

Shelby City Council Agenda
Regular Meeting
August 1, 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) Commercial and Residential Development Presentation – Walter Scharer, Director of Planning and Development Services 1 - 2
- 2) Uptown Shelby Association update – Audrey Whetten Godfrey, Executive Director 3 - 5

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 July 18, 2022 6 - 12
- 2) Approval of Special Event Application: 13 - 18
 - a) SHS Homecoming Parade, requested date: September 30, 2022
- 3) Management Reports: 19 - 61
 - a. Planning and Development Summary – June 2022
 - b. Financial Summary – June 2022

D. Unfinished Business:

- | | |
|--|----------------|
| 1) SECOND READING: An Ordinance amending Chapters 1, 10, 16, 20, 30, 32, 34 of the City of Shelby Code of Ordinances: Ordinance No. 46-2022 | 62 - 69 |
| 2) SECOND READING: An Ordinance amending Chapter 12 of the City of Shelby Code of Ordinances: Ordinance No. 47-2022 | 70 - 73 |

E. New Business:

- | | |
|--|----------------|
| 1) Consideration of appointment to the North Carolina Municipal Power Agency 1 (NCMPA1) Board of Commissioners as Second Alternate: | 74 - 76 |
| <i>Currently:</i> Commissioner: Rick Howell | |
| 1 st Alternate: Justin Merritt | |
| 2 nd Alternate: Julie McMurry | |
| 2) Consideration of a Resolution in support of Destination Cleveland County and authorizing the execution of a Lease and Security Instrument in favor of the City of Shelby: Resolution No. 58-2022 | 77 - 93 |

F. City Manager's Report **94**

G. Council Announcements and Remarks **94**

H. Adjournment: **94**

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

- 1) **Motion to adjourn**

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

B. Special Presentations:

Agenda Item B-1

- 1) Commercial and Residential Development Presentation – Walt Scharer, Director of Planning and Development Services

Comments: (Rick Howell, City Manager, Presenting: Walt Scharer)

- Memorandum dated July 22, 2022 from Walt Scharer, Planning Director to Rick Howell, City Manager

City Manager's Recommendation / Comments

This time is scheduled on City Council agenda to hear a special presentation from the Planning and Development Services Department. The City is beginning to experience some increase in residential development. Looking at the recent past this growth could be considered substantial but definitely manageable. The potential for residential development activity is much more significant. Preparing and planning for the potential growth is always a challenge and I have asked staff to stay on top of addressing the issues that come with this growth. Examples of issues that require the City to pay close attention include; 1) availability of electric transformers, 2) existing water and sewer system capacity, 3) capacity of existing solid waste collection infrastructure, 4) impact of traffic on existing streets, and many others. It is a “good” problem to have to address. As such I felt as if Council needed a broad overview of the potential developments that could occur. I have asked staff to categorize them from “under construction to plans submitted to preliminary. This will give you a sense of where developers have actually spent money to buy property and actually start construction.

It is important for you as the governing body to have a good big picture view of growth that is occurring. Not only for informational purposes but also for budgetary and policy development. Growth often comes with an upfront cost that can go overlooked if management is not on top of it. Most of the time revenues trail actual costs especially as it relates to the provision of services. An example might be that electric transformers for proposed developments may need to be ordered/purchased months in advance of the actual start of construction of a residential neighborhood so that they can be installed as homes are built. Only when homes are built, purchased and occupied do customers start receiving and paying electric bills. The payback can often be years depending upon the pace of actual construction and occupancy of the homes.

As I have mentioned previously it is my intent to regularly schedule special presentations to update Council on both short and long term issues it will face with the purpose of informing and educating so that you can make the best decisions possible for the City.



Memorandum

To: Rick Howell - City Manager
From: Walter Scharer – Planning Director
Date: July 22, 2022
Subject: Commercial and Residential Development Presentation

Executive Summary of Issue – Background

The City of Shelby is experiencing an increase in Commercial and Residential Development. 64 Residential permits have been issued this year. Four more than in 2021.

Review and Comments

I have prepared a special presentation to show Council the various stages of development currently in the City to date.

Recommendation

Please schedule a special presentation for City Council at the next City Council meeting on August 1, 2022.

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

Agenda Item B-2

2) Uptown Shelby Association update – Audrey Whetten Godfrey, Executive Director

**Presenting: (Audrey Whetten Godfrey, Uptown Shelby Association,
Executive Director)**

➤ Presentation handout to be given at Council meeting

City Manager's Recommendation / Comments

This time is scheduled on your agenda to allow Audrey Whetten Godfrey, Executive Director of Uptown Shelby Association, to update the City Council. I've asked Mrs. Godfrey to update us on a quarterly basis.



Uptown Shelby Association Update

August 1, 2022

Audrey Whetten Godfrey, Executive Director

awhetten@uptownshelby.com

704-484-3100

I am pleased to share a summary of recent efforts. We place great importance on working with the City to continue strengthening our Uptown district and our community, and welcome feedback or questions at any time.

HIGHLIGHTS

- We have worked closely with City staff this summer on **local and federal advocacy to support the 2022 RAISE grant application**. We are eagerly awaiting the decision from US DOT as this trail would be transformative for Uptown and our community. We deeply appreciate City Council's leadership and foresight in prioritizing this project by dedicating funding and staff time to move it forward.
- Recent & upcoming **marketing campaigns**
 - Thank you for the 2022 tourism grant!
 - New business directory and calendar plug-ins on our website
 - Targeted digital ad campaigns to generate overnight stays from likely regional visitors
 - Visibility at the Earl Scruggs Music Festival to drive visitors to Shelby – during the festival but also before and after
 - Strong Shelby Alive marketing push
 - Acrylic table toppers
 - Variety of paid digital & print ads, plus the digital billboard on the highway
- We are having fun building out our **volunteer program** through our Shelby Alive concerts and will be recruiting for a variety of events this fall as well. It is both humbling and inspiring to see people living their civic pride and giving their time selflessly for the good of our community.
- New this year: **City Employee Appreciation Nights at Shelby Alive** – showing appreciation to our public servants along with bringing new faces to our concerts
- Holiday news: We will be putting out an **RFP for a new carriage ride provider**; please have anyone you know who might be interested contact us.
- We continue to support prospective, new, and existing **entrepreneurs** through consultations, sharing information about available properties, resources, and educational opportunities.

Business & Property News

- We are thrilled that the **Rogers Theater has been purchased** by an energetic, young local couple. They plan to put two retail spaces in the front and convert the auditorium & mezzanine into a social lounge. More information about the project is at www.therogers theater.com.
- We appreciate the City's leadership on the Opportunity Appalachia technical assistance grant to explore the redevelopment of the **Hotel Charles**.
- SRI/Broad River Campground office – 211 S. Washington St
- The Enchanted Bakehouse – coming soon to 101 N. Trade St
- Keller Williams Real Estate – 213-1 S. Washington St
- TR Lawing Realty – 123 N. Lafayette St – expanding into the rest of their existing space

I recently did a deep dive into our business inventory, and discovered that we now have about **235** known businesses, organizations, and institutions in Uptown Shelby. This includes everything from churches to storefront retail/restaurants to upper story studios & offices. When I started, the count of known entities was **145**, which means we've seen a **62% increase** in the last 9 years.

please see reverse for recent & upcoming events →

UPCOMING EVENTS

- **Shelby Alive concerts** – 6-9 pm at the Bobby Bell Pavilion
 - August 18 – JAVA Band
 - September 15 – Donna The Buffalo
- **Art Pop Uptown** – Oct 13 – co-hosted with Cleveland County Arts Council
- **Seeds in Season** – tentatively Oct 29
- **Holiday events** (more coming soon!)
 - Nov 17 – Holiday open house
 - Nov 25 – Tree lighting
 - Nov 26 – Small Business Saturday
 - Dec 18 – Christmas Parade
- **Other events in Uptown hosted by community partners:**
 - Aug 6 – 7th Inning Stretch Festival
 - Aug 13 – Pickin’ on the Square
 - Sept 17 – Chalk Fest
 - Oct 15 – Mush Music & Mutts Festival
 - Wednesday & Saturday markets – Foothills Farmers Market
 - Concerts, exhibit, programs at the Earl Scruggs Center
 - Concerts at the Don Gibson Theatre
 - Exhibit openings & classes at the Cleveland County Arts Council

RECENT EVENTS

- **Art Walk** – April 7 – co-hosted with the Cleveland County Arts Council
- Second Saturday **blood drives**
- **Strings on the Square** – May 27
- **Make Music Day** – June 21
- **Shelby Alive concerts**
 - May 19
 - June 16
 - July 21

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

C. Consent Agenda:

Agenda Item: C-1

- 1) Approval of the Minutes of the Regular Meeting of July 18, 2022

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

Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Regular Meeting of July 18, 2022

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

July 18, 2022
Monday, 6:00 p.m.

Present: Mayor O. Stanhope Anthony III, presiding; Council Members 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 Benjamin (Ben) Yarboro, City Attorney Andrea Leslie-Fite, City Clerk Carol Williams, Deputy City Clerk Breanna Jones, Public Information and Communications Officer Chip Nuhrah, Director of Human Resources Deborah (Deb) Jolly, Police Chief Jeffrey (Jeff) Ledford, Fire Chief William Hunt, EFO, Director of Water Resources David Hux, Interim Public Works Director Scott Black, and Jennipher H. Harrill, Social Media Manager, Blue Eyes Media Connections

Absent: Council Member David White

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

Mr. Hopper led the Pledge of Allegiance.

A. Approval of agenda:

- 1) Motion to adopt the proposed agenda

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

B. Public Comment:

- 1) Jerret Fite who resides at 103 Marcella Drive, Kings Mountain, North Carolina spoke to thank the City of Shelby officials and staff for affording his wife the opportunity to practice the passion she has for the field of law. Secondly, Mr. Fite publicly professed his love for his wife, he's proud of her and thankful God brought their steps together to go through life as husband and wife.
- 2) Larry McCluney who resides at 1642 Lincoln Drive, Shelby, North Carolina came to Council to complain about the streetlights on Lincoln Drive and Eaves Road. Mr. McCluney asked for someone from the City to please come take care of it.

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 June 20, 2022
- 2) Approval of a resolution honoring Ronnie Edwin Jones on the occasion of his retirement from employment with the City of Shelby: Resolution No. 54-2022
- 3) Approval of a reimbursement resolution with regard to installment financings for FY 2022-2023: Resolution No. 55-2022
- 4) Adoption of Fiscal Year 2021-2022 Budget Ordinance Amendment No. 11: Ordinance No. 43-2022
- 5) Management Reports:
 - a. Monthly Financial Summary – May 2022

D. Unfinished Business:

- 1) Shelby Aquatics Center Renovation Project:
 - a) Adoption of a budget ordinance amendment for the City of Shelby's City Park Pool Renovation Project: Ordinance No. 44-2022
 - b) Approval of a resolution authorizing selection of Sossamon Construction Company, Inc. based on qualifications for the Shelby Aquatics Center Renovation Project: Resolution No. 56-2022

Mr. Howell introduced the renovation project for the Shelby City Park pool. Ordinance No. 44-2022 amends the project budget ordinance by appropriating an additional \$2,373,230 from the Natural Gas Fund reserves for the construction of this project. Resolution No. 56-2022 awards the contract for construction to Sossamon Construction Company, Inc. in the amount of \$2,373,230. Mr. Howell noted that this amount is substantially higher than the initial budgeted amount, due to the increase in materials in construction costs. The pool is 26 years old and losing a significant amount of water every day.

ACTION TAKEN: Upon a motion made by Mr. Hopper, City Council voted unanimously to approve and adopt Ordinance No. 44-2022 entitled, "A BUDGET ORDINANCE AMENDMENT FOR THE CITY OF SHELBY'S CITY PARK POOL RENOVATION PROJECT"

ACTION TAKEN: Upon a motion made by Mr. Causby, City Council voted unanimously to approve and adopt Resolution No. 56-2022 entitled, “A RESOLUTION AUTHORIZING SELECTION OF SOSSAMON CONSTRUCTION COMPANY, INC. BASED ON QUALIFICATIONS FOR THE SHELBY AQUATICS CENTER RENOVATION PROJECT”

2) Water and Sewer Projects – American Rescue Plan Funds:

- a) Adoption of ordinance establishing a capital project ordinance and budgets for the City of Shelby’s American Rescue Plan Water and Sewer Projects: Ordinance No. 45-2022
- b) Approval of a resolution authorizing selection of McGill Associates, PA based on qualifications for the Water Plant filter upgrades: Resolution No. 57-2022

Mr. Howell introduced the Water and Sewer Projects funded with the American Rescue Plan funds. Mr. Howell clarified that this list of projects does not include the money set aside for the unsewered neighborhood project. Mr. Howell stated that Mr. Hux listed several projects that are necessary within the existing water and sewer system. Ordinance No. 45-2022 appropriates \$971,000 from the approximately \$6.3 million ARP funds. Resolution No. 57-2022 authorizes the City Manager to negotiate with McGill Associates, PA for engineering and design of the Water Plant filter upgrade project. Mr. Hux stated that the \$971,000 is an updated amount based on recent costs and pricing.

ACTION TAKEN: Upon a motion made by Ms. Arth, City Council voted unanimously to approve and adopt Ordinance No. 45-2022 entitled, “AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGETS FOR THE CITY OF SHELBY’S AMERICAN RESCUE PLAN WATER AND SEWER PROJECTS”

ACTION TAKEN: Upon a motion made by Mrs. Bullock, City Council voted unanimously to approve and adopt Resolution No. 57-2022 entitled, “A RESOLUTION AUTHORIZING SELECTION OF MCGILL ASSOCIATES, PA BASED ON QUALIFICATIONS FOR THE WATER PLANT FILTER UPGRADES”

E. New Business

- 1) **FIRST READING:** An Ordinance amending Chapters 1, 10, 16, 20, 30, 32, 34 of the City of Shelby Code of Ordinances: Ordinance No. 46-2022

City Attorney Leslie-Fite introduced Ordinance No. 46-2022 for Council's consideration. Mrs. Leslie-Fite stated to Council that this ordinance updates several Chapters (1, 10, 16, 20, 30, 32, 34) of our Code of Ordinances to comply with the new statutory changes requiring cities to include misdemeanor language to every ordinance the city wishes to be punishable as a misdemeanor.

By consensus, City Council decided not to vote on Ordinance No. 46-2022 at this time and will address it again with a Second Reading scheduled for August 1, 2022.

2) FIRST READING: An Ordinance amending Chapter 12 of the City of Shelby Code of Ordinances: Ordinance No. 47-2022

City Attorney Leslie-Fite introduced Ordinance No. 47-2022 for Council's consideration stating this ordinance amending Chapter 12 of the Code of Ordinances is in reference to changes in the cemetery industry with the evolution of materials and items used to build mausoleums and monuments. Mrs. Leslie-Fite stated that Charlie Holtzclaw, Director Parks and Recreation, noted that some of our verbiage was outdated in Chapter 12 so this amendment is to update that language; it is not related to the other amendments being approved due to the Senate Bill.

By consensus, City Council decided not to vote on Ordinance No. 47-2022 at this time and will address it again with a Second Reading scheduled for August 1, 2022.

F. City Manager's Report:

- The City expects notification of the RAISE grant award by August 12th, 2022. The City Manager stated City officials are cautiously optimistic about receiving the grant and feel like they have done everything they could do to hopefully be selected to receive the award this time.
- The City applied for a \$400,000 grant application for an American Rescue Plan grant for analysis of the aging parts of the Water and Sewer systems. The City should hear soon if we have been selected to receive this grant.
- NC Hometown Strong program based out of the Governor's office has designated the City of Shelby to be part of a new program called the NC Music City Program. The City was one of three cities selected, along with Elizabeth City and Durham. The City's only role is to provide an ad-hoc committee and a staff person to work with the consultant.
- Mr. Howell has been asked by the President of the NCLM, Mayor Scott Neisler, to serve on the Legislative Policy Committee through 2023.

- Revised lease agreement with the Destination Cleveland County and the Don Gibson Theater will be coming up in the next month or so.
- There is a need for an Interim City Attorney contract due to Mrs. Leslie-Fite relocating to Guilford County. Mr. Howell asked Council's permission to submit a letter of interest for the Interim City Attorney position. By consensus, Council agreed to allow Mr. Howell to proceed.

G. Council Announcements and Remarks:

Mayor Anthony reminded everyone of the upcoming American Legion World Series in August.

Ms. Arth commented that she noticed a great deal of community support for the RAISE grant and thanked everyone that took time to show their support. Also, Mayor Anthony thanked Mr. Nuhrah for all his work in getting the information out to the public.

Mr. Webber stated he was glad to see the City of Shelby in the same league as Durham on the Music-Friendly Communities Program.

Mr. Hopper announced that on July 23rd Holly Oak Park would be celebrating their 63rd anniversary at 11:00am. Mr. Hopper also announced he has been selected to be a Chief Inspector for Combative Sports with the North Carolina Boxing Commission.

H. 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 Williams
City Clerk

O. Stanhope Anthony III
Mayor

Minutes of July 18, 2022

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

Agenda Item: C-2

2) Approval of Special Event Application:

a) SHS Homecoming Parade, requested date: September 30, 2022

Consent Agenda Item: (Carol Williams, City Clerk)

- Memorandum dated July 21, 2022 from Carol Williams, City Clerk to Rick Howell, City Manager
- Special Event Application

City Manager's Recommendation / Comments

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

Memo

To: Rick Howell, City Manager

From: Carol Williams, City Clerk

Date: July 21, 2022

Re: Special Event Permit Application

BACKGROUND:

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

- ✓ SHS Homecoming Parade, requested date: Friday, September 30, 2022

REVIEW:

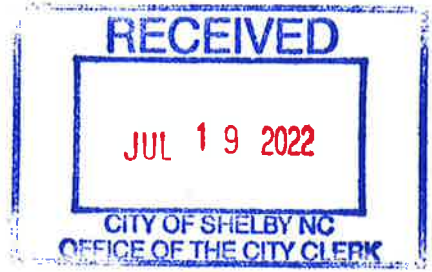
All responding City departments have received, reviewed, and approved the referenced application.

RECOMMENDATION:

Please place the attached Special Event Permit Application on the Consent Agenda of August 1, 2022 for Council's review and approval.

ATTACHMENT:

- A. Special Event Permit Application packet received July 19, 2022



**CITY OF SHELBY
SPECIAL EVENT PERMIT APPLICATION**

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

1. EVENT NAME:

Shelby High Homecoming Parade

2. PURPOSE AND BRIEF DESCRIPTION OF EVENT:

Homecoming Parade - about 60 units.

3. LOCATION OF EVENT (ATTACH MAP):

Start @ corner of Lafayette and Dorton St.
Finish @ corner of Lafayette and Graham.

4. PLEASE INDICATE:

Approximately how many people will attend the event? 500

Approximately how many vehicles will be present? 60-65

Approximately how many animals will be present? none

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

Single lane _____

All lanes in travel direction _____

Whole street - Lafayette from Dorton St. to Graham

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

Name: David Allen Shelby High School

Address: 230 E. Dixon Blvd.

Phones: 704-476-8325 (Daytime) 704-477-0175 (Evening)

E-mail address: drallen@clevelandcountyschools.org

Name: _____

Address: _____

Phones: _____ (Daytime) _____ (Evening)

E-mail address _____

6. PLEASE LIST THE FOLLOWING:

Requested day(s) and date(s) Friday, September 30, 2022
Alternate day(s) and date(s) Thursday, September 29, 2022
Requested hours of operation, from 3:30 AM/PM to 5:00 AM/PM

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

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

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

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

Will alcoholic beverages be served? No

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

Will food and/or no-alcoholic beverages be served? No

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

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

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

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

Name: _____
Address: _____
Phones: _____

Indicate medical services that will be provided for the event.

AMBULANCE: _____
DOCTOR (S): _____
PARAMEDICS: _____

11. CITY SERVICES/EQUIPMENT REQUESTED FOR THIS EVENT:

Black Streets
Police Presence

12. ANY ADDITIONAL COMMENTS:

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

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


SIGNATURE

Shelby High School 704-476-8325
APPLICANT PHONE

230 E. Dixon Blvd
PHYSICAL ADDRESS

drallen@clevelandcountyschools.org
E-MAIL ADDRESS

7/20/22
DATE

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

Agenda Item: C-3

1) Management Reports:

- a. Planning and Development Summary – June 2022
- b. Budget and Financial Report – June 30, 2022

Consent Agenda Item: (Justin Merritt, Assistant City Manager)

- Planning and Development Monthly Summary, June 2022
- Budget and Financial Report, June 30, 2022

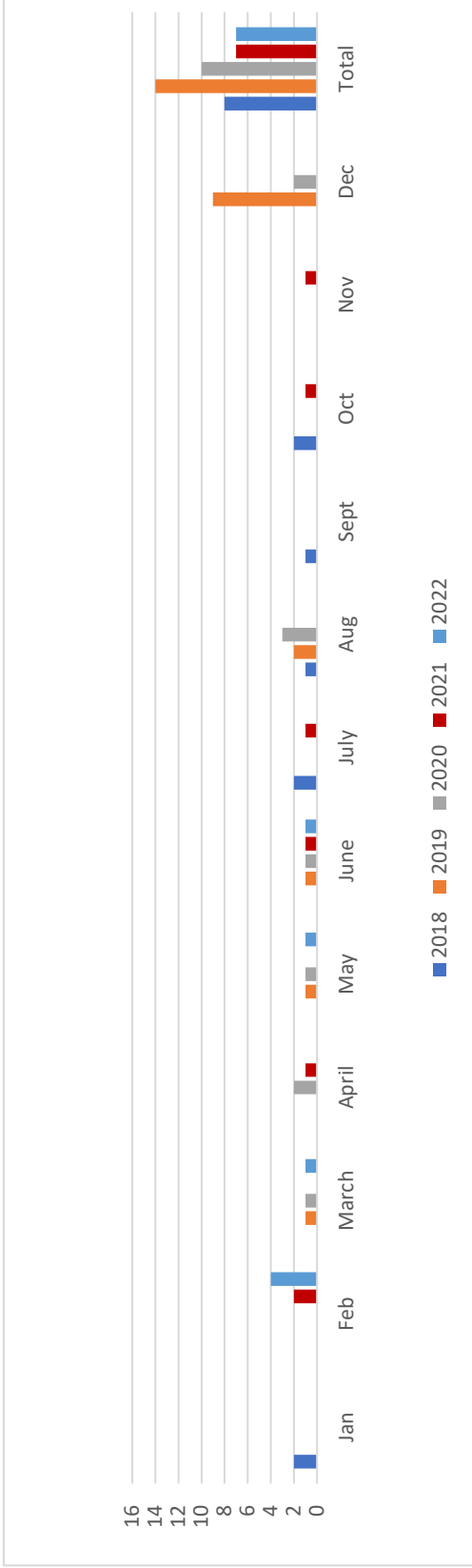
City Manager's Recommendation / Comments

The above listed reports are for City Council information and are placed on the agenda to ensure documentation that they were formally presented by management during a regular meeting.



Planning and Development Monthly Summary
June 2022

NEW Commercial Building Permits Issued



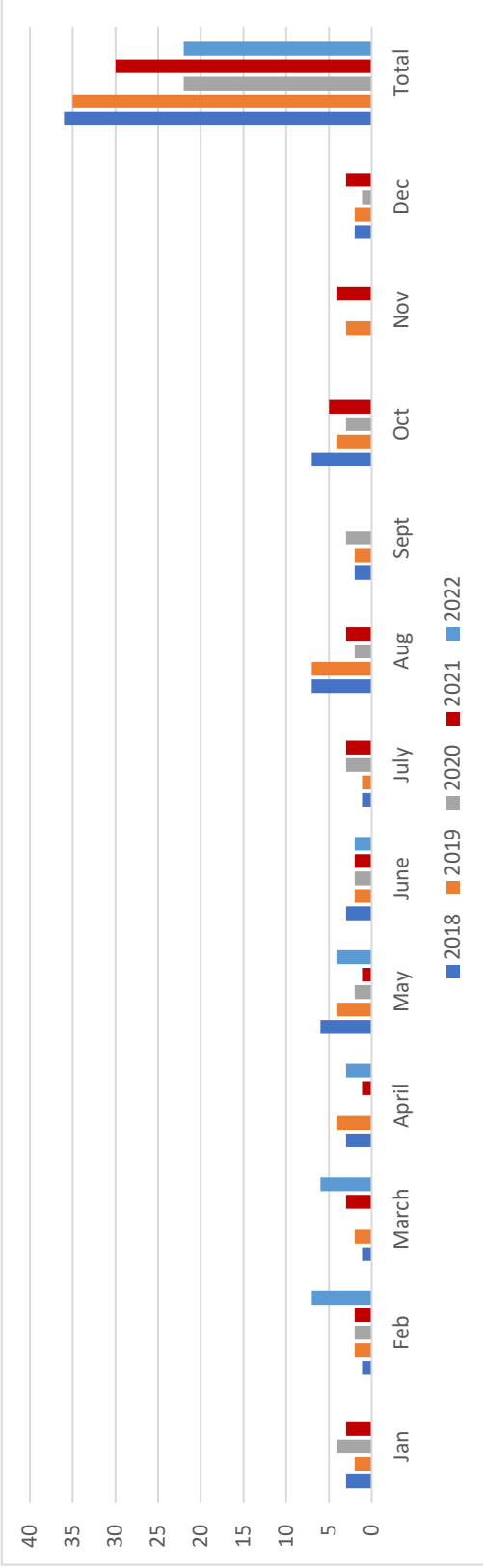
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2018	2	0	0	0	0	0	2	1	1	2	0	0	8
2019	0	0	1	0	1	1	0	2	0	0	0	9	14
2020	0	0	1	2	1	1	0	3	0	0	0	2	10
2021	0	2	0	1	0	1	1	0	0	1	1	0	7
2022	0	4	1	0	1	1	1	1	1	1	1	0	7

2022 Valuations

Jan \$	\$0.00	Apr \$		Oct \$	
Feb \$	\$7,650,000.00	May \$	\$5,000,000.00	Nov \$	
Mar \$	\$8,585,000.00	Jun \$	\$632,615.00	Dec \$	

February Permits for Tractor Supply, NCSECU
 May Permit for Cleveland County Water Plant
 June Permit for Eskridge Grove Baptist Church

Commercial Renovation/Addition Building Permits Issued



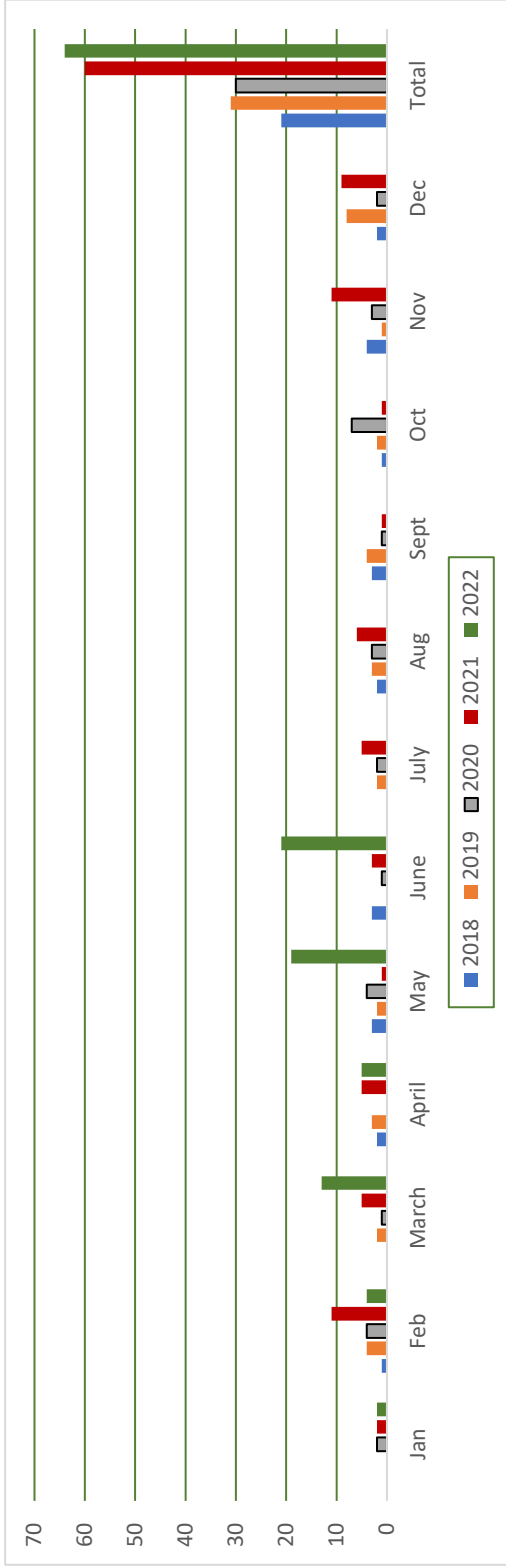
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2018	3	1	1	3	6	3	1	7	2	7	0	2	36
2019	2	2	2	4	4	2	1	7	2	4	3	2	35
2020	4	2	0	0	2	2	3	2	3	3	0	1	22
2021	3	2	3	1	1	2	3	3	0	5	4	3	30
2022	0	7	6	3	4	2	2	2	2	2	2	2	22

2022 Valuations

Jan \$	\$0.00	Apr \$	\$451,700.00	Jul \$	Oct \$
Feb \$	\$5,534,925.00	May \$	\$480,057.00	Aug \$	Nov \$
Mar \$	\$791,120.00	Jun \$	\$2,660,909.00	Sep \$	Dec \$

- February Permits for DSS, SHS Field House
- March Permits for SHS Ballfield Canopy, Shell Building #4 Renovation and Blvd. Animal Hosp. Renovation
- April Permits for Enloe Funeral Home, Bethal Baptist
- May Permits for Marburg Renervations, Ollie's Renovation
- June Permits for City of Shelby Shell Building #4 and Ollie's

NEW Single Family Building Permits Issued



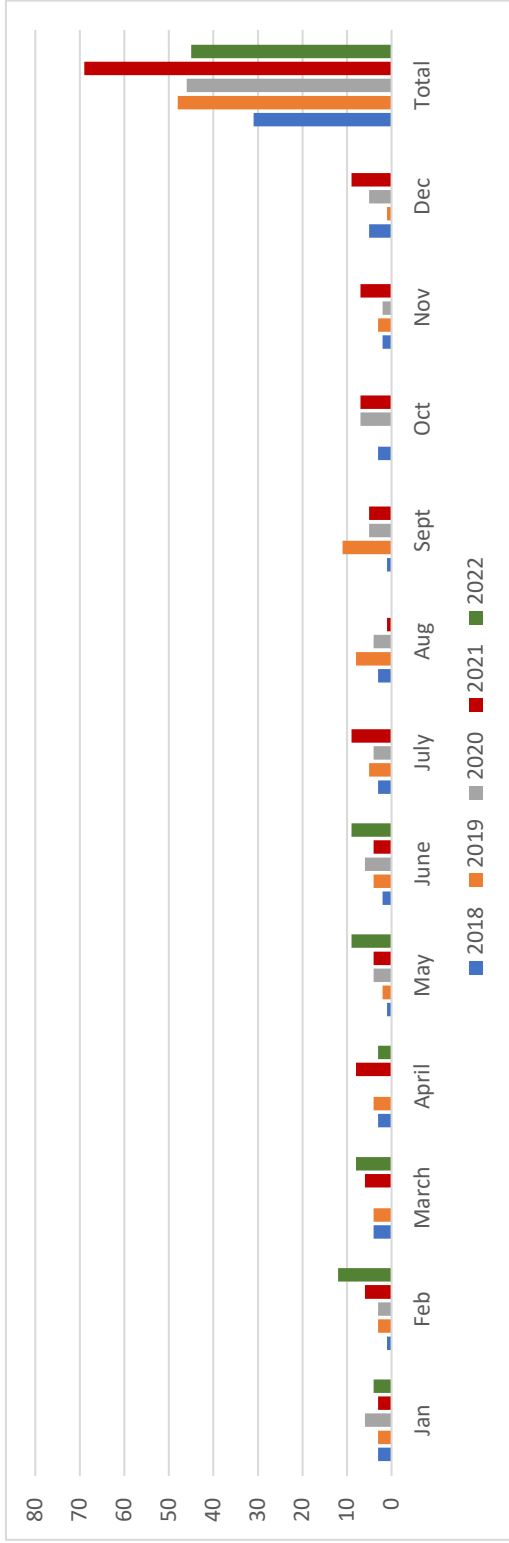
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2018	0	1	0	2	3	3	0	2	3	1	4	2	21
2019	0	4	2	3	2	0	2	3	4	2	1	8	31
2020	2	4	1	0	4	1	2	3	1	7	3	2	30
2021	2	11	5	5	1	3	5	6	1	1	11	9	60
2022	2	4	13	5	19	21							64

2022 Valuations

Jan \$	\$554,000.00	Apr \$	\$558,550.00	Jul \$	Oct \$
Feb \$	\$613,580.00	May \$	\$3,452,488.00	Aug \$	Nov \$
Mar \$	\$1,744,224.00	Jun \$	\$3,124,750.00	Sep \$	Dec \$

Details provided on attached report.

Single Family Renovation and Addition Building Permits Issued



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2018	3	1	4	3	1	2	3	3	1	3	2	5	31
2019	3	3	4	4	2	4	5	8	11	0	3	1	48
2020	6	3	0	0	4	6	4	4	5	7	2	5	46
2021	3	6	6	8	4	4	9	1	5	7	7	9	69
2022	4	12	8	3	9	9							45

2022 Valuations

Jan \$	\$123,400.00	Apr \$	\$127,984.00	Jul \$	Oct \$
Feb \$	\$868,487.00	May \$	\$318,811.00	Aug \$	Nov \$
Mar \$	\$591,996.00	Jun \$	\$246,549.00	Sep \$	Dec \$

Details provided on attached report.

PERMITS ISSUED BY PERMIT TYPE (06/01/2022 TO 06/30/2022)

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
Building Commercial	B-008065-2022	Renovation	06/01/2022	Issued	620 Plato Lee Rd Shelby, NC	No Project	Within City Limits
	B-008034-2022	Sign	06/06/2022	Issued	1754 E Dixon Blvd Shelby, NC	No Project	ETJ
	B-008035-2022	Sign	06/17/2022	Issued	202 E Dixon Blvd Shelby, NC	No Project	Within City Limits
	B-008096-2022	Renovation	06/17/2022	Issued	1645-1 E Dixon Blvd Shelby, NC	No Project	Within City Limits
	B-008197-2022	New	06/21/2022	Issued	330 Washburn Switch Rd Shelby, NC	No Project	Within City Limits
TOTAL PERMITS FOR BUILDING COMMERCIAL: 5							
Building Residential	B-008037-2022	Demolish	06/01/2022	Issued	1213 Dodd St Shelby, NC	No Project	Within City Limits
	B-008125-2022	Renovation	06/03/2022	Issued	858 W Marion St Shelby, NC	No Project	Within City Limits
	B-008126-2022	Renovation	06/03/2022	Final	108 Chagrin Farm Rd Shelby, NC	No Project	ETJ
	B-008115-2022	Manufactured Home	06/07/2022	Issued	2446 Old Gaffney Rd Shelby, NC	No Project	ETJ
	B-008095-2022	New	06/08/2022	Issued	609 Suttle St Shelby, NC	No Project	Within City Limits
	B-008124-2022	Accessory Structure	06/08/2022	Issued	1306 Wyanoke Ave Shelby, NC	No Project	Within City Limits
	B-008130-2022	Renovation	06/08/2022	Final	204 Poplar Springs Church Rd Shelby, NC	No Project	ETJ
	B-007729-2022	Swimming Pool	06/09/2022	Issued	1305 Stone Gate Dr Shelby, NC	No Project	Within City Limits
	B-008103-2022	New	06/10/2022	Issued	506 Roberts St Shelby, NC	No Project	Within City Limits
	B-008145-2022	Renovation	06/10/2022	Final	316-N Martin St Shelby, NC	No Project	Within City Limits
	B-008127-2022	Renovation	06/13/2022	Issued	611 W Warren St Shelby, NC	No Project	Within City Limits
	B-008071-2022	New	06/14/2022	Issued	1325 Moonshadow Ln Shelby, NC	No Project	Within City Limits

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
	B-008073-2022	New	06/14/2022	Issued	1345 Harvest Moon Way Shelby, NC	No Project	Within City Limits
	B-008148-2022	Renovation	06/14/2022	Issued	104 Kenwood Dr Shelby, NC	No Project	Within City Limits
	B-008163-2022	Accessory Structure	06/15/2022	Issued	901 Langston Dr Shelby, NC	No Project	Within City Limits
	B-008088-2022	Accessory Structure	06/16/2022	Issued	1008 Kelly Cir Shelby, NC	No Project	Within City Limits
	B-008105-2022	New	06/22/2022	Issued	1400 Southridge St Shelby, NC	No Project	Within City Limits
	B-008106-2022	New	06/22/2022	Issued	1402 Southridge St Shelby, NC	No Project	Within City Limits
	B-008107-2022	New	06/22/2022	Issued	1404 Southridge St Shelby, NC	No Project	Within City Limits
	B-008109-2022	New	06/22/2022	Issued	1406 Southridge St Shelby, NC	No Project	Within City Limits
	B-008110-2022	New	06/22/2022	Issued	1408 Southridge St Shelby, NC	No Project	Within City Limits
	B-008111-2022	New	06/22/2022	Issued	1410 Southridge St Shelby, NC	No Project	Within City Limits
	B-008112-2022	New	06/22/2022	Issued	1412 Southridge St Shelby, NC	No Project	Within City Limits
	B-008113-2022	New	06/22/2022	Issued	1414 Southridge St Shelby, NC	No Project	Within City Limits
	B-008114-2022	New	06/22/2022	Issued	411 Dellinger Rd Shelby, NC	No Project	Within City Limits
	B-008160-2022	Renovation	06/23/2022	Issued	802 W Marion St Shelby, NC	No Project	Within City Limits
	B-008161-2022	Renovation	06/24/2022	Issued	723 W Marion St Shelby, NC	No Project	Within City Limits
	B-008181-2022	New	06/24/2022	Issued	623 Hillcrest Dr Shelby, NC	No Project	Within City Limits
	B-008182-2022	New	06/24/2022	Issued	1341 Harvest Moon Way Shelby, NC	No Project	Within City Limits
	B-008186-2022	New	06/24/2022	Issued	1343 Harvest Moon Way Shelby, NC	No Project	Within City Limits

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District	
Change in Tenant Permit	B-008187-2022	New	06/24/2022	Issued	1346 Harvest Moon Way Shelby, NC	No Project	Within City Limits	
	B-008188-2022	New	06/24/2022	Issued	1353 Moonshadow Ln Shelby, NC	No Project	Within City Limits	
	B-008189-2022	New	06/24/2022	Issued	306 Goldfinch Ct Shelby, NC	No Project	Within City Limits	
	B-008193-2022	New	06/24/2022	Issued	305 Firefly Pt Shelby, NC	No Project	Within City Limits	
	B-008165-2022	Renovation	06/27/2022	Issued	1218 Donna Dr Shelby, NC	No Project	Within City Limits	
	TOTAL PERMITS FOR BUILDING RESIDENTIAL: 35							
Electrical Commercial	B-007801-2022	Change in Tenant	06/06/2022	Issued	220 S Post Rd Shelby, NC	No Project	Within City Limits	
	B-008135-2022	Change in Tenant	06/13/2022	Final	924 E Dixon Blvd Shelby, NC	No Project	Within City Limits	
	B-008120-2022	Change in Tenant	06/14/2022	Issued	509 E Marion St Shelby, NC	No Project	Within City Limits	
	B-008121-2022	Change in Tenant	06/16/2022	Issued	211-201 S Washington St Shelby, NC	No Project	Within City Limits	
	B-007898-2022	Change in Tenant	06/24/2022	Issued	1635 S Lafayette St Shelby, NC	No Project	Within City Limits	
	TOTAL PERMITS FOR CHANGE IN TENANT PERMIT: 5							
Electrical Residential	E-008183-2022	Miscellaneous	06/17/2022	Issued	340 Washburn Switch Rd Shelby, NC	No Project	Within City Limits	
	TOTAL PERMITS FOR ELECTRICAL COMMERCIAL: 1							
	E-008133-2022	Panel	06/06/2022	Final	2301 Crosby Dr Shelby, NC	No Project	Within City Limits	
	E-008158-2022	Service change and replace panel	06/13/2022	Issued	123 N Poston St Shelby, NC	No Project	Within City Limits	
	E-008159-2022	Sub panel	06/13/2022	Final	804 Churchhill Dr Shelby, NC	No Project	Within City Limits	
	E-008176-2022	Wire Generator	06/15/2022	Final	1710 Country Garden Dr Shelby, NC	No Project	Within City Limits	
27	E-008185-2022	Service Change	06/17/2022	Issued	1226 S Morgan St Shelby, NC	No Project	Within City Limits	
	E-008201-2022	Service Change	06/22/2022	Final	924 First St Shelby, NC	No Project	Within City Limits	

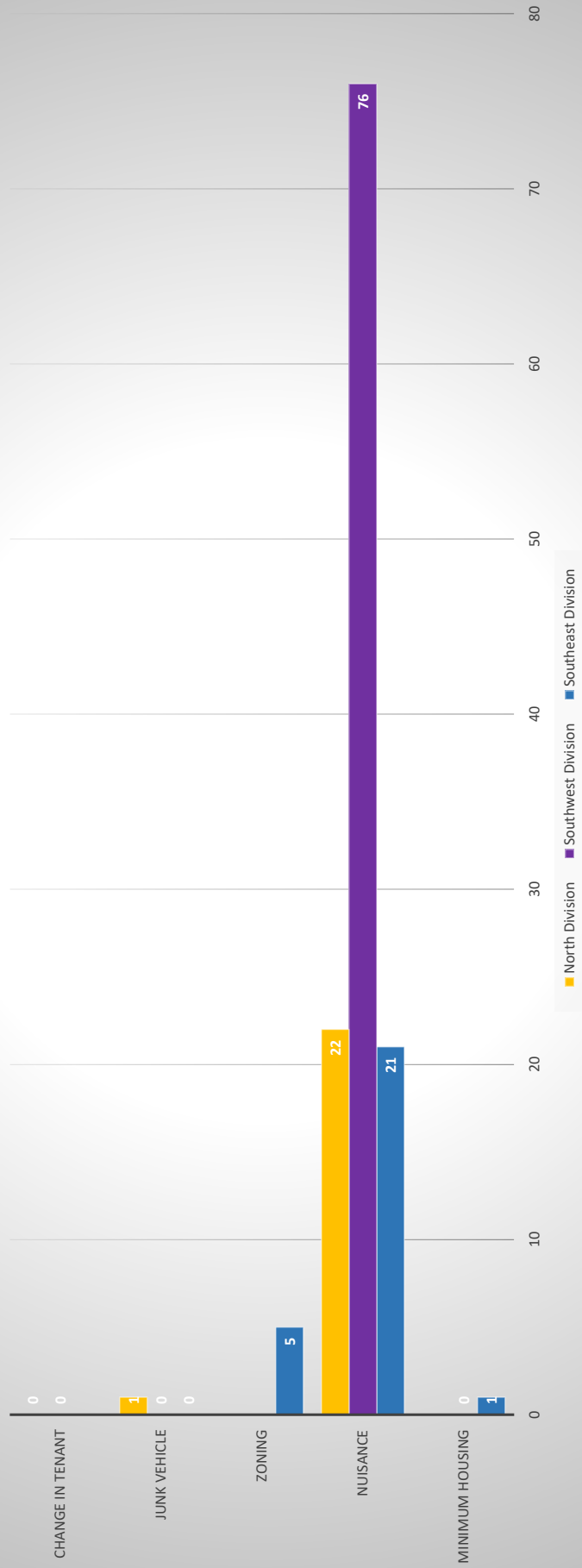
Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
	E-008205-2022	Miscellaneous	06/22/2022	Final	505 Franklin Ave Shelby, NC	No Project	Within City Limits
	E-008211-2022	Replace Riser	06/24/2022	Final	605 W Marion St Shelby, NC	No Project	Within City Limits
	E-008212-2022	Replace Riser	06/24/2022	Final	607 W Marion St Shelby, NC	No Project	Within City Limits
TOTAL PERMITS FOR ELECTRICAL RESIDENTIAL: 9							
Mechanical Commercial	M-008116-2022	Gas Pak/Gas Piping	06/02/2022	Void	1310 E Dixon Blvd Shelby, NC	No Project	Within City Limits
	M-008117-2022	Gas Pak	06/02/2022	Issued	200 Wal-Mart Dr Shelby, NC	No Project	ETJ
	M-008144-2022	AC & Coil	06/07/2022	Final	850 W Sumter St Shelby, NC	No Project	Within City Limits
	M-008146-2022	Heat Pump	06/08/2022	Issued	400 S Lafayette St Shelby, NC	No Project	Within City Limits
	M-008156-2022	Heat Pump	06/10/2022	Issued	825-1 S Post Rd Shelby, NC	No Project	ETJ
	M-008170-2022	Heat Pump	06/15/2022	Final	397 Seattle St Shelby, NC	No Project	Within City Limits
	M-008171-2022	AC & Coil	06/15/2022	Issued	300 S Washington St Shelby, NC	No Project	Within City Limits
	M-008199-2022	Gas Pak	06/21/2022	Issued	1310 E Dixon Blvd Shelby, NC	No Project	Within City Limits
	M-008226-2022	Gas Furnace, AC & Evap Coil	06/28/2022	Issued	1360 E Marion St Shelby, NC	No Project	Within City Limits
	M-008235-2022	AC	06/30/2022	Issued	891 N Post Rd Shelby, NC	No Project	ETJ
	M-008237-2022	Heat Pump	06/30/2022	Issued	102 N Washington St Shelby, NC	No Project	Within City Limits
TOTAL PERMITS FOR MECHANICAL COMMERCIAL: 11							
Mechanical Residential	M-008108-2022	Heat Pump	06/02/2022	Issued	1301 N Lafayette St Shelby, NC	No Project	Within City Limits
	M-008119-2022	Heat Pump	06/02/2022	Final	923-18 Hampton St Shelby, NC	No Project	Within City Limits
	M-008123-2022	Heat Pump	06/02/2022	Final	1360 Aladdin St Shelby, NC	No Project	Within City Limits

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
	M-008132-2022	Gas Furnace	06/06/2022	Issued	800 Forest Hill Dr Shelby, NC	No Project	Within City Limits
	M-008137-2022	Heat Pump	06/06/2022	Issued	1406 Briarcliff Rd Shelby, NC	No Project	Within City Limits
	M-008138-2022	Heat Pump	06/06/2022	Final	4028 Hillview Cir Shelby, NC	No Project	ETJ
	M-008139-2022	Heat Pump	06/06/2022	Issued	4027 Hillview Cir Shelby, NC	No Project	ETJ
	M-008140-2022	Heat Pump	06/07/2022	Issued	846-A1 W Warren St Shelby, NC	No Project	Within City Limits
	M-008141-2022	AC & Coil	06/07/2022	Final	822 W Elm St Shelby, NC	No Project	Within City Limits
	M-008142-2022	Heat Pump	06/07/2022	Issued	418-25C E Warren St Shelby, NC	No Project	Within City Limits
	M-008143-2022	Heat Pump	06/07/2022	Issued	418-16B E Warren St Shelby, NC	No Project	Within City Limits
	M-008149-2022	Heat Pump	06/08/2022	Final	2301 Crosby Dr Shelby, NC	No Project	Within City Limits
	M-008150-2022	Heat Pump	06/09/2022	Issued	519 W Sumter St Shelby, NC	No Project	Within City Limits
	M-008152-2022	AC & Coil	06/09/2022	Final	156 Valentine Dr Shelby, NC	No Project	ETJ
	M-008155-2022	Heat Pump	06/10/2022	Final	1030-1-9 Sue Ln Shelby, NC	No Project	Within City Limits
	M-008164-2022	Heat Pump	06/14/2022	Issued	940-5 W Warren St Shelby, NC	No Project	Within City Limits
	M-008166-2022	AC	06/14/2022	Issued	709 Ridgeview Dr Shelby, NC	No Project	Within City Limits
	M-008167-2022	Heat Pump	06/14/2022	Issued	940-6 W Warren St Shelby, NC	No Project	Within City Limits
	M-008168-2022	Heat Pump	06/14/2022	Final	609 W Marion St Shelby, NC	No Project	Within City Limits
	M-008169-2022	Heat Pump	06/14/2022	Issued	1813 Arbor Way Dr Shelby, NC	No Project	Within City Limits
	M-008173-2022	Duct	06/15/2022	Final	210 Country Club Cir Shelby, NC	No Project	Within City Limits

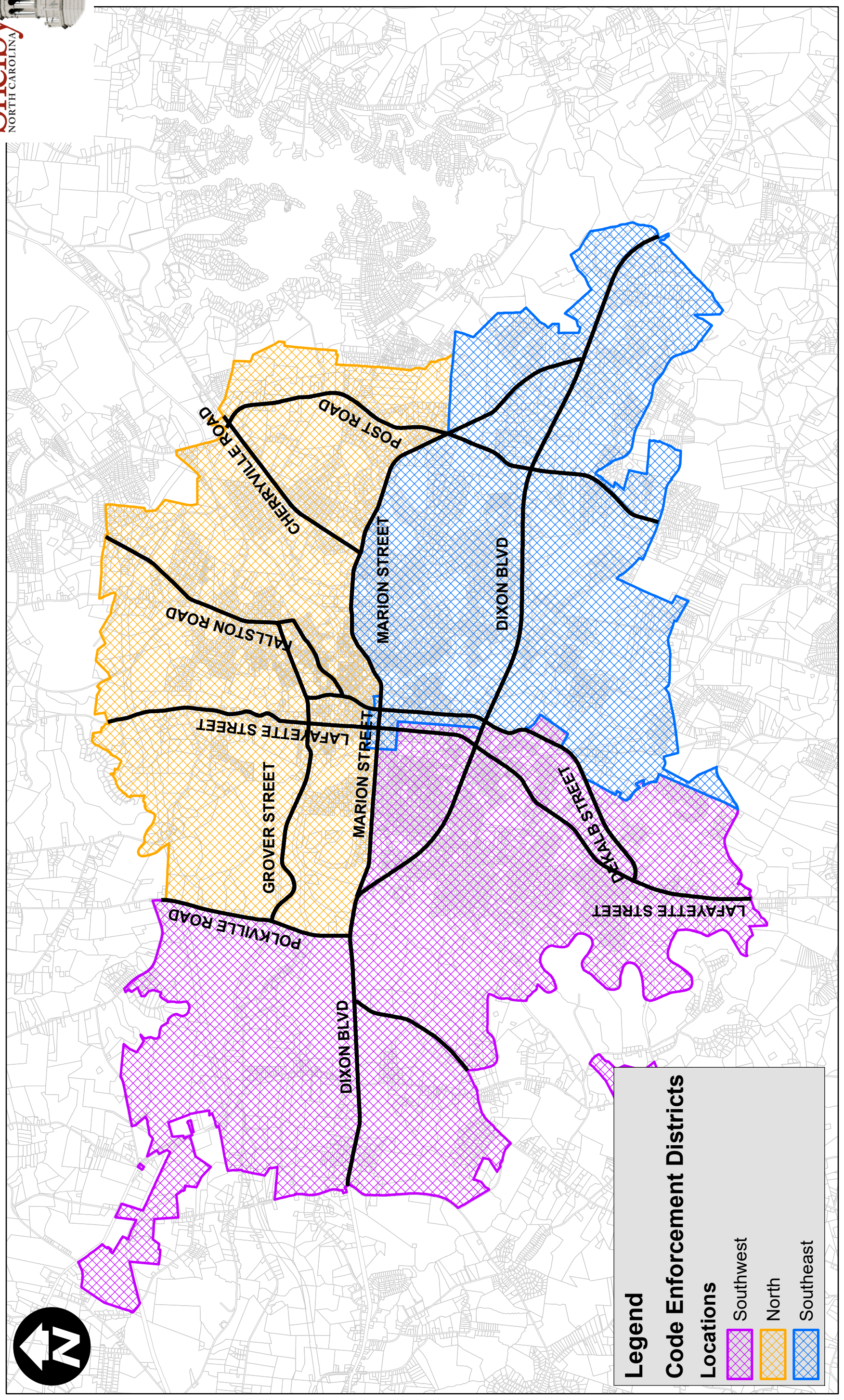
Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
	M-008190-2022	Gas Pak	06/20/2022	Issued	1863 S Lafayette St Shelby, NC	No Project	ETJ
	M-008191-2022	Heat Pump	06/20/2022	Issued	91-3 Edgemont Ave Shelby, NC	No Project	Within City Limits
	M-008195-2022	Heat Pump	06/20/2022	Issued	1031 Hunter Valley Rd Shelby, NC	No Project	Within City Limits
	M-008196-2022	Gas Pak	06/20/2022	Issued	742 Vale St Shelby, NC	No Project	Within City Limits
	M-008198-2022	Heat Pump	06/21/2022	Issued	846-A1 W Warren St Shelby, NC	No Project	Within City Limits
	M-008200-2022	Heat Pump	06/21/2022	Issued	397-1G Seattle St Shelby, NC	No Project	Within City Limits
	M-008207-2022	Condensing unit & coil	06/22/2022	Void	734 Cedar Hill Dr Shelby, NC	No Project	Within City Limits
	M-008213-2022	AC	06/27/2022	Issued	905-205 Airport Rd Shelby, NC	No Project	Within City Limits
	M-008225-2022	AC & Coil	06/28/2022	Issued	214 Fairway Dr Shelby, NC	No Project	Within City Limits
	M-008227-2022	Heat Pump	06/28/2022	Issued	406 Beaumonde Ave Shelby, NC	No Project	Within City Limits
	M-008231-2022	Heat Pump	06/29/2022	Issued	136 Westfield Rd Shelby, NC	No Project	Within City Limits
	M-008236-2022	Heat Pump	06/30/2022	Issued	103 Pinoak Ln Shelby, NC	No Project	Within City Limits
	M-008239-2022	Heat Pump	06/30/2022	Issued	1310 Montrose Dr Shelby, NC	No Project	Within City Limits
	M-008241-2022	Gas furnac and AC	06/30/2022	Issued	1409 Stone Gate Dr Shelby, NC	No Project	Within City Limits
TOTAL PERMITS FOR MECHANICAL RESIDENTIAL:							35
Plumbing Commercial	P-008157-2022	Pay Utility Fees	06/10/2022	Issued	Palisades/S Dekalb St	Palisades Shelby	Within City Limits
	P-008194-2022	RPZ/Double Check Valve	06/20/2022	Void	924 E Dixon Blvd Shelby, NC	No Project	Within City Limits
TOTAL PERMITS FOR PLUMBING COMMERCIAL:							2
Plumbing Residential	P-008102-2022	Sewer Service	06/01/2022	Utility Fees only	415 E Grover St Shelby, NC	No Project	Within City Limits

Permit Type	Permit Number	Work Class	Issue Date	Status	Address	Project	District
	P-008134-2022	Plumbing Fixtures	06/06/2022	Final	1039 Allendale Dr Shelby, NC	No Project	Within City Limits
	P-008151-2022	Shower	06/09/2022	Issued	406 W Circle Dr Shelby, NC	No Project	Within City Limits
	P-008208-2022	Generator	06/22/2022	Issued	1710 Country Garden Dr Shelby, NC	No Project	Within City Limits
	P-008210-2022	Pay Utility Fees	06/23/2022	Final	600 Leander St Shelby, NC	No Project	Within City Limits
	P-008229-2022	Gas Pipe and Pressure Test	06/28/2022	Final	908 Montrose Dr Shelby, NC	No Project	Within City Limits
	P-008238-2022	Water Heater	06/30/2022	Issued	204 Nancy Dr Shelby, NC	No Project	Within City Limits
TOTAL PERMITS FOR PLUMBING RESIDENTIAL:							7
GRAND TOTAL OF ISSUED PERMITS:							110

Code Enforcement Cases Started in June 2022



City of Shelby Code Enforcement Districts



11,000 5,500 0 11,000 Feet
1 in = 1 miles

Planning Report June 2022

Commercial Site Plan Reviews

- Taco Bell at the Mall
- Boardwalk on the Rail Trail
- 218 Three Brothers Drive – Dumpster Service

Residential Site Plan Reviews

- 623 HILLCREST DR
- 1341 HARVEST MOON WAY
- 1343 HARVEST MOON WAY
- 1346 HARVEST MOON WAY
- 306 GOLDFINCH CT
- 305 FIREFLY PT
- 313 FIREFLY PT
- 1040 TARLTON DR
- 1030 TARLTON DR
- 1032 TARLTON DR
- 1034 TARLTON DR
- 1036 TARLTON DR
- 1038 TARLTON DR
- 226 LAKE GEORGE DR
- 222 LAKE GEORGE DR
- 204 LAKE GEORGE DR
- 1307 HUNT ST
- 1213 DODD ST
- 114 TANYA LN
- 124 TANYA LN

Zoning Map Change Requests

- Lithia Springs Road

Zoning Text Changes

- None

Shelby
NORTH CAROLINA

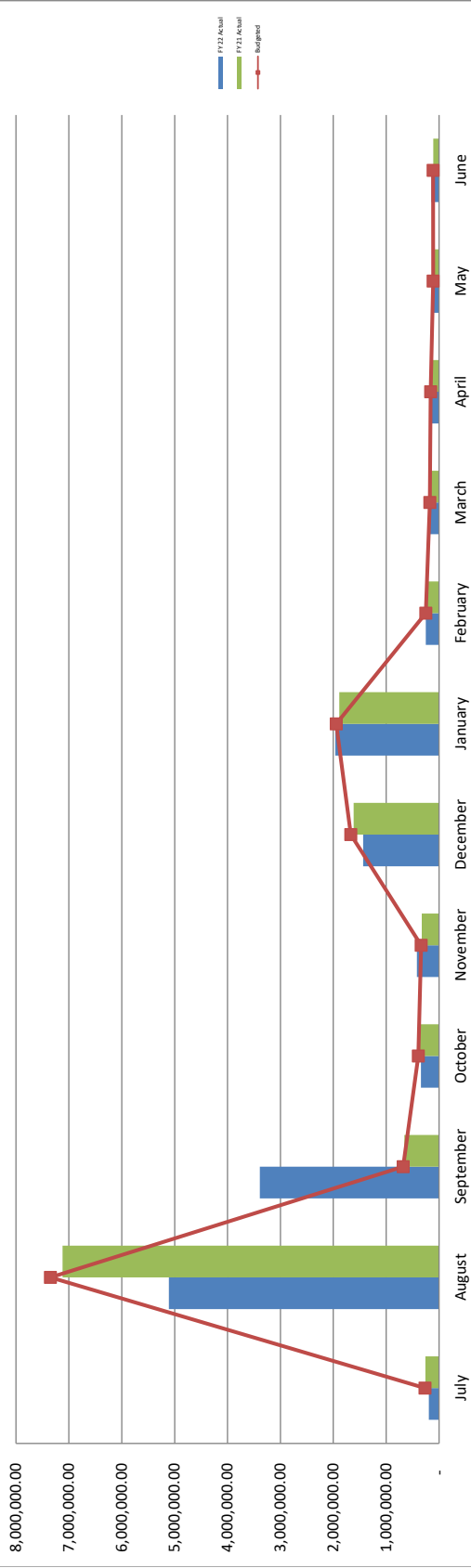


Monthly Financial Summary
June 2022

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	252,253.81	181,169.54	145,280.41	118,338.11	145,077.66	13,700,166.42
% of Budget	1.43%	37.99%	25.21%	2.55%	3.11%	10.69%	14.60%	1.88%	1.35%	1.08%	0.88%	1.08%	101.86%
Variance	(73,997.51)	(2,237,404.87)	2,712,340.97	(48,121.60)	80,021.73	(230,197.67)	17,782.20	1,095.70	5,389.86	(13,839.79)	6,655.87	29,941.53	249,666.42

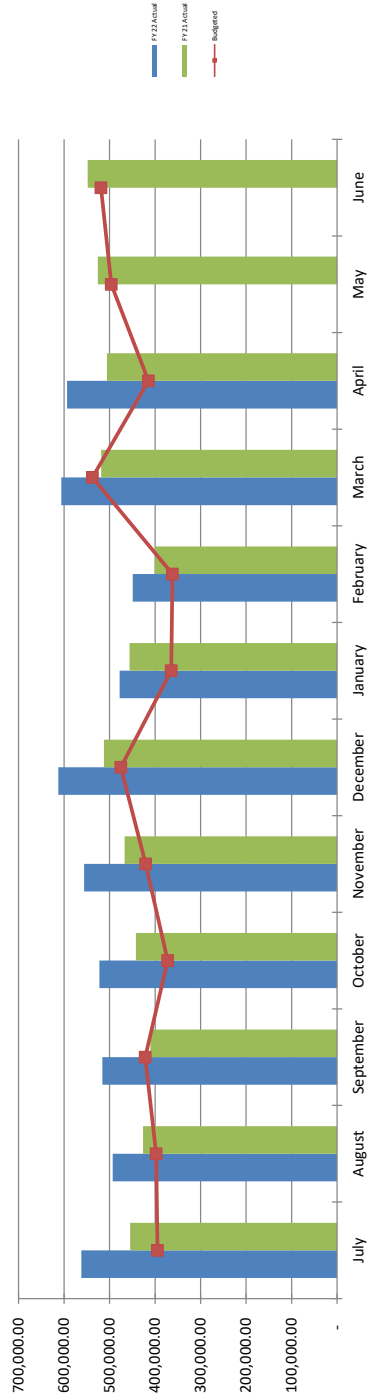
Current Property Tax Collections Budgeted and Collected



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	612,729.17	477,791.05	448,935.70	605,975.13	593,551.22	-	-	5,387,858.33
% of Budget	10.86%	9.53%	9.96%	10.09%	10.74%	11.84%	9.23%	8.68%	11.71%	11.47%	0.00%	0.00%	104.11%
Variance	167,523.35	95,800.96	94,077.47	150,145.54	135,155.88	137,596.87	113,099.03	87,193.37	68,401.41	178,749.47	(496,080.53)	(518,804.51)	212,868.33

Sales Tax Collections Budgeted and Collected

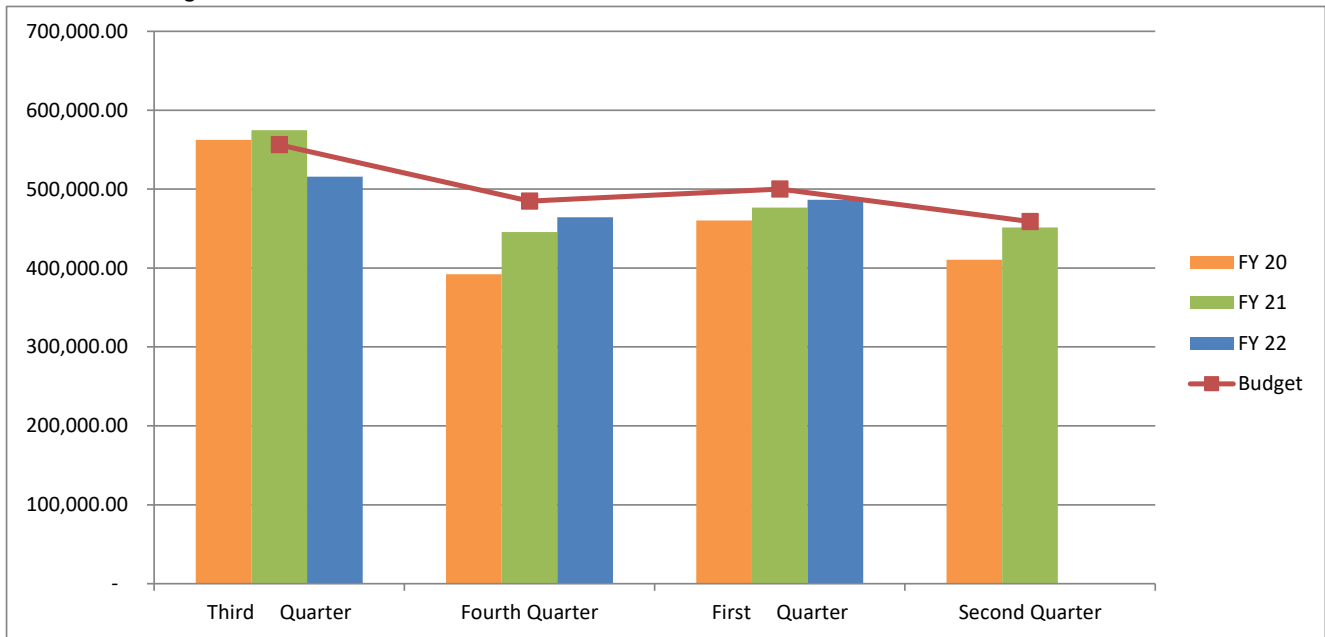


Notes:
Sales Tax Expansion to include Service Contracts: NCGS §105-164.4(a)(11), effective January 2014, has expanded the NC Sales and Use Tax to include "the sales price of a service contract".
A link to the NCDOR directive on this change is embedded here: <http://www.dor.state.nc.us/practitioner/sales/directives/SD-13-5.pdf>

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

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

	Third Quarter	Fourth Quarter	First Quarter	Second Quarter	Totals
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	464,401.65	486,627.19	-	1,466,751.15
Budget	556,178.37	484,704.73	500,184.30	458,932.60	2,000,000.00
% of Budget	25.79%	23.22%	24.33%	0.00%	73.34%



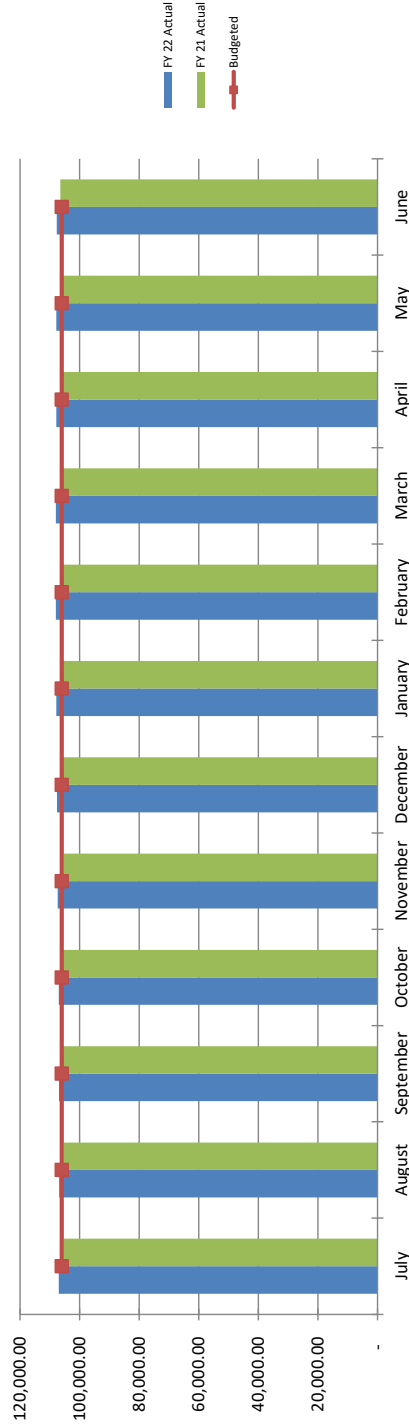
Notes:

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	107,977.54	108,003.36	107,814.95	107,847.23	107,668.33	1,289,931.72
% of Budget	8.41%	8.40%	8.41%	8.41%	8.44%	8.46%	8.48%	8.49%	8.49%	8.48%	8.48%	8.46%	101.41%
Variance	1,028.51	863.30	940.27	1,008.94	1,373.25	1,574.77	1,831.27	1,977.54	2,003.36	1,814.95	1,847.23	1,668.33	17,931.72
Res. Accts:	7,738	7,718	7,730	7,731	7,760	7,776	7,790	7,793	7,797	7,782	7,787	7,773	7,773
Comm. Accts:	674	674	671	677	677	674	677	681	681	681	680	677	677

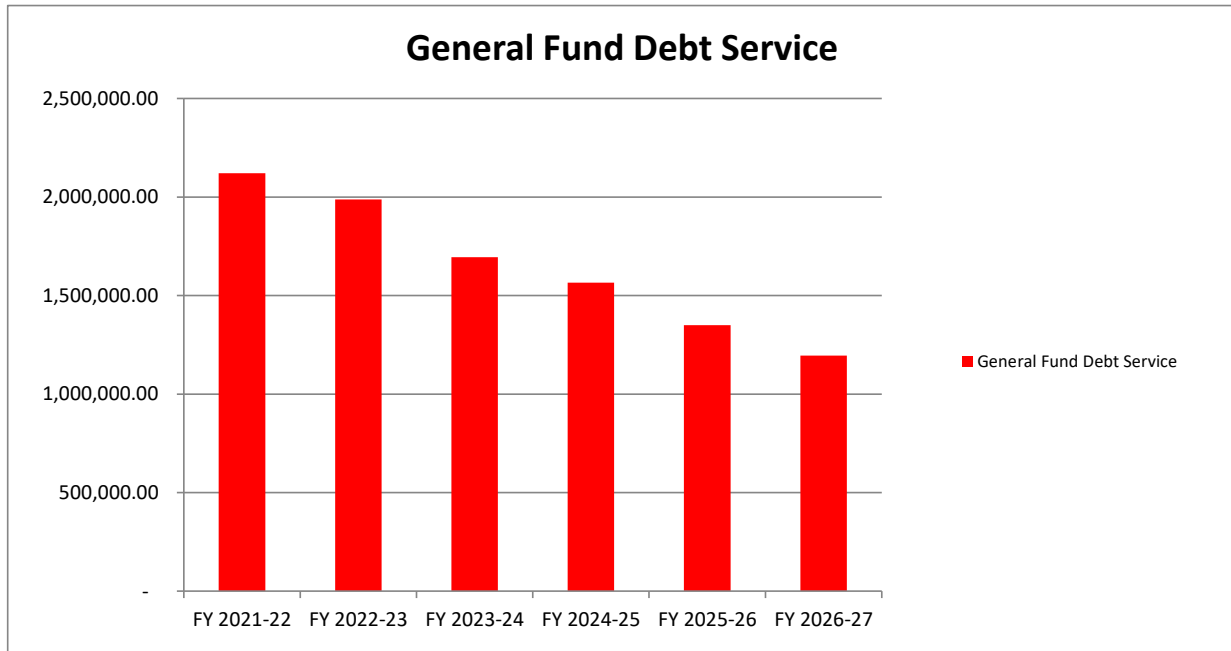
Solid Waste Fees Budgeted and Collected



DEBT SERVICE - GENERAL FUND

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
<u>Installment Purchase Contracts</u>						
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	-
Total Debt Service - General Fund	2,120,801.66	1,986,883.06	1,694,813.04	1,564,961.50	1,349,406.05	1,195,108.44

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



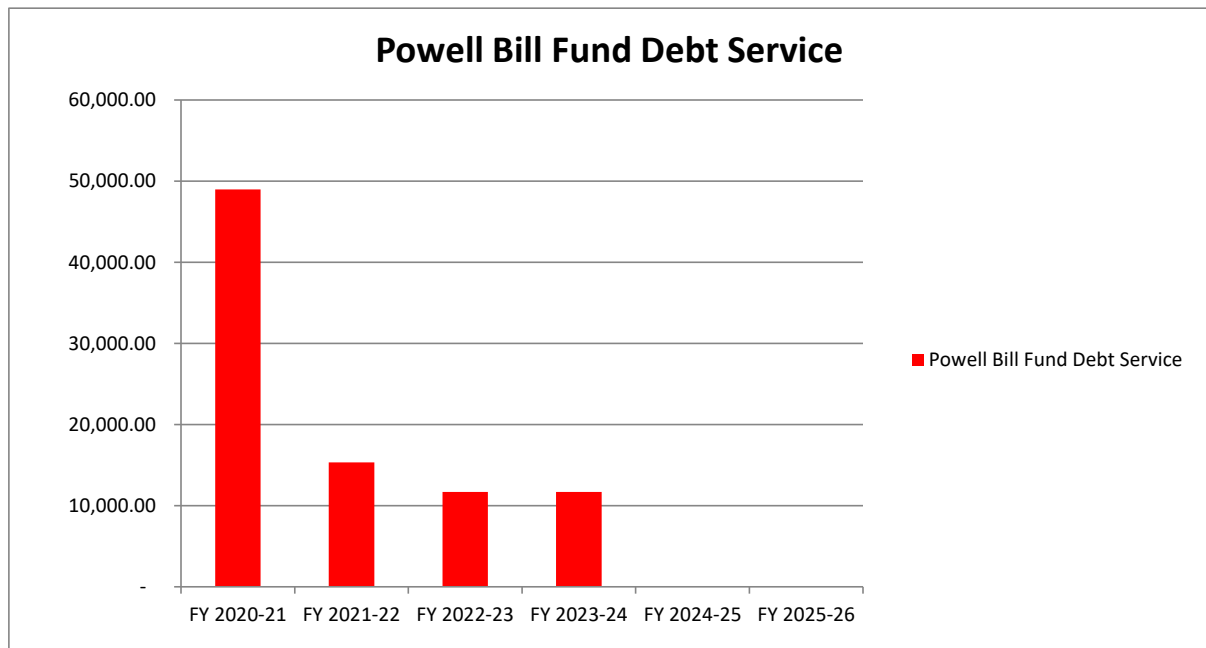
City of Shelby
 For 2022 12 (100.00% of the Fiscal Year)
 General Fund Expenditures by Division

DEPARTMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GOVERNING BOARD	85,921.00	85,921.00	80,559.28	0.00	5,361.72	93.80 %
TOTAL ADMINISTRATION	719,261.00	719,261.00	691,660.50	0.00	27,600.50	96.20 %
TOTAL FINANCE	656,717.00	656,717.00	589,049.53	0.00	67,667.47	89.70 %
TOTAL PURCHASING	77,710.00	83,392.00	83,025.57	0.00	366.43	99.60 %
TOTAL HUMAN RESOURCES	273,393.00	245,417.00	208,544.72	0.00	36,872.28	85.00 %
TOTAL CUSTOMER SERVICE	292,079.00	296,377.00	196,948.67	43,877.50	55,550.80	81.30 %
TOTAL INFORMATION SERVICES	329,919.00	331,621.00	272,913.76	1,586.57	57,120.67	82.80 %
TOTAL METER SERVICE	96,082.00	96,082.00	43,685.53	0.00	52,396.47	45.50 %
TOTAL GARAGE	534,715.00	534,715.00	520,548.14	0.00	14,166.86	97.40 %
TOTAL CITY HALL	452,800.00	114,855.00	114,883.50	0.00	-28.50	100.00 %
TOTAL POLICE	7,671,563.00	7,717,206.00	7,597,087.10	30,392.68	89,725.96	98.80 %
TOTAL COMMUNICATION	794,100.00	794,100.00	683,846.67	0.00	110,253.33	86.10 %
TOTAL FIRE	5,626,296.00	5,714,728.00	4,863,210.90	840,334.60	11,182.34	99.80 %
TOTAL BUILDING INSPECTIONS	416,775.00	353,090.00	248,623.05	0.00	104,466.95	70.40 %
TOTAL STREETS	1,276,305.00	1,308,076.00	1,213,762.03	0.00	94,313.57	92.80 %
TOTAL AIRPORT	438,275.00	585,935.00	597,374.86	80.62	-11,520.33	102.00 %
TOTAL SOLID WASTE	2,144,010.00	2,221,395.00	1,882,999.78	284,155.60	54,239.62	97.60 %
TOTAL GIS	54,989.00	87,788.00	73,855.88	3,093.55	10,838.57	87.70 %
TOTAL PLANNING SERVICES	590,950.00	591,376.00	472,689.14	29,631.00	89,055.36	84.90 %
TOTAL SPECIAL APPROPRIATIONS	2,948,525.00	10,165,466.00	8,717,378.39	0.00	1,448,087.61	85.80 %
TOTAL PARKS & RECREATION	1,717,290.00	1,722,886.00	1,503,957.82	74,117.24	144,810.70	91.60 %
TOTAL MAINTENANCE & CEMETERY	1,596,325.00	1,600,325.00	1,420,118.13	0.00	180,206.87	88.70 %
GRAND TOTAL	28,794,000.00	36,026,729.00	32,076,722.95	1,307,269.36	2,642,735.25	92.66 %

DEBT SERVICE - POWELL BILL FUND

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
<u>Installment Purchase Contracts</u>						
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	-	-
Total Debt Service - Powell Bill Fund	48,960.18	15,347.52	11,703.00	11,703.00	-	-

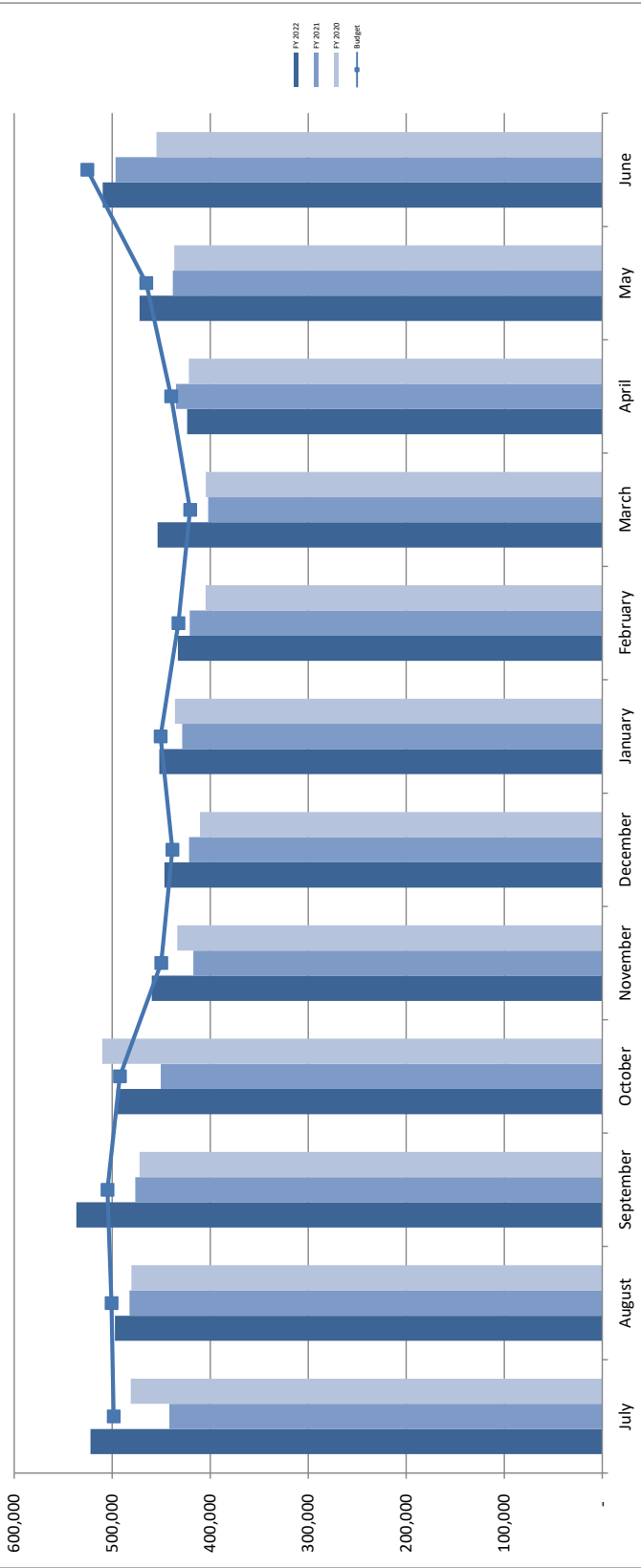
Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.



City of Shelby
Water Revenue Budget to Actual
FY 2022

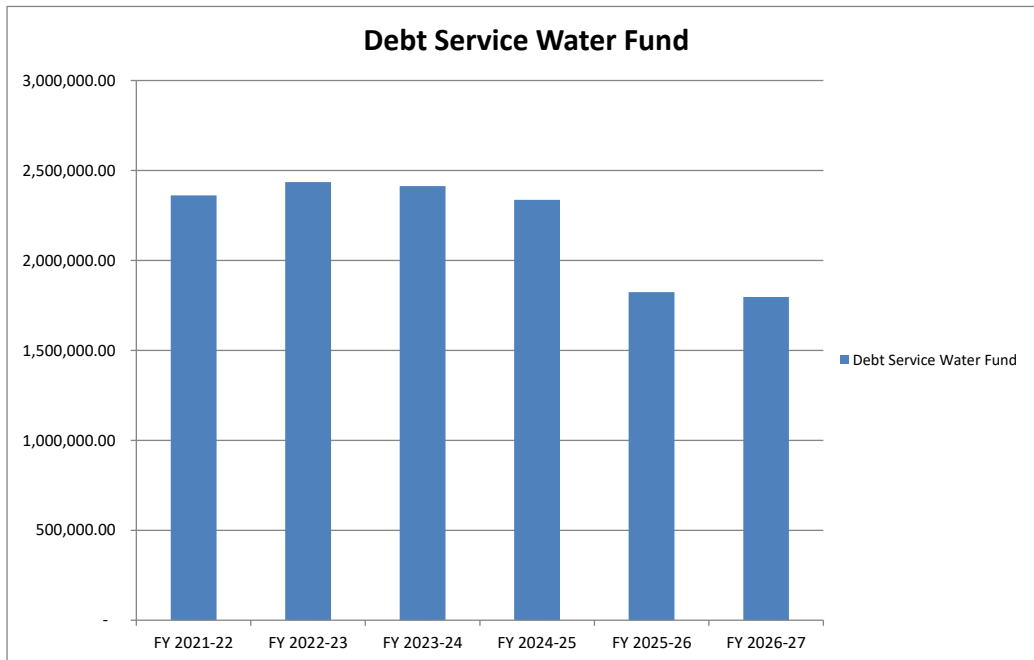
	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY 2022 Budget													
Inside Water													
Useage	132,961	135,912	137,516	130,967	116,874	114,782	120,220	110,024	106,297	114,535	123,558	147,145	1,490,790
Dollars	440,558.64	448,193.27	444,341.63	435,884.36	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
FY 2022 Actual													
Inside Water													
Useage	147,300	132,769	156,014	136,379	123,193	117,007	124,318	111,539	125,626	108,478	125,493	142,364	1,550,480
Dollars	465,884	437,870	478,412	441,580	410,286	395,299	406,740	382,611	409,335	376,413	414,936	456,348	5,075,712.49
Outside Water													
Useage	15,182	16,501	16,094	14,496	12,923	13,678	11,272	13,314	11,063	12,111	15,181	14,129	165,944
Dollars	56,397	59,395	58,290	54,158	49,260	51,542	45,241	50,453	44,404	47,116	57,221	53,459	626,936
Totals	162,482	149,270	172,108	150,875	136,116	130,685	135,590	124,853	136,689	120,589	140,674	156,493	1,716,424
Dollars	522,281	497,265	536,702	495,738	459,546	446,841	451,981	433,064	453,740	423,529	472,156	509,807	5,702,648.82
Variance													
Inside Water													
Useage	14,339	(3,143)	18,498	5,412	6,319	2,225	4,098	1,515	19,329	(6,057)	1,935	(4,781)	59,690
Dollars	25,325.14	(10,323.43)	34,069.94	5,695.37	10,173.30	2,964.00	3,813.57	(104.18)	34,181.15	(16,014.76)	(126.63)	(11,443.39)	78,210.06
Outside Water													
Useage	(190)	2,930	(283)	(414)	232	2,193	(658)	511	(289)	269	2,341	(1,224)	5,418
Dollars	(1,580.66)	6,807.52	(2,319.17)	(2,232.00)	(691.36)	5,285.63	(2,593.12)	654.91	(1,039.70)	(373.18)	7,035.44	(4,155.54)	4,799
Totals	14,149	(214)	18,215	4,997	6,551	4,418	3,440	2,026	19,040	(5,787)	4,276	(6,004)	65,108
Useage	23,744.48	(3,515.91)	31,750.77	3,463.37	9,481.94	8,249.63	1,220.44	550.72	33,141.45	(16,387.95)	6,908.81	(15,598.93)	83,008.82

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
<u>Revenue Bonds</u>						
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
<u>Installment Purchase</u>						
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	-
Total Debt Service - Water Fund	2,360,776.90	2,435,802.97	2,412,394.28	2,336,121.20	1,823,858.20	1,796,825.90

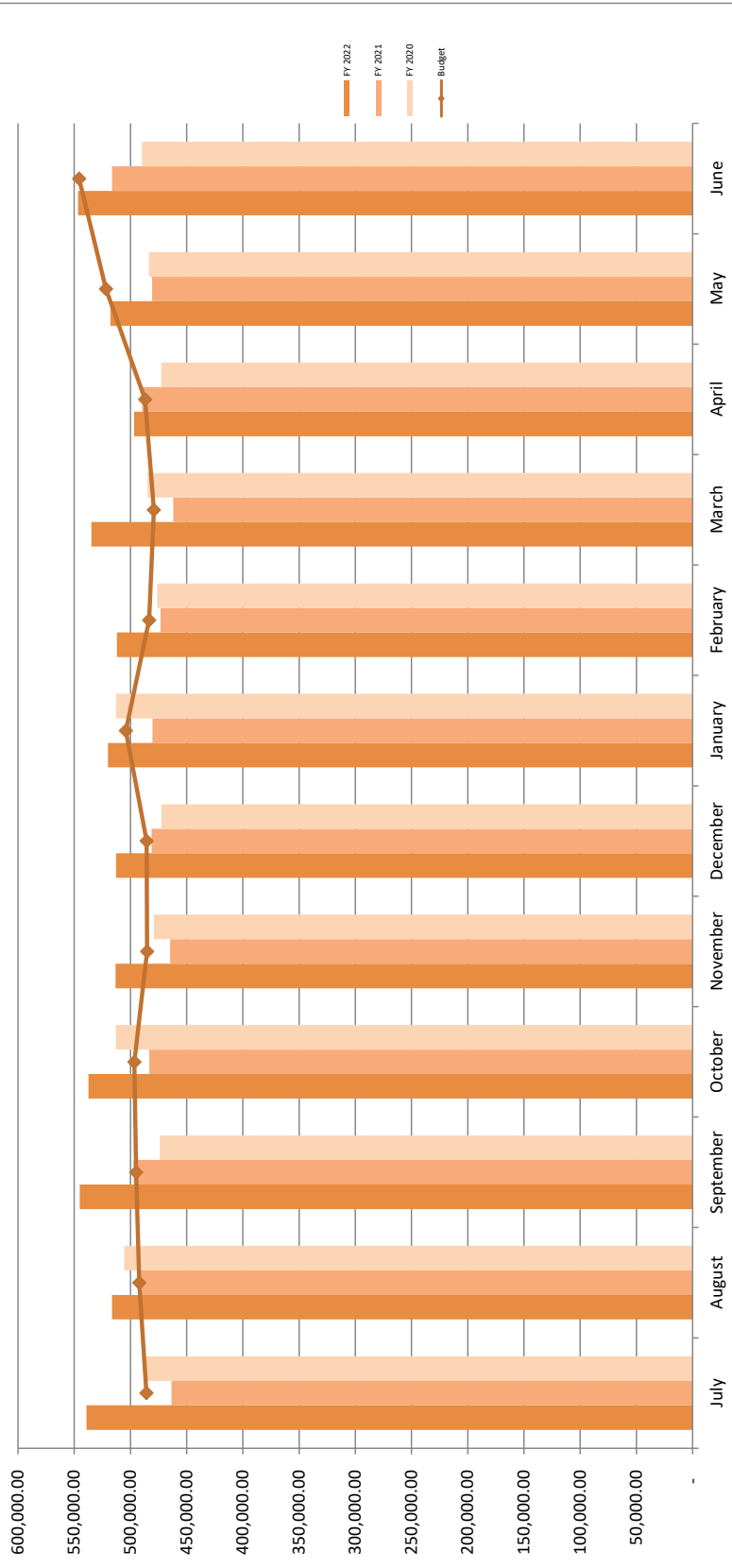
Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.



City of Shelby
Sewer Revenue Budget to Actual
FY 2022

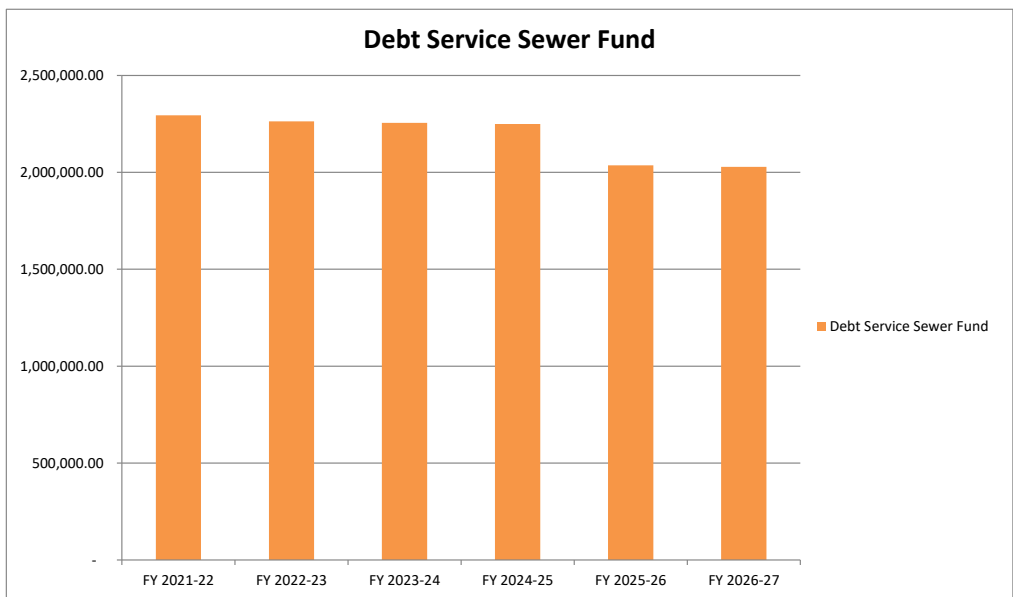
	July	August	September	October	November	December	January	February	March	April	May	June	Totals
FY 2022 Budget													
Inside Sewer													
Useage	68,512	70,250	53,846	69,057	66,689	67,452	71,487	66,675	64,185	66,827	76,924	82,341	824,244
Dollars	456,884.41	465,493.45	462,106.95	462,388.82	448,975.74	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
FY 2022 Actual													
Inside Sewer													
Useage	77,633	73,340	81,561	76,522	69,582	69,308	73,493	69,081	76,145	64,439	70,063	76,874	878,041
Dollars	501,861.04	479,112.06	505,097.81	493,553.81	468,967.36	467,397.01	476,820.51	465,389.56	487,518.06	448,973.36	469,853.21	497,673.81	5,762,217.60
Outside Sewer													
Useage	2,432	2,397	2,756	3,298	3,389	3,590	3,230	3,689	3,775	3,858	3,873	4,048	40,335
Dollars	37,319.18	37,327.88	39,989.26	43,817.13	44,221.07	45,502.36	43,117.93	46,590.33	47,290.96	47,708.85	47,885.34	49,003.80	529,774.09
Totals													
Useage	80,065	75,737	84,317	79,820	72,971	72,898	76,723	72,770	79,920	68,297	73,936	80,922	918,376
Dollars	539,180.22	516,439.94	545,087.07	537,370.94	513,188.43	512,899.37	519,938.44	511,979.89	534,809.02	496,682.21	517,738.55	546,677.61	6,291,991.69
Variance													
Inside Sewer													
Useage	9,121	3,090	27,715	7,465	2,893	1,856	2,006	2,406	11,960	(2,388)	(6,861)	(5,467)	53,797.33
Dollars	44,976.63	13,618.61	42,990.86	31,164.99	19,991.62	17,241.40	12,038.94	16,087.38	47,922.45	(2,045.33)	(15,750.09)	(12,109.54)	216,127.91
Outside Sewer													
Useage	(454)	(123)	(654)	(259)	(466)	(181)	(1,099)	108	(569)	489	512	728	(1,968.00)
Dollars	8,358.96	10,649.77	7,079.47	9,733.76	8,087.99	10,146.82	3,859.53	12,464.66	7,743.54	11,822.83	11,787.31	13,057.14	114,791.78
Totals													
Useage	8,667	2,967	27,061	7,206	2,427	1,675	907	2,514	11,391	(1,899)	(6,349)	(4,739)	51,829.33
Dollars	53,335.59	24,268.38	50,070.33	40,898.75	28,079.61	27,388.22	15,898.47	28,552.04	55,665.98	9,777.50	(3,962.78)	947.60	330,919.69

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
<u>Revenue Bonds</u>						
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
<u>Installment Purchase</u>						
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	-
Total Debt Service - Sewer Fund	2,294,423.55	2,263,473.45	2,255,510.66	2,249,381.66	2,036,506.90	2,028,546.34

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



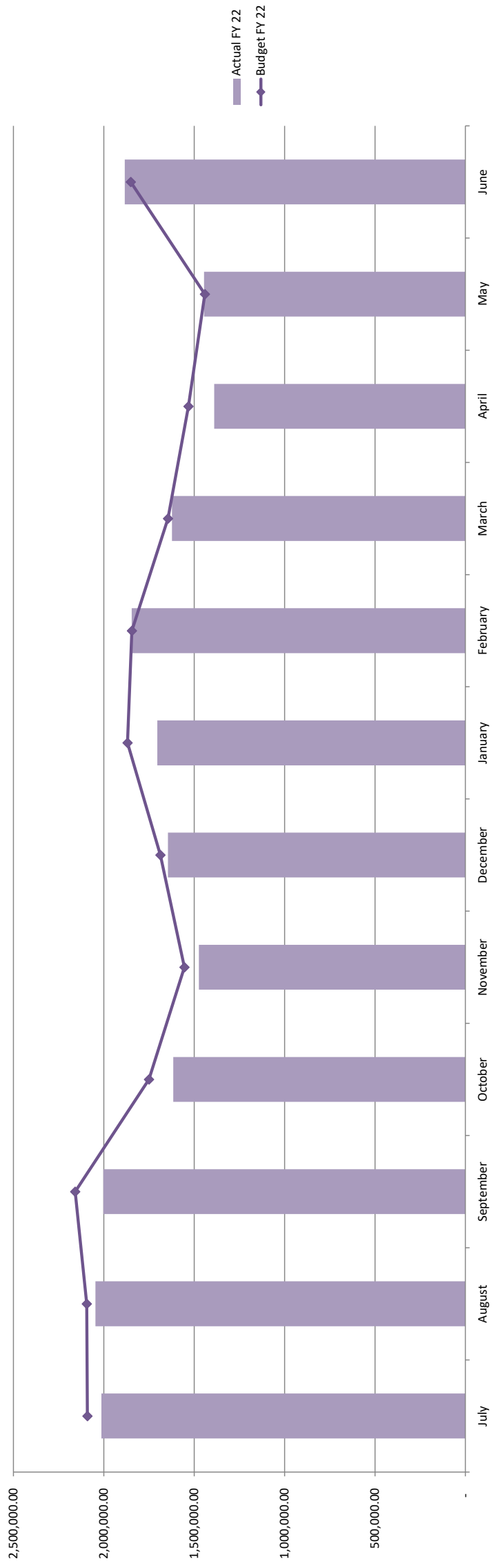
City of Shelby
Electric Revenues Budget to Actual
FY 2022

Revenues Budget FY 22	July	August	September	October	November	December	January	February	March	April	May	June	Totals
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
Totals	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

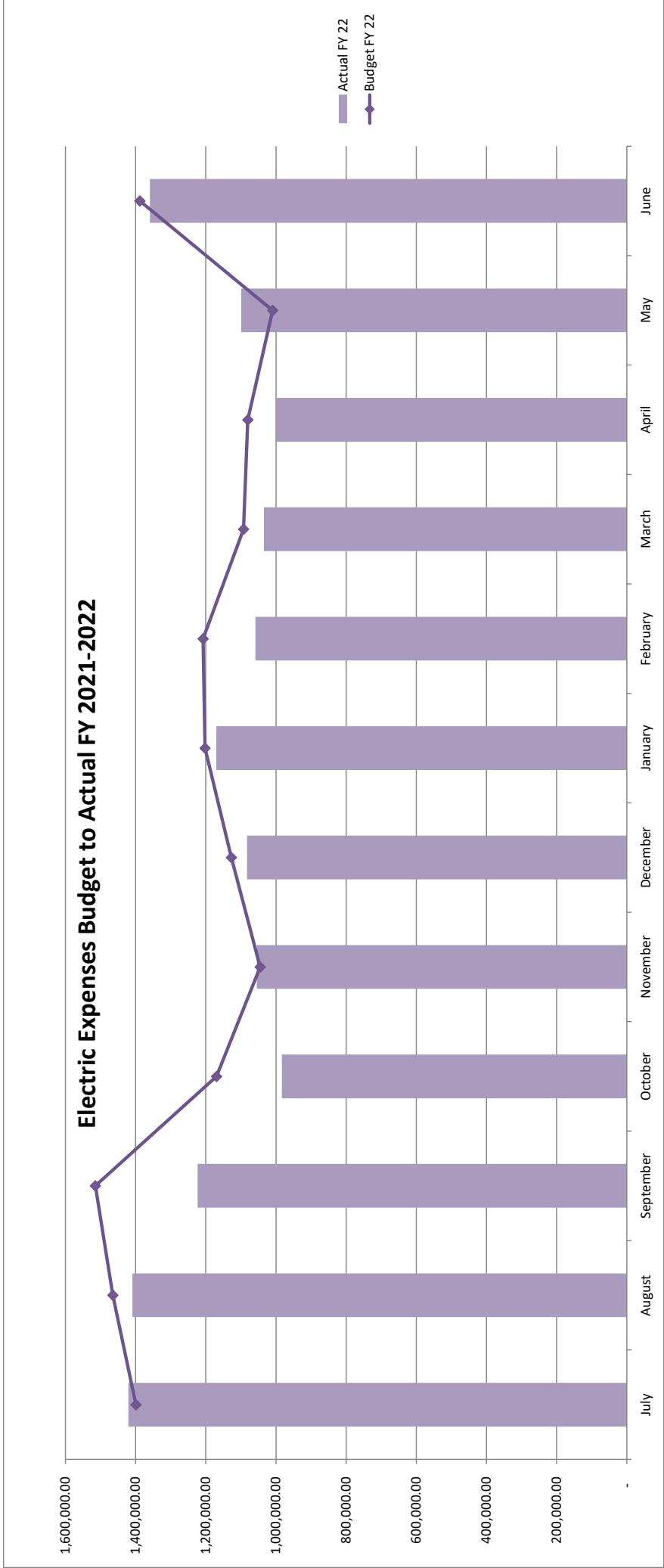
Actual FY 22	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Residential	880,501.52	879,896.06	842,330.03	619,318.24	609,393.40	777,604.00	834,348.82	945,256.32	734,285.84	579,665.63	576,818.62	777,875.72	9,057,294.19
Commercial	1,091,518.23	1,126,015.11	1,119,148.12	965,598.51	840,040.54	844,327.85	844,645.98	877,880.75	861,911.21	785,788.73	840,660.04	1,069,207.22	11,266,742.30
Industrial	41,076.50	40,385.09	41,368.65	30,744.31	24,976.71	23,605.54	24,693.97	22,940.15	26,811.44	23,691.95	27,901.10	36,729.28	-
Totals	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	1,846,077.22	1,623,008.49	1,389,146.31	1,445,379.76	1,883,812.22	20,688,961.18

Revenue Variance	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Residential	(7,691.27)	(25,174.77)	(47,073.91)	(64,666.57)	(14,105.44)	(21,052.66)	(92,161.77)	33,245.37	(28,119.45)	(68,797.75)	2,003.64	7,308.66	(326,285.93)
Commercial	(92,005.55)	(40,795.92)	(126,073.42)	(84,271.30)	(75,965.67)	(28,925.50)	(83,165.49)	(39,779.55)	(6,471.64)	(80,693.37)	(10,082.87)	13,331.78	(654,898.50)
Industrial	21,570.58	17,996.18	17,631.57	13,954.60	9,979.21	8,227.27	9,870.62	7,419.22	12,071.80	6,783.30	12,217.21	12,424.06	150,145.61
Totals	(78,126.24)	(47,974.50)	(155,515.76)	(134,983.27)	(80,091.90)	(41,750.89)	(165,456.64)	885.04	(22,519.29)	(142,707.83)	4,137.97	33,064.50	(831,038.82)

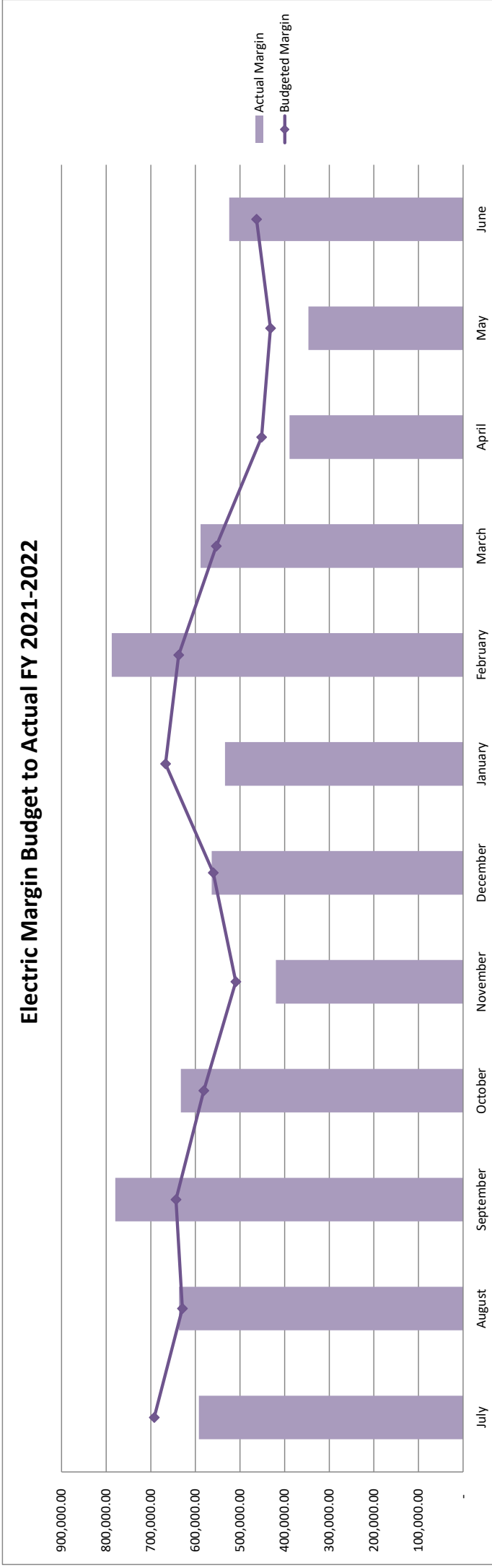
Electric Revenues Budget to Actual FY 2021-2022



Expenses													
Budget FY 22													
	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
Totals	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
Actual FY 22													
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	1,024,848.52	1,000,846.61	967,795.90	1,066,332.54	1,324,525.28	13,486,577.39
SEPA	33,362.07	35,097.20	34,006.80	35,274.36	33,772.52	35,901.74	34,214.73	33,608.38	33,748.04	32,259.96	32,468.68	34,967.82	408,682.30
Totals	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	1,058,456.90	1,034,594.65	1,000,055.86	1,098,801.22	1,359,493.10	13,895,259.69
Expense Variance													
NCMPA1	(38,822.48)	39,952.12	278,066.01	184,698.47	(11,666.40)	42,937.18	27,347.62	142,413.83	54,088.34	76,702.68	(92,274.31)	19,979.56	723,422.61
SEPA	16,761.23	15,854.37	13,491.97	1,599.63	1,977.18	1,919.12	4,603.21	6,921.75	3,512.79	3,374.73	2,941.29	8,360.44	81,317.70
Totals	(22,061.25)	55,806.49	291,557.98	186,298.10	(9,689.22)	44,856.30	31,950.82	149,335.58	57,601.13	80,077.41	(89,333.03)	28,340.00	804,740.31

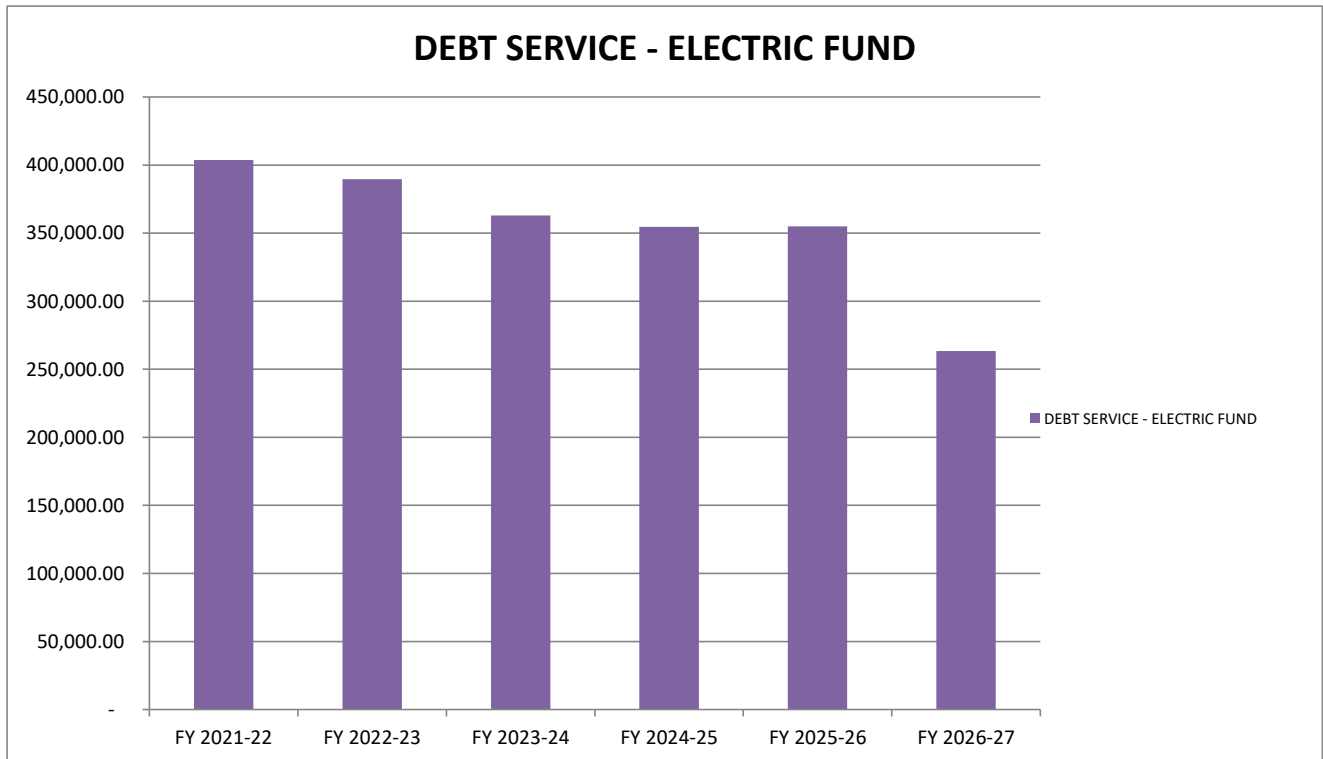


Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	2,091,222.49	2,094,270.76	2,158,362.56	1,750,644.33	1,554,502.55	1,687,288.28	1,869,145.41	1,845,192.18	1,645,527.78	1,531,854.14	1,441,241.79	1,850,747.72	21,520,000.00
Budgeted Expenses	(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	1,846,077.22	1,623,008.49	1,389,146.31	1,445,379.76	1,883,812.22	20,688,961.18
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)	(1,058,456.90)	(1,034,594.65)	(1,000,055.86)	(1,098,801.22)	(1,359,493.10)	(13,895,259.69)
Actual Margin	592,156.75	636,936.29	779,713.43	632,416.05	419,546.05	563,319.59	533,591.06	787,620.32	588,413.84	389,090.45	346,578.54	524,319.12	6,793,701.49
Margin Variance	(100,187.49)	7,831.98	136,042.21	51,314.83	(89,781.12)	3,105.41	(133,505.82)	150,220.62	35,081.84	(62,630.42)	(85,195.06)	61,404.50	(26,298.51)



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

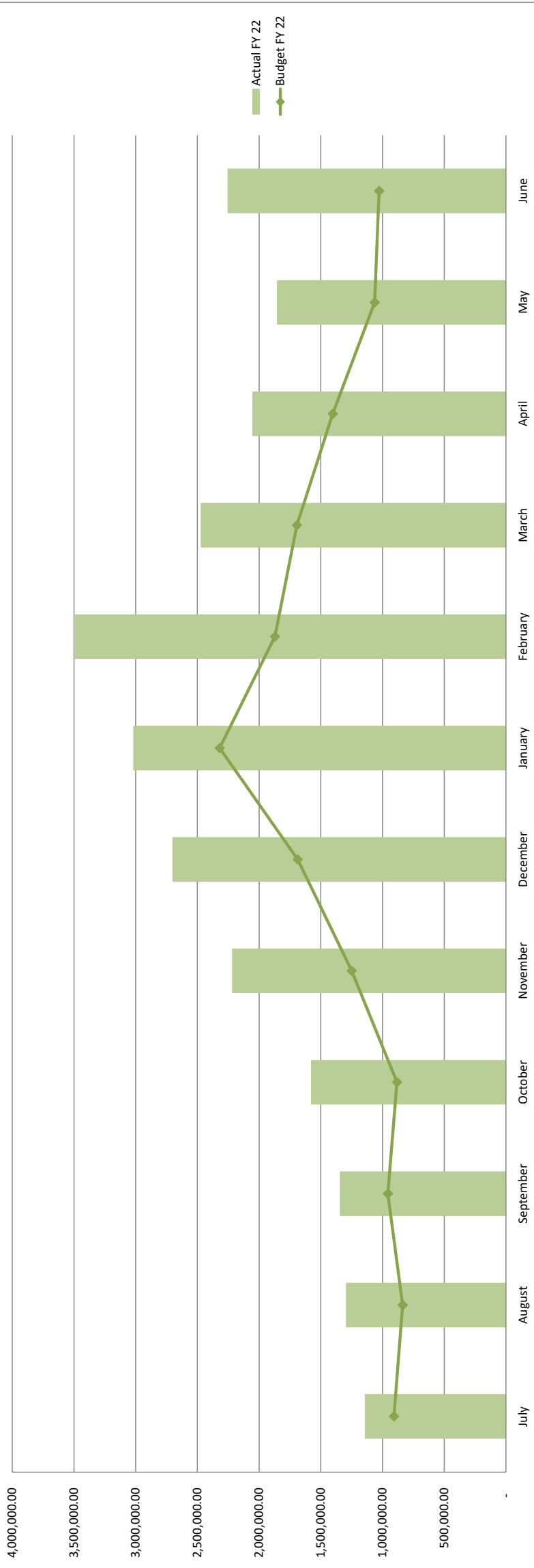
Installment Purchase Contracts are 59-month borrowings for purchase of items such as vehicles and capital equipment.



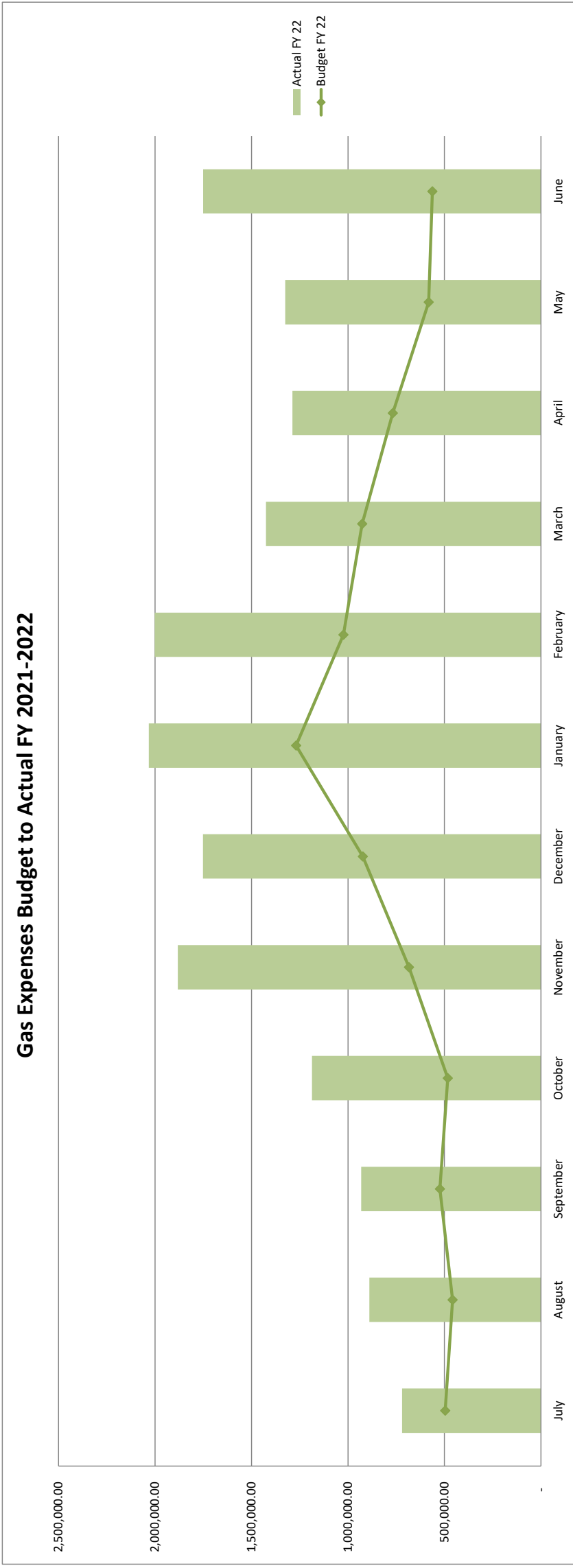
City of Shelby
Gas Revenues Budget to Actual
FY 2022

Revenues Budget FY 22	July	August	September	October	November	December	January	February	March	April	May	June	Totals
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
Totals	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
Actual FY 22	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Residential	126,424.43	121,787.88	125,541.02	149,464.40	394,056.64	728,265.43	755,393.66	1,074,649.06	651,802.64	391,363.49	229,003.66	169,075.48	4,916,827.79
Commercial	216,803.16	218,558.89	258,602.85	281,892.54	505,654.31	717,196.74	815,064.96	937,285.51	640,729.19	388,706.82	247,601.46	224,436.44	5,452,532.87
High Load Factor	45,862.44	53,682.87	67,506.54	65,253.37	83,735.97	88,483.26	109,697.66	29,491.30	32,288.55	26,288.67	28,038.14	35,561.22	665,889.99
Interruptibles	61,086.99	63,329.37	69,418.16	79,776.44	95,750.57	124,422.21	80,488.41	118,444.61	99,683.12	91,846.09	116,024.82	151,355.01	1,151,625.80
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	1,333,548.14	1,049,148.38	1,155,671.78	1,234,176.37	1,675,168.41	13,248,107.57
Totals	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	3,493,418.62	2,473,651.88	2,053,876.85	1,854,844.45	2,255,596.56	25,434,984.02
Revenue Variance	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Residential	3,828.85	2,519.40	4,234.85	19,664.85	148,044.98	142,246.71	(36,314.37)	436,861.78	147,663.13	23,695.61	44,658.38	28,562.88	965,667.06
Commercial	89,657.25	80,473.11	107,710.42	124,589.32	281,497.98	265,612.68	162,625.50	414,616.06	219,642.01	50,930.52	87,074.44	82,056.72	1,966,486.02
High Load Factor	24,658.04	36,427.00	54,310.86	54,715.86	39,319.76	38,787.57	57,759.17	(27,443.76)	(17,963.06)	(27,310.01)	(22,441.95)	(14,899.19)	195,920.28
Interruptibles	7,148.72	8,900.01	17,572.03	29,402.53	30,530.12	68,296.01	26,810.11	41,630.33	46,830.95	36,944.54	64,706.41	96,712.30	475,484.06
Special lnd Class	110,199.14	331,040.58	205,489.97	468,384.76	469,938.69	498,631.46	488,738.27	756,471.07	383,546.58	566,746.32	617,304.19	1,034,935.57	5,931,426.60
Totals	235,492.00	459,360.10	389,318.13	696,757.32	969,331.54	1,013,574.42	699,618.69	1,622,135.49	779,719.61	651,006.98	791,301.47	1,227,368.27	9,534,984.02

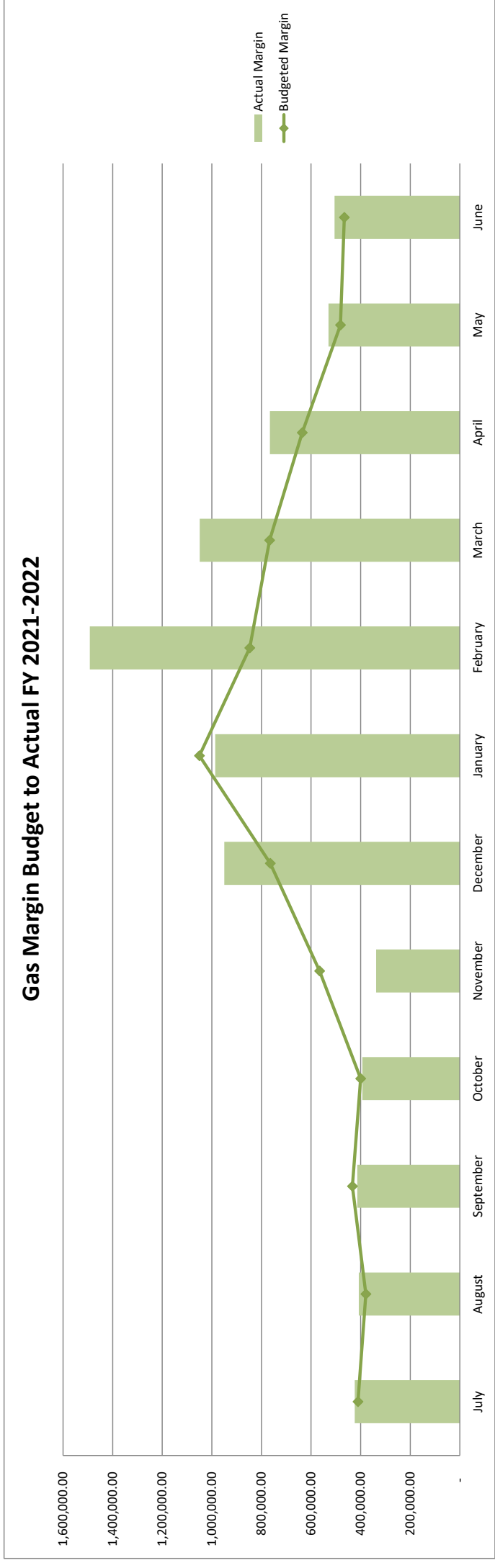
Gas Revenues Budget to Actual FY 2021-2022



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
Actual FY 22	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	2,001,054.86	1,424,634.40	1,288,249.30	1,324,908.91	1,750,418.53	17,180,913.81
Expense Variance	(222,904.13)	(430,949.16)	(408,490.86)	(703,150.86)	(1,197,670.42)	(828,202.40)	(763,220.34)	(977,145.22)	(497,765.80)	(520,641.26)	(742,970.30)	(1,187,803.05)	(8,480,913.81)

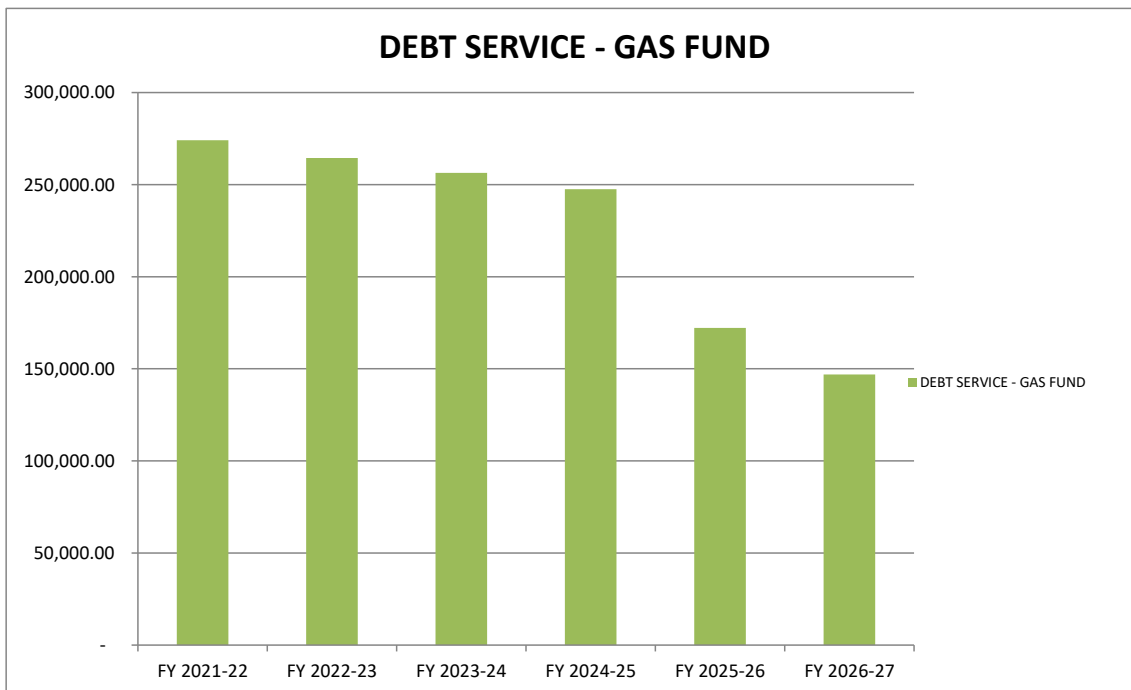


Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	907,262.79	836,938.70	956,317.74	883,045.05	1,249,620.66	1,687,656.91	2,319,301.61	1,871,283.13	1,693,932.27	1,402,869.87	1,063,542.98	1,028,228.29	15,900,000.00
Budgeted Expenses	496,426.81	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	3,493,418.62	2,473,651.88	2,053,876.85	1,854,844.45	2,255,596.56	25,434,984.02
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	2,001,054.86	1,424,634.40	1,288,249.30	1,324,908.91	1,750,418.53	17,180,913.81
Actual Margin	423,423.85	407,402.05	413,876.81	393,475.91	337,527.08	949,594.02	986,648.13	1,492,363.76	1,049,017.48	765,627.55	529,935.54	505,178.03	8,254,070.21
Margin Variance	12,587.87	28,410.94	(19,172.73)	(6,393.55)	(228,338.88)	185,372.02	(63,601.66)	644,990.27	281,953.81	130,365.72	48,331.17	39,565.22	1,054,070.21



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

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



City of Shelby
 For 2022 12 (100.00% of the Fiscal Year)
 Utility Funds Expenditures by Department

	ORIGINAL APPROP	TRANFRS ADJSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WATER ADMINISTRATION	3,242,898.00	650,715.00	3,893,613.00	3,877,253.17	4,014.85	12,344.83	99.7 %
TOTAL WATER LINES OPERATIONS	843,190.00	-57,331.00	785,859.00	713,555.45	18,550.00	53,753.35	93.2 %
TOTAL WATER PLANT OPERATIONS	1,953,083.00	90,552.00	2,043,635.00	1,844,646.37	126,886.89	72,102.05	96.5 %
TOTAL WATER	6,039,171.00	683,936.00	6,723,107.00	6,435,454.99	149,451.74	138,200.23	97.9 %
TOTAL SEWER ADMINISTRATION	3,024,004.00	764,021.00	3,788,025.00	3,726,153.99	4,014.85	57,856.01	98.5 %
TOTAL SEWER LINES OPERATIONS	1,008,340.00	184,182.00	1,192,522.00	1,064,370.90	28,250.51	99,900.12	91.6 %
TOTAL SEWER PLANT OPERATIONS	2,366,300.00	55,049.00	2,421,349.00	1,994,445.21	154,426.44	272,476.86	88.7 %
TOTAL SEWER	6,398,644.00	1,003,252.00	7,401,896.00	6,784,970.10	186,691.80	430,232.99	94.2 %
TOTAL ELECTRIC ADMINISTRATION	2,560,638.00	6,785,462.00	9,346,100.00	3,590,425.94	4,021.41	5,751,652.25	38.5 %
TOTAL ELECTRIC PURCHASE	16,220,000.00	0.00	16,220,000.00	14,227,126.60	0.00	1,992,873.40	87.7 %
TOTAL ELECTRIC LINES	3,258,817.00	371,627.00	3,630,444.00	2,544,603.80	482,250.33	603,589.89	83.4 %
TOTAL ELECTRIC	22,039,455.00	7,157,089.00	29,196,544.00	20,362,156.34	486,271.74	8,348,115.54	71.4 %
TOTAL NATURAL GAS ADMINISTRATION	4,541,910.00	1,942,653.00	6,484,563.00	6,271,197.71	34,021.41	179,343.73	97.2 %
TOTAL NATURAL GAS PURCHASE	9,370,000.00	8,200,000.00	17,570,000.00	16,186,108.25	0.00	1,383,891.75	92.1 %
TOTAL NATURAL GAS LINES	2,213,690.00	365,726.00	2,579,416.00	1,778,121.49	204,328.43	596,966.28	76.9 %
TOTAL NATURAL GAS	16,125,600.00	10,508,379.00	26,633,979.00	24,235,427.45	238,349.84	2,160,201.76	91.9 %

City of Shelby
Weather Variances
Fiscal Year to Date at June 30, 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	4.20	0.30	0	0	0	586	512	-74
March	4.70	7.60	2.90	24	9	-15	464	314	-150
April	3.30	3.40	0.10	23	37	14	223	179	-44
May	4.40	4.20	(0.20)	116	197	81	51	16	-35
June	4.30	2.80	(1.50)	337	405	68	0	0	0
Totals	48.20	46.80	(1.40)	1,817	1,895	78	3,292	2,812	(480)

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

** Source www.climate.fizber.com

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

D. Unfinished Business

Agenda Item: D-1

- 1) SECOND READING: An Ordinance amending Chapters 1, 10, 16, 20, 30, 32, 34 of the City of Shelby Code of Ordinances: Ordinance No. 46-2022

Unfinished Business Agenda Item: (Andrea Leslie-Fite, City Attorney)

- Memorandum dated July 12, 2022 from Andrea Leslie-Fite, City Attorney to Rick Howell, City Manager
- Ordinance No. 46-2022

City Manager's Recommendation / Comments

Ordinance No. 46-2022 is presented for City Council as a SECOND READING at this time. This ordinance amendment results from action taken by the North Carolina General Assembly amending NCGS 160-175.

The City Attorney has provided me with a memorandum of explaining the needed changes. She will address Council at this time and answer any questions you may have.

It is recommended that Ordinance No. 46-2022 be adopted and approved via the Consent Agenda at this time.



To: Rick Howell, City Manager

From: Andrea Leslie-Fite, City Attorney

Date: July 12, 2022

Subject: Revisions of Chapters 1,10, 16, 20,30,32,34 of the City Code to Comply with amendments to N.C.G.S. §160A-175

Background:

N.C.G.S. §160A-175, as amended, decriminalizes certain ordinances unless the municipality adds a provision to each section that the section can be enforced criminally, as a misdemeanor. Prior to this law, the City's ordinances were deemed misdemeanors if violated. In order to continue enforcing certain city ordinances as misdemeanors, each section will need to be updated to specifically enumerate misdemeanor enforcement. The proposed ordinance makes needed changes to update Chapters 1,10,16,20,30,32, and 34 following the review of the Code of Ordinances by City Staff. The proposed will require two reads prior to adoption.

Recommendation

It is recommended that City Council, following two reads of the proposed ordinance, adopt the Ordinance entitled: An Ordinance Amending Chapter 1,10, 16,20,32, and 34 of the Shelby City Code of Ordinances

ORDINANCE NO. 46-2022

**AN ORDINANCE AMENDING CHAPTERS 1, 10, 16, 20, 30, 32, 34
THE CITY OF SHELBY CODE OF ORDINANCES**

WHEREAS, the Shelby City Council deems it prudent and necessary to update the Code of Ordinances to reflect new conditions and changed circumstances; and

WHEREAS, N.C.G.S. 160A-175 provided that effective December 1, 2021 a violation of a city ordinance may be a misdemeanor as provided by N.C.G.S. § 14-4 only if the City specifies such in the ordinance; and

WHEREAS, prior to December 1, 2021 state law provided that the violation of a city ordinance is a misdemeanor unless the City otherwise provides;

WHEREAS, the Shelby City Council intends for certain ordinance violations to continue to be punishable as a misdemeanor;

WHEREAS, Part XIII of Senate Bill 300/Session Law 2021-138 expressly prohibits criminal penalties for the regulation and licensing of businesses and trades; and

WHEREAS, Part XII of Senate Bill 300/Session Law 2021-138 expressly prohibits criminal penalties for the regulation of trees.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City of Shelby Code of Ordinances be amended as follows:

Sec. 1-4. - Enforcement of ordinances.

~~(a) *General enforcement.* Unless otherwise expressly stated in a specific ordinance, violations of this Code of Ordinances or any other city ordinance shall constitute a misdemeanor, and/or at the election of the city shall subject the violator to criminal penalties, civil penalties and/or, where permitted by law, equitable remedies for said violation as hereinafter provided.~~

~~(b) *Injunction and order of abatement remedies.*~~

(1) Any provision of this Code or any other city ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement by the general court of justice. When a violation of such a provision occurs, the city may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the North Carolina Rules of Civil Procedure in general and Rule 65 in particular.

(2) An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; that fixtures, furniture or other movable property be removed from buildings on the property; that abandoned or junked vehicles be removed; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with this Code or any other city ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the city may execute the order of abatement. The city shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and material man's lien. The defendant may secure cancellation of a filed lien by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(eb) Civil penalties.

(1) Upon determination of a violation of any subsection of this Code or any other city ordinance, the penalty for which is a civil penalty, the city shall cause a notice of violation to be issued to the violator by the appropriate official of the city and served on the violator or his agent, either in person or by first class United States mail, postage prepaid and addressed to the last known address of the violator as contained in the records of the city or as obtained from the violator or his agent. The appropriate city official serving the notice of violation shall sign and have notarized an affidavit describing the type of service and the date of service. The violator shall be deemed to have been served upon the mailing or personal service of the notice of violation. The notice of violation shall set out the nature of the violation, the code section or ordinance violated, the date or dates of the violation, and shall contain an order to cease the violation immediately or as otherwise provided by the ordinance being violated. The notice of violation shall specify that failure to comply with the ordinance may result in issuance of a citation and/or a civil action requiring payment of a civil penalty, together with costs, attorney fees, and such other relief as may be provided by law. The notice of violation shall also inform the violator of the violator's appeal rights. If the violation is in the nature of an offense for which an order of abatement would be appropriate in a civil proceeding, a reasonable period of time must be stated within which the violation must be abated.

(2) The violator may file an appeal from a notice of violation within ten days from the service date of the notice of violation as indicated on the affidavit of service. An appeal is deemed filed when it is received by the city manager or his stated

designee. Forms and instructions for filing an appeal shall be made available at the office of the city manager or his said designee. A violator who fails to file an appeal within the time period described above is deemed to have forfeited the right to appeal the violation, the notice of violation, the civil citations, and the civil penalties assessed for the violation. Appeals shall be heard by administrative process established by the city. The decision of the administrative appeal arbiter shall be final. If an appeal is denied, the violator shall have ten days following the date of the decision to comply with the ordinance in question.

(3) Where the city determines that the period of time stated in the original notice of violation is not sufficient for abatement based upon the work required or based on a consent agreement, the city may at any time amend the notice of violation to provide for additional time.

(4) Upon failure of the violator to appeal or to comply with the notice of violation within ten days of service of the notice of violation, a civil citation shall be issued by the appropriate official of the city and served on the violator or his agent, either in person or by first class United States mail, postage prepaid and addressed to the last known address of the violator. The appropriate city official serving the civil citation shall sign and have notarized an affidavit describing the type of service and the date of the service. The violator shall be deemed to have been served upon the mailing or personal service of the civil citation.

(5) The civil citation shall direct the violator to immediately cease the violation, shall inform the violator of the civil penalty, and shall direct the violator to make payment of the civil penalty to the city manager or his stated designee, within ten days of the date of the civil citation, or alternatively to pay the citation by mail postmarked within ten days of service of the civil citation. Once a notice of violation has been issued and the ten-day appeal or warning period has expired, civil citations may be issued for each day the same or similar violation continues until the prohibited activity is ceased or abated.

(6) If a violation is repeated within a two year period from the date of the initial violation, it shall be considered to be a continuation of the initial violation, whether or not the previous violation was voluntarily ceased or abated by the violator within the ten-day period following service of the notice of violation, and shall be subject to additional penalties and remedies as set forth in this stion. A repeat violation is one which is identical to or reasonably similar to a previous violation for which a notice of violation or civil citation has been issued by the city.

(7) If the violator fails to respond to a civil citation within ten days of its service, and pay the penalty prescribed therein, the city may institute a civil action in the appropriate division of the North Carolina General Court of Justice for abatement

of the violation and/or for the collection of the citation penalty, costs, attorney fees and such other relief as permitted by law.

~~(d-c)~~In the event any provision of this section is found to be in conflict with any other provision of any other ordinance or code of the city, the more specific provision shall prevail. In the event any provision of this section is found to be invalid, the remaining provisions shall remain effective and valid.

~~(e-d)~~ The time periods in this section shall be computed in the manner set forth in Rule 6(a) and 6(e) of the North Carolina Rules of Civil Procedure.

~~(f-e)~~The provisions of this Code and any other city ordinances may be enforced by one, all or a combination of the remedies authorized and prescribed by this section unless otherwise provided by ordinance.

~~(g f)~~ If any provision of this Code is violated by a corporation or statutory corporate entity, the officer, agent or employee who violates such provision, or who procures, aids or abets such violation, shall be subject to the same penalties as if he himself committed the violation.

~~(h g)~~ The existing provisions of the Code of Ordinances, the violation of which shall subject the offender to civil penalties and/or a combination of any other remedy authorized and prescribed by this section, are as follows:

Sec. 1-5. - General penalty.

~~(a) Unless otherwise provided herein or by ordinance, each violation of this Code and any other city ordinance constitutes a misdemeanor. Any person, firm, corporation, or other entity convicted of violating the provisions of this Code is, upon conviction, guilty of a misdemeanor and is subject to a fine not to exceed \$500.00 and/or subject to imprisonment for a period not to exceed 30 days.~~

(a) Unless otherwise provided by specific ordinance, civil penalties shall be in the following amounts:

First citation: \$50.00

Second citation for same or similar violation: \$100.00

Third and subsequent citations for same or similar violation: \$500.00

Once a notice of violation has been issued and the ten-day warning period has expired, civil citations in the above amounts may be issued for each day the same or similar violation continues until the prohibited activity is ceased or abated in accordance with section 1-4.

(b) In the event any provision of this section is found to be in conflict with any other provision of any other ordinance or code of the city, the more specific provision shall prevail. In the event any provision of this section is found to be invalid, the remaining provisions shall remain effective and valid.

Sec. 10-37. - False statement; penalty.

Any person who shall willfully make any false statement in any application for a license under any section of this article or schedule shall be guilty of a misdemeanor, and upon conviction shall be **punished as provided by G.S. 14-4** ~~fined and/or imprisoned subject to the general penalty provisions in section 1-4.~~

Sec. 16-81. - Penalties and remedies.

(b) A violation of this article by reasons of conditions described in [section 16-72](#), shall constitute a misdemeanor, punishable ~~by a fine of not more than \$500.00 or imprisonment for not more than 30 days~~ as provided by G.S. 14-4.

Sec. 20-42. - Penalty.

Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall upon conviction be punished in accordance with ~~section 1-4~~ G.S. 14-4.

Sec. 30-112. - Display of sexually explicit material in establishments frequented by minors. [Offenses and Miscellaneous Provisions/ Offenses against Public Morals]

(d) *Violations.*

(1) A violation of this section shall constitute a misdemeanor **and shall be punished as provided by G.S. 14-4.**

(2) In addition to criminal penalties, a violation of this section may be enforced by the institution of proceedings in the form of a civil action for equitable and injunctive relief to restrain or prohibit the violation. The proceeding shall be brought in the superior court of the county. The institution of any proceeding for equitable or injunctive relief under this subsection shall not relieve any party to such proceedings of any criminal penalty imposed for violation of any part of this section.

**Sec. 32-3. - Ban on registered sex offenders from city parks and recreation facilities.
[Parks and Recreation/In General]**

(b)*Penalties.* Violation of this section shall be a ~~class 1~~ misdemeanor, ~~punishable by a fine of \$500.00 and/or incarceration for up to 30 days~~ punished as provided by G.S. 14-4. Each entry into a public park, regardless of the time period between such entries, shall constitute a separate offense under this article.

Sec. 34-67. - Violations of article.

Any person violating any of the provisions of this article or filing or causing to be filed an application for a permit or certificate under this article containing false or fraudulent statements shall upon conviction be punished as prescribed in ~~accordance with G.S. 14-4~~. If the violation charged is soliciting contributions for any charitable purpose without a permit or soliciting contributions for any religious purpose without a certificate, each such act of solicitation shall constitute a separate offense.

Sec. 42-121. - Violation; penalty.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor and shall be punished in accordance with ~~G.S. 14-4 section 1-4~~.

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

ADOPTED AND APPROVED this the 1st day of August, 2022.

O. Stanhope Anthony, III
Mayor

ATTEST:

Carol Williams
City Clerk

APPROVED AS TO FORM:

Andrea Leslie-Fite
City Attorney

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

Agenda Item: D-2

- 1) SECOND READING: An Ordinance amending Chapter 12 of the City of Shelby Code of Ordinances: Ordinance No. 47-2022

Unfinished Business Agenda Item: (Andrea Leslie-Fite, City Attorney)

- Memorandum dated July 12, 2022 from Andrea Leslie-Fite, City Attorney to Rick Howell, City Manager
- Ordinance No. 47-2022

City Manager's Recommendation / Comments

Ordinance No. 47-2022 is presented for City Council as a SECOND READING at this time. This ordinance amendment results from action taken by the North Carolina General Assembly amending NCGS 160-175.

The City Attorney has provided me with a memorandum of explaining the needed changes. She will address Council at this time and answer any questions you may have.

It is recommended that Ordinance No. 47-2022 be adopted and approved via the Consent Agenda at this time.



To: Rick Howell, City Manager

From: Andrea Leslie-Fite, City Attorney

Date: July 12, 2022

Subject: Proposed Revisions to Chapter 12 of the Code of Ordinances

Background:

Article 17 of Chapter 160A of the North Carolina General Statutes authorizes cities to operate cemeteries. The City of Shelby owns and operates cemeteries within its corporate boundaries as authorized by Article 17 of Chapter 160A. Recent conditions and the evolution of monument materials constitute changed circumstances in the operation and maintenance of city owned cemeteries. The proposed ordinance language endeavors to maintain the proper and orderly upkeep of city owned cemetery grounds.

Recommendation

It is recommended that City Council, following two reads of the proposed ordinance, adopt the Ordinance entitled: An Ordinance Amending Chapter 12 of the Shelby City Code of Ordinances

ORDINANCE NO. 47-2022

**AN ORDINANCE AMENDING CHAPTER 12 OF
THE CITY OF SHELBY CODE OF ORDINANCES**

WHEREAS, Article 17 of Chapter 160A authorizes cities to operate cemeteries; and

WHEREAS, the City of Shelby owns and operates cemeteries within its corporate boundaries as authorized by Article 17 of Chapter 160A; and

WHEREAS, the Shelby City Council deems it prudent and necessary to update the Code of Ordinances to reflect new conditions and changed circumstances in the operation and maintenance of city owned cemeteries; and

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City of Shelby Code of Ordinances be amended as follows:

Sec. 12-9. - Approval required for mausoleums.

(a) No mausoleum shall be erected in any cemetery unless its location is first approved by the cemetery superintendent, and unless plans and specifications are submitted to and approved by the superintendent.

(b) All mausoleums shall be constructed of first quality granite or marble only. **Granite means a common, coarse-grained, light-colored, hard igneous rock consisting chiefly of quartz, orthoclase or microcline, and mica, used in monuments for building. Marble means a metamorphic rock formed by alteration of limestone or dolomite, often irregularly colored by impurities, and used especially in architecture and sculpture.**

(c) The foundations for all mausoleums shall be **made** of solid masonry concrete and **include a sufficient number** columns to sustain the weight of the mausoleum. The area at the top of such foundations must be at least equal to that of the base of the superstructure. Foundations shall be constructed by **a licensed and bonded** mausoleum company under the specifications set out above at the expense of the owner/company.

Sec. 12-44. - Memorials and installations.

(a) The city reserves the right to regulate the size and quality of all memorials, foundations and other construction placed upon any grave or lot in city cemeteries, and to prevent the erection, construction or placing of any objects which may conflict with this chapter, or which may be injurious to the general appearance of the cemeteries and to remove them if necessary. The city shall not be responsible for theft or damage to anything placed on graves or lots.

(b) All monuments shall be constructed of first quality granite or marble only. **Granite means a common, coarse-grained, light-colored, hard igneous rock consisting chiefly of**

quartz, orthoclase or microline, and mica, used in monuments for building. Marble means a metamorphic rock formed by alteration of limestone or dolomite, often irregularly colored by impurities, and used especially in architecture and sculpture.

(c) The foundations for all monuments shall be made of solid masonry concrete and include a sufficient number of columns ~~of sufficient number~~ to sustain the weight of the monument. The area at the top of such foundations must be at least equal to that of the base of the superstructure. Foundations shall be constructed by ~~the~~ a licensed and bonded monument company under the specifications set out above at the expense of the owner/company.

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

ADOPTED AND APPROVED this the 1st day of August, 2022.

O. Stanhope Anthony, III
Mayor

ATTEST:

Carol Williams
City Clerk

APPROVED AS TO FORM:

Andrea Leslie-Fite
City Attorney

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

E. New Business

Agenda Item: E-1

- 1) Consideration of appointment to the North Carolina Municipal Power Agency 1 (NCMPA1) Board of Commissioners as Second Alternate:

Currently: Commissioner: Rick Howell
1st Alternate: Justin Merritt
2nd Alternate: Julie McMurry

Proposed: Commissioner Rick Howell
1st Alternate: Justin Merritt, Assistant City Manager
2nd Alternate: Ben Yarboro, Assistant City Manager / Infrastructure

New Business Item: (Rick Howell, City Manager)

- Memorandum dated July 25, 2022 from Amy Blinson, Senior Executive Assistant at Electricities of North Carolina, Inc.
- Template of Oath

City Manager's Recommendation / Comments

City Council periodically appoints representatives and alternates to the NC Municipal Power Agency Number 1 Board of Commissioners. This includes a primary voting Commissioner and two alternates who are empowered to act upon the City's behalf when action is required to be taken by the NCMPA1 Board of Commissioners.

With the retirement of Energy Services Director, Julie McMurry a vacancy in the 2nd alternate occurred. It is my recommendation to City Council that Ben Yarboro, Assistant City Manager / Infrastructure be appointed to this 2nd alternate position. The reorganization of the utility divisions under Mr. Yarboro's supervision make him the most logical choice. His future participation in BOC meetings will facilitate continuity in the management of the electric utility and better inform him of the ongoing activities and issues faced by the City as a member of the NCMPA1.

Proposed motion:

Motion to nominate and appoint Mr. Ben Yarboro by acclamation as the 2nd alternate representing the City of Shelby on the NCMPA1 Board of Commissioners.

VIA E-MAIL

TO: Carol Williams 1501.55 Shelby
City Clerk

FROM: Amy Blinson
Senior Executive Assistant

DATE: July 25, 2022

SUBJECT: NCMPA1 Board of Commissioners (BOC) Second Alternate Commissioner

Per your recent email request, please find attached the blank oath for the Second Alternate to serve on the NCMPA1 BOC.

To properly seat your representative on the NCMPA1 BOC I would ask that you please send us minutes of the city council meeting that reflect the city council voted to appoint this individual to the specific role that you would like them to serve on the NCMPA1 BOC and then ask the representative to take an oath that reflects that vote. For your convenience, I've attached the form of oath. Also, for your convenience I've included model language below you could use in your minutes if you choose.

_____ reported that a vacancy exists for the City of Shelby representative to the North Carolina Municipal Power Agency Number 1's Board of Commissioners. _____ nominated _____ to serve as Alternate 2 on the Board of Commissioners. There were no further nominations.

ACTION TAKEN: Upon a motion made by _____, City Council voted unanimously to close the nominations and accept the nominee by acclamation. The oath of office was taken and subscribed and filed with these minutes.

Please let me know if you have any questions regarding the oath and meeting minutes that are required. Thank you very much for your attention to this matter.

adb

Attachment

OATH

I, _____, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as Second Alternate Commissioner of North Carolina Municipal Power Agency Number 1, and that I will adhere to and abide by the Electricities' Ethical and Professional Code of Conduct, so help me God.

Second Alternate Commissioner

Sworn to and subscribed before me,
this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(NOTARY SEAL HERE)

City of Shelby
Agenda Item Summary
August 1, 2022
Council Chambers

Agenda Item: E-2

- 2) Consideration of a Resolution in support of Destination Cleveland County and authorizing the execution of a lease and security instrument in favor of the City of Shelby: Resolution No. 58-2022

New Business Item: (City Manager, Rick Howell and Andrea Leslie-Fite, City Attorney)

- Memorandum dated July 27, 2022 from Andrea Leslie-Fite, City Attorney to Rick Howell, City Manager
- Lease Agreement and Security Interest
- Resolution No. 58-2022

City Manager's Recommendation / Comments

Resolution No. 58-2022 is presented for City Council consideration at this time as New Business. If approved this resolution would authorize the City Manager to negotiate and execute a new lease and any and all requisite documents for the transfer of personal property with Destination Cleveland County, Inc. for the continued use of the Don Gibson. The current lease has expired. The proposed lease provides for an initial four (4) year term with an option for a four (4) year extension.

It is my recommendation that Resolution No. 58-2022 be adopted and approved at this time.



To: Rick Howell, City Manager

From: Andrea Leslie-Fite, City Attorney

Date: July 27, 2022

Subject: Don Gibson Theater Lease and Security Interest Agreement

Background:

The City of Shelby has actively sought to promote economic development efforts throughout the City of Shelby but especially in Center City and surrounding areas. On June 18, 2007 the Shelby City Council adopted a Center City Master Plan by and through Resolution No. 54-2007. The Center City Master Plan set forth four strategies for achieving economic growth including the development of catalyst projects such as the Don Gibson Theater to attract visitors as well as private investors to Center City. Destination Cleveland County Incorporated (“DCC”) is a non-profit established for the purpose of encouraging economic development in Cleveland County through the promotion of community as a travel destination and the development of visitor attractions. Since its inception, DCC has successfully renovated the City owned property located at 318 South Washington Street, known as the Don Gibson Theater. The Shelby City Council and DCC have maintained a mutually beneficial relationship during the term of DCC’s lease of the Don Gibson Theater. DCC desires to continue leasing the Don Gibson Theater and wishes to enter a new lease with the City of Shelby.

The City of Shelby supported and assisted DCC’s efforts in promoting the community as a travel destination and authorized appropriation of certain funds to assist DCC in paying off certain short term loans as described in Resolution No. 62-2014. DCC now seeks forgiveness of said loan through transfer of any and all rights to improvements made at the DCC including all real property improvements and title to moveable property contained within the Don Gibson Theater.

Recommendation

It is recommended that City Council, authorize Staff to negotiate and execute the following documents with Destination Cleveland County, Inc.: a lease of the Don Gibson Theater; a transfer of interest in personal property contained in the Don Gibson Theater; and a UCC financing statement to be filed with the North Carolina Secretary of State.

LEASE AGREEMENT AND SECURITY INTEREST

THIS AGREEMENT (“Agreement”) is made this the ____ day of _____, 2022 by and between the **City of Shelby, North Carolina**, a North Carolina municipal corporation, by and through its City Council, and hereinafter referred to as “Owner; or “City” and Destination of Cleveland County, Inc. a North Carolina nonprofit corporation, hereinafter referred to as “Lessee” or “DCC” with owner and Lessee collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, Owner owns property located in the City of Shelby, said property being that certain piece, parcel, or lot of land generally described as 318 South Washington Street, Shelby, North Carolina, and also described as Cleveland County Tax Parel Identification Number 17184 and all improvements thereon, hereinafter referred as the “Property” and more particularly described on the exhibit attached hereto as “Exhibit A”; and

WHEREAS, Owner desires to lease that property to Lessee, and Lessee desires to lease that Property from Owner; and

WHEREAS, Lessee may make significant investments in the Property during the term of the Agreement, said potential investment, if made, ultimately resulting in substantial benefits to the citizens of the City of Shelby; and

NOW THEREFORE, in consideration of the lease Property and the mutual covenants hereinafter set forth, Owner hereby leases unto Lessee, and Lessee hereby leases from Owner, the Property described herein, to have and to hold, and all privileges and appurtenances thereunto belonging unto Lessee on the following:

TERMS AND CONDITIONS:

1. **Condition of the Property.** The Property is accepted by Lessee in “as is” condition with no warranties by Owner.
2. **Availability and Owner’s Retained Use of the Property.** There are three primary improvements on the Property, as described below, and Owner retains the right to use certain portions of the Property at no cost to Owner and without liability to Lessee as follows:
 - a. Main building (the “Theater”)- Approximately 5816 square feet of ground floor area, including approximately 1600 square feet of theater area. The Theater shall be available upon this Agreement becoming effective
 - b. Meeting Area--- for Council and other city boards
 - c. Parking Lot- Approximately 6000 square feet of asphalt paved parking area, with approximately twelve parking spots delineated.
 - i. Owner shall retain the right to use the Parking Lot during the hours of 7:30 a.m. through 5:30 p.m. on Monday through Friday.
3. **Term.** The original term of this lease shall be four years, commencing on the _____ day of _____, 2022, and upon authorization from the Shelby City Council, and ending at midnight on _____ day of _____, 2026, unless sooner terminated or further extended as provided herein.
4. **Owner’s Security Interest.** Tenant hereby grants to Owner a continuing security interest upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, intangibles, chattel paper and other personal property of Tenant situated in or arising out of the Property and such property shall not be removed therefrom without the consent of the Owner. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable within the Owner’s discretion to perfect the security interest hereby created.

5. **Options to Extend**. It is stipulated and agreed that Lessee shall have the right to extend the term of this Lease for an additional four (4) years, such extended term to begin at the expiration of the original term, provided Lessee notifies Owner in writing of its intention to extend the same, said notice to be given at least six months prior to the expiration of the original term, and provided further that during any extended term of this Lease, all provisions herein contained shall remain in full force and effect.
 - a. Any extension of the original lease term shall extend only the lease portion of this Agreement.
6. **Holding Over**. No holding over by the Lessee shall operate to renew this Agreement without written consent by the Owner.
7. **Rent**. The rent for the above-described Property shall be one dollar (\$1.00) per year and shall be due and payable in full upon the execution of this Agreement. The same rent and payment schedule shall apply to any extension of this Agreement.
8. **Use of Property**. The Property is to be used for the purposes of operating an event center, including parking in appropriate locations on the Property. Any specific event or activity shall be in keeping with the general purposes of this lease and consistent with Lessee's status as a non-profit corporation. Lessee will take no action(s) which is in any way inconsistent with Owner's ownership interest in the Property.
9. **Insurance**. The lessee shall provide at its sole expense, and maintain throughout the lease term, insurance coverage as follows:
 - a. The equivalent of ISO Special Form Property Insurance covering the Land and the Building (including without limitation the Improvements, building systems and equipment, and fixtures in the building, but excluding Lessee's unattached personal property and any other property of Lessee that is of a type that would not ordinarily be covered by the type of policy referenced above), providing protection to the extent of one hundred percent (100%) of the replacement cost

of such property, less a deductible not to exceed One Thousand Dollars (\$1,000.00);

- b. Comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, Lessee's legal liability, bodily injury (including death) and property damage, all on an occurrence basis with respect to the business carried on in or from the Property and Lessee's use and occupancy of the Property with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000.00).
- c. Fire and extended coverage insurance for the replacement value of Lessee's property (including fixtures, leasehold improvements, and equipment) located in the Property; and
- d. Worker's Compensation and employer's liability insurance in amounts adequate to comply with the applicable laws of the State.

10. **Certificates of insurance.** Lessee is required to obtain certificates of insurance for each insurance policy in compliance with this paragraph. The certificates of insurance shall be filed and maintained with Owner prior to the term of this Agreement, and annually thereafter during the term and any additional periods of the Agreement. Lessee shall immediately advise Owner of any assertion of claim or litigation that may result in a claim of liability against Owner.

11. **Indemnity.** Lessee shall, and hereby agrees to defend, indemnify, and hold harmless the Owner from any and all claims, actions, damages, and liability associated with personal injury and/or damage to property and/or any other matter arising out of any occurrence in, upon or at the Property, or associated with any act or omission of the Lessee, its agents, employees, or invitees, or associated with Lessee's use of or improvement to the Property. In the event that the Owner is made a party to any litigation brought against the Lessee or by reason of Lessee's use or possession of the Property, Lessee shall defend, protect, and hold harmless Owner from any and all

liability that may result therefrom, including Owner's costs in defending itself against any claim, action, litigation, or other assertion of liability.

12. **Assignments or Subletting.** Except as provided herein, Lessee shall not assign nor sublease the Property without the prior written consent of the Owner.
13. **Use of the Property.** Lessee, may in keeping with the intended purposes of this Agreement and in keeping with the use of the Property for an event center, allow use of the Property by individuals or groups of events, and Lessee may charge a reasonable fee for such use, in keeping with Lessee's status as a non-profit organization.
 - a. Use of the Property by users other than Lessee shall only be for short-term periods such as a day, a weekend, or intermittent periods (such as use for a play or film festival), but not to actually or effectively create a sublease of the Property, unless with the prior written consent of the Owner.
 - b. Any individual or group using the Property other than Lessee must sign a waiver, in a form approved by the Owner and in favor of the Owner, absolving, releasing, and holding harmless the Owner from any claim, demand, cause of action, or other assertion of any kind for compensation for personal injury or property damage connected in any way to their use of the Property. Said waiver may be included with a written agreement between Lessee and a user, but shall be separately designated, and separately acknowledged.
14. **Repairs, Alterations, and Improvements.** Owner shall not be obligated to maintain the Property, or any improvements located thereon during the lease term(s). Lessee shall be responsible, at its sole cost and expense, to maintain all improvements, including but not limited to heating and air conditioning; plumbing; sewer, electrical; and parking and service areas. Lessee may, at its sole cost and expense, erect such additional improvements on the leased premises as it deems appropriate and may make such alterations or major renovations to the existing improvements as it deems

appropriate, provided that such additions, alterations, or renovations do not disturb the structural integrity of such existing improvements, and provided further that Lessee shall first obtain Owner's written approval of such plans for the additions, alterations, or renovations.

- a. In making any such approved alterations or improvements, Lessee shall comply with the North Carolina State Building Code, as applicable, all pertinent ordinances of the City of Shelby and Cleveland County, and all relevant Federal and State laws relating to its operation of a facility and enterprise open to the public, and to its use of paid employees therein or thereon, if any. Violation of this provision shall result in nullifying and voiding this lease agreement without further action by Owner.

15. **Ownership of Improvements at Agreement Expiration.** Unless sooner terminated by the prior sale and purchase of the Property as hereinafter set forth, at the expiration or other termination of the Agreement, the improvements, and repairs upon said Property made by Lessee shall be considered a part of the real estate, shall be taken as rent in addition to the sum set forth above, and become and remain the sole property of Owner. Any and all trade fixtures, signs, and personal property used by Lessee in the operation of its business on the Property shall remain Lessee's sole property and Lessee shall have the right to remove the same provided any damages in removal are repaired by the Lessee.

16. **Damage or Destruction of Improvements by Fire or another Casualty.** If the theater is damaged or destroyed by fire or other casualty to such an extent that its use or occupancy is impracticable or unfit, the lease, at the option of Lessee or Owner, upon written notice to the other shall terminate.

- a. If either the Owner or Lessee elects to terminate, the rent shall be pro-rated to the date of such fire or casualty, and the insurance proceeds from the insurance policy maintained shall be paid to the Owner.

- b. If neither the Owner or Lessee elect terminate, Lessee shall repair, restore, and replace the buildings and improvements, with Owner having the right to examine and approve materials so used. If Owner or Lessee elects not terminate as provided hereinabove, the insurance proceeds shall be the sole property of the Lessee, and the lease shall continue in full force and effect, with rent being paid as herein provided.

17. **Compliance with Laws.** In particular, and not by way exclusion, in any and all its actions and activities undertaken on the Property, Lessee commits that it will:

- a. Comply with, and hereby certifies its compliance with, the Americans with Disabilities Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Occupational and Health Safety Act, as amended, the North Carolina Employment Security Act, as amended, and the North Carolina Worker's Compensation Act, as amended, to the extent each such law applies to Lessee and/or any of its activities; and
- b. Act in accordance with its duly adopted by-laws and will comply with all laws related to its status as a non-profit North Carolina corporation. Lessee shall provide Owner with its current by-laws at any time requested by Owner. Should Lessee's corporate status be revoked by the North Carolina Secretary of State or should the Lessee's non-profit status be revoked by the United States Internal Revenue Service or other otherwise, this lease shall immediately terminate.

18. **Protection of Surrounding Properties.** Lessee shall take all reasonable steps to prevent persons or activities on the Property from causing damage of any kind to the surrounding properties.

19. **Security.** Lessee shall take reasonable steps to prevent persons or activities on the Property from causing damage to any kind to the surrounding properties.

20. **Utilities and Services.** Lessee shall be responsible for all utilities; including but not limited to electricity, water, sewer, gas, janitorial services, maintenance services, or any other utilities or services consumed on behalf to the whole building and land in question wherein the lease premises are situated, for the use and occupancy of the Property by Lessee.
21. **Taxes.** Lessee shall be responsible for any and all taxes, if any, on the Property and any taxes due as a result of Lessee's use of the Property.
22. **Owner's Right to Enter Property.** The Owner reserves the right and may enter the Property at any reasonable time for the purpose of inspecting said Property, making such repairs as the Owner, in its sole discretion, desires to make, and for any other purpose in any way related to Owner's ownership or Lessee's use of the Property.
23. **Keys and Locks.** Should Lessee place locks on, or add or change any locks to, any feature of the Property. Lessee shall, at its own expense, immediately provide duplicate keys to all such locks to Owner. At the end of the lease term, Lessee shall return or turn over all keys which relate to the Property to Owner.
24. **Relationship of the Parties.** This Agreement does not and shall not be construed to establish or create a partnership, joint venture, franchise, or other form of business association between Owner and Lessee.
25. **Information Required to be Furnished.** Within ten days of any change, Lessee shall provide to Owner any change to its by-laws, shall notify Owner of any change to its management staff, and at the execution of this lease and any time such composition changes, shall advise Owner of the names and addresses of each member of the board of directors and officers of the Lessee.
26. **Rules for Operation.** Lessee shall have the right to promulgate such rules and regulations as it may deem appropriate for the behavior of its employees, volunteers and its other licensees and invitees. However, Lessee shall provide Owner with a copy

of such rules and regulations as it may promulgate reasonably prior to their effective date.

27. **Default.** If the Lessee defaults in the payment of rent or in the performance of any of the conditions of this Agreement or its responsibilities thereunder, all of which are deemed material, the Owner may give the Lessee written notice of default for the first violation. If the Lessee does not cure said default within seven (7) days after the receipt of notice thereof, the Owner may terminate this Agreement. In the event of any repeated violation by Lessee of its responsibilities under this Agreement, Owner may terminate the Agreement without affording Lessee any further opportunity to cure its violation. On the date specified in any such notice of default (unless the default is cured) or notice of termination, this Agreement shall terminate, and the Lessee shall cease the prohibited activities and surrender the Property to the Owner. If this Agreement is terminated by the Owner, it may thereafter resume possession of the Property by any lawful means and remove the Lessee and any other occupants and their property therefrom.
28. **Termination of Agreement other than Default.** Owner may terminate this Agreement without cause upon thirty days written notice to Owner following action of the City Council.
29. **Modification of Agreement.** This Agreement contains all of the terms and conditions agreed to by the Owner and the Lessee concerning the Agreement of the above-described Property. There are no oral terms or conditions agreed to by the Owner and the Lessee concerning the Agreement of the above-described Property. There are no oral terms or conditions agreed to by the parties hereto which are not contained in this written agreement. There shall be no modification of this Agreement unless the modification is in writing and signed by both parties.
30. **Waiver.** Owner's failure to strictly enforce its rights under this Agreement shall not constitute a waiver of such rights with respect to any violation of the Agreement by

Lessee, and the parties agree that this provision may itself not be waived by the conduct of the parties.

31. **Partial Invalidity.** If any term, covenant, condition, or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

32. **Notices.** All notices requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

City of Shelby
Attention: City Manager
Post Office Box 207
Shelby, NC 28151

Destination Cleveland County, Inc.
Post Office Box 2063
Shelby, NC 28151

33. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the venue of any dispute between the parties shall be in Cleveland County, North Carolina.

34. **Execution.** Owner and Lessee each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Agreement have been given and that the undersigned individual or individuals is or are duly authorized to execute this Agreement and bind the party for which it signs.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed on the day first above written.

CITY OF SHELBY, NORTH CAROLINA,

a municipal corporation

Rick Howell

City Manager

ATTEST:

Carol A. Williams

City Clerk

DESTINATION CLEVELAND COUNTY, INC.

Printed Name: _____

Title: _____

Printed Name _____

Witness

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; width: 100%; height: 100%; position: relative;"> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

RESOLUTION NO. 58-2022

A RESOLUTION IN SUPPORT OF DESTINATION CLEVELAND COUNTY AND AUTHORIZING THE EXECUTION OF A LEASE AND SECURITY INSTRUMENT IN FAVOR OF THE CITY OF SHELBY

WHEREAS, the City of Shelby through the adoption of the 2005 Strategic Growth Plan recognized the need to promote economic development efforts throughout the City but especially in the Center City and surrounding areas; and,

WHEREAS, the Shelby City Council adopted the Center City Master Plan on June 18, 2007 by and through Resolution No. 54-2007; and,

WHEREAS, the Center City Master Plan sets forth four strategies for achieving economic growth including the development of catalyst projects such as the Don Gibson Theater to attract visitors as well as private investment in the Center City; and,

WHEREAS, a group of private citizens created an organization known as Destination Cleveland County Inc., a non-profit 501(c)(3) organization, for the purpose of encouraging economic development in Cleveland County through the promotion of the community as a travel destination and the development of visitor attractions; and,

WHEREAS, Destination Cleveland County, Inc. successfully renovated the original 1939 State Theater building owned by the City and turned it into a successful performing arts venue that generates significant spending in the Center City area; and

WHEREAS, the City of Shelby and Destination Cleveland County, Inc. have maintained a mutually beneficial relationship during the term Destination Cleveland County Inc.'s lease of the Don Gibson Theater, owned by the City of Shelby and located at 318 South Washington Street, Shelby, NC; and

WHEREAS, the Shelby City Council, by and through Resolution No. 62-2014, reaffirmed its support and efforts of Destination Cleveland County, Inc., and by authorizing continued leasing and appropriating funds to Destination Cleveland County, Inc. for the purpose of paying off short term loans to financial institutions which were used to upfit the Don Gibson Theater; and

WHEREAS, Destination Cleveland County now seeks forgiveness of said loan in exchange for release of any all interest to improvements made in, on or about the Don Gibson Theater, including transfer of any and all ownership interest in personal property, moveable equipment, or chattels of any kind used to operate or is located in the Don Gibson Theater.

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

Section 1. The Shelby City Council hereby authorizes the City Manager and his Staff to negotiate and execute a lease with Destination Cleveland County Inc. for continued use of the Don Gibson Theater.

Section 2. The Shelby City Council hereby authorizes the City Manager and his Staff to negotiate and execute any and all requisite documents to ensure Destination Cleveland County transfers the aforementioned to the exclusive ownership of the City of Shelby, North Carolina.

Adopted and approved this the 1st day of August, 2022 in Shelby, North Carolina.

O. Stanhope Anthony III
Mayor

ATTEST:

Carol Williams
City Clerk

City of Shelby
Agenda Item Summary
August 1, 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. 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