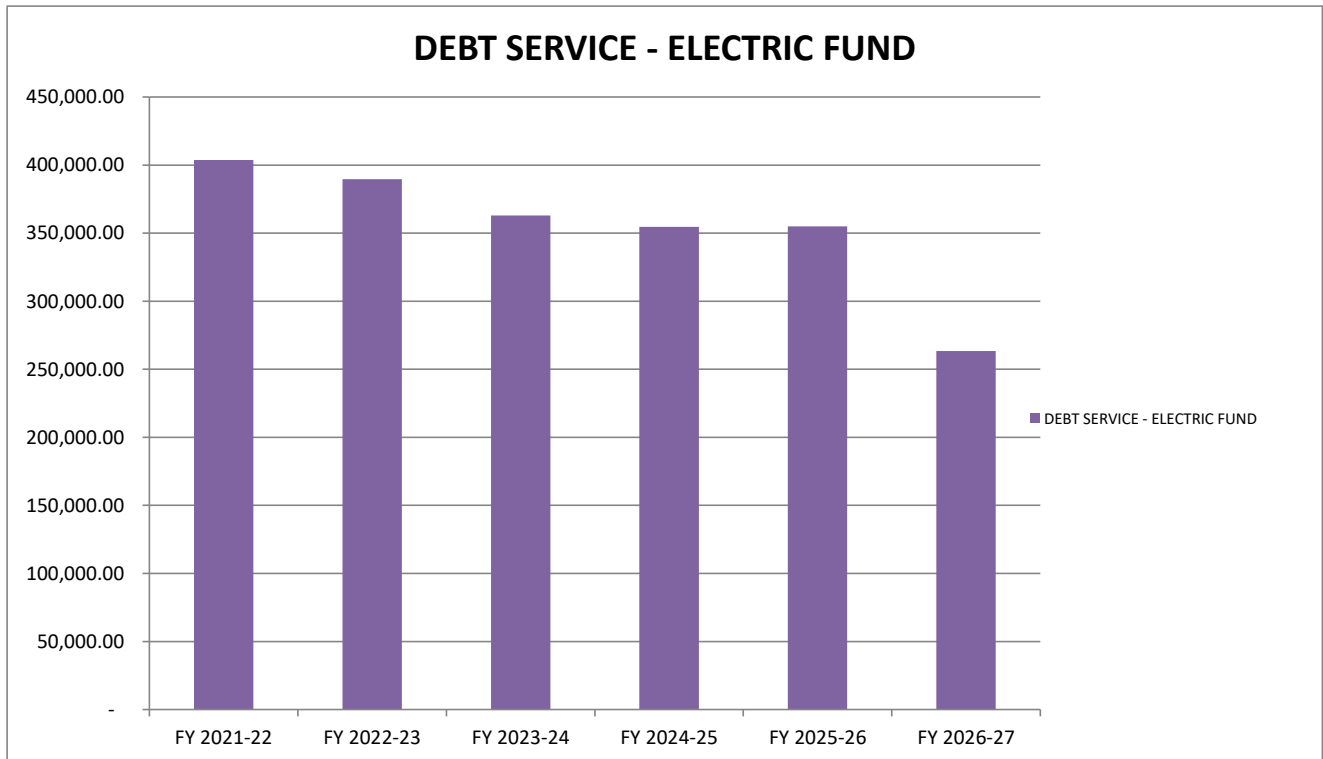


Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	2,091,222.49	2,094,270.76	2,158,362.56	1,750,644.33	1,554,502.55	1,687,288.28	1,869,145.41	1,845,192.18	1,645,527.78	1,531,854.14	1,441,241.79	1,850,747.72	21,520,000.00
Budgeted Expenses	(1,398,878.25)	(1,465,166.46)	(1,514,691.35)	(1,169,543.11)	(1,045,175.38)	(1,127,074.10)	(1,202,048.53)	(1,207,792.48)	(1,092,195.78)	(1,080,133.27)	(1,009,468.19)	(1,387,833.10)	(14,700,000.00)
Budgeted Margin	692,344.24	629,104.31	643,671.22	581,101.22	509,327.17	560,214.18	667,096.88	637,399.70	553,332.00	451,720.87	431,773.60	462,914.62	6,820,000.00
Actual Revenues	2,013,096.25	2,046,296.26	2,002,846.80	1,615,661.06	1,474,410.65	1,645,537.39	1,703,688.77	-	-	-	-	-	12,501,537.18
Actual Expenses	(1,420,939.50)	(1,409,359.97)	(1,223,133.37)	(983,245.01)	(1,054,864.60)	(1,082,217.80)	(1,170,097.71)	-	-	-	-	-	(8,343,857.96)
Actual Margin	592,156.75	636,936.29	779,713.43	632,416.05	419,546.05	563,319.59	533,591.06	-	-	-	-	-	4,157,679.22
Margin Variance	(100,187.49)	7,831.98	136,042.21	51,314.83	(89,781.12)	3,105.41	(133,505.82)	(637,399.70)	(553,332.00)	(451,720.87)	(431,773.60)	(462,914.62)	(2,662,320.78)



DEBT SERVICE - ELECTRIC FUND		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
<b><u>Revenue Bonds</u></b>							
<b>Series 2013A Revenue Bonds</b>							
<b>Total</b>	<b>Debt Retired In 2029</b>	264,102.54	264,992.95	263,998.74	264,559.11	264,930.87	263,418.02
<b><u>Installment Purchase Contracts</u></b>							
<b>FY 17 Installment Purchase</b>							
	<b>Debt Retired In 2022</b>	15,039.75	-	-	-	-	-
<b>FY 18 Installment Purchase</b>							
	<b>Debt Retired In 2023</b>	25,727.86	25,727.86	-	-	-	-
<b>FY 19 Installment Purchase</b>							
	<b>Debt Retired In 2024</b>	8,921.99	8,921.99	8,921.99	-	-	-
<b>FY 21 Installment Purchase</b>							
	<b>Debt Retired In 2026</b>	89,952.50	89,952.50	89,952.50	89,952.50	89,952.50	-
<b>Total</b>		<u>403,744.64</u>	<u>389,595.30</u>	<u>362,873.23</u>	<u>354,511.61</u>	<u>354,883.37</u>	<u>263,418.02</u>

Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.

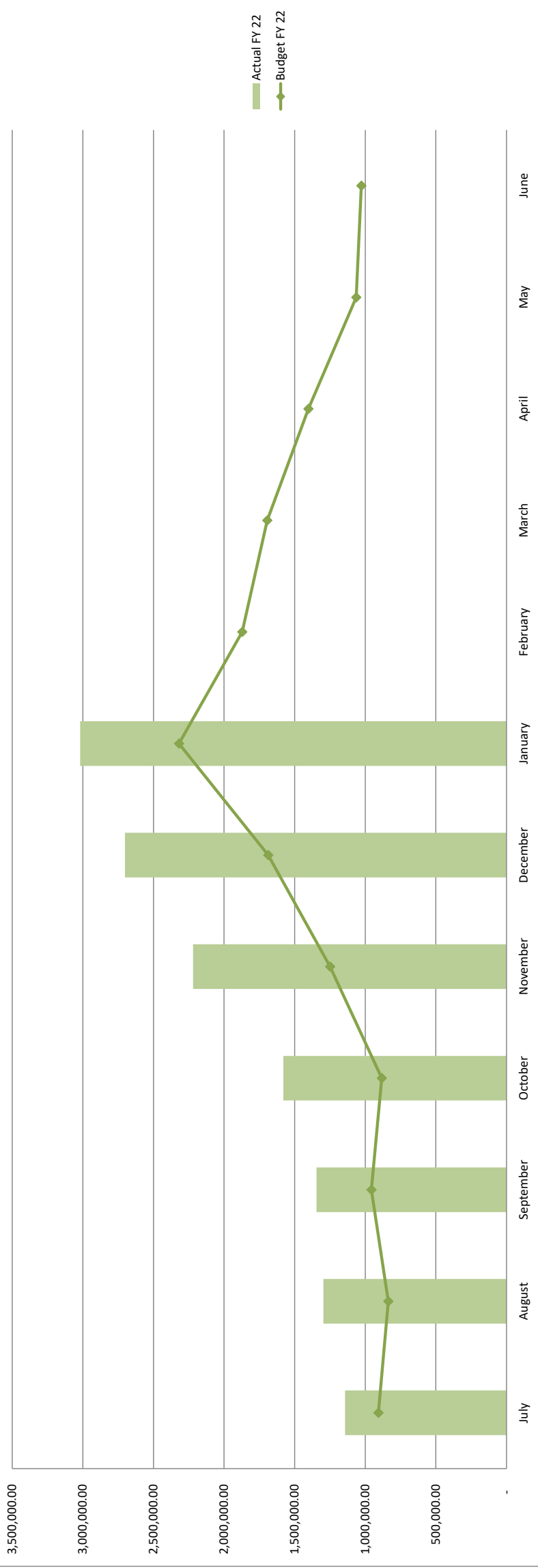


City of Shelby  
Gas Revenues Budget to Actual  
FY 2022

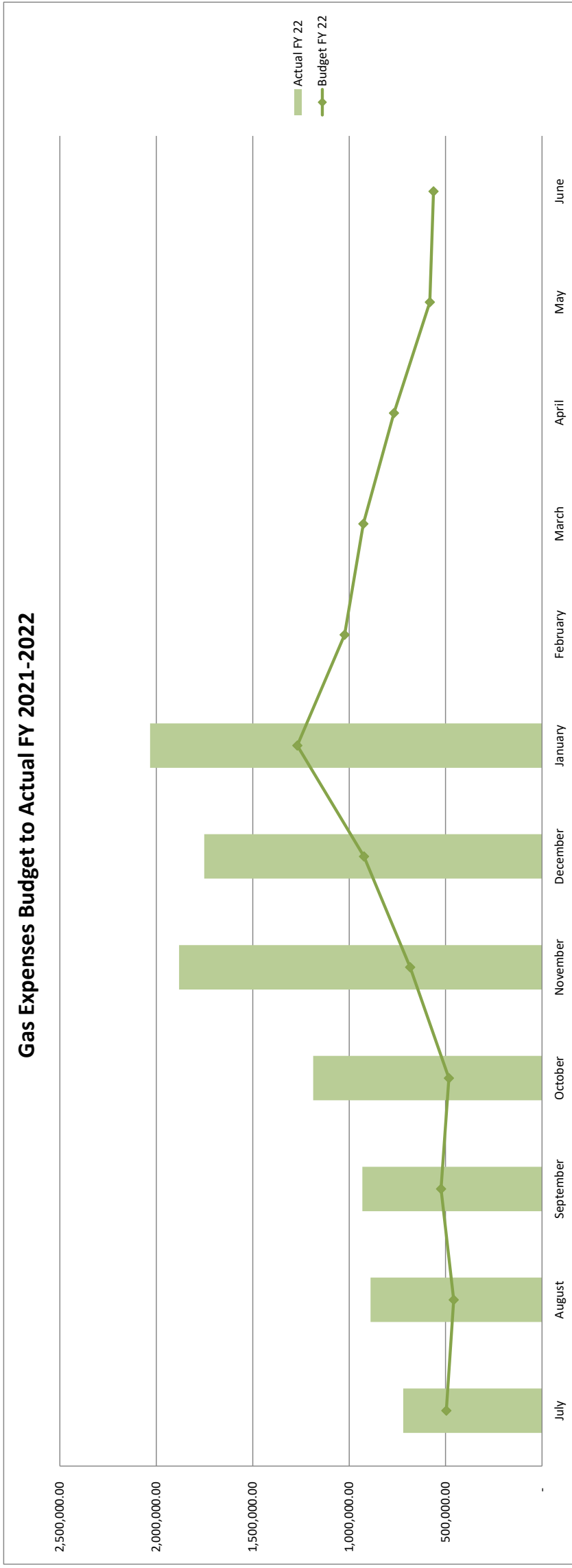
<b>Revenues Budget FY 22</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	122,595.58	119,268.48	121,306.17	129,799.55	246,011.66	586,018.72	791,708.03	637,787.28	504,139.51	367,667.88	184,345.28	140,512.60	3,951,160.73
Commercial	127,145.91	138,085.78	150,892.43	157,303.22	224,156.33	451,584.06	652,439.46	522,669.45	421,087.18	337,776.30	160,527.02	142,379.72	3,486,046.85
High Load Factor	21,204.40	17,255.87	13,195.68	10,537.51	44,416.21	49,695.69	51,938.49	56,935.06	50,251.61	53,598.68	50,480.09	50,460.41	469,969.71
Interruptibles	53,938.27	54,429.36	51,846.13	50,373.91	65,220.45	56,126.20	53,678.30	76,814.28	52,852.17	54,901.55	51,318.41	54,642.71	676,141.74
Special lnd Class	582,378.63	507,899.21	619,077.33	535,030.86	669,816.02	544,232.23	769,537.34	577,077.07	665,601.80	588,925.46	616,872.18	640,232.84	7,316,680.97
<b>Totals</b>	<b>907,262.79</b>	<b>836,938.70</b>	<b>956,317.74</b>	<b>883,045.05</b>	<b>1,249,620.66</b>	<b>1,687,656.91</b>	<b>2,319,301.61</b>	<b>1,871,283.13</b>	<b>1,693,932.27</b>	<b>1,402,869.87</b>	<b>1,063,542.98</b>	<b>1,028,228.29</b>	<b>15,900,000.00</b>
<b>Actual FY 22</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	126,424.43	121,787.88	125,541.02	149,464.40	394,056.64	728,265.43	755,393.66	-	-	-	-	-	2,400,933.46
Commercial	216,803.16	218,558.89	258,602.85	281,892.54	505,654.31	717,196.74	815,064.96	-	-	-	-	-	3,013,773.45
High Load Factor	45,862.44	53,682.87	67,506.54	65,253.37	83,735.97	88,483.26	109,697.66	-	-	-	-	-	514,222.11
Interruptibles	61,086.99	63,329.37	69,418.16	79,776.44	95,750.57	124,422.21	80,488.41	-	-	-	-	-	574,272.15
Special lnd Class	692,577.77	838,939.79	824,567.30	1,003,415.62	1,139,754.71	1,042,863.69	1,258,275.61	-	-	-	-	-	6,800,394.49
<b>Totals</b>	<b>1,142,754.79</b>	<b>1,296,298.80</b>	<b>1,345,635.87</b>	<b>1,579,802.37</b>	<b>2,218,952.20</b>	<b>2,701,231.33</b>	<b>3,018,920.30</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,303,595.66</b>
<b>Revenue Variance</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	3,828.85	2,519.40	4,234.85	19,664.85	148,044.98	142,246.71	(36,314.37)	(637,787.28)	(504,139.51)	(367,667.88)	(184,345.28)	(140,512.60)	(1,550,227.27)
Commercial	89,657.25	80,473.11	107,710.42	124,589.32	281,497.98	265,612.68	162,625.50	(522,669.45)	(421,087.18)	(337,776.30)	(160,527.02)	(142,379.72)	(472,273.40)
High Load Factor	24,658.04	36,427.00	54,310.86	54,715.86	39,319.76	38,787.57	57,759.17	(56,935.06)	(50,251.61)	(53,598.68)	(50,480.09)	(50,460.41)	44,252.40
Interruptibles	7,148.72	8,900.01	17,572.03	29,402.53	30,530.12	68,296.01	26,810.11	(76,814.28)	(52,852.17)	(54,901.55)	(51,318.41)	(54,642.71)	(101,869.59)
Special lnd Class	110,199.14	331,040.58	205,489.97	468,384.76	469,938.69	498,631.46	488,738.27	(577,077.07)	(665,601.80)	(588,925.46)	(616,872.18)	(640,232.84)	(516,286.48)
<b>Totals</b>	<b>235,492.00</b>	<b>459,360.10</b>	<b>389,318.13</b>	<b>696,757.32</b>	<b>969,331.54</b>	<b>1,013,574.42</b>	<b>699,618.69</b>	<b>(1,871,283.13)</b>	<b>(1,693,932.27)</b>	<b>(1,402,869.87)</b>	<b>(1,063,542.98)</b>	<b>(1,028,228.29)</b>	<b>(2,596,404.34)</b>



### Gas Revenues Budget to Actual FY 2021-2022

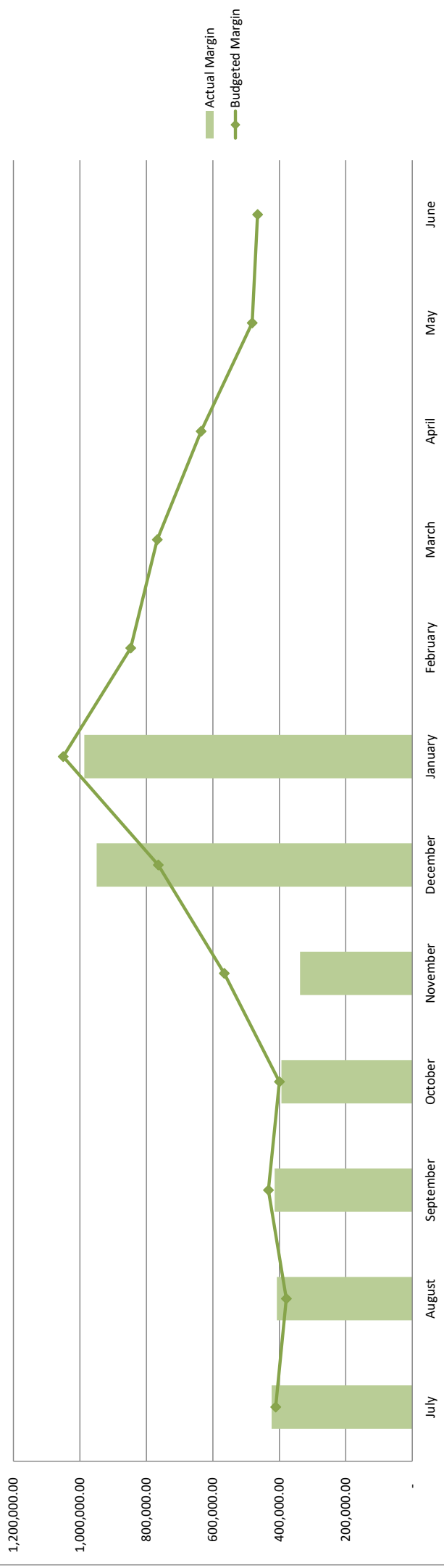


Expenses Budget FY 22	July	August	September	October	November	December	January	February	March	April	May	June	Totals
	496,426.81	457,947.59	523,268.20	483,175.60	683,754.70	923,434.91	1,269,051.83	1,023,909.64	926,868.60	767,608.04	581,938.61	562,615.48	8,700,000.00
<b>Actual FY 22</b>	719,330.94	888,896.75	931,759.06	1,186,326.46	1,881,425.12	1,751,637.31	2,032,272.17	-	-	-	-	-	9,391,647.81
<b>Expense Variance</b>	(222,904.13)	(430,949.16)	(408,490.86)	(703,150.86)	(1,197,670.42)	(828,202.40)	(763,220.34)	1,023,909.64	926,868.60	767,608.04	581,938.61	562,615.48	(691,647.81)



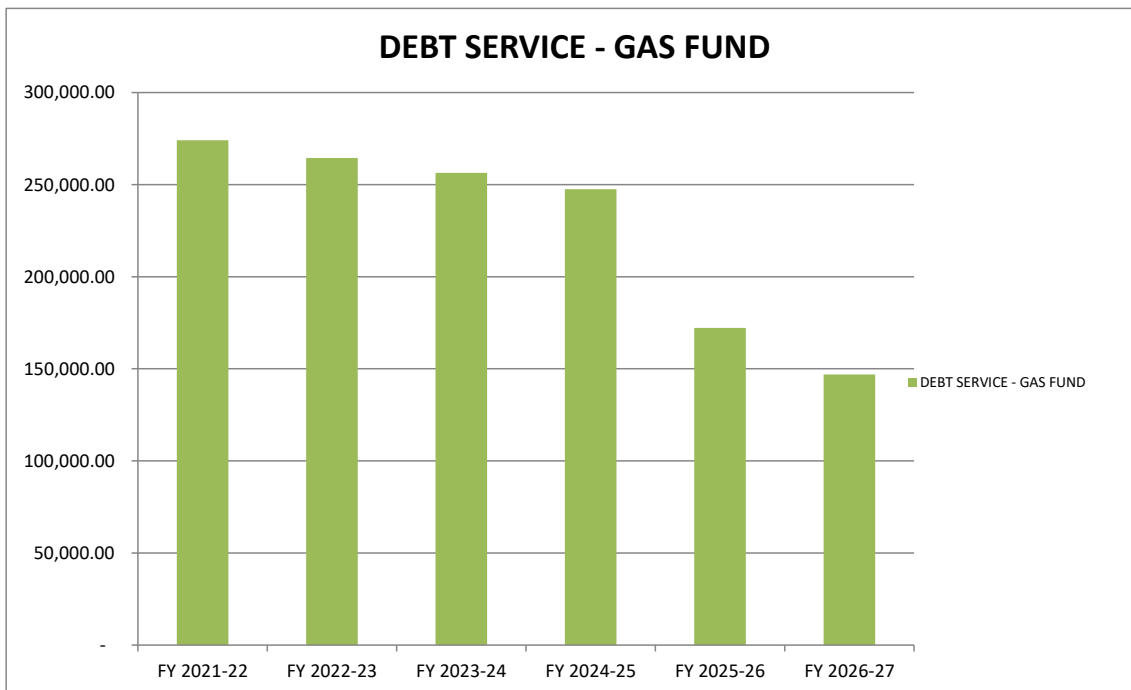
Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	907,262.79	836,938.70	956,317.74	883,045.05	1,249,620.66	1,687,656.91	2,319,301.61	1,871,283.13	1,693,932.27	1,402,869.87	1,063,542.98	1,028,228.29	15,900,000.00
Budgeted Expenses	496,426.81	457,947.59	523,268.20	483,175.60	683,754.70	923,434.91	1,269,051.83	1,023,909.64	926,868.60	767,608.04	581,938.61	562,615.48	8,700,000.00
Budgeted Margin	410,835.98	378,991.11	433,049.54	399,869.46	565,865.96	764,222.00	1,050,249.79	847,373.49	767,063.67	635,261.83	481,604.37	465,612.81	7,200,000.00
Actual Revenues	1,142,754.79	1,296,298.80	1,345,635.87	1,579,802.37	2,218,952.20	2,701,231.33	3,018,920.30	-	-	-	-	-	13,303,595.66
Actual Expenses	719,330.94	888,896.75	931,759.06	1,186,326.46	1,881,425.12	1,751,637.31	2,032,272.17	-	-	-	-	-	9,391,647.81
Actual Margin	423,423.85	407,402.05	413,876.81	393,475.91	337,527.08	949,594.02	986,648.13	-	-	-	-	-	3,911,947.85
Margin Variance	12,587.87	28,410.94	(19,172.73)	(6,393.55)	(228,338.88)	185,372.02	(63,601.66)	(847,373.49)	(767,063.67)	(635,261.83)	(481,604.37)	(465,612.81)	(3,288,052.15)

**Gas Margin Budget to Actual FY 2021-2022**



<b>DEBT SERVICE - GAS FUND</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
<b><u>Revenue Bonds</u></b>						
<b>Series 2013A Revenue Bonds Debt Retired In 2029</b>	87,777.24	88,073.18	87,742.75	87,928.99	88,052.55	87,549.74
<b>Series 2013C Revenue Bonds Debt Retired In 2028</b>	59,578.63	59,388.53	59,167.27	58,914.85	59,781.26	59,435.34
<b>Series 2010 Revenue Bonds Debt Retired In 2025</b>	61,073.28	59,999.82	58,883.96	57,722.44	-	-
<b><u>Installment Purchase Contracts</u></b>						
<b>FY 17 Installment Purchase Debt Retired In 2022</b>	8,761.25	-	-	-	-	-
<b>FY 18 Installment Purchase Debt Retired In 2023</b>	6,424.24	6,424.24	-	-	-	-
<b>FY 19 Installment Purchase Debt Retired In 2024</b>	7,621.62	7,621.62	7,621.62	-	-	-
<b>FY 20 Installment Purchase Debt Retired In 2025</b>	18,518.00	18,518.00	18,518.00	18,518.00	-	-
<b>FY 21 Installment Purchase Debt Retired In 2026</b>	24,392.50	24,392.50	24,392.50	24,392.50	24,392.50	-
<b>Total Debt Service - Gas Fund</b>	<u>274,146.76</u>	<u>264,417.89</u>	<u>256,326.09</u>	<u>247,476.77</u>	<u>172,226.30</u>	<u>146,985.07</u>

Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.



City of Shelby  
 For 2022 07 (58.34% of the Fiscal Year)  
 Utility Funds Expenditures by Department

	ORIGINAL APPROP	TRANFRS ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WATER ADMINISTRATION	3,242,898.00	404,515.00	3,647,413.00	1,478,296.76	5,514.85	2,163,601.24	40.7 %
TOTAL WATER LINES OPERATIONS	843,190.00	49,669.00	892,859.00	398,643.25	53,073.24	441,142.31	50.6 %
TOTAL WATER PLANT OPERATIONS	1,953,083.00	76,025.00	2,029,108.00	1,014,648.77	199,763.66	814,695.57	59.8 %
<b>TOTAL WATER</b>	<b>6,039,171.00</b>	<b>530,209.00</b>	<b>6,569,380.00</b>	<b>2,891,588.78</b>	<b>258,351.75</b>	<b>3,419,439.12</b>	<b>47.9 %</b>
TOTAL SEWER ADMINISTRATION	3,024,004.00	573,578.00	3,597,582.00	711,282.71	5,514.85	2,880,784.29	19.9 %
TOTAL SEWER LINES OPERATIONS	1,008,340.00	151,621.00	1,159,961.00	678,035.37	14,485.82	467,439.41	59.7 %
TOTAL SEWER PLANT OPERATIONS	2,366,300.00	50,730.00	2,417,030.00	1,217,031.19	256,735.83	943,262.87	61.0 %
<b>TOTAL SEWER</b>	<b>6,398,644.00</b>	<b>775,929.00</b>	<b>7,174,573.00</b>	<b>2,606,349.27</b>	<b>276,736.50</b>	<b>4,291,486.57</b>	<b>40.2 %</b>
TOTAL ELECTRIC ADMINISTRATION	2,560,638.00	5,665,067.00	8,225,705.00	1,393,950.98	12,119.85	6,819,634.52	17.1 %
TOTAL ELECTRIC PURCHASE	16,220,000.00	0.00	16,220,000.00	7,973,180.44	0.00	8,246,819.56	49.2 %
TOTAL ELECTRIC LINES	3,258,817.00	104,985.00	3,363,802.00	1,384,147.94	743,580.21	1,236,073.95	63.3 %
<b>TOTAL ELECTRIC</b>	<b>22,039,455.00</b>	<b>5,770,052.00</b>	<b>27,809,507.00</b>	<b>10,751,279.36</b>	<b>755,700.06</b>	<b>16,302,528.03</b>	<b>41.4 %</b>
TOTAL NATURAL GAS ADMINISTRATION	4,541,910.00	586,835.00	5,128,745.00	2,837,723.92	4,014.85	2,287,006.08	55.4 %
TOTAL NATURAL GAS PURCHASE	9,370,000.00	0.00	9,370,000.00	7,745,947.39	0.00	1,624,052.61	82.7 %
TOTAL NATURAL GAS LINES	2,213,690.00	368,265.00	2,581,955.00	890,967.33	479,690.79	1,211,297.13	53.1 %
<b>TOTAL NATURAL GAS</b>	<b>16,125,600.00</b>	<b>955,100.00</b>	<b>17,080,700.00</b>	<b>11,474,638.64</b>	<b>483,705.64</b>	<b>5,122,355.82</b>	<b>70.0 %</b>

City of Shelby  
Weather Variances  
Fiscal Year to Date at January 31, 2022

Month	Average Rain*	Actual Rain	Variance	Average CDD**	Actual CDD	Variance	Average HDD**	Actual HDD	Variance
July	4.30	8.30	4.00	388	460	72	0	0	0
August	4.40	3.60	(0.80)	563	474	-89	0	0	0
September	3.80	1.50	(2.30)	256	203	-53	5	8	3
October	3.80	2.80	(1.00)	109	105	-4	129	100	-29
November	3.40	0.90	(2.50)	0	5	5	460	491	31
December	4.00	2.80	(1.20)	1	0	-1	564	394	-170
January	3.90	4.70	0.80	0	0	0	810	798	-12
February	3.90	0.00	(3.90)	0	0	0	586	0	-586
March	4.70	0.00	(4.70)	24	0	-24	464	0	-464
April	3.30	0.00	(3.30)	23	0	-23	223	0	-223
May	4.40	0.00	(4.40)	116	0	-116	51	0	-51
June	4.30	0.00	(4.30)	337	0	-337	0	0	0
<b>Totals</b>	<b>48.20</b>	<b>24.60</b>	<b>(23.60)</b>	<b>1,817</b>	<b>1,247</b>	<b>(570)</b>	<b>3,292</b>	<b>1,791</b>	<b>(1,501)</b>

Heating Degree Days: This is a value which gives an indication of the need to heat a building in a given climate. The number of heating degrees in a day is defined as the difference between a reference value of 65°F and the average outside temperature for that day.

Cooling Degree Days: This is a value which gives an indication of the need to cool a building in a given climate. The number of cooling degrees in a day is defined as the difference between a reference value of 65°F and the average outside temperature for that day.

\* Source [www.weather.com](http://www.weather.com)

\*\* Source [www.climate.fizber.com](http://www.climate.fizber.com)

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

**D. Unfinished Business**

**Agenda Item: D-1**

- 1) Resolution Awarding the Contract for the City of Shelby Transportation Asset Management Plan Phase 1 Resurfacing Project: Resolution No. 20-2022

**Consent Agenda Item: (Rick Howell, City Manager and Ben Yarboro, Assistant City Manager of Utilities)**

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- Memorandum dated March 3, 2022 from Ben Yarboro, Assistant City Manager of Utilities to Rick Howell, City Manager and Justin Merritt, Assistant City Manager
- Scope of Work and Maps of Phase 1 Resurfacing
- Resolution No. 20-2022

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City Manager's Recommendation / Comments

Resolution No. 20-2022 is presented for consideration at this time. Adoption of this resolution would award the bid and contract for this first phase of street resurfacing being paid for with funding from the voter approved 2021 Bond proceeds. The list submitted by Mr. Yarboro is based upon staff review and in accordance with 2021 Transportation Asset Management Plan (TAMP) by city staff and Withers and Ravenel engineering. The original pavement condition study was conducted in 2013, updated in 2021 and later incorporated as part of the Transportation Asset Management Plan. This plan was adopted by Council at your February 21<sup>st</sup> regular meeting. It provides an objective decision-making basis and contains an analysis and prioritization of city streets in need of repair and resurfacing. This in addition to consideration of maintenance costs and observations by the City engineer regarding safety assist with the development of these recommendations. It further acts as a guide in identifying deficiencies in the system and provide estimates as to future cost of needed improvements.

As I have noted on many occasions the City's street maintenance program is funded only partially by Powell Bill revenue that is generated by a portion of the state gas tax and distributed to qualifying cities and towns based upon total eligible street mileage and population. Of the 121 miles of city streets we were only able to resurface an average of 3.2 miles each year. We will continue to use our annual funding for the 3.2 miles and the 17.8 miles of planned resurfacing will be in addition to the 3.2 miles.

I want to commend Ben Yarboro, Justin Merritt, Beth Beam and many others for their hard work in bringing this first phase of the bond funded resurfacing program to fruition. This program will make a noticeable difference in the overall condition of city streets and I'm certain the many affected residents will appreciate the work being done.

**It is recommended that Resolution No. 20-2022 be adopted and approved at this time.**

## *Memorandum*

**To:** Rick Howell, City Manager  
Justin Merritt, Assistant City Manager

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

**RE:** Transportation Asset Management Plan Phase I Resurfacing –  
Contract Award Recommendation

**Date:** March 3, 2022

### **Background**

On December 7, 2020, the Shelby City Council approved Resolution 59-2020 authorizing the selection of Withers Ravenel to perform the professional services related to the Transportation Asset Management Plan (TAMP) update. Following this approval by City Council, City staff worked with Withers Ravenel to develop the following:

- Pavement Condition Survey
- Culvert Condition Survey
- Capital Improvement Plan
- Program Financing Modeling
- Asset Management Plan

On February 21, 2022, Council approved resolution 18-2022 to adopt the 2021 Shelby Transportation Asset Management Plan for Shelby, North Carolina. City staff utilized the 2021 Shelby TAMP and the associated Pavement Condition Survey to determine project prioritization based on the objective criteria found in the survey.

These prioritizations were then coordinated with upcoming projects and system maintenance needs of the City's water, sewer, natural gas, electric and stormwater utilities. Each City utility independently reviewed each street segment included in the proposed resurfacing project. Streets with extensive utility needs were delayed to allow for the utility work to be completed and will be included in a later phase of resurfacing. This extensive coordination has been completed in an effort to avoid foreseeable utility construction disturbing the asphalt of recently resurfaced streets.



Each year staff from the City Engineering Department develops the annual Street Resurfacing Program. The purpose of this project is to resurface a portion of our street system that needs repair or maintenance to provide for safe and smooth travel. With the approval of the General Obligation Street and Sidewalk Improvement Bond, City staff developed a street resurfacing list that significantly increased the amount of resurfacing compared to the scope of annual project that has been historically completed.

City staff evaluates all 125.50 miles of city-maintained streets based on field observations, inspection data from the 2021 Withers Ravenel Street Condition Survey, and the Shelby Strategic Growth Plan that was adopted by City Council. Policy 1.6 of the Strategic Growth Plan reads: “City streets shall be repaved in accordance with objective criteria that may include but not be limited to: condition of pavement, traffic volume carried, number of years since last paved, etc.”

Based on the aforementioned criteria and a project cost estimate, staff identified 17.80 miles of our City maintained street system for resurfacing. The scope of work will include milling the existing asphalt as required to reclaim curb and guttering and overlaying with a minimum of 1.5 inches of asphalt. As a reference, in recent years the City has been averaging resurfacing approximately 3.2 miles, so the proposed 17.80 miles is a large increase in project scope.

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

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

### **Transportation Asset Management Plan Phase I Resurfacing List**

<b>STREET</b>	<b>BEG DESC</b>	<b>END DESC</b>
<b>HENDRICK RD</b>	W GROVER ST	END
<b>CORA ST</b>	SUMTER ST	END MAINT
<b>FELTER ST</b>	LAFAYETTE ST	MORGAN ST
<b>N MORGAN ST</b>	STEEPLE ST	FELTER ST
<b>N MORGAN ST</b>	FELTER ST	SCOTTSDALE DR
<b>N MORGAN ST</b>	BEST ST	STEEPLE ST
<b>STEEPLE ST</b>	N LAFAYETTE ST	N MORGAN ST
<b>N MORGAN ST</b>	GROVER ST	BEST ST
<b>SCOTTSDALE DR</b>	LAFAYETTE ST	MORGAN ST
<b>GLENDALE ST</b>	GROVER ST	HAUSE ST
<b>HAUSE ST</b>	DEAD END	GLENDALE ST
<b>ATLANTIC AVE</b>	DEAD END	WEBB DR
<b>ATLANTIC AVE</b>	SPANN ST	FREDERICK ST
<b>ATLANTIC AVE</b>	WEBB DR	SPANN ST
<b>HOBBS AVE</b>	WEBB DR	PIEDMONT AV
<b>NORTHSIDE DR</b>	BEG MAINT	PIEDMONT AVE
<b>PIEDMONT AVE</b>	WEBB DR	HOBBS AV
<b>PIEDMONT AVE</b>	NORTHSIDE DR	WEBB DR
<b>PIEDMONT AVE</b>	HOBBS AV	FREDERICK ST
<b>WEBB DR</b>	HOBBS AV	PIEDMONT AV
<b>WEBB DR</b>	ATLANTIC AV	HOBBS AV
<b>KIRBY ST</b>	HAMPTON ST	CUL DE SAC
<b>ELMWOOD DR</b>	SHAMROCK RD	DEAD END
<b>ELMWOOD DR</b>	ELM ST	SHAMROCK RD

<b>STREET</b>	<b>BEG DESC</b>	<b>END DESC</b>
SHAMROCK RD	ELMWOOD DR	CHARLES RD
GIDNEY ST	DEERFIELD DR	KENWOOD DR
GIDNEY ST	DEKALB ST	DEERFIELD DR
GIDNEY ST	VERMONT AV	KINGS RD
GIDNEY ST	TRYON ST	VERMONT AV
GIDNEY ST	PAMELA DR	MCGOWAN RD
GIDNEY ST	PERRY ST	MCGOWAN RD
GIDNEY ST	PAMELA DR	TRYON ST
GIDNEY ST	KENWOOD DR	PERRY ST
KINGS CIR	KINGS RD	KINGS RD
MCGOWAN RD	GIDNEY ST	PAMELA ST
PAMELA DR	MCGOWAN RD	GIDNEY ST
TRYON ST	KINGS RD	GIDNEY ST
VERMONT AVE	GIDNEY ST	VERMONT AV
BROOKSIDE DR	ROCKY BROOK DR	GRICE ST
BROOKSIDE DR	CIRCLE DR	ROCKY BROOK DR
E CIRCLE DR	WAYLEN DR	BROOKSIDE DR
E CIRCLE DR	BROOKSIDE DR	GRICE ST
GRICE ST	CIRCLE DR	CIRCLE DR
GRICE ST	CIRCLE DR	BROOKSIDE DR
GRICE ST	DEKALB ST	CIRCLE DR
GRICE ST	BROOKSIDE DR	DEAD END
ROCKY BROOK DR	WAYLEN DR	BROOKSIDE DR
W CIRCLE DR	GRICE ST	WAYLEN DR
WAYLEN DR	CIRCLE DR	ROCKY BROOK DR
WAYLEN DR	ROCKY BROOK DR	CUL DE SAC
GROVE ST	BEG MAINT	DIXON FRONTAGE
MARTIN ST	WALL ST	DEAD END
CALVARY ST	GARDNER ST	LIGON ST
CALVARY ST	LIGON ST	ELM ST
CALVARY ST	ELM ST	ROYSTER AV
EASTVIEW ST	ROYSTER AVE	W DIXON BLVD
HAMPTON ST	ROYSTER AV	WESTVIEW ST
HAMPTON ST	WESTVIEW ST	W DIXON BLVD
HAMRICK ST	ROYSTER AVE	W DIXON BLVD
ROYSTER AVE	LIVE OAK ST	MCBRAYER ST
ROYSTER AVE	MORGAN ST	LIVE OAK ST
ROYSTER AVE	HAMRICK ST	EASTVIEW ST
ROYSTER AVE	SMITH ST	HAMRICK ST
ROYSTER AVE	LEGRAND ST	SMITH ST
ROYSTER AVE	MCBRAYER ST	LEGRAND ST
ROYSTER AVE	CALVARY ST	HAMPTON ST
ROYSTER AVE	EASTVIEW ST	CALVARY ST
BLANTON ST	FRANKLIN AV	WOODSIDE DR
BLANTON ST	GOLD ST	FRANKLIN AV
BLANTON ST	JOSE ST	MARTIN ST
BLANTON ST	MARTIN ST	CLEGG ST
BLANTON ST	MCBRAYER ST	JOSE ST
BLANTON ST	MORGAN ST	MCBRAYER ST
BLANTON ST	THOMPSON ST	WHISNANT ST
BLANTON ST	TRACY ST	THOMPSON ST
BLANTON ST	WHISNANT ST	GOLD ST
BLANTON ST	WOODSIDE DR	LEANDER ST
BLANTON ST	CLEGG ST	TRACY ST
JOSE ST	BLANTON ST	GARDNER ST
LEANDER ST	W DIXON BLVD	BLANTON ST
AUSTELL ST	LIVE OAK ST	DEAD END
CLINE ST	OAKWOOD DR	SUTTLE ST
CLINE ST	MARION ST	OAKWOOD DR
OAKWOOD DR	CLINE ST	DEAD END
QUEENS CIR	FOREST HILL DR	POSTON ST
S POSTON ST	MARION ST	IRVIN ST
S POSTON ST	QUEENS CIR	FOREST HILL DR
S POSTON ST	IRVIN ST	QUEENS CIR

<b>STREET</b>	<b>BEG DESC</b>	<b>END DESC</b>
ARDEN DR	WOODLAWN AV	CUL DE SAC
COUNTRY CLUB ACRES	FAIRWAY DR	COUNTRY CLUB CT
COUNTRY CLUB ACRES	COUNTRY CLUB CT	CUL DE SAC
COUNTRY CLUB CT	CUL DE SAC	COUNTRY CLUB AC
FAIRWAY DR	WESTFIELD RD	COUNTRY CLUB AC
BRYSON RD	CALDWELL CIR	CUMBERLAND DR
CALDWELL CIR	BRYSON RD	CUMBERLAND DR
CASTLEWOOD DR	HUNTER VALLEY R	CUMBERLAND DR
CASTLEWOOD DR	CUMBERLAND DR	DEAD END
CUMBERLAND DR	BRYSON RD	HUNTER VALLEY
CUMBERLAND DR	CALDWELL CIR	BRYSON RD
CUMBERLAND DR	ROLLINGWOOD DR	CALDWELL CIR
CUMBERLAND DR	FAIRFAX CIR	ROLLINGWOOD DR
CUMBERLAND DR	KELLY CIR	FAIRFAX CIR
CUMBERLAND DR	CASTLEWOOD DR	KELLY CIR
FAIRFAX CIR	CUMBERLAND DR	CUL DE SAC
HUNTER VALLEY RD	ROLLINGWOOD DR	CUMBERLAND DR
HUNTER VALLEY RD	CUMBERLAND DR	DEAD END
HUNTER VALLEY RD	CASTLEWOOD DR	ROLLINGWOOD DR
KELLY CIR	CUL DE SAC	CUMBERLAND DR
ROLLINGWOOD DR	HUNTER VALLEY R	CUMBERLAND DR
ROLLINGWOOD DR	CUMBERLAND DR	CHERRYVILLE RD
BEAM DR	QUINN ST	CARVER ST
BEAM DR	CARVER ST	END PVMT
CARVER ST	LINCOLN DR	SOUTH ST
CARVER ST	SOUTH ST	EAVES RD
CARVER ST	BEAM DR	LINCOLN DR
HARDY ST	LINCOLN DR	SOUTH ST
HARDY ST	SOUTH ST	EAVES RD
LINCOLN DR	LINCOLN DR	SOUTH ST
LINCOLN DR	SOUTH ST	EAVES RD
LINCOLN DR	CARVER ST	HARDY ST
LINCOLN DR	QUINN ST	EAVES RD
LINCOLN DR	HARDY ST	QUINN ST
LINCOLN DR	LINCOLN ST	CARVER ST
QUINN ST	LINCOLN DR	EAVES RD
QUINN ST	BEAM DR	LINCOLN DR
SOUTH ST	CARVER ST	HARDY ST
SOUTH ST	LINCOLN DR	CARVER ST
HOLDER DR	PUTNAM ST	MORRISON ST
HOLDER DR	RAMBLEWOOD DR	CUL DE SAC
HOLDER DR	MORRISON ST	RAMBLEWOOD DR
MORRISON ST	OLSEN DR	DEAD END
MORRISON ST	HOLDER DR	OLSEN DR
MORRISON ST	WILMOUTH ST	HOLDER DR
MORRISON ST	SILVER ST	WILMOUTH ST
MORRISON ST	DODD ST	SILVER ST
OLSEN DR	RAMBLEWOOD DR	MORRISON ST
PUTNAM ST	WILMOUTH ST	HOLDERS
PUTNAM ST	SILVER ST	WILMOUTH ST
PUTNAM ST	DODD ST	SILVER ST
RAMBLEWOOD DR	OLSEN DR	HOLDER DR
SHANNONHOUSE ST	SILVER ST	WILMOUTH ST
SHANNONHOUSE ST	DODD ST	SILVER ST
SILVER ST	PUTNAM ST	SHANNONHOUSE ST
SILVER ST	SHANNONHOUSE ST	MORRISON ST
WILMOUTH ST	PUTNAM ST	SHANNONHOUSE ST
WILMOUTH ST	SHANNONHOUSE ST	MORRISON ST
WILMOUTH ST	BROAD ST	PUTNAM ST
COMBS ST	MORTON ST	SOUTH FORK DR
GREER ST	MORTON ST	SOUTH FORK DR
SOUTH FORK DR	CUL DE SAC	GREER ST
SOUTH FORK DR	GREER ST	COMBS ST
SOUTH FORK DR	COMBS ST	CUL DE SAC

<b>STREET</b>	<b>BEG DESC</b>	<b>END DESC</b>
COURTLAND DR	SUFFOLK DR	CUL DE SAC
DOWNING ST	MARKANDA PL	SUFFOLK DR
DOWNING ST	CHARLES RD	MARKANDA PL
MARKANDA PL	DOWNING ST	CIRCLE
SUFFOLK DR	DOWNING ST	CITY LIMIT
SUFFOLK DR	COURTLAND DR	DOWNING ST
SUFFOLK DR	COLLEGE AV	COURTLAND DR
BLYTHE RD	CUL DE SAC	WOODHILL DR
BUFORD ST	STARLIGHT DR	DONNA DR
BUFORD ST	DONNA DR	WESTWOOD DR
DONNA DR	BUFORD ST	MAYNARD ST
DONNA DR	MAYNARD ST	CUL DE SAC
MAYNARD ST	STARLIGHT DR	DONNA DR
MAYO ST	STARLIGHT DR	CUL DE SAC
MAYO ST	DELLINGER RD	STARLIGHT DR
N WOODHILL DR	CUL DE SAC	BLYTHE RD
N WOODHILL DR	BLYTHE RD	DELLINGER RD
STARLIGHT DR	MAYNARD ST	MAYO ST
STARLIGHT DR	BUFORD ST	MAYNARD ST
STARLIGHT DR	DELLINGER RD	BUFORD ST
WESTWOOD DR	BUFORD ST	CHARLES RD
WOODHILL DR	DELLINGER RD	STARLIGHT DR
ALLEN ST	KINGS ROAD EXT	DUKE CIR
ALLEN ST	DUKE CIR	DIXON FRONTAGE
WASTEWATER DR	S LAFAYETTE ST	END MAINT

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

### Review

Staff advertised the Transportation Asset Management Plan Phase I Resurfacing project in the Shelby Star and city website and bid packages were provided to seven prospective bidders on January 18, 2022. At the bid opening on February 17, 2022, two completed bids and one “No Bid” letters were received. Due to this being a formal bid opening, 3 responsive, responsible bids were required. In compliance with NC General Statutes, after only receiving 2 responsive, responsible bids at the first bid opening, City Staff readvertised and scheduled a second bid opening on March 3, 2022. At this public bid opening, one responsive, responsible bid was received. The bid tabulation for this bid is attached to this memorandum and depicts the lump sum bid and the unit prices that was received. The lowest responsive bidder was Asphalt Paving of Shelby, Inc. from Shelby, NC. The low bid by Asphalt Paving of Shelby, Inc. was a lump sum bid for the scope of work in the amount of \$2,924,500.00. Wither Ravenel original estimate for this project was \$3,455,600. so the lowest bid received is 15.36% below the project cost estimate.

Company Name	Submitted Bid
<b>Asphalt Paving of Shelby</b>	<b>\$2,924,500.00</b>

## **Recommendation**

City Staff recommends that the Shelby City Council approve the resolution awarding the bid for the Transportation Asset Management Plan Phase I Resurfacing Project to the lowest responsive, responsible bidder, Asphalt Paving of Shelby, Inc., for the bid price of \$2,924,500.00. Following approval by the Shelby City Council and the North Carolina Local Government Commission, the contractor will be issued a written Notice to Proceed. If approved, this construction project is anticipated to begin in July 2022 and be completed with 180 calendar days (December 2022 weather permitting). Funding for this construction contract is available via the approved General Obligation Street and Sidewalk Improvement Bond, Powell Bill funding and Stormwater Utility funding.

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

### Attachments:

- Scope of Work
- Street Resurfacing Maps
- Bid Tabulation

**TRANSPORTATION ASSET MANAGEMENT PLAN  
RESURFACING - PHASE 1 (SCOPE OF WORK)**

MAP	STREET	BEG DESC	END DESC	STREET LENGTH (FEET)	STREET WIDTH (FEET)	SY MILLING (Entire width)	1.5" Overlay (SY)	2" Overlay (SY)	BST (SY)	Full Depth (SY)	4" DOUBLE YELLOW STRIPING (LF)	4" WHITE LINES (LF)	24" STOP BARS (LF)	8" CROSSWALK (LF)	ARROWS
A	HENDRICK RD	W GROVER ST	END	600	16	0	0	1067	0	0	0	0	0	0	0
A	CORA ST	SUMNER ST	END MAINT	346	18	692	692	0	692	277	0	0	0	0	0
A	FELTER ST	LAFAYETTE ST	MORGAN ST	498	30	1660	1660	0	0	0	0	0	30	0	0
A	N MORGAN ST	STEEPLE ST	FELTER ST	272	26	785	0	785	0	79	0	0	0	0	0
A	N MORGAN ST	FELTER ST	SCOTTSDALE DR	645	26	1864	0	1864	1864	0	0	0	0	0	0
A	N MORGAN ST	BEST ST	STEEPLE ST	707	30	2358	0	2358	2358	236	0	0	0	0	0
A	STEEPLE ST	N LAFAYETTE ST	N MORGAN ST	503	16	895	895	0	0	0	0	0	16	0	0
A	N MORGAN ST	GROVER ST	BEST ST	418	30	1392	0	1392	0	139	0	0	15	60	0
A	SCOTTSDALE DR	LAFAYETTE ST	MORGAN ST	638	26	1844	1844	0	0	0	0	0	13	0	0
B	GLENDALE ST	GROVER ST	HAUSE ST	242	16	0	430	0	0	0	0	0	8	0	0
B	HAUSE ST	DEAD END	GLENDALE ST	381	16	0	677	677	677	135	0	0	0	0	0
B	ATLANTIC AVE	DEAD END	WEBB DR	134	24	358	358	0	0	0	0	0	0	0	0
B	ATLANTIC AVE	SPANN ST	FREDERICK ST	458	29	1476	1476	0	0	0	0	0	14.5	0	0
B	ATLANTIC AVE	WEBB DR	SPANN ST	538	27	1615	1615	0	0	0	0	0	0	0	0
B	HOBBS AVE	WEBB DR	PIEDMONT AV	718	25	1994	1994	0	0	0	0	0	0	0	0
B	NORTHSIDE DR	BEG MAINT	PIEDMONT AVE	370	24	986	0	986	986	0	0	0	0	0	0
B	PIEDMONT AVE	WEBB DR	HOBBS AV	628	24	1675	0	1675	0	168	0	0	0	0	0
B	PIEDMONT AVE	NORTHSIDE DR	WEBB DR	199	25	552	0	552	0	55	0	0	0	0	0
B	PIEDMONT AVE	HOBBS AV	FREDERICK ST	545	29	1758	1758	0	1758	176	0	0	14.5	0	0
B	WEBB DR	HOBBS AV	PIEDMONT AV	492	28	1529	1529	0	0	0	0	0	0	0	0
B	WEBB DR	ATLANTIC AV	HOBBS AV	308	28	959	959	0	0	0	0	0	0	0	0
C	KIRBY ST	HAMPTON ST	CUL DE SAC	286	29	922	0	922	922	92	0	0	0	0	0
C	ELMWOOD DR	SHAMROCK RD	DEAD END	298	29	960	0	960	960	0	0	0	0	0	0
C	ELMWOOD DR	ELM ST	SHAMROCK RD	1130	29	3643	0	3643	0	0	0	0	14.5	0	0
C	SHAMROCK RD	ELMWOOD DR	CHARLES RD	944	31	3251	3251	0	0	0	0	0	15.5	0	0
D	GIDNEY ST	DEERFIELD DR	KENWOOD DR	2239	25	6220	6220	0	0	756	2239	0	0	0	0
D	GIDNEY ST	DEKALB ST	DEERFIELD DR	562	25	1561	1561	0	0	23	562	40	25	50	3
D	GIDNEY ST	VERMONT AV	KINGS RD	424	18	0	0	849	849	85	0	0	9	0	0
D	GIDNEY ST	TRYON ST	VERMONT AV	489	24	0	0	1304	1304	0	0	0	0	0	0
D	GIDNEY ST	PAMELA DR	MCGOWAN RD	518	36	2071	2071	0	0	0	0	0	18	0	0
D	GIDNEY ST	PERRY ST	MCGOWAN RD	1193	25	3314	3314	0	0	0	1193	0	12.5	0	0
D	GIDNEY ST	PAMELA DR	TRYON ST	183	36	732	732	0	0	0	0	0	0	0	0
D	GIDNEY ST	KENWOOD DR	PERRY ST	398	24	1061	1061	0	0	0	398	0	0	0	0
D	KINGS CIR	KINGS RD	KINGS RD	1569	19	0	3312	0	0	331	0	0	19	0	0
D	MCGOWAN RD	GIDNEY ST	PAMELA ST	410	32	1456	1456	0	0	0	0	0	0	0	0
D	PAMELA DR	MCGOWAN RD	GIDNEY ST	860	29	2772	2772	0	0	0	0	0	0	0	0
D	TRYON ST	KINGS RD	GIDNEY ST	745	30	2484	2484	0	0	0	0	0	15	0	0

MAP	STREET	BEG DESC	END DESC	STREET LENGTH (FEET)	STREET WIDTH (FEET)	SY MILLING (Entire width)	1.5" Overlay (SY)	2" Overlay (SY)	BST (SY)	Full Depth (SY)	4" DOUBLE YELLOW STRIPING (LF)	4" WHITE LINES (LF)	24" STOP BARS (LF)	8" CROSSWALK (LF)	ARROWS
D	VERMONT AVE	GIDNEY ST	VERMONT AV	439	16	0	781	0	0	0	0	0	0	0	0
D	BROOKSIDE DR	ROCKY BROOK DR	GRICE ST	365	24	972	972	0	0	97	0	0	0	0	0
D	BROOKSIDE DR	CIRCLE DR	ROCKY BROOK DR	341	24	908	908	0	0	0	0	0	0	0	0
D	E CIRCLE DR	WAYLEN DR	BROOKSIDE DR	298	24	795	0	795	0	0	0	0	0	0	0
D	E CIRCLE DR	BROOKSIDE DR	GRICE ST	438	24	1167	1167	0	0	0	0	0	0	0	0
D	GRICE ST	CIRCLE DR	CIRCLE DR	292	29	942	942	0	0	0	0	0	0	0	0
D	GRICE ST	CIRCLE DR	BROOKSIDE DR	569	29	1833	0	1833	0	183	0	0	0	0	0
D	GRICE ST	DEKALB ST	CIRCLE DR	799	23	2043	0	2043	2043	0	0	0	11.5	0	0
D	GRICE ST	BROOKSIDE DR	DEAD END	292	29	942	942	0	0	0	0	0	0	0	0
D	ROCKY BROOK DR	WAYLEN DR	BROOKSIDE DR	609	23	1557	1557	0	0	0	0	0	0	0	0
D	W CIRCLE DR	GRICE ST	WAYLEN DR	855	27	2565	2565	0	0	0	0	0	0	0	0
D	WAYLEN DR	CIRCLE DR	ROCKY BROOK DR	291	20	648	0	648	0	0	0	0	0	0	0
D	WAYLEN DR	ROCKY BROOK DR	CUL-DE-SAC	78	23	199	199	0	0	0	0	0	0	0	0
D	GROVE ST	BEG MAINT	DIXON FRONTAGE	832	25	2311	2311	0	2311	231	0	0	12.5	0	0
E	MARTIN ST	WALL ST	DEAD END	81	12	0	0	109	109	33	0	0	0	0	0
E	CALVARY ST	GARDNER ST	LIGON ST	342	21	798	798	0	0	0	0	0	0	0	0
E	CALVARY ST	LIGON ST	ELM ST	424	21	988	988	0	0	99	0	0	10.5	0	0
E	CALVARY ST	ELM ST	ROYSTER AV	442	25	1227	1227	0	0	123	0	0	12.5	0	0
E	EASTVIEW ST	ROYSTER AVE	W DIXON BLVD	494	34	0	1866	0	0	0	0	0	17	0	0
E	HAMPTON ST	ROYSTER AV	WESTVIEW ST	158	30	528	0	528	0	0	0	0	0	0	0
E	HAMPTON ST	WESTVIEW ST	W DIXON BLVD	365	30	1217	1217	0	0	0	0	0	15	0	0
E	HAMRICK ST	ROYSTER AVE	W DIXON BLVD	544	36	2174	0	2174	0	217	100	70	18	0	3
E	ROYSTER AVE	LIVE OAK ST	MCBRAVER ST	330	30	1099	1099	0	0	0	0	0	0	0	0
E	ROYSTER AVE	MORGAN ST	LIVE OAK ST	331	30	1105	1105	0	1105	0	0	0	15	0	0
E	ROYSTER AVE	HAMRICK ST	EASTVIEW ST	412	30	1375	0	1375	1375	275	0	0	15	0	0
E	ROYSTER AVE	SMITH ST	HAMRICK ST	744	30	2480	2480	0	0	0	0	0	15	0	0
E	ROYSTER AVE	LEGRAND ST	SMITH ST	237	30	791	791	0	0	0	0	0	0	0	0
E	ROYSTER AVE	MCBRAVER ST	LEGRAND ST	368	30	1226	1226	0	0	0	0	0	0	0	0
E	ROYSTER AVE	CALVARY ST	HAMPTON ST	463	30	1544	0	1544	0	0	0	0	0	0	0
E	ROYSTER AVE	EASTVIEW ST	CALVARY ST	245	26	708	708	0	708	71	0	0	0	0	0
E	BLANTON ST	FRANKLIN AV	WOODSIDE DR	339	24	903	903	0	0	0	0	0	0	0	0
E	BLANTON ST	GOLD ST	FRANKLIN AV	492	20	1094	0	1094	0	0	0	0	10	0	0
E	BLANTON ST	JOSE ST	MARTIN ST	305	22	0	0	744	0	0	0	0	11	0	0
E	BLANTON ST	MARTIN ST	CLEGG ST	482	22	1178	0	1178	1178	0	0	0	11	0	0
E	BLANTON ST	MCBRAVER ST	JOSE ST	377	21	0	0	879	879	0	0	0	10.5	0	0
E	BLANTON ST	MORGAN ST	MCBRAVER ST	706	30	0	0	2355	0	0	0	0	30	0	0
E	BLANTON ST	THOMPSON ST	WHISNANT ST	751	24	2002	0	2002	0	0	0	0	0	0	0
E	BLANTON ST	TRACY ST	THOMPSON ST	272	24	0	727	0	0	73	0	0	0	0	0
E	BLANTON ST	WHISNANT ST	GOLD ST	475	24	0	1266	0	0	127	0	0	12	0	0
E	BLANTON ST	WOODSIDE DR	LEANDER ST	369	25	1025	1025	0	0	0	0	0	0	0	0

MAP	STREET	BEG DESC	END DESC	STREET LENGTH (FEET)	STREET WIDTH (FEET)	SY MILLING (Entire width)	1.5" Overlay (SY)	2" Overlay (SY)	BST (SY)	Full Depth (SY)	4" DOUBLE YELLOW STRIPING (LF)	4" WHITE LINES (LF)	24" STOP BARS (LF)	8" CROSSWALK (LF)	ARROWS
E	BLANTON ST	CLEGG ST	TRACY ST	219	23	0	560	0	0	0	0	0	0	0	0
E	JOSE ST	BLANTON ST	GARDNER ST	586	20	0	0	1301	0	130	0	0	0	0	0
E	LEANDER ST	W DIXON BLVD	BLANTON ST	1143	30	3809	3809	0	0	0	0	0	15	0	0
E	AUSTELL ST	LIVE OAK ST	DEAD END	143	17	0	270	0	0	0	0	0	0	0	0
F	CLINE ST	OAKWOOD DR	SUTTLE ST	418	19	0	882	0	0	0	0	0	9.5	0	0
F	CLINE ST	MARION ST	OAKWOOD DR	434	20	0	965	0	965	0	0	0	10	0	0
F	OAKWOOD DR	CLINE ST	DEAD END	264	14	0	0	411	411	41	0	0	0	0	0
F	QUEENS CIR	FOREST HILL DR	POSTON ST	662	18	0	1324	0	0	132	0	0	9	0	0
F	S POSTON ST	MARION ST	IRVIN ST	338	18	677	677	0	0	0	0	0	9	0	0
F	S POSTON ST	QUEENS CIR	FOREST HILL DR	497	27	1490	1490	0	0	0	0	0	0	0	0
F	S POSTON ST	IRVIN ST	QUEENS CIR	1580	23	4037	4037	0	0	404	0	0	0	0	0
G	ARDEN DR	WOODLAWN AV	CUL DE SAC	274	17	0	0	518	0	0	0	0	0	0	0
G	COUNTRY CLUB ACRES	FAIRWAY DR	COUNTRY CLUB CT	2434	20	0	5409	0	0	0	0	0	0	0	0
G	COUNTRY CLUB ACRES	COUNTRY CLUB CT	CUL DE SAC	229	18	0	458	0	0	0	0	0	0	0	0
G	COUNTRY CLUB CT	CUL DE SAC	COUNTRY CLUB AC	802	20	0	0	1782	0	178	0	0	0	0	0
G	FAIRWAY DR	WESTFIELD RD	COUNTRY CLUB AC	2238	16	0	3979	0	0	398	0	0	8	0	0
H	BRYSON RD	CALDWELL CIR	CUMBERLAND DR	491	22	0	1200	0	0	0	491	0	0	0	0
H	CALDWELL CIR	BRYSON RD	CUMBERLAND DR	559	22	0	1367	0	0	0	559	0	0	0	0
H	CASTLEWOOD DR	HUNTER VALLEY R	CUMBERLAND DR	613	22	0	1498	0	0	0	0	0	0	0	0
H	CASTLEWOOD DR	CUMBERLAND DR	DEAD END	298	22	0	729	0	0	0	0	0	0	0	0
H	CUMBERLAND DR	BRYSON RD	HUNTER VALLEY	313	22	0	765	0	0	0	313	0	0	0	0
H	CUMBERLAND DR	CALDWELL CIR	BRYSON RD	748	22	0	1829	0	0	0	748	0	0	0	0
H	CUMBERLAND DR	ROLLINGWOOD DR	CALDWELL CIR	421	22	0	1029	0	1029	0	421	0	11	0	0
H	CUMBERLAND DR	FAIRFAX CIR	ROLLINGWOOD DR	529	22	0	0	1292	0	0	529	0	11	0	0
H	CUMBERLAND DR	KELLY CIR	FAIRFAX CIR	468	22	0	1144	0	0	0	468	0	0	0	0
H	CUMBERLAND DR	CASTLEWOOD DR	KELLY CIR	403	22	0	0	984	0	0	403	0	0	0	0
H	FAIRFAX CIR	CUMBERLAND DR	CUL DE SAC	304	22	0	0	742	0	0	0	0	0	0	0
H	HUNTER VALLEY RD	ROLLINGWOOD DR	CUMBERLAND DR	1027	22	0	0	2511	0	502	0	0	0	0	0
H	HUNTER VALLEY RD	CUMBERLAND DR	DEAD END	273	22	0	0	668	0	0	0	0	0	0	0
H	HUNTER VALLEY RD	CASTLEWOOD DR	ROLLINGWOOD DR	1546	22	0	0	3778	0	0	0	0	0	0	0
H	KELLY CIR	CUL DE SAC	CUMBERLAND DR	273	22	0	0	667	0	0	0	0	0	0	0
H	ROLLINGWOOD DR	HUNTER VALLEY R	CUMBERLAND DR	715	22	0	1747	0	0	0	715	0	0	0	0
H	ROLLINGWOOD DR	CUMBERLAND DR	CHERRYVILLE RD	1335	21	0	0	3116	0	312	1335	0	10.5	0	0
I	BEAM DR	QUINN ST	CARVER ST	501	20	0	1113	0	0	0	0	0	0	0	0
I	BEAM DR	CARVER ST	END PVMT	875	17	0	1652	0	0	0	0	0	0	0	0
I	CARVER ST	LINCOLN DR	SOUTH ST	504	18	0	0	1008	1008	0	0	0	0	0	0
I	CARVER ST	SOUTH ST	EAVES RD	393	18	0	0	786	786	79	0	0	9	0	0
I	CARVER ST	BEAM DR	LINCOLN DR	453	20	0	1006	0	0	0	0	0	0	0	0
I	HARDY ST	LINCOLN DR	SOUTH ST	456	18	0	911	0	911	0	0	0	0	0	0
I	HARDY ST	SOUTH ST	EAVES RD	298	18	0	0	596	596	0	0	0	9	0	0



MAP	STREET	BEG DESC	END DESC	STREET LENGTH (FEET)	STREET WIDTH (FEET)	SY MILLING (Entire width)	1.5" Overlay (SY)	2" Overlay (SY)	BST (SY)	Full Depth (SY)	4" DOUBLE YELLOW STRIPING (LF)	4" WHITE LINES (LF)	24" STOP BARS (LF)	8" CROSSWALK (LF)	ARROWS
I	LINCOLN DR	LINCOLN DR	SOUTH ST	524	18	0	0	1047	1047	105	0	0	0	0	0
I	LINCOLN DR	SOUTH ST	EAVES RD	360	18	0	721	0	0	0	0	0	9	0	0
I	LINCOLN DR	CARVER ST	HARDY ST	354	18	0	0	708	708	0	0	0	18	0	0
I	LINCOLN DR	QUINN ST	EAVES RD	799	18	0	1597	0	1597	160	0	0	9	0	0
I	LINCOLN DR	HARDY ST	QUINN ST	530	18	0	0	1059	1059	0	0	0	0	0	0
I	LINCOLN DR	LINCOLN ST	CARVER ST	342	18	0	684	0	0	0	0	0	9	0	0
I	QUINN ST	LINCOLN DR	EAVES RD	567	18	0	0	1135	1135	0	0	0	18	0	0
I	QUINN ST	BEAM DR	LINCOLN DR	456	16	0	810	0	0	0	0	0	9	0	0
I	SOUTH ST	CARVER ST	HARDY ST	359	18	0	718	0	0	0	0	0	9	0	0
I	SOUTH ST	LINCOLN DR	CARVER ST	346	18	0	691	0	691	0	0	0	9	0	0
J	HOLDER DR	PUTNAM ST	MORRISON ST	702	29	2262	2262	0	0	0	0	0	14.5	0	0
J	HOLDER DR	RAMBLEWOOD DR	CUL DE SAC	132	28	410	410	0	0	0	0	0	0	0	0
J	HOLDER DR	MORRISON ST	RAMBLEWOOD DR	307	28	955	955	0	0	0	0	0	14	0	0
J	MORRISON ST	OLSEN DR	DEAD END	226	30	754	754	0	0	0	0	0	0	0	0
J	MORRISON ST	HOLDER DR	OLSEN DR	480	29	1546	0	1546	1546	0	0	0	0	0	0
J	MORRISON ST	WILMOUTH ST	HOLDER DR	344	29	1109	1109	0	0	0	0	0	0	0	0
J	MORRISON ST	SILVER ST	WILMOUTH ST	505	24	1346	0	1346	1346	135	0	0	0	0	0
J	MORRISON ST	DODD ST	SILVER ST	303	24	807	807	0	807	0	0	0	0	0	0
J	OLSEN DR	RAMBLEWOOD DR	MORRISON ST	725	29	2337	2337	0	0	0	0	0	0	0	0
J	PUTNAM ST	WILMOUTH ST	HOLDERS	333	29	1073	1073	0	0	107	0	0	14.5	0	0
J	PUTNAM ST	SILVER ST	WILMOUTH ST	557	25	1548	1548	0	0	155	0	0	12.5	0	0
J	PUTNAM ST	DODD ST	SILVER ST	309	19	652	652	0	0	0	0	0	0	0	0
J	RAMBLEWOOD DR	OLSEN DR	HOLDER DR	351	29	1130	1130	0	1130	0	0	0	0	0	0
J	SHANNONHOUSE ST	SILVER ST	WILMOUTH ST	518	21	1209	0	1209	0	0	0	0	0	0	0
J	SHANNONHOUSE ST	DODD ST	SILVER ST	312	21	727	727	0	0	0	0	0	0	0	0
J	SILVER ST	PUTNAM ST	SHANNONHOUSE ST	274	20	0	610	0	0	0	0	0	10	0	0
J	SILVER ST	SHANNONHOUSE ST	MORRISON ST	341	20	0	759	0	0	0	0	0	10	0	0
J	WILMOUTH ST	PUTNAM ST	SHANNONHOUSE ST	288	22	703	703	0	0	0	0	0	11	0	0
J	WILMOUTH ST	SHANNONHOUSE ST	MORRISON ST	381	22	930	930	0	0	93	0	0	0	0	0
J	WILMOUTH ST	BROAD ST	PUTNAM ST	359	23	918	918	0	0	92	0	0	11.5	0	0
J	COMBS ST	MORTON ST	SOUTH FORK DR	593	21	1384	1384	0	0	0	0	0	10.5	0	0
J	GREER ST	MORTON ST	SOUTH FORK DR	605	20	1344	0	1344	1344	0	0	0	10	0	0
J	SOUTH FORK DR	CUL DE SAC	GREER ST	874	21	2040	2040	0	0	0	0	0	0	0	0
J	SOUTH FORK DR	GREER ST	COMBS ST	324	20	720	0	720	720	0	0	0	0	0	0
J	SOUTH FORK DR	COMBS ST	CUL DE SAC	305	21	0	0	712	712	0	0	0	0	0	0
K	COURTLAND DR	SUFFOLK DR	CUL DE SAC	355	17	0	0	670	670	0	0	0	0	0	0
K	DOWNING ST	MARKANDA PL	SUFFOLK DR	410	19	0	0	865	0	86	0	0	0	0	0
K	DOWNING ST	CHARLES RD	MARKANDA PL	1206	19	0	0	2545	2545	0	0	0	9.5	0	0
K	MARKANDA PL	DOWNING ST	CIRCLE	248	19	0	0	525	525	52	0	0	0	0	0
K	SUFFOLK DR	DOWNING ST	CITY LIMIT	196	18	0	391	0	391	0	0	0	0	0	0

MAP	STREET	BEG DESC	END DESC	STREET LENGTH (FEET)	STREET WIDTH (FEET)	SY MILLING (Entire width)	1.5" Overlay (SY)	2" Overlay (SY)	BST (SY)	Full Depth (SY)	4" DOUBLE YELLOW STRIPING (LF)	4" WHITE LINES (LF)	24" STOP BARS (LF)	8" CROSSWALK (LF)	ARROWS
K	SUFFOLK DR	COURTLAND DR	DOWNING ST	302	18	0	604	0	0	0	0	0	0	0	0
K	SUFFOLK DR	COLLEGE AV	COURTLAND DR	656	18	0	1311	0	0	0	0	0	9	0	0
K	BLYTHE RD	CUL DE SAC	WOODHILL DR	360	22	879	0	879	0	88	0	0	0	0	0
K	BUFORD ST	STARLIGHT DR	DONNA DR	760	20	0	1688	0	0	0	0	0	0	0	0
K	BUFORD ST	DONNA DR	WESTWOOD DR	332	19	0	701	0	701	70	0	0	0	0	0
K	DONNA DR	BUFORD ST	MAYNARD ST	360	20	0	800	0	0	0	0	0	0	0	0
K	DONNA DR	MAYNARD ST	CUL DE SAC	567	20	0	1259	0	1259	0	0	0	0	0	0
K	MAYNARD ST	STARLIGHT DR	DONNA DR	695	20	0	1545	0	0	0	0	0	0	0	0
K	MAYO ST	STARLIGHT DR	CUL DE SAC	200	20	0	443	0	0	0	0	0	0	0	0
K	MAYO ST	DELLINGER RD	STARLIGHT DR	367	20	0	815	0	0	0	0	0	0	0	0
K	N WOODHILL DR	CUL DE SAC	BLYTHE RD	259	21	0	0	605	0	0	0	0	0	0	0
K	N WOODHILL DR	BLYTHE RD	DELLINGER RD	365	21	852	0	852	852	0	0	0	0	0	0
K	STARLIGHT DR	MAYNARD ST	MAYO ST	555	20	0	1234	0	0	0	0	0	0	0	0
K	STARLIGHT DR	BUFORD ST	MAYNARD ST	391	20	0	868	0	0	0	0	0	0	0	0
K	STARLIGHT DR	DELLINGER RD	BUFORD ST	183	21	0	427	0	0	0	0	0	10.5	0	0
K	WESTWOOD DR	BUFORD ST	CHARLES RD	1136	20	0	2525	0	2525	0	0	0	10	0	0
K	WOODHILL DR	DELLINGER RD	STARLIGHT DR	1191	20	0	0	2646	0	0	0	0	10	0	0
L	ALLEN ST	KINGS ROAD EXT	DUKE CIR	1442	20	0	3205	0	0	320	0	0	10	0	0
L	ALLEN ST	DUKE CIR	DIXON FRONTAGE	821	20	0	0	1824	1824	0	0	0	10	0	0
M	WASTEWEATER DR	S LAFAYETTE ST	END MAINT	534	20	0	0	1187	1187	119	0	0	10	0	0
				Mileage:	17.80	132834	155362	83768	54107	7838	10473	110	865	110	6
				STREET LENGTH (MILES)	STREET WIDTH (FEET)	MILLING (Entire width)	1.5" Overlay (SY)	2" Overlay (SY)	BST (SY)	Full Depth (SY)	YELLOW STRIPING (LF)	4" WHITE LINES (LF)	STOP BARS (LF)	CROSSWALK (LF)	ARROWS

**Notes**

1. Full depth patching is an estimated number and the City of Shelby engineering department will determined exact dimensions in the field.
2. All existing asphalt painting is to be thermoplastic at the time of paving unless specified.
3. All thermoplastic and painting shall meet NCDOT Standards and Specifications.



**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - A



(PRINTED 8.5" X 11")

1 inch = 650 feet





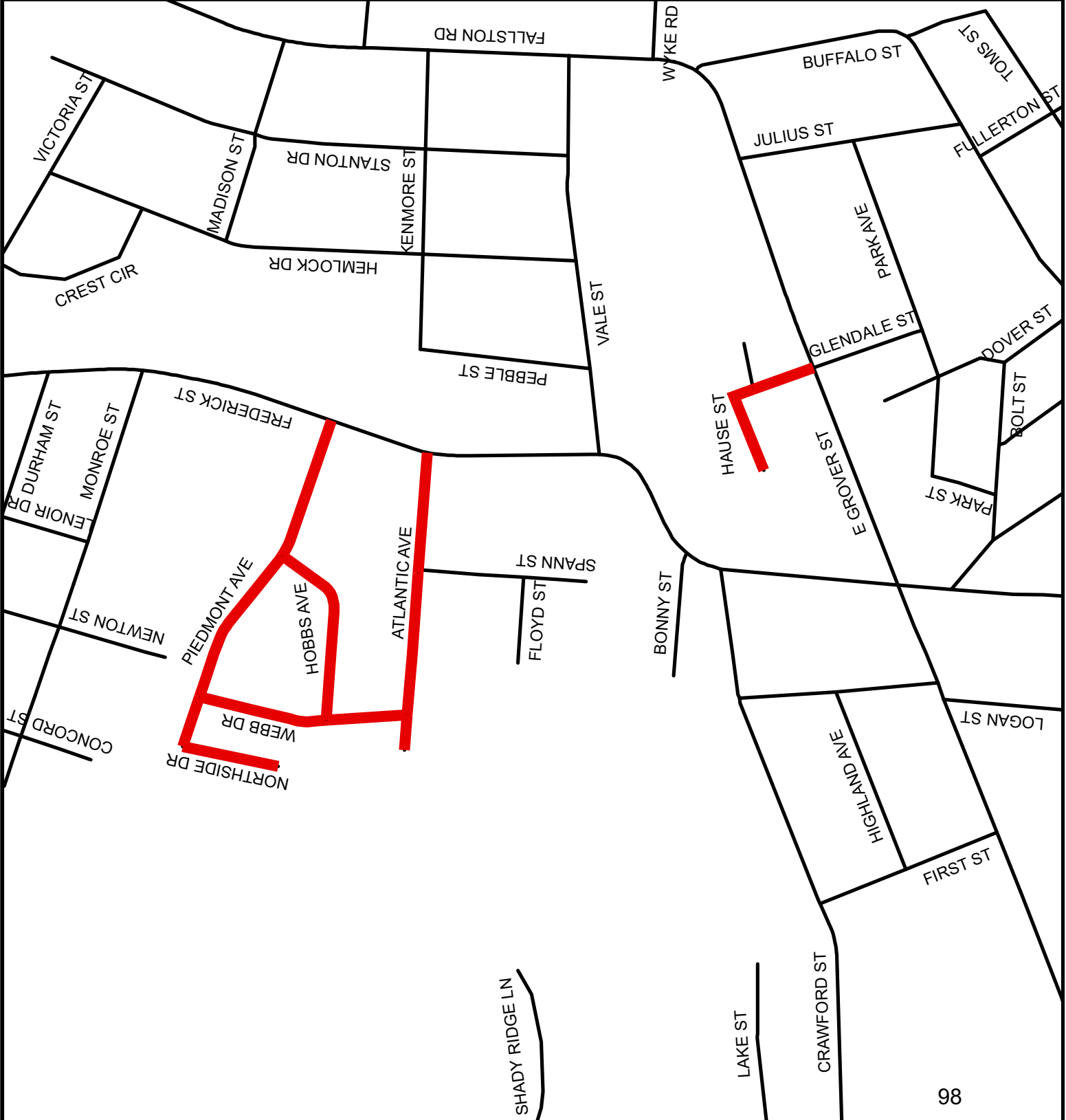
TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1

MAP - B



(PRINTED 8.5" X 11")

1 inch = 500 feet





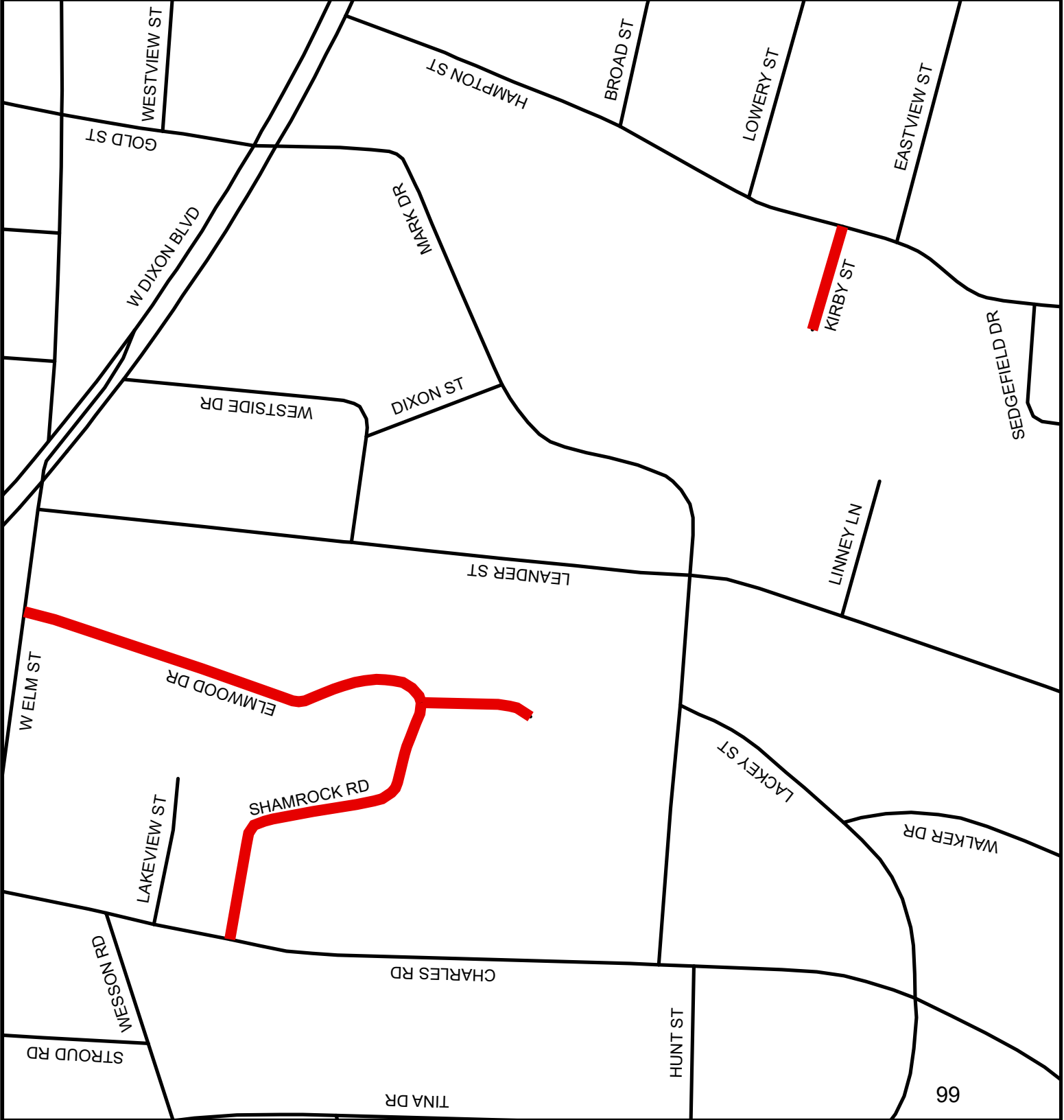
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - C



(PRINTED 8.5" X 11")

1 inch = 350 feet





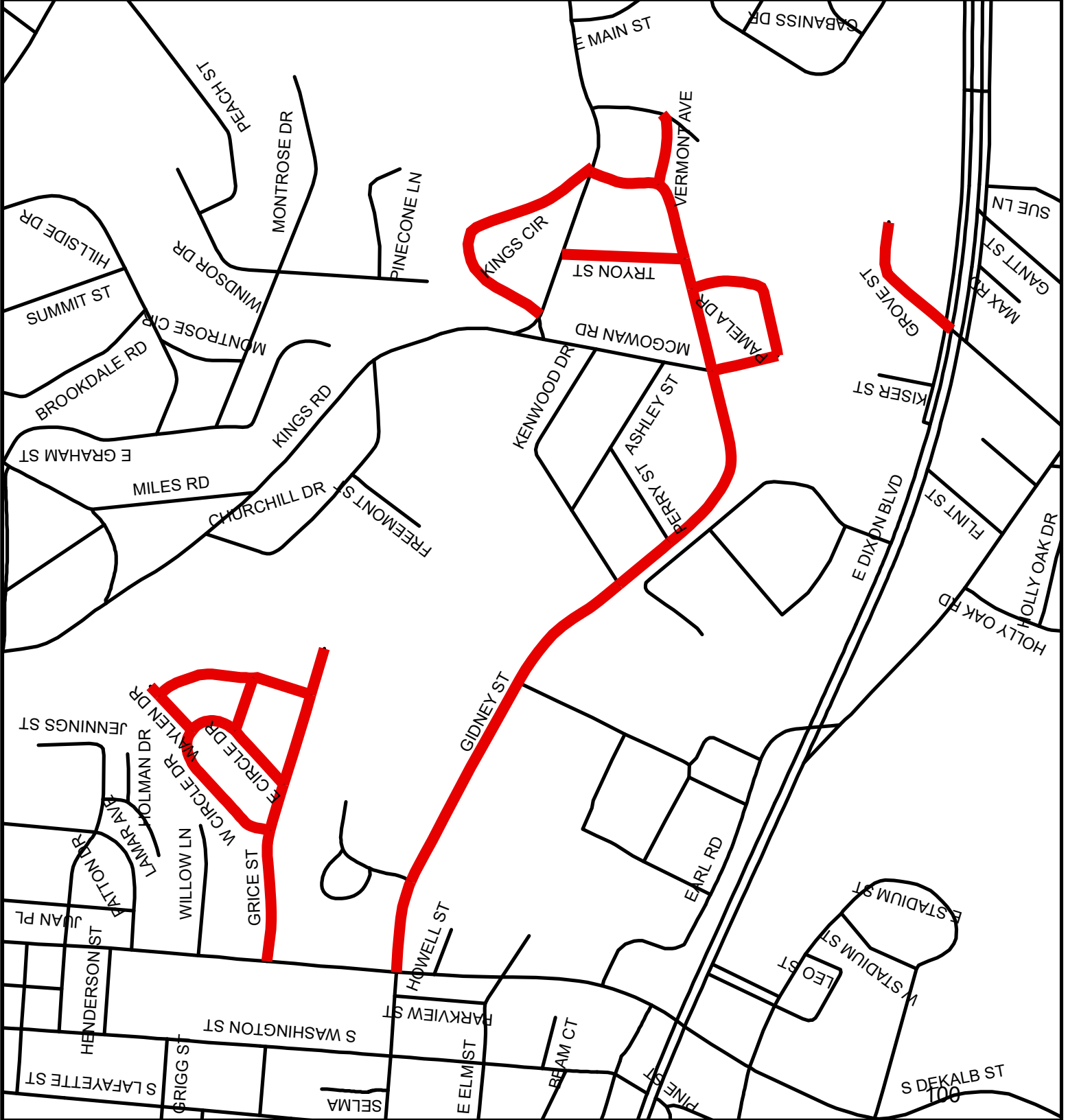
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - D



(PRINTED 8.5" X 11")

1 inch = 800 feet







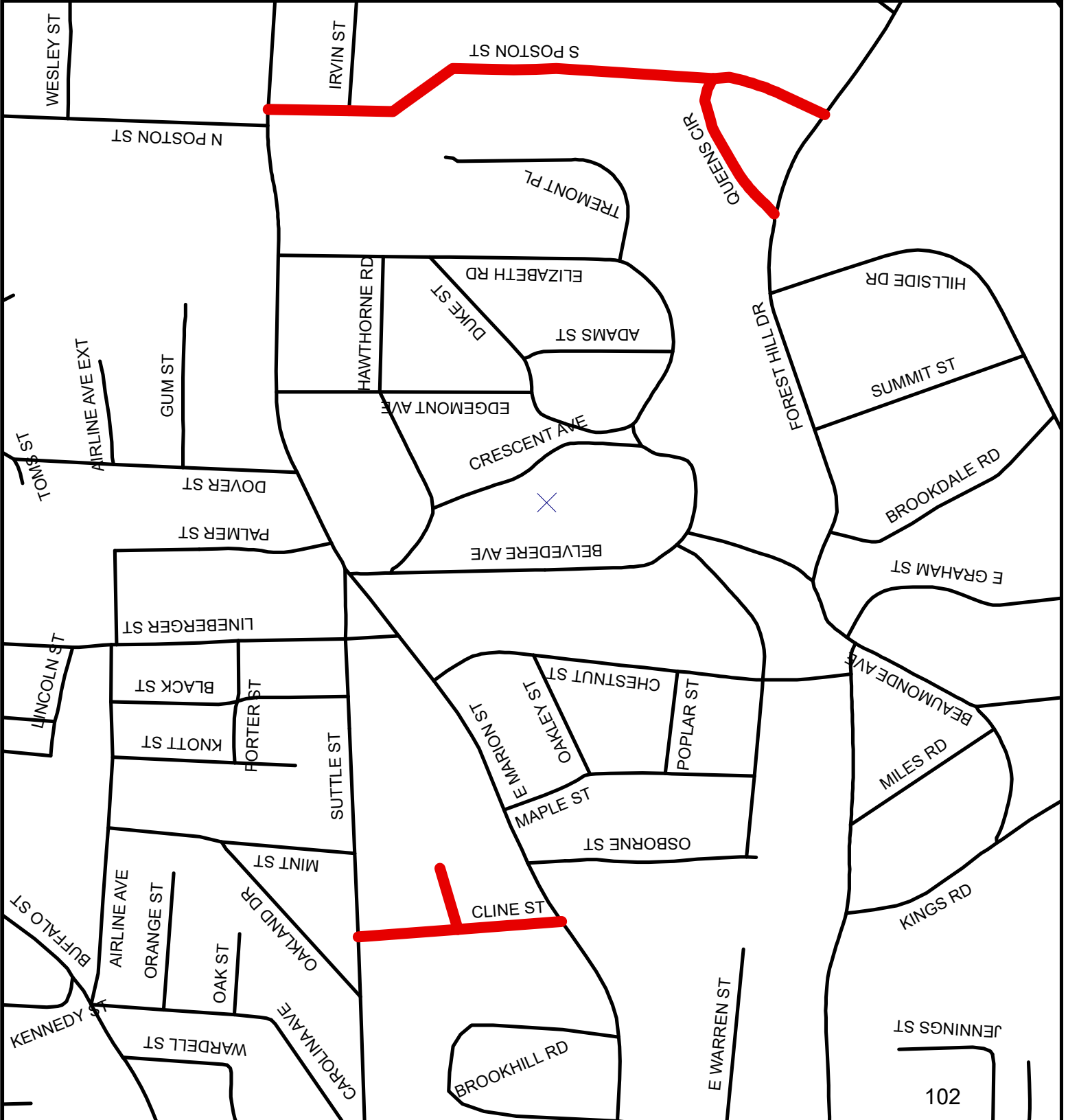
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - F



(PRINTED 8.5" X 11")

1 inch = 550 feet







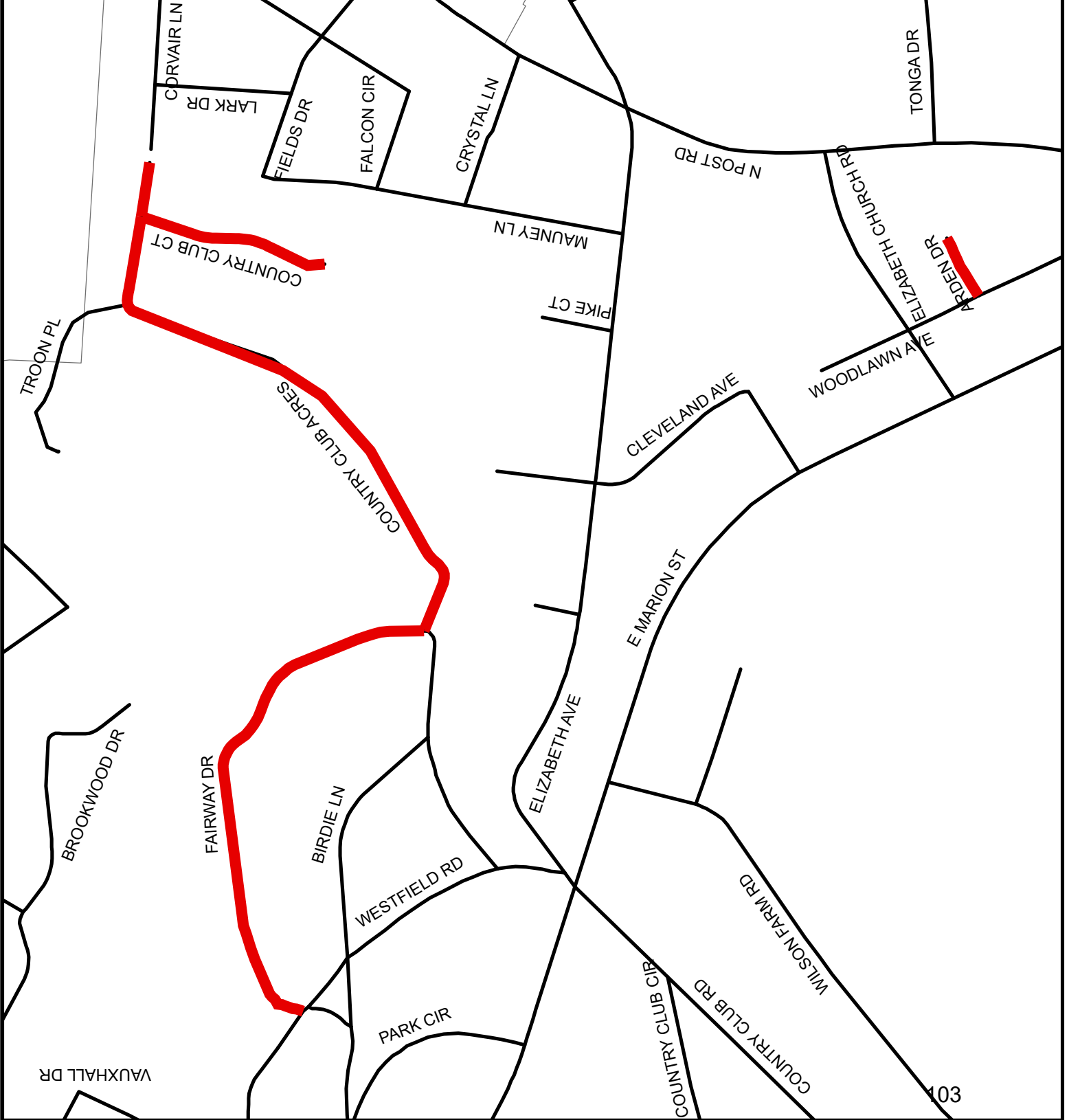
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - G



(PRINTED 8.5" X 11")

1 inch = 550 feet





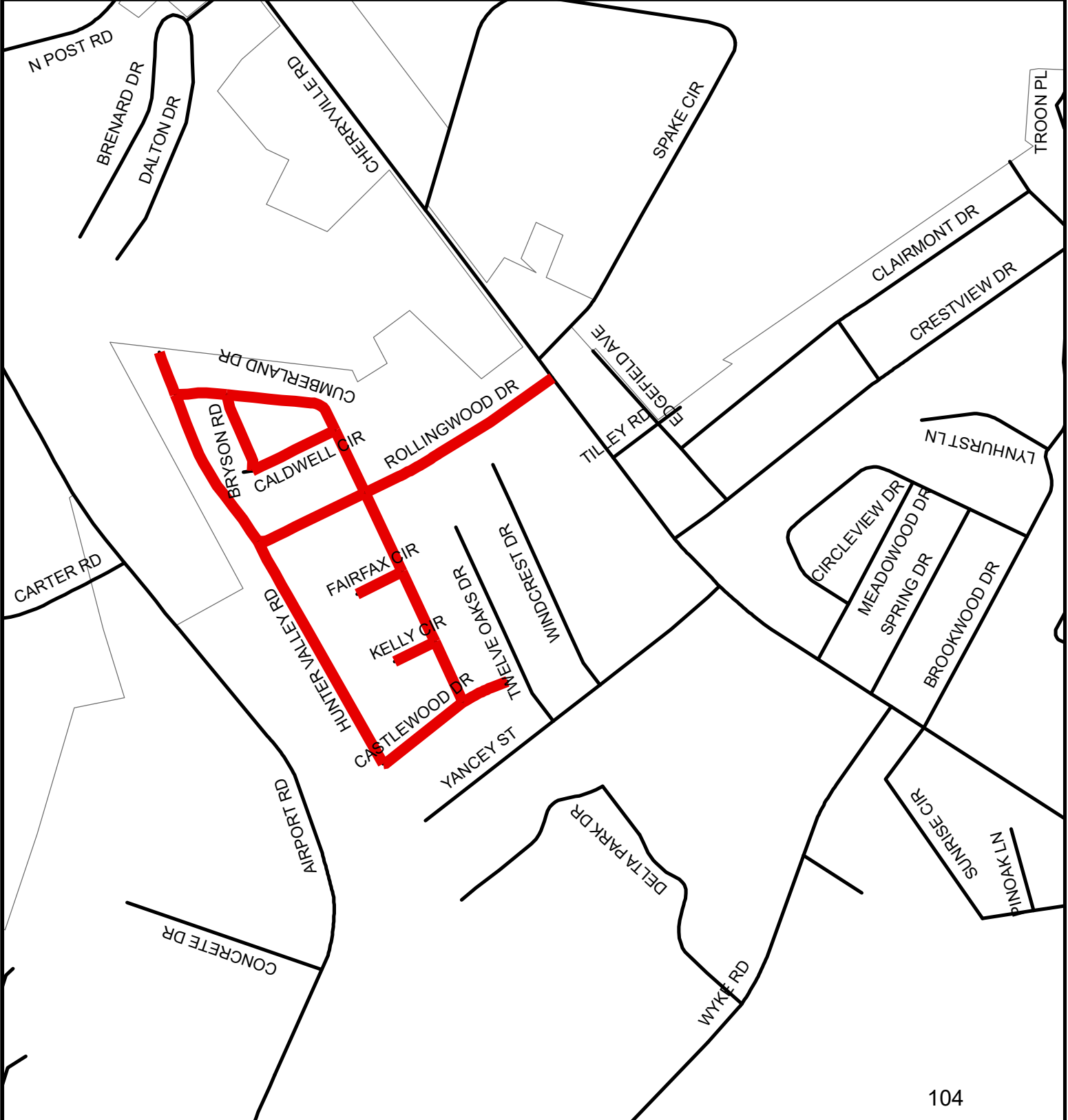
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - H



(PRINTED 8.5" X 11")

1 inch = 800 feet





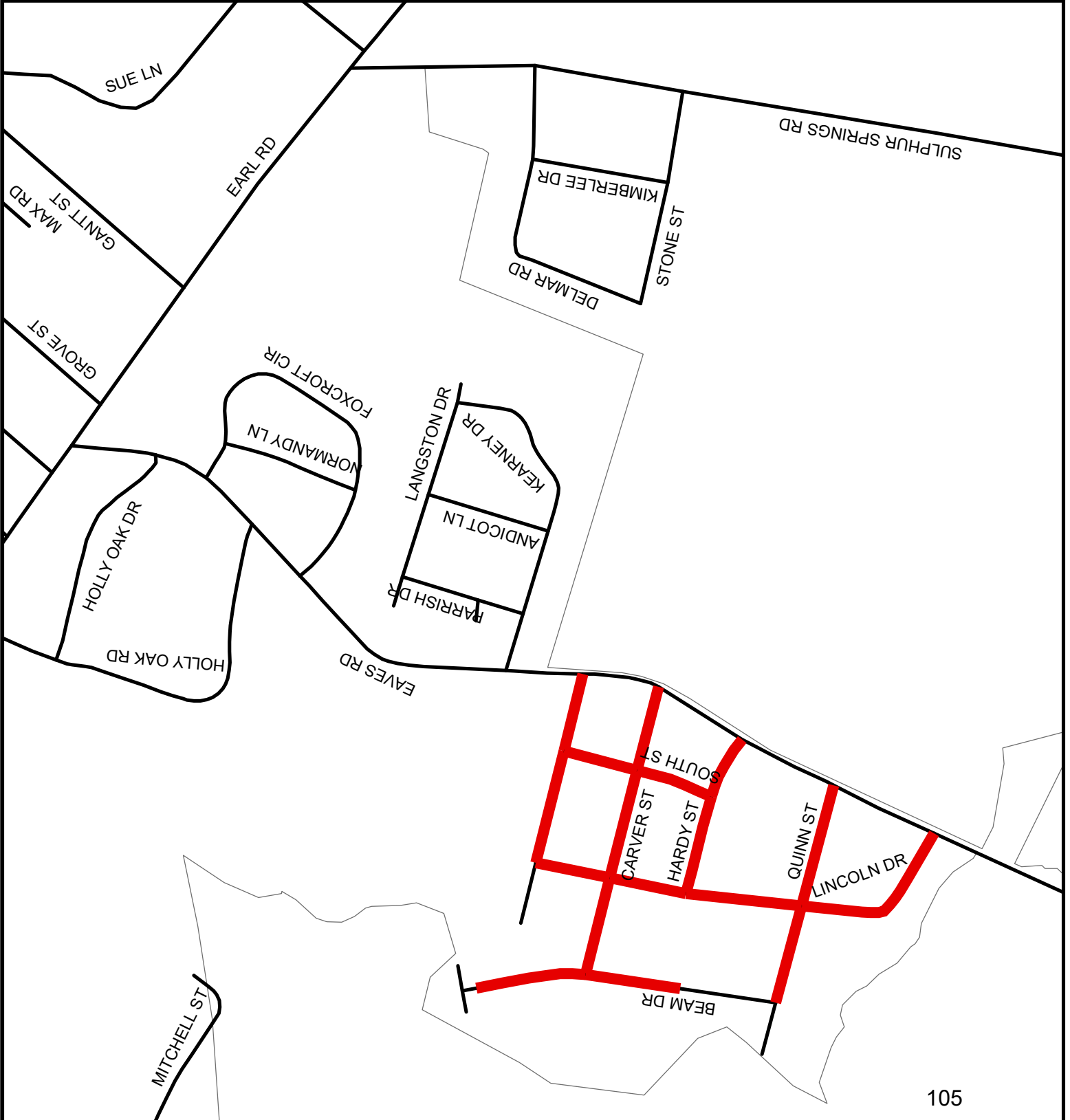
TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1

MAP - I



(PRINTED 8.5" X 11")

1 inch = 600 feet





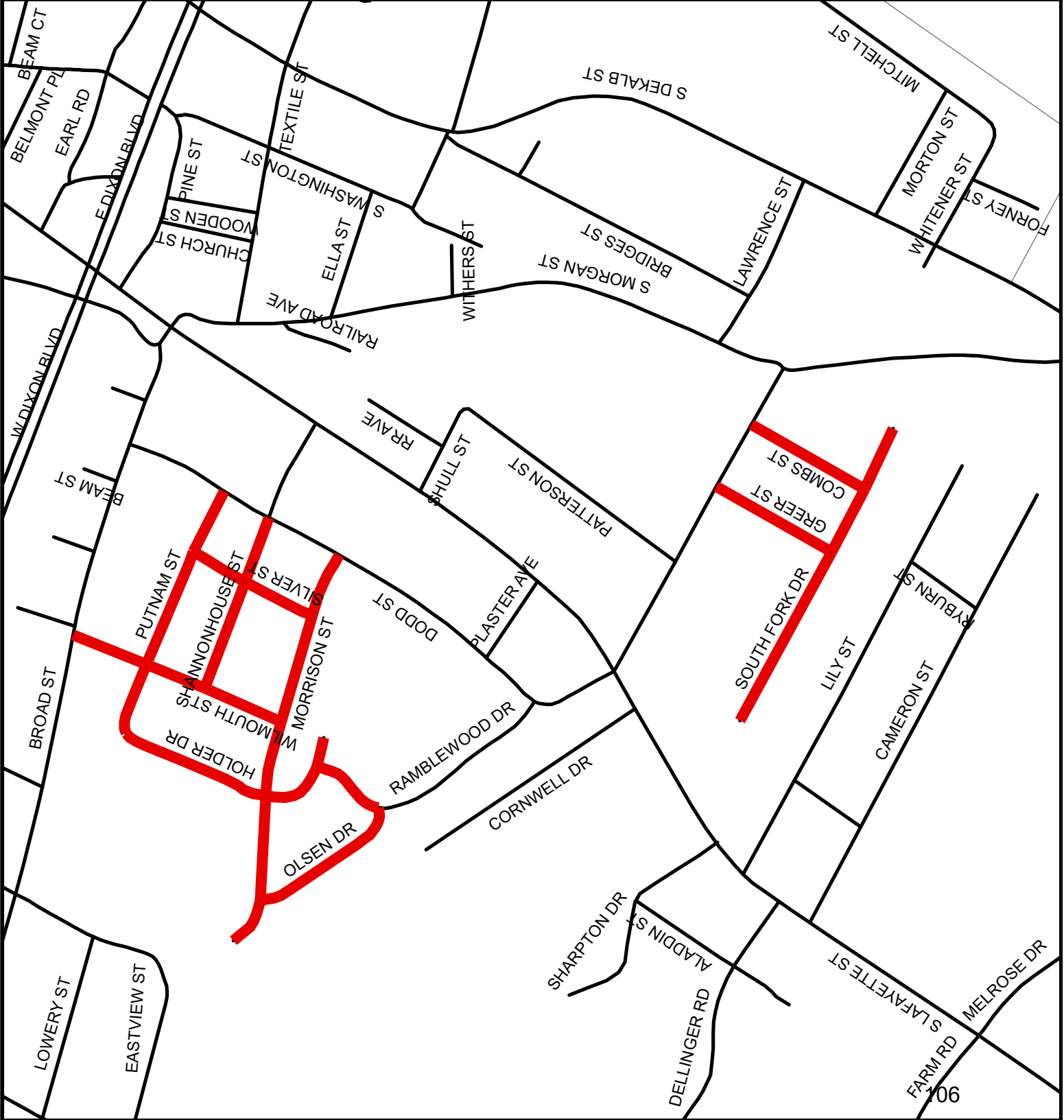
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - J



(PRINTED 8.5" X 11")

1 inch = 600 feet





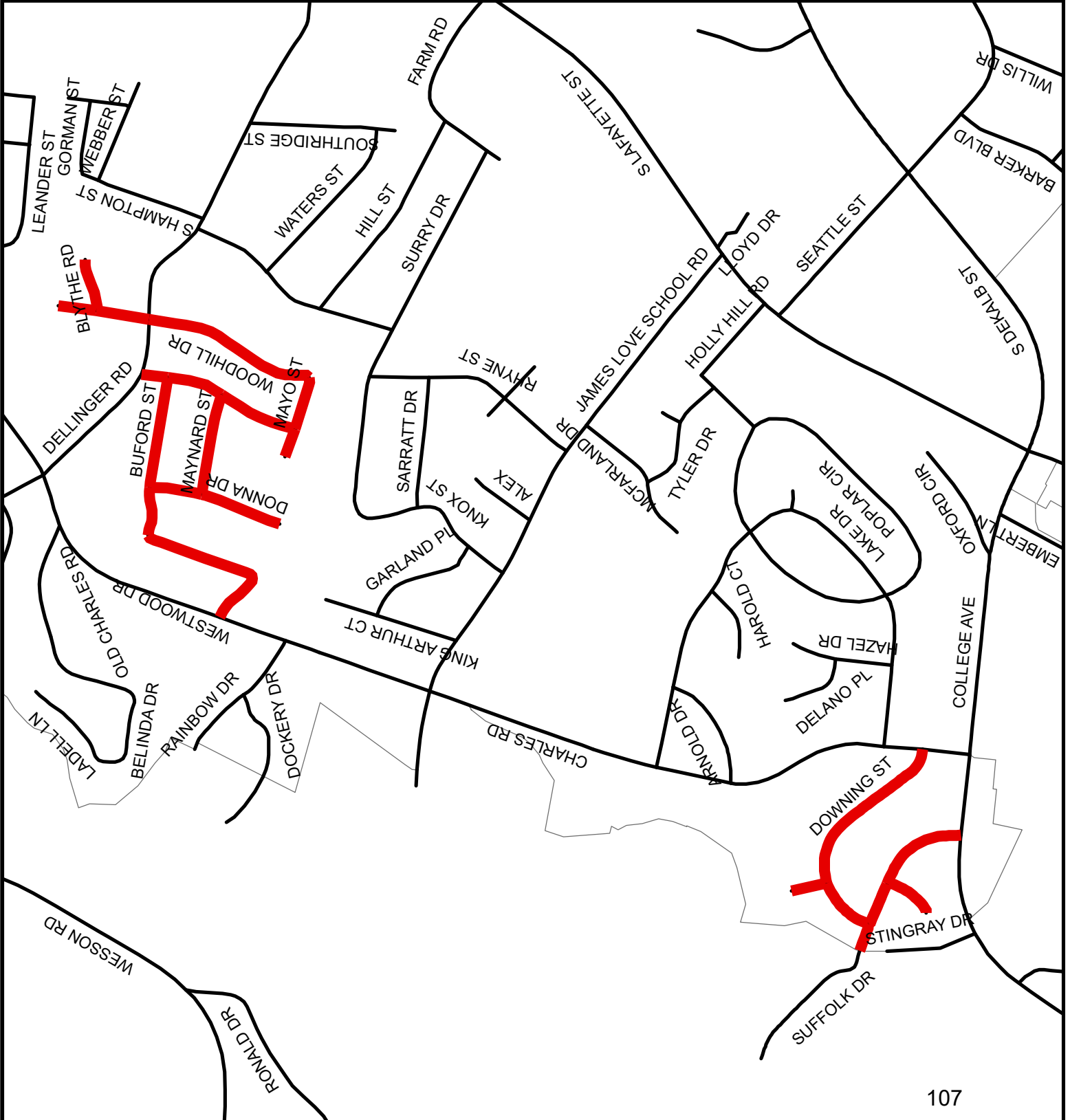
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - K



(PRINTED 8.5" X 11")

1 inch = 900 feet





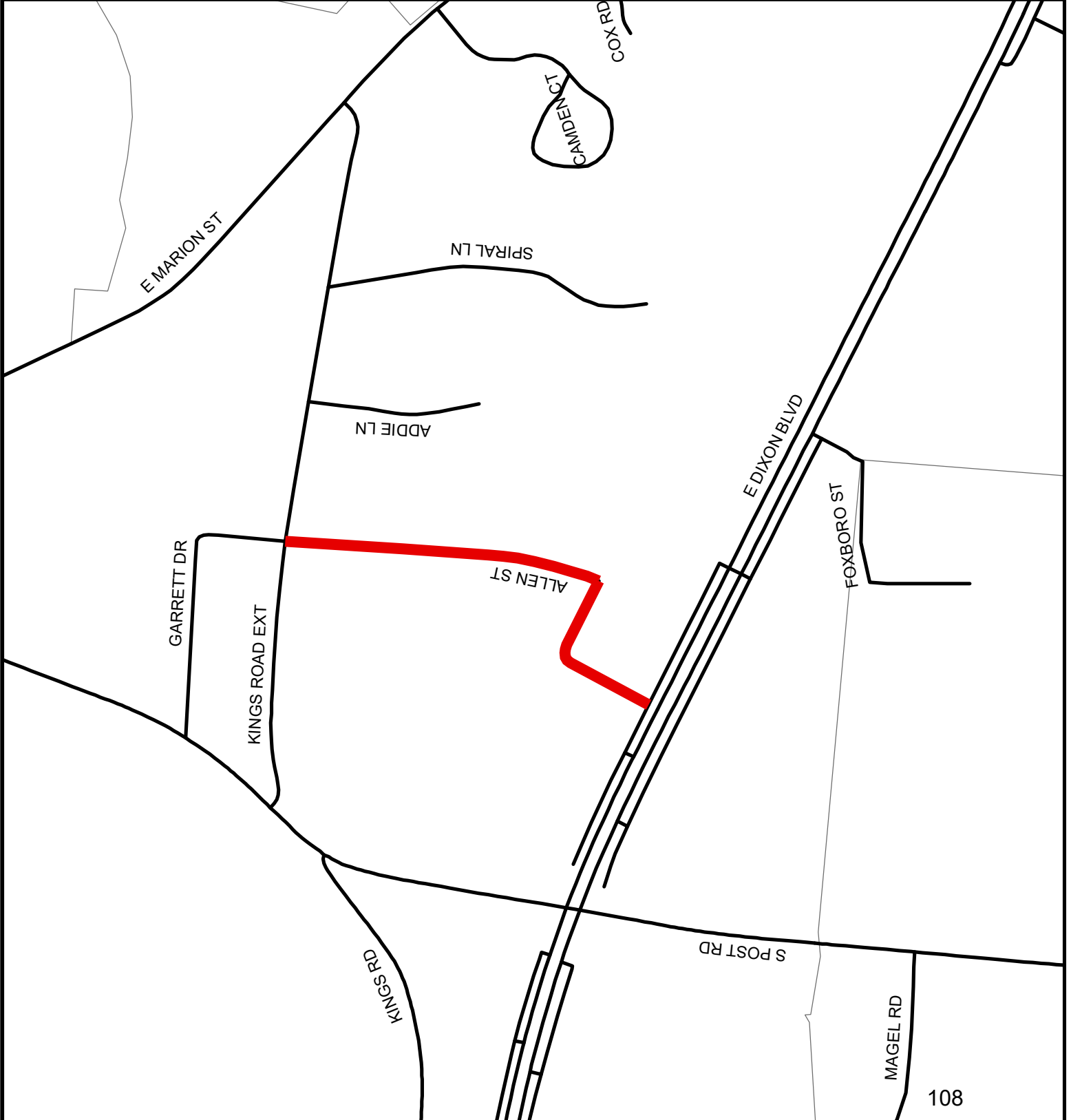
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - L



(PRINTED 8.5" X 11")

1 inch = 600 feet





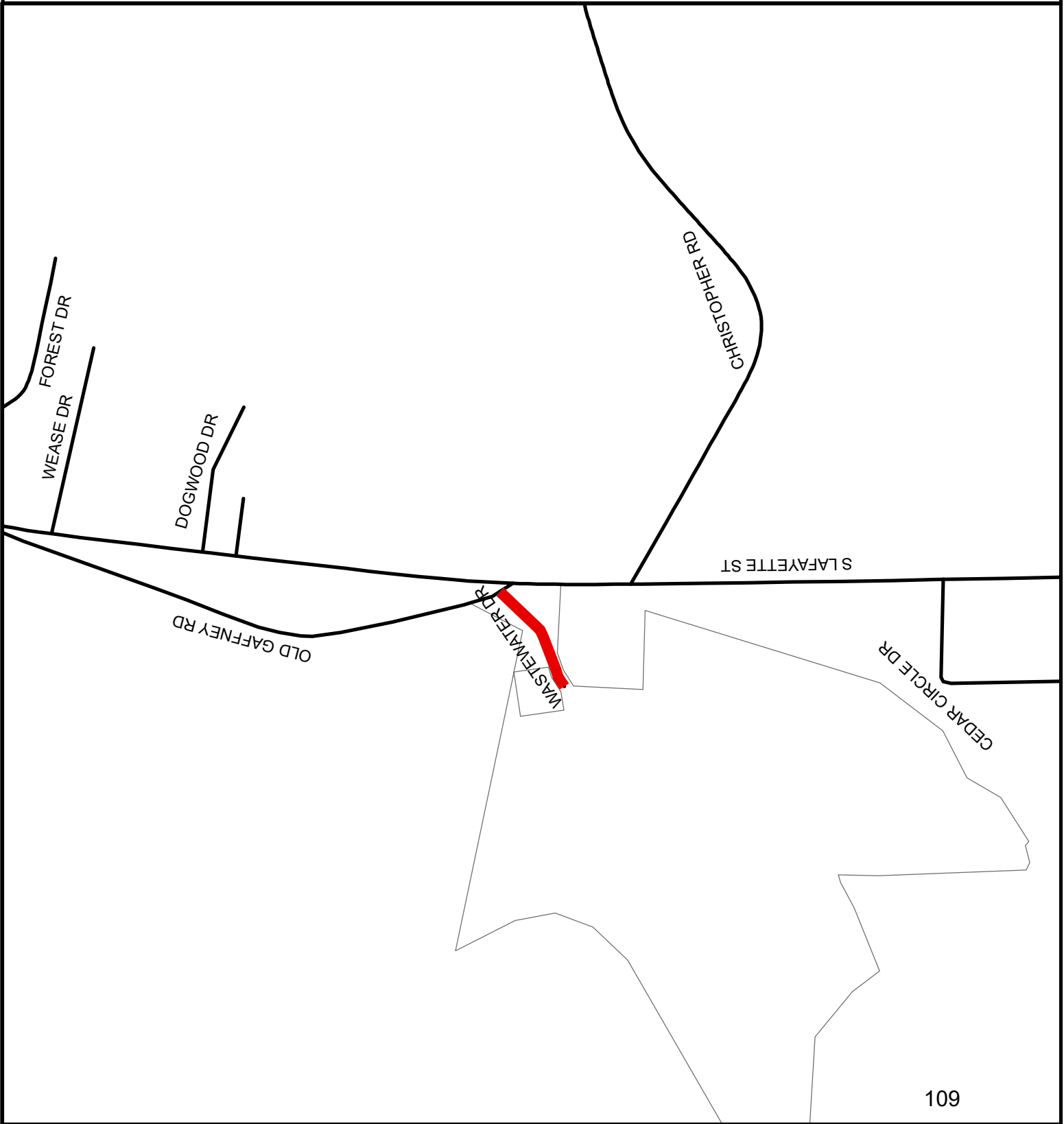
**TRANSPORTATION ASSET  
MANAGEMENT PLAN  
RESURFACING - PHASE 1**

MAP - M



(PRINTED 8.5" X 11")

1 inch = 600 feet



**City of Shelby  
Transportation Asset Management Plan Resurfacing- Phase I  
Date: March 3, 2022 at 10:00 AM**



Reviewed and Certified by: Justin Wright  
Reviewed and Certified by: Todd Juel

	Addendum Received	Asphalt Paving of Shelby	
1	LUMP SUM	<b>\$2,924,500.00</b>	<b>x</b>
2	PER SY	\$ 7.50	
3	PER SY	\$ 10.00	
4	EACH	\$ 1,500.00	
5	EACH	\$ 1,300.00	
6	PER SY	\$ 19.00	
7	PER SY	\$ 2.00	
8	PER SY	\$ 2.50	
9	PER SY	\$ 28.50	
10	TON	\$ 28.00	
11	PER LI. FT.	\$ 1.00	
	PER LI. FT.	\$ 0.50	
12	PER LI. FT.	\$ 3.00	
	PER LI. FT.	\$ 1.50	
	PER LI. FT.	\$ 20.00	
	PER LI. FT.	\$ 2.50	
	PER LI. FT.	\$ 2.00	
	Each	\$ 365.00	

1 Milling as required to recover the flow line and curb on those streets specified in the "Scope of Work", adjusting all manholes, catch basins and valve boxes to final grade (if necessary) (manhole and valve box risers to be provided by City), cleaning, placing tack coat, resurfacing with "Superpave S9.5B" asphalt on the streets included in "The Scope of Work" to a minimum compacted thickness of either 1 1/2" or 2" as specified in the scope of work or whatever depth is necessary to achieve a smooth and functional riding surface. Apply Thermoplastic 4" Double Yellow and/or 4" white edge lines if specified. Thermoplastic any existing paint markings on resurfaced streets unless specified to be paint. All work must meet NCDOT standards and specifications. Recycled Asphalt Pavement in the asphalt mix must be limited to 20% and contain only asphalt products.

2 Cost per square yard for 1.5" resurfacing any added or deleted streets to the contract.

3 Cost per square yard for 2" resurfacing any added or deleted streets to the contract.

4 Cost to adjust any added catch basins or manholes. (Frames and Grates/Lids to be provided by City)

5 Cost to adjust any added valve boxes. (Frames and Lids to be provided by City)

6 Cost per square yard to prepare and supply all stone and asphalt necessary to pave any added or deleted soil and gravel streets.

7 Cost per square yard for milling. (Depth 1" to 2')

8 Cost per square yard for any added or deleted quantities of asphalt surface treatment (0.4 gallons of asphalt and 22 lbs. of No. 78M aggregate)

9 Cost per square yard for Full Depth Patches. (Cost per square yard for any added Full Depth Patches. (Includes removing existing asphalt and base and replacing with 6" stone base and 2" asphalt)  
\*All full depth patches will receive a final overlay matching specified street overlay thickness

10 Cost per ton to prepare and supply all abc stone necessary to establish shoulder at pavement edge (In cases where more than 3" of drop off occurs at edge of asphalt, stone shall be placed per NCDOT specifications at a width of 18").

11 Cost per lineal foot for any added or deleted striping.  
4" standard double yellow center line - reflective painting  
4" White edge line (both sides of road) - reflective painting

12 4" standard double yellow center line - reflective thermoplastic  
4" White edge line (both sides of road) - reflective thermoplastic  
24" White stop bars - reflective thermoplastic  
8" White crosswalks (Each line separate) - reflective thermoplastic  
9' x 20' Parking stall - reflective thermoplastic  
Directional arrows - reflective thermoplastic

Bid Opening Attendees:

Justin Wright - City of Shelby

Bryant Nodine - City of Shelby

Todd Frasier - City of Shelby



**RESOLUTION NO. 20-2022**

**A RESOLUTION AWARDING THE CONTRACT FOR THE CITY OF SHELBY  
TRANSPORTATION ASSET MANAGEMENT PLAN PHASE I RESURFACING PROJECT**

**WHEREAS**, the City of Shelby adopted Resolution No. 18-2022 to adopt the 2021 Shelby Transportation Asset Management Plan for Shelby, North Carolina; and,

**WHEREAS**, the City of Shelby Engineering Department has developed the proposed list of streets to be resurfaced from the 2021 Transportation Asset Management Plan; and,

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

**WHEREAS**, the City of Shelby in accordance with applicable provisions of NCGS 143-129, as amended, held a second public bid opening on March 3, 2022 for its Transportation Asset Management Plan Phase I Resurfacing Project; and,

**WHEREAS**, one (1) responsive bid was received for this project and the apparent low bidder was Asphalt Paving of Shelby, Inc., in the amount of \$2,924,500.00; and,

**WHEREAS**, City staff have reviewed the bid and found that the bid is 15.3% lower than the \$3,455,600.00 cost estimate provided by Withers Ravenel for this project: and,

**WHEREAS**, City staff recommends to City Council that the contract be awarded to the lowest responsive, responsible bidder, Asphalt Paving of Shelby, Inc., in the amount of \$2,924,500.00.

**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 awards the contract for the City of Shelby's Transportation Asset Management Plan Phase I Resurfacing Project, as outlined in the bid specifications for this offering, to Asphalt Paving of Shelby, Inc. for a bid price of \$2,924,500.00, pending funding approval by the North Carolina Local Government Commission.

Section 2. The City Manager and City Clerk are hereby authorized and directed to execute the applicable contracts associated with this project.

Section 3. The City Manager or his designees are hereby authorized to execute amendments and change orders to the applicable documents associated with this project.

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

Adopted and approved this the 7th day of March 2022.

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O. Stanhope Anthony III  
Mayor

ATTEST:

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Carol S. Williams  
Interim City Clerk

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item: D-2

- 2) Resolution Approving a Financial Agreement Authorized by North Carolina General Statute 160A-20: Resolution No. 21-2022

**Unfinished Business Item: (Rick Howell, City Manager and Beth Beam, Finance Director)**

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- Memorandum dated February 24, 2022 from Beth B. Beam, Director of Finance to Rick Howell, City Manager
- Attachment A – Proposed Installment Contract Equipment list
- Evaluation of Installment Financing from seven banks
- Letter dated February 18, 2022 from United Financial
- Amortization Schedules
- Resolution No. 21-2022

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City Manager's Recommendation / Comments

Resolution No. 21-2022 is presented for City Council consideration at this time. 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.

Mrs. Beth Beam, Finance Director, has solicited proposals and prepared the background material for the award of the financing for the current fiscal year as included within your agenda packet. All of the equipment has been purchased or funds have been encumbered and once the award is made for the financing a closing date will be set. After this date the City will be able to reimburse itself from the proceeds from the financing.

**This year's total principal is \$ 2,284,000 for all City Departments.** The recommended bidder is United Financial (a Division of HomeTrust Bank) which has offered a **rate of 1.58%** over the life of the 59 month term. The list of purchased equipment is included in your agenda packet.

**It is recommended that Resolution No. 21-2022 be adopted and approved at this time.**



To: Rick Howell, City Manager

Through: Justin S. Merritt, Assistant City Manager

From: Beth B. Beam, Director of Finance

Date: February 24, 2022

Subject: FY 2021-2022 Equipment Financing

Please find attached to this memo a resolution approving a financing agreement with United Financial (A Division of HomeTrust Bank) for the equipment and rolling stock to be purchased during the current fiscal year. The finance department sent requests for proposals to banks requesting that they submit proposals on our 2021-2022 equipment financing. The total amount of the request is \$2,284,000. We received seven proposals. The banks request that this type of financing be awarded as soon as possible after the proposals are due, as a result of market volatility. I opened the proposals on Monday, February 21<sup>st</sup>, at 2:00 in the afternoon. After reviewing the proposals, it is my recommendation that United Financial (A Division of HomeTrust Bank) be awarded this contract with a 1.58% interest rate, for 59 months, with annual payments in arrears. I have also attached the evaluation of the proposals. This is how we have handled awarding these financing contracts in the past. I will attend the Council meeting Monday, March 7th to answer any questions.

Attachment A  
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 & Rec	20 Golf Carts	110612-51000	70,500.00
	60' Mower for Holly Oak Park	110613-51000	8,300.00
Water Fund	Tap Machine Motor	610713-51000	8,000.00
	SCADA Servers Replacement	610714-51000	27,000.00
	1/2 Ton Pickup	610714-54000	30,000.00
	Turbidity Meter	610714-51000	5,000.00
Sewer Fund	Core Machine & Trailer	620723-51000	23,000.00
	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:			2,284,000.00

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

City of Shelby

Evaluation of Installment Financing - FY22 Equipment

\$2,284,000

Was asked to provide bank qualified & non-bank qualified rates with annual interest/principal payments

	<u>Bank of America</u>	<u>Fidelity Bank</u>	<u>First Citizens Bank</u>	<u>Key Government Finance, Inc.</u>	<u>Signature Public Funding</u>	<u>Truist</u>	<u>United Financial/Hometrust</u>
Interest Rate	1.799%	2.19%	2.26%	2.02%	2.135%	1.74%	1.58%
Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Payment (Principal & Interest)	\$481,037.05	Not available	\$487,333.19	\$484,697.21	\$485,622.60	\$480,393.67	\$478,202.90
Total Cash Outlay (Principal & Interest)	\$2,405,185.25	Not available	\$2,436,665.96	\$2,423,486.07	\$2,428,112.99	\$2,401,968.35	\$2,391,014.50
Prepayment Penalty	\$0 after 2.5 years	Not available	\$0.00	\$0.00	101% of par	\$0.00	\$0.00
Total Cash Outlay including fees	\$2,405,185.25	Not available	\$2,436,665.96	\$2,423,486.07	\$2,428,112.99	\$2,401,968.35	\$2,391,014.50



## United Financial

A Division of HomeTrust Bank

876 Brevard Rd  
Asheville, NC 28806

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February 18, 2022

City of Shelby, NC  
300 South Washington Street  
Shelby, NC 28150

ATT: Beth B. Beam  
Finance Director

Re: Finance proposal for: *Acquisition various rolling stock and equipment as described in attached equipment list of ICP dated 02 07 2022 in the amount of \$2,284,000.*

Dear Beth,

As per your request, we are enclosing under same cover our proposal for the above captioned transaction. This transaction is structured on an annual basis with five (5) annual payments as referenced in Repayment Schedules 1A, 1B, 2A and 2B.

This transaction is calculated at an annual percentage rate of:  
Bank Qualified 1.58%      Non-Bank Qualified 1.92%

There are no closing costs or origination fees related to the transaction.  
The collateral for the transaction will be the equipment as described above.

The bank agrees with the Contract Specifications including the Concluding Payment being calculated at 100.00% of the outstanding balance if the transaction is repaid in advance.

The bank will fund the proceeds into a HomeTrust Bank Escrow/Project Account held at HomeTrust Bank. There will be no fee on the account and interest will be paid to the account based on our current market rates for the account type.

If you have any questions or need additional information, please contact me at your convenience. Thank you for the opportunity to provide this proposal to you.

Very truly yours,

John M. Tench  
Senior Vice President

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Phone 828-684-5643  
Fax 828-684-5616

February 18, 2022

City of Shelby, NC  
300 South Washington Street  
Shelby, NC 28150

ATT: Beth B. Beam,  
Finance Director

**Proposal for Acquisition & Finance of:** Various rolling stock and equipment as described in attached equipment list of the ICP received February 7, 2022 in the amount of \$2,284,000.

Dear Beth,

As a follow-up to your recent request for a proposal regarding the above referenced transaction, United Financial is pleased to offer a finance proposal as follows:

**LESSOR:** United Financial, *A Division of HomeTrust Bank*

**LESSEE:**

**COLLATERAL:** Rolling stock and equipment as described above

**AMOUNT:** Up to \$2,284,000

**START DATE:** Immediately upon funding (estimated the week of March 21, 2022)

**TERM:** 59 Months

**PAYMENTS:**

Option 1: Lease payments will consist of five (5) annual payments as described in attached Repayment Schedule Option 1A.

Option 2: Lease payments will consist of five (5) annual payments as described in attached Repayment Schedule Option 1B.

Option 3: Lease payments will consist of five (5) annual payments as described in Repayment Schedule Option 2A.

Option 4: Lease payments will consist of five (5) annual payments as described in Repayment Schedule Option 2B.

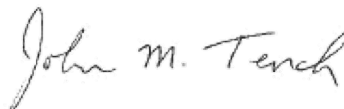
**EXPIRATION:** Lease payment terms quoted herein shall be fixed and held for Lessee through 04/30/2022.

**LEGAL TITLE:** Legal Title to the Equipment during the Lease Term shall vest in the Lessee with Lessor perfecting a first security interest through Equipment Title, UCC, or other filing instruments as may be required by law.

- NET LEASE:** The Lease will be a net lease, under which all cost and responsibility of maintenance, insurance, taxes and other items of a similar nature shall be for the account of Lessee.
  
- INSURANCE:** Lessee shall provide evidence of insurance coverage at the time of delivery of the Equipment, in accordance with the provisions of the Lease.
  
- FINANCIALS:** Lessee shall furnish Lessor with its last three, (3) fiscal years financial statements and its latest interim financial statements, plus such other pertinent information as Lessor may reasonably request.
  
- APPROVAL:** Closing of the transaction(s) described herein, and the implementation hereof is expressly conditioned upon approval of Lessor's Senior Loan Committee, the receipt, review and acceptance of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to deliver and acceptance of the Equipment.
  
- ACCEPTANCE:** Lessee acknowledges that the terms and conditions of this proposal are satisfactory and that upon execution hereof by Lessee this proposal shall constitute a valid and binding obligation of Lessee. As further condition to Lessor's approval hereof, Lessee must acknowledge its acceptance of this proposal by signing below in the space provided and returning it to the Lessor by 03 18 2022.

If you determine that any of these finance structures meet the needs of your organization, please have the appropriate officer indicate the chosen option, place their signature at the bottom of this page, and return it to us via fax, email or US Postal Service. Upon receipt of the signed proposal, we will be in touch with you to make provision for documenting the finance. Thank you for the opportunity to submit this proposal letter for your review and approval. Should you have any question or comments regarding the terms and conditions, or if we can be of any further assistance to you, please do not hesitate to call.

Sincerely,



John M. Tench  
 Senior Vice President  
 Director of Municipal Finance

**ACCEPTED BY:**

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OPTION 1A:** \_\_\_\_\_ **Option 2A:** \_\_\_\_\_

**OPTION 1B:** \_\_\_\_\_ **Option 2B:** \_\_\_\_\_



Nominal Annual Rate: 1.580%

AMORTIZATION SCHEDULE - Start date 03/21/2022, First Payment due 02/21/2023

**Repayment Schedule 1A**

	Date	Payment	Interest	Principal	Balance
Loan	3/21/2022				2,284,000.00
2022 Totals		0.00	0.00	0.00	
1	2/21/2023	478,202.90	33,781.63	444,421.27	1,839,578.73
2023 Totals		478,202.90	33,781.63	444,421.27	
2	2/21/2024	478,202.90	29,065.34	449,137.56	1,390,441.17
2024 Totals		478,202.90	29,065.34	449,137.56	
3	2/21/2025	478,202.90	21,968.97	456,233.93	934,207.24
2025 Totals		478,202.90	21,968.97	456,233.93	
4	2/21/2026	478,202.90	14,760.47	463,442.43	470,764.81
2026 Totals		478,202.90	14,760.47	463,442.43	
5	2/21/2027	478,202.90	7,438.09	470,764.81	0.00
2027 Totals		478,202.90	7,438.09	470,764.81	
Grand Totals		2,391,014.50	107,014.50	2,284,000.00	

Last interest amount increased by 0.01 due to rounding.

Nominal Annual Rate: 1.920%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

**Repayment Schedule 2A**

	Date	Payment	Interest	Principal	Balance
Loan	3/21/2022				2,284,000.00
2022 Totals		0.00	0.00	0.00	
1	2/21/2023	482,863.37	41,051.09	441,812.28	1,842,187.72
2023 Totals		482,863.37	41,051.09	441,812.28	
2	2/21/2024	482,863.37	35,370.00	447,493.37	1,394,694.35
2024 Totals		482,863.37	35,370.00	447,493.37	
3	2/21/2025	482,863.37	26,778.13	456,085.24	938,609.11
2025 Totals		482,863.37	26,778.13	456,085.24	
4	2/21/2026	482,863.37	18,021.29	464,842.08	473,767.03
2026 Totals		482,863.37	18,021.29	464,842.08	
5	2/21/2027	482,863.37	9,096.34	473,767.03	0.00
2027 Totals		482,863.37	9,096.34	473,767.03	
Grand Totals		2,414,316.85	130,316.85	2,284,000.00	

Last interest amount increased by 0.01 due to rounding.

Nominal Annual Rate: 1.580%

**Repayment Schedule 1B**

AMORTIZATION SCHEDULE - Normal Amortization, Start date 03/21/2022, first payment 03/21/2023

	Date	Payment	Interest	Principal	Balance
Loan	3/21/2022				2,284,000.00
2022 Totals		0.00	0.00	0.00	
1	3/21/2023	478,678.58	36,087.20	442,591.38	1,841,408.62
2023 Totals		478,678.58	36,087.20	442,591.38	
2	3/21/2024	478,678.58	29,094.26	449,584.32	1,391,824.30
2024 Totals		478,678.58	29,094.26	449,584.32	
3	3/21/2025	478,678.58	21,990.82	456,687.76	935,136.54
2025 Totals		478,678.58	21,990.82	456,687.76	
4	3/21/2026	478,678.58	14,775.16	463,903.42	471,233.12
2026 Totals		478,678.58	14,775.16	463,903.42	
5	2/21/2027	478,202.92	6,969.80	471,233.12	0.00
2027 Totals		478,202.92	6,969.80	471,233.12	
Grand Totals		2,392,917.24	108,917.24	2,284,000.00	

Nominal Annual Rate: 1.920%

AMORTIZATION SCHEDULE - Normal Amortization, Start date 03/21/2022, first payment 03/21/2023

**Repayment Schedule 2B**

	Date	Payment	Interest	Principal	Balance
Loan	3/21/2022				2,284,000.00
2022 Totals		0.00	0.00	0.00	
1	3/21/2023	483,445.22	43,852.80	439,592.42	1,844,407.58
2023 Totals		483,445.22	43,852.80	439,592.42	
2	3/21/2024	483,445.22	35,412.63	448,032.59	1,396,374.99
2024 Totals		483,445.22	35,412.63	448,032.59	
3	3/21/2025	483,445.22	26,810.40	456,634.82	939,740.17
2025 Totals		483,445.22	26,810.40	456,634.82	
4	3/21/2026	483,445.22	18,043.01	465,402.21	474,337.96
2026 Totals		483,445.22	18,043.01	465,402.21	
5	2/21/2027	482,863.39	8,525.43	474,337.96	0.00
2027 Totals		482,863.39	8,525.43	474,337.96	
Grand Totals		2,416,644.27	132,644.27	2,284,000.00	

RESOLUTION NO. 21-2022

A RESOLUTION APPROVING A FINANCING AGREEMENT AUTHORIZED  
BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the City of Shelby, North Carolina (the “City”) has previously determined to undertake a project for purchase of various types of equipment (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA, meeting in regular session on the 7th day of March 2022 makes the following findings of fact:

Section 1. The City hereby determines to finance the Project through United Financial (A Division of HomeTrust Bank), in accordance with the proposal dated February 18th, 2022. The amount of the financing shall not exceed \$2,284,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.58%, and the financing term shall not exceed fifty-nine (59) months from closing.

Section 2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver all Financing Documents, and to take any such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and a Project Fund Agreement as United Financial (A Division of HomeTrust Bank) may request.

Section 3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have

been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Documents for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

Section 4. The City shall not take or omit to take any action, the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purpose of the registered owners on the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Document as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3) if applicable.

Section 5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.

This resolution is effective upon its adoption the 7th day of March A. D. 2022.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

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Carol S. Williams  
Interim City Clerk

APPROVED AS TO FORM:

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Andrea Leslie-Fite  
City Staff Attorney

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

E. New Business

Agenda Item E-1

- 1) Adoption of Fiscal Year (FY) 2021-2022 Budget Ordinance Amendment No. 7:  
Ordinance No. 11-2022

**New Business Item: (Rick Howell, City Manager and Justin Merritt,  
Assistant City Manager)**

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- Memorandum dated March 1, 2022 from Justin Merritt, Assistant City Manager to Rick Howell, City Manager
- Grant Incentive Payment Schedule with Huesker, Inc.
- Letter dated February 15, 2022 from Huesker, Inc.
- Copies of 2021 Tax bills
- Copy of Resolution No. 35-2015 and Agreement between City of Shelby and Huesker, Inc.
- Ordinance No. 11-2022

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City Manager's Recommendation / Comments

Ordinance No. 11-2022 is presented for City Council consideration at this time. If approved this amendment would formally appropriate the incentive grant for Tax Year 2021. This is the final year of a five year agreement with Huesker, Inc. The approved grant covers a five year period at 40% grant incentive payment back to the company. The original proposed net new investment by the company was \$8,000,000 with the actual investment upon completion totals \$7,851,000.

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

**It is recommended that Ordinance No. 11-2022 be adopted and approved at this time.**



To: Rick Howell, City Manager  
From: Justin S. Merritt, Assistant City Manager  
Date: March 1, 2022  
Subject: Huesker Inc. Industrial Incentive Grant Distribution

Background:

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

Huesker Incorporated has now met the requirements for year five, the final year, of the grant payment and has asked for the distribution to be made.

Recommendation:

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



**Huesker, Inc.**  
**City Incentive Grant Payment Schedule**

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

Column1 Tax Year (Fiscal Yr.)	Column2 2017-18	Column3 2018-19	Column4 2019-20	Column5 2020-21	Column6 2021-22	Column7 Totals
% authorized	40%	40%	40%	40%	40%	N/A
Estimated net new investment	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	N/A
Current City Tax Rate per \$100	0.004972	0.005225	0.005225	0.005225	0.005175	N/A
Estimated City Tax Levy	\$ 39,776	\$ 41,800	\$ 41,800	\$ 41,800	\$ 41,400	\$ 206,576
Calculated Grant Incentive Payment	\$ 15,910.40	\$ 16,720	\$ 16,720	\$ 16,720	\$ 16,560	\$ 49,350
Actual net new investment#	\$ 6,730,162	\$ 7,644,791	\$ 7,851,361	\$ 8,328,712	\$ 8,442,080	N/A
Current City Tax Rate per \$100	0.004972	0.005225	0.005225	0.005225	0.005175	N/A
Actual City Tax Levy#	\$ 33,462	\$ 39,944	\$ 41,023	\$ 43,518	\$ 43,688	\$ 114,430
Actual Grant Incentive Payment	13,384.95	15,977.61	16,409.34	17,407.01	17,475.11	45,771.90
<b>Difference</b>	<b>\$ 6,314</b>	<b>\$ 1,856</b>	<b>\$ 777</b>	<b>\$ (1,718)</b>	<b>\$ (2,288)</b>	<b>N/A</b>

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

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

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



Ideas. Engineers. Innovations.

February 15, 2022

Justin Merritt, Finance Director  
City Hall  
300 South Washington Street  
Shelby, NC 28150

Dear Mr. Merritt,

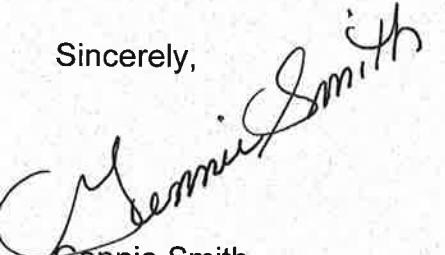
Referencing our Incentives Agreement between HUESKER Inc and Cleveland County dated June 15, 2015, we are requesting payment of the Incentive Grant for year 2021. Regarding this request, we are certifying the following:

- All Grant criteria have been satisfied;
- We agree to the assessed value as determined by the County Tax Assessor;
- All applicable local taxes on the assessed value have been paid.

Please direct any questions and payment to:

HUESKER Inc  
3701 Arco Corporate Drive, Suite 525  
Charlotte, NC 28273  
Attn: Gennie Smith

Sincerely,



Gennie Smith  
Accounting/Office Manager

/gls

# Cleveland County

Tax Collector  
P.O. Box 760  
Shelby, North Carolina 28151  
Address Service Requested



**ORIGINAL BILL**

## PROPERTY TAX NOTICE

- Pay by August 31 to receive 1/2 of 1% discount.
- Par: September 1 thru January 5. Interest begins on Jan. 6 at a rate of 2% and accrues by 3/4% each month thereafter. Advertising and legal fees may apply.
- Payments submitted by mail are deemed to be received as of the date of the U.S. Postal Service postmark.
- Liens on unpaid real estate tax will be advertised in March.
- Garnishment, Attachment of funds, Attachment of state tax refund, and Levy, may be initiated after January 5.
- Value, situs, and taxability of personal property may be appealed within 30 days of the billing date.
- Returned checks: NCGS 105-357 requires a penalty of \$25 or 10% whichever is greater.
- For on-line payment go to [www.clevelandcountytaxes.com](http://www.clevelandcountytaxes.com).
- Cleveland County collects property tax for municipalities and other special districts. Please see reverse side for detailed information on tax rates.

\*\*\*\*\*AUTO\*\*ALL FOR AADC 280  
10536734 1747-PTN 37495 1 1 1



HUESKER INC  
PO BOX 411529  
CHARLOTTE NC 28241-1529



YEAR	PARCEL NO.	PROPERTY DESCRIPTION	REAL VALUE
2021		PERSONAL PROPERTY	

BILLING DATE	DIST.	EXEMPTION	LAND USE	PERSONAL VALUE	TOTAL VALUE
7/26/2021	5			2,713,163	2,713,163

TAXING DISTRICT	RATE PER \$100	AMOUNT DUE
COUNTY GENERAL TAX	.54750	14,854.55
CONSOLIDATED SCHOOL DIST	.14000	3,798.43
CITY OF SHELBY	.51750	14,040.61
LATE LIST PENALTY		
SOLID WASTE USER FEE <u>0</u>		
EARLY PAY DISCOUNT (VALID ONLY THRU AUG. 31)		\$ 32,530.12
• TAXES DUE SEPTEMBER 1ST • INTEREST BEGINS JANUARY 6TH	TOTAL DUE SEPT. 1 THRU JAN. 5	\$ 32,693.59

ACCT NO. 1314059  
REC. NO.  
SEQ. NO.  
BILL NO. 4116342

OFFICE LOCATION  
311 E. Marion Street  
Shelby, NC

HOURS  
8:00 am to 5:00 pm  
Monday thru Friday  
(704) 476-3003 Real Property  
(704) 484-4846 Personal Property  
(704) 484-4843 Collections

**KEEP THIS PORTION FOR YOUR RECORDS**

**PLEASE RETURN LOWER PORTION WITH PAYMENT**

If your property taxes are paid through an escrow account, this notice is for information only.

ACCT NO. 1314059 REC. NO. SEQ. NO. BILL NO. 4116342

IMPORTANT - FOR ADDRESS CHANGE:  
CHECK BOX TO LEFT AND PRINT CORRECT  
ADDRESS BELOW.

YEAR	DIST.	PARCEL NO.	EXEMPT	LU	EARLY PAY DISCOUNT (VALID ONLY THRU AUGUST 31)
2021	5				\$ 32,530.12

BILLING DATE	DUE DATE	INTEREST BEGINS	PAY THIS AMOUNT SEPTEMBER 1 THRU JANUARY 5
7/26/2021	9/01/2021	1/06/2022	\$ 32,693.59

MAKE CHECK PAYABLE TO CLEVELAND COUNTY TAX COLLECTOR  
AND REMIT IN THE ENCLOSED PAYMENT ENVELOPE

Cleveland County Tax Collector  
P.O. Box 760  
Shelby, North Carolina 28151

**HUESKER**

ideas. Engineers. Innovations.

HUESKER Inc.  
P.O. Box 411529  
Charlotte, NC 28241  
(704) 588-5500 (800) 942-9418

1314059

Bank of America

ACCOUNT NUMBER

05-19-530

41812

THIRTY-TWO THOUSAND SIX HUNDRED NINETY-THREE USD and 59/100 \*\*

DATE

AMOUNT

12/29/2021 \*\*\*\*\*32,693.59\*

PAY TO THE ORDER OF

Cleveland County  
Tax Collector  
PO Box 760  
Shelby NC 28151-0760

*[Handwritten Signature]*

AUTHORIZED SIGNATURE

Security Features Details on back.

⑆0109604520⑆E⑆199100050⑆⑆23702540364⑆

This security feature is not listed, proceed with caution.  
Security Features: No. 1 document alteration: No. 2 type in line appears line when placed on light. Spots may appear with alteration.  
Security Screen: "Original Document" on back of check.  
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

HOME TRUST BANK 01/06/2022 253170279 3965 0267

01062022 3965 110 0002 253170279

ENCLOSE HERE  
PAY TO THE ORDER OF  
HOME TRUST BANK  
SHELBY, NC  
⑆ 253170279 ⑆  
FOR DEPOSIT ONLY  
CHECK HERE AND COUNTY OF NICHOLAS DEPOSIT  
000198812  
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
NEEDED FOR FINANCIAL INSTITUTION USE  
DATE

10536734-37496-1-1\*1,2

Cleveland County  
Tax Collector  
P.O. Box 760  
Shelby, North Carolina 28151  
Address Service Requested



ORIGINAL BILL

PROPERTY TAX NOTICE

- Pay by August 31 to receive 1/2 of 1% discount.
- Par: September 1 thru January 5. Interest begins on Jan. 6 at a rate of 2% and accrues by 3/4% each month thereafter. Advertising and legal fees may apply.
- Payments submitted by mail are deemed to be received as of the date of the U.S. Postal Service postmark.
- Liens on unpaid real estate tax will be advertised in March.
- Garnishment, Attachment of funds, Attachment of state tax refund, and Levy, may be initiated after January 5.
- Value, situs, and taxability of personal property may be appealed within 30 days of the billing date.
- Returned checks: NCGS 105-357 requires a penalty of \$25 or 10% whichever is greater.
- For on-line payment go to [www.clevelandcountytaxes.com](http://www.clevelandcountytaxes.com).
- Cleveland County collects property tax for municipalities and other special districts. Please see reverse side for detailed information on tax rates.

1747PPTN 7/6/21 PMS347 Y.K. Part 3.5

\*\*\*\*\*AUTO\*\*ALL FOR AADC 280  
10536734 1747-PTN 37496 1 1 1



HUESKER, PROPERTY COMPANY LLC  
PO BOX 411529  
CHARLOTTE NC 28241-1529



YEAR	PARCEL NO.	PROPERTY DESCRIPTION	REAL VALUE
2021	30493	19.1AC HWY 74 W	6,909,323

BILLING DATE	DIST.	EXEMPTION	LAND USE	PERSONAL VALUE	TOTAL VALUE
7/26/2021	5				6,909,323

TAXING DISTRICT	RATE PER \$100	AMOUNT DUE
COUNTY GENERAL TAX	.54750	37,828.54
CONSOLIDATED SCHOOL DIST	.14000	9,673.05
CITY OF SHELBY	.51750	35,755.75
LATE LIST PENALTY		
SOLID WASTE USER FEE 0		
EARLY PAY DISCOUNT (VALID ONLY THRU AUG. 31)		\$ 82,841.05
• TAXES DUE SEPTEMBER 1ST • INTEREST BEGINS JANUARY 6TH	TOTAL DUE SEPT. 1 THRU JAN. 5	\$ 83,257.34

ACCT NO. 1238596  
REC. NO.  
SEQ. NO. 30493  
BILL NO. 4096152

OFFICE LOCATION  
311 E. Marion Street  
Shelby, NC

HOURS  
8:00 am to 5:00 pm  
Monday thru Friday  
(704) 476-3003 Real Property  
(704) 484-4846 Personal Property  
(704) 484-4843 Collections

KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN LOWER PORTION WITH PAYMENT

If your property taxes are paid through an escrow account, this notice is for information only.

ACCT NO. 1238596 REC. NO. SEQ. NO. 30493 BILL NO. 4096152

YEAR	DIST.	PARCEL NO.	EXEMPT	LU	EARLY PAY DISCOUNT (VALID ONLY THRU AUGUST 31)
2021	5	30493			\$ 82,841.05
BILLING DATE	DUE DATE	INTEREST BEGINS	PAY THIS AMOUNT SEPTEMBER 1 THRU JANUARY 5		
7/26/2021	9/01/2021	1/06/2022	\$ 83,257.34		

MAKE CHECK PAYABLE TO CLEVELAND COUNTY TAX COLLECTOR AND REMIT IN THE ENCLOSED PAYMENT ENVELOPE

Cleveland County Tax Collector  
P.O. Box 760  
Shelby, North Carolina 28151

**HUESKER**

Word. Crafted. Innovation.

HUESKER Property Company, LLC  
P.O. Box 411529  
Charlotte, NC 28241  
(704) 588-5500 (800) 942-9418

1238596

Bank of America

ACHAT 10/20/18

66-18/530

1146

\*\* EIGHTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN USD and 34/100 \*\*

DATE

AMOUNT

12/15/2021 \*\*\*\*\*83,257.34\*

PAY  
TO THE  
ORDER  
OF

Cleveland County  
Tax Collector  
PO Box 760  
Shelby NC 28151-0760

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

Security Features. Details on back.

⑆001146⑆ ⑆053000196⑆ 237025403620⑆

HOMETRUST BANK 12/22/2021 253170279 4127 0054  
SHELBY MAIN 110  
101731209255 0054

12/22/2021 4127 110 0054 253170279

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
ACCEPTED FOR DEPOSIT ONLY

ENDORSE HERE  
PAY TO THE ORDER OF  
HOMETRUST BANK  
SHELBY, NC  
FOR DEPOSIT ONLY  
253170279  
CLEVELAND COUNTY TAX  
00013906142

ENDORSE HERE

PAY TO THE ORDER OF

HOMETRUST BANK

SHELBY, NC

FOR DEPOSIT ONLY

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

ACCEPTED FOR DEPOSIT ONLY

ENDORSE HERE

PAY TO THE ORDER OF

HOMETRUST BANK

SHELBY, NC

FOR DEPOSIT ONLY

253170279

CLEVELAND COUNTY TAX

00013906142

ENDORSE HERE

PAY TO THE ORDER OF

HOMETRUST BANK

SHELBY, NC

FOR DEPOSIT ONLY

253170279

CLEVELAND COUNTY TAX

00013906142

ENDORSE HERE

PAY TO THE ORDER OF

HOMETRUST BANK

SHELBY, NC

FOR DEPOSIT ONLY

253170279

CLEVELAND COUNTY TAX

00013906142

RESOLUTION NO. 35-2015

A RESOLUTION CONFIRMING THE CITY OF SHELBY'S  
INTENT TO OFFER AN ECONOMIC DEVELOPMENT INCENTIVE GRANT

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

WHEREAS, the Cleveland County Economic Development Partnership has presented a qualifying economic development project named "Project Stallion" (the "Project") with an total expected investment valued at approximately \$8 Million of net new investment which shall be eligible for incentives through the policy; and,

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

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

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

Section 1. In accordance with the City's economic development incentive practices, the City Council extends to the Project by agreement the offer to provide annual grants with an amount equal to 40 percent of the taxes paid to the City on the net new taxable investment of the project over a period of five (5) years. The grant award is subject to execution of a legal agreement drafted in accordance with the provisions of North Carolina General Statute § 158-7.1, said agreement describing the Project and stating expected benchmarks and recourse for non-compliance. The City Manager and City Attorney are hereby authorized and directed to negotiate the language of said legal agreement for presentation to and final approval by the City Council, and to record the approved agreement in the Office of the Register of Deeds for Cleveland County.

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

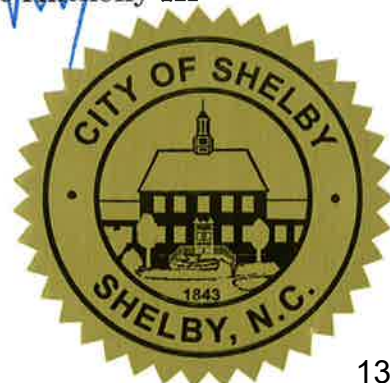
Section 3. This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 15<sup>th</sup> day of June 2015.

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

ATTEST:

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





CITY OF SHELBY

STATE OF NORTH CAROLINA

AGREEMENT

This Agreement is made and entered into as of the 15th day of June, 2015, by and between the **CITY OF SHELBY, NORTH CAROLINA**, a Municipal Corporation of the State of North Carolina, hereinafter referred to as "City"; and **HUESKER, INC.**, a North Carolina corporation and its Affiliates (defined below), now or hereafter with property in the City, hereinafter referred to as "Grantee." The location where the new jobs and investment are to be created is 1901 West Dixon Boulevard, City of Shelby, in Cleveland County, North Carolina, and hereinafter referred to as the "Facility."

W I T N E S S E T H

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

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

WHEREAS, it has been determined by the Council, following a public hearing on June 15, 2015, that Grantee meets the criteria for participation in the Program due to the Grantee's intention to create over the next five (5) years approximately twenty (20) new, permanent full-time jobs with an annual average wage of Forty Five Thousand Dollars (\$45,000.00), and create approximately Eight Million Dollars (\$8,000,000.00) in new total investment, as defined by Chapter 105 of N.C. General Statutes, in building expansion (approximately Four Million, Five Hundred Thousand Dollars), machinery & equipment (approximately Three Million, Five Hundred Thousand Dollars) and other assets of the business (the "Project"), which will increase the population, taxable property base and business prospects for the City, and that certain incentives for the Project (the "Incentives") will encourage the Grantee to expand its operations in the City, and that it is in the public interest to provide assistance as authorized by North Carolina General Statute 158-7.1; and,

WHEREAS, Grantee acknowledges that the Incentives provided pursuant to this Agreement have served as inducement for Grantee to install its capital investment in the City;

NOW, THEREFORE, in consideration of the reasons recited above, and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. **Grant Criteria.** Grantee shall comply with the following conditions in order to qualify for initial and continuing grant payments pursuant to this Agreement. These conditions shall be referred to hereinafter as the “Grant Criteria.”

- (a) The Grantee shall begin operating the Project within twenty-four (24) months of the execution of this Agreement.
- (b) The Grantee shall maintain the investment in the Project (subject to normal depreciation) in the City for the duration of the Grant Term (hereinafter defined in Section 3).
- (c) The Grantee shall operate the Project substantially in compliance with all laws, rules, regulations, ordinances, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.
- (d) The City shall not be responsible for any aspect of the design or construction of the Project.
- (e) The Grantee shall be current in the payment of all ad valorem taxes, utility charges, and fees imposed on the Grantee by the City and Cleveland County.
- (f) The Grantee shall, as of January 1 of each year during the Grant Term, list its buildings, machinery and equipment associated with the Project separately so that the City can identify incentivized vs. non-incentivized investment.

2. **Certification of Grant Criteria by the Grantee.**

(a) In each year of the Grant Term, the Grantee shall request payment of an Incentive Grant from the City. In connection with each request for payment of the Incentive Grant, the Grantee 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 Grantee shall fail to request payment of the Incentive Grant during any year of the Grant Term, the Incentive Grant for that year shall be permanently forfeited.

(b) Upon receipt of such certification from the Grantee, the Cleveland County Tax Assessor shall determine, as of January 1<sup>st</sup> for 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) The Grantee acknowledges that it has been informed by the City that the City is required by law, upon request, to disclose “Public Records” as that term is defined by N. C. Gen. Stat. 132.1. Notwithstanding the immediately preceding sentence, the City acknowledges that some or all of the information made available by the 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 of the information made available to the City pursuant to this Agreement may be designated by the Grantee as confidential and as a trade secret at the time of disclosure to the City. The City, to the fullest extent allowed by state law, will hold such designated information as confidential. The City shall, if it receives a request for disclosure of any such information, promptly notify the Grantee of such request so that the Grantee may defend any claims or

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

### **3. Grant Term and Payment.**

**Grant Term.** The Grant Term will begin on January 1, 2018 upon verification that Grantee has (i) satisfied all the Grant Criteria, (ii) agreed to the Assessed Value of the Project as determined by Cleveland County's Tax Assessor; and (iii) paid all applicable local taxes on the Assessed Value. The Grant Term will continue for five (5) consecutive calendar years following verification as long as the Grant Criteria remain satisfied.

(a) **Calculation of Grant Amount.** Upon such verification, Cleveland County's Tax Assessor, as of January 1<sup>st</sup> of each of the five (5) calendar years of this Agreement, shall determine the "net new taxable investment of the Project". For purposes of determining the net new taxable investment of the Project, the assessed value of the Grantee's property as of January 1, 2015, shall be used as a Base. The Tax Assessor's appraised value of the net new taxable investment of the project as of January 1<sup>st</sup> of each of the five (5) calendar years of this Agreement shall be multiplied by the City tax rate then in effect (currently .00435) which amount shall then be multiplied by forty percent (40%) and the resulting figure shall be the amount of the grant award to the Grantee for that fiscal year. It is the express intent of the parties that no grant funds shall be paid by City pursuant to this Agreement until Grantee has first paid all applicable taxes due City and Cleveland County.

(b) **Grant Criteria Compliance.** Grant payments shall continue throughout the Grant Term only so long as Grantee continues to satisfy the Grant Criteria. Grantee agrees to cooperate with City by providing such information and such access to Grantee's records as may be necessary to verify and substantiate initial and ongoing compliance with the Grant Criteria. If 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.

**4. Tax Payments.** If the Grantee at any time during the 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 Grantee 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 Grantee stating that taxes are delinquent. If the taxes have not been paid upon the expiration of this thirty (30) day period of Grantee's receipt of notice, then City may terminate this Agreement.

**5. Notice.** Formal notices, demands, and communications between the City and the Grantee 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 Grantee. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder.

**If to City:**

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

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

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

**If to the Grantee:**

Albert E. Guarnieri  
Parker Poe Adams & Bernstein LLP  
401 S. Tryon Street, Suite 3000  
Charlotte, NC 28202

**6. Grant Payments.** Once the Grantee has complied with the grant criteria, payments shall be paid to the Grantee in an annual amount as determined by subparagraph (a) of paragraph 3 above after July 31 of each calendar year for the five (5) calendar years of the Grant Term as long as the Grantee remains compliant with this Agreement.

**7. Agreement Terms.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. If this Agreement, or any provision thereof, 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.

**8. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Cleveland County, North Carolina.

**9. Paragraph Headings.** 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.

**10. Assignment, etc.** Grantee shall not assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of City which consent shall not be unreasonably withheld; provided Grantee may assign or transfer any rights or interest under this Agreement to an Affiliate upon notice to the City, but without the City's consent. 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. For purposes of this Agreement, an "Affiliate" shall mean, any current or future Entity (defined below) which controls, is controlled by, or is under common

control with , Grantee. For purposes of this definition only, “control” means (i) direct or indirect ownership of at least fifty percent (50%) of the shares of the subject Entity entitled to vote in the election of directors (or, in the case of an Entity that is not a corporation, for the election of the corresponding managing authority), or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity. “Entity” means a person, corporation, partnership, association, limited liability company, unincorporated organization, firm, or other entity.

**11. Default.** It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) If Grantee, except in the event of force majeure, shall fail to fulfill the provisions of this Agreement; or
- (b) If Grantee shall fail to observe and perform any material provision of this Agreement and such failure shall continue for a period of thirty (30) or more days after the giving by the City of written notice of such failure to Grantee; or
- (c) If any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by Grantee to the City in connection with the transaction described in this Agreement shall be false or misleading in any material respect when given; or
- (d) If Grantee shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; 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 any substantial part of its property; files a petition or answer seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; or
- (e) If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Grantee or of the whole or any substantial part of its properties, or approves a petition filed against Grantee seeking reorganization or arrangement or similar relief under the federal bankruptcy laws or any other applicable law or statute; 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 Grantee or of the whole or any substantial part of its properties.

**12. Statutory Authority for Incentive Grant.** Both Grantee and the City acknowledge that any and all monies appropriated and expended by the City for economic development incentives as provided in this Agreement are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statute 158-7.1. The City represents and warrants to the Grantee that the City has made all findings and determinations required by law and has taken all action necessary to authorize the approval of the incentives described herein and the execution, delivery and performance of this Agreement, and that this Agreement is a valid, legal and binding obligation of the City, enforceable against it in accordance with its terms. In the event a court of competent jurisdiction, after final appeal, rules in a lawsuit to which either Grantee 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 North Carolina General Statute 158-7.1 and, further, that such monies must be repaid, Grantee will make such repayment. If any incentives provided hereunder, including the Incentive Grants, or any portion thereof, are deemed by a court of competent jurisdiction to be ultra vires or not authorized by the laws or Constitution of the State of North Carolina, then the City will use reasonable efforts to provide to the Grantee equivalent incentives (support having a similar financial net present value) as allowed by law. 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 Grantee will indemnify such elected officials individually to the extent of the monies expended by the City pursuant to this Agreement, but exclusive of court costs and attorney fees. The City agrees to maintain adequate public official liability coverage, consistent with that maintained by other similarly situated cities in North Carolina. City agrees to require that its insurer(s) providing such coverage waive any subrogation rights it or they may have against Grantee in connection with such coverage, and City waives (on behalf of itself and its insurer) any claim or subrogation rights against Grantee to the extent covered by such insurance coverage. In the event one or more lawsuits are brought against the City or any City elected official challenging the legality of this Agreement, then (a) the City shall exercise its best efforts to defend against any and all such lawsuits, including appealing any adverse judgment to the appropriate Court, and (b) the City will promptly notify the Grantee in writing and allow the Grantee to participate in the defense of any challenge, at the Grantee's expense and with counsel of the Grantee's choosing. The indemnification by the Grantee shall not apply if neither the Grantee nor any of its representatives participated in the improper acts of the City officials.

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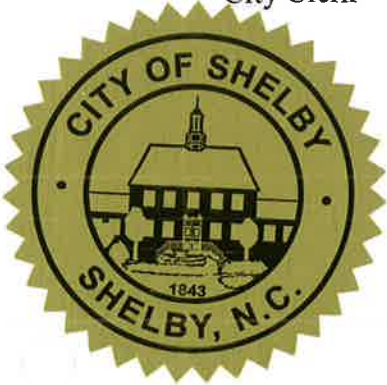
IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

**CITY OF SHELBY,  
NORTH CAROLINA**

ATTEST:

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

By: O. Stanhope Anthony, III  
O. Stanhope Anthony, III,  
Mayor



**HUESKER, Inc.**

By: Sven Schröer 7/6/15

Title: Sven Schröer  
CEO

ORDINANCE NO. 11-2022

CITY OF SHELBY  
FY 2021-2022 BUDGET ORDINANCE AMENDMENT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act, the City of Shelby finds it advisable and necessary to revise and amend its annual budget for FY 2021-2022; and,

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

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

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

Section 1. Ordinance No. 23-2021, the City's FY 2021-2022 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 7 for the year:

(A) The City of Shelby, via resolution 35-2015, approved incentive agreements and awarded Industrial Incentive Grants to Huesker Inc. Huesker Inc. has now met the requirements for distribution of grant funds for the fifth and final year of their incentive. Accordingly, the following budget modifications are approved in accordance with the chart of accounts heretofore established for the City of Shelby.

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

- |   |          |
|---|----------|
| (a) Increase 11001000-39900<br>Fund Balance Appropriated              | \$17,475 |
| (b) Increase 110495-49230<br>Transferred to Economic Development Fund | \$17,475 |

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

- |   |          |
|---|----------|
| (a) Increase 23009000-39000<br>Transferred from Other Funds | \$17,475 |
| (b) Increase 230590-42006<br>Economic Development           | \$17,475 |



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

	<u>Current Budget</u>	<u>Amendment No. 7</u>
General Fund	\$ 34,544,497	\$ 34,561,972
Emergency Telephone System Fund	107,000	107,000
Powell Bill Fund	515,000	515,000
Economic Dev. Fund	765,097	782,572
Housing Fund	1,836,751	1,836,751
Cemetery Fund	30,000	30,000
Utilities-Water Fund	6,438,171	6,438,171
Utilities-Sewer Fund	6,942,644	6,942,644
Utilities-Electric Fund	27,729,455	27,729,455
Utilities-Gas Fund	16,576,250	16,576,250
Utilities – Stormwater Fund	840,520	840,520
FY 2021-2022 Budget Total	<u>\$ 96,325,385</u>	<u>\$ 96,360,335</u>

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

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

Adopted and approved this the 7th day of March A. D. 2022.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

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Carol S. Williams  
Interim City Clerk

APPROVED AS TO FORM:

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Andrea Leslie-Fite  
City Attorney

City of Shelby  
Agenda Item Summary  
March 7, 2022  
Council Chambers

Agenda Item: F

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: G

Council Announcements and Remarks

H. Closed Session:

- 1) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract pursuant to North Carolina General Statute 143-318.11 (a)(5).

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