

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 Presentation:

- 1) Chip Nuhrah, City of Shelby Public Information and Communications Officer, update on Panhandling project 1

C. Public Hearings:

- 1) Consideration of a proposed ordinance to extend the corporate limits of the City of Shelby, North Carolina: Ordinance No. 25-2024 2 - 18

D. Consent Agenda:

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

- 1) Approval of the Minutes of the Regular Meeting of March 18, 2024 19 - 29

**Shelby City Council Agenda**  
**April 1, 2024**  
**Page 2**

- 2) City of Shelby FY 2023-2024 Budget Ordinance Amendment #7 (project Grizzly repayment): Ordinance No. 26-2024 30 - 37**
- 3) City of Shelby FY 2023-2024 Budget Ordinance Amendment #8: (Shell Bldg. #4 repayment): Ordinance No. 27-2024 38 - 47**
- 4) City of Shelby FY 2023-2024 Budget Ordinance Amendment #9: (Dept. budget adjustments): Ordinance No. 28-2024 48 - 54**
- 5) Adoption of an ordinance establishing a capital project ordinance and budgets for the City of Shelby’s Dog Park Project: Ordinance No. 29-2024 55 - 58**
- 6) Approval of a resolution authorizing an application for the US Department of Energy’s Grid Resilience and Innovation Partnership (GRIP) Grant through ElectriCities of NC, Inc.: Resolution No. 24-2024 59 - 61**
- 7) City of Shelby Telecommunications Pipeline Installation Project: 62 - 79**
  - a) Adoption of an ordinance establishing a capital project ordinance and budgets for the City of Shelby’s Telecommunications Pipeline Installation Project: Ordinance No. 30-2024**
  - b) Approval of a resolution to approve the contract for the agreement for reimbursement of telecommunications pipeline installation: Resolution No. 25-2024**
- 8) Approval of a Special Event Application: 80 - 86**
  - a) Shelby Sprint 5K, requested date: May 11, 2024**
- 9) Management Reports: 87 - 130**
  - a) Monthly Financial Summary – February 2024**

<b>E. Unfinished Business:</b>	<b>131</b>
None	
<b>F. New Business:</b>	<b>131 - 137</b>
1) Consideration of appointments to City advisory boards and commissions:	
a) Airport Advisory Board	
<b>G. City Manager's Report</b>	<b>138</b>
<b>H. Council Announcements and Remarks</b>	<b>138</b>
<b>I. Adjournment:</b>	<b>138</b>
<i>To adjourn a meeting of City Council, a majority of the Council Members must vote for a motion to adjourn.</i>	
1) Motion to adjourn	

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

**B. Special Presentations:**

**Agenda Item B-1**

- 1) Chip Nuhrah, City of Shelby Public Information and Communications Officer, update on Panhandling project

**Presenting: (Chip Nuhrah, Public Information and Communications Officer )**

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- Special Presentation

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City Manager's Recommendation / Comments

This time is scheduled on your agenda to allow Chip Nuhrah, City of Shelby Public Information and Communications Officer, to update City Council on the Panhandling project.

As you all know panhandling has become an issue of concern in our community. You may have even received calls from people complaining about them at the entrance to Walmart, Keeter corner, uptown or other places. Some of the folks panhandling are truly in need and others may be professional panhandlers preying on sympathetic people to give them money. Nonetheless, it is an issue of concern. One way that we can address it is to provide people with a way to contribute to non-profit or other entities that will use donations to benefit those in our community that have no place to call home.

Several months ago, it was brought to my attention by a friend that several cities were partnering with non-profit groups to encourage people to give online to help with the needs of some of our most vulnerable citizens. I noticed a sign last year in Wilmington that provided a QR code that took you to a non-profit website that allowed you to make a donation.

Chip is going to tell you about our efforts working with the Shelby Police Department, NCDOT, United Way of Cleveland County, Cleveland County Rescue Mission, the CC Health Department and others to post these signs throughout our community. It is our hope that we can provide people with a better way of helping those truly in need and to track whether it is successful.



City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

C. Public Hearings:

Agenda Item: C-1

- 1) Consideration of a proposed ordinance to extend the corporate limits of the City of Shelby, North Carolina: Ordinance No. 25-2024

**Presenting: (Justin Longino, Assistant City Manager)**

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Summary of Available Information:

- Memorandum dated March 25, 2024, from Justin Longino, Assistant City Manager Director to Rick Howell, City Manager
  - Location Map
  - Annexation Plat
  - Application Package
  - Notice of Public Hearing
  - Ordinance No. 25-2024
- 

City Manager's Recommendation / Comments

This public hearing is being held in accordance with NCGS 160A-31. This is a voluntary annexation petition as submitted by Caleb Peeler. This vacant property consists of approximately 75 acres that is contiguous with the existing city limits. The property currently meets the statutory requirements for annexation and is contiguous to existing primary corporate limits. It is being considered for the development of single-family subdivision.

This subdivision will be served by the City with water and sewer.

**After the conclusion of the public hearing City Council may act upon Ordinance No. 25-2024.**

MEMORANDUM

To: Mr. Rick Howell – City Manager  
From: Justin Longino – Assistant City Manager  
Date: March 25, 2024  
Subject: Eaves Road Parcel 5430 – Annexation

**Background**

The City has received a petition for annexation pursuant to NCGS 160A-31. The parcel is Cleveland County parcel #5430 off Eaves Road, bounded by Little Hickory Creek to the northeast and the rail trail to the southwest.

A notice of public hearing for the annexation was published in the Shelby Star on March 19th. The property is within the City of Shelby ETJ and already has the zoning designation of R6-CZ.

**Recommendation**

The request has been reviewed by applicable staff/departments and approval of the contiguous annexation request is recommended.

**Attachments**

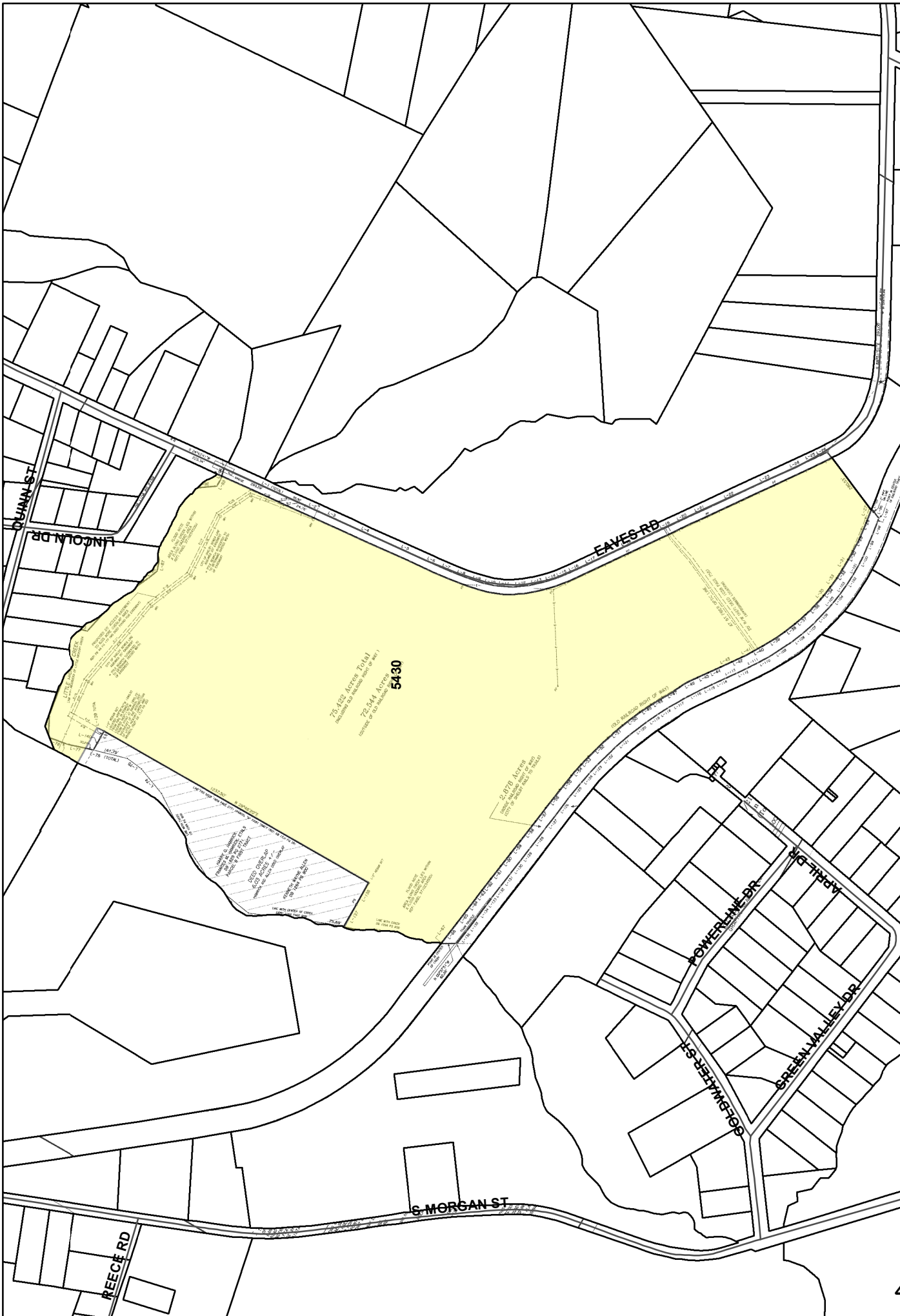
Location Map  
Annexation Plat  
Application Package  
Notice of Public Hearing

1 inch = 500 feet



# Eaves Road Annexation

Other Parcels







## City of Shelby

### CONTIGUOUS ANNEXATION CHECKLIST Requirements for filing an application

- 1. One (1) completed **checklist** (this form). ✓
- 2. One (1) completed **application**, signed by the applicant. ✓
- 3. Application fee of **\$500.00**. Make checks payable to "City of Shelby". ✓
- 4. One (1) copy of a **metes and bounds description** or a reference to the location within a recorded subdivision plat of the specific property for which annexation is requested. ✓ *NEED DEED SURVEY PB48 PAGE 177*
- 5. One (1) copy of information as to the location of a **recorded document** by which undersigned owner(s) acquired ownership of the property in question (i.e. Record Book 1106, Page 923 or File No. 91 E 296, and/or any other source). ✓ *DEED BOOK 1914, PAGE 472-474(3)*
- 6. Three (3) copies of an **annexation plat**, no larger than 24" by 36" and drawn to scale, that shows metes and bounds. *\*Must be sealed by a registered engineer, surveyor, architect, or landscape architect licensed to practice in the State of North Carolina.* ✓
- 7. One (1) copy of the **Cleveland County Tax Map**, at 8.5" by 11", showing the location of the subject property. ✓
- 8. One (1) copy or PDF version, at 8.5" by 11", of the **metes and bounds, annexation plat, tax map, and any additional information** submitted for review. ✓
- 9. **Contact person/Appointed Agent** (See Appointment of Agent Application) identified. This person will be contacted to provide additional information and will receive the written Decision Letter. ✓





City of Shelby  
Planning and Development Services Department

Petition for Annexation  
(Satellite or Contiguous)

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

Address of Subject Property:

EAVES ROAD (SR 1102)

Applicant(s) Name: Caleb Peeler

Address: 211 Patton Drive

Email: caleb.peeler@protonmail.com

Phone: 704-692-4212

Owner(s) Name: Don Peeler

Email: donpeelernc@aol.com

Phone: 704-913-1033

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

Provide a brief description of the subject property. Attach additional pages or documentation if necessary.  
75.42 acres of vacant property located off Eaves Road. The property is bounded by Little Hickory Creek and the rail-to-trail right-of-way.

Signature of Owners:

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

Signature of Owner

Signature of Owner

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

Signature of Owner

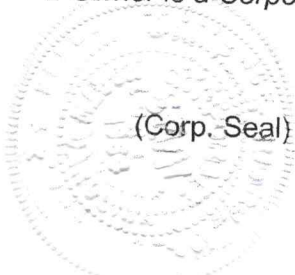
Signature of Owner

If Owner is a Corporation:

DON PEELER REALTY, INC.  
Registered Name of Corporation

[Signature]  
Signature of President/Vice President

Attested by: [Signature]  
Signature of Secretary/Assistant Secretary



(Corp. Seal)

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

STATE OF NORTH CAROLINA  
COUNTY OF CLEVELAND

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that ~~\_\_\_\_\_~~, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**If Owner is a Partnership:**

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

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

(SEAL)

\_\_\_\_\_  
Notary Public

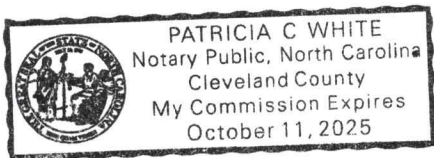
My Commission Expires: \_\_\_\_\_

**If Owner is a Corporation:**

I, PATRICIA C. WHITE, a Notary Public for said County and State, do hereby certify that DON PEELER, <sup>OWNER</sup> ~~MANAGER~~ PEELER, personally appeared before me this day and acknowledged he (or she) is PRESIDENT of DON PEELER REALTY, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its PRESIDENT, sealed with its Corporate Seal and attested by UNIVERSAL PEELER as its SECRETARY.

Witness my hand and official seal, this the 26 day of JANUARY, 2024

(SEAL)



Patricia  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10/11/2025







BK 1914 PG 472 - 474 (3) DOC# 200096490  
This Document eRecorded: 01/26/2024 02:38:58 PM  
Fee: \$26.00 Tax: \$1,860.00  
Cleveland County, North Carolina  
Betsy S. Harnage, Register of Deeds

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,860.00

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

Mail/Box to: Terry L Pack, Horn, Pack & Brown, P.A., 211 South Dekalb Street, Shelby, NC 28150

This instrument was prepared by: Horn, Pack & Brown, P.A., 211 South Dekalb Street, Shelby, NC 28150

(13310)

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

THIS DEED made this 26th day of January, 2024, by and between

GRANTOR

GRANTEE

Kenneth Wayne Allen and wife,  
Sheila Allen  
305 S. DeKalb Street  
Shelby, NC 28150

Don Peeler Realty Inc.  
101 Apple Hill Drive  
Shelby, NC 28152

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

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

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

See attached Exhibit "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book \_\_\_\_\_ page \_\_\_\_\_.  
All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

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

Page 1 of 2

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

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

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

By: \_\_\_\_\_ (Entity Name) Kenneth Wayne Allen (SEAL)  
 Print/Type Name: Kenneth Wayne Allen

By: \_\_\_\_\_ Sheila Allen (SEAL)  
 Print/Type Name: Sheila Allen

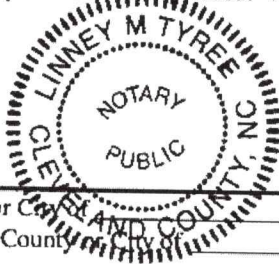
By: \_\_\_\_\_ (SEAL)  
 Print/Type Name: \_\_\_\_\_

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

State of North Carolina - County or City of Cleveland

I, the undersigned Notary Public of the County or City of Cleveland and State aforesaid, certify that Kenneth Wayne Allen and wife, Sheila Allen personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 26th day of January, 2024.

My Commission Expires: 10/30/24  
(Affix Seal)



Linney M. Tyree  
Linney M. Tyree Notary Public  
Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_

I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_  
Notary Public  
Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_  
Notary Public  
Notary's Printed or Typed Name

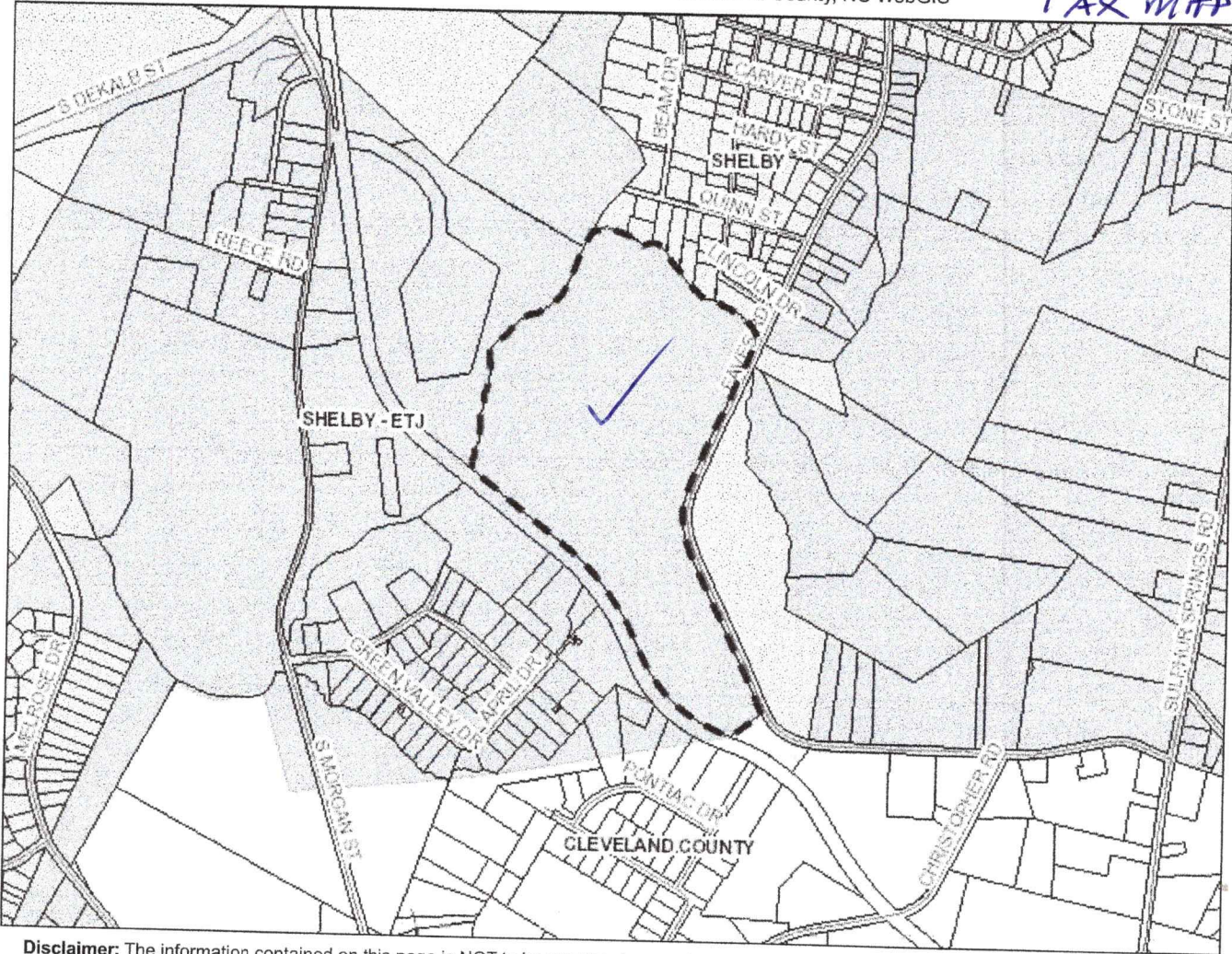


**EXHIBIT "A"**

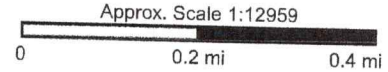
Being the full contents of the 75.422 acre tract of the Kenneth Wayne Allen property as shown on a plat as recorded in Plat Book 48, Page 177 of the Cleveland County Registry and reference is hereby made to said plat for a full metes and bounds description as if fully set out herein.

TITLE REFERENCE: See Deed at Book 1264, Page 800 of the Cleveland County Registry.

Parcel #5430



**Disclaimer:** The information contained on this page is NOT to be construed or used as a survey or legal description. Map information is believed to be accurate but accuracy is not guaranteed.



**Layer: Parcels**

**SEQNUM:** 5430  
**Owner1:** ALLEN KENNETH WAYNE  
**PIN:** 2545380567  
**ParcelNo:** 5430  
**OwnerName1:** ALLEN KENNETH WAYNE  
**OwnerAddr1:** C/O ALLEN PROPERTIES  
**OwnerAddr2:** SHELBY NC 28150-8876  
**OwnerCity:** SHELBY  
**OwnerState:** NC  
**OwnerZip:** 28150-8876  
**ParcelAddr:** EAVES RD  
**DeedBook:** 1264  
**DeedPage:** 0800  
**MapNo:** 3184  
**Block:** 1

**Lot:** 1  
**LandArea:** 70  
**LandValue:** 230562  
**BldgValue:** 3000  
**AdjValue:** 233562  
**TaxYear:** 2024  
**TaxCode2:** R  
**ParRdName:** EAVES  
**ParRdType:** RD  
**Use\_Code:** R  
**Tax\_District:** 51  
**DeedBook\_Page:** 1264 0800  
**Deeded\_Acres:** 70  
**SUM\_Calculated\_Acres:** 76.9611545  
**Neighborhood Code:** SULPH

<b>Layer: Shelby Zoning</b> ZoneType: R20 Municipality: City of Shelby	<b>Layer: 2000 Census Tracts</b> Census Tract: 951600
<b>Layer: NC House and Senate Districts</b> Senate: 44th	<b>Layer: Cleveland County School Districts</b> Elementary: TOWNSHIP 3 ELEMENTARY Middle: CREST MIDDLE SCHOOL High: CREST HIGH SCHOOL
<b>Layer: Flood Zones</b> GRID: 2545 PANEL : 3710254500J	<b>Layer: Voting Precincts</b> Precinct: Shelby South Voting Site: HOLLY OAK PARK
<b>Layer: Fire Districts</b> DISTRICT: Gardner	<b>Layer: Watersheds</b> ZONE: NONE
<b>Layer: Jurisdictional Limits</b> Name: SHELBY - ETJ	





City of Shelby  
Planning and Development Services

Appointed Agent Form

Address of Subject Property:

EAVES ROAD (SR 1102)

I, DON PEELER, owner of the property located at said address and identified by the Cleveland County Tax Assessor's Office as PIN: 2545380567, located in Cleveland County, North Carolina, do hereby appoint CALEB PEELER to represent me in filing an application for a permit with the City of Shelby Planning and Development Services Department.

I further authorize CALEB PEELER to act as my agent in all matters, formal and informal, and to receive all official correspondence as it relates to the ZONING PERMIT REVIEW and APPROVAL PROCESS.

[Signature]  
Signature of Property Owner

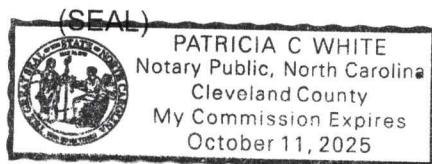
1/26/2024  
Date

Applicant(s) Name: CALEB PEELER  
Address: 211 PATTON DRIVE  
SHELBY, NC 28150  
Email: CALEB.PEELER@PROTONMAIL.COM  
Phone: 704-692-4212

STATE OF NORTH CAROLINA  
COUNTY OF CLEVELAND

I, Patricia C. White, a Notary Public for said County and State, do hereby certify that DON L. PEELER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 26 day of JANUARY, 2024.



[Signature]  
Notary Public

My Commission Expires: 10/11/2025

**NOTICE OF PUBLIC HEARING TO ANNEX  
75.42 acres on Eaves Road**

The public will please take notice that the City Council of the City of Shelby will conduct a Public Hearing during its regular meeting on Monday, April 1, 2024, at 6:00 p.m. in the Don Gibson Theatre at 318 South Washington Street, Shelby as required by North Carolina General Statutes (G.S.) Chapter 160A, Article 4A to consider the annexation of parcel 5430, owned by Don Peeler Realty Inc, on Eaves Road south of Lincoln Drive. A map of the proposed annexation is on file and available for inspection at the City of Shelby Planning & Development Services office, 315 South Lafayette Street, Shelby, North Carolina.

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

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

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Carol Williams  
City Clerk

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**The Shelby Star:**

**Please publish this notice as a legal line ad in The Shelby Star on Tuesday, March 19, 2024.**

**Mail invoices with affidavits to Audrey Whetten Godfrey, City of Shelby, PO Box 207, Shelby, NC 28151. Thank you.**

**ORDINANCE NO. 25-2024**

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

**WHEREAS**, the Shelby City Council has been petitioned by Caleb Peeler under G.S. 160A-31, as amended, to annex the area described herein; and,

**WHEREAS**, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and,

**WHEREAS**, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at **the Don Gibson Theatre, 318 South Washington Street, Shelby, North Carolina** on April 1, 2024 at 6:00 p.m. **after due notice by publication on March 19, 2024;** and,

**WHEREAS**, the City Council does hereby find as fact that said petition has been signed by all owners of real property in the area who are required by law to sign and all other requirements of GS 160A-31, as amended, have been satisfied; and,

**WHEREAS**, the City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City and of the area proposed for annexation, will be best served by annexing the area described herein:

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

**Section 1.** By virtue of the authority granted by GS 160A-31, as amended, the following described contiguous territory is hereby annexed and made part of the City of Shelby as of April 1, 2024:

That certain tract or parcel of land situated, lying, and being in the City of Shelby, Cleveland County, North Carolina and being more particularly described as follows:

**CLEVELAND COUNTY TAX PARCEL NUMBER 5430:**

Being the full contents of the 75.422 acre tract, bound by Eaves Road, Little Hickory Creek, and the City of Shelby rail trail right of way, as shown on a plat as recorded in Plat Book 48, Page 177 of the Cleveland County Registry and reference is hereby made to said plat for a full metes and bounds description as fully set out herein.

TITLE REFERENCE: See Deed at Book 1264, Page 800 of the Cleveland County Registry.



**Section 2.** Upon and after April 1, 2024, the above-described territory, also known as Cleveland County Parcel Number 5430, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Shelby and shall be entitled to the same privileges and benefits as other parts of the City of Shelby. Said territory shall be subject to municipal taxes according to GS 160A-58.10.

**Section 3.** The Mayor of the City of Shelby shall cause to be recorded in the office of the Register of Deeds of Cleveland County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such map shall also be delivered to the Cleveland County Board of Elections as required by GS 163-288.1.

Adopted and approved this 1st day of April 2024.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

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Carol Williams  
City Clerk

APPROVED AS TO FORM:

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Jason Lunsford  
City Attorney

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

D. Consent Agenda:

Agenda Item: D-1

- 1) Approval of the Minutes of the Regular Meeting of March 18, 2024

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

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Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Regular Meeting of March 18, 2024

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City Manager's Recommendation / Comments

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

## MINUTES

Regular Meeting of Shelby City Council  
Don Gibson Theatre

March 18, 2024  
Monday, 6:00 p.m.

**Present:** Mayor O. Stanhope Anthony, III, presiding; Council Members Andrew L. Hopper, Sr., David Causby, David White, Charles Webber, and Emilie Bullock; City Manager Rick Howell, MPA, ICMA-CM, Assistant City Manager Justin Longino, MBA, Assistant City Manager Ben Yarboro, City Attorney Jason Lunsford, Deputy City Clerk Breanna Jones, Director of Finance Elizabeth (Beth) Beam, CPA, Fire Chief William Hunt, EFO, Chief of Police Brad Fraser, Public Works Director Scott Black, Director of Water Resources Brian Wilson, Public Information and Communications Officer Chip Nuhrah, and Jennipher H. Harrill, Social Media Manager, Blue Eyes Media Connections

**Absent:** Violet Arth, Council Member and City Clerk, Carol Williams

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

Mr. White led the Pledge of Allegiance.

### A. Approval of agenda:

- 1) Motion to adopt the proposed agenda presented.

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

### B. Public Comment:

None

### C. Public Hearing:

- 1) Consideration of a proposed ordinance amending the zoning map of the City of Shelby, North Carolina for parcels 62692, 62694, and 32575 (925 Washburn Switch Road): Ordinance No. 20-2024

Mr. Longino presented this item to Council and stated they would have a zoning decision first and an annexation decision after. The zoning would go into effect the following day, March 19<sup>th</sup>, 2024, if passed. Mr. Longino stated

this parcel is outside of our corporate limits and therefore does not have a City zoning assigned to it. Mr. Longino informed Council that the parcel is the former Hanwha property and consists of approximately 12 acres located at 925 Washburn Switch Road. Mr. Longino stated the applicant has had discussions with our utility staff and wishes to connect to the city sewer and bring the property into the City of Shelby's corporate limits. Mr. Longino further stated that the current zoning is Cleveland County HI (Heavy-Industrial), and the surrounding area is the City of Shelby GI (General-Industrial) and LI (Light-Industrial). Mr. Longino concluded that the proposed zoning is consistent with the future land-use map and the Planning and Zoning Board, and staff recommended this rezoning.

Mayor Anthony opened the public hearing at 6:05 p.m. and invited comments from the public.

There were no comments from the public.

Mayor Anthony closed the public hearing at 6:06 p.m.

**ACTION TAKEN:** Upon a motion made by Mr. White, City Council voted unanimously to approve Ordinance No. 20-2024 entitled, "A PROPOSED ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF SHELBY, NORTH CAROLINA FOR PARCELS 62692, 62694, and 32575 (925 WASHBURN SWITCH ROAD)" due to it being consistent with the Shelby adopted Comprehensive Land Use Plan based on an approval from the Planning Board. This zoning request is reasonable because the surrounding property is commercial, the planned use is consistent with the area for industrial use, and consistent with Shelby's Comprehensive Land Use Plan.

- 2) Consideration of an ordinance to extend the corporate limits of the City of Shelby, North Carolina (925 Washburn Switch Road): Ordinance No. 21-2024

Mr. Longino presented this item to the Council and stated that they have an annexation decision for the property they just assigned zoning. Mr. Longino stated that this property is contiguous with the City of Shelby's current limits. Mr. Longino concluded that if passed, this would bring the parcel into the city limits, and the Planning and Zoning board, as well as staff, recommend approving the annexation.

Mayor Anthony opened the public hearing at 6:07 p.m. and invited comments from the public.

There were no comments from the public.

Mayor Anthony closed the public hearing at 6:08 p.m.

**ACTION TAKEN:** Upon a motion made by Mr. Hopper, City Council voted unanimously to approve Ordinance No. 21-2024 entitled, "AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF SHELBY, NORTH CAROLINA".

**D. Consent Agenda:**

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

- 1) Approval of the Minutes of the Regular Meeting of March 4, 2024
- 2) City of Shelby FY 2023-2024 Budget Ordinance Amendment (JAG Grant): Ordinance No. 22-2024
- 3) Approval of a resolution authorizing an application for the North Carolina Department of Commerce Rural Downtown Economic Development Grant: Resolution No. 22-2024
- 4) Approval of a resolution establishing a public hearing date for the City of Shelby property on Artee Road: Resolution No. 23-2024
- 5) Approval of a joint cooperation agreement for the Foothills Home Consortium
- 6) Approval of Special Event application:
  - a) First Friday at Greenbrook Design, requested date: April 5, 2024
- 7) Management Reports:
  - a) Shelby Fire and Rescue Reinspection/Heavy Rescue Provider

**END OF CONSENT AGENDA**

**E. Unfinished Business:**

**1) Adoption of an ordinance establishing capital project ordinance and budgets for the city of Shelby’s First Broad Outfall Sewer Improvement Project: Ordinance No. 23-2024**

**Mr. Howell stated as background that if approved this ordinance would establish a capital project budget ordinance for this project. Mr. Howell reminded the Council that the City received roughly a \$12,000,000 directed state grant for the replacement of a portion of the First Broad River outfall which serves approximately two-thirds of the City. Mr. Howell concluded that approval of the Ordinance would allow staff to move forward with the project. Mr. Howell called Brian Wilson, Director of Water Resources, to give Council more of a background about this project.**

**Mr. Wilson stated that the City applied for a grant through the North Carolina Department of Environmental Quality (NCDEQ) to provide the City with about \$12,000,000 of funding. Mr. Wilson stated that the City worked with HDR to identify the First Broad Outfall Replacement Program. Mr. Wilson informed the Council that the City intends to replace roughly 9,000 linear feet of the outfall and increase the size from 24 inches to 36 inches. Mr. Wilson concluded he is available to answer questions if needed.**

**ACTION TAKEN: Upon a motion by Mr. Webber, the City Council voted unanimously to adopt Ordinance No. 23-2024 entitled, “AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGETS FOR THE CITY OF SHELBY’S FIRST BROAD OUTFALL SEWER IMPROVEMENT PROJECT.”**

**F. New Business**

**1) Adoption of an ordinance amending the City Of Shelby’s Schedule of Fees: Ordinance No. 24-2024**

**Mr. Howell asked Council to recall that each fiscal year Council adopts a schedule of fees and charges as a public document that is part of the City’s existing budget document. Mr. Howell stated that periodically from time to time, staff will make recommendations for changes during the fiscal year. Mr. Howell pointed out that the Council is being asked to look at a recommended change this year. Mr. Howell stated that these changes are only recommended when necessary and deemed appropriate for the City and its customers. He further stated that this change reflects the natural gas system and the rates that are charged particularly for industrial customers. Mr. Howell called on Ben Yarboro, Assistant City Manager, to introduce this proposed item.**

Mr. Yarboro informed the Council that there were two parts to this proposal. He further stated that the first part reduces the required minimum use volume from 1,000 dekatherms to 500 dekatherms per day for customers to qualify for the Large Industrial Firm Gas Service Rate. Mr. Yarboro stated that the second part would add new terms and conditions to the fee schedule that would provide qualifying industrial customers the opportunity to either opt out of the City's directed gas supply hedge purchase or to direct their own hedges with assistance from city staff. Mr. Yarboro also stated that this would allow customers who are using 500 dekatherms per day or more to opt out of the hedging program, which would allow them to receive daily gas pricing.

**ACTION TAKEN:** Upon a motion by Mr. Hopper, the City Council voted unanimously to adopt Ordinance No. 23-2024 entitled, "AN ORDINANCE AMENDING THE CITY OF SHELBY'S SCHEDULE OF FEES."

#### G. City Manager's Report:

- Construction of the new **County Home Road** segment near the SECU is set to begin as soon as some required electric utility relocation is completed by Duke Energy. Once that work is completed the City's contractor can begin road construction. The estimated completion date is still by the end of May.
- The City has submitted the required documentation to the NC Office of State Budget Management (OSBM) for the \$3,995,000 directed grant "for the purchase and restoration of the historic home (**Webbley**) of former Governor O. Max Garder." The final contract document has been executed and the funds have been deposited in the City's bank account. The City Attorney will oversee the closing process for the acquisition of the property from the current owner. Final costs for the purchase and appropriate due diligence are now being finalized. An April 15, 2024, closing date is anticipated.
- Three proposals have been received for the redevelopment of the Hotel Charles. City staff and DFI are now in the process of evaluating the details of each proposal. Once a consensus has been reached the details of each proposal will be presented publicly to City Council for consideration.
- The City's USDOT RAISE grant application for construction of the remainder of the Carolina Harmony Trail to the SC state line was submitted prior to February 28<sup>th</sup>. Anticipated grant award

announcements are expected no later than June 27, 2024. The City's request is for \$24,998,438.

- Request for Qualifications for firms to conduct the development of a new Comprehensive Land Use Plan will go out in the coming weeks. The current plan was completed in April 2009. A Request for Qualifications has been advertised and sent to a number of firms expressing interest. Statements of qualification are due by April 5, 2024.

- **Carolina Harmony Trail (Rail Trail)**

- TGS Engineering continues the design of the remainder of Phase I of the rail trail. This is essentially the section from Marion Street to Dekalb Street (excluding the Depot Park section). This section is tentatively scheduled to go out to bid in the fall of 2024.

- **Depot Park**

Destination by Design is working on the engineering and architectural design for the renovation of the old depot and construction of Depot Park. The design was expected to be complete by the end of the first quarter of 2024. This project has been delayed due to unexpected issues with the requirements we anticipate from NC SHPO related to the Depot.

The Depot building work is a little behind the park bidding process due to a need to address State Historic Preservation Office comments and requirements involving the roof of the depot structure and the adjacent open-air canopy. It is scheduled to be vacated by no later than April 15, 2024.

- **Aquatics Center**

Construction on this project is complete and the facility was open to the public during the 2023 season. Portions of the pool concrete deck are being replaced by the contractor once temperatures allow.

- **Dog Park**

Planning has begun for the development of a dog park on a portion of the former Shelby Middle School ballfield. This 6-acre site is adjacent to and will eventually be accessed from the rail trail. A more detailed schedule will be shared with the Council once the site has been fully evaluated to address stormwater issues. An engineer has been retained to assist with



this project. Some significant stormwater issues will have to be resolved prior to the actual construction of the dog park itself.

- **TAMP**

- Phase I of the implementation of the Transportation Asset Management Plan is nearing completion. Approximately \$2.8 million of the \$10 million street improvement bonds passed by voters in November 2021 have been used in this phase for street resurfacing. Approximately 17 miles of streets have been resurfaced in TAMP Phase I.
- Planning for Phase II is in process as staff continues plans for viable utility improvements prior to the start of resurfacing in late Winter 2023 / early Spring 2024. Approximately 15 miles of additional resurfacing will be completed by the end of 2024. This brings total street resurfacing to 32 miles. Approximately \$6.0 million of the \$10 million street improvement bonds passed by voters in November 2021 have been used to date for street resurfacing.
- TAMP Phase III planning is moving forward. Much of this work is contingent on the planning, budgeting, and construction of underground utility repair and replacement projects in advance of resurfacing. This phase would resurface approximately 18 miles. It is proposed for funding from the remaining \$4.0 million in authorized street/sidewalk improvement bonds. A revenue source for repayment of these bonds has not yet been identified.

- **Cross Town Water Main 24" Transmission Line Phase II (\$8,976,174.)  
SRP-D-ARP-0030**

This project was advertised on April 10, 2023, with a May 17, 2023, bid opening. Construction is expected to begin in March 2024 to allow for material procurement and delivery. This project will extend the 24" diameter water main approximately 9,000 lf from the intersection of Marion Street/Morgan Street along S. Morgan Street to Graham Street to the South Tank on S. Lafayette Street and to the intersection with Forest Hill Drive/Beaumonde. Approximately 4,500 lf of sewer main in conflict with the line will also be replaced. This is the second of a multiphase project to improve water supply to the south, east, and north of the uptown area. It is intended to improve fire flow, water volume/pressure, and water quality overall in the system. It is a high priority. Substantial completion is expected in May 2025. The statutory completion deadline to expend all funds is December 31, 2026.

- **Hickory Creek Sewer Outfall - Windsor Drive to Holly Oak Park (\$4,627,000) SRP-W-ARP-0029**

Construction on this sewer outfall project has begun. It will replace approximately 5,000 lf of existing sewer outfall with 24” diameter pipe. It runs along Hickory Creek from the end of Windsor Drive to Dixon Blvd. This project replaces an existing sewer outfall that has been plagued with Sanitary Sewer Overflows due to infiltration and inflow. Construction began in August 2023. Substantial completion is expected in June 2024. The statutory deadline to expend all funds is December 31, 2026.

- **WTP Filter Rehabilitation & Sedimentation Valve Replacement Project (\$4,133,200.) ARP**

This project consists of the rehabilitation and repair of 8 water treatment plant filters as well as the repair/replacement of the sedimentation basin gate and mud valves. Construction began on this project in late 2023. Substantial completion is anticipated in September 2024. The statutory deadline to expend all funds is December 31, 2026.

- **First Broad River Sewer Outfall Project (\$12,087,000) State directed grant.**

This project provides for the replacement of approximately 9,000 linear feet of 36-inch diameter pipe on a major sewer outfall located on the First Broad River. A number of Sanitary Sewer Overflows (SSOs) have occurred on this line for the past several years during and after heavy rainfall. McGill Associates has been selected as the project engineer and design work is ongoing. The City Council approved the project budget ordinance this evening.

- **City Hall Campus Projects**

- **City Council Chambers – A scope of work is being developed to renovate the interior of the chambers after the broken water line flooded the room. I anticipate the scope to include a new sound system, camera system, addition of a video display system, carpet replacement, furnishings, ADA bathroom upgrades, lighting improvements as well as other improvements.**
- **City Hall Annex – This project is expected to be bid on in March. Upland Architecture has largely completed the design. This project will involve the relocation of personnel from the Planning and Development Services Department (Planning/Zoning, Code Enforcement, and Building Inspections) and the Human Resources Department to the former SPD building.**

- **Airport – As you know the City has maintained a goal to make the airport a self-sustainable operation for many years. As the City has made investments in revenue-generating projects such as T-Hangars and fuel sale facilities this has come closer to reality. The City has been successful in receiving a number of NC Division of Aviation grants for a variety of projects including these revenue-generating developments. These have all contributed to making Shelby airport somewhere owners/pilots want to base their aircraft. This in turn results in an increase in the personal property tax base of the City as well as increased property tax receipts. As such the latest Airport Layout Plan adopted by City Council in April 2023 identified a number of future improvements that will allow the City to move the airport even closer to self-sufficiency. One such project involves the extension of the taxiway toward the east allowing for the construction of additional corporate aircraft hangars. Due to the potential for investment by private owners in a couple of new hangars, the City is moving towards securing grant funding for the infrastructure necessary for this to occur. More details on this will hopefully be forthcoming in the next 60 days or so.**
  
- **Budget Workshops FY 24-25 (April)**

As a matter of practice City Council has scheduled two budget workshops during the month of April for me to present my initial balanced budget and recommendations. One meeting covers the General Fund and other minor funds and the other all of the Enterprise Funds. It is that time. The suggested range of dates is Monday, April 29 through Friday, May 3.

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

**Mrs. Bullock announced that the Grand Opening of her new location Hive Coffee will be on Saturday, March 23<sup>rd</sup> from 9:00 AM until 12:00 PM.**

**Mayor Anthony mentioned that he has received many great comments about the Carolina Harmony Trail and that he appreciates all that the staff has done.**

#### **I. Adjournment:**

- 1) Motion to adjourn**

**ACTION TAKEN:** Upon a motion made by Mr. White, City Council voted unanimously to adjourn the meeting at 7:04 p.m.

**Respectfully submitted,**

**Breanna Jones  
Deputy City Clerk**

**O. Stanhope Anthony, III  
Mayor**

**Minutes of March 18, 2024**

**DRAFT**

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-2

- 2) City of Shelby FY 2023-2024 Budget Ordinance Amendment #7 (project Grizzly repayment): Ordinance No. 26-2024

**Consent Agenda Item: (Beth Beam, Director of Finance)**

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Summary of Available Information:

- Memorandum dated March 15, 2024, from Beth Beam, Director of Finance to Rick Howell, City Manager
- Supporting Documents
- Ordinance No. 26-2024

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City Manager's Recommendation / Comments

Ordinance No. 26-2024 is presented for City Council via the Consent Agenda. If approved this ordinance would appropriate funding to pay the annual debt service payment to Cleveland County for the loan associated with utility improvements necessary for "Project Grizzly" (Clearwater Paper S2 expansion). Funds are generated through the new utility customer and tax revenue paid by Clearwater Paper S2.

Council will recall that these loan proceeds were used to provide a 24" diameter water loop from the Water Treatment Plant to Washburn Switch Road, construction of a 750,000 gallon elevated water storage tank with pump station, construction of a 24" diameter sewer outfall and the looping of a 6" steel natural gas line. This loan along with grant funding of almost \$11 million from the Golden Leaf Foundation, the NC Commerce CDBG and IDF programs and the US Economic Development Administration and an \$8 million contribution from Clearwater Paper put the City in a position to attract this major investment of more than \$330,000,000 and over 180 new jobs.

This is payment number 7 of 15 at an interest rate of 3.25%. This year's payment amount to \$1,006,034. The payment is divided proportionally from the General Fund, Water Fund, Sewer Fund, Electric Fund and Natural Gas Fund.

**It is my recommendation that Resolution No. 26-2024 be adopted and approved by City Council at this time via the Consent Agenda.**



To: Rick Howell, City Manager  
From: Beth Beam, Director of Finance  
Date: March 15, 2024  
Subject: Project Grizzly - County Loan Repayment

Background:

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

This budget amendment will allow for repayment of year 7 of the loan, in the amount of \$1,006,034.

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

Recommendation:

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

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

May 1 annually

		<u>Principal</u>		<u>Interest</u>		<u>Total Payment</u>
2018	1	\$	-	\$	359,580	\$ 359,581 <sup>0</sup>
2019	2		790,286		335,608	1,125,896 <sup>4</sup>
2020	3		790,286		311,636	1,101,925 <sup>2</sup>
2021	4		790,286		287,664	1,077,954 <sup>0</sup>
2022	5		790,286		263,692	1,053,983 <sup>78</sup>
2023	6		790,286		239,720	1,030,012 <sup>06</sup>
2024	7		790,286		215,748	1,006,041 <sup>34</sup>
2025	8		790,286		191,776	982,070 <sup>62</sup>
2026	9		790,286		167,804	958,099 <sup>90</sup>
2027	10		790,286		143,832	934,128 <sup>18</sup>
2028	11		790,286		119,860	910,157 <sup>46</sup>
2029	12		790,286		95,888	886,186 <sup>74</sup>
2030	13		790,286		71,916	862,215 <sup>02</sup>
2031	14		790,286		47,944	838,244 <sup>30</sup>
2032	15		790,286		23,972	814,273 <sup>58</sup>
		\$	<u>11,064,000</u>	\$	<u>2,876,640</u>	\$ <u>13,940,760</u> <sup>640</sup>



# CLEVELAND COUNTY

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



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

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

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

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

County Manager, Jeff Richardson

Handwritten signature of Jeff Richardson, County Manager, over a horizontal line.

City Manager, Rick Howell

Handwritten signature of Rick Howell, City Manager, over a horizontal line.

Post Office Box 1210, Shelby, North Carolina 28151-1210

Telephone: 704-484-4800; Fax: 704-484-4930

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



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

County Actual Land Costs	\$	3,351,882	<u>Total Acres</u>	396	\$	8,464
Total Land included in project Grizzly	Acres	241.574	Costs	8,464.35	Total Costs	236.708 To company
				\$	2,044,766.28	4.866 To City
						<u>241.574</u>

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

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

ORDINANCE NO. 26-2024

CITY OF SHELBY  
FY 2023-2024 BUDGET ORDINANCE AMENDMENT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act, the City of Shelby finds it advisable and necessary to revise and amend its annual budget for FY 2023-2024; and,

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

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

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

Section 1. Ordinance No. 28-2023, the City's FY 2023-2024 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 7 for the year:

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

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

- |   |           |
|---|-----------|
| (a) Increase 11001000-39900<br>Fund Balance Appropriated              | \$251,508 |
| (b) Increase 110495-49230<br>Transferred to Economic Development Fund | \$251,508 |

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

- |   |           |
|---|-----------|
| (a) Increase 63006000-39900<br>Fund Balance Appropriated              | \$377,263 |
| (b) Increase 630731-49230<br>Transferred to Economic Development Fund | \$377,263 |

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

- |   |           |
|---|-----------|
| (a) Increase 64006000-39900<br>Fund Balance Appropriated              | \$377,263 |
| (b) Increase 640741-49230<br>Transferred to Economic Development Fund | \$377,263 |

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

(a) Increase 23009000-39000 Transferred from Other Funds	\$251,508
(b) Increase 23009000-39630 Transferred from Electric Fund	\$377,263
(c) Increase 23009000-39640 Transferred from Gas Fund	\$377,263
(d) Increase 230590-49610 Transferred to Water Fund	\$380,080
(e) Increase 230590-49620 Transferred to Sewer Fund	\$518,308
(f) Increase 230590-49620 Transferred to Natural Gas Fund	\$107,646

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

(a) Increase 61006000-39000 Transferred from Other Funds	\$380,080
(b) Increase 610711-70001 Debt Service – Principal	\$298,570
(c) Increase 610711-70002 Debt Service – Interest	\$ 81,510

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

(a) Increase 62006000-39000 Transferred from Other Funds	\$518,308
(c) Increase 620721-70001 Debt Service – Principal	\$407,155
(c) Increase 620721-70002 Debt Service – Interest	\$111,153

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

(a) Increase 64006000-39000 Transferred from Other Funds	\$107,646
(b) Increase 640741- 70001 Debt Service – Principal	\$84,561
(c) Increase 640741-70002 Debt Service – Interest	\$23,085

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

	<u>Current Budget</u>	<u>Amendment No. 7</u>
General Fund	\$ 32,815,345	\$ 33,066,853
Emergency Telephone System Fund	87,817	87,817
Powell Bill Fund	701,225	701,225
Economic Dev. Fund	728,300	728,300
Housing Fund	2,736,183	2,736,183
Cemetery Fund	36,000	36,000
Utilities-Water Fund	7,174,082	7,554,162
Utilities-Sewer Fund	7,697,269	8,215,577
Utilities-Electric Fund	24,501,726	24,878,989
Utilities-Gas Fund	25,607,712	26,092,621
Utilities – Stormwater Fund	974,027	974,027
FY 2023-2024 Budget Total:	<u>\$103,059,686</u>	<u>\$105,071,754</u>

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

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

Adopted and approved this the 1st day of April A. D. 2024.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

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Carol Williams  
City Clerk

APPROVED AS TO FORM:

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Jason Lunsford  
City Attorney

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-3

- 3) City of Shelby FY 2023-2024 Budget Ordinance Amendment #8: (Shell Bldg. #4 repayment): Ordinance No. 27-2024

**Consent Agenda Item: (Beth Beam, Director of Finance)**

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Summary of Available Information:

- Memorandum dated March 15, 2024, from Beth Beam, Director of Finance to Rick Howell, City Manager
- Memorandum of Understanding
- Ordinance No. 27-2024

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City Manager's Recommendation / Comments

Ordinance No. 27-2024 is presented for consideration by City Council via the Consent Agenda. It is considered a routine financial matter as it is a legally obligated payment provided for by an agreement between the City and the County. The City and Cleveland County entered into an interlocal agreement on January 3, 2022. The agreement, among other things, detailed the amount of financial participation from the City to construct Shell Building #4. This amount would initially come in the form of a loan from Cleveland County, which the City would repay over a term not to exceed 10 years, at a rate of interest not to exceed 2.39%. These funds are being paid from past sales proceeds from the other shell buildings and held within the Electric Fund.

As you know the City has taken the lead acting as the developer in all four shell buildings thus far. In the case of Shell #4 the County Manager offered for the County to finance the entire project with the City reimbursing an equal share of the annual debt service. In order for the County to enter into a loan arrangement required the property be deeded to the County by the City.

**It is my recommendation that Ordinance No. 27-2024 be adopted and approved by City Council at this time via the Consent Agenda.**



To: Rick Howell, City Manager  
From: Beth Beam, Director of Finance  
Date: March 15, 2024  
Subject: Shell #4 - County Loan Repayment

Background:

The City of Shelby and Cleveland County entered into an interlocal agreement on January 3, 2022. This agreement, among other things, detailed the amount of financial participation from the City to construct Shell Building #4. This amount would initially come in the form of a loan from Cleveland County, which the City would repay over a term not to exceed 10 years, at a rate of interest not to exceed 2.39%.

This budget amendment will allow for repayment of year #2 from the electric fund.

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

Recommendation:

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

**MEMORANDUM OF UNDERSTANDING ("MOU")  
CONCERNING ECONOMIC DEVELOPMENT OF  
RANDOLPH ROAD SHELL BUILDING #4  
BETWEEN  
CLEVELAND COUNTY, NORTH CAROLINA ("COUNTY")  
AND  
THE CITY OF SHELBY, NORTH CAROLINA ( "CITY")**

**I. PURPOSE**

The purpose of this MOU is to outline the Parties' responsibilities concerning economic development of the herein-described Project.

**II. DEFINITIONS**

- A. "City" means the City of Shelby, North Carolina.
- B. "County" means Cleveland County, North Carolina.
- C. "MOU" means this Memorandum of Understanding.
- D. "Project" means the Parties' joint undertaking to construct and develop, and sale of, a shell building on the Property for the purpose of economic development.
- E. "Property" means the property on which the Project is to be undertaken, specifically the property labeled as "Tract 2" on the survey attached hereto as 'Exhibit A'. While that survey shows the property as being owned by the City of Shelby, the City shall convey the Property to the County. The Property is also known as the "Randolph Road Property" and/or "Shell Building #4".

**III. RESPONSIBILITIES OF COUNTY**

- A. Sharing of Costs. The County will share in the costs of planning, design, construction, marketing, sale and transfer at fifty (50) percent as described in Section V. below.
- B. Financing. Subject to the approval of the Board of Commissioners, the County will provide financing for the Project through installment contract as described in N.C.G.S. § 160A-20(g).

**IV. RESPONSIBILITIES OF CITY**

- A. Sharing of Costs. The City will share in the cost of planning, design, construction, marketing, sale and transfer at fifty (50) percent, as discussed in Section V. below.

- B. **Project Management.** The City will provide Project Management for the Project and upon successful completion (sale) of the Project the City will receive \$80,000 for management fees.
- C. **Utility Selection.** The City of Shelby will be the utility service provider for water and sewer, gas, electric and natural gas at the Property. The City will be paid its customary rates for the aforementioned services.

**V. PROCESS FOR SHARING OF COSTS**

- A. The City will receive invoices from Project vendors and, upon approval pay such invoices to such vendors.
- B. After paying a Project invoice to a vendor, the City will send the invoice, City approval, and evidence of payment to the County as a request for reimbursement.
- C. Upon receipt of such a Project reimbursement request from the City, the County will pay to the City the entire amount of the invoice.
- D. Upon completion of the Project, the City will be responsible for fifty (50) percent of the total Project costs.
- F. If any debt service payments come due on the County's installment financing prior to the sale of the Property, the City shall reimburse the County for fifty percent (50%) of such debt service payments.

**VI. MISCELLANEOUS**

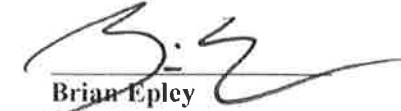
- A. **Amendments.** This MOU may be amended by written consent of both parties, and all amendments shall be attached to this MOU.
- B. **Termination.** This MOU may be terminated by either party on sixty (60) days' written notice to the other party.
- C. **Consideration.** No consideration is exchanged pursuant to this MOU, and this MOU shall not be considered a contract giving rise to binding obligations between the Parties.

**VII. EFFECTIVE DATE** shall be the 3rd day of January 2022.

[SIGNATURE PAGE TO FOLLOW]

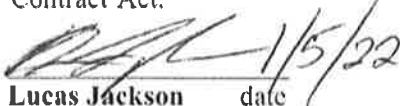


**FOR CLEVELAND COUNTY:**

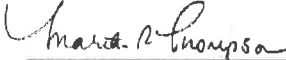
  
**Brian Epley**  
County Manager  
Cleveland County

Date: 1-5-2022


I certify that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

  
**Lucas Jackson**      date  
Finance Director  
Cleveland County

Approved as to form and content:


 12.14.21  
**Martha Thompson**      date  
Deputy County Attorney  
Cleveland County

**FOR THE CITY OF SHELBY:**

  
**Rick Howell**  
City Manager  
City of Shelby

Date: 1/6/2022

I certify that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Contract Act.

 1/6/2022  
**Beth Beam**      date  
Finance Director  
City of Shelby

Approved as to form and content:

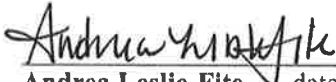
 1/4/2022  
**Andrea Leslie-Fite**      date  
City Attorney  
City of Shelby

EXHIBIT A

CITY OF CLEVELAND

PLANNING DEPARTMENT  
CITY ENGINEER  
CITY OF CLEVELAND

12-12-21

12/15/2021

CERTIFICATION OF EXCEPTION

I, THE CITY ENGINEER, HEREBY CERTIFY THAT I AM AWARE OF THE EXISTING RECORDS OF THE PROPERTY AND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER RECORDS OF INTEREST TO THE CITY OF CLEVELAND AND THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER RECORDS OF INTEREST TO THE CITY OF CLEVELAND.

*Scott B. Hamner*  
12/15/2021  
CITY ENGINEER

Randolph Road S.E. 1308 60' R/W

ACKNOWLEDGMENT OF RECORDATION OF NON-VALUED, NON-REVENUE LOTS.

I, THE UNDERGROUND PROPERTY OWNER, DO HEREBY ACKNOWLEDGE AND AGREE TO THE CITY OF CLEVELAND'S RECORDATION OF NON-VALUED, NON-REVENUE LOTS AND THE CITY OF CLEVELAND'S RECORDATION OF NON-VALUED, NON-REVENUE LOTS AND THE CITY OF CLEVELAND'S RECORDATION OF NON-VALUED, NON-REVENUE LOTS.

*Scott B. Hamner*  
12/15/2021  
CITY ENGINEER

GENERAL NOTES

- 1. FROM AT ALL CORNERS UNLESS OTHERWISE NOTED.
- 2. THE PROPERTY IS NOT SUBJECT TO ANY OTHER RECORDS OF INTEREST TO THE CITY OF CLEVELAND.
- 3. THE PROPERTY IS NOT SUBJECT TO ANY OTHER RECORDS OF INTEREST TO THE CITY OF CLEVELAND.
- 4. THE PROPERTY IS NOT SUBJECT TO ANY OTHER RECORDS OF INTEREST TO THE CITY OF CLEVELAND.
- 5. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.
- 6. THE PROPERTY IS NOT SUBJECT TO ANY OTHER RECORDS OF INTEREST TO THE CITY OF CLEVELAND.
- 7. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL DISTANCES.

LEGEND

- CENTER POINT
- 1/2" REBAR SET
- MGN MARK
- UTILITY POLE
- OVERHEAD UTILITY LINE
- OVERHEAD UTILITY LINE
- ROAD RIGHT OF WAY LINE
- LOW VOLTAGE WIRE LINE
- HIGH VOLTAGE WIRE LINE
- UNLESS SHOWN WITH BRACING AND DISTANCE

THIS IS TO CERTIFY THAT THIS SURVEY IS OF AN INTEREST CATEGORY AND IS AN EXCEPTION TO THE REFERENCE TO SUBDIVISION.

L. SCOTT HAMNER (PLS)

J & J TRUST  
DB 1683 PG 2238

DAVID G. MARTINEZ  
DB 1683 PG 2238

DAVID G. MARTINEZ  
DB 1683 PG 2238

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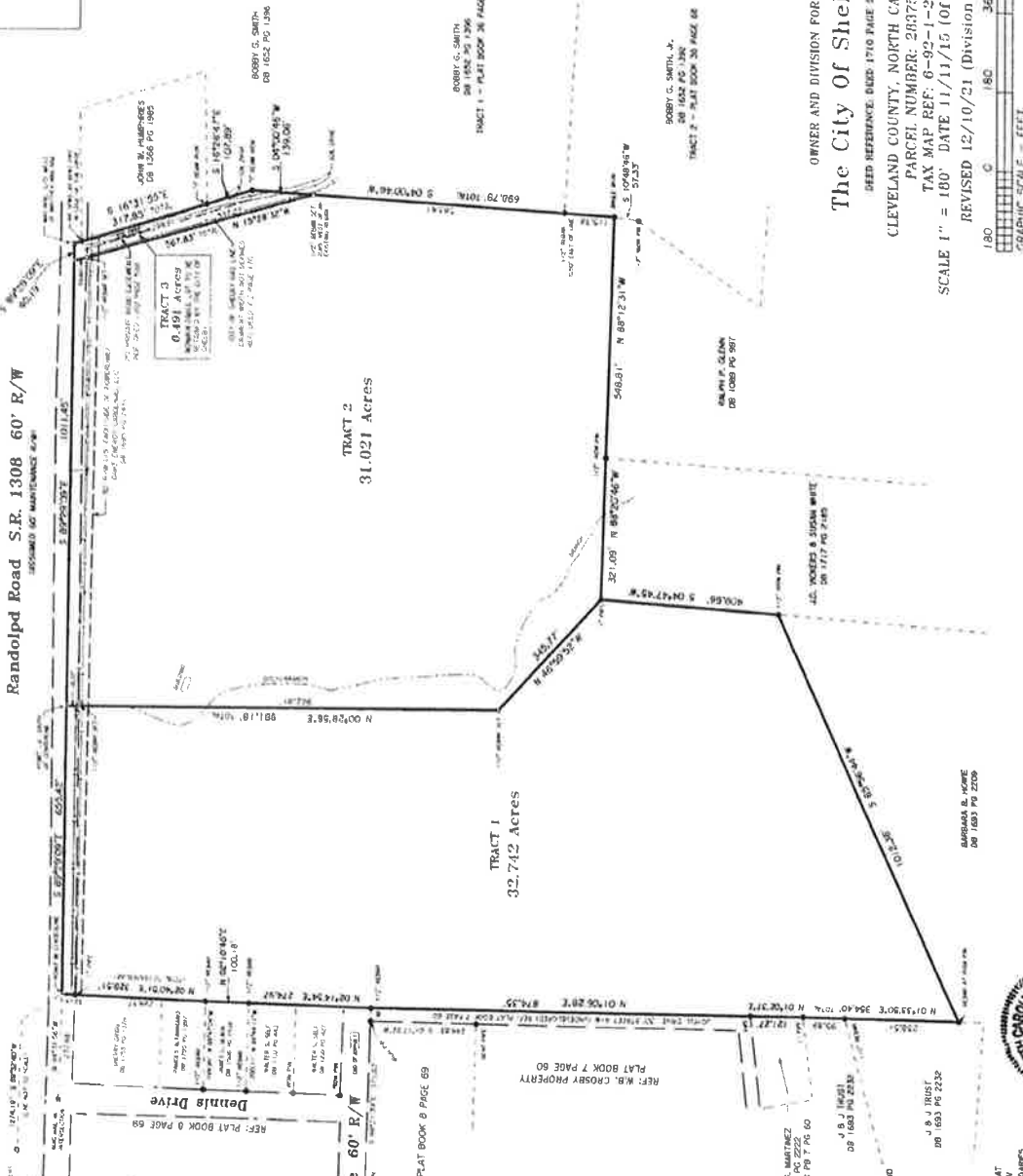
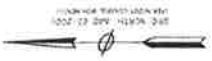
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DB 1683 PG 2238

J & J TRUST  
DB 1683 PG 2238



OWNER AND DIVISION FOR  
The City of Shelby

DEED REFERENCE: DEED 1710 PAGE 580  
CLEVELAND COUNTY, NORTH CAROLINA  
PARCEL NUMBER: 28375  
TAX MAP REF: 6-92-1-25  
SCALE 1" = 180' DATE 11/11/15 (of Boundary Survey)  
REVISED 12/10/21 (Division Lines)



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



Scott B. Hamner  
Professional Land Surveyor - License No. 1-3201

Full portion paid by Cleveland County:

**7. Payment Schedule**

Date	Principal	Coupon	Interest	Total Debt Service
2/1/2023	\$ 818,000.00	2.39%	\$ 194,685.42	\$ 1,012,685.42
2/1/2024	854,000.00	2.39%	183,599.80	1,037,599.80
2/1/2025	854,000.00	2.39%	163,189.20	1,017,189.20
2/1/2026	854,000.00	2.39%	142,778.60	996,778.60
2/1/2027	854,000.00	2.39%	122,368.00	976,368.00
2/1/2028	854,000.00	2.39%	101,957.40	955,957.40
2/1/2029	853,000.00	2.39%	81,546.80	934,546.80
2/1/2030	853,000.00	2.39%	61,160.10	914,160.10
2/1/2031	853,000.00	2.39%	40,773.40	893,773.40
2/1/2032	853,000.00	2.39%	20,386.70	873,386.70
<b>Total</b>	<b>\$ 8,500,000.00</b>		<b>\$ 1,112,445.42</b>	<b>\$ 9,612,445.42</b>

**City of Shelby Portion:** (Paid to Cleveland County)

	Principal	Coupon	Interest	Total
2/1/2023	\$409,000	2.39%	\$97,342.71	\$506,342.71
2/1/2024	\$427,000		\$91,799.90	\$518,799.90
2/1/2025	\$427,000		\$81,594.60	\$508,594.60
2/1/2026	\$427,000		\$71,389.30	\$498,389.30
2/1/2027	\$427,000		\$61,184.00	\$488,184.00
2/1/2028	\$427,000		\$50,978.70	\$477,978.70
2/1/2029	\$426,500		\$40,773.40	\$467,273.40
2/1/2030	\$426,500		\$30,580.05	\$457,080.05
2/1/2031	\$426,500		\$20,386.70	\$446,886.70
2/1/2032	\$426,500		\$10,193.35	\$436,693.35
<b>Totals</b>	<b>\$4,250,000</b>		<b>\$556,222.71</b>	<b>\$4,806,222.71</b>

ORDINANCE NO. 27-2024

CITY OF SHELBY  
FY 2023-2024 BUDGET ORDINANCE AMENDMENT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act, the City of Shelby finds it advisable and necessary to revise and amend its annual budget for FY 2023-2024; and,

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

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

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

Section 1. Ordinance No. 28-2023, the City’s FY 2023-2024 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 8 for the year:

(A) The City of Shelby, via a Memorandum of Understanding, entered into an interlocal agreement with Cleveland County to fund an infrastructure loan for economic development for Shell Building #4. Year two of the loan repayment is due to the County per the referenced agreement. Accordingly, the following budget modifications are approved in accordance with the chart of accounts heretofore established for the City of Shelby.

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

(a) Decrease 11001000-39900 Fund Balance Appropriated	(\$518,800)
(b) Decrease 110495-70001 Debt Service - Principal	(\$427,000)
Decrease 110495-70002 Debt Service - Interest	( \$91,800)

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

(a) Increase 63006000-39900 Fund Balance Appropriated	\$518,800
(b) Increase 630731-70001 Debt Service - Principal	\$427,000
Increase 630731-70002 Debt Service - Interest	\$ 91,800

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

	<u>Current Budget</u>	<u>Amendment No. 8</u>
General Fund	\$ 33,066,853	\$ 32,548,053
Emergency Telephone System Fund	87,817	87,817
Powell Bill Fund	701,225	701,225

Economic Dev. Fund	728,300	728,300
Housing Fund	2,736,183	2,736,183
Cemetery Fund	36,000	36,000
Utilities-Water Fund	7,554,162	7,554,162
Utilities-Sewer Fund	8,215,577	8,215,577
Utilities-Electric Fund	24,878,989	25,397,789
Utilities-Gas Fund	26,092,621	26,092,621
Utilities – Stormwater Fund	974,027	974,027
FY 2023-2024 Budget Total:	<u>\$105,071,754</u>	<u>\$105,071,754</u>

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

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

Adopted and approved this the 1st day of April A. D. 2024.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

---

Carol Williams  
City Clerk

APPROVED AS TO FORM:

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Jason Lunsford  
City Attorney



City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-4

- 4) City of Shelby FY 2023-2024 Budget Ordinance Amendment #9: (Dept. budget adjustments): Ordinance No. 28-2024

**Consent Agenda Item: (Beth Beam, Director of Finance)**

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Summary of Available Information:

- Memorandum dated March 22, 2024, from Beth Beam, Director of Finance to Rick Howell, City Manager
- Ordinance No. 28-2024

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City Manager's Recommendation / Comments

Ordinance No. 28-2024 is presented to City Council as a matter of routine business via the Consent Agenda. This budget amendment moves funding between line items within the General Fund, Economic Development Fund, the Emergency 911 Fund, the Electric Fund, and the Natural Gas Fund. All transfers balance spending accounts within the noted operating funds.

**It is my recommendation that Ordinance No. 28-2024 be adopted and approved by City Council at this time via the Consent Agenda.**



## MEMORANDUM

**To:** Rick Howell, City Manager  
**From:** Beth B. Beam, Director of Finance  
**RE:** Budget Amendment No. 9  
**Date:** March 22, 2024

As we close the fiscal year, we have begun several procedures to ensure that the City remains within budget as of June 30, 2024. One of these procedures is reviewing departmental budgets to identify potential overages and identify funds that can help offset these overages. Generally, overages can occur due to unexpected repairs/equipment breakdowns, changes in mandated procedures or other unforeseen events that occur throughout the year.

**Recommended Action:**

Seek Council approval of the attached budget amendment.

ORDINANCE NO. 28-2024

CITY OF SHELBY  
FY 2023-2024 BUDGET ORDINANCE AMENDMENT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act, the City of Shelby finds it advisable and necessary to revise and amend its annual budget for FY 2023-2024; and,

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

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

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

Section 1. Ordinance No. 28-2023, the City’s FY 2023-2024 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 9 for the year:

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

(a) Increase 11001000-37001 Interest Income	\$179,000
(b) Increase 110412-41500 Supplies	\$ 10,000
Increase 110412-42000 Professional Services	\$ 10,000
Increase 110412-42500 Contracted Services	\$ 10,000
Increase 110412-43301 Equipment Maintenance	\$ 3,000
Increase 110412-44701 Advertising	\$ 4,000
Increase 110412-44802 Travel & Training	\$ 10,000
Increase 110413-43503 Equipment Rental	\$ 1,320
Increase 110413-44802 Travel & Training	\$ 2,500
Increase 110414-43401 Equipment Repairs	\$ 1,500
Increase 110416-40801 Service Awards	\$ 2,000
Increase 110420-41500 Supplies	\$ 200
Increase 110420-41520 Small Tools & Equipment	\$ 150
Increase 110421-44102 Insurance Claim	\$ 1,300
Increase 110425-41520 Small Toos & Equipment	\$ 1,000
Increase 110425-43403	\$ 400

Building Repairs	
Increase 110425-44102	\$ 750
Insurance Claim	
Increase 110427-41500	\$ 2,500
Supplies	
Increase 110427-41502	\$ 500
Safety Supplies	
Increase 110427-43301	\$ 2,500
Equipment Main	
Increase 110427-43404	\$ 275
Land & Area Maintenance	
Increase 110431-43401	\$ 1,000
Equipment Repairs	
Increase 110433-41950	\$ 225
Computer Replacement	
Increase 110435-40701	\$ 150
Uniforms	
Increase 110435-42500	\$ 7,500
Contracted Services	
Increase 110435-43401	\$ 200
Equipment Repairs	
Increase 110451-41201	\$ 23,000
Fuel	
Increase 110451-41520	\$ 300
Small Tools & Equipment	
Increase 110451-42000	\$ 1,100
Professional Services	
Increase 110451-43301	\$ 700
Equipment Main	
Increase 110451-43401	\$ 7,000
Equipment Repairs	
Increase 110451-44102	\$ 225
Insurance Claim	
Increase 110453-41201	\$ 700
Fuel	
Increase 110453-41503	\$ 500
Auto Supplies	
Increase 110453-41604	\$ 25
Permits	
Increase 110453-41999	\$ 150
Non-Capital Equipment	
Increase 110453-42000	\$ 6,000
Professional Services	
Increase 110453-42500	\$ 2,600
Contracted Services	
Increase 110453-44102	\$ 50
Insurance Claim	
Increase 110453-45001	\$ 1,050
Telephone-Land Line	
Increase 110471-40101	\$ 500
Overtime	
Increase 110471-41509	\$ 650

Rollout Trash Containers	
Increase 110471-44102	\$ 3,000
Insurance Claim	
Increase 110471-44802	\$ 600
Travel & Training	
Increase 110491-41100	\$ 200
Postage	
Increase 110491-44401	\$ 50
Laundry & Dry Cleaning	
Increase 110493-41100	\$ 3,600
Postage	
Increase 110493-41500	\$ 4,000
Supplies	
Increase 110493-41601	\$ 1,500
Publication Subscriptions	
Increase 110493-42000	\$ 20,000
Professional Services	
Increase 110493-42500	\$ 7,500
Contracted Services	
Increase 110493-42510	\$ 10,000
Contracted Construction	
Increase 110495-49210	\$ 980
Transferred to 911 Fund	
Increase 110612-43301	\$ 7,000
Equipment Maintenance	
Increase 110612-44102	\$ 1,050
Insurance Claim	
Increase 110612-54000	\$ 2,000
Vehicles	

(2) The following Economic Development Fund line items are amended:

(a) Increase 23001000-32203	\$ 80,000
Local Occupancy Tax	
(b) Increase 230590-85004	\$ 80,000
Local Occupancy Tax Expense	

(3) The following Electric Fund Line Items are amended:

(a) Increase 63006000-37001	\$ 30,000
Interest Income	
(b) Increase 630731-41500	\$ 2,100
Supplies	
Increase 630731-43404	\$ 1,000
Land & Area Maintenance	
Increase 630733-40101	\$ 20,000
Overtime	
Increase 630733-44102	\$ 5,400

Insurance Claim	
Increase 630733-45106	\$ 1,500
Waste Disposal Fee	

(4) The following Natural Gas Fund Line Items are amended:

(a) Increase 64006000-37001	\$ 50,000
Interest Income	
(b) Increase 640741-40101	\$ 100
Overtime	
Increase 640741-41511	\$ 100
Materials	
Increase 640743-41503	\$ 1,000
Auto Supplies	
Increase 640743-41511	\$ 48,250
Materials	
Increase 640743-44102	\$ 550
Insurance Claim	

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

	<u>Current Budget</u>	<u>Amendment No. 9</u>
General Fund	\$ 32,548,053	\$ 32,727,053
Emergency Telephone System Fund	87,817	87,817
Powell Bill Fund	701,225	701,225
Economic Dev. Fund	728,300	808,300
Housing Fund	2,736,183	2,736,183
Cemetery Fund	36,000	36,000
Utilities-Water Fund	7,554,162	7,554,162
Utilities-Sewer Fund	8,215,577	8,215,577
Utilities-Electric Fund	25,397,789	25,427,789
Utilities-Gas Fund	26,092,621	26,142,621
Utilities – Stormwater Fund	974,027	974,027
FY 2022-2023 Budget Total	<u>\$105,071,754</u>	<u>\$105,410,754</u>

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

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

Adopted and approved this the 1st day of April A. D. 2024.

---

O. Stanhope Anthony, III  
 Mayor

Ordinance No. 28-2024  
April 1, 2024  
Page 5

ATTEST:

---

Carol Williams  
City Clerk

APPROVED AS TO FORM:

---

Jason Lunsford  
City Attorney



City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-5

- 5) Adoption of an ordinance establishing a capital project ordinance and budgets for the City of Shelby's Dog Park Project: Ordinance No. 29-2024

**Consent Agenda Item: (Justin Longino, Assistant City Manager)**

---

Summary of Available Information:

- Memo dated March 27, 2024 from Justin Longino, Assistant City Manager to Rick Howell, City Manager
- Ordinance No. 29-2024

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City Manager's Recommendation / Comments

Ordinance No. 29-2024 is presented for City Council consideration via the Consent Agenda as a matter of routine business. If approved this ordinance would appropriate \$100,000 from the General Fund reserves (fund balance) for engineering and construction on this project. Please keep in mind there will be two major construction items with those being storm drainage improvements and fencing. The engineer is developing more detailed estimates that will give us a better idea of costs. A budget must be adopted prior to funding commitment either for engineering or construction costs.

**It is my recommendation that Ordinance No. 29-2024 be adopted and approved by City Council at this time via the Consent Agenda.**

MEMORANDUM

To: Mr. Rick Howell – City Manager

From: Justin Longino – Assistant City Manager

Date: March 27, 2024

Subject: Dog Park Project Budget Ordinance

**Background**

The City has been making plans to establish a dog park on a portion of the property on W. Sumter Street, adjacent to Cora St and Sunset Cemetery (Parcel 17575). Staff have been working with McGill and Associates to formulate a plan for stormwater issues that currently exist on the property and for a preliminary layout of a dog park.

This budget ordinance establishes an account for expenses related to this work and future work. Staff is estimating engineering and construction costs at this time with the proposal from McGill forthcoming. Establishing this account will allow us to continue to move forward and incur expenses.

**Recommendation**

Staff recommends approval of the project budget ordinance.

ORDINANCE NO. 29-2024  
AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND  
BUDGETS FOR THE CITY OF SHELBY’S DOG PARK PROJECT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act the City of Shelby finds it advisable and necessary to establish a capital project ordinance and budgets for the City of Shelby’s Dog Park Project; and

WHEREAS, it is necessary for the City to establish a budget for this capital project and appropriate applicable funds directed by the NC 2023 Appropriations Act needed for the administration and construction of this project in order to comply with applicable provisions of the North Carolina Local Government Budget and Fiscal Control Act; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA: The City of Shelby intends to take the initial engineering and architectural steps to create a dog park. Accordingly, the following budget modifications are approved in accordance with the chart of accounts heretofore established for the City of Shelby:

Section 1. The following revenues are available and amounts are hereby appropriated:

**Dog Park Project**

Appropriation of Fund Balance	11001000-39900	\$ 100,000
Transfer to GF Capital Project	110495-49111	\$ 100,000
Revenues:		
Transfer from General Fund	11101000-39110-DOGPK	\$ 100,000
Expenses:		
Engineering/Architecture	111612-42004-DOGPK	\$ 30,000
Construction	111612-53000-DOGPK	\$ 70,000

Section 2. The provisions of this capital project ordinance shall be entered in the minutes of the Shelby City Council and copies filed with the City Manager as Budget Officer, the Finance Director, and the City Clerk for their direction and guidance in receiving revenues and expending the monies due thereunder.

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

Adopted and approved this the 1st day of April 2024.

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O. Stanhope Anthony III  
Mayor

Ordinance No. 29-2024  
April 1, 2024  
Page 2

ATTEST:

---

Carol Williams  
City Clerk

APPROVED AS TO FORM:

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Jason Lunsford  
City Attorney

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-6

- 6) Approval of a resolution authorizing an application for the US Department of Energy's Grid Resilience and Innovation Partnership (GRIP) Grant through ElectriCities of NC, Inc.: Resolution No. 24-2024

**Consent Agenda Item: (Rick Howell, City Manager and Beth Beam, Finance Director)**

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Summary of Available Information:

- Memo dated March 27, 2024 from Beth Beam, Finance Director to Rick Howell, City Manager
- Resolution No. 24-2024

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City Manager's Recommendation / Comments

Resolution No. 24-2024 is presented for City Council consideration via the Consent Agenda. If approved this resolution would authorize the City to participate as one of 25 municipalities submitting a grant through Electricities of North Carolina for a US Department of Energy "Grid Resilience and Innovation Partnership (GRIP) Grant. It would commit the City to a 25% local match should the application be successful. These funds will be set aside in a Capital Reserve Fund Resolution where they can only be accessed for this project. It is estimated that match will be approximately \$600,000.

**It is my recommendation that Resolution No. 24-2024 be adopted and approved by City Council at this time via the Consent Agenda.**

MEMORANDUM

To: Mr. Rick Howell – City Manager

From: Beth Beam, Director of Finance

Date: March 27, 2024

Subject: GRIP Grant Submission Resolution

**Background**

The City intends to join a group of 25 other municipalities through ElectriCities to apply for the Grid Resilience and Innovation Partnership (GRIP) program grant. The participating ElectriCities' members are combining in the grant application to compete for the US Department of Energy grant. ElectiCities has established a filing date of April 12, 2024 for submission of this grant application. The grant will allow for the purchase of electric technology which will increase the City's grid resilience. There is a 25% local match to this grant.

**Recommendation**

Staff recommends approval of the resolution of intent to apply.

Resolution No. 24-2024  
Authorizing An Application for the US Department of Energy’s Grid Resilience and  
Innovation Partnership (GRIP) Grant through ElectriCities of NC, Inc.

WHEREAS, City of Shelby City Council had indicated its desire to assist in electric technology development efforts within the City of Shelby; and,

WHEREAS, the Shelby City Council fully supports the proposed electric grid resilience project which will result in technologically developing the electric system; and,

WHEREAS, the Shelby City Council recognizes the significance of this project as a catalyst for electric development in Shelby; and,

WHEREAS, the Shelby City Council wishes to pursue a formal application for the ElectriCities Member Grid Resilience and Innovation Partnership (GRIP) program; and,

WHEREAS, if awarded, the Shelby City Council is committed to providing the 25% match using local resources,

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

That City Manager is authorized to submit a formal application to the ElectriCities Member Grid Resilience and Innovation Partnership (GRIP) Grant program in order to provide assistance to benefit the electric technology enhancement project.

That this Resolution shall take effect immediately upon its adoption and approval.

Adopted and approved this the 1st day of April 2024.

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

ATTEST:

\_\_\_\_\_  
Carol Williams  
City Clerk



City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

**Agenda Item: D-7**

- 7) City of Shelby Telecommunications Pipeline Installation Project
- a) Adoption of an ordinance establishing a capital project ordinance and budgets for the City of Shelby’s Telecommunications Pipeline Installation Project: Ordinance No. 30-2024
  - b) Approval of a resolution to approve the contract for the agreement for reimbursement of telecommunications pipeline installation: Resolution No. 25-2024

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

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Summary of Available Information:

- Memo dated March 27, 2024 from Justin Wright to Ben Yarboro, Asst. City Manager
- Conduit maps
- Agreement
- Ordinance No. 30-2024
- Resolution No. 25-2024

---

City Manager’s Recommendation / Comments

- a) Ordinance No. 30-2024 is presented for City Council consideration via the Consent Agenda as a matter of routine business. If approved this ordinance would appropriate at total of \$425,600 for this project. This amount would be equally shared by the General Fund, Electric Fund, Natural Gas Fund, Water Fund and Sewer Fund (\$85,120 each). The purpose of this appropriation is to provide funding for the installation of underground conduit as shown on the included maps for the future construction and improvement of the City’s intranet fiber optic system serving City facilities.
- b) Resolution No. 25-2024 is presented for City Council consideration via the Consent Agenda as a matter of routine business. If approved this resolution would authorize the City to enter into an agreement with Ripple Fiber for the installation of conduit to be used by the City for future construction and improvement of the City’s intranet fiber optic system serving City facilities.

**It is my recommendation that Ordinance No. 30-2024 and Resolution No. 25-2024 be adopted and approved by City Council at this time via the Consent Agenda.**

## *Memorandum*

**To:** Ben Yarboro, Assistant City Manager  
  
**From:** Justin Wright, Engineering Manager  
  
**RE:** Project Budget Ordinance and Approval of Agreement for Reimbursement of Telecommunications Pipeline Installation  
  
**Date:** March 27, 2024

**Background**

An Internet Fiber Company named Ripple Fiber has applied for multiple encroachments on City and NCDOT maintained streets. In reviewing this staff found that the path Ripple Fiber was taking routes that would benefit the City in establishing a fiber system that would expand connection to other facilities along with looping current fiber network. The proposed routes largely follow the fiber master plan that established in 2022 by Fiber Planners. In doing this it would follow the concept of the fiber masterplan to expand to utilities while also providing more supported and looped fiber network.

**Review**

The proposed agreement is attached to the Memorandum and will install approximately 36,522 LF feet of conduit. In this agreement appendix A shows the unit cost breakdown along with a map attached showing the location of the conduit that will be installed. City Staff is asking to allow for a 10% contingency on the Project Budget ordinance to allow for unforeseen issues in installation process.

<b>2" Conduit Pricing</b>			
<b>Item</b>	<b>PPU</b>	<b>QTY</b>	<b>Total</b>
Place 2" - Ripple Path	\$ 5.00	20,608	\$ 103,040.00
Place 2" - New Path	\$ 12.50	15914	\$ 198,925.00
2" Conduit	\$ 0.75	36,522	\$27,391.50
Vault	\$ 944.11	60	\$ 56,646.60
2" Coupler	\$ 10.07	85	\$855.95
10% Contingency			\$ 38,685.91
			\$ 425,544.96

**Recommendation**

City Staff has reviewed the legal agreement and recommends this agreement to City Council for approval. This Project will be funded equally by Water, Sanitary Sewer, Electric, Natural Gas, and General Fund.

Attachments:

Ripple Fiber Agreement

**AGREEMENT FOR REIMBURSEMENT OF TELECOMMUNICATIONS PIPELINE  
INSTALLATION**

THIS AGREEMENT FOR REIMBURSEMENT OF TELECOMMUNICATIONS PIPELINE INSTALLATION (this "Agreement") dated \_\_\_\_\_, 2024 (the "Effective Date") is made by and between **RIPPLE FIBER, INC.**, a South Carolina corporation ("Ripple") and **THE CITY OF SHELBY**, a North Carolina municipal corporation ("Shelby"). "Ripple" and "Shelby," collectively are referred to hereinafter as the "Parties."

**RECITALS:**

WHEREAS, pursuant to certain encroachment agreements entered into by and between Ripple and Shelby (collectively, the "Encroachment Agreements"), Ripple intends to install certain telecommunications infrastructure (the "Ripple Infrastructure") within certain roadway rights-of-way located within the City of Shelby;

WHEREAS, Shelby desires for Ripple to install an additional 2" pipeline alongside the Ripple Infrastructure to be owned and used by Shelby for purposes of certain life safety and other public needs (the "Shelby Pipeline");

WHEREAS, Ripple is amenable to installing the Shelby Pipeline subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals listed above are true and correct and are expressly incorporated into this Agreement.

2. **SHELBY PIPELINE.** The Shelby Pipeline shall consist of approximately 36,522<sup>1</sup> linear feet of 2" high-density polyethylene (HDPE) to be installed within the same rights-of-way as and alongside the Ripple Infrastructure. Shelby reserves the right to inspect, select or otherwise approve of the quality of any materials to be used by Ripple for the Shelby Pipeline; provided, however, no such right shall delay Ripple in its installation of the Ripple Infrastructure or the adjacent Shelby Pipeline. Further, where Ripple requests in writing (which email shall be sufficient) for approval from Shelby with respect to certain materials to be used for the Shelby Pipeline and Shelby fails to approve or disapprove such materials in writing within five (5) business days of such request, such materials shall be deemed approved. Subject to Section 3, following installation of the Shelby Pipeline and reimbursement by Shelby of all Costs (as defined below) pursuant Section 4 below, Shelby shall be the sole owner of the Shelby Pipeline and shall have all rights with respect thereto. Upon completion of the Shelby Pipeline, or portions thereof, and notice by Ripple to Shelby with respect thereto pursuant to Section 14 of this Agreement, Shelby will assume all liability and responsibility for the maintenance, repair and replacement of the Shelby Pipeline, or such completed portions thereof, which such obligation shall exist independent of Shelby's obligation to pay all Costs or applicable portion thereof.

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<sup>1</sup> NTD: To be completed prior to execution.

3. **USE OF THE SHELBY PIPELINE.** Notwithstanding anything to the contrary herein, use of the Shelby Pipeline shall be restricted and limited to government entities within Cleveland County, to include, but not limited to, Cleveland County, Cleveland County Schools, and municipal governments duly authorized and recognized by the State of North Carolina at the sole discretion of the City of Shelby. No third-party private entity shall have access to or use of the Shelby pipeline without prior written consent of Ripple. Shelby acknowledges that the foregoing restrictions are a material inducement to Ripple's willingness to install the Shelby Pipeline pursuant to this Agreement.

4. **REIMBURSEMENT.** Shelby shall reimburse Ripple for any and all out-of-pocket cost incurred by Ripple to design, construct and install the Shelby Pipeline (collectively, the "Costs"); provided, however, to the extent the Costs, in the aggregate, shall exceed the aggregated budgeted amount set forth on Exhibit A attached hereto, such excess shall be subject to Shelby's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. Where Ripple requests in writing (which email shall be sufficient) for approval from Shelby with respect to any additional, non-budgeted Costs pursuant to this Section 4 and Shelby fails to approve or disapprove such additional Costs in writing within five (5) business days of such request, such additional Costs shall be deemed approved and subject to reimbursement pursuant to this Section 4. All Costs, or portions thereof, shall be payable within thirty (30) days following delivery of an invoice from Ripple with respect thereto, which such invoices shall be submitted by Ripple to Shelby not more than once every thirty (30) days. If Shelby shall fail to pay when due any amounts payable pursuant to this Agreement, in addition to any other rights and remedies available to Ripple at law, Ripple shall have the right to immediately cease installation of the Shelby Pipeline.

5. **RIPPLE INSURANCE.** Ripple shall purchase and maintain adequate insurance during the life of this Agreement with a company authorized to do business in the State of North Carolina. Shelby shall be named as an additional insured under the commercial general liability insurance for operations and services rendered and auto liability insurance under this Agreement. If any part of the work under this Agreement is sublet, Ripple shall require the subcontractor(s) to carry insurance as required above. Each policy described herein shall provide that Shelby shall receive not less than thirty (30) days prior written notice of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Ripple shall procure substitute insurance so as to assure the Shelby that the minimum limits of coverage are maintained continuously throughout the periods of installation.

6. **INDEMNIFICATION.** Except to the extent arising out of Shelby's negligence or willful misconduct, Ripple shall indemnify and hold harmless Shelby and its agents from and against any and all claims of damage of any kind including, but not limited to, damage or injury to the person or property of anyone or any entity arising from any act, omission or performance of or non-performance by Ripple or its contractor(s) of its obligations under this Agreement including, but not limited to, the defense or pursuit of any claim or any action or proceeding with respect thereto, and in case any action or proceeding is brought against Shelby by reason of any such matter, then in such event, Ripple or its contractor(s), upon notice from Shelby in accordance with Section 14 of this Agreement, shall defend Shelby at Ripple's expense. Shelby need not have first paid any such claim in order to be so indemnified. This indemnification shall expressly survive

expiration or termination of this Agreement.

7. **RECORDING.** Any party may cause this Agreement or a memorandum thereof to be recorded in the Register of Deeds Office for Cleveland County.

8. **ELECTRONIC VERSION OF CONTRACT.** Shelby may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Natural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of this Agreement shall be deemed for all purposes to be an original signed contract.

9. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement shall be deemed or construed to in any way stop, limit, or impair Shelby from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions, or shall limit Shelby's discretion in the exercise of such powers and functions.

10. **APPLICABLE LAW.** This Agreement shall be construed by and under the laws of the State of North Carolina and venue for any action related to this Agreement shall be Cleveland County Superior Court or the United States District Court for the Western District of North Carolina, Asheville Division.

11. **PARTIAL INVALIDITY.** In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

12. **CONSTRUCTION OF AGREEMENT.** The Parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of the Parties and their respective counsel. Accordingly, the Parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

14. **PARTIES.** The rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, and assigns. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

15. **NOTICES.** All notices, demands and requests given or made in connection with this Agreement shall be made in a writing signed by the party serving the same, and hand delivered, or sent by nationally recognized overnight delivery services (receipt requested), and shall be addressed to:

Ripple:

Ripple Fiber, LLC  
6000 Fairview Rd Suite 620  
Charlotte, NC 28210  
Attn: Steven Helton  
Email: steven.helton@ripplefiber.com

With a copy to:

Parker Poe Adams & Bernstein LLP  
620 S. Tryon Street, Suite 800  
Charlotte, NC 28202  
Attn: Natalie R. Gordon, Esq.  
Email : nataliegordon@parkerpoe.com

Shelby :

**City of Shelby**  
Rick Howell  
P.O. Box 207  
Shelby, NC 28151  
Email: \_\_\_\_\_

16. **ATTORNEY'S FEES.** In the event litigation is required by any party to enforce the terms of this Agreement, the prevailing party(ies) of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both the trial and appellate levels.

17. **WAIVER OF BREACH.** The failure of any party hereto to enforce any of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any party to this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18. **BUSINESS DAYS.** If any deadline or date for performance of an obligation hereunder shall fall on a Saturday, Sunday, or federal, state or local holiday observed in Cleveland County, North Carolina, said deadline or date for performance shall be extended to the next date which is not a Saturday, Sunday, or observed holiday.

19. **ENTIRE AGREEMENT.** This Agreement, including Exhibits attached hereto, contains the entire Agreement between Parties and all other representations, negotiations and agreements, written and oral, including any term sheets which pre-date the Effective Date hereof, with respect to the Sewer Upgrade, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all Parties hereto.



[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth below each signatory's execution.

**RIPPLE:**

**RIPPLE FIBER, INC.,**  
a North Carolina corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ (“**Signatory**”),  
personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_  
of \_\_\_\_\_, a  
\_\_\_\_\_, and that he/she, as \_\_\_\_\_, in such capacity and  
being authorized to do so, executed the foregoing instrument on behalf of the  
\_\_\_\_\_.

I certify that the Signatory personally appeared before me this day, and  
*(check one of the following)*  
\_\_\_\_\_(I have personal knowledge of the identity of the Signatory); or  
\_\_\_\_\_(I have seen satisfactory evidence of the Signatory’s identity, by a current state or  
federal identification with the Signatory’s photograph in the form of:  
*(check one of the following)*  
\_\_\_ a driver's license or  
\_\_\_ in the form of \_\_\_\_\_); or  
\_\_\_\_\_(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document  
for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

**SHELBY:**

**THE CITY OF SHELBY**, a North Carolina  
municipal corporation

By: Rick Howell,

Name: \_\_\_\_\_

Title: City Manager

STATE OF North Carolina  
COUNTY OF Cleveland

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_  
County, State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ (“**Signatory**”),  
personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_  
of \_\_\_\_\_, a  
\_\_\_\_\_, and that he/she, as \_\_\_\_\_, in such capacity and  
being authorized to do so, executed the foregoing instrument on behalf of the  
\_\_\_\_\_.

I certify that the Signatory personally appeared before me this day, and  
*(check one of the following)*  
\_\_\_\_\_(I have personal knowledge of the identity of the Signatory); or  
\_\_\_\_\_(I have seen satisfactory evidence of the Signatory’s identity, by a current state or  
federal identification with the Signatory’s photograph in the form of:  
*(check one of the following)*  
\_\_\_ a driver's license or  
\_\_\_ in the form of \_\_\_\_\_); or  
\_\_\_\_\_(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing document  
for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARIAL STAMP-SEAL]

Exhibit A

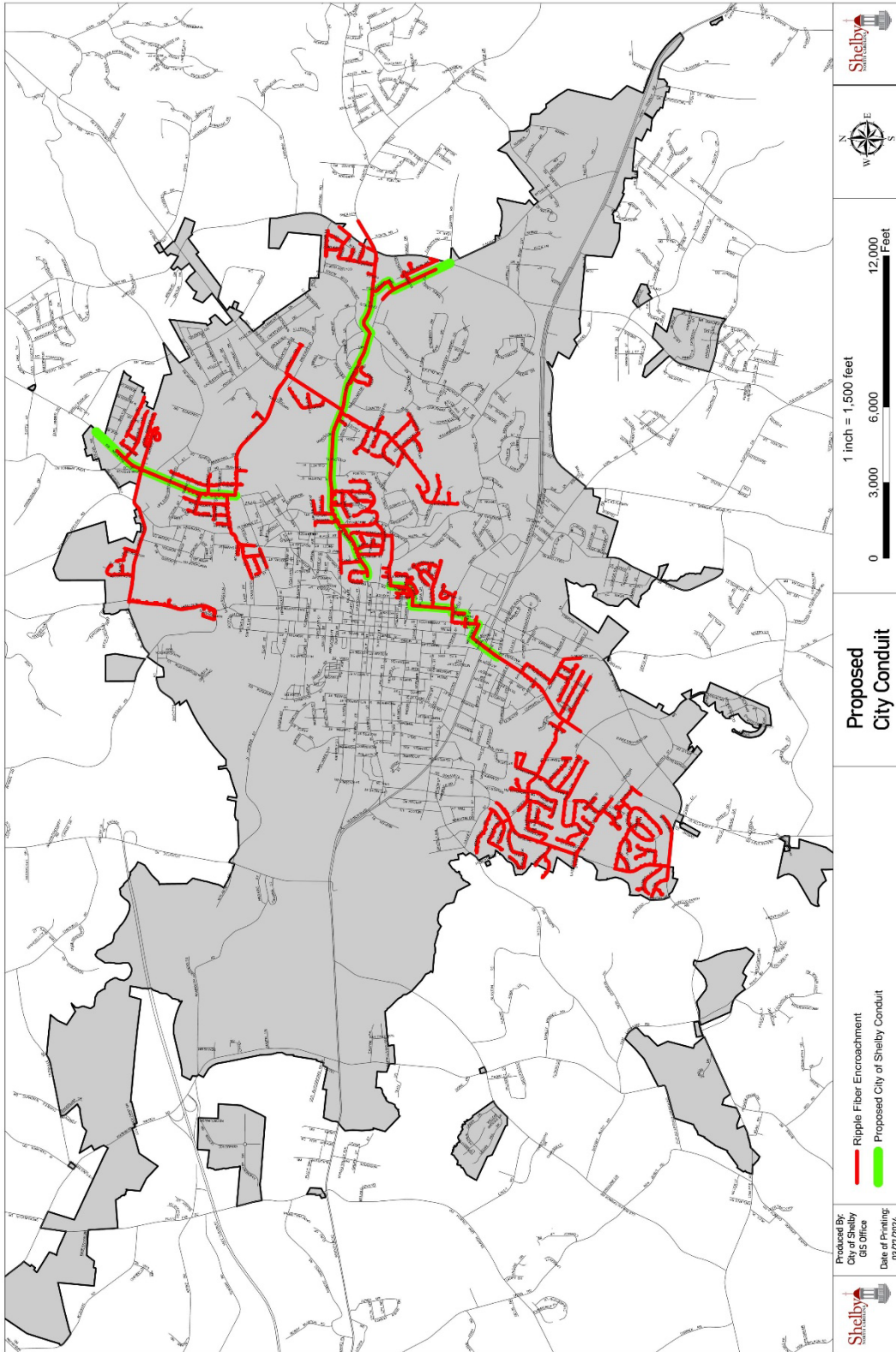
Budget<sup>2</sup>

<b>2" Conduit Pricing</b>				
<b>Item</b>	<b>PPU</b>	<b>QTY</b>	<b>Total</b>	<b>Notes</b>
Place 2" - Ripple Path	\$ 5.00	20,608	\$ 103,040.00	Final Footage TBD
Place 2" - New Path	\$ 12.50	15914	\$ 198,925.00	Final Footage TBD
2" Conduit	\$ 0.75	36,522	\$27,391.50	
Vault	\$ 944.11	60	\$ 56,646.60	As Requested/Required
2" Coupler	\$ 10.07	85	\$855.95	
			\$386,859.05	

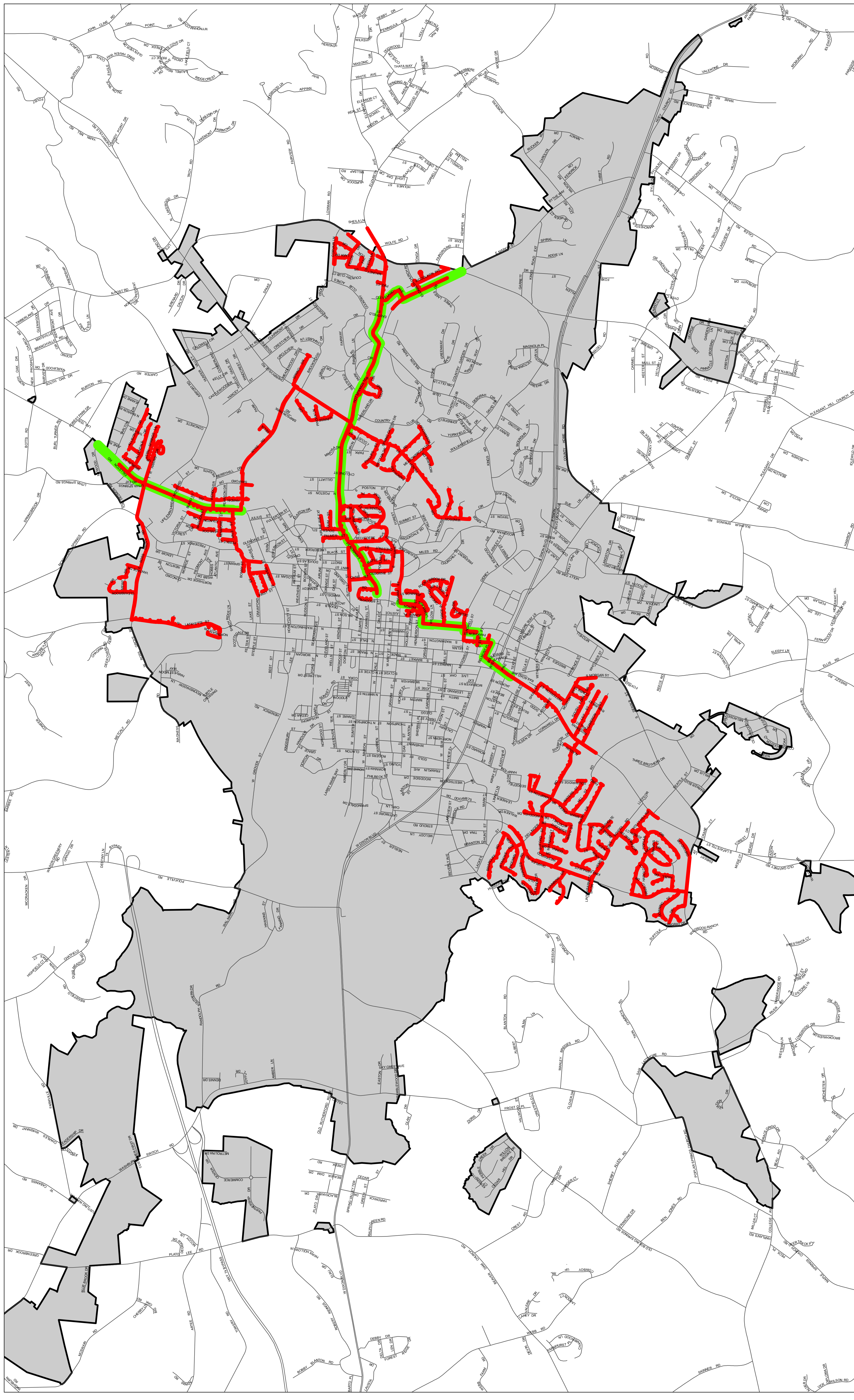
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<sup>2</sup> NTD: Subject to change prior to execution.

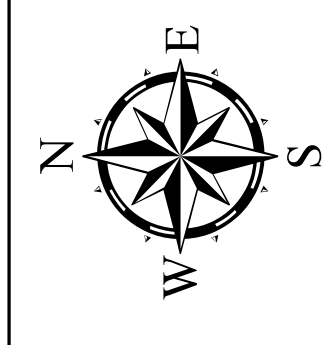
Exhibit B



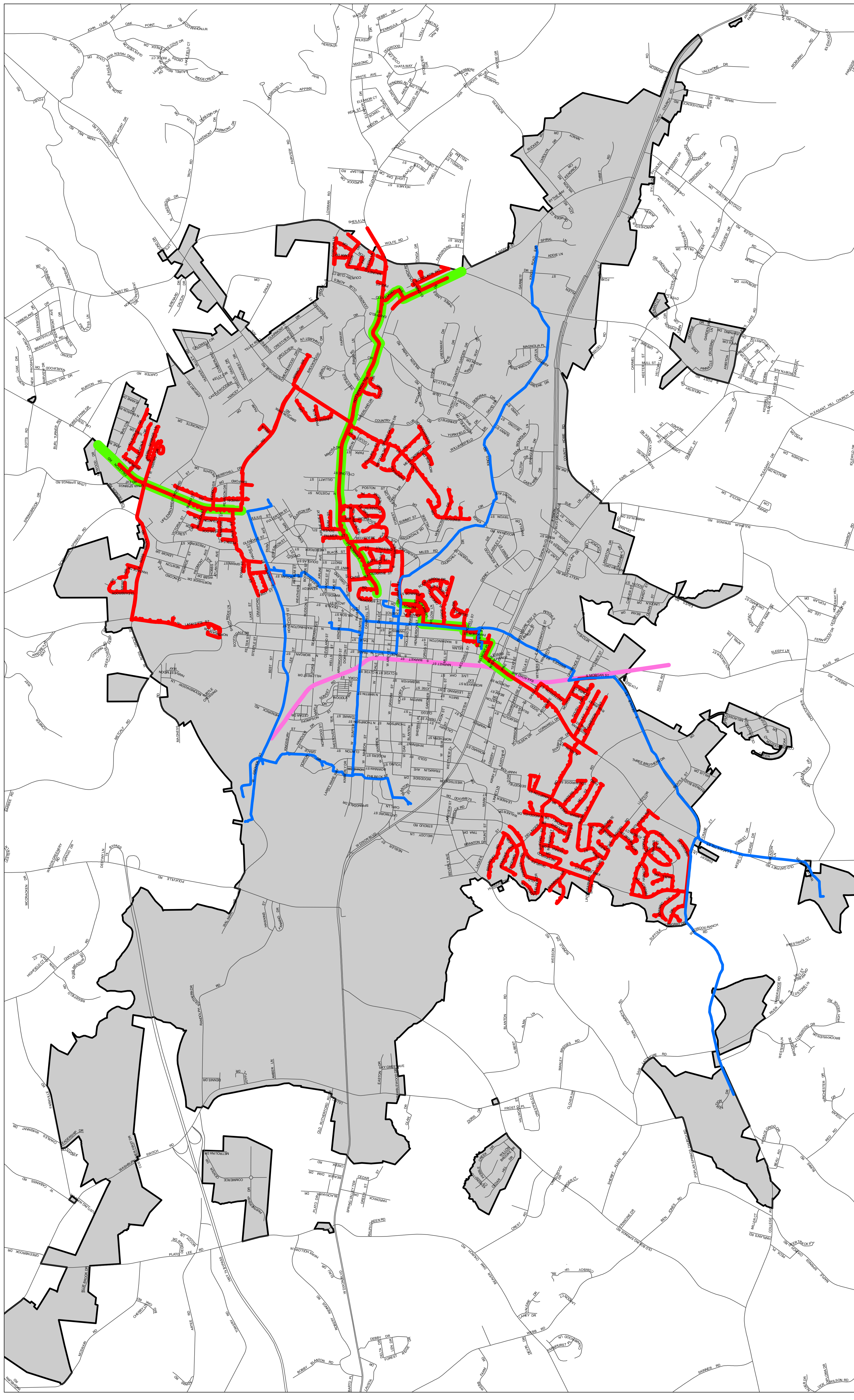




## Proposed City Conduit

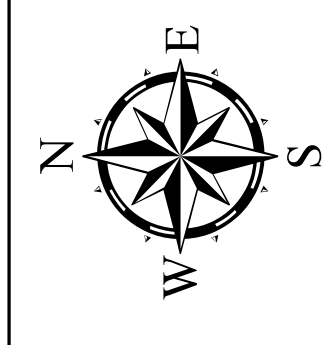
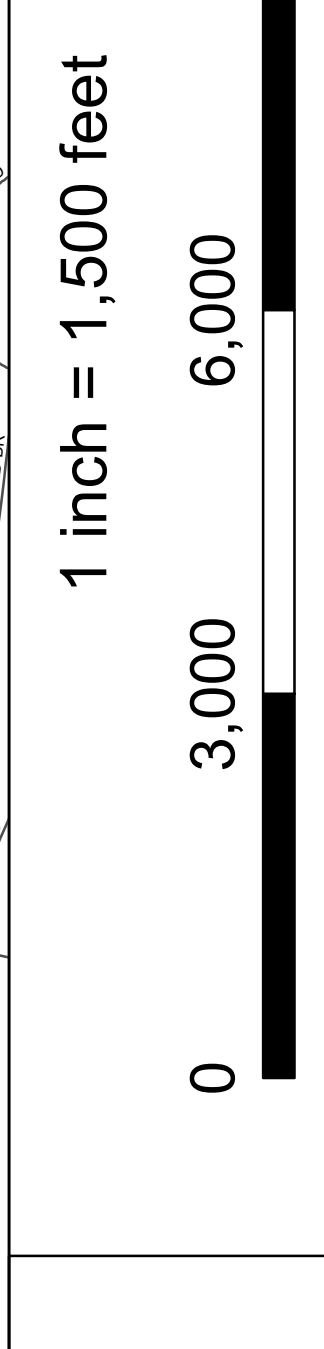






- █ Proposed Fiber
- █ Existing Overhead Fiber
- █ Proposed City 2" Conduit
- █ Proposed City 2" Conduit
- █ Carolina Harmony Trail Conduit

## Proposed City Conduit





CITY OF SHELBY  
 ORDINANCE NO. 30-2024  
 AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGETS FOR  
 THE CITY OF SHELBY'S TELECOMMUNICATIONS PIPELINE INSTALLATION PROJECT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act, the City of Shelby finds it advisable and necessary to establish a capital project ordinance and budgets for the City of Shelby's Telecommunications Pipeline Installation Project: and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA: The City of Shelby has identified a need to extend and enhance fiber connectivity through the City, following the concept of the fiber master plan to expand to utilities while providing a more supported and looped fiber network. Accordingly, the following budget modifications are approved in accordance with the chart of accounts heretofore established for the City of Shelby.

Section 1. Appropriating Fund Balance:

GF Fund Balance Appropriated	11001000-39900	\$ 85,120
Transfer to General Fund Capital Projects	110495-49111	\$ 85,120
Water Fund Balance Appropriated	61006000-39900	\$ 85,120
Transfer to General Fund Capital Projects	610711-49111	\$ 85,120
Sewer Fund Balance Appropriated	62006000-39900	\$ 85,120
Transfer to General Fund Capital Projects	620721-49111	\$ 85,120
Electric Fund Balance Appropriated	63006000-39900	\$ 85,120
Transfer to General Fund Capital Projects	630731-49111	\$ 85,120
Natural Gas Fund Balance Appropriated	64006000-39900	\$ 85,120
Transfer to General Fund Capital Projects	640741-49111	\$ 85,120

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

Revenues:		
Transferred from General Fund	11101000-39110-FIBER	\$ 85,120
Transferred from Water Fund	11101000-39610-FIBER	\$ 85,120
Transferred from Sewer Fund	11101000-39620-FIBER	\$ 85,120
Transferred from Electric Fund	11101000-39630-FIBER	\$ 85,120
Transferred from Natural Gas Fund	11101000-39640-FIBER	\$ 85,120
Appropriation:		
Construction	111412-53000-FIBER	\$425,600

Section 3. The provisions of this capital project ordinance shall be entered in the minutes of the Shelby City Council and copies filed with the City Manager as Budget Officer, the Finance

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April 1, 2024  
Page 2

Director, and the City Clerk for their direction and guidance in receiving revenues and expending the monies due thereunder.

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

Adopted and Approved this the 1st day of April, 2024.

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O. Stanhope Anthony, III  
Mayor

ATTEST:

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Carol Williams  
City Clerk

APPROVED AS TO FORM:

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Jason Lunsford  
City Attorney

**RESOLUTION NO. 25 – 2024**

**A RESOLUTION TO APPROVE THE CONTRACT FOR THE AGREEMENT FOR REIMBURSEMENT OF TELECOMMUNICATIONS PIPELINE INSTALLATION**

**WHEREAS**, the City of Shelby maintains a private telecommunication system and has a master fiber plan that incorporate the connection of multiple City facilities; and,

**WHEREAS**, Ripple Fiber, private utility provider, is installing fiber optic cable located along multiple City and NCDOT Right of ways; and,

**WHEREAS**, the City of Shelby has developed an agreement between the Ripple Fiber and the City of Shelby for the reimbursement of telecommunication pipeline that Ripple Fiber will install for the City of Shelby; and,

**WHEREAS**, as part of the agreement, Ripple Fiber will install telecommunication pipelines based quantity and unit price provided in the agreement; and,

**WHEREAS**, the agreement between Ripple Fiber and the City of Shelby amount to \$386,859.05.

**WHEREAS**, City Staff recommends approval of the Agreement for the Reimbursement of Telecommunication Pipeline installation Project that would result in the installation of the telecommunication conduit that follow the ideals of the City of Shelby Master Plan.

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

Section 1. The City Council of the City of Shelby hereby approves the resolution for Acceptance of the Agreement for the Reimbursement of Telecommunication Pipeline installation Project.

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

Section 3. The City Manager of the City of Shelby or his designee is hereby authorized and directed to execute the applicable agreement and any change orders as specified in Section 1 of this resolution.

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

Adopted and Approved this the 1st day of April, 2024.

Resolution No. 25-2024  
April 1, 2024  
Page 2

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O. Stanhope Anthony III  
Mayor

ATTEST:

---

Carol Williams  
City Clerk

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-8

8) Approval of a Special Event Application:

- a) Shelby Sprint 5K, requested date: May 11, 2024

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

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Summary of Available Information:

- Memorandum of dated March 26, 2024 from Carol Williams, City Clerk to Rick Howell, City Manager
- Special Event application – Shelby Sprint 5K

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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:** May 21, 2024

**Re:** Special Event Permit Application

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## BACKGROUND:

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

- ✓ Shelby Sprint 5K: requested date: May 11, 2024

## REVIEW:

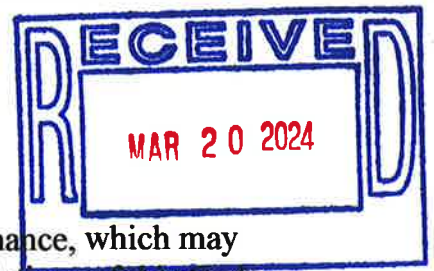
All responding City departments have received, reviewed, and approved the referenced application.

## RECOMMENDATION:

Please place the attached Special Event Permit Application on the Consent Agenda of April 1, 2024 for Council's review and approval.

## ATTACHMENT:

- A. Special Event Permit Application packet received March 20, 2024



b. This section shall have no application to any ordinance, which may allow criminal sanctions for its violation. All violations of this Code, which are criminal in nature, shall be subject to the maximum penalty authorized by G.S. 14-4, as amended.

**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 Sprint 5K

2. **PURPOSE AND BRIEF DESCRIPTION OF EVENT:**  
To raise money for YMCA We Build People

3. **LOCATION OF EVENT (ATTACH MAP):** Dover Foundation YMCA

4. **PLEASE INDICATE:**  
Approximately how many people will attend the event: 250  
Approximately how many vehicles will be present: 50  
Approximately how many animals will be present: 15

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

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

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

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

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

Name: Abby Bailing  
Address: 411 Cherryville Highway, Shelby nc 28150  
Phones: 704.484.9622  
(Daytime) (Evening)  
abailing@Clevelcoymca.org  
(e-mail address)

Name: Lori Paterno  
Address: 411 Cherryville Rd. Shelby, nc 28150  
Phones: 704.650.7103  
(Daytime) (Evening)  
LPaterno@carolina-rr.com  
(e-mail address)

6. PLEASE LIST THE FOLLOWING:

Requested day(s) and date(s) 5-11-24  
Alternate day(s) and date(s) —  
Requested hours of operation, from 8 AM/PM to 10 AM/PM

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

8. 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.



**9. 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: Atrium Health  
Address: 411 Cherryville Highway, Shelby, NC 28150  
Phones: 980.487-1800

Indicate medical services that will be provided for the event.

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

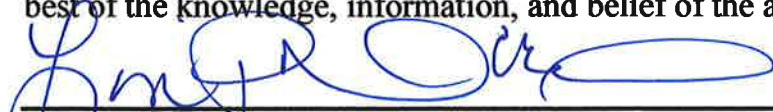
**10. CITY SERVICES/EQUIPMENT REQUESTED FOR THIS EVENT:** N/A

**11. ANY ADDITIONAL COMMENTS:**

We will hire 2 police officers to manage 150 @ Wyke Rd.

**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.

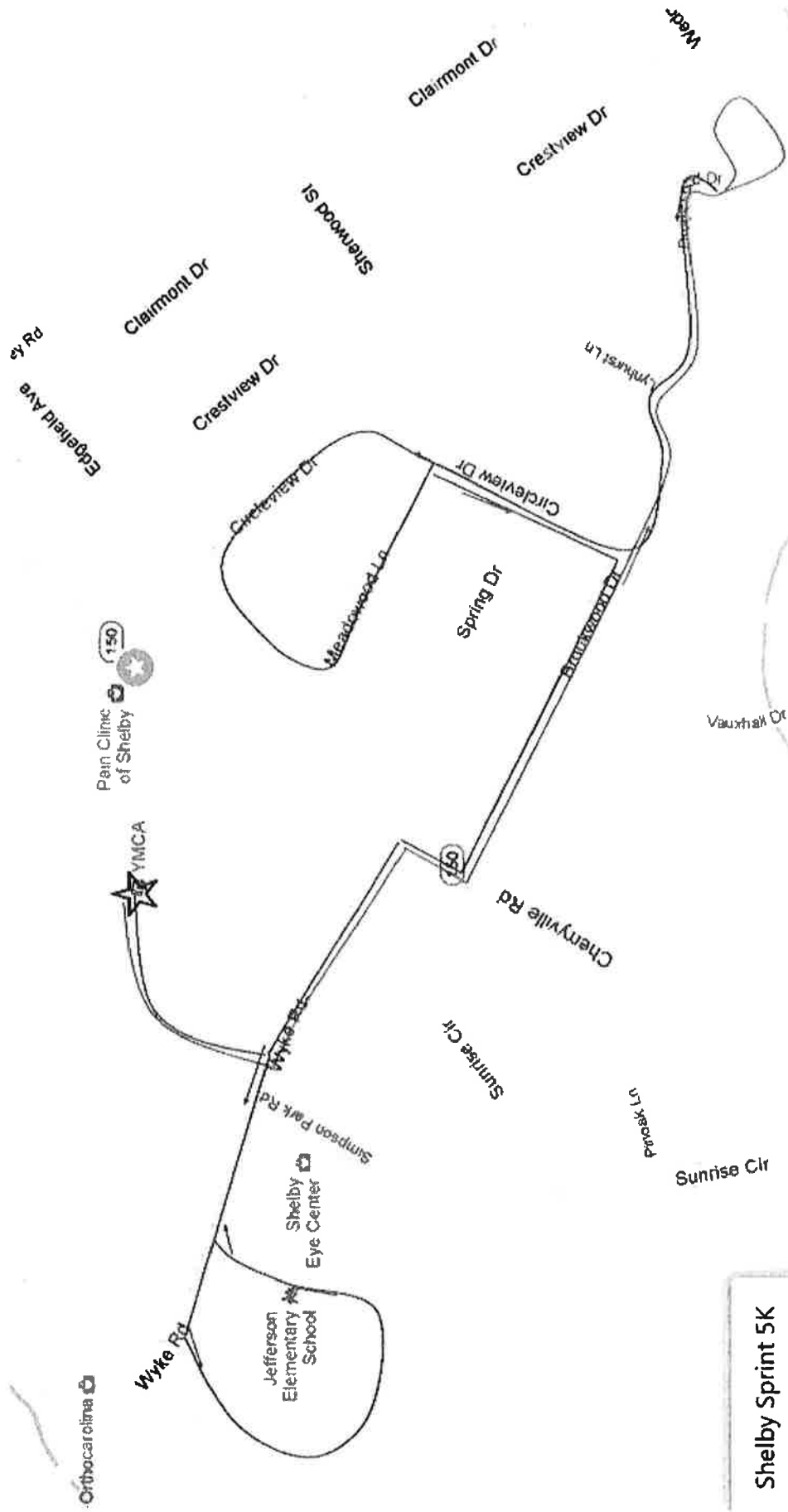
  
\_\_\_\_\_  
(SIGNATURE)

Lori Paterna  
\_\_\_\_\_  
(APPLICANT)

704-650-7103  
\_\_\_\_\_  
(PHONE)

411 Cherryville Rd. Shelby, NC 28150  
\_\_\_\_\_  
(ADDRESS)

3/18/24  
\_\_\_\_\_  
(DATE)



**Shelby Sprint 5K**

- 1) Leaving from the gym side of the Dover YMCA parking lot 7) Right onto Circleview Dr.
- 2) Left onto Wyke Road
- 3) Cross over Cherryville Highway (HWY. 150)
- 4) Left on Brookwood Dr. (looping at the bottom of Brookwood)
- 5) Right onto Circleview Dr. (this loops around)
- 6) Left onto Meadowood Ln.
- 7) Right onto Circleview Dr.
- 8) Right onto Brookwood Dr.
- 9) Cross over Cherryville Highway (HWY. 150) at Wyke Road
- 10) Travel along Wyke Road
- 11) Left behind Jefferson Elementary (loops behind school)
- 12) Right onto Wyke Rd.
- 13) Left into the 1<sup>st</sup> entrance of the Dover Y off of Wyke Rd.

City of Shelby  
Agenda Item Summary  
April 1, 2024  
Don Gibson Theatre

Agenda Item: D-9

9) Management Reports:

- a) Monthly Financial Summary, dated February 2024

**Consent Agenda Item: (Beth Beam, Director of Finance)**

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Summary of Available Information:

- Monthly Financial Summary – February 2024

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City Manager's Recommendation / Comments

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

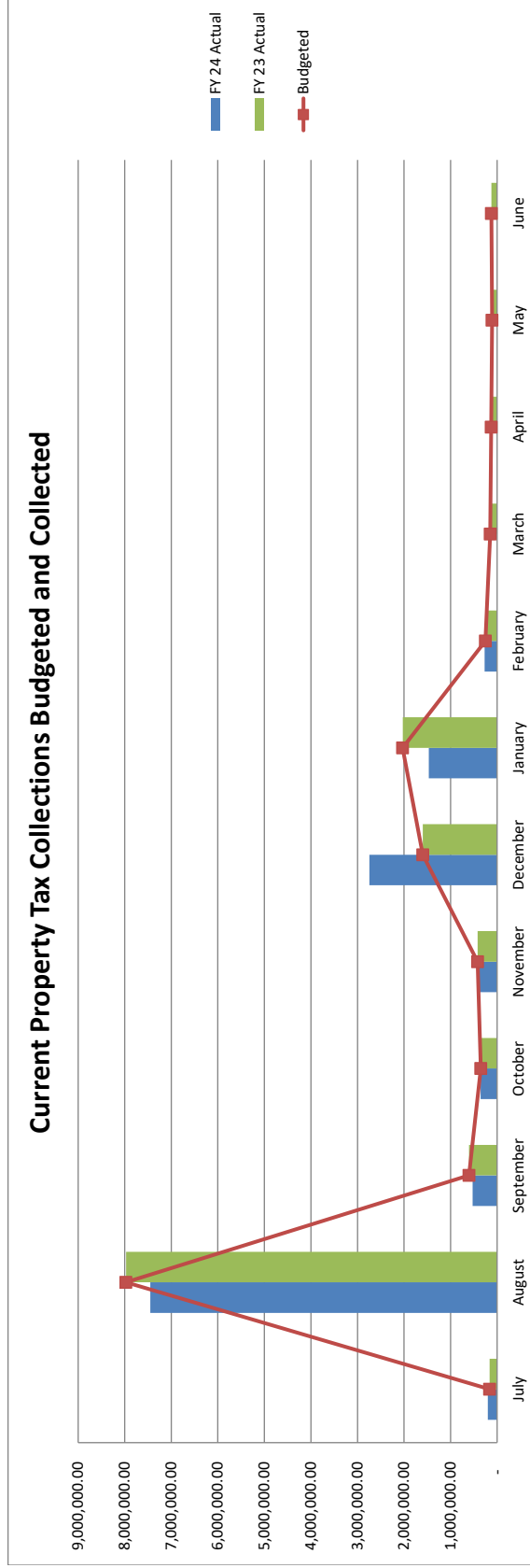
**Shelby**  
NORTH CAROLINA



**Monthly Financial Summary  
February 2024**

City of Shelby  
 Current Property Tax Collections  
 FY 2024

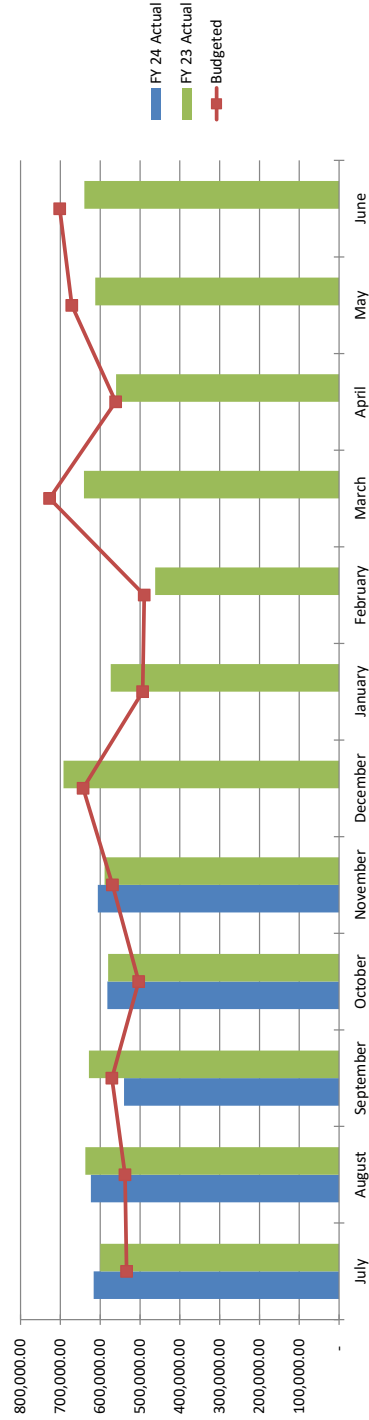
	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	159,933.38	7,975,543.92	606,204.49	351,647.91	420,081.33	1,596,722.79	2,030,450.43	252,495.36	149,439.68	127,820.47	108,378.28	121,281.94	13,900,000.00
FY 2023	159,791.35	7,968,461.04	605,666.14	351,335.62	419,708.27	1,595,304.78	2,028,647.24	252,271.13	149,306.97	127,706.96	108,282.03	121,174.23	13,887,655.76
FY 2024	201,701.74	7,448,265.31	527,189.17	354,217.44	437,421.69	2,743,027.02	1,466,171.36	268,739.73	149,306.97	127,706.96	108,282.03	121,174.23	13,446,733.46
% of Budget	1.45%	53.58%	3.79%	2.55%	3.15%	19.73%	10.55%	1.93%	0.00%	0.00%	0.00%	0.00%	96.74%
Variance	41,768.36	(527,278.61)	(79,015.32)	2,569.53	17,340.36	1,146,304.23	(564,279.07)	16,244.37	(149,439.68)	(127,820.47)	(108,378.28)	(121,281.94)	(453,266.54)



City of Shelby  
Sales Tax Collections  
FY 2024

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	533,422.75	537,608.51	570,286.63	503,355.20	568,990.67	642,691.03	493,303.21	489,313.30	727,152.85	561,084.49	671,026.81	701,764.55	7,000,000.00
FY 2023	599,746.02	637,258.67	628,199.97	579,827.53	588,994.10	691,881.93	573,374.28	461,766.04	640,874.83	560,282.24	612,400.86	639,711.05	7,214,317.52
FY 2024	616,516.51	623,223.01	540,272.34	581,949.88	606,142.68								2,968,104.42
% of Budget	8.81%	8.90%	7.72%	8.31%	8.66%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	42.40%
Variance	83,093.76	85,614.50	(30,014.29)	78,594.68	37,152.01	(642,691.03)	(493,303.21)	(489,313.30)	(727,152.85)	(561,084.49)	(671,026.81)	(701,764.55)	(4,031,895.58)

Sales Tax Collections Budgeted and Collected

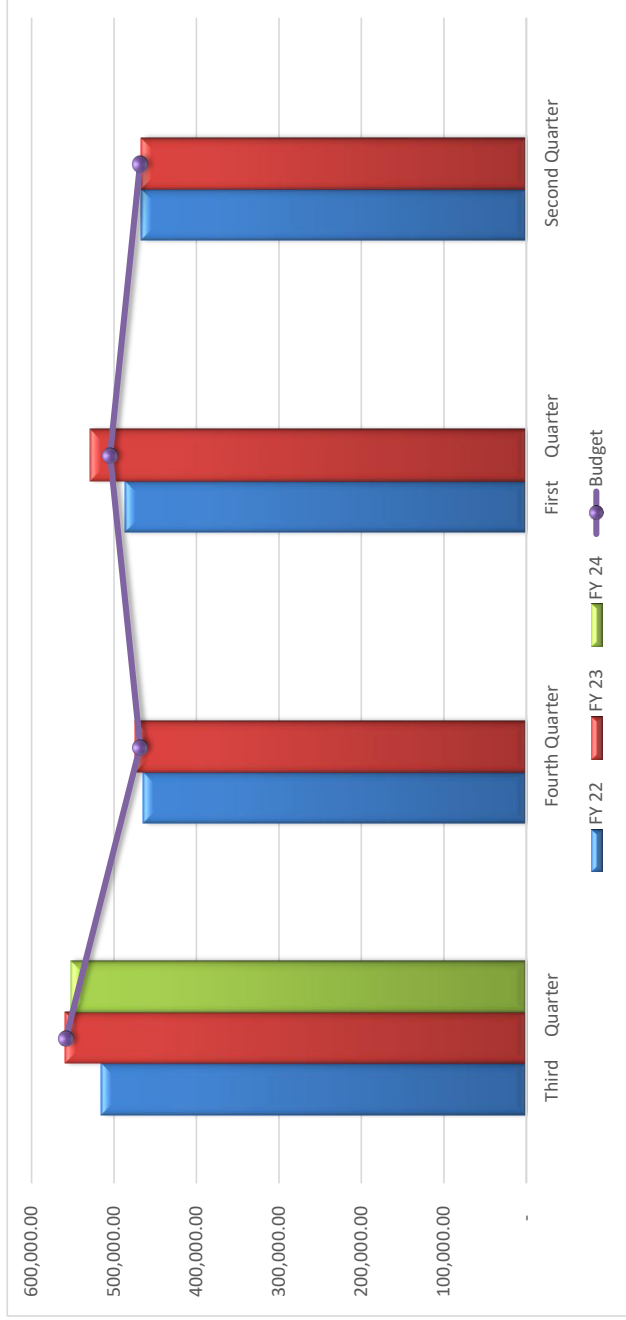


**Notes:**  
Sales Tax Expansion to include Service Contracts: NCGS §105-164.4(a)(11), effective January 2014, has expanded the NC Sales and Use Tax to include "the sales price of a service contract".  
A link to the NCDOR directive on this change is embedded here: <http://www.dor.state.nc.us/practitioner/sales/directives/SD-13-5.pdf>

**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](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

Collection Period:	Third Quarter (July-Sept.)		Fourth Quarter (Oct.-Dec.)		First Quarter (Jan.-Mar.)		Second Quarter (Apr.-June)		Totals
	Received in:	December	March	June	September	Totals			
FY 22	515,722.31	464,401.65	486,627.19	466,918.19	1,933,669.34				
FY 23	559,313.87	474,142.33	529,125.92	466,640.75	2,029,222.87				
FY 24	551,849.28								
Budget	558,185.58	468,321.94	504,905.73	468,586.74	2,000,000.00				
% of Budget	27.59%	0.00%	0.00%	0.00%	27.59%				



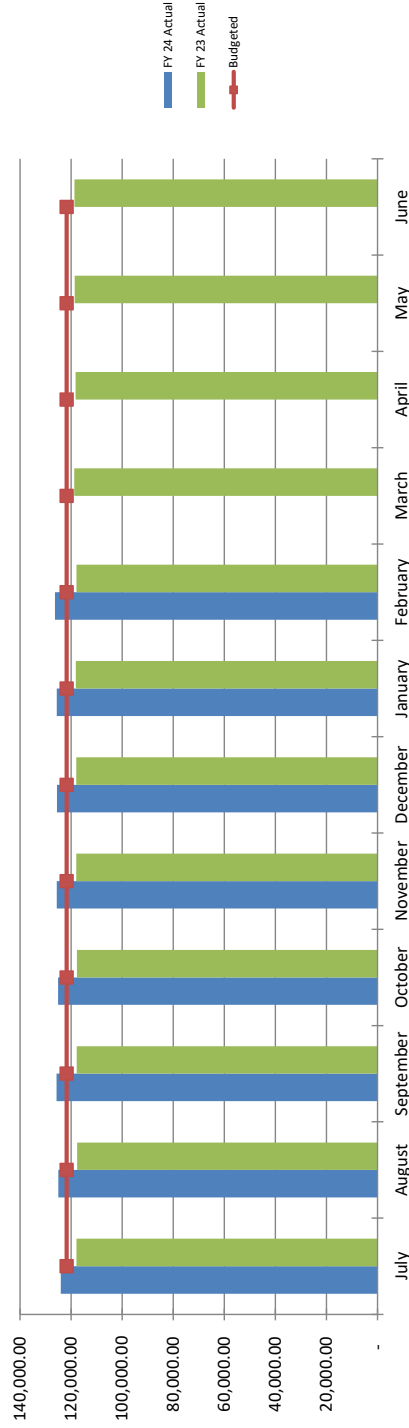
Notes:  
 Effective July 2014, utility franchise tax was eliminated on sales of electricity and piped natural gas. A "hold harmless" provision will keep local distribution levels at the amounts received during the 2013-14 Fiscal Year.



City of Shelby  
Solid Waste Fees  
FY 2024

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	121,750.00	1,461,000.00
FY 2023	117,913.85	117,612.75	117,828.07	117,733.50	118,009.65	117,968.28	118,156.30	117,897.94	118,773.55	118,224.04	118,590.37	118,670.51	1,417,378.81
FY 2024	124,060.37	124,970.54	125,700.19	125,132.33	125,651.51	125,574.18	125,577.70	126,316.56					1,002,983.38
% of Budget	8.49%	8.55%	8.60%	8.56%	8.60%	8.60%	8.60%	8.60%	0.00%	0.00%	0.00%	0.00%	68.65%
Variance	2,310.37	3,220.54	3,950.19	3,382.33	3,901.51	3,824.18	3,827.70	4,566.56	(121,750.00)	(121,750.00)	(121,750.00)	(121,750.00)	(458,016.62)
Res. Accts:	7,782	7,846	7,880	7,849	7,878	7,878	7,886	7,926					
Comm. Accts:	680	680	686	682	688	687	682	688					

### Solid Waste Fees Budgeted and Collected



**DEBT SERVICE - GENERAL FUND**

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
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General Obligation BondsStreet & Sidewalk GO Bond (\$6mm) - 2.70%

Principal	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00
2.70% Interest	151,200.00	140,400.00	129,600.00	118,800.00	108,000.00	97,200.00	86,400.00
Debt Retired In 2037	551,200.00	540,400.00	529,600.00	518,800.00	508,000.00	497,200.00	486,400.00

Installment Purchase ContractsHanna Park Recreation Complex - 2.83%

2.83% Debt Retired In 2032	644,079.33	629,552.00	615,024.66	600,497.33	585,970.00	571,442.66	556,915.33
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Electric Loan to GF - Firetruck - 4.75%

4.75% Debt Retired in 15 years		257,871.10	250,718.48	243,565.85	236,413.22	229,260.59	
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Shell #4 - Interlocal - 2.39%

Principal	427,000.00	427,000.00	427,000.00	427,000.00	427,000.00	426,500.00	426,500.00
2.39% Interest	91,799.90	81,594.60	71,389.30	61,184.00	50,978.70	40,773.40	30,580.05
Debt Retired in 2032	518,799.90	508,594.60	498,389.30	488,184.00	477,978.70	467,273.40	457,080.05

## FY 19 Installment Purchase

## Debt Retired In 2024

104,354.77

## FY 20 Installment Purchase

## Debt Retired In 2025

189,692.00

## FY 21 Installment Purchase

## Debt Retired In 2026

128,617.50

## FY 22 Installment Purchase

## Debt Retired In 2027

313,080.27

93

## FY 23 Installment Purchase - Radios

## Debt Retired in 2028

158,235.00

274,873.35

274,873.35

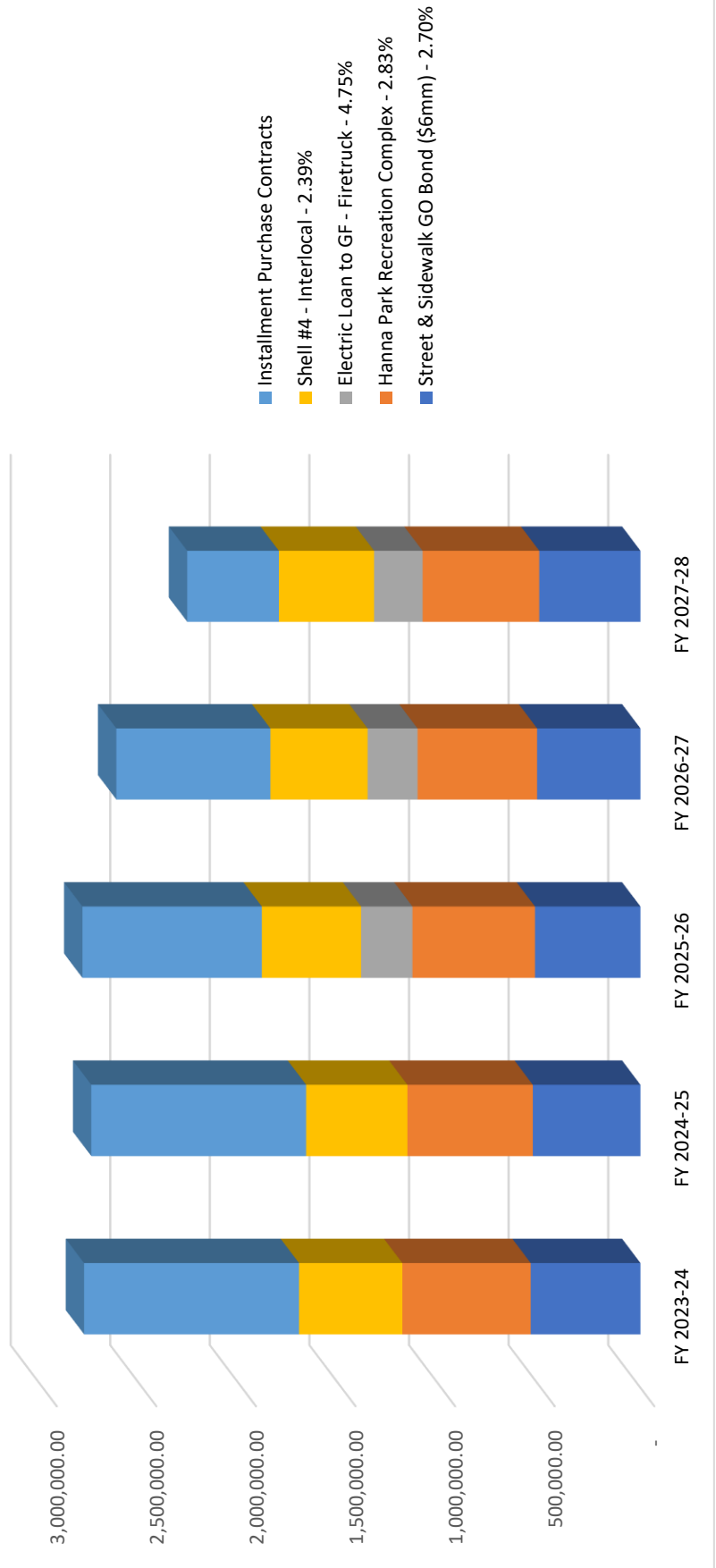
274,873.35

274,873.35

274,873.35

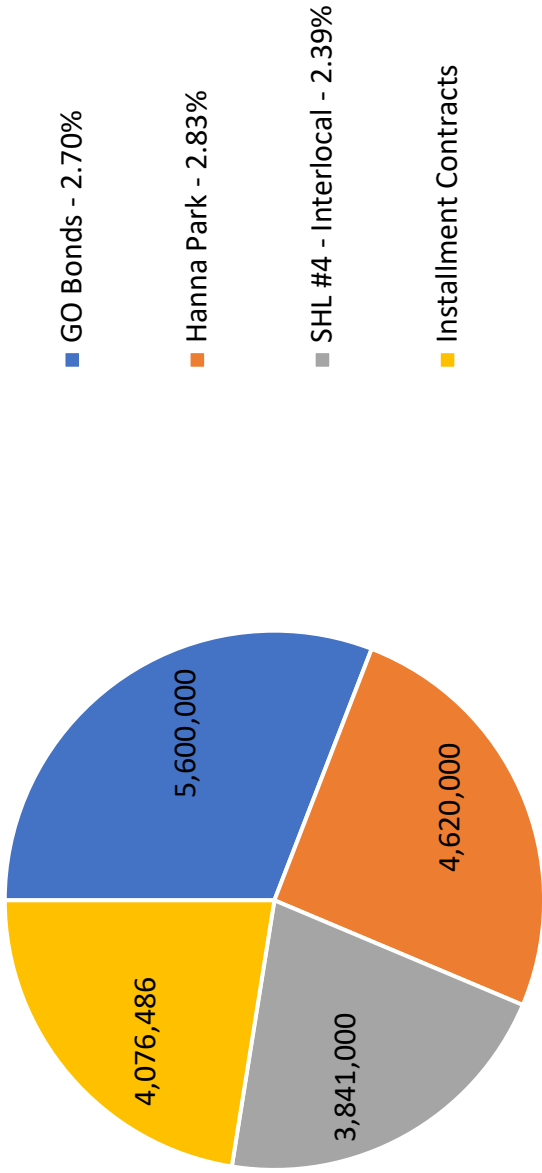
<b>FY 23 Installment Purchase</b>	185,002.10	185,002.10	185,002.10	185,002.10	185,002.10	185,002.08
<b>Debt Retired in 2028</b>	1,078,981.63	1,078,447.04	900,694.08	772,955.71	459,875.43	
<b>Total Debt Service - General Fund</b>	<b>2,793,060.86</b>	<b>2,756,993.64</b>	<b>2,801,579.14</b>	<b>2,631,155.52</b>	<b>2,275,389.97</b>	<b>1,729,655.97</b>

### General Fund Debt Service - next 5 years



\* The County debt for Shell #4 will be deleted once the building is sold.

### 6/30/2023 Outstanding Debt Principal - General



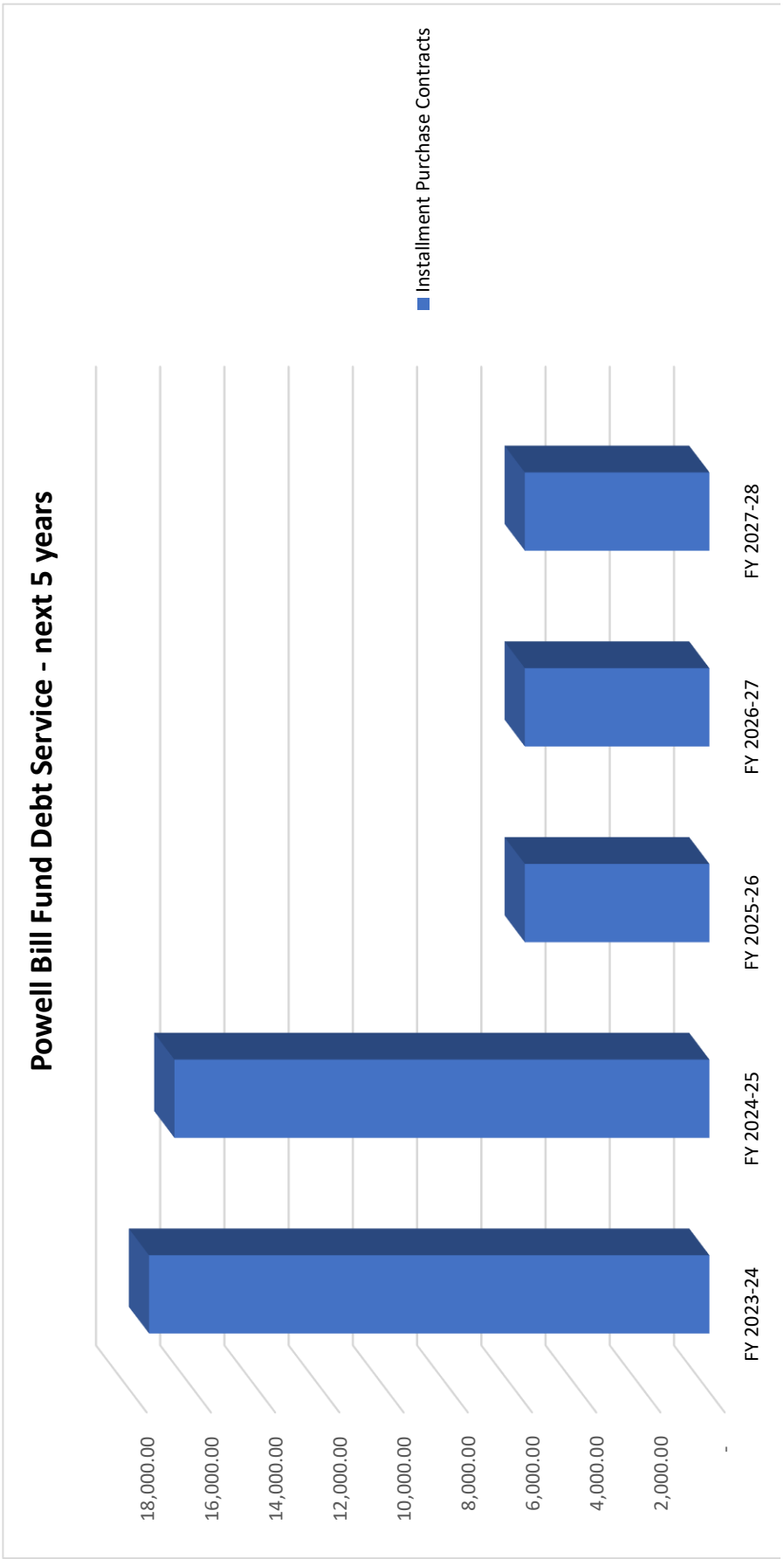
City of Shelby  
 For FY24 - February 2024 (66.67% of Fiscal Year)  
 General Fund Expenditures by Division

<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL APPROP</u>	<u>REVISED BUDGET</u>	<u>YTD EXPENDED</u>	<u>ENCUMB</u>	<u>AVAIL BUDGET</u>	<u>% USED</u>
Total 110411 GOVERNING BOARD	81,200	81,964	53,227.61	536.94	28,200	65.60 %
Total 110412 ADMINISTRATION	793,199	794,154	417,787.24	1,000.00	375,367	52.70 %
Total 110413 FINANCE	838,107	838,021	638,857.36	4,460.81	194,703	76.80 %
Total 110414 PURCHASING	124,387	124,312	66,817.49	0.00	57,495	53.70 %
Total 110416 HUMAN RESOURCES	466,973	466,993	279,587.42	931.85	186,474	60.10 %
Total 110419 CUSTOMER SERVICE	83,044	98,262	107,318.22	8,440.00	-17,496	117.80 %
Total 110420 INFORMATION SERVICES	516,007	532,163	326,782.57	54,467.42	150,913	71.60 %
Total 110421 METER SERVICE	921	55,712	58,173.73	0.00	-2,462	104.40 %
Total 110425 GARAGE	924,726	923,748	531,035.74	87,425.00	305,287	67.00 %
Total 110427 CITY HALL	113,000	117,117	85,255.96	0.00	31,861	72.80 %
Total 110431 POLICE	9,103,400	9,392,352	6,067,225.82	86,773.79	3,238,352	65.50 %
Total 110433 COMMUNICATION	964,800	964,800	569,459.88	0.00	395,340	59.00 %
Total 110434 FIRE	7,563,440	5,840,057	4,290,129.85	38,468.12	1,511,459	74.10 %
Total 110435 BUILDING INSPECTIONS	543,850	543,642	344,119.59	276.00	199,246	63.30 %
Total 110451 STREETS	1,447,150	1,466,939	862,014.77	1,076.73	603,848	58.80 %
Total 110453 AIRPORT	517,225	528,737	379,259.22	4,653.75	144,824	72.60 %
Total 110471 SOLID WASTE	2,232,160	2,424,736	1,478,817.92	318,379.72	627,538	74.10 %
Total 110491 GIS	127,089	126,359	81,739.71	111.04	44,508	64.80 %
Total 110493 PLANNING SERVICES	629,050	683,848	487,302.50	15,032.55	181,513	73.50 %
Total 110495 SPECIAL APPROPRIATIONS	3,725,800	4,616,319	3,056,879.07	0.00	1,559,440	66.20 %
Total 110612 PARKS & RECREATION	2,185,025	2,385,630	1,325,563.11	12,720.00	1,047,347	56.10 %
Total 110613 MAINTENANCE GROUNDS &	1,784,200	1,844,772	1,137,848.91	99,814.22	607,109	67.10 %
Total 110 GENERAL FUND	34,764,753	34,850,636	22,645,273.69	734,567.94	11,470,794	67.10 %

**DEBT SERVICE - POWELL BILL FUND**      FY 2023-24      FY 2024-25      FY 2025-26      FY 2026-27      FY 2027-28      FY 2028-29      FY 2029-30

Installment Purchase Contracts

FY 20 Installment Purchase Debt Retired in 2025	11,703.00	10,912.19	-	-	-	-	-
FY 23 Installment Purchase Debt Retired in 2028	5,748.09	5,748.09	5,748.09	5,748.09	5,748.09	5,748.09	5,748.09
<b>Total Debt Service - Powell Bill Fund</b>	<b>17,451.09</b>	<b>16,660.28</b>	<b>5,748.09</b>	<b>5,748.09</b>	<b>5,748.09</b>	<b>5,748.09</b>	<b>-</b>

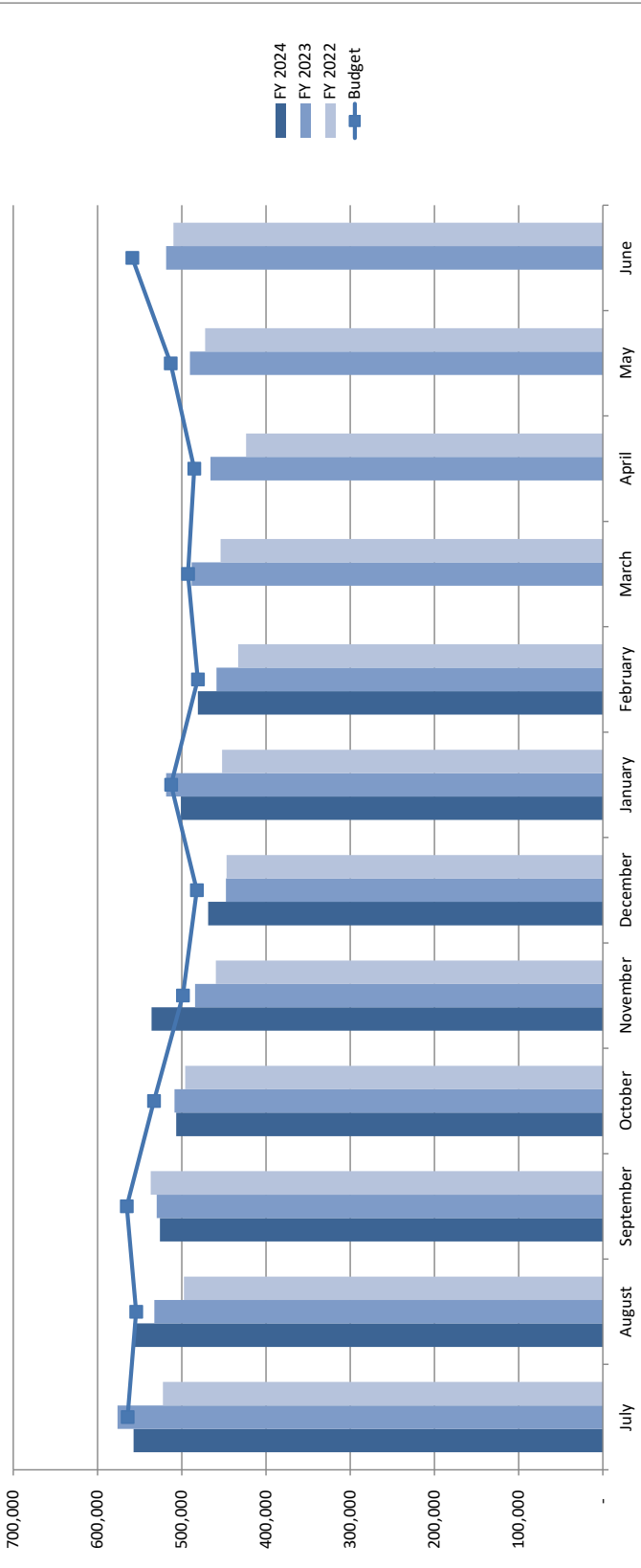


City of Shelby  
Water Revenue Budget to Actual  
FY 2024

	July	August	September	October	November	December	January	February	March	April	May	June	Total
<b>FY 2024 Budget</b>													
Inside Water													
Useage	142,976	137,789	146,252	131,451	121,474	115,259	129,051	114,816	121,810	117,773	124,644	142,718	1,546,015
Dollars	502,957.37	489,948.04	502,991.50	474,886.45	446,554.24	429,674.28	458,920.10	427,215.95	442,656.03	433,077.07	454,475.65	497,967.23	5,561,323.91
Outside Water													
Useage	14,993	15,882	15,391	14,046	12,213	12,317	12,360	12,797	11,486	12,263	14,146	14,898	162,792
Dollars	61,370.21	64,049.81	62,203.41	58,057.27	52,049.02	52,397.84	53,641.82	53,735.83	49,806.90	52,038.62	58,623.69	60,701.67	678,676.09
Totals													
Useage	157,969	153,671	161,643	145,497	133,687	127,577	141,411	127,613	133,296	130,036	138,790	157,616	1,708,807
Dollars	564,327.57	553,997.85	565,194.91	532,943.72	498,603.26	482,072.12	512,561.92	480,951.78	492,462.93	485,115.69	513,099.35	558,668.90	6,240,000.00
<b>FY 2024 Actual</b>													
Inside Water													
Useage	141,317	139,654	126,617	119,697	129,348	110,092	123,841	115,626	-	-	-	-	1,006,192
Dollars	495,811	493,700	463,854	447,994	472,585	418,793	448,392	429,922	-	-	-	-	3,671,050.67
Outside Water													
Useage	15,021	15,899	15,309	14,281	15,768	11,518	12,324	11,908	-	-	-	-	112,028
Dollars	61,249	63,405	61,988	58,499	63,219	49,829	52,639	50,839	-	-	-	-	461,666
Totals													
Useage	156,338	155,553	141,926	133,978	145,116	121,610	136,165	127,534	-	-	-	-	1,118,220
Dollars	557,060	557,105	525,841	506,492	535,804	468,622	501,031	480,762	-	-	-	-	4,132,716.78
<b>Variance</b>													
Useage	(1,659)	1,865	(19,635)	(11,754)	7,874	(5,167)	(5,210)	810	(121,810)	(117,773)	(124,644)	(142,718)	(539,823)
Dollars	(7,146.10)	3,752.39	(39,137.54)	(26,892.53)	26,030.26	(10,881.62)	(10,528.45)	2,706.33	(442,656.03)	(433,077.07)	(454,475.65)	(497,967.23)	(1,890,273.24)
Outside Water													
Useage	28	17	(82)	235	3,555	(799)	(36)	(889)	(11,486)	(12,263)	(14,146)	(14,898)	(50,764)
Dollars	(121.69)	(644.94)	(215.91)	441.30	11,170.43	(2,568.84)	(1,002.85)	(2,896.60)	(49,806.90)	(52,038.62)	(58,623.69)	(60,701.67)	(217,010)
Totals													
Useage	(1,631)	1,882	(19,717)	(11,519)	11,429	(5,967)	(5,246)	(79)	(133,296)	(130,036)	(138,790)	(157,616)	(590,587)
Dollars	(7,267.78)	3,107.45	(39,353.45)	(26,451.23)	37,200.69	(13,450.46)	(11,531.30)	(190.27)	(492,462.93)	(485,115.69)	(513,099.35)	(558,668.90)	(2,107,283.22)



### Water Sales In Dollars - Budget to Actual FY 2023 - 2024



**DEBT SERVICE - WATER FUND**      FY 2023-24      FY 2024-25      FY 2025-26      FY 2026-27      FY 2027-28      FY 2028-29      FY 2029-30

General Obligation Bonds

Revenue Bonds

Series 2021 Refunding Revenue Bonds

Principal	826,907.09	838,733.50	470,516.88	474,598.56	484,259.94	490,006.96	187,000.00
Interest	51,174.98	39,553.76	29,097.59	22,504.52	15,822.83	9,024.53	3,220.00
<b>Debt Retired In 2031</b>	<b>878,082.07</b>	<b>878,287.26</b>	<b>499,614.47</b>	<b>497,103.08</b>	<b>500,082.77</b>	<b>499,031.49</b>	<b>190,220.00</b>

Series 2016 Revenue Bonds-Grover/Morgan - 1.95%

Principal	198,874.41	202,771.36	206,744.67	210,795.85	214,836.41	219,137.91	223,431.93
Interest	34,525.59	30,628.64	26,655.33	22,604.15	18,473.59	14,262.09	9,968.07
<b>Debt Retired In 2032</b>	<b>233,400.00</b>	<b>233,400.00</b>	<b>233,400.00</b>	<b>233,400.00</b>	<b>233,310.00</b>	<b>233,400.00</b>	<b>233,400.00</b>

NCDEQ-DWI SRF Loan-WTP - 1.53%

Principal	821,392.50	821,392.50	821,392.50	821,392.50	821,392.50	821,392.50	821,392.50
Interest	213,644.18	201,076.88	188,509.58	175,942.28	163,374.96	150,807.66	138,240.36
<b>1.53% Debt Retired In 2040</b>	<b>1,035,036.68</b>	<b>1,022,469.38</b>	<b>1,009,902.08</b>	<b>997,334.78</b>	<b>984,767.46</b>	<b>972,200.16</b>	<b>959,632.86</b>

Project Grizzley - Interlocal - 3.25%

Principal	298,570.05	298,570.05	298,570.05	298,570.05	298,570.05	298,570.05	298,570.05
Interest	81,509.59	72,452.97	63,396.35	54,339.73	45,283.11	36,226.49	27,169.86
<b>Debt Retired in 2032</b>	<b>380,079.65</b>	<b>371,023.02</b>	<b>361,966.40</b>	<b>352,909.78</b>	<b>343,853.16</b>	<b>334,796.54</b>	<b>325,739.92</b>

Installment Purchase Contracts

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	27,250.00
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FX 19 Installment Purchase

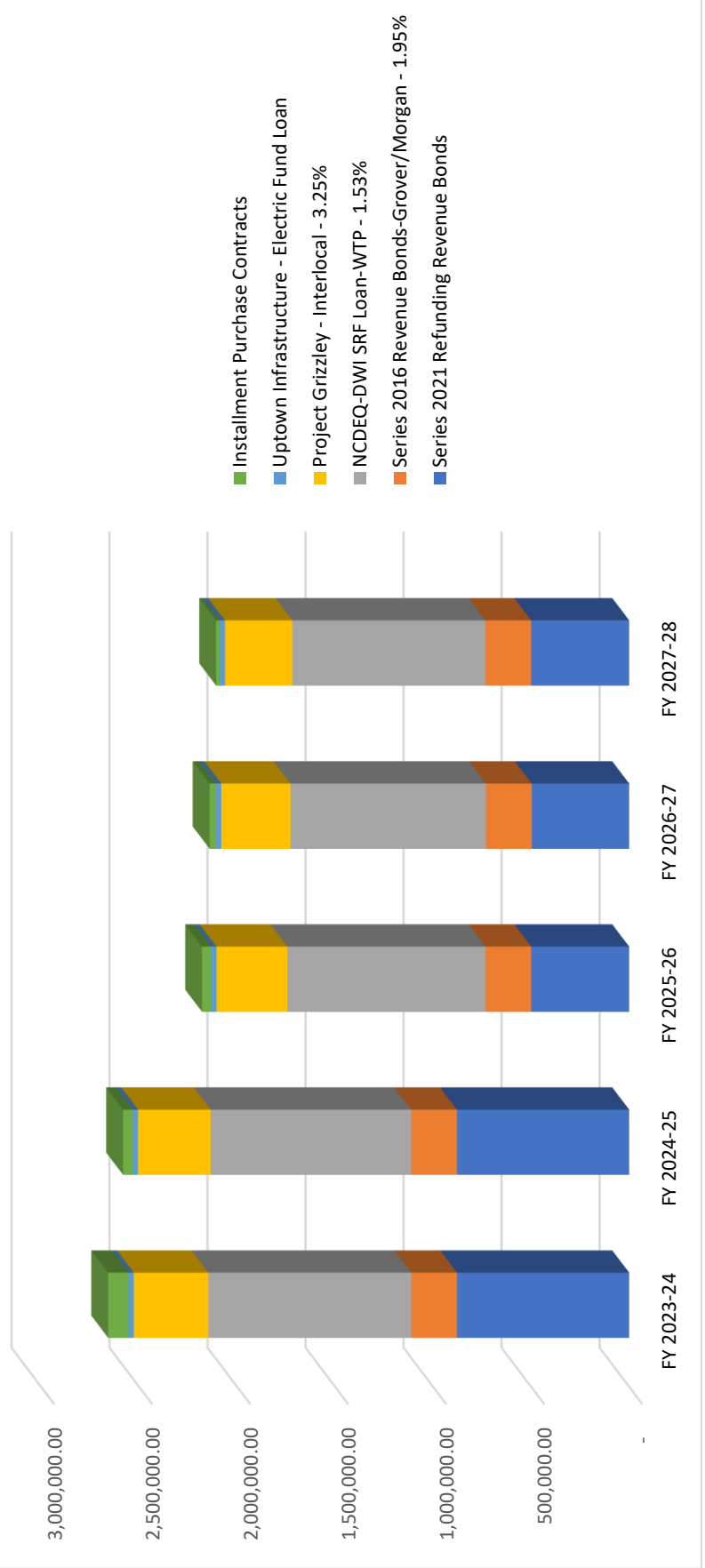
Debt Retired In 2024

54,380.79

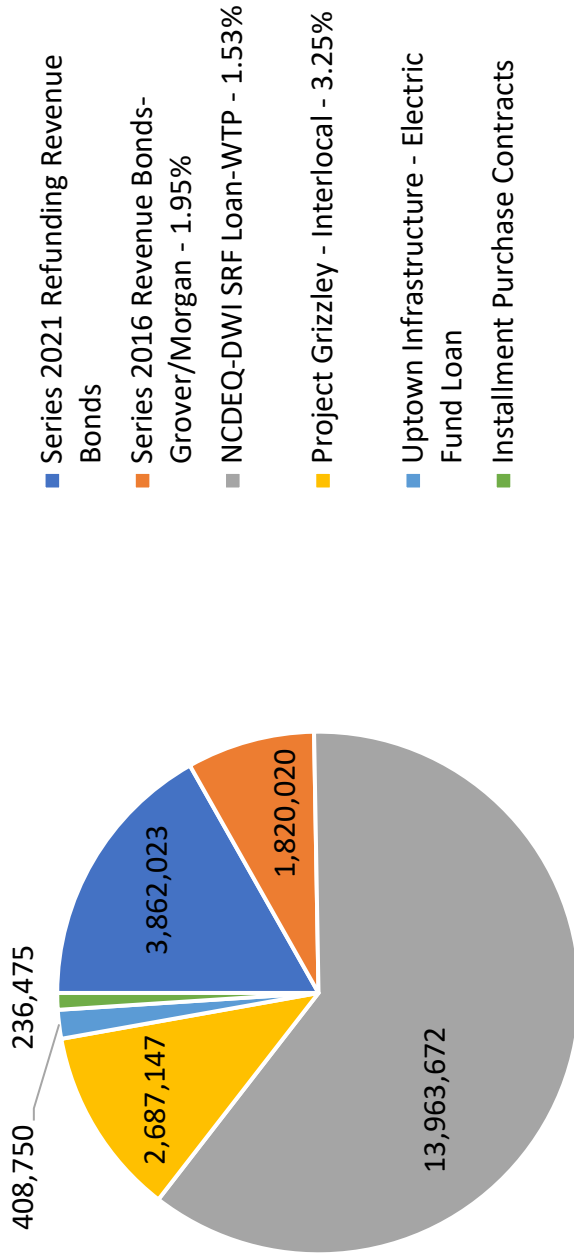
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<b>FY 20 Installment Purchase</b>									
Debt Retired In 2025	2,561.50	2,388.41	-	-	-	-	-	-	-
<b>FY 21 Installment Purchase</b>									
Debt Retired In 2026	14,465.00	14,465.00	14,366.13	-	-	-	-	-	-
<b>FY 22 Installment Purchase</b>									
Debt Retired In 2027	14,628.58	14,628.58	14,628.58	14,628.58	-	-	-	-	-
<b>FY 23 Installment Purchase</b>									
Debt Retired in 2028	17,676.21	17,676.21	17,676.21	17,676.21	17,676.21	17,676.21	17,676.21	17,676.21	-
Total Installment Debt	103,712.07	49,158.19	46,670.91	32,304.78	17,676.21	17,676.21	17,676.21	17,676.21	
<b>Total Debt Service - Water Fund</b>	<b>2,657,560.47</b>	<b>2,581,587.86</b>	<b>2,178,803.86</b>	<b>2,140,302.43</b>	<b>2,106,939.59</b>	<b>2,066,678.19</b>	<b>1,736,242.78</b>	<b>1,736,242.78</b>	

### Water Fund Debt Service - next 5 years



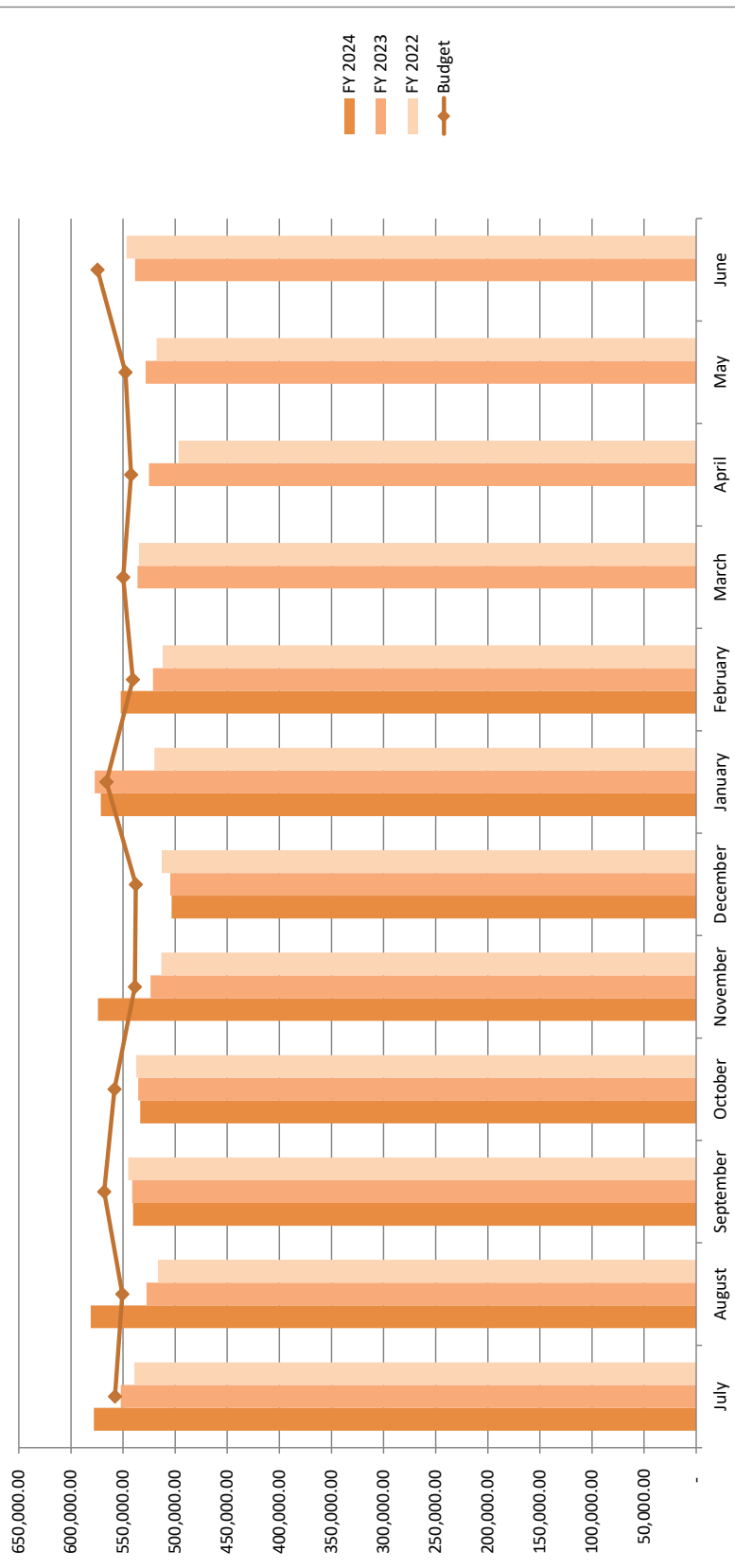
### 6/30/2023 Outstanding Debt Principal - Water



City of Shelby  
Sewer Revenue Budget to Actual  
FY 2024

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>FY 2024 Budget</b>													
Inside Sewer													
Useage	74,985	73,529	53,846	72,732	69,675	68,967	76,473	69,621	72,374	68,969	70,110	77,240	848,522
Dollars	519,453.28	512,329.41	525,830.10	513,414.01	494,883.42	493,310.48	520,087.93	496,415.06	503,970.41	493,522.38	499,802.31	527,410.04	6,099,428.81
Outside Sewer													
Useage	2,711	2,672	3,205	3,524	3,405	3,525	3,652	3,563	3,662	3,648	3,527	3,406	40,500
Dollars	38,354.51	38,280.19	42,242.38	44,771.59	43,767.83	44,441.15	45,832.64	45,076.15	45,894.00	48,675.97	47,929.54	47,074.23	532,340.19
Totals													
Useage	77,696	76,201	57,051	76,257	73,080	72,492	80,125	73,184	76,036	72,617	73,637	80,646	889,022
Dollars	557,807.79	550,609.60	568,072.48	558,185.60	538,651.25	537,751.63	565,920.57	540,491.21	549,864.41	542,198.35	547,731.85	574,484.26	6,631,769.00
<b>FY 2024 Actual</b>													
Inside Sewer													
Useage	78,990	79,272	66,902	66,238	75,363	60,868	75,171	70,647	-	-	-	-	573,451
Dollars	531,231.82	535,281.67	487,364.47	482,675.17	524,498.62	454,462.84	515,326.30	496,572.70	-	-	-	-	4,027,413.59
Outside Sewer													
Useage	3,420	3,245	4,208	3,928	3,743	3,681	4,696	4,631	-	-	-	-	31,552
Dollars	46,729.65	45,780.22	52,939.43	50,727.60	49,539.65	48,851.38	56,079.24	55,520.26	-	-	-	-	406,167.43
Totals													
Useage	82,410	82,517	71,110	70,166	79,106	64,549	79,867	75,278	-	-	-	-	605,003
Dollars	577,961.47	581,061.89	540,303.90	533,402.77	574,038.27	503,314.22	571,405.54	552,092.96	-	-	-	-	4,433,581.02
<b>Variance</b>													
Inside Sewer													
Useage	4,005	5,743	13,056	(6,494)	5,688	(8,099)	(1,302)	1,026	(72,374)	(68,969)	(70,110)	(77,240)	(275,071.00)
Dollars	11,778.54	22,952.26	(38,465.63)	(30,738.84)	29,615.20	(38,847.64)	(4,761.63)	1,157.64	(503,970.41)	(493,522.38)	(499,802.31)	(527,410.04)	(2,072,015.22)
Outside Sewer													
Useage	709	573	1,003	404	338	156	1,044	1,068	(3,662)	(3,648)	(3,527)	(3,406)	(8,948.00)
Dollars	8,375.14	7,500.03	10,697.05	5,956.01	5,771.82	4,410.23	10,246.60	10,444.11	(45,894.00)	(48,675.97)	(47,929.54)	(47,074.23)	(126,172.76)
Totals													
Useage	4,714	6,316	14,059	(6,091)	6,026	(7,943)	(258)	2,094	(76,036)	(72,617)	(73,637)	(80,646)	(284,019.00)
Dollars	20,153.68	30,452.29	(27,768.58)	(24,782.83)	35,387.02	(34,437.41)	5,484.97	11,601.75	(549,864.41)	(542,198.35)	(547,731.85)	(574,484.26)	(2,198,187.98)

### Sewer Sales in Dollars - Budget to Actual FY 2023 - 2024



**DEBT SERVICE - SEWER FUND** FY 2023-24 FY 2024-25 FY 2025-26 FY 2026-27 FY 2027-28 FY 2028-29 FY 2029-30

General Obligation Bonds

Revenue Bonds

Series 2021 Refunding Revenue Bonds

Principal	419,301.32	424,434.90	277,664.01	279,862.62	283,510.18	96,815.67
Interest	23,472.47	17,582.87	12,157.65	8,263.12	4,332.28	1,017.03
Debt Retired In 2031	442,773.79	442,017.77	289,821.66	288,125.74	287,842.46	97,832.70

NC DENR-DWI SRF Loan-Mall Lift Station - 0%

0% Debt Retired in 2034

	36,300.10	36,300.10	36,300.10	36,300.10	36,300.10	36,300.10
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NC DENR-DWI SRF Loan-Outfall Project - 0%

0% Debt Retired in 2035

	156,521.90	156,521.90	156,521.90	156,521.90	156,521.90	156,521.90
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NC DENR-DWI SRF Loan-WWTP Upgrades - 0%

0% Debt Retired in 2036

	469,832.90	469,832.90	469,832.90	469,832.90	469,832.90	469,832.90
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NC DENR-DWI SRF Loan-Biosolids - 0%

0% Debt Retired in 2041

	967,046.85	967,046.85	967,046.85	967,046.85	967,046.85	967,046.85
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Project Grizzley - Inter/Local - 3.25%

Principal	407,155.35	407,155.35	407,155.35	407,155.35	407,155.35	407,155.35
3.25% Interest	111,153.37	98,803.00	86,452.62	74,102.25	61,751.87	49,401.50
Debt Retired in 2032	518,308.72	505,958.34	493,607.97	481,257.59	468,907.22	444,206.47

Installment Purchase Contracts

**2050** - Loan from Natural Gas Fund

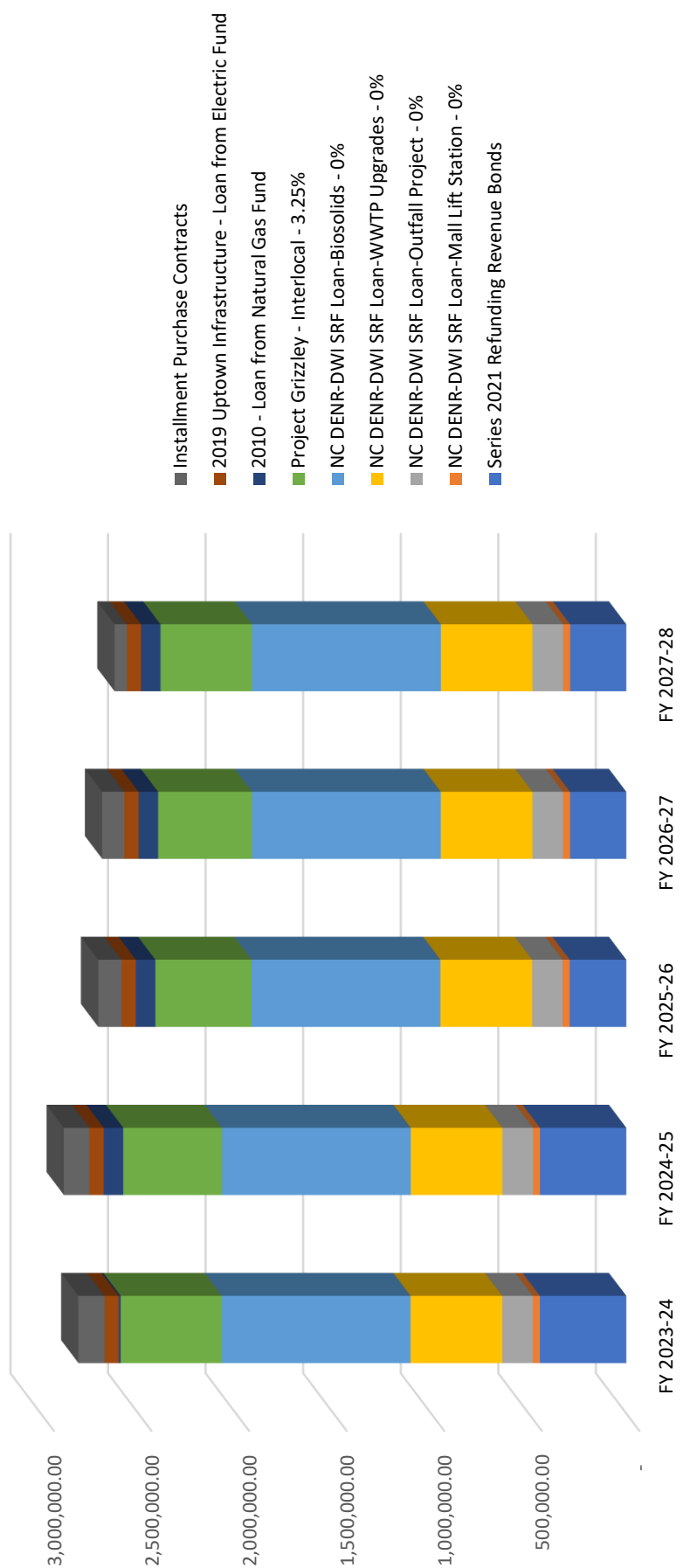
0% Debt Retired in 2064

	10,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
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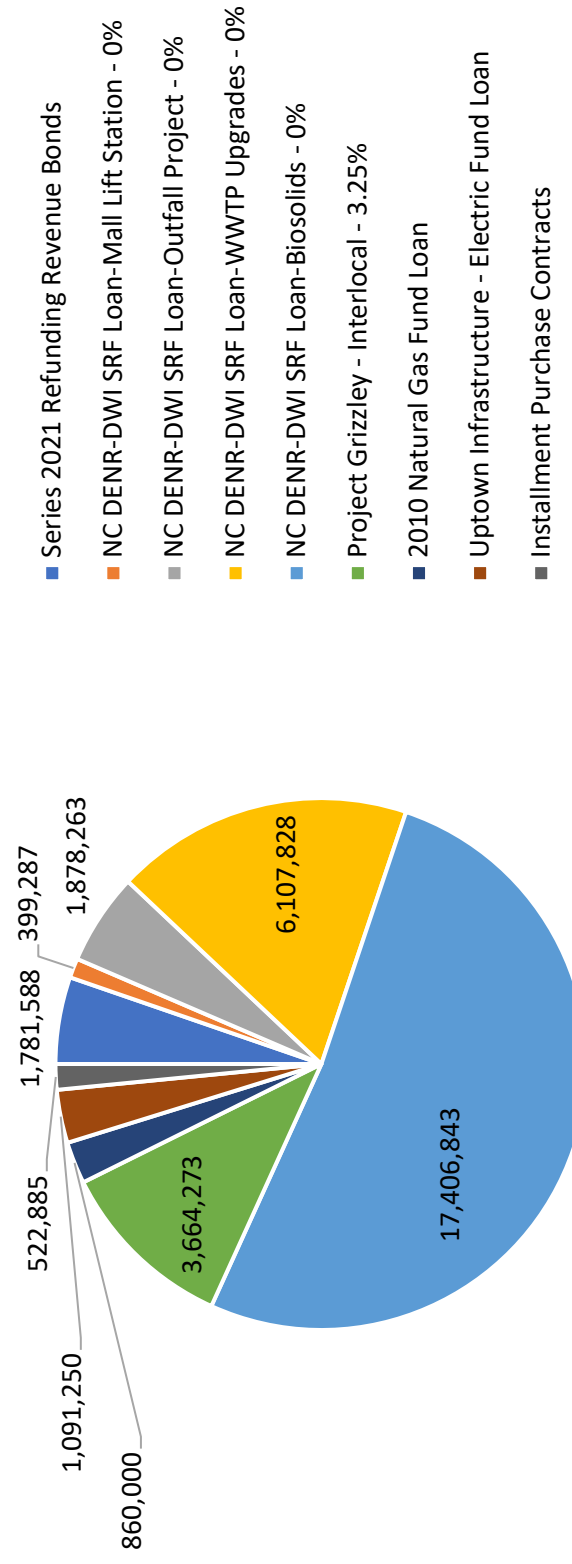


<b>2019 Uptown Infrastructure - Loan from Electric</b>	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00
0% Debt Retired in 2038										
<b>FY 19 Installment Purchase</b>	1,408.74	-	-	-	-	-	-	-	-	-
Debt Retired In 2024										
<b>FY 20 Installment Purchase</b>	12,525.50	11,679.11	-	-	-	-	-	-	-	-
Debt Retired In 2025										
<b>FY 21 Installment Purchase</b>	6,215.00	6,215.00	6,172.52	-	-	-	-	-	-	-
Debt Retired In 2026										
<b>FY 22 Installment Purchase</b>	50,913.19	50,913.19	50,913.19	50,913.19	50,913.19	-	-	-	-	-
Debt Retired In 2027										
<b>FY 23 Installment Purchase</b>	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37
Debt Retired in 2028										
Total Installment Debt	133,759.80	131,504.67	119,783.08	113,610.56	113,610.56	62,697.37	62,697.37	62,697.37	62,697.37	62,697.37
<b>Total Debt Service - Sewer Fund</b>	<b>2,807,294.05</b>	<b>2,881,932.53</b>	<b>2,705,664.46</b>	<b>2,685,445.64</b>	<b>2,685,445.64</b>	<b>2,621,898.80</b>	<b>2,621,898.80</b>	<b>2,621,898.80</b>	<b>2,621,898.80</b>	<b>2,621,898.80</b>

### Sewer Fund Debt Service - next 5 years



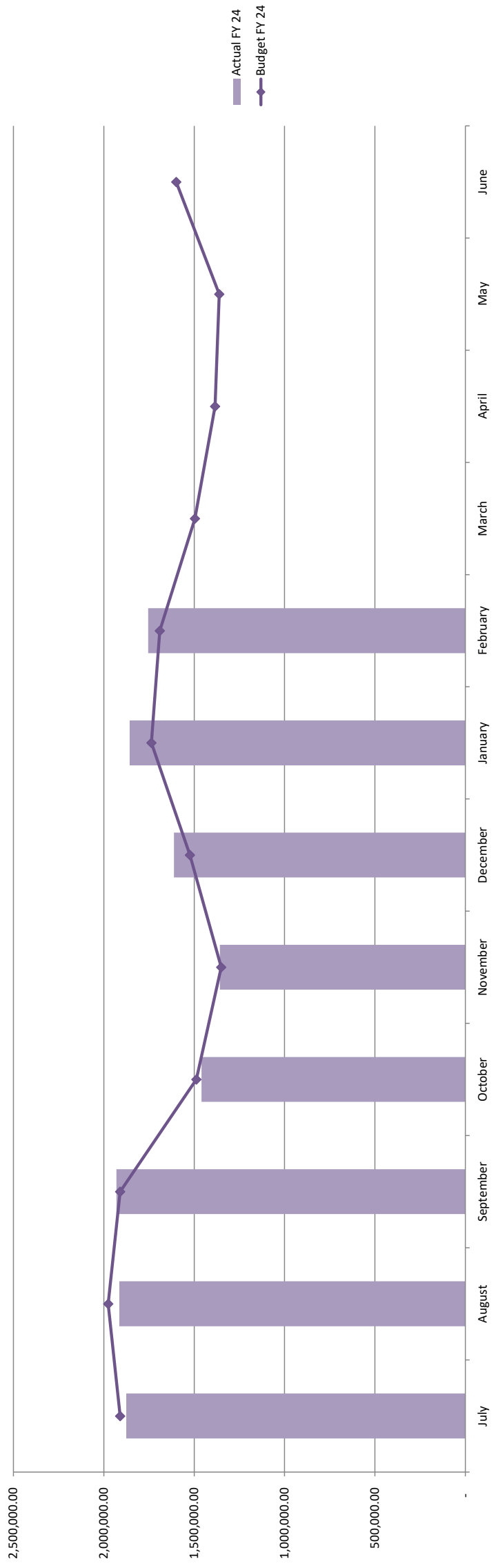
### 6/30/2023 Outstanding Debt Principal - Sewer



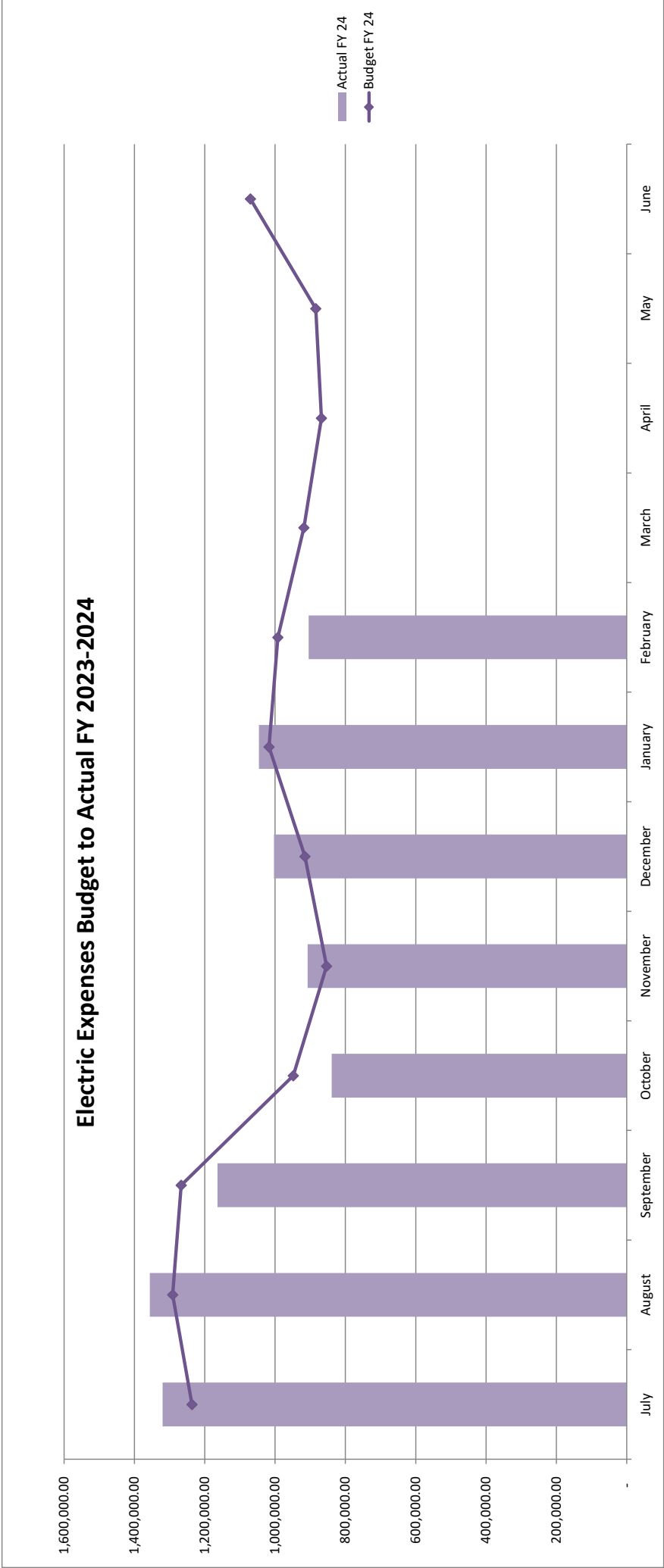
City of Shelby  
Electric Revenues Budget to Actual  
FY 2024

<b>Revenues Budget FY 24</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	829,227.70	866,313.51	791,706.78	569,923.67	552,629.57	719,791.80	876,304.88	855,655.09	682,324.61	583,065.41	544,188.82	669,742.72	8,540,874.57
Commercial/Industrial	1,080,230.90	1,109,615.15	1,118,103.43	917,680.91	797,858.83	804,318.62	860,318.30	834,580.37	813,338.81	801,817.48	816,822.53	929,440.11	10,884,125.43
<b>Totals</b>	<b>1,909,458.60</b>	<b>1,975,928.66</b>	<b>1,909,810.20</b>	<b>1,487,604.58</b>	<b>1,350,488.40</b>	<b>1,524,110.43</b>	<b>1,736,623.17</b>	<b>1,690,235.46</b>	<b>1,495,663.42</b>	<b>1,384,882.90</b>	<b>1,361,011.35</b>	<b>1,599,182.84</b>	<b>19,425,000.00</b>
<b>Actual FY 24</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	803,530.65	806,904.38	811,337.27	549,097.02	545,368.03	751,742.09	966,199.37	871,156.85					6,105,335.66
Commercial/Industrial	1,072,635.83	1,107,224.95	1,118,573.61	910,711.14	812,324.89	860,444.00	890,687.44	882,985.34					7,655,587.20
<b>Totals</b>	<b>1,876,166.48</b>	<b>1,914,129.33</b>	<b>1,929,910.88</b>	<b>1,459,808.16</b>	<b>1,357,692.92</b>	<b>1,612,186.09</b>	<b>1,856,886.81</b>	<b>1,754,142.19</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,760,922.86</b>
<b>Revenue Variance</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	(25,697.05)	(59,409.13)	19,630.49	(20,826.65)	(7,261.54)	31,950.29	89,894.49	15,501.76	(682,324.61)	(583,065.41)	(544,188.82)	(669,742.72)	(2,435,538.91)
Commercial/Industrial	(7,595.07)	(2,390.20)	470.18	(6,969.77)	14,466.06	56,125.38	30,369.14	48,404.97	(813,338.81)	(801,817.48)	(816,822.53)	(929,440.11)	(3,228,538.23)
<b>Totals</b>	<b>(33,292.12)</b>	<b>(61,799.33)</b>	<b>20,100.68</b>	<b>(27,796.47)</b>	<b>7,204.52</b>	<b>88,075.66</b>	<b>120,263.64</b>	<b>63,906.73</b>	<b>(1,495,663.42)</b>	<b>(1,384,882.90)</b>	<b>(1,361,011.35)</b>	<b>(1,599,182.84)</b>	<b>(5,664,077.14)</b>

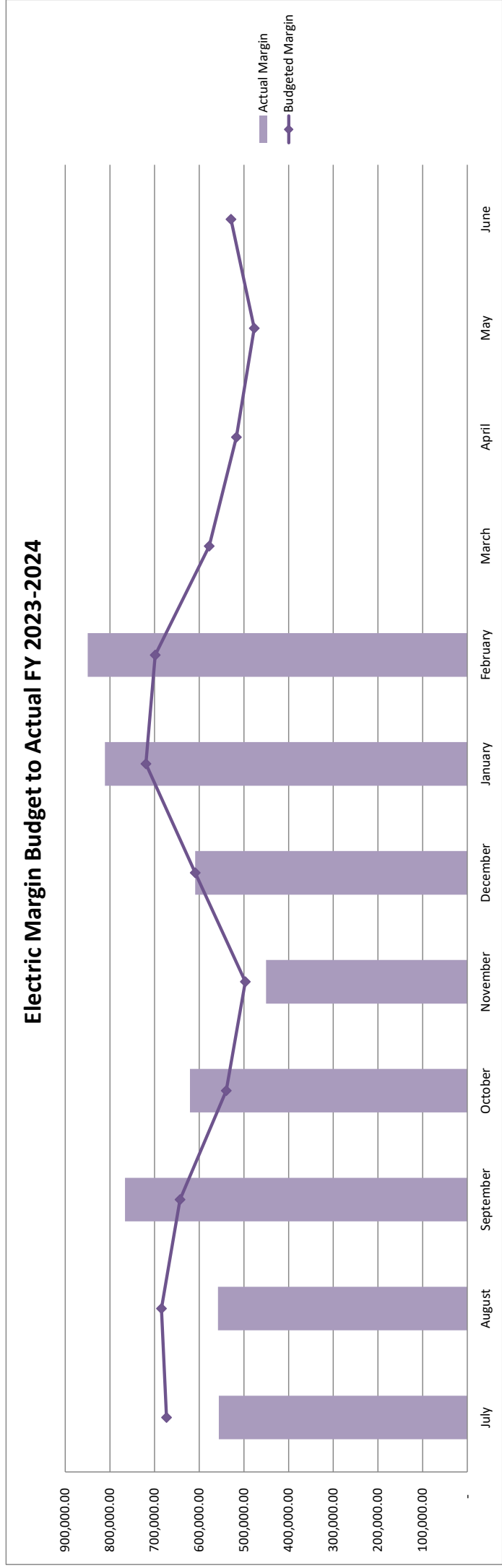
### Electric Revenues Budget to Actual FY 2023-2024



<b>Expenses</b>													
<b>Budget FY 24</b>													
	July	August	September	October	November	December	January	February	March	April	May	June	Totals
NCMPA1	1,191,139.10	1,245,505.88	1,224,200.69	915,026.39	821,469.73	881,011.79	982,318.56	955,439.13	884,629.07	836,167.62	852,299.22	1,031,347.81	11,820,555.00
SEPA	45,008.68	45,752.43	42,651.96	33,111.34	32,101.77	33,961.59	34,856.92	36,394.40	33,458.70	31,998.50	31,796.70	38,907.01	440,000.00
<b>Totals</b>	<b>1,236,147.78</b>	<b>1,291,258.31</b>	<b>1,266,852.65</b>	<b>948,137.73</b>	<b>853,571.50</b>	<b>914,973.38</b>	<b>1,017,175.48</b>	<b>991,833.53</b>	<b>918,087.78</b>	<b>868,166.12</b>	<b>884,095.92</b>	<b>1,070,254.81</b>	<b>12,260,555.00</b>
<b>Actual FY 24</b>													
NCMPA1	1,285,497.02	1,319,307.36	1,127,638.57	801,495.69	868,387.68	965,194.21	1,004,778.65	869,842.13					8,242,141.31
SEPA	34,382.93	36,781.34	35,996.68	37,613.09	39,004.58	37,915.06	41,074.68	34,572.32					297,340.68
<b>Totals</b>	<b>1,319,879.95</b>	<b>1,356,088.70</b>	<b>1,163,635.25</b>	<b>839,108.78</b>	<b>907,392.26</b>	<b>1,003,109.27</b>	<b>1,045,853.33</b>	<b>904,414.45</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,539,481.99</b>
<b>Expense Variance</b>													
NCMPA1	(94,357.92)	(73,801.48)	96,562.12	113,530.70	(46,917.95)	(84,182.42)	(22,460.09)	85,597.00	884,629.07	836,167.62	852,299.22	1,031,347.81	3,578,413.69
SEPA	10,625.75	8,971.09	6,655.28	(4,501.75)	(6,902.81)	(3,953.47)	(6,217.76)	1,822.08	33,458.70	31,998.50	31,796.70	38,907.01	142,659.32
<b>Totals</b>	<b>(83,732.17)</b>	<b>(64,830.39)</b>	<b>103,217.40</b>	<b>109,028.95</b>	<b>(53,820.76)</b>	<b>(88,135.89)</b>	<b>(28,677.85)</b>	<b>87,419.08</b>	<b>918,087.78</b>	<b>868,166.12</b>	<b>884,095.92</b>	<b>1,070,254.81</b>	<b>3,721,073.01</b>



Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	1,909,458.60	1,975,928.66	1,909,810.20	1,487,604.58	1,350,488.40	1,524,110.43	1,736,623.17	1,690,235.46	1,495,663.42	1,384,882.90	1,361,011.35	1,599,182.84	19,425,000.00
Budgeted Expenses	(1,236,147.78)	(1,291,258.31)	(1,266,852.65)	(948,137.73)	(853,571.50)	(914,973.38)	(1,017,175.48)	(991,833.53)	(918,087.78)	(868,166.12)	(884,095.92)	(1,070,254.81)	(12,260,555.00)
Budgeted Margin	673,310.82	684,670.34	642,957.56	539,466.85	496,916.90	609,137.05	719,447.69	698,401.93	577,575.64	516,716.78	476,915.43	528,928.02	7,164,445.00
Actual Revenues	1,876,166.48	1,914,129.33	1,929,910.88	1,459,808.16	1,357,692.92	1,612,186.09	1,856,886.81	1,754,142.19	-	-	-	-	13,760,922.86
Actual Expenses	(1,319,879.95)	(1,356,088.70)	(1,163,635.25)	(839,108.78)	(907,392.26)	(1,003,109.27)	(1,045,853.33)	(904,414.45)	-	-	-	-	(8,539,481.99)
Actual Margin	556,286.53	558,040.63	766,275.63	620,699.38	450,300.66	609,076.82	811,033.48	849,727.74	-	-	-	-	5,221,440.87
Margin Variance	(117,024.29)	(126,629.71)	123,318.07	81,232.53	(46,616.24)	(60.23)	91,585.79	151,325.81	(577,575.64)	(516,716.78)	(476,915.43)	(528,928.02)	(1,943,004.13)





**DEBT SERVICE - ELECTRIC FUND**

**FY 2023-24**      **FY 2024-25**      **FY 2025-26**      **FY 2026-27**      **FY 2027-28**      **FY 2028-29**      **FY 2029-30**

General Obligation Bonds

Revenue Bonds

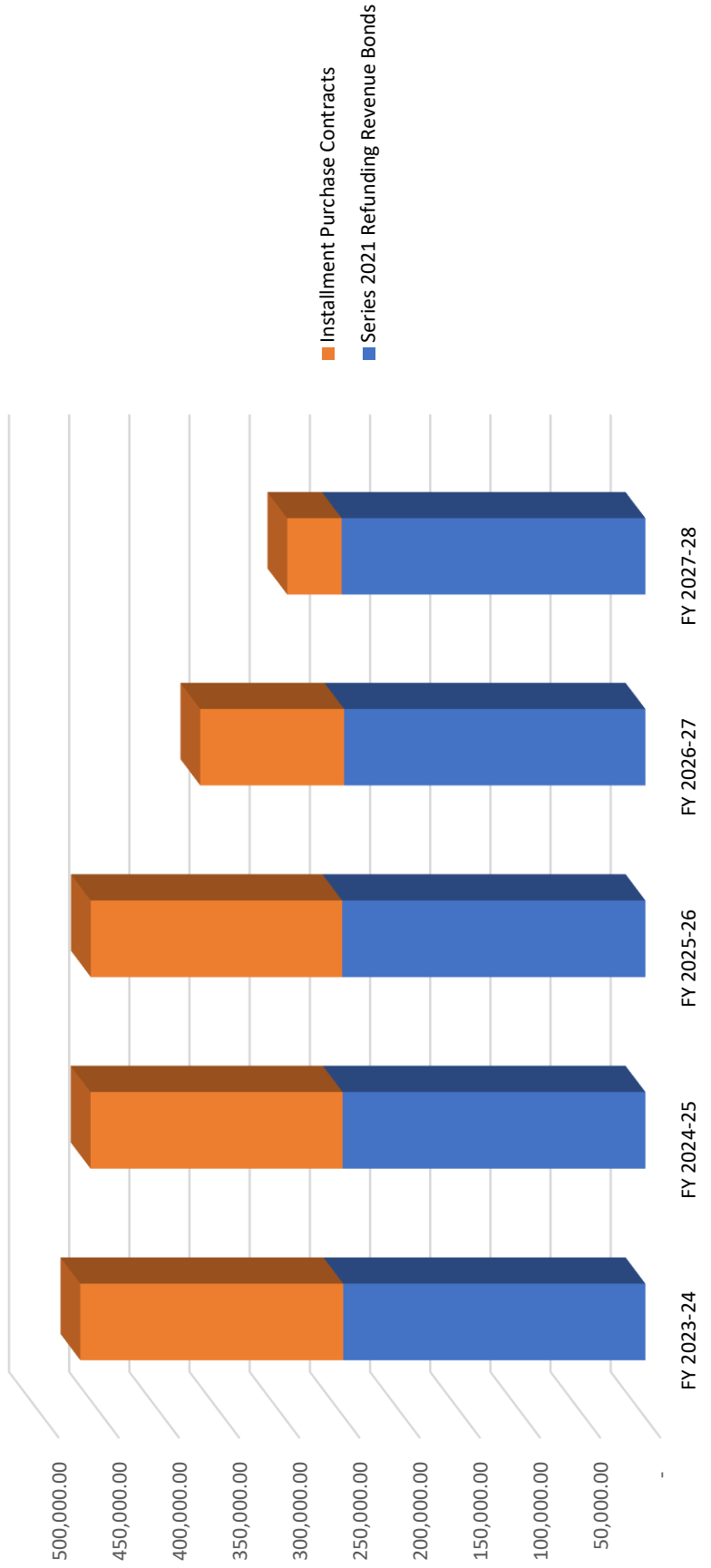
Series 2021 Refunding Revenue Bonds

Principal	231,676.33	235,407.58	239,138.82	240,834.84	246,262.10	249,314.94	-
Interest	19,384.83	16,129.49	12,819.53	9,466.84	6,076.16	2,618.99	-
<b>Debt Retired In 2031</b>	<b>251,061.16</b>	<b>251,537.07</b>	<b>251,958.35</b>	<b>250,301.68</b>	<b>252,338.26</b>	<b>251,933.93</b>	

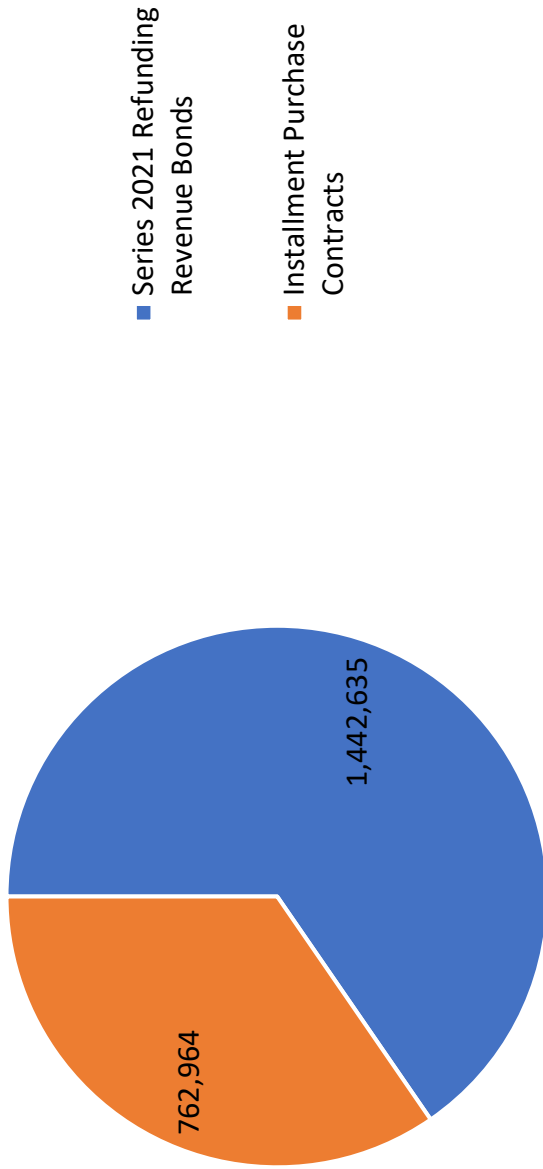
Installment Purchase Contracts

<b>FY 19 Installment Purchase</b>							
Debt Retired In 2024	8,921.99						
<b>FY 21 Installment Purchase</b>							
Debt Retired In 2026	89,952.50	89,952.50	89,337.65				
<b>FY 22 Installment Purchase</b>							
Debt Retired In 2027	74,290.23	74,290.23	74,290.23	74,290.23			
<b>FY 23 Installment Purchase</b>							
Debt Retired in 2028	45,253.75	45,253.75	45,253.75	45,253.75	45,253.73		
<b>Total Installment Debt</b>	<b>218,418.47</b>	<b>209,496.48</b>	<b>208,881.63</b>	<b>119,543.98</b>	<b>45,253.73</b>		
<b>Total Debt Service - Electric Fund</b>	<b>469,479.63</b>	<b>461,033.55</b>	<b>460,839.98</b>	<b>369,845.66</b>	<b>297,591.99</b>	<b>251,933.93</b>	<b>-</b>

### Electric Fund Debt Service - next 5 years



**6/30/2023 Outstanding Debt Principal - Electric**



City of Shelby  
 Gas Revenues Budget to Actual  
 FY 2024

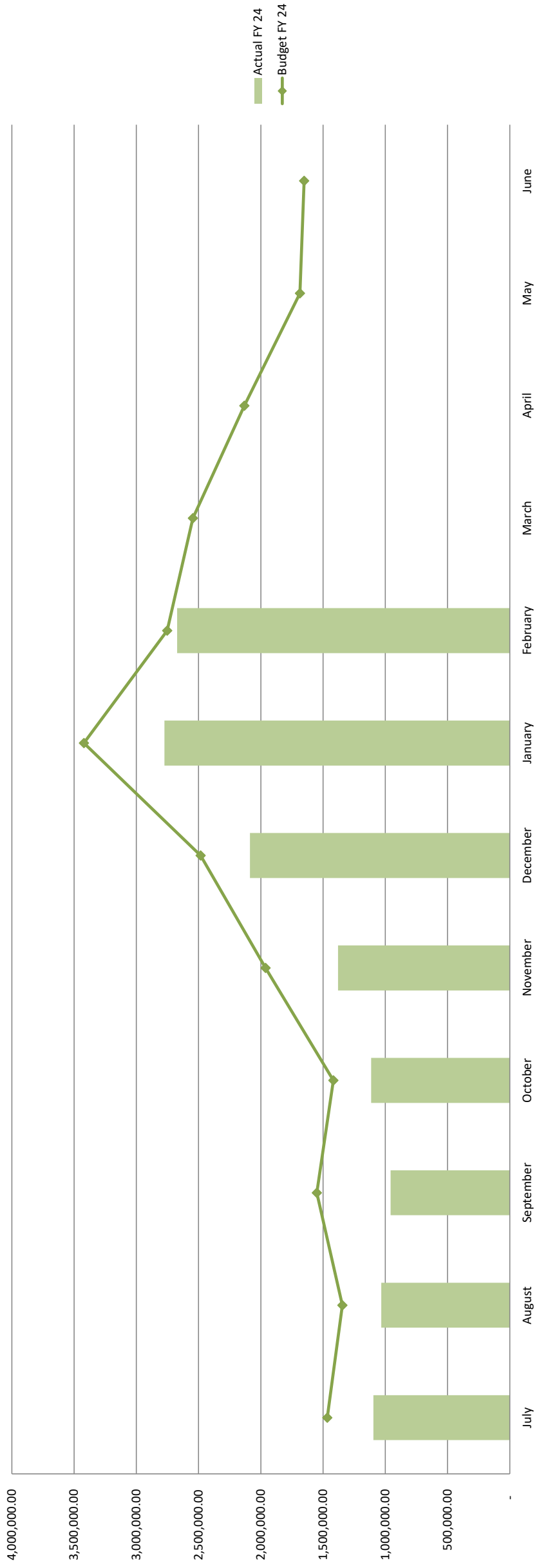
<b>Revenues Budget FY 24</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	146,451.99	142,477.46	144,911.67	155,057.81	293,884.14	700,054.66	945,769.94	761,897.08	602,242.21	439,213.97	220,217.83	167,855.56	4,720,034.31
Commercial	190,909.53	207,335.74	226,564.93	236,190.73	336,570.64	678,053.30	979,637.61	784,787.99	632,262.25	507,170.99	241,031.27	213,783.10	5,234,298.07
High Load Factor	28,841.56	23,470.89	17,948.35	14,332.79	60,413.53	67,594.53	70,645.11	77,441.29	68,350.67	72,903.25	68,661.43	68,634.66	639,238.09
Interruptibles	88,192.32	88,995.29	84,771.55	82,364.39	106,639.37	91,769.73	87,767.26	125,595.98	86,416.49	89,767.36	83,908.70	89,344.14	1,105,532.58
Special Ind Class	1,012,290.86	882,830.69	1,076,080.56	929,990.94	1,164,274.58	945,984.77	1,337,610.23	1,003,075.69	1,156,949.41	1,023,670.57	1,072,247.56	1,112,853.09	12,717,858.95
<b>Totals</b>	<b>1,466,686.27</b>	<b>1,345,110.07</b>	<b>1,550,277.06</b>	<b>1,417,936.66</b>	<b>1,961,782.26</b>	<b>2,483,456.98</b>	<b>3,421,430.15</b>	<b>2,752,798.02</b>	<b>2,546,221.04</b>	<b>2,132,726.13</b>	<b>1,686,066.79</b>	<b>1,652,470.55</b>	<b>24,416,962.00</b>

<b>Actual FY 24</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	129,689.00	123,830.82	114,888.37	138,732.48	270,826.74	549,697.78	849,615.54	766,993.42					2,944,274.15
Commercial	152,810.73	153,701.31	162,129.03	239,213.63	226,322.86	482,159.42	754,491.70	743,575.05					2,914,403.73
High Load Factor	17,530.83	18,138.51	17,539.21	15,615.95	18,010.55	19,020.54	23,010.61	25,115.52					153,981.72
Interruptibles	58,154.26	51,703.03	63,740.28	56,384.94	66,086.05	79,052.44	90,506.20	66,610.99					532,238.19
Special Ind Class	738,224.05	685,662.08	599,858.73	664,076.32	798,365.95	956,927.43	1,057,052.94	1,070,306.74					6,570,474.24
<b>Totals</b>	<b>1,096,408.87</b>	<b>1,033,035.75</b>	<b>958,155.62</b>	<b>1,114,023.32</b>	<b>1,379,612.15</b>	<b>2,086,857.61</b>	<b>2,774,676.99</b>	<b>2,672,601.72</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,115,372.03</b>

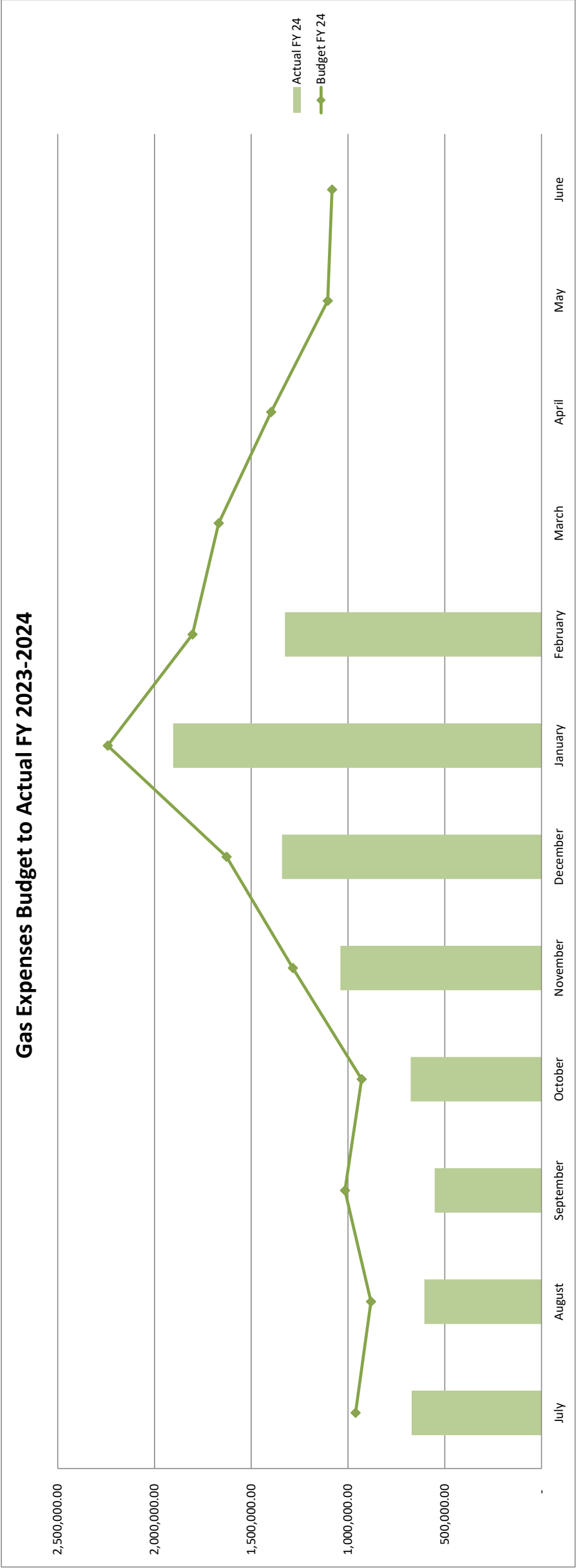
<b>Revenue Variance</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Totals</b>
Residential	(16,762.99)	(18,646.64)	(30,023.30)	(16,325.33)	(23,057.40)	(150,356.88)	(96,154.40)	5,096.34	(602,242.21)	(439,213.97)	(220,217.83)	(167,855.56)	(1,775,760.16)
Commercial	(38,098.80)	(53,634.43)	(64,435.90)	3,022.90	(110,247.78)	(195,893.88)	(225,145.91)	(41,212.94)	(632,262.25)	(507,170.99)	(241,031.27)	(213,783.10)	(2,319,894.34)
High Load Factor	(11,310.73)	(5,332.38)	(409.14)	1,283.16	(42,402.98)	(48,573.99)	(47,634.50)	(52,325.77)	(68,350.67)	(72,903.25)	(68,661.43)	(68,634.66)	(485,256.37)

Interruptibles	(30,038.06)	(37,292.26)	(21,031.27)	(25,979.45)	(40,553.32)	(12,717.29)	2,738.94	(58,984.99)	(86,416.49)	(89,767.36)	(83,908.70)	(89,344.14)	(573,294.39)
Special Ind Class	(274,066.81)	(197,168.61)	(476,221.83)	(265,914.62)	(365,908.63)	10,942.66	(280,557.29)	67,231.05	(1,156,949.41)	(1,023,670.57)	(1,072,247.56)	(1,112,853.09)	(6,147,384.71)
Totals	(370,277.40)	(312,074.32)	(592,121.44)	(303,913.34)	(582,170.11)	(396,599.37)	(646,753.16)	(80,196.30)	(2,546,221.04)	(2,132,726.13)	(1,686,066.79)	(1,652,470.55)	(11,301,589.97)

### Gas Revenues Budget to Actual FY 2023-2024

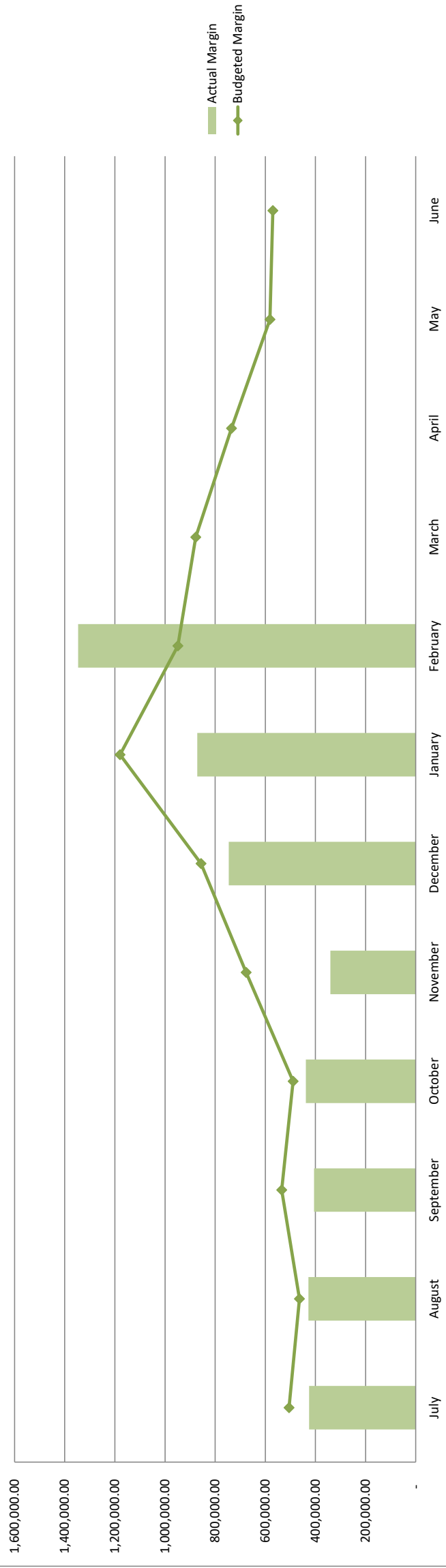


Expenses Budget FY 24	July	August	September	October	November	December	January	February	March	April	May	June	Totals
	961,093.37	881,426.65	1,015,868.93	929,148.62	1,285,520.95	1,627,365.10	2,242,002.20	1,803,859.48	1,668,493.26	1,397,537.42	1,104,849.52	1,082,834.50	16,000,000.00
<b>Actual FY 24</b>	670,914.51	605,246.61	552,368.38	676,065.61	1,039,073.00	1,340,830.60	1,903,641.34	1,325,823.89					8,113,963.94
<b>Expense Variance</b>	290,178.86	276,180.04	463,500.55	253,083.01	246,447.95	286,534.50	338,360.86	478,035.59	1,668,493.26	1,397,537.42	1,104,849.52	1,082,834.50	7,886,036.06



Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	1,466,686.27	1,345,110.07	1,550,277.06	1,417,936.66	1,961,782.26	2,483,456.98	3,421,430.15	2,752,798.02	2,546,221.04	2,132,726.13	1,686,066.79	1,652,470.55	24,416,962.00
Budgeted Expenses	961,093.37	881,426.65	1,015,868.93	929,148.62	1,285,520.95	1,627,365.10	2,242,002.20	1,803,859.48	1,668,493.26	1,397,537.42	1,104,849.52	1,082,834.50	16,000,000.00
Budgeted Margin	505,592.90	463,683.42	534,408.14	488,788.04	676,261.31	856,091.89	1,179,427.96	948,938.54	877,727.78	735,188.71	581,217.28	569,636.05	8,416,962.00
Actual Revenues	1,096,408.87	1,033,035.75	958,155.62	1,114,023.32	1,379,612.15	2,086,857.61	2,774,676.99	2,672,601.72	-	-	-	-	13,115,372.03
Actual Expenses	670,914.51	605,246.61	552,368.38	676,065.61	1,039,073.00	1,340,830.60	1,903,641.34	1,325,823.89	-	-	-	-	8,113,963.94
Actual Margin	425,494.36	427,789.14	405,787.24	437,957.71	340,539.15	746,027.01	871,035.65	1,346,777.83	-	-	-	-	5,001,408.09
Margin Variance	(80,098.54)	(35,894.28)	(128,620.90)	(50,830.33)	(335,722.16)	(110,064.88)	(308,392.31)	397,839.29	(877,727.78)	(735,188.71)	(581,217.28)	(569,636.05)	(3,415,553.91)

**Gas Margin Budget to Actual FY 2023-2024**





**DEBT SERVICE - GAS FUND**

FY 2023-24

FY 2024-25

FY 2025-26

FY 2026-27

FY 2027-28

FY 2028-29

FY 2029-30

General Obligation Bonds

Revenue Bonds

Series 2021 Refunding Revenue Bonds

Principal	173,115.26	175,424.02	134,680.29	135,703.98	137,967.78	82,862.43
Interest	11,149.72	8,717.88	6,405.23	4,516.52	2,608.73	870.45
<b>Debt Retired In 2031</b>	<b>184,264.98</b>	<b>184,141.90</b>	<b>141,085.52</b>	<b>140,220.50</b>	<b>140,576.51</b>	<b>83,732.88</b>

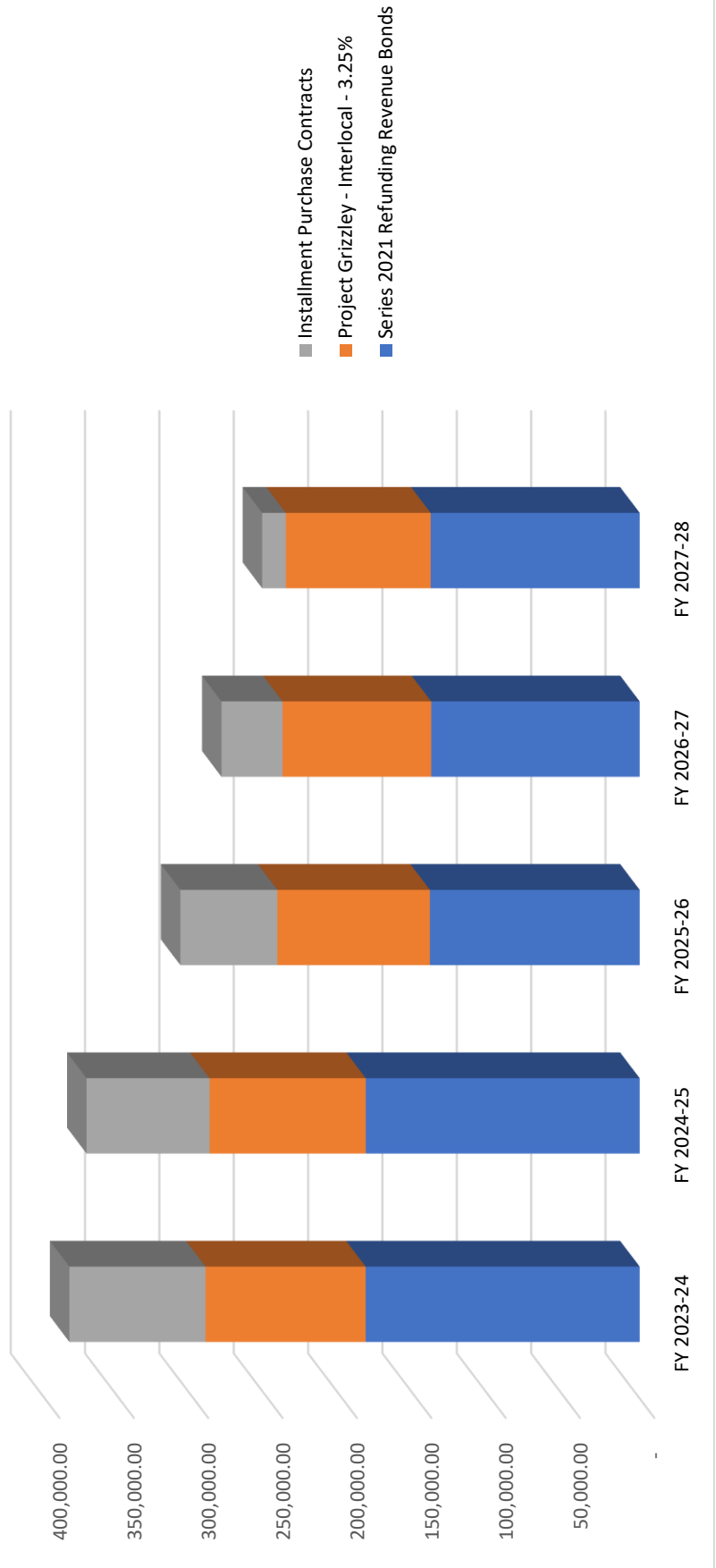
Project Grizzley - Interlocal - 3.25%

Principal	84,560.60	84,560.60	84,560.60	84,560.60	84,560.60	84,560.60
3.25% Interest	23,085.04	20,520.03	17,955.03	15,390.02	12,825.02	7,695.01
<b>Debt Retired in 2032</b>	<b>107,645.64</b>	<b>105,080.63</b>	<b>102,515.63</b>	<b>99,950.62</b>	<b>97,385.62</b>	<b>92,255.61</b>

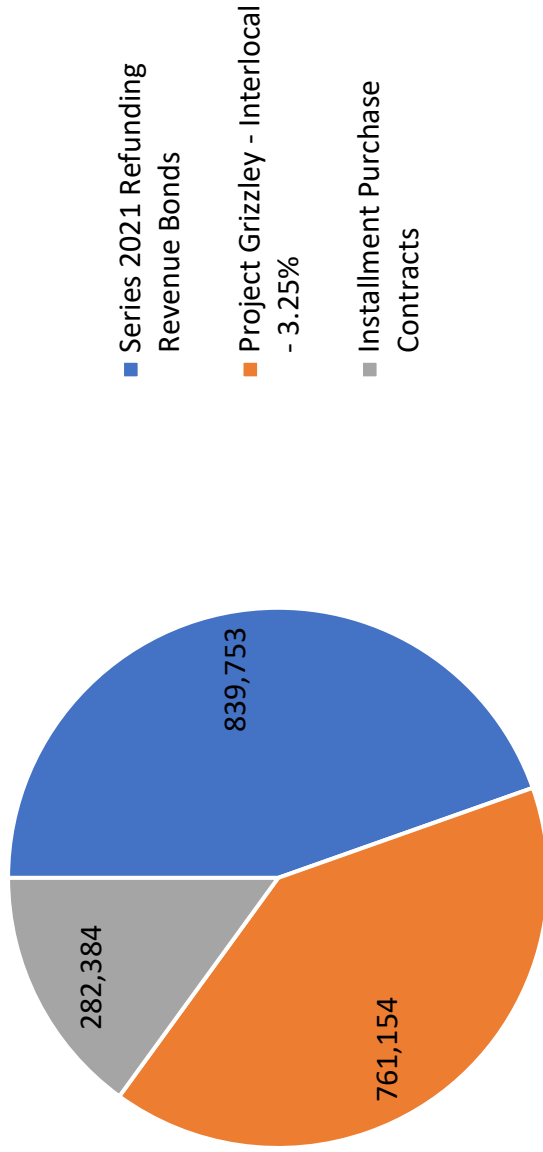
Installment Purchase Contracts

FY 19 Installment Purchase	7,621.62					
Debt Retired In 2024						
FY 20 Installment Purchase	18,518.00	17,266.67				
Debt Retired In 2025						
FY 21 Installment Purchase	24,392.50	24,392.50	24,225.77			
Debt Retired In 2026						
FY 22 Installment Purchase	25,145.86	25,145.86	25,145.86	25,145.86		
Debt Retired In 2027						
FY 23 Installment Purchase	15,882.00	15,882.00	15,882.00	15,882.00	15,882.02	
Debt Retired In 2028						
<b>Total Installment Purchase Contracts</b>	<b>91,559.98</b>	<b>82,687.03</b>	<b>65,253.63</b>	<b>41,027.86</b>	<b>15,882.02</b>	
<b>Total Debt Service - Gas Fund</b>	<b>383,470.60</b>	<b>371,909.57</b>	<b>308,854.78</b>	<b>281,198.99</b>	<b>253,844.15</b>	<b>92,255.61</b>

### Natural Gas Fund Debt Service - next 5 years



### 6/30/2023 Outstanding Debt Principal - Gas



**DEBT SERVICE - STORMWATER FUND**      FY 2023-24      FY 2024-25      FY 2025-26      FY 2026-27      FY 2027-28      FY 2028-29      FY 2029-30

Installment Purchase Contracts

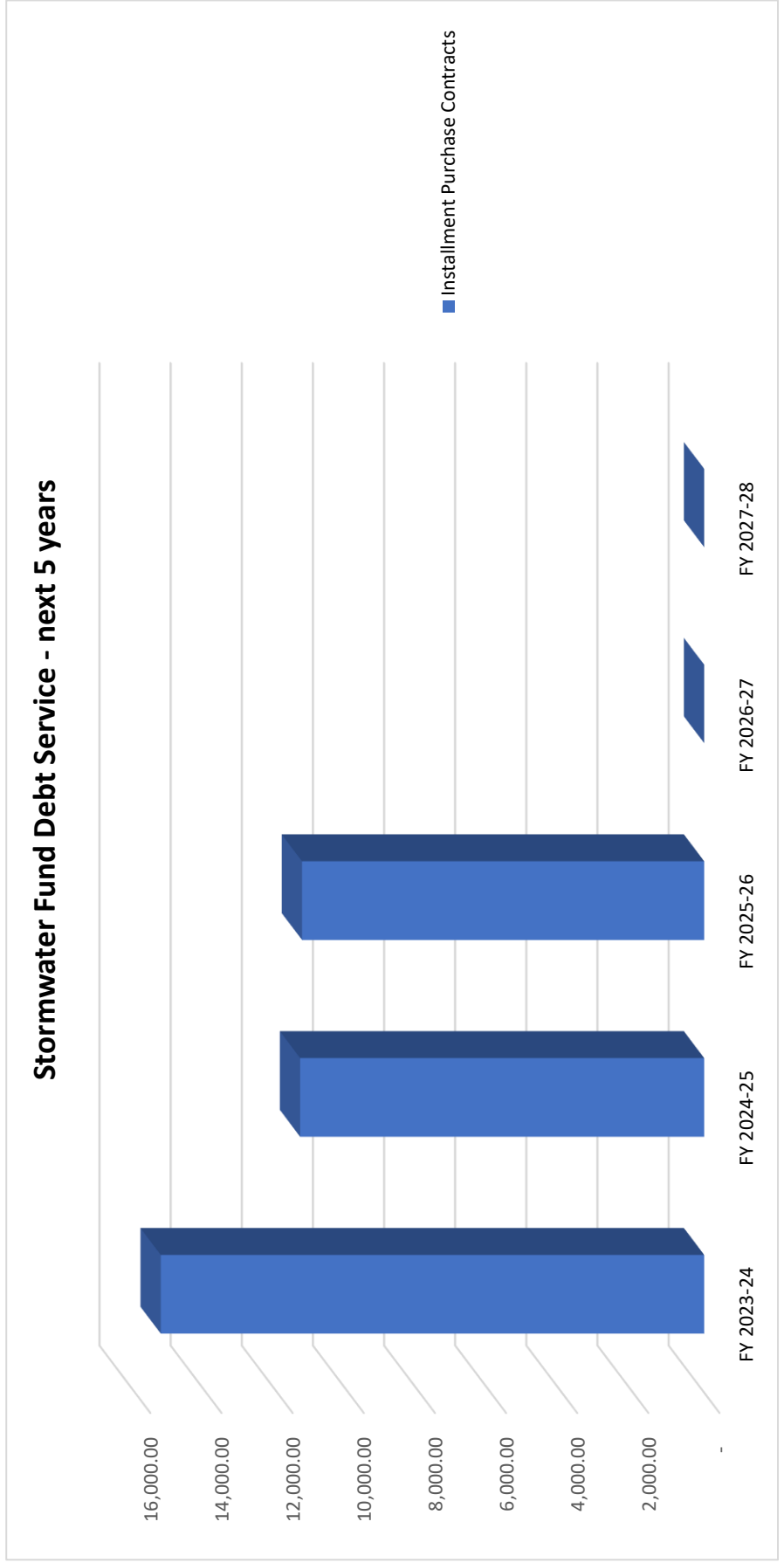
FY 19 Installment Purchase      3,919.17

Debt Retired In 2024

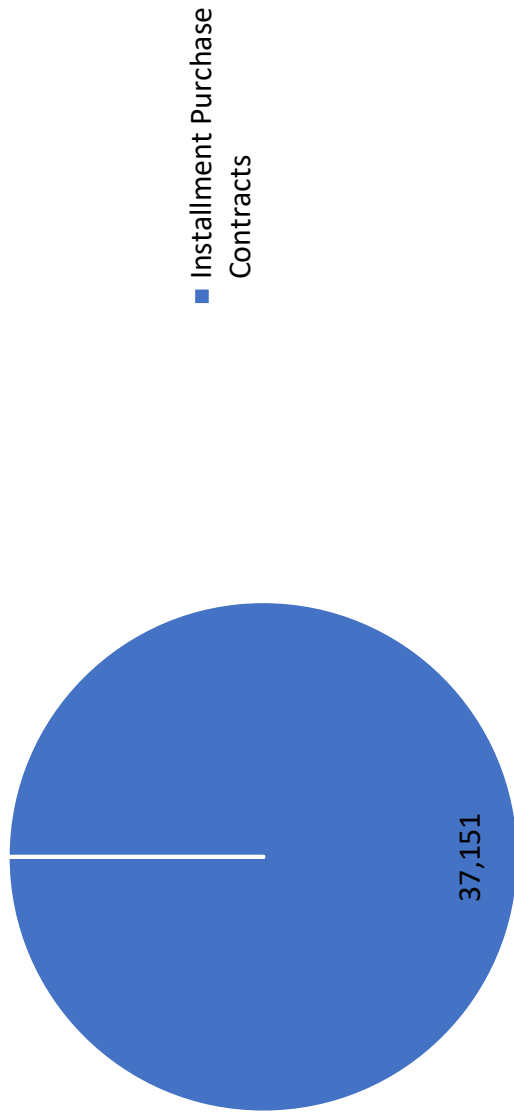
FY 21 Installment Purchase      11,357.50      11,357.50      11,304.84

Debt Retired In 2026

**Total Debt Service - Stormwater Fund**      **15,276.67**      **11,357.50**      **11,304.84**      -      -      -



**6/30/2023 Outstanding Debt Principal - Stormwater**



City of Shelby  
 For FY24 - February 2024 (66.67% of Fiscal Year)  
 Enterprise Funds Expenditures by Division

<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL APPROP</u>	<u>REVISED BUDGET</u>	<u>YTD EXPENDED</u>	<u>ENCUMB</u>	<u>AVAIL BUDGET</u>	<u>% USED</u>
Total 610711 WATER ADMINISTRATION	3,376,526	3,908,355	1,963,000.07	8,515.94	1,936,839	50.40 %
Total 610713 WATER LINES OPERATIONS	937,390	996,044	735,453.40	13,511.65	247,079	75.20 %
Total 610714 WATER PLANT OPERATIONS	2,342,416	2,408,504	1,482,146.09	233,033.52	693,324	71.20 %
Total 610 WATER FUND	<u>6,656,332</u>	<u>7,312,903</u>	<u>4,180,599.56</u>	<u>255,061.11</u>	<u>2,877,243</u>	<u>60.70 %</u>
Total 620721 SEWER ADMINISTRATION	3,121,474	3,909,500	1,696,250.69	31,565.94	2,181,684	44.20 %
Total 620723 SEWER LINES OPERATIONS	1,108,930	1,270,577	616,163.19	115,754.55	538,660	57.60 %
Total 620724 SEWER PLANT OPERATIONS	2,758,365	2,843,861	1,776,859.25	345,269.79	721,732	74.60 %
Total 620 SEWER FUND	<u>6,988,769</u>	<u>8,023,938</u>	<u>4,089,273.13</u>	<u>492,590.28</u>	<u>3,442,075</u>	<u>57.10 %</u>
Total 630731 ELECTRIC ADMINISTRATIO	3,918,825	8,493,942	6,397,863.59	74,761.29	2,021,317	76.20 %
Total 630732 ELECTRIC PURCHASE	13,760,555	13,760,555	9,372,938.21	0.00	4,387,617	68.10 %
Total 630733 ELECTRIC LINES	3,582,620	4,916,795	2,719,836.58	1,065,432.44	1,131,526	77.00 %
Total 630 ELECTRIC FUND	<u>21,262,000</u>	<u>27,171,293</u>	<u>18,490,638.38</u>	<u>1,140,193.73</u>	<u>7,540,460</u>	<u>72.20 %</u>
Total 640741 NATURAL GAS ADMINISTRA	5,135,252	5,899,107	3,676,306.76	11,541.83	2,211,258	62.50 %
Total 640742 NATUTRAL GAS PURCHASE	17,010,000	17,010,000	7,246,282.97	0.00	9,763,717	42.60 %
Total 640743 NATURAL GAS LINES	2,999,210	3,199,939	1,985,196.81	407,108.03	807,634	74.80 %
Total 640 NATURAL GAS FUND	<u>25,144,462</u>	<u>26,109,045</u>	<u>12,907,786.54</u>	<u>418,649.86</u>	<u>12,782,609</u>	<u>51.00 %</u>
Total 650751 STORMWATER ADMINISTRAT	919,527	1,317,588	764,662.84	166,919.95	386,005	70.70 %
Total 650 STORMWATER FUND	<u>919,527</u>	<u>1,317,588</u>	<u>764,662.84</u>	<u>166,919.95</u>	<u>386,005</u>	<u>70.70 %</u>

City of Shelby  
Weather Variances  
Fiscal Year to Date at February 29, 2024

Month	Average Rain*	Actual Rain	Variance	Average CDD**	Actual CDD	Variance	Average HDD**	Actual HDD	Variance
July	4.30	5.10	0.80	388	484	96	0	0	0
August	4.40	4.70	0.30	563	436	-127	0	0	0
September	3.80	0.09	(3.71)	256	258	2	5	3	-2
October	3.80	0.70	(3.10)	109	64	-45	129	148	19
November	3.40	1.60	(1.80)	0	8	8	460	411	-49
December	4.00	8.50	4.50	1	0	-1	564	574	10
January	3.90	9.90	6.00	0	0	0	810	715	-95
February	3.90	1.10	(2.80)	0	0	0	586	454	-132
March	4.70	0.00	(4.70)	24	0	-24	464	0	-464
April	3.30	0.00	(3.30)	23	0	-23	223	0	-223
May	4.40	0.00	(4.40)	116	0	-116	51	0	-51
June	4.30	0.00	(4.30)	337	0	-337	0	0	0
<b>Totals</b>	<b>48.20</b>	<b>31.69</b>	<b>(16.51)</b>	<b>1,817</b>	<b>1,250</b>	<b>(567)</b>	<b>3,292</b>	<b>2,305</b>	<b>(987)</b>

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

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

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

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

City of Shelby  
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April 1, 2024  
Don Gibson Theatre

**E. Unfinished Business:**

None

**F. New Business**

**Agenda Item: F-1**

- 1) Consideration of appointments to City advisory boards and commissions:
  - a) Airport Advisory Board

**New Business Agenda Item: (Carol Williams, City Clerk)**

**Summary of Available Information:**

- Memorandum dated March 26, 2024, from Carol Williams, City Clerk to Rick Howell, City Manager
- Airport Advisory Board roster 2023
- Attendance Report
- Applications from Albinger and Martinez

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**City Manager's Recommendation / Comments**

Volunteers are an essential part of the work the City performs each year. As always this is just a reminder that we all should work to recruit qualified and quality people to serve whenever possible. Solicitation of both qualified and interested citizens to serve on these important advisory boards remains a priority for 2023. I would challenge each of you to recruit viable candidates that possess the knowledge and willingness to serve during the coming months.

I cannot emphasize enough the importance of appointing quality people to these very important citizen boards and commissions. It is incumbent upon Council as the appointing authority to ensure members are responsible members of the community who will make decisions that reflect the established and recognized values of the City. These appointees after all reflect upon Council as the appointing authority as well as the City as they conduct business month to month.



**OFFICE OF THE  
CITY CLERK**



**Memo**

To: Rick Howell, City Manager  
From: Carol Williams, City Clerk  
Date: March 26, 2024  
Re: Appointments to City Advisory Boards

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**BOARD REVIEW:** AIRPORT ADVISORY BOARD –

The terms of three incumbents, **Robert Farrow, Dicky Amaya, and Barry Beaver** concluded February 2024. All three incumbents wish to continue their service.

There are two applications on file in the Clerk's Office –

- **Matt Albinger**
- **Gustavo Martinez**

**POSSIBLE ACTION:**

Council can begin the nominating process or take appointive action for three new terms concluding February 2026.

**Attachment:**

- A. Airport Advisory Board 2023
- B. Applications for Albinger and Martinez

**SHELBY CLEVELAND COUNTY REGIONAL  
AIRPORT ADVISORY BOARD 2023**

<b>MEMBERS</b>	<b>ADDRESS</b>	<b>TERM EXPIRATION</b>	<b>PHONE NUMBER</b>
Robert Farrow <a href="mailto:robert@farrow.me">robert@farrow.me</a>	512 Country Club Acres Shelby, NC 28150	February 2024	H: 704 419-9787
Barry G. Beaver <a href="mailto:barry@servosouth.com">barry@servosouth.com</a>	2614 Flagstone Court Shelby, NC 28152	February 2024	C: 704 692-3832 W: 704 434-4770
Dicky Amaya <a href="mailto:dickyamaya@gmail.com">dickyamaya@gmail.com</a>	610 Schneck Street Shelby, NC 28150	February 2024	H: 704 482-9110
Bill Plowden <a href="mailto:weplowden@gmail.com">weplowden@gmail.com</a>	214 Conifer Way Shelby, NC 28150	February 2025	H: 704 471-0123 C: 704 472-2083
Eric Bester <a href="mailto:ericbester@hotmail.com">ericbester@hotmail.com</a>	P O Box 2026 Shelby, NC 28151	February 2025	H: 704 471-0415 W: 704 482-2424
Paul B. Hounshell Jr. <a href="mailto:drpaulbhj@yahoo.com">drpaulbhj@yahoo.com</a>	212 Vauxhall Drive Shelby, NC 28150	February 2025	H: 704 692-8825 W: 704 482-7739
Billy A. Wright <a href="mailto:bill.wright57@gmail.com">bill.wright57@gmail.com</a>	2612 Flagstone Court Shelby, NC 28152	February 2025	H: 704 481-1351 C: 828 817-4383
Deb Hardin <a href="mailto:deb.hardin@clevelandcounty.com">deb.hardin@clevelandcounty.com</a>	518 Lee Street Shelby, NC 28152		704 472-1626

Meetings are held once per quarter during each calendar year or as needed at 12:00 Noon, Shelby-Cleveland County Regional Airport Terminal Building, 830 College Road, Shelby, NC

Two (2) year appointments

City Council Liaison: Emilie Bullock – Ward 1  
1007 Castlewood Drive  
Shelby, NC 28150  
C: 828 447-2619

E-mail: [emiliebullock@remax.net](mailto:emiliebullock@remax.net)

Staffed by: Ben Yarboro, Assistant City Manager, 704 669-2060  
[ben.yarboro@cityofshelby.com](mailto:ben.yarboro@cityofshelby.com)

Jack Poole, Airport Supervisor, 704 487-1161  
[jack.poole@cityofshelby.com](mailto:jack.poole@cityofshelby.com)

Airport Advisory Board

2023	Jan, 10	Feb	Mar	Apr, 11	May	June	July, 11	Aug	Sept	Oct, 10
Board Members:										
Dicky Amaya	P			P						P
Eric Bester	P			P			P			P
Robert Farrow	P			P			P			P
Bill Wright	P			P			P			P
Dr. Paul Hounshell	P						P			P
Bill Plowden		New Member					P			P
Barry Beaver		New Member		P						P
Emilie Bullock	P			P						
Ben Yarboro							P			P
Jack Poole	P			P			P			P
WK Dickson	P						P			P
Cleveland County							P			
Richard Fletcher	P	Term Expired								
Dr. Stephen Jones		Term Expired								

Airport Advisory Board

2024	Jan, 9	Feb	Mar	Apr, 9	May	June	July, 9	Aug	Sept	Oct, 8
Board Members:										
Dicky Amaya	P									
Eric Bester	P									
Robert Farrow	P									
Bill Wright	P									
Dr. Paul Hounshell	P	Term Expired								
Bill Plowden	P	Term Expired								
Barry Beaver	P	Term Expired								
Emilie Bullock		Term Expired								
David Causby										
Ben Yarboro										
Jack Poole	P									
WK Dickson	P									
Cleveland County										



APPLICATION FOR APPOINTMENT TO  
BOARDS AND COMMISSIONS



The Shelby City Council believes that all citizens should have the opportunity to actively participate in governmental decisions. One way of participating is by serving as a voluntary member of one of the City's boards, commissions, or committees as outlined below. If you have an interest in being considered for appointment, please complete the form below and mail it to the City Clerk, City of Shelby, P O Box 207, Shelby, NC 28151-0207 or email it to [carol.williams@cityofshelby.com](mailto:carol.williams@cityofshelby.com). If you have questions or need assistance, please call 704 669-6588. Thank you!

- Keep Shelby Beautiful Commission**
- Shelby-Cleveland County Regional Airport Advisory Commission**
- Shelby Alcoholic Beverage Control Board**
- Shelby Zoning Board of Adjustment**
- Shelby Firefighters Relief Fund Board of Trustees**
- Shelby Housing & Redevelopment Advisory Board**
- Shelby Parks & Recreation Advisory Commission**
- Shelby Planning & Zoning Advisory Board**

DATE Feb 1, 2024

NAME Gustavo A. Martinez

ADDRESS (No P O Boxes please) 312 McBrayer St

CITY / STATE / ZIP Shelby, NC, 28150

DO YOU RESIDE WITHIN THE CITY OF SHELBY'S CORPORATE LIMITS?  
Yes

DO YOU RESIDE WITHIN THE CITY OF SHELBY'S EXTRATERRITORIAL JURISDICTION (ETJ)?  
No

WARD Ward 4

PHONE NUMBERS: Home (980) 295-5551 Work (980) 295-5551

EMAIL ADDRESS gustavomartinez0@yahoo.com

OCCUPATION IT and Business Consulting; Photography

EDUCATIONAL BACKGROUND BSc in Computer Science and MSc in Economics (Planning) Utah State University

BOARD OR COMMISSION INTERESTED IN:

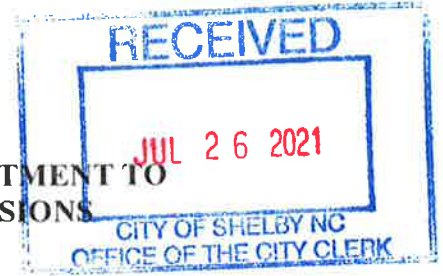
1. Planning and Zoning
2. Zoning Board
3. Regional Airport Advisory

OTHER COMMENTS:

SIGNATURE  DATE Feb 1, 2024



APPLICATION FOR APPOINTMENT TO  
BOARDS AND COMMISSIONS



The Shelby City Council believes that all citizens should have the opportunity to actively participate in governmental decisions. One way of participating is by serving as a voluntary member of one of the City's boards, commissions, or committees as outlined below. If you have an interest in being considered for appointment, please complete the form below and mail it to the City Clerk, City of Shelby, P O Box 207, Shelby, NC 28151-0207 or email it to [bernie.parduski@cityofshelby.com](mailto:bernie.parduski@cityofshelby.com). If you have questions or need assistance, please call 704 669-6588. Thank you!

- Keep Shelby Beautiful Commission
- Shelby-Cleveland County Regional Airport Advisory Commission
- Shelby Alcoholic Beverage Control Board
- Shelby Zoning Board of Adjustment
- Shelby Firefighters Relief Fund Board of Trustees
- Shelby Housing & Redevelopment Advisory Board
- Shelby Parks & Recreation Advisory Commission
- Shelby Planning & Zoning Advisory Board

DATE 26 July 2021

NAME Matthew Albinger

ADDRESS (No P O Boxes please) 801 W. Warren St.

CITY / STATE / ZIP Shelby, NC 28150

DO YOU RESIDE WITHIN THE CITY OF SHELBY'S CORPORATE LIMITS?  
yes

DO YOU RESIDE WITHIN THE CITY OF SHELBY'S EXTRATERRITORIAL JURISDICTION (ETJ)?  
No

WARD 4

PHONE NUMBERS: Home 704 718-8998 Work 980 345-1374

EMAIL ADDRESS albymatt69@gmail.com

OCCUPATION Electrical Project Engineer

EDUCATIONAL BACKGROUND BSEE

BOARD OR COMMISSION INTERESTED IN:

- Planning & Zoning Advisory Board
- Housing & Redevelopment Advisory Board
- Cleveland County Regional Airport Advisory Commission

OTHER COMMENTS:

SIGNATURE [Signature] DATE 26 July 2021

City of Shelby  
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Agenda Item: G

City Manager's Report

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

Agenda Item: H

Council Announcements and Remarks

I. Adjournment:

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

- 1) Motion to adjourn