Shelby City Council Agenda
Regular Meeting
November 17, 2025 at 6:00 p.m.

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

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

Invocation

Pledge of Allegiance

A. Approval of Agenda

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

1) Motion to adopt the agenda as proposed or amended

B. Special Presentation:

1) Uptown Shelby Association update, Carly Bostic, Executive Director

C. Public Comment:

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

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 November 3, 2025 **1-7**

2) Adoption of a FY 2025-2026 budget ordinance amendment #4: Ordinance No. 58-2025 **8-18**

3) Adoption of a FY 2025-2026 budget ordinance amendment #5: Ordinance No. 59-2025 — 19-21

4) Adoption of a FY 2025-2026 budget ordinance amendment #6: Ordinance No. 60-2025 — 22-50

5) Adoption of a FY 2025-2026 budget ordinance amendment #7: Ordinance No. 61-2025 — 51-63

6) Adoption of a project budget ordinance amendment for the City of Shelby's City Hall Annex Renovation Project: Ordinance No. 62-2025 — 64-100

7) Approval of a project budget ordinance amendment for the City of Shelby's Carolina Thread Trail Project: Ordinance No. 63-2025 — 101-104

8) Approval of a resolution requesting the Cleveland County Board of County Commissioners to appoint an Extraterritorial Jurisdiction (ETJ) representative to the City of Shelby Board of Adjustment: Resolution No. 89-2025 — 105-106

9) Approval of a resolution approving acceptance of maintenance and ownership of the water and sewer infrastructure extensions for Phase I of the Fincastle Glen Subdivision: Resolution No. 90-2025 — 107-114

10) Approval of a resolution approving acceptance of maintenance and ownership of the water and sewer infrastructure extensions for the Cleveland Hill Subdivision: Resolution No. 91-2025 — 115-121

11) Management Reports: — 122-123

a) Shelby-Cleveland County Regional Airport report

END OF CONSENT AGENDA

E. Unfinished Business:

1) Approval of a resolution authorizing the City Manager to solicit bids for the restoration of the historic Webbley Project: Resolution No. 92-20205 — 124-127

F. New Business: 128

None

G. City Manager's Report 128

H. Council Announcements and Remarks 128

I. Adjournment: 128

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

1) Motion to adjourn

B. Special Presentations:

Agenda Item B-1

1) Uptown Shelby Association update, Carly Bostic, Executive Director

Presenting: (Carly Bostic)

- Presentation

City Manager's Recommendation / Comments

This time is scheduled on your agenda to allow Carly Bostic, Executive Director of Uptown Shelby Association, to update the City Council.

C. Public Comment:

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

Members of the public are asked to sign up prior to the meeting indicating their name and street address for the record. Members of the public are asked to print your name and address so that the Mayor may appropriately recognize you.

A reminder that it has been past practice of City Council to only listen to public comment without reply except to refer citizens with requests and concerns to the Office of the City Manager so that they may be addressed in a timely fashion or included on a future agenda for consideration by Council. If this is warranted and directed by City Council.

D. Consent Agenda:

Agenda Item: D-1

1) Approval of the Minutes of the Regular Meeting of November 3, 2025

Consent Agenda Item: (Carol Williams, City Clerk)

Summary of Available Information:

Please read and offer changes as you deem necessary.

- Minutes of the Regular Meeting of November 3, 2025

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 **November 3, 2025**
City Hall Council Chambers **Monday, 6:00 p.m.**

Present: Mayor O. Stanhope Anthony, III, presiding; Council Members Andrew Hopper, Sr., Violet Arth, David White, Emilie Bullock and Charles Webber; City Manager Rick Howell, MPA, ICMA-CM, Assistant City Manager Ben Yarboro, Assistant City Manager Justin Longino, MBA, City Attorney Jason Lunsford, City Clerk Carol Williams, Director of Finance Elizabeth (Beth) Beam, CPA, Director of Human Resources Deborah (Deb) Jolly, Chief of Police Brad Fraser, Fire Chief William Hunt, EFO, Public Works Director Scott Black, Director of Water Resources Brian Wilson, Director of Planning and Development Services Brian Burgess, and Public Information and Communications Officer Chip Nuhrah

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

Mr. Hopper led the Pledge of Allegiance with the assistance of Boy and Girl Scout Troop 101 from First Baptist Church, Shelby, North Carolina.

A. Approval of agenda:

Mr. Hopper requested Council remove Item C-1 under Unfinished Business entitled "Approval of a resolution adopting the Imagine Shelby Comprehensive Plan"

1) Motion to adopt the agenda as amended by Mr. Hopper.

ACTION TAKEN: Upon a motion by Mr. Hopper, City Council voted unanimously to approve the amended agenda as proposed.

B. Consent Agenda:

Mayor Anthony presented the consent agenda. Ms. Arth moved to approve the consent agenda, and the following items were unanimously adopted:

1) **Approval of the Minutes of the Regular Meeting of October 20, 2025**

2) **Approval of a resolution honoring Adam Maurice Howell on the occasion of his retirement from employment with the City of Shelby: Resolution No. 87-2025**

3) **Approval of a resolution establishing a policy for the Fallen Heroes' Memorial at the Raper-Roark Park: Resolution No. 88-2025**

DRAFT

4) **Adoption of a budget ordinance amendment for the City of Shelby's TAMP Resurfacing Project: Ordinance No. 57-2025**

5) **Management Report:**

   a) **CPEC update, July, 2025**

END OF CONSENT AGENDA

C. Unfinished Business:

Item C-1 Removed

D. New Business

None

E. City Manager's Report:

- **The City Manager thanked the City of Shelby employees for their generosity to the United Way. They have pledged to give $240,512.50 through payroll deductions to the United Way for 2026 which is over $12,000 more than what was pledged last year. Ms. Arth inquired if the City could match that amount. Mr. Howell said discussions during next year's budget workshop would be needed, and there may be some statutes that need to be reviewed.**
- **City staff has heard from many people about the number of roads the City has torn up with construction happening all over the City. We have more than one project going on at a time, but we are trying to better serve the citizens with improved infrastructure.**
- **Mr. Longino updated Council on the Webbley project by stating that at the November 17th Council meeting there should be a resolution allowing staff to solicit bids for the Webbley project. The architect is currently working on plans and estimates for the project. The timeline is November 17th to approve staff to solicit bids, with a 60 days' timeframe to accept bids, so bid approval will be sometime in February, 2026. In conjunction with this project, DFI will be here at the December 1st Council meeting to talk through the solicitation of partners for the Hotel Charles and Webbley projects. If someone is interested in both projects, they can bid for both at the same time.**
- **Mr. Yarboro updated Council on the following projects:**
  - **24" Crosstown Waterline – This project installs 8,750 feet of 24" waterline from the intersection of Morgan and Graham Streets, then all the way down Graham Street to Beaumonde Avenue, and down S. Washington Street to the South tank. The new waterlines will improve flow and water pressure in the South and East sides of town. 4,900**

DRAFT

feet of the waterline has been installed to date. South Washington Street should be paved in early December. At the DeKalb Street and Graham Street intersection they will start to bore under that street next week. Final completion of this project is scheduled for February 2026.

- The Carolina Harmony Trail - Phase II consists of going from Marion Street to S. DeKalb Street near Shelby Middle School. This is an 18-month contract with the first 9 months focused on Marion Street to Graham Street, and the second 9 months focused on Gardner Street to S. DeKalb Street. The area at Depot Park is a separate project.
- TAMP – Phase III consists of resurfacing 18.6 miles of city streets. Bid opening for Phase III will be November 25th. Contract award consideration will be brought to Council at the December 15th meeting. Phase I of the TAMP project consisted of 18 miles of roads, Phase II is currently being finalized and consists of 15.5 miles. When this project is complete, there will be 52 miles of the 125 miles of streets that the City owns and maintains resurfaced.
- Depot Park – This project was originally bid in August 2024, but the bids we received were too high, so new plans were rescoped. These plans from Destination by Design have been finalized and will go out for bid tomorrow. Bid opening will be December 4th with the contract award resolution on the December 15th Council agenda.

Mr. Howell stated all the projects that are ongoing or being designed are to better serve the citizens – short term pain for long term gain scenario. Mr. Howell commended Mr. Yarboro and Mr. Wilson for their diligent work in getting these projects accomplished.

Mr. Howell stated that when the hot water heater leak occurred in the Council Chamber it was a good time for the City to update the Council Chambers which had not been updated since the 1970s. Mr. Howell commended Mr. Longino, along with designer Jerre Eaker, our contractor, TC Strickland, and our technology team for their hard work.

F. Council Announcements and Remarks:

- Mayor Anthony thanked Mr. Longino for his leadership in getting the Council Chamber project completed, it was an outstanding job and a good use of taxpayer money.
- Mayor Anthony noted some upcoming events such as the Wall of Fame unveiling next Saturday at 11:00, the Christmas parade on November 30th and the Tree Lighting on November 29th.
- Ward 3 vacancy process needs to be decided. Mayor Anthony suggested we follow the procedure we've used in the past which is – we advertise the vacancy until December 5th, accepting applications and letters of interest, and then possibly decide based on those interested applicants at the

DRAFT

December 15th meeting. The new person can be sworn in at our first meeting in January. By consensus, Council agreed with this process.

- Mayor Anthony inquired whether we have to advertise in the paper or what are the requirements to fill the vacancy. Mr. Lunsford said the only requirements are that the applicant has to be at least 18 years of age, and a resident of Ward 3.
- Ms. Bullock and Ms. Arth commented on the new Council Chambers and how nice everything looks and thanked all those involved.
- Ms. Arth also encouraged everyone to vote tomorrow, November 4th.
- Mr. White thanked all the city employees that were so generous in their giving to the United Way. He also commented on how great the Council Chamber looks.
- Mr. Webber gave kudos to the employees that gave to the United Way. He said the City has historically been one of the top giving local government agencies in the United States. Mr. Webber thanked our two Assistant City Managers for their work in managing all the recent projects. He also encouraged those that can vote, to go out and vote tomorrow.
- Mr. Hopper reminded everyone of the event honoring the Men's 50 Greatest Basketball players in Cleveland County on November 8th at Holly Oak Park; many Hall of Fame players will be in attendance. He also commended the great work in renovating the Council Chambers; this is something we can be proud of.

Mr. Howell concluded by stating that the City Park is doing a Toy Drive again this year so that every elementary child will receive a toy this holiday season. If you're inclined, please purchase a $10 toy, bring it to the City Park unwrapped and it will be distributed to the elementary schools for them to hand out.

G. Adjournment:

1) Motion to adjourn

ACTION TAKEN: Upon a motion made by Ms. Arth, City Council voted unanimously to adjourn the meeting at 6:33 p.m.

Respectfully submitted,

Carol Williams
City Clerk

O. Stanhope Anthony, III
Mayor

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Agenda Item: D-2

2) Adoption of a FY 2025-2026 budget ordinance amendment #4: Ordinance No. 58-2025

Consent Agenda Item: (Ben Yarboro, Assistant City Manager)

Summary of Available Information:

- Memorandum dated November 12, 2025, from Ben Yarboro, Assistant City Manager from Rick Howell, City Manager
- Memorandum dated November 5, 2025, from Ronnie Davis, Energy Services Operations Manager to Beth Beam, Director of Finance
- Cleveland County Justice Center (CCJC) Primary Electric Layout, Fincastle Glen Subdivision Underground Electric Layout, Willowbrook Subdivision Underground Electric Layout, Willow Estates Subdivision Underground Electric Layout
- Ordinance No. 58-2025

City Manager's Recommendation / Comments

It is recommended that Ordinance No. 58-2025 be adopted and approved via the Consent Agenda.

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Rick Howell, City Manager**

From: **Ben Yarboro, Assistant City Manager**

RE: **Electric Budget Amendment – Transformers for Cleveland County Justice Center (CCJC) and Fincastle Glen, Willowbrook, and Willow Estates Subdivisions**

Date: **November 12, 2025**

Background

As detailed in the attached memo from Ronnie Davis, Energy Services Operations Manager, the City of Shelby is the electric provider to multiple development projects that are under construction, including, but not limited to, the Cleveland County Justice Center and the following 3 residential subdivisions: Fincastle Glen, Willowbrook, and Willow Estates. In an effort to deal with the extremely long delivery lead times for transformers over the last several years, the City has purchased a substantial number of electric transformers that are now assets within the Cty's warehouse inventory. As these transformers are removed from the warehouse inventory and placed in service, the Electric Operating Budget must pay the City of Shelby warehouse account for this equipment.

For the aforementioned development projects, the City was required to install 46 transformers which will provide electric service to 247 single family residential customers and the Cleveland County Justice Center.

Recommendation

City staff recommends approval of a budget amendment of $334,000.00 to transfer funds from the Electric Fund Balance into the Electric Line System Growth (630733-56004) account for the cost of the forty-six (46) transformers for the projects listed above.

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

Attachments:

- Memo from Ronnie Davis, Energy Services Operations Manager
- Cleveland County Justice Center (CCJC) Primary Electric Layout
- Fincastle Glen Subdivision Underground Electric Layout
- Willowbrook Subdivision Underground Electric Layout
- Willow Estates Subdivision Underground Electric Layout

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Beth Beam, Director of Finance**

From: **Ronnie Davis, Energy Services Operations Manager**

CC: **Ben Yarboro, Assistant City Manager**
Marcus Kennedy, Electric Superintendent

RE: **Electric Line Budget Amendment – Transformers for Cleveland County Justice Center (CCJC) and Fincastle Glen, Willowbrook, and Willow Estates Subdivisions**

Date: **November 5, 2025**

Background

The City of Shelby Electric Department currently has multiple infrastructure projects that are underway that involve the installation of ninety (90) transformers that either have already been installed or will be installed in the near future. These projects include: Cleveland County Justice Center (CCJC), Fincastle Glen Subdivision, Willowbrook Subdivision, and Willow Estates Subdivision. Infrastructure funds for these projects was designated from the Electric Fund Balance to include the underground electric materials and/or labor, but since the transformers were already in City Warehouse inventory, the funds that would be needed to cover the cost to check the transformers out of warehouse inventory were not accounted for in the original calculations. The City has already purchased the transformers through the City's "cash account" that is used to purchase warehouse inventory, so these requested funds would go into the Electric Line System Growth (630733-56004) account and would be used replenish the "cash account" that was used to purchase the transformers from the supplier as they are checked out of inventory. The requested funds would be appropriated to the System Growth account so that the Electric Line budget will not be out of balance at the end of the Fiscal Year. Since the cost of the transformers for these projects was not accounted for in the FY26 Electric Line budget, the System Growth account will not have enough funds to support these charges when the transformers are checked out of warehouse inventory.

Review

Below is a breakdown of the number of transformers and total cost of that will be needed to complete the four (4) projects listed above:

Project	Quantity	Transformer	Unit Cost	Total
Fincastle Glen Subdivision	3	25 kVA	$6,343	$19,029
	7	50 kVA	$6,453	$45,171
Willowbrook Subdivision	7	25 kVA	$6,343	$44,401
	13	50 kVA	$6,453	$83,889
Willow Estates Subdivision	8	25 kVA	$6,343	$50,744
	5	50 kVA	$6,453	$32,265
Cleveland County Justice Center (CCJC)	1	750 kVA	$11,285	$11,285
	1	1000 kVA	$19,552	$19,552
	1	1500 kVA	$27,594	$27,594
	46		**Total Cost**	**$333,930**

Recommendation

City staff recommend a budget amendment of $334,000.00 to transfer funds from the Electric Fund Balance into the Electric Line System Growth (630733-56004) account to cover the cost of the forty-six (46) transformers for the projects listed above.

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

Attachments:

- Cleveland County Justice Center (CCJC) Primary Electric Layout
- Fincastle Glen Subdivision Underground Electric Layout
- Willowbrook Subdivision Underground Electric Layout
- Willow Estates Subdivision Underground Electric Layout



P#1

RM	INST
	45-3
	UG3-3
	UG11-1(PVC)
	2CDE
	E1-2X
	E1-2
	F1-X
	E3-10
	(D)M2-11

P#2

RM	INST
	40-3
	C1-F
	UG3-3
	UG11-1(RIGID)
	(D)M2-11

P#0277

RM	INST
	UM5(SEC)

P#0284

RM	INST
	CDE

P#0285

RM	INST
	CDE

P#4469

RM	INST
35	
E2	
E1	
F	

P#4510

RM	INST
45	45-3
1X8D	C7-F
5PDE	2A5-1
2PRI JUMPER	G310 (3-50)
3FC	3CDE
3LA	UM5(SEC)
3-50KVA	E1-2X
BKT(TX)	E1-2
3CDE	E3-10
2NDE	(D)M2-11
2J1	
UM5(SEC)	
E1	

P#4512

RM	INST
45	
1X8D	
6PDE	
3CDE	
NDE	
50KVA	
3STL	
3INS(PIN)	
3PRI JUMPER	

P#4513

RM	INST
45	
21X10D	
9PDE	
3WIRE RACK	
3J1	
4CDE	
3NDE	
SLB	
E2	
6PRI JUMPER	
4STL	
4INS(PIN)	
PHOTOCELL	

P#4514

RM	INST
40	
1X10D	
6STL	
3WIRE RACK	
CCA1	
CDE	
SLB	

P#4515

RM	INST
45	
1X8F	
PTP	
2STL	
3INS(PIN)	
3FC	
BKT(TX)	
3-50KVA	
2NDE	
2CDE	
CCA1	

P#4517

RM	INST
35	
E1	
E2	
F	

P#4518

RM	INST
45	
1X8D	
6STL	
6INS(PIN)	
CDE	
J1	
SLB	

P#4519

RM	INST
45	35-6
1X8D	UM5(SEC)
6PDE	2CDE
2PTP	2E1-2
4STL	F1-X
6INS(PIN)	E3-10
3LA	(B)M2-12
3FC	
BKT(TX)	
3-25KVA	
4CDE	
2NDE	
SLB	
E2	
E2 INS	

P#4520

RM	INST
45	
1X8D	
2PTP	
4STL	
6INS(PIN)	
25KVA	
SLB	
FC	
J1	
2CDE	

P#4524

RM	INST
UG2-1	UG3-3

P#4556

RM	INST
35	
CDE	
UM5(SEC)	
SLB	
E1	
F	

P#4557

RM	INST
1X8	C7
3STL	E1-2X
3INS(PIN)	F1-X
	E3-10

P#4558

RM	INST
35	30-5
SLB	SLB
3CDE	UM5(SEC)
UM5(SEC)	

P#8765

RM	INST
45	
1X8	
PTP	
2STL	
3INS(PIN)	
NDE	
CDE	
NEU JUMPER	

PC1/SW1

RM	INST
UM33(PRI. ENCL.)	UM3E-3-9(2 WAY 200A)
6UM6-1(200A ELBOW)	(2 WAY 600A)
3UM6-34(ARRESTOR)	UM1-7NC(BOX PAD)
	6UM6-1(200A ELBOW)
	6UM6-3(600A ELBOW)
	3UM6-4(FAULT IND.)
	UM48-2(GRD. ASSY.)

PC2/SW2

RM	INST
UM33(PRI. ENCL.)	UM3E-3-9(2 WAY 200A)
3UM6-1(200A ELBOW)	(2 WAY 600A)
3UM6-34(ARRESTOR)	UM 1-7NC(BOX PAD)
	3UM6-1(200A ELBOW)
	6UM6-3(600A ELBOW)
	3UM6-4(FAULT IND.)
	UM48-2(GRD. ASSY.)

SW3

RM	INST
	UM3E-3-9(2 WAY 200A)
	(2 WAY 600A)
	UM1-7NC(BOX PAD)
	3UM6-1(200A ELBOW)
	6UM6-3(600A ELBOW)
	3UM6-4(FAULT IND.)
	3UM6-10(INSULATED CAP)
	UM48-2(GRD. ASSY.)

PC3

RM	INST
	UM33(PRI. ENCL.)
	3UM6-22(4-POINT JUNCT.)
	9UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	3UM6-4(FAULT IND.)
	UM48-2(GRD. ASSY.)

PC4

RM	INST
	UM33(PRI. ENCL.)
	3UM6-22(4-POINT JUNCT.)
	9UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	3UM6-4(FAULT IND.)
	UM48-2(GRD. ASSY.)

PC5

RM	INST
	UM33(PRI. ENCL.)
	3UM6-22(4-POINT JUNCT.)
	4UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	1UM6-4(FAULT IND.)
	5UM6-10(INSULATED CAP)
	UM48-2(GRD. ASSY.)

TX1

RM	INST
	UG17(1500KVA)
	3UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	UM48-2(GRD. ASSY.)
	4UJ2-8

TX2

RM	INST
	UG17(750KVA)
	3UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	UM48-2(GRD. ASSY.)
	4UJ2-8

TX3

RM	INST
	UG17(1000KVA)
	3UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	UM48-2(GRD. ASSY.)
	4UJ2-8

TX4

RM	INST
	UG7-1
	UG17(150KVA)
	3UM6-1(200A ELBOW)
	3UM6-34(ARRESTOR)
	UM48-2(GRD. ASSY.)
	4UJ2-8

TX5

RM	INST
	UM1-5NC
	UG7B(25KVA)
	1UM6-1(200A ELBOW)
	1UM6-34(ARRESTOR)
	UM48-2(GRD. ASSY.)
	3UJ2-4

SHH(ea.)

RM	INST
	UM-SHH
	3CONN. BLK.

L(ea.)

RM	INST
	M26-6
	3CONN. BLK.
	3FUSES

M1, M2, M3

RM	INST
	UM5(BLD)

LEGEND

- POLE
- SINGLE–PHASE TRANSFORMER
- TWO–PHASE TRANSFORMER
- THREE–PHASE TRANSFORMER
- SINGLE–PHASE PAD MOUNTED TRANSFORMER
- THREE–PHASE PAD MOUNTED TRANSFORMER
- PC MULTI–PHASE PRIMARY CABINET
- SWITCH CABINET
- STREETLIGHT
- ANCHOR AND GUY
- OVERHEAD GUY
- PRIMARY OVERHEAD DISTRIBUTION LINE
- PRIMARY UNDERGROUND DISTRIBUTION LINE
- SECONDARY UNDERGROUND LINE
- SECONDARY LINE
- STREETLIGHT #4 URD DPX IN 1 1/4" HDPE

EXISTING TO REMAIN
EXISTING TO REMOVE
NEW TO INSTALL

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	11/6/24	ISSUED FOR CONSTRUCTION			

SCALE:	1" =60'
DATE ISSUED:	11/06/24
DESIGNED BY:	MAD
DRAWN BY:	MAD
CHECKED BY:	MAD
APPROVED BY:	MAD

PROGRESSIVE ENGINEERING CONSULTANTS, INC.
Complete Power Engineering Services
P.O. BOX 690638
CHARLOTTE, N.C. 28227
OFFICE (704) 545-7327
FAX (704) 545-2315

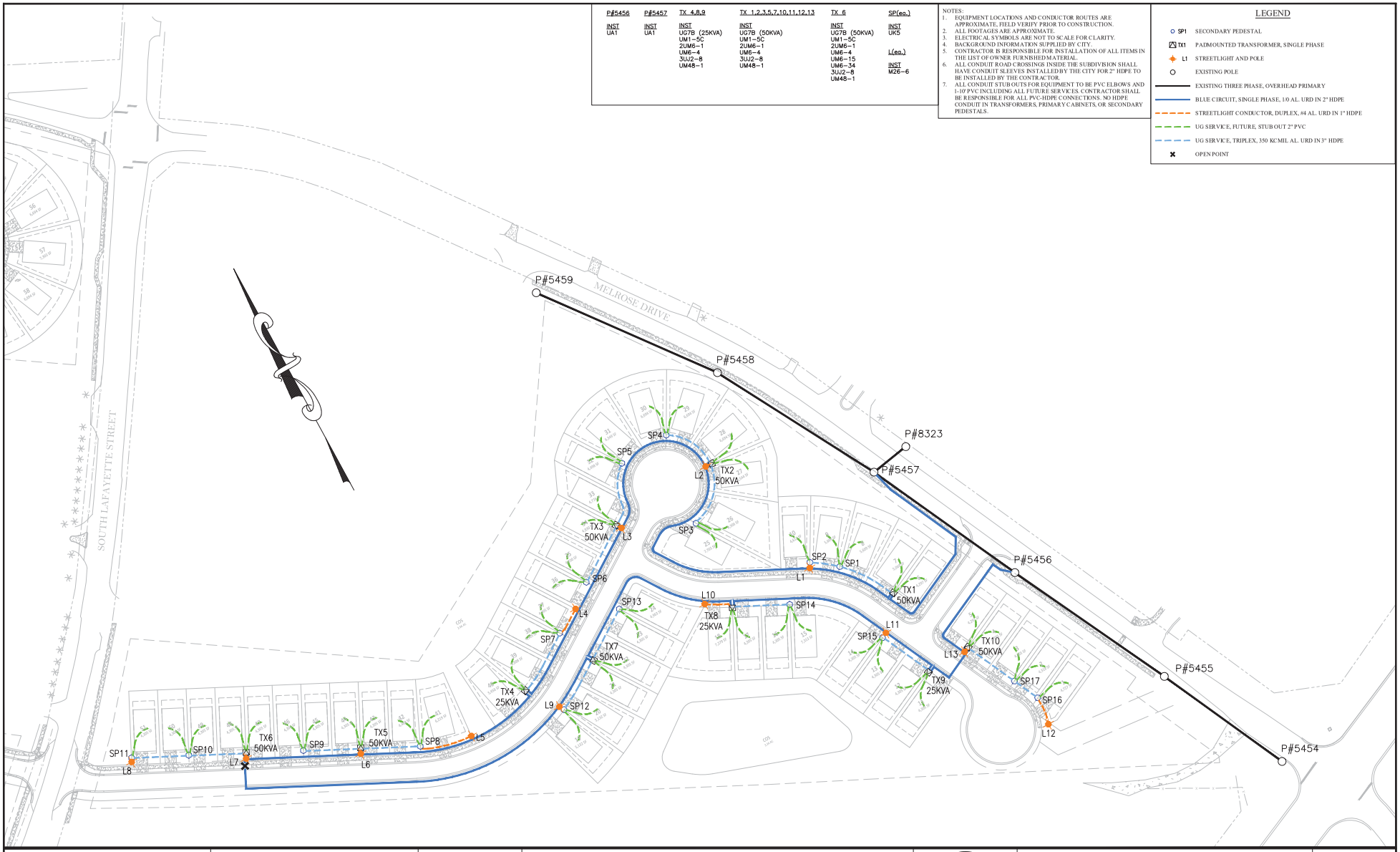
NORTH CAROLINA PROFESSIONAL SEAL 39228 ENGINEER MICHAEL A. DAWSON 11/06/2024

CITY OF SHELBY
SHELBY, NORTH CAROLINA

CLEVELAND COUNTY JUSTICE CENTER
PRIMARY ELECTRIC LINE RELOCATION

DRAWING NO. 170-93-001

SHEET NO. 1 of 1



P#5456	P#5457	TX 4,8,9	TX 1,2,3,5,7,10,11,12,13	TX 6	SP(eq.)
INST	INST	INST	INST	INST	INST
UA1	UA1	UG7B (25KVA)	UG7B (50KVA)	UG7B (50KVA)	UK5
		UM1-5C	UM1-5C	UM1-5C	
		2UM6-1	2UM6-1	2UM6-1	L(eq.)
		UM6-4	UM6-4	UM6-4	
		3UJ2-8	3UJ2-8	UM6-15	INST
		UM48-1	UM48-1	UM6-34	M26-6
				3UJ2-8	
				UM48-1	

NOTES:
1. EQUIPMENT LOCATIONS AND CONDUCTOR ROUTES ARE APPROXIMATE, FIELD VERIFY PRIOR TO CONSTRUCTION.
2. ALL FOOTAGES ARE APPROXIMATE.
3. ELECTRICAL SYMBOLS ARE NOT TO SCALE FOR CLARITY.
4. BACKGROUND INFORMATION SUPPLIED BY CITY.
5. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL ITEMS IN THE LIST OF OWNER FURNISHED MATERIAL.
6. ALL CONDUIT ROAD CROSSINGS INSIDE THE SUBDIVISION SHALL HAVE CONDUIT SLEEVES INSTALLED BY THE CITY FOR 2" HDPE TO BE INSTALLED BY THE CONTRACTOR.
7. ALL CONDUIT STUB OUTS FOR EQUIPMENT TO BE PVC ELBOWS AND 1-10' PVC INCLUDING ALL FUTURE SERVICES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PVC-HDPE CONNECTIONS. NO HDPE CONDUIT IN TRANSFORMERS, PRIMARY CABINETS, OR SECONDARY PEDESTALS.

LEGEND

- SP1 — SECONDARY PEDESTAL
- TX1 — PADMOUNTED TRANSFORMER, SINGLE PHASE
- L1 — STREETLIGHT AND POLE
- EXISTING POLE
- EXISTING THREE PHASE, OVERHEAD PRIMARY
- BLUE CIRCUIT, SINGLE PHASE, 1/0 AL. URD IN 2" HDPE
- STREETLIGHT CONDUCTOR, DUPLEX, #4 AL. URD IN 1" HDPE
- UG SERVICE, FUTURE, STUB OUT 2" PVC
- UG SERVICE, TRIPLEX, 350 KCMIL AL. URD IN 3" HDPE
- OPEN POINT

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

SCALE:	1" =60'
DATE ISSUED:	02/12/25
DESIGNED BY:	MAD
DRAWN BY:	MAD
CHECKED BY:	MAD
APPROVED BY:	MAD

PROGRESSIVE ENGINEERING CONSULTANTS, INC.
Complete Power Engineering Services
P.O. BOX 690638
CHARLOTTE, N.C. 28227
OFFICE (704) 545-7327
FAX (704) 545-2315

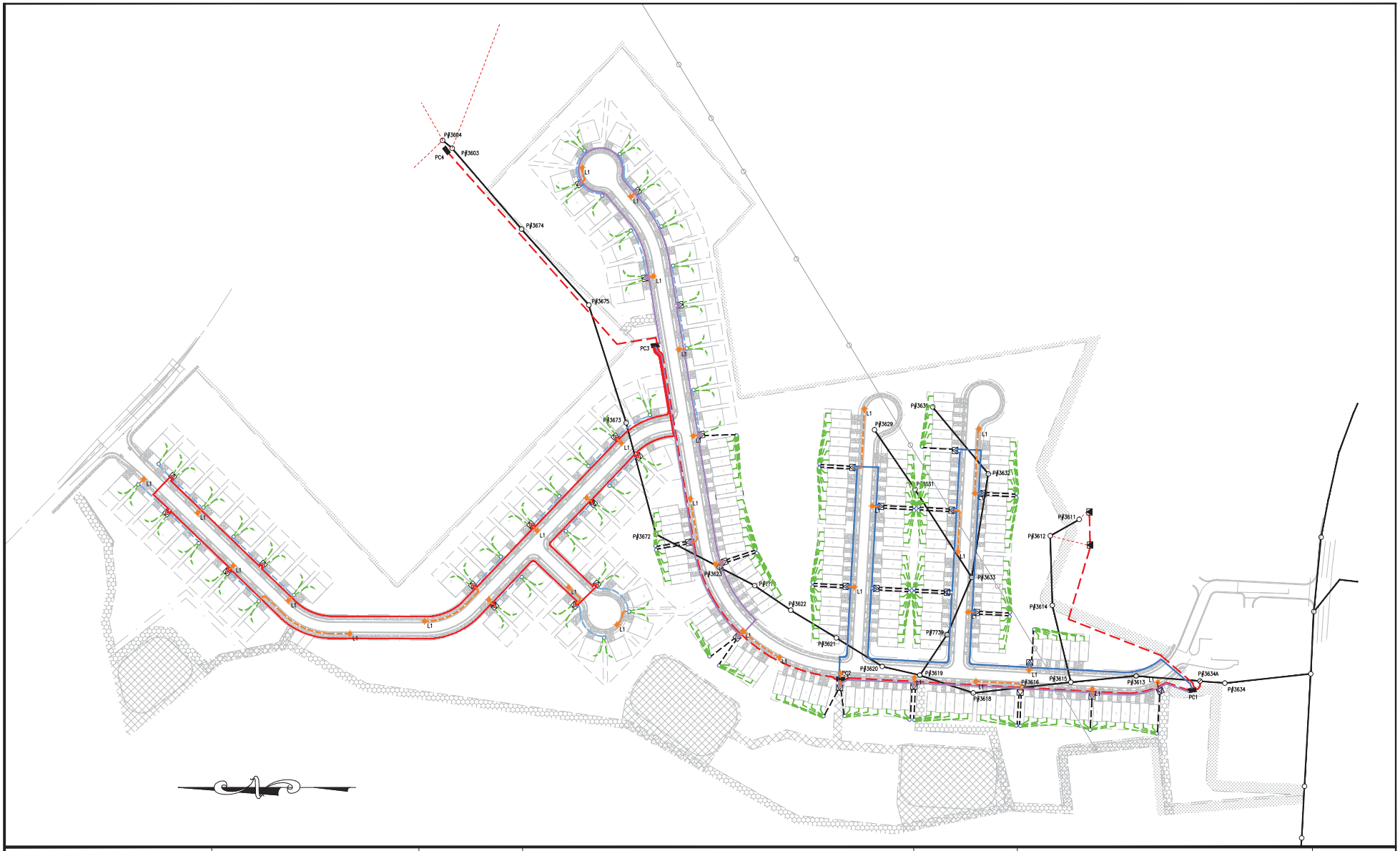
NORTH CAROLINA PROFESSIONAL SEAL 36226 ENGINEER MICHAEL A. DAVIS

CITY OF SHELBY
SHELBY, NORTH CAROLINA

FINCASTLE GLEN SUBDIVISION
UNDERGROUND ELECTRIC LAYOUT

DRAWING NO. 170-104-001

SHEET NO. 1 of 1



REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

SCALE:	1" =100'
DATE ISSUED:	3/10/23
DESIGNED BY:	MAD
DRAWN BY:	MAD
CHECKED BY:	MAD
APPROVED BY:	MAD

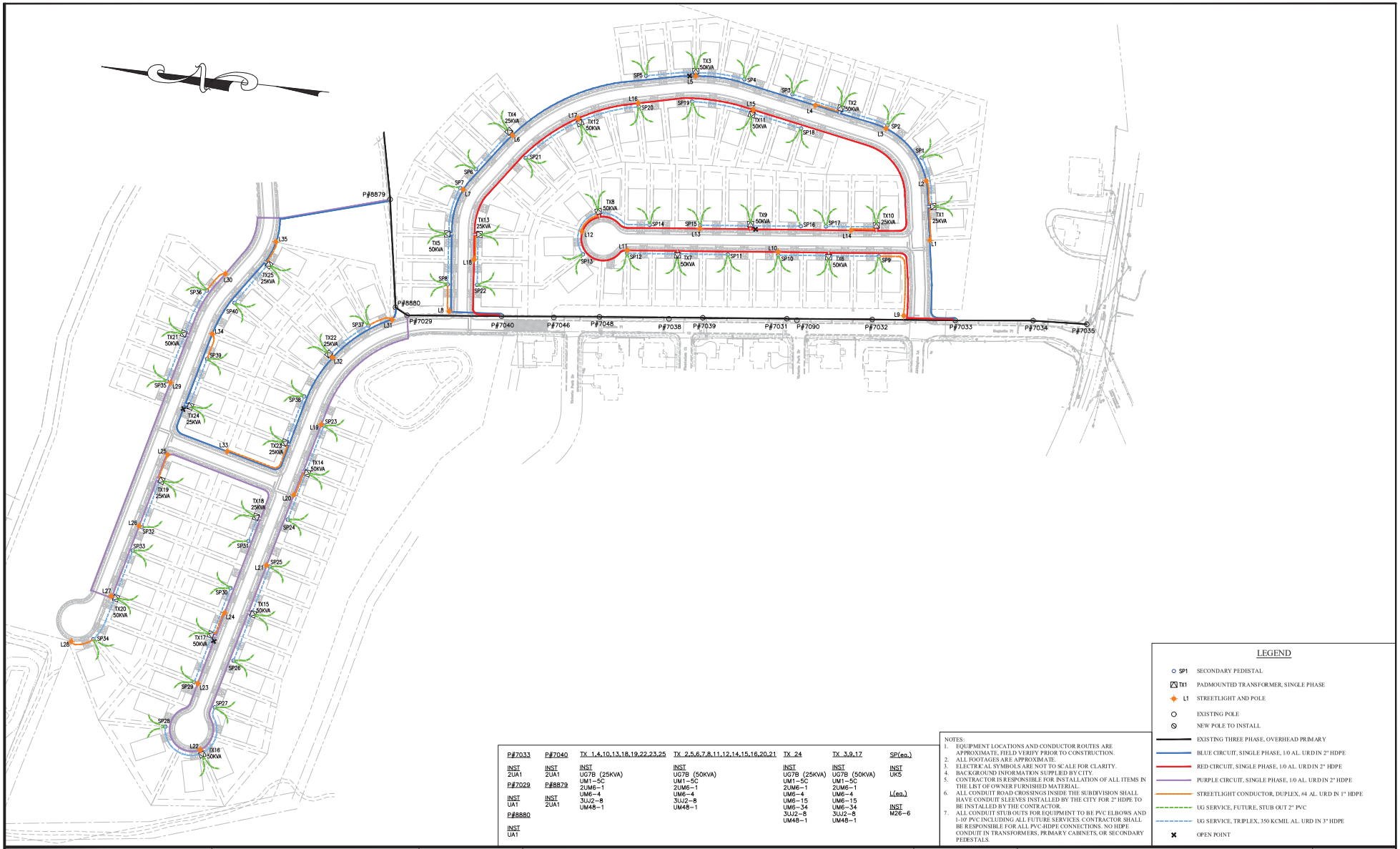
PROGRESSIVE ENGINEERING CONSULTANTS, INC.
Complete Power Engineering Services
P.O. BOX 690638
CHARLOTTE, N.C. 28227
OFFICE (704) 545-7327
FAX (704) 545-2315

CITY OF SHELBY
SHELBY, NORTH CAROLINA

WILLOW ESTATES SUBDIVISION
ELECTRIC LAYOUT

DRAWING NO. 170-94-001

SHEET NO. 1 of 1



P#7033	P#7040	TX 1,4,10,13,18,19,22,23,25	TX 2,5,6,7,8,11,12,14,15,16,20,21	TX 24	TX 3,9,17	SP(eq.)
INST 2UA1	INST 2UA1	INST UG7B (25KVA) UM1-5C 2UM6-1 UM6-4 3UJ2-8 UM48-1	INST UG7B (50KVA) UM1-5C 2UM6-1 UM6-4 3UJ2-8 UM48-1	INST UG7B (25KVA) UM1-5C 2UM6-1 UM6-4 UM6-15 UM6-34 3UJ2-8 UM48-1	INST UG7B (50KVA) UM1-5C 2UM6-1 UM6-4 UM6-15 UM6-34 3UJ2-8 UM48-1	INST UK5
P#7029	P#8879					L(eq.)
INST UA1	INST 2UA1					INST M26-6
P#8880						
INST UA1						

NOTES:
1. EQUIPMENT LOCATIONS AND CONDUCTOR ROUTES ARE APPROXIMATE, FIELD VERIFY PRIOR TO CONSTRUCTION.
2. ALL FOOTAGES ARE APPROXIMATE.
3. ELECTRICAL SYMBOLS ARE NOT TO SCALE FOR CLARITY.
4. BACKGROUND INFORMATION SUPPLIED BY CITY.
5. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL ITEMS IN THE LIST OF OWNER FURNISHED MATERIAL.
6. ALL CONDUIT ROAD CROSSINGS INSIDE THE SUBDIVISION SHALL HAVE CONDUIT SLEEVES INSTALLED BY THE CITY FOR 2" HDPE TO BE INSTALLED BY THE CONTRACTOR.
7. ALL CONDUIT STUB OUTS FOR EQUIPMENT TO BE PVC ELBOWS AND 1-10' PVC INCLUDING ALL FUTURE SERVICES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PVC-HDPE CONNECTIONS. NO HDPE CONDUIT IN TRANSFORMERS, PRIMARY CABINETS, OR SECONDARY PEDESTALS.

LEGEND

- SP1 SECONDARY PEDESTAL
- TX1 PADMOUNTED TRANSFORMER, SINGLE PHASE
- L1 STREETLIGHT AND POLE
- EXISTING POLE
- NEW POLE TO INSTALL
- EXISTING THREE PHASE, OVERHEAD PRIMARY
- BLUE CIRCUIT, SINGLE PHASE, 1/0 AL. URD IN 2" HDPE
- RED CIRCUIT, SINGLE PHASE, 1/0 AL. URD IN 2" HDPE
- PURPLE CIRCUIT, SINGLE PHASE, 1/0 AL. URD IN 2" HDPE
- STREETLIGHT CONDUCTOR, DUPLEX, #4 AL. URD IN 1" HDPE
- UG SERVICE, FUTURE, STUB OUT 2" PVC
- UG SERVICE, TRIPLEX, 350 KCMIL AL. URD IN 3" HDPE
- OPEN POINT

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

SCALE:	1"=100'
DATE ISSUED:	4/26/24
DESIGNED BY:	MAD
DRAWN BY:	MAD
CHECKED BY:	MAD
APPROVED BY:	MAD

PROGRESSIVE ENGINEERING CONSULTANTS, INC.
Complete Power Engineering Services
P.O. BOX 690638
CHARLOTTE, N.C. 28227
OFFICE (704) 545-7327
FAX (704) 545-2315

NORTH CAROLINA PROFESSIONAL SEAL 36226 05/13/24 ENGINEER MICHAEL A. DAWSON

CITY OF SHELBY
SHELBY, NORTH CAROLINA

WILLOWBROOK SUBDIVISION
UNDERGROUND ELECTRIC LAYOUT

DRAWING NO. 170-101-001

SHEET NO. 1 of 1

ORDINANCE NO. 58-2025

FY 2025-2026 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 2025-2026; 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. 32-2025, the City's FY 2025-2026 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 4 for the year:

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

(a)	Increase 63006000-39900 Fund Balance Appropriated	$ 334,000
(b)	Increase 630733-56004 System Growth	$ 334,000

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

	Current Budget	Amendment No. 4
General Fund	$ 35,488,700	$ 35,488,700
Emergency Telephone System Fund	118,070	118,070
Powell Bill Fund	1,020,930	1,020,930
Economic Dev. Fund	1,620,568	1,620,568
Affordable Housing	0	0
Housing Fund	3,010,003	3,010,003
Cemetery Fund	50,000	50,000
Utilities-Water Fund	7,842,273	7,842,273
Utilities-Sewer Fund	8,352,175	8,352,175
Utilities-Electric Fund	22,625,010	22,959,010
Utilities-Gas Fund	21,874,203	21,874,203
Utilities – Stormwater Fund	1,833,457	1,833,457
FY 2025-2026 Budget Total	$103,835,389	$104,169,389

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 17th day of November A. D. 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

Agenda Item: D-3

3) Adoption of a FY 2025-2026 budget ordinance amendment #5: Ordinance No. 59-2025

Consent Agenda Item: (Rick Howell, City Manager)

Summary of Available Information:

- Ordinance No. 59-2025

City Manager's Recommendation / Comments

It is my recommendation that Ordinance No. 59-2025 be adopted and approved by City Council at this time via the Consent Agenda.

ORDINANCE NO. 59-2025

FY 2025-2026 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 2025-2026; and,

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

WHEREAS, the recommended amendment is designated for the purchase of real property related to the future development of an economic development project; 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. 32-2025, the City's FY 2025-2026 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 5 for the year:

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

(a)	Increase 23009000-39900 Fund Balance Appropriated	$ 700,000
(b)	Increase 230590-52000 Land	$ 700,000

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

	Current Budget	Amendment No. 5
General Fund	$ 35,488,700	$ 35,488,700
Emergency Telephone System Fund	118,070	118,070
Powell Bill Fund	1,020,930	1,020,930
Economic Dev. Fund	1,620,568	2,320,568
Affordable Housing	0	0
Housing Fund	3,010,003	3,010,003
Cemetery Fund	50,000	50,000
Utilities-Water Fund	7,842,273	7,842,273
Utilities-Sewer Fund	8,352,175	8,352,175
Utilities-Electric Fund	22,959,010	22,959,010
Utilities-Gas Fund	21,874,203	21,874,203
Utilities – Stormwater Fund	1,833,457	1,833,457
FY 2025-2026 Budget Total	$104,169,389	$104,869,389

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 17th day of November A. D. 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

Agenda Item: D-4

4) Adoption of a FY 2025-2026 budget ordinance amendment #6: Ordinance No. 60-2025

Consent Agenda Item: (Ben Yarboro, Assistant City Manager)

Summary of Available Information:

- Memorandum dated November 12, 2025, from Ben Yarboro, Assistant City Manager to Rick Howell, City Manager
- Memorandum dated October 22, 2025, from Ronnie Davis, Energy Services Operations Manager
- Texting (Customers and Employees) through TextPower quote
- Upgrade to Apprise – for Electric quote
- Ordinance No. 60-2025

City Manager's Recommendation / Comments

It is my recommendation that Ordinance No. 60-2025 be adopted and approved by City Council at this time via the Consent Agenda.

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Rick Howell, City Manager**

From: **Ben Yarboro, Assistant City Manager**

RE: **Electric Budget Amendment – Outage Management System Supplemental Services**

Date: **November 12, 2025**

Background

As detailed in the attached memo from Ronnie Davis, Energy Services Operations Manager, the City of Shelby Electric Department utilizes an Outage Management System (OMS) in an effort to monitor and restore electric services during outages as efficiently as possible. Mr. Davis thoroughly outlines the intermittent issues with notifications that staff have experienced and how the proposed supplemental texting service directly from the OMS provider instead of being sent through our cellular provider will address the issue.

Additionally, the proposed texting package will allow customers to now report outages via text instead of only through phone or the City's website. Once the texting package is fully implemented, the City will also have the ability to send text notifications to our customers who are signed up for the texting program.

Recommendation

In an effort to improve the City's Outage Management System for the Electric Department and our customers, City staff recommends that City Council approve a budget amendment of $34,500 for the FY26 Electric Line Professional Services Budget account (630733-42000) for the setup cost of the "Texting through TextPower" program and $10,500 to the FY26 Electric Line Equipment Maintenance Contracts Budget account (630733-43301) for the recurring costs of the application. The proposed $45,000 budget amendment has been prepared by the City Finance Department and would transfer the aforementioned funds from the Electric Fund Balance.

Attachments:

- Memo from Ronnie Davis, Energy Services Operations Manager
- Texting (Customers and Employees) through TextPower quote
- Upgrade to Apprise – for Electric quote

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Ben Yarboro, Assistant City Manager**

From: **Ronnie Davis, Energy Services Operations Manager**

CC: **Marcus Kennedy, Electric Superintendent**

Date: **October 22, 2025**

Re: **Electric Outage Management System (OMS) Supplemental Services – Budget Amendment**

Background

In September 2019, the City of Shelby implemented an Outage Management System (OMS) for the Electric Distribution System provided by DataVoice International, Inc. to help City staff detect, locate, and restore power outages efficiently. The goal of having an OMS is to help with outage detection and analysis, allow for more efficient response and dispatch, improve communication, and to enhance grid reliability. Having a functional OMS leads to a more reliable electrical distribution system by providing a real-time outage map, which reduces the overall duration of outages and the number of customers affected by a given outage. Having an OMS not only allows department personnel to interactively access the electrical distribution system to ensure that the system is operations as it should, but it also allows a customer to notify the department of a power outage electronically rather than by phone, which is how the City operated for many years.

Review

When the City implemented the current OMS back in 2019, the City opted to not add a text notification system or a manager's web page with outage information. In numerous discussions and outage reviews, especially after Hurricane Helene, electric operations staff have determined that they can no longer rely on outage text notifications from cellular providers. After reaching this determination, City staff reached out to DataVoice International, Inc. to gather more information about this function. Currently, DataVoice International, Inc. pushes text notifications to cellular providers as soon as they are received in OMS. Verizon Wireless,(the City's previous cellular provider) and FirstNet/AT&T (the City's current cellular provider) have indicated to City staff that they

do not deem these notifications as a priority, thus they are placed in a queue to be transmitted to cellular devices. These text notifications from cellular providers have been received by electric operations staff anywhere from five minutes to six plus hours after an outage has been received in OMS. These text notifications do not have a date/time stamp within the outage information. As a result, electric operations staff cannot quickly determine if the text notifications are for a new outage or from a previous outage that has been restored. These text notifications also provide a secondary outage notification to electric operations staff when the phone notification service is down.

DataVoice International, Inc. provides a supplemental service called Texting (Customers and Employees) through TextPower. This service bypasses the cellular providers and sends text notifications directly to cellular devices. Additional benefits of this service are that City electric customers are able to automatically opt-in for text notifications, report outages via text, and receive outage confirmations. The electric operations and administrative staff can also notify customers via text of planned outages at the customer's location. This application costs $40,912.50 to implement. Here is a breakdown of the cost of the application:

Product Description	Net Billable	Recurring Cost
Employee Notification via Text	$2,750.00	$1,625.00
Auto enrollment for new customers	$2,150.00	$412.50
Texting & Campaign Interface with DataVoice Texting Partner	$29,600.00	$4,3750.00
Total Price	**$34,500.00**	**$6,412.50**

Currently, upper-level management only has access to the customer front-facing outage map on the City's website. The outage information provided online is currently very limited, resulting in calls to multiple electric operations staff members for updates. DataVoice International, Inc. provides a supplemental application called the "Apprise Managers App for Single Service." This application provides managers with in-depth outage information including, but not limited to, specific outage information by device or incidents, durations, impacted customers (including Key Accounts), and Google Street View for enhanced situational awareness. This application also gives staff the ability to generate daily, monthly, or yearly outage reports so they will be able to analyze outage trends more effectively. This application costs $4,000.00 to implement. This cost is also a $4,000.00 recurring cost.

Below is a summary of funds needed to implement these two applications:

Description	Net Billable	Recurring Cost
Texting through TextPower	$34,500.00	$6,412.50
Apprise Managers App for Single Service	$0	$4,000.00
Total Price	**$34,500.00**	**$10,412.50**

Recommendation

City staff recommends that Shelby City Council approve a budget amendment of $34,500 to the FY26 Electric Line Professional Services Budget account (630733-42000) to cover the setup cost of the "Texting through TextPower" launch and $10,500 to the FY26 Electric Line Equipment Maintenance Contracts Budget account (630733-43301) to cover the recurring costs of each of the applications, for a total of $45,000. City staff recommends transferring the $45,000 from Electric Fund Balance to these accounts to cover these additional applications for the Electric Outage Management System (OMS).

Attachments:

- Texting (Customers and Employees) through TextPower quote
- Upgrade to Apprise – for Electric quote

Proposal

To provide:

Texting (Customers and Employees) through TextPower

For:

Shelby, City of

Shelby, NC

Presented to:

Karen Wilkins

Issued:

10/21/2025, 10:55 AM

Contact:

Kelli Froman

Account Manager

DataVoice International

800 N. Watters Road, Ste 130

Allen, TX 75013

(972) 390-8808

DataVoice International Confidential and Property Information

Statement of Work

DataVoice will install and configure the product modules pursuant to the scope set forth in the Product Description section of the proposal. Products listed as Optional at the time of signing are not included in any installation and configuration until they are purchased by the customer. Any material changes or deviations from the standard configuration may, in DataVoice's sole discretion, result in additional fee(s). It is specifically understood that non-disclosed or misrepresented material facts and issues revealed during the discovery process may require additional fees.

Project Management fees for a 90 day project implementation have been included. If the project delays beyond the 90 period, DataVoice reserves the right to submit a change order for additional project management fees as necessary.

Product Description	Net Billable	Recurring Cost
Employee Notification via Text	$2,750.00	$1,625.00
Auto enrollment for new customers	$2,150.00	$412.50
Texting & Campaign Interface with DataVoice Texting Partner	$29,600.00	$4,375.00

Total Price	$34,500.00
Recurring Annual Cost	$6,412.50

All Product Descriptions are Included in Appendix A

1. PRICING

Prices quoted here are good for ninety(90) days from the date of this document. Price includes software, license fees, unlimited seat licenses, database administration fees, installation, configuration, testing and training.

2. PAYMENT AND TERMS

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice the amount of 0. DataVoice will bill, based on the Milestone table below. A Certificate of Installation and a Certificate of Completion will be issued as defined in the Section titled ACCEPTANCE TESTING. The payment terms will be 'net 30 days' on all invoices. Recurring fees and maintenance will be billed immediately following final milestone payment and will be due in 30 days.

Milestone	Term (%)	Amount

DataVoice International Confidential and Property Information

Contract Signing		
Start Project - Project Kickoff Meeting		
Installation Complete	50	$17,250.00
Project Completed Ready for final testing	50	$17,250.00
Project Completed - Final Billing		
Go Live		

3. LICENSE FEES FOR APPS

1. License, Maintenance, and Other Fees: Initial Maintenance and other Fees will be invoiced upon installation of software. DataVoice may revise rates at any annual renewal date. Customer will be advised in writing of the revised rates 60 days prior to the renewal date.
2. Auto-Renewal: At the end of the License Term, the services will automatically renew for consecutive terms of twelve months. If a party does not want the License to renew, they must provide the other party written notice to this effect at least 30 days prior to the end of the current term.
3. Prices are for quoted products and services only. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at Harris then- current pricing and not based upon pricing in this Agreement.

4. CONDITIONS

All software and services provided within the scope of this document have been priced accordingly and listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change Order'. Any such changes may affect the annual maintenance. It is specifically understood by the parties that this Agreement, once negotiated, can and will serve as a Cooperative Purchasing Agreement pursuant to which affiliated entities may purchase products and services from DataVoice.

5. DELIVERY METHOD

Software will be delivered electronically.

DataVoice International Confidential and Property Information

6. ACCEPTANCE TESTING

DataVoice will:

Electronically deliver the software on server. Setup, configure and test the system.

Provide Management a system presentation and issue a Certificate of Installation. Customer will be allowed 10 business days for System Testing and to report of any issues to DataVoice in writing, or the Certificate of Installation will be deemed accepted.

Should an event occur that inhibits the Customer from performing System Testing during this time period, the Customer may submit a written request for an extension, which extension is subject to approval in DataVoice’s sole discretion.

DataVoice will correct valid issues identified by Customer, then allow customer 5 business days to verify corrections.

The above process will repeat until all issues are resolved or the 5 day period has expired. DataVoice will then issue a Certificate of Completion and the final invoice.

7. CONDITIONS FOR MAINTENANCE - ACCESS

Customer shall make available a standard office environment on Customer's premises for on-site maintenance of the covered equipment, if required. Customer must ensure the premises shall not be exposed to excessive heat or cold. Customer shall also permit or arrange for access to the premises for DataVoice International, Inc.'s ('DataVoice') installation and maintenance personnel, and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation and maintenance such as, without limitation, conduits, commercial power, wiring, dedicated equipment room, A/C outlets, phone lines as described and requested, and appropriate access to same. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable. Customer service calls will be considered authorization to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the Customer's responsibility.

DataVoice International Confidential and Property Information

8. RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

1. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
2. Software fixes will be provided in a timely fashion.
3. Provide remote maintenance software for DataVoice System.
4. Provide software for 24 hour system monitoring to detect software and hardware issues and identify when systems are unable to connect with third party applications.
5. Install, maintain and upgrade all third party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
6. Provide emergency technical support 24 hours a day.
7. Install, configure and upgrade DataVoice supplied system software when patches or upgrades are available.
8. Provide full system backup prior to any upgrade.
9. Provide release notes with new upgrade.
10. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.

9. RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

1. Customer will designate a project manager responsible for keeping the project on schedule and ensuring delivery of requirements as specified.
2. Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
3. Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever unless instructed by a DataVoice technician on the repairs, while the equipment is covered by this Agreement unless a waiver is executed by both parties. Any such prohibited

DataVoice International Confidential and Property Information

actions by Customer shall render any warranty obligations owed to Customer null and void. Once Customer has completed the DataVoice training, Customer reserves the right to make reasonable minor repairs or changes that may be necessary to keep the system operable as long as they do not alter any of DataVoice's software or proprietary data. This includes, but is not limited to, Customer's right to change voice recordings, minor system menu flow, and adding new users. Any other changes to the system shall be made by DataVoice or only upon DataVoice's express written permission.

4. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
5. Customer will provide DataVoice with an up-to-date listing of all telephone lines, extension numbers connected to the DataVoice System.
6. Customer is responsible for all backups of programs and operating system.
7. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
8. Customer will designate a responsible individual and one alternate as the Customer contact for service coordination.
9. Customer will not couple this equipment to any apparatus not approved by DataVoice.
10. Customer will provide clean, stable uninterrupted AC Power.
11. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
12. DataVoice requires that the Customer provide a UPS system for the equipment.
13. Customer will be responsible for running and maintaining anti-virus and anti-spyware software on any PC running DataVoice software. DataVoice does not permit real time scanning on any servers hosting DataVoice software.
14. Customer will not disclose any confidential information provided by DataVoice unless agreed upon by both parties. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
15. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.

10. SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

DataVoice International Confidential and Property Information

Passwords. Customer agrees to comply with all DataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log- in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

Compliance with Laws. Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

Data Security. Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as DataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.

1. DATAVOICE AND ITS SERVICE DATAVOICE DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND DataVoice SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, DataVoice DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER.

DataVoice International Confidential and Property Information

11. RESTRICTIONS ON USE

Customer agrees to:

1. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
2. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
3. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
4. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.
5. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
6. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

12. WARRANTY

DataVoice warrants for a period of thirty (30) days following the initial delivery/download/access of any Software provided hereunder, such Software will perform in conformity with its related documentation.

Services Occasioned By Other Than Normal Wear and Tear: DataVoice will provide services, including labor, and software at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non- usable, fault or negligence of Customer, its agents, employees, assignees, Customers, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation, power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by DataVoice at the time of installation.

DataVoice International Confidential and Property Information

12.1 WARRANTY DISCLAIMER

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER “AS IS” AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
    1. DataVoice, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DataVoice DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER’S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
    2. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
    3. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF PROVIDER.

13. OBSOLESCENCE

DataVoice International Confidential and Property Information

DataVoice will not be held responsible for obsolete operating system software or hardware. Customer will be given the opportunity to replace such software or hardware provided Customer is covered under a warranty agreement. DataVoice will not be responsible for the replacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

14. DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at DataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery.

14. UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this contract by DataVoice is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of DataVoice, DataVoice shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes.

Upon the occurrence of any such events, DataVoice shall use its reasonable efforts to notify Customer of the nature and extent of any such conditions. It is also understood that all delivery, installation, and maintenance dates are approximate, and DataVoice shall under no circumstances be liable for damages – direct, special, consequential, or otherwise - resulting from delays in delivery, installation, cut over, or maintenance.

15. LIMITATIONS OF LIABILITY

DataVoice International Confidential and Property Information

The Customer and the DataVoice recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of the DataVoice arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and the DataVoice's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF THE DataVoice's INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE DataVoice's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO DataVoice BY CUSTOMER TO DataVoice DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.
2. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
3. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

16. MEDIATION

Except for termination by DataVoice for non-payment of fees due under this Agreement, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to

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resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

17. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

18. ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third party beneficiaries to this agreement. Customer shall provide 30 days written notice prior to Customer's dissolution, merger, or transfer in ownership.

19. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Collin County, Texas.

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ACCEPTANCE OF AGREEMENT

Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

Customer's authorized signature below is authorization for DataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Customer Signature:

Shelby, City of

By: _____

Printed Name: _____

Title: _____

Date: _____

DataVoice International

By: _____

Printed Name: Kelli Froman

Title: Vice President

Date: _____

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Appendix A

Included Product Descriptions:
The Module descriptions below are intended to provide additional context for the Products included within this Quote

Product Descriptions	
Product	Detailed Description
TXT EMP NOTIFICATION	Allows employees to get true sms notifications from the Utility through existing texting provider.
TXT MSG CONTINUOUS ENROLLMENT	Text Messaging Continuous Auto Enrollment for new customers
TXT SMS OUTAGE WHITE LABEL	Customers enroll in a service to both automatically report outages via text, as well as receive proactive notifications regarding outages affecting their account. NOTE: This will include Auto Enrollment for New Customers if available via third party provider.

Optional Modules:
The modules below are provided as optional add-ons that are not included in the above proposal

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DataVoice

Company Name	Shelby, City of	Quote Name	Upgrade to Apprise - for Electric
Address	824 W. Grover St. Shelby, NC 28151-0207 United States	Quote Number	00000403
		Created Date	10/21/2025
		Expiration Date	1/28/2026
Prepared By	Kendra Banton		
Email	kb86061@harriscomputer.com		

Statement of Work

DataVoice will install and configure the product modules pursuant to the scope set forth in the Product Description section of the proposal. Products listed as Optional at the time of signing are not included in any installation and configuration until they are purchased by the customer. Any material changes or deviations from the standard configuration may, in DataVoice's sole discretion, result in additional fee(s). It is specifically understood that non-disclosed or misrepresented material facts and issues revealed during the discovery process may require additional fees.

Project Management fees for a 90 day project implementation have been included. If the project delays beyond the 90 period, DataVoice reserves the right to submit a change order for additional project management fees as necessary.

DataVoice will replace the old Manager's web page with Apprise -single service. There is no additional License or Professional Services fee, just a replacement of the recurring fee.

Quote Line Items

Product	Detailed Description	Net Billable	Recurring Cost
APPRISE SINGLE	Upgrade to Apprise Managers App for Single Service	$0.00	$4,000.00

Total Price	$0.00
Recurring Annual Cost	$4,000.00

Optional Modules:
The modules below are provided as optional add-ons that are not included in the above proposal

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Terms & Conditions

PRICING

Prices quoted here are good for ninety(90) days from the date of this document. Price includes software, license fees, unlimited seat licenses, database administration fees, installation, configuration, testing and training.

PAYMENT AND TERMS

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice based on the included milestone table. DataVoice will bill based on the included milestone table. A Certificate of Installation and a Certificate of Completion will be issues as defined in the Section titled ACCEPTANCE TESTING. The payment terms will be net 30 days on all invoices. Recurring fees and maintenance will be billed immediately following the final milestone payment and will be due in 30 days.

Billing Milestones

Milestone	Term (%)	Amount
Contract Signing		
Start Project - Project Kickoff Meeting		
Installation Complete	50	$0.00
Project Completed Ready for final testing	50	$0.00
Project Completed - Final Billing		
Go Live		

LICENSE FEES FOR APPS

1. License, Maintenance, and Other Fees: Initial Maintenance and other Fees will be invoiced upon installation of software. DataVoice may revise rates at any annual renewal date. Customer will be advised in writing of the revised rates 60 days prior to the renewal date.
2. Auto-Renewal: At the end of the License Term, the services will automatically renew for consecutive terms of twelve months. If a party does not want the License to renew, they must provide the other party written notice to this effect at least 90 days prior to the end of the current term.
3. Prices are for quoted products and services only. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at Harris then- current pricing and not based upon pricing in this Agreement.

CONDITIONS

All software and services provided within the scope of this document have been priced accordingly and listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change Order'. Any such changes may affect the annual maintenance. It is specifically understood by the parties that this Agreement, once negotiated, can and will serve as a Cooperative Purchasing Agreement pursuant to which affiliated entities may purchase products and services from DataVoice.

DELIVERY METHOD

Software will be delivered electronically.

ACCEPTANCE TESTING

DataVoice will:

1. Electronically deliver the software on server. Setup, configure and test the system.
2. Provide Management a system presentation and issue a Certificate of Installation. Customer will be allowed 10 business days for System Testing and to report of any issues to DataVoice in writing, or the Certificate of Installation will be deemed accepted.
3. Should an event occur that inhibits the Customer from performing System Testing during this time period, the Customer may submit a written request for an extension, which extension is subject to approval in DataVoice's sole discretion.
4. DataVoice will correct valid issues identified by Customer, then allow customer 5 business days to verify corrections.

The above process will repeat until all issues are resolved or the 5 day period has expired. DataVoice will then issue a Certificate of Completion and the final invoice.

CONDITIONS FOR MAINTENANCE - ACCESS

Customer shall make available a standard office environment on Customer's premises for on-site maintenance of the covered equipment, if required. Customer must ensure the premises shall not be exposed to excessive heat or cold. Customer shall also permit or arrange for access to the premises for DataVoice International, Inc.'s ('DataVoice') installation and maintenance personnel, and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation and maintenance such as, without limitation, conduits, commercial power, wiring, dedicated equipment room, A/C outlets, phone lines as described and requested, and appropriate access to same. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable. Customer service calls will be considered authorization to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the Customer's responsibility.

RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

1. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
2. Software fixes will be provided in a timely fashion.
3. Provide remote maintenance software for DataVoice System.
4. Provide software for 24-hour system monitoring to detect software and hardware issues and identify when systems are unable to connect with third party applications.
5. Install, maintain and upgrade all third-party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
6. Provide emergency technical support 24 hours a day.
7. Install, configure and upgrade DataVoice supplied system software when patches or upgrades are available.
8. Provide full system backup prior to any upgrade.
9. Provide release notes with new upgrade.
10. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain compliance for any hardware that is involved.

RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

1. Customer will designate a project manager responsible for keeping the project on schedule and ensuring delivery of requirements as specified.
2. Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
3. Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever unless instructed by a DataVoice technician on the repairs, while the equipment is covered by this Agreement unless a waiver is executed by both parties. Any such prohibited actions by Customer shall render any warranty obligations owed to Customer null and void. Once Customer has completed the DataVoice training, Customer reserves the right to make reasonable minor repairs or changes that may be necessary to keep the system operable as long as they do not alter any of DataVoice's software or proprietary data. This includes, but is not limited to, Customer's right to change voice recordings, minor system menu flow, and adding new users. Any other changes to the system shall be made by DataVoice or only upon DataVoice's express written permission.
4. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
5. Customer will provide DataVoice with an up-to-date listing of all telephone lines, extension numbers connected to the DataVoice System.
6. Customer is responsible for all backups of programs and operating system.
7. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
8. Customer will designate a responsible individual and one alternate as the Customer contact for service coordination.
9. Customer will not couple this equipment to any apparatus not approved by DataVoice.
10. Customer will provide clean, stable uninterrupted AC Power.
11. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
12. DataVoice requires that the Customer provide a UPS system for the equipment.
13. Customer will be responsible for running and maintaining anti-virus and anti-spyware software on any PC running DataVoice software. DataVoice does not permit real time scanning on any servers hosting DataVoice software.
14. Customer will not disclose any confidential information provided by DataVoice unless agreed upon by both parties. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
15. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.

SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

1. **Passwords.** Customer agrees to comply with all DataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log- in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
2. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and

regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

3. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as DataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
    1. DATAVOICE AND ITS SERVICE DATAVOICE DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND DataVoice SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, DataVoice DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER.

RESTRICTIONS ON USE

Customer agrees to:

1. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
2. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
3. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
4. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.
5. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
6. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

WARRANTY

DataVoice warrants for a period of thirty (30) days following the initial delivery/download/access of any Software provided hereunder, such Software will perform in conformity with its related documentation.

Services Occasioned by Other Than Normal Wear and Tear: DataVoice will provide services, including labor, and software at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non- usable, fault or negligence of Customer, its agents, employees, assignees, Customers, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation,

power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by DataVoice at the time of installation.

WARRANTY DISCLAIMER

1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER “AS IS” AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
2. DATAVOICE, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON- INFRINGEMENT. DataVoice DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER’S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
3. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
4. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF PROVIDER.

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DataVoice will not be held responsible for obsolete operating system software or hardware. Customer will be given the opportunity to replace such software or hardware provided Customer is covered under a warranty agreement. DataVoice will not be responsible for the replacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at DataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery.

UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this contract by DataVoice is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of DataVoice, DataVoice shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes.

Upon the occurrence of any such events, DataVoice shall use its reasonable efforts to notify Customer of the nature and extent of any such conditions. It is also understood that all delivery, installation, and maintenance dates are approximate, and DataVoice shall under no circumstances be liable for damages – direct, special, consequential, or otherwise - resulting from delays in delivery, installation, cut over, or maintenance.

LIMITATIONS OF LIABILITY

The Customer and the DataVoice recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of the DataVoice arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and the DataVoice's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

1. **EXCEPT FOR DAMAGES ARISING OUT OF THE DataVoice's INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE DataVoice's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO DataVoice BY CUSTOMER TO DataVoice DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
2. **IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
3. **CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.**

MEDIATION

Except for termination by DataVoice for non-payment of fees due under this Agreement, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third-party beneficiaries to this agreement. Customer shall provide 30 days' written notice prior to Customer's dissolution, merger, or transfer in ownership.

ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior

agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes here under or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Collin County, Texas.

ACCEPTANCE OF AGREEMENT

Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

The customer's authorized signature below is an authorization for DataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Company: DataVoice International_____

By: _____

Printed Name: _____

Title: _____

Date: _____

Company: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ORDINANCE NO. 60-2025

FY 2025-2026 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 2025-2026; and,

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

WHEREAS, the recommended amendment is designated for the purchase of the Outage Management System's Texting service and the Apprise Managers Application; 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. 32-2025, the City's FY 2025-2026 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 6 for the year:

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

(a)	Increase 63006000-39900 Fund Balance Appropriated	$ 45,000
(b)	Increase 630733-42000 Professional Services	$ 34,500
	Increase 630733-43301 Equipment Maintenance Contracts	$ 10,500

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

	Current Budget	Amendment No. 6
General Fund	$ 35,488,700	$ 35,488,700
Emergency Telephone System Fund	118,070	118,070
Powell Bill Fund	1,020,930	1,020,930
Economic Dev. Fund	2,320,568	2,320,568
Affordable Housing	0	0
Housing Fund	3,010,003	3,010,003
Cemetery Fund	50,000	50,000
Utilities-Water Fund	7,842,273	7,842,273
Utilities-Sewer Fund	8,352,175	8,352,175
Utilities-Electric Fund	22,959,010	23,004,010
Utilities-Gas Fund	21,874,203	21,874,203
Utilities – Stormwater Fund	1,833,457	1,833,457
FY 2025-2026 Budget Total	$104,869,389	$104,914,389

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 17th day of November A. D. 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

Agenda Item: D-5

5) Adoption of a FY 2025-2026 budget ordinance amendment #7: Ordinance No. 61-2025

Consent Agenda Item: (Ben Yarboro, Assistant City Manager)

Summary of Available Information:

- Memorandum dated November 13, 2025, from Ben Yarboro, Assistant City Manager to Rick Howell, City Manager
- Memorandum dated November 4, 2025, from Ronnie Davis, Energy Services Operations Manager to Be Yarboro, Assistant City Manager
- Carolina CAT Quote
- Ordinance No. 61-2025

City Manager's Recommendation / Comments

It is my recommendation that Ordinance No. 61-2025 be adopted and approved by City Council at this time via the Consent Agenda.

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Rick Howell, City Manager**

From: **Ben Yarboro, Assistant City Manager**

RE: **Electric Budget Amendment - Generator Load Management Repairs**

Date: **November 12, 2025**

Background

As detailed in the attached memo from Ronnie Davis, Energy Services Operations Manager, the City of Shelby Electric System participates in the Electricities Load Management Program. Under this program the City operates its five 2 Megawatt peak shaving generators during peak demand times (hot summer days and cold winter days) as directed by Electricities Operators. The utilization of these peak shaving generators reduces our peak demand on the transmission system by approximately 10 MW (or 20% of our daily demand). This reduction in the City's "Coincident Peak" demand results in a reduced monthly wholesale power cost to the City.

City staff recently had inspections completed on the five generators and it was determined that emissions monitoring equipment upgrades were necessary at 4 of the generators to maintain compliance. Quotes were provided for these improvements in accordance with the maintenance contract that the City has with Carolina CAT. The total cost of the necessary repairs to the 4 generators is $131,064.63. The City Finance Department has prepared the attached Budget Amendment that will appropriate the necessary funding for this work from te Electric Fund Balance. Following the installation of this emissions equipment, testing and monitoring will be performed and submitted to the regulatory agencies.

Recommendation

City staff recommends that the Shelby City Council approve a budget amendment of $131,100 to transfer funds from the Electric Fund Balance to the System Improvements account (630733-56000) of the FY26 Electric Line Budget for the necessary repairs to the four (4) City-owned load management generators. These repairs will allow the City to continue to operates these peak shaving generators in

compliance with emission regulations and the Electricities Load Management Program.

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

Attachments:

- Memo from Ronnie Davis, Energy Services Operations Manager
- Carolina CAT Quote

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Ben Yarboro, Assistant City Manager**

From: **Ronnie Davis, Energy Services Operations Manager**

CC: **Marcus Kennedy, Electric Superintendent**

RE: **Generator Load Management Upgrades – Budget Amendment**

Date: **November 4, 2025**

Background

With the City of Shelby owning and operating an electrical distribution system, we pay dues to be a member of ElectriCities of North Carolina, Inc. ElectriCities of North Carolina, Inc. is a membership organization that provides power supply and related critical services to over 90 community-owned electric systems in North Carolina, South Carolina, and Virginia – collectively known as public power. ElectriCities manages the power supply for two power agencies in North Carolina and provides technical services to assist members in operating their electric distribution systems. ElectriCities has a load management program that the City of Shelby chooses to participate in. Load management is the reduction of the load of an electrical distribution system on the power grid to reduce the wholesale cost of electricity by the provider (ElectriCities). ElectriCities is billed by Duke Energy Progress (DEP) for twelve (12) Coincident Peaks. The Coincident Peaks have the highest load on DEP's grid during an integrated hour for each month. The wholesale charges are passed on to each North Carolina Municipal Power Agency Member via their bill based on their usage at their Point(s) of Delivery (PODs). The ElectriCities on-call operator sends pages every weekday indicating if they are recommending load management. When the operator sends the pages to begin load management, the generator starts automatically and will run the required time to reduce the load so the wholesale cost of electricity will be reduced for the entire month. The City of Shelby owns and operates four (4) load management generators. They are located at Shelby High School, Lowe's, Walmart, and the Wastewater Treatment Plant (WWTP). Since the City of Shelby owns these load management generators, the maintenance and testing is a budgeted item every year in the Electric Line Budget. Due to the age of the generators, the four (4) generators are in need of multiple repairs. City staff has a contract with Carolina CAT for maintenance and repairs of

the generators. During the annual quarterly maintenance of the generators, it was discovered that the load management emission testing devices were out of date and need to be upgraded for emission testing and stack testing. Carolina CAT has provided a quote for the upgrades on these generators.

Review

The following table below and the attached quote show the upgrades that the Shelby High School, Lowe's, Walmart, Lowes, and WWTP generators need. The attached quote from Carolina CAT includes all parts, mileage, hardware supplies installation, and travel for controller and modem installation for each of the generators.

Description	Unit cost	Quantity	Total cost
Monitoring and logged data points to be available during each generator run and available for download.	$18,431.97	4	$73,727.87
Carolina CAT advanced electrical services, to install equipment and programming for remote monitoring of doc system emissions data.	$8,099.19	4	$32,396.76
Test/Check and adjust emissions testing. Perform regulatory stack testing on the generators doc systems to establish a base line test number and to calibrate the newly installed monitoring system.	$6,235.00	4	$24,940.00
	Total		**$131,064.63**

Recommendation

City staff recommend that the Shelby City Council approve a budget amendment of $131,100 to transfer funds from the Electric Fund Balance to the System Improvements account (630733-56000) of the FY26 Electric Line Budget for the recommended upgrades to the four (4) City-owned load management generators. These upgrades will allow the City of Shelby generators to be in compliance with emission testing and stack testing reports.

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

Attachments:

- Carolina CAT Quote

Carolina Power Systems CAT

PROPOSAL

CITY OF SHELBY
ATN ACCTS PAYABLE PO BOX 207
SHELBY NC

No:218991 - 1

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
704600	218991	10/29/2025	MARCUS KENNEDY
PHONE NO.	**FAX NO.**	**EMAIL**	
704 473 5261		MARCUS.KENNEDY@CITYOFSHELBY.COM	
MODEL	**MAKE**		**SERIAL NO.**
	P3		AES JOB SITE-808300
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
AES			

NOTE

UNITS FOR EMISSIONS MONITORING TO BE INSTALLED:
****
-WALMART GEN SN# FDN01131
-LOWES GEN SN# FDN01132
-HIGH SCHOOL GEN SN# FDN01133
-WWTP GEN SN# FDN01130

SEGMENT: 01 INSTALL DOC MONITORING SYSTEM

CAROLINA CAT ADVANCED ELECTRICAL SERVICES,
PROPOSAL TO INSTALL EQUIPMENT FOR MONITORING DOC EMISSIONS DATA
****
MONITORING AND LOGGED DATA POINTS TO BE AVAILABLE DURING EACH GENERATOR RUN AND AVAILABLE FOR DOWNLOAD.
****
PROPOSAL INCLUDES ALL PARTS, LABOR, MILEAGE, HARDWARE, SERVICE SUPPLIES, INSTALLATION ON EACH UNIT.
****
COST PER UNIT- $18431.97

Segment 01 Total: 73,727.87

SEGMENT: 02 OPTIONAL REMOTE MONITORING SYSTEM

*** OPTIONAL ***
CAROLINA CAT ADVANCED ELECTRICAL SERVICES,
PROPOSAL TO INSTALL EQUIPMENT AND PROGRAMMING FOR
REMOTE MONITORING OF DOC SYSTEM EMISSIONS DATA.
****

MONITORING AND LOGGED DATA POINTS TO BE DETERMINED
PRIOR TO INSTALL AND PROGRAMMING.
****

PROPOSAL INCLUDES ALL PARTS, LABOR, MILEAGE,
HARDWARE SUPPLIES INSTALLATION, AND TRAVEL FOR
CONTROLLER AND MODEM INSTALL.
****

COST PER UNIT: $8099.19

Segment 02 Total:	32,396.76

SEGMENT: 03 TEST/CHECK & ADJUST EMISSIONS TESTING

TO PERFORM REGULATORY STACK TESTING ON THE
GENERATORS DOC SYSTEMS TO ESTABLISH A BASE LINE
TEST NUMBER AND TO CALIBRATE THE NEWLY INSTALLED
MONITORING SYSTEM.
****

COST PER UNIT- $6235

Segment 03 Total:	24,940.00
Total Segments:	131,064.63
TOTAL ESTIMATE	131,064.63

-Estimate will expire 30 days from the estimate date.
-Pricing excludes applicable sales tax, freight/delivery charges, transportation, overtime, field truck charges and supplies/environmental fees unless otherwise noted above.
-Estimate is provided based on our reasonable observation or diagnosis. If we find additional repairs or parts are required that might alter our original estimate, we will provide the customer with an updated estimate for those repairs or parts. No additional work will be performed or parts installed beyond the original estimate, without prior authorization from the customer.
-In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM

ESTIMATED REPAIR TIME: _____**from start date.**
"The signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#: _____ ***Authorized Name:*** _____ ***Please Print***

Date: ____/____/_____.

_____
Signature

Any questions? Please call Mike Brown
at Office: +17047317421 Mobile: +17044008172 Fax: Branch: 704-731-7440 Email: MDBrown@carolinacat.com

Carolina Power Systems CAT

Terms & Conditions

1. General Application. These terms and conditions of sale (the "Terms and Conditions") of Carolina Tractor & Equipment Company, d/b/a Carolina Cat Power Systems ("CCPS"), apply to, and form an integral part of, the following: (i) all quotations and offers made by CCPS ("Quote") to a customer whose name agrees on the face of the Quote ("Purchaser"); (ii) all acceptances, acknowledgements, and confirmations signed by CCPS and Purchaser, of this Quote; and (iii) any agreements regarding the sale by CCPS, and purchase by Purchaser, of equipment, products, and goods (collectively, "Products") and/or services (collectively, "Services").

2. Scope. Any terms and conditions set forth on any document issued by Purchaser (including any purchase order or other form prepared by Purchaser) are hereby explicitly rejected and intentionally disregarded by CCPS unless such purchase order is executed by Purchaser and CCPS, and any such terms shall be wholly inapplicable to any sale made by CCPS to Purchaser and shall not be binding in any way on CCPS. No reference herein to Purchaser's inquiry or any document issued by Purchaser shall in any way modify the terms and conditions hereof.

3. Quotes. Any Quote is open for acceptance by Purchaser within the period stated by CCPS in the Quote, or when no period is specified, within thirty (30) days from the date of the Quote; provided, however, that any Quote may be withdrawn or revoked by CCPS at any time prior to Purchaser's execution of a Quote. Except as affected by provisions hereof entitled "Force Majeure" and "Termination on Default", there shall be no postponement or cancellation of a Quote unless by mutual agreement of CCPS and Purchaser. In the event of cancellation by mutual agreement, Purchaser shall be liable for the cost of engineering, supervision, labor and material delivered or in process at the time of cancellation.

4. Pricing; Payment. The price quoted on a CCPS quotation for Services is based upon shop or field labor working eight hours per day, and the standard forty-hour week, with the normal schedule dates of Monday through Friday. The price quoted is in no way inclusive of any overtime work or holiday pay unless explicitly stated on the quotation. The price stated in any Quote assumes that CCPS will be able to proceed on a continuous basis of engineering, purchasing, manufacture, delivery and/or installations without any delay. Any and all taxes imposed by federal, state or other governmental authorities on the sale, purchase, shipment, storage, use or consumption of the Products or Services shall be paid, or reimbursed, to CCPS by Purchaser, in addition to the amounts listed (but whether or not listed) on the applicable Quote. Purchaser shall pay to CCPS the amount set forth in the applicable Quote (i) net thirty (30) days on all Products shipped, from the date of shipment, and (ii) net thirty (30) days upon completion of Services, unless otherwise agreed to in the Quote.

5. Failure to Pay. If Purchaser fails to pay the amount set forth in a Quote within the time specified by the same, CCPS may, in its sole discretion, without prejudice to any other remedy available to CCPS, at law or in equity, do any one or more of the following: (i) postpone shipments of Products or delivery of Services; (ii) alter payment terms; (iii) terminate shipments or Services; and (iv) charge interest on all overdue amounts at the lesser of the rate of 1.5% or the maximum amount allowed by applicable law, per month, compounded monthly. Further, Purchaser shall pay all of CCPS's costs and expenses (including reasonable attorneys' fees) incurred directly or indirectly by CCPS in the collection of any amount not paid when due under a Quote. Purchaser may not hold back, delay or set-off any amounts owed to CCPS in satisfaction of any claims asserted by Purchaser against CCPS.

6. Change Orders. Any changes in engineering, design, construction, manufacturing , parts or services requested by Purchaser resulting in delays subsequent to the execution of a Quote (a "Change Order"), shall result in additional expense due to CCPS. CCPS shall take no action until both Purchaser and CCPS have executed a written Change Order. Delays resulting from a Change Order, and resulting expenses, may be stated in the Change Order. CCPS will credit against the stated pricing any reduced costs that can be established resulting from such Change Order.

7. Delivery and Installation. Unless otherwise specified in a Quote, (i) delivery terms shall be Free on Board (F.O.B.) 9000 Statesville Road, and (ii) the Products may be delivered in part, or all in one shipment, as determined by CCPS. CCPS will use commercially reasonable diligence to meet the scheduled shipment dates provided in the Quote, which are estimates and not guarantees of when the Products actually will be shipped. Purchaser's acceptance of delivery shall constitute a waiver of any claim relating to delay. Unless otherwise set forth on the face of the Quote, CCPS shall not provide (i) any offloading or installation services with respect to the Products, (ii) any equipment, consumables or other hardware required for the installation

of the Products, including, without limitation, concrete pads, conduit, wiring, lugs, fuel system materials, assembly or installation, fuel, or (iii) any relay or system coordination study.

8. Title. Upon possession of the Products with a carrier designated by CCPS (or as otherwise provided in the Quote), the Products shall become the property of Purchaser, subject to a reservation of a security interest in the same herein granted to CCPS. Any losses or damage thereto on and following delivery shall be borne by Purchaser. Title to the Products, materials and equipment installed by CCPS shall remain with CCPS and shall vest in Purchaser only upon payment in full to CCPS of the required purchase price. Until Purchaser pays the purchase price in full, Purchaser (i) shall keep the Products, materials and equipment on its premises at all times; (ii) shall not remove any Products, material or equipment from the premises, without the written approval of CCPS and (iii) shall not transfer, mortgage, pledge or dispose of the same.

9. Nonconformity. Within ten (10) days after delivery of a Product to Purchaser, or completion of a Service, in accordance with the Quote, Purchaser must give detailed written notice to CCPS of any claim based upon the condition, quantity or grade of the Product sold, any aspect of a Service or any claimed nonconformity with the Quote. The failure of Purchaser to comply with this requirement shall constitute irrevocable acceptance by Purchaser of the Product delivered or the Service rendered and shall bind Purchaser to pay CCPS the full price for such Product or Service.

10. Security Interest. To secure the payment of the purchase price of the Products and all other amounts due to CCPS from Purchaser, Purchaser hereby grants to CCPS a purchase money security interest in the Products to secure the payment of the purchase price of the Products and of all other amounts due to CCPS from Purchaser at the time of delivery of the Products and thereafter incurred or owed by Purchaser. Purchaser agrees to execute and deliver to CCPS supplemental security agreements, financing statements and other documents as CCPS may reasonably require to perfect, preserve and enforce such security interest. Purchaser shall not remove any Products from the premises of Purchaser or permit any Products to become subject to a lien in favor of any third party, until full performance of all obligations of Purchaser to CCPS under, and with respect to, this Quote, as applicable to those Products.

11. Purchaser's Facilities. Purchaser shall provide CCPS with such facilities and resources as CCPS may require to fulfill its obligations hereunder, including: (i) furnishing reasonable working area cleared and free from any interference by others working in the area; (ii) providing access to the facility in the form of road and truck unloading facility; (iii) repairing any floor or clearance requirement; (iv) keeping the work site free from water and other debris; (v) providing all utilities in the form of electric current, light, water and heat as may be required for installation work; and (vi) paying the cost of changes, delays or interruptions due to omission of the foregoing. Purchaser is responsible for providing receptacles for trash removal and to incur the cost of the proper disposal of said debris.

12. WARRANTY. ANY AND ALL WARRANTIES WITH RESPECT TO PRODUCTS ARE PROVIDED SOLELY BY THE MANUFACTURER OF THE APPLICABLE PRODUCTS, AND, UPON REQUEST, CCPS WILL SUPPLY THE TERMS AND CONDITIONS OF SUCH TO PURCHASER. CCPS MAKES NO DIRECT WARRANTY WITH RESPECT TO THE PRODUCTS, ALL WARRANTY OBLIGATIONS BEING THOSE OF THE MANUFACTURER; PROVIDED, THAT CCPS SHALL PROVIDE PURCHASER WITH A ONE (1)-YEAR LIMITED WARRANTY ON CCPS'S SERVICES, WHICH WILL BE SPECIFIED IN THE ASSOCIATED QUOTE (THE "SERVICES WARRANTY"). THE SERVICES WARRANTY DOES NOT COVER ANY PRODUCTS THAT ARE NOT USED FOR THEIR INTENDED PURPOSE, OR IN ACCORDANCE WITH ACCOMPANYING DOCUMENTATION OR THAT HAVE BEEN ALTERED IN ANY WAY BY PURCHASER, ITS EMPLOYEES OR AGENTS OR BY ANY THIRD PARTY.

13. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" AND CCPS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS QUOTE IN RELIANCE UPON ANY STATEMENT OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

14. Limitation on Damages. Any action by Purchaser under or relating to this Quote or the Products or Services sold must be commenced within twelve (12) months after such cause of action has accrued. CCPS's contractual liability for failure to fulfill its obligations hereunder or any other liability under or in connection with the Products or Services shall be limited to the repair or replacement of non-conforming Products, or the re-execution of non-conforming Services, provided, however, that the amount of such liability shall not

exceed the purchase price of the applicable Products or Services. CCPS SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY, WITH RESPECT TO THE PRODUCTS OR SERVICES OR CCPS'S PERFORMANCE HEREUNDER. EVEN IF CCPS HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOLLOWING, CCPS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES RELATING TO THE SALE OF THE PRODUCTS OR SERVICES, OR THE RENDERING THEREOF, OR OTHERWISE, LOSSES DUE TO DELAY IN SHIPMENT, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST PURCHASER BY A THIRD PARTY OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

15. Indemnification. Purchaser shall hold harmless, indemnify, and defend CCPS and its subsidiaries, affiliates, directors, officers, employees and agents (collectively, "CCPS Parties" or "CCPS Party") from and against, and pay, any liability, obligation, loss, damage, fee, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense or disbursement of any kind or nature whatsoever (including without limitation all reasonable attorneys' fees) (hereinafter collectively referred to as "Liabilities") that may be imposed on, incurred by or asserted against any CCPS Party by a third party arising out of the transactions contemplated by this Quote or operation of Products sold to Purchaser hereunder. Notwithstanding the foregoing, Purchaser shall not be liable to any CCPS Party for any portion of such Liabilities that resulted from CCPS's gross negligence, fraud, bad faith or willful misconduct.

16. Termination on Default. In addition to other methods of termination set forth in a Quote, CCPS may terminate and cancel the Quote, and suspend any further performance by CCPS hereunder, if (i) any Product or Service has been delivered or rendered but not paid for by Purchaser in accordance with the terms hereof (all amounts owed in the future hereunder by Purchaser to CCPS thereby becoming immediately due and payable, despite any other agreement to the contrary); (ii) any proceeding in bankruptcy, insolvency, receivership or liquidation are taken against Purchaser; (iii) Purchaser makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iv) Purchaser materially breaches any term of the Quote or (v) CCPS, in good faith, believers that the ability of Purchaser to pay or perform any provision of this Purchase Agreement is impaired.

17. Remedies Upon Breach. If Purchaser breaches this contract, CCPS shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, CCPS's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If CCPS breaches this contract, Purchaser's exclusive remedy shall be to terminate this contract, after written notice to CCPS of the breach and reasonable time to cure, by written notice thereof to CCPS, and to receive a refund of the Quote amount, if previously paid, for any Products that have not been shipped or otherwise identified to this contract as of the date of such termination.

18. Force Majeure. CCPS shall not be liable for damages of any kind, caused by delays in shipment, delivery or any other nonperformance of this Quote, directly or indirectly resulting from, or contributed to by, any circumstances beyond CCPS's control, including without limitation acts of God, riots, wars or national emergencies, epidemics, pandemics, acts of terrorism, labor disputes of every kind, however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend CCPS's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, CCPS may allocate its deliveries among its customers as it may decide in its sole discretion.

19. Confidentiality. The information in these Terms and Conditions, and any documents attached hereto, contain proprietary and confidential information belonging to CCPS and may not be copied, reused, modified, stored or retained except for review and discussion between Purchaser and CCPS. This includes, but is not limited to, any content, intellectual property, technical method, text incorporated and drawings contained therein. It shall not be used, disclosed, modified or reproduced, in whole or in part, for any purpose other than to evaluate these Terms and Conditions, without the prior written consent of CCPS.

20. Governing Law and Venue. This Quote shall be governed by the laws of the State of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

21. Miscellaneous. The Terms and Conditions stated herein constitute, along with the Quote, the complete and exclusive statement of the terms and conditions of sale of the Products and Services. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This Terms and Conditions may be amended, modified or supplemented only by a writing signed by CCPS and Purchaser. The failure of CCPS to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of these Terms and Conditions which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this Quote in that jurisdiction without in any way invalidating the remaining provisions of these Terms and Conditions, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights that accrue to CCPS by virtue of these Terms and Conditions shall inure to the benefit of its successors and assigns. All requests, instructions and notices from one party to the other must be in writing and may be given via certified mail or facsimile transmission to the address of the parties shown on the face of the Quote. Neither the Uniform Law on the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods nor the Convention on Contracts for the International Sale of Goods applies to this Quote

22. Surcharges. In the event of an Original Equipment Manufacturer (OEM) price increase, CCPS reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

23. Cancellations. If Purchaser seeks to cancel its order or it fails or refuses to accept delivery of the products it has ordered, Purchaser agrees to pay all charges incurred by CCPS as a result of such cancellation or refusal or failure to accept delivery. The charges include any cancellation penalties charged to CCPS by the manufacturer, the charges of returning the product to its point of original shipment by CCPS, storage fees, demurrage, or other charges related to Purchaser's cancellation or refusal or failure to accept delivery. A 15% cancellation fee will also apply. If Purchaser cancels its order after the result of a price or Surcharge adjustment affecting the order, and the manufacturer will accept a cancellation request with no penalty, and cancellation fees will be waived.

ORDINANCE NO. 61-2025

FY 2025-2026 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 2025-2026; and,

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

WHEREAS, the recommended amendment is designated for the purpose of generator upgrades to the 4 electric load management generators; 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. 32-2025, the City's FY 2025-2026 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 7 for the year:

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

(a)	Increase 63006000-39900 Fund Balance Appropriated	$ 131,100
(b)	Increase 630733-56000 System Improvements	$ 131,100

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

	Current Budget	Amendment No. 7
General Fund	$ 35,488,700	$ 35,488,700
Emergency Telephone System Fund	118,070	118,070
Powell Bill Fund	1,020,930	1,020,930
Economic Dev. Fund	2,320,568	2,320,568
Affordable Housing	0	0
Housing Fund	3,010,003	3,010,003
Cemetery Fund	50,000	50,000
Utilities-Water Fund	7,842,273	7,842,273
Utilities-Sewer Fund	8,352,175	8,352,175
Utilities-Electric Fund	23,004,010	23,135,110
Utilities-Gas Fund	21,874,203	21,874,203
Utilities – Stormwater Fund	1,833,457	1,833,457
FY 2025-2026 Budget Total	$104,914,389	$105,045,489

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 17th day of November A. D. 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

Agenda Item: D-6

6) Adoption of a project budget ordinance amendment for the City of Shelby's City Hall Annex Renovation Project: Ordinance No. 62-2025

Consent Agenda Item: (Rick Howell, City Manager)

Summary of Available Information:

- Annex Roof Condition Assessment from REI Engineers
- Ordinance No. 62-2025

City Manager's Recommendation / Comments

It is my recommendation that Ordinance No. 62-2025 be adopted and approved by City Council at this time via the Consent Agenda.

POLICE ANNEX
ROOF CONDITION ASSESSMENT

311 S Lafayette St.
Shelby, NC 28150

Client:	City of Shelby
Client's Representative:	Mr. Frashier Purchasing Manager
Prepared By:	REI Engineers, Inc. 1927 JN Pease Place | Suite 201 Charlotte, NC 28262 North Carolina Firm License C-1520

Robert Federle
RRO

NORTH CAROLINA PROFESSIONAL SEAL 035689 ENGINEER JEREMIAH L. WEBSTER

Jeremiah Webster PE, RBEC, RRC, REWC, RWC, RRO, CBECxP

Date: October 28, 2025

POLICE ANNEX ROOF EVALUATION

ROOF CONDITION ASSESSMENT

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY 3
II. PURPOSE AND SCOPE 3
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IV. ASSESSMENT/OBSERVATIONS 3
V. CONCLUSION AND RECOMMENDATIONS 4
VI. OPINION OF CONSTRUCTION COST/ENGINEERING FEES 5
VII. CLOSING 5
VIII. ENCLOSURES 5

I. EXECUTIVE SUMMARY

This report presents the findings from the roof condition assessment conducted at the Police Annex located at 311 S Lafayette St., Shelby, NC 28150.

The facility consists of two (2) main roof sections. These roof sections are designated as Roof Area A and Roof Area B. Roof Area A consists of a low slope modified bitumen roofing system. Roof Area B consists of a steep slope slate roofing system. The scope of work per the signed proposal dated September 8th, 2025, includes condition assessment of Roof Area B. Based on visual assessment of Roof Area B and conditions of their components, REI recommends immediate repairs be conducted on the east sloped portion of the roof and all hips and ridges. At the north, south, and west sloped portion of the facility, REI recommends a full roof replacement be done. These immediate repairs will prolong the service life of the existing roofing system and its underlying components. Based upon visual assessment of Roof Area A, REI recommends preventative maintenance be conducted to prolong the service life of the roofing system. Estimated cost of these recommendations are included in the **VI. OPINION OF COST/ENGINEERING FEES** section of this report.

II. PURPOSE AND SCOPE

The purpose and scope of the assessment was to:

1. Visually examine the current conditions of the existing Roof system(s). Visual observations were performed from adjacent roof levels and arial views utilizing a drone.
2. Document observed conditions and noted deficiencies in the roof assemblies. Photographic documentation of observed conditions is included in this report.
3. Recommend corrective actions.
4. Provide an estimated range of construction costs for budgeting purposes.

III. DESCRIPTION AND BACKGROUND

REI was contacted by City of Shelby about performing a condition assessment of the existing slate roofing system at the Police Annex Building located at 311 S Lafayette St., Shelby, NC 28150. The approximate size of the facilities' total roof area is 6,695 square feet. The approximate size of Roof Area A is 3,183 square feet. The approximate size of Roof Area B is 3,512 square feet. The roofing system at Roof Area B consists of original slate tiles on the North, West, and South of the slope sections. Located on the East elevation, slate tile surfacing appears to be of newer construction. It was informed to REI from reviewing existing drawings and documentation of the facility that the east portion of Roof Area B was replaced in 2014. This repair construction was done in conjunction with the roof replacement construction on the low sloped Roof Area A section. The north, south, and west portions of Roof Area B are presumed to be from original construction in the late 1960's.

IV. ASSESSMENT/OBSERVATIONS

The facility consists of two (2) main roof sections. These roof systems are designated as Roof Area A and Roof Area B. Roof area B consists of a slate tile roofing system. From reviewing existing construction documentation, the roofing system at Roof Area B consists of a slate tile roofing surfaced with a felt underlayment, all attached to existing plywood roof deck. Roof Area B is structurally sloped to primary internal gutters and downspouts for primary drainage. Roof Area B consists of four (4) sloped sections. Existing internal gutter linings and downspout metal consist of copper. Downspouts are tied into ground discharge outlets which are presumed to connect to city storm water drainage systems. Existing copper sheet metal exhibits oxidation consistent with the age of the material. The sheet metal flashing and trim at Roof Area B appeared to be in good condition.

The underside of the existing roof deck was inspected during the time of REI personnel condition assessment. Existing plywood decking was observed attached to existing wood rafters. Plywood roof decking and its components were observed to be in good condition and consistent with the age of the facility.

Slate roofing system contains one (1) ridge and four (4) hips. Located on the north, west, and south elevation sloped section of Roof Area B that the exiting slate tiles appeared to be of older material/construction of those located on the east elevation. It was discovered during review of exiting drawing/as-builts that the east portion of Roof Area B was repaired/replaced with new slate roof system components in 2014. These repairs consisted of removing existing roofing materials down to the existing roof deck and installation of new underlayment materials and installation of new roof slate tiles. Additionally, at ridge and hip locations, high-temperature self-adhered underlayment was installed.

There is a metal incased cupola with louvers located at the center point of the ridge. The roof system that is installed at this location is a standing seam metal panel roofing system. At the base flashing location of the existing cupola, located at the base flashing to existing slate roofing system, base flashing metal consists of copper. The louvers located at the cupola are believed to provide ventilation to the underlying attic space. There were no concerns observed regarding existing components at the cupola location at Roof Area B.

At multiple locations in the field of the roof of Roof Area B, there were various locations of existing slate tiles exhibiting material damage. These areas of material damage presented itself in the form of broken/cracked/missing slate tiles and detached/unsecured slate tiles to underlying roof decking. This condition was observed at all sloped sections of the roof. Various damaged slate materials had detached from the existing roof deck and have fallen to lower internal gutters and onto Roof Area A. At ridge/hip locations, similar material damaging was observed. The surface of the slate tiles was exhibiting major surface staining from the elements. These areas were mostly experienced on the north slope section of the roof area. Due to the above referenced conditions, the slate roofing system and their components located on the North, South, and West location are in poor condition. The east portion of Roof Area B is observed to be in moderate conditions, with repairs needed to broken/damaged slate areas as indicated in the **Attachment 1 – Roof Evaluation Photograph Report** located in the **VII. ENCLOSURES** section of this report.

Roof Area A consists of a granular surface modified bitumen roofing system. The roofing system is sloped to exiting roof drains for primary drainage, with through-wall overflow scuppers utilized for secondary/emergency damage. The roof slope is contained in the roof system(tapered) per the existing drawings. Existing roof membrane is exhibiting granule surface lost consistent with the age of the roof. On the westmost portion of the roof system closest to intersection of Roof area B, a blister underneath the roof membrane was observed. This area is recommended for repair to aid in preventing additional stress on the existing roof membrane and causing prolonged damage. There were various pipe penetrations and soil pipes on Roof Area A that contained liquid applied flashing materials at base flashing locations. At these locations, the liquid applied flashing membrane materials at the base flashing to field transition were exhibiting detachment from the roof membrane. This condition is not weather tight and exposed to the elements. These areas are recommended to be repaired to prevent underlying materials from damage from possible water/weather damage.

V. CONCLUSION AND RECOMMENDATIONS

Due to the age of the existing roof system and conditions of their components, the existing slate sloped sections located on the north, south, and west portions of Roof Area B appear to be in poor condition. These three roof sections at Roof Area B are in the opinion of REI Engineers in need of replacement. The east portion of Roof Area B appears to be in good condition with repairs needed to be performed to prolong the service life of the roof. Specifically, the damaged/missing/broken slate tiles need to be replaced.

At Roof Area A, the existing low slope roofing system appears to be in good condition and is in REI Engineers opinion to have preventative maintenance performed at areas of listed defects listed above in the **IV. ASSESSMENT/OBSERVATIONS** section of this report. These repairs will prolong the service life of the roof system and its components. Photographs of all above listed observations can be located in **Attachment 1 – Roof Evaluation Photograph Report** located in the **VII. ENCLOSURES** section of this report.

Estimated cost of these recommendations are included in the **VI. OPINION OF COST/ENGINEERING FEES** section of this report.

VI. OPINION OF CONSTRUCTION COST/ENGINEERING FEES

Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

- Opinion of Probable Construction Costs:
  - Replace Existing Slate Roofing System at Roof Area B(3 sections) $105,000.00
  - Slate Roof Repairs(East Section of Roof Area B) $9,000.00
  - Low Slope Roof Repairs $1,500.00
  - Contingency Allowance $5,000.00
  - **Construction Total $120,500.00**

- Anticipated Engineering Fees:
  - Contract Documents $9,844.00
  - Construction Administration $7,344.00
  - **Engineering Fees Total $17,188.00**

- **Total Estimated Project Cost $137,688.00**

Upon request, REI will provide a proposal for our recommended Contract Documents and Construction Administration.

VII. CLOSING

This report summarizes the results of our Roof assessment conducted at Police Annex Roof Evaluation. The findings, opinions and recommendations are provided to a reasonable degree of engineering certainty and are based upon available information furnished by participating personnel, our observations performed at the time of the assessment. The observations and recommendations presented in this report are time dependent and conditions will change. In the event that additional relevant information becomes available, we respectfully reserve the right to amend the opinions expressed herein.

This report has been prepared for the exclusive use of City of Shelby and its agents.

Please contact REI Engineers if you have any questions regarding this report.

VIII. ENCLOSURES

Attachment 1 – Roof Evaluation Photograph Report

Attachment 1 - Roof Evaluation Photograph Report

Creator: Robert Federle (@RFE)
Status: General Observation, Noted Defects
Dates: 09-25-2025

Table of contents

General Observation

#	Description	Category	Plan	Assignee	Status	Page
21	Roof Deck Conditions - Roof Area B	Deck Conditions	A	@RFE	General Observation - 10-22-2025	4
1	Elevation Overview - West Elevation	Elevation Overview	A	@RFE	General Observation - 09-26-2025	5
2	Elevation Overview - North Elevation	Elevation Overview	A	@RFE	General Observation - 09-26-2025	6
3	Elevation Overview - North Elevation	Elevation Overview	A	@RFE	General Observation - 09-26-2025	7
5	General Overview - Roof Area A	Overview	A	@DPH	General Observation - 09-26-2025	8
6	General Overview - Roof Area A	Overview	A	@DPH	General Observation - 09-26-2025	9
7	General Overview - Roof Area A	Overview	A	@DPH	General Observation - 09-26-2025	10
8	General Overview - Roof Area A	Overview	A	@DPH	General Observation - 09-26-2025	11
17	General Overview - Roof Area B	Overview	A	@RFE	General Observation - 10-22-2025	12
20	General Overview - Roof Area A	Overview	A	@RFE	General Observation - 10-22-2025	13
12	Granular Loss	Roof Membrane Low Slope	A	@RFE	General Observation - 09-26-2025	14

Noted Defects

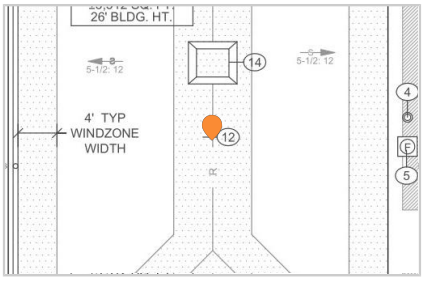
#	Description	Category	Plan	Assignee	Status	Page
4	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 09-26-2025	15
10	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 09-26-2025	16
11	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 09-26-2025	17
18	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-22-2025	18
19	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-22-2025	19
23	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-27-2025	20
24	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-27-2025	21
25	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-27-2025	22

26	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-27-2025	23
27	Broken / Missing Slate	Damaged Roof Surface	A	@RFE	Noted Defects - 10-27-2025	24
9	Staining/Debris on Roof Surface	Debris on Surface	A	@RFE	Noted Defects - 09-26-2025	25
14	Blister in Membrane	Membrane Blisters	A	@RFE	Noted Defects - 09-26-2025	26
13	Deteriorated Pipe Penetration Flashing	Pipe Penetration Flashing	A	@RFE	Noted Defects - 09-26-2025	27
16	Deteriorated Pipe Penetration Flashing	Pipe Penetration Flashing	A	@RFE	Noted Defects - 09-26-2025	28

General Observation

#21 - Roof Deck Conditions - Roof Area B

General Observation | Robert Federle | Deck Conditions
Plan: A - Roof Plan Eval



Photos

1



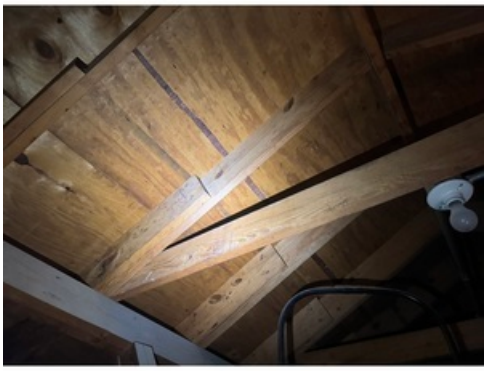
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3



4



5



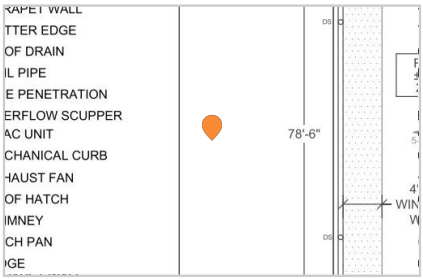
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#1 - Elevation Overview - West Elevation

General Observation | Robert Federle | Elevation Overview

Plan: A - Roof Plan Eval



Photos

1



2



3



4

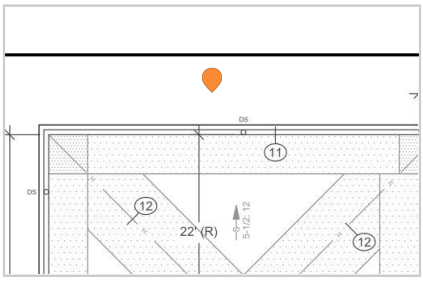


5



#2 - Elevation Overview - North Elevation

General Observation | Robert Federle | Elevation Overview
Plan: A - Roof Plan Eval



Photos

1



2



3

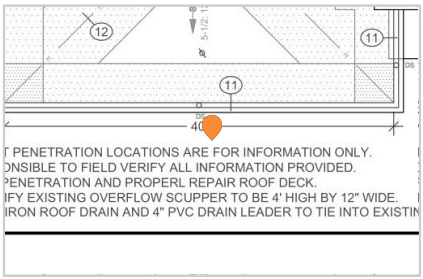


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#3 - Elevation Overview - North Elevation

General Observation | Robert Federle | Elevation Overview
Plan: A - Roof Plan Eval



Photos

1



2

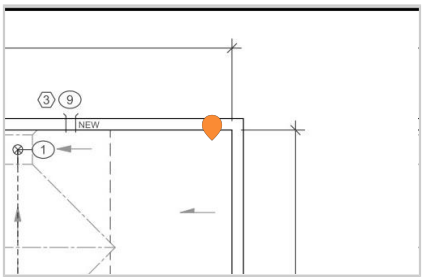


3



#5 - General Overview - Roof Area A

General Observation | Dylan Phillips | Overview
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos





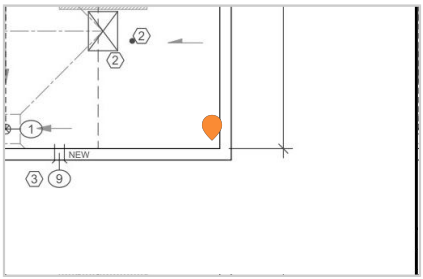






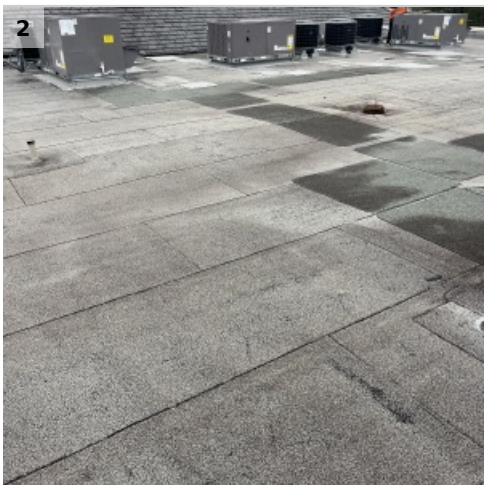
#6 - General Overview - Roof Area A

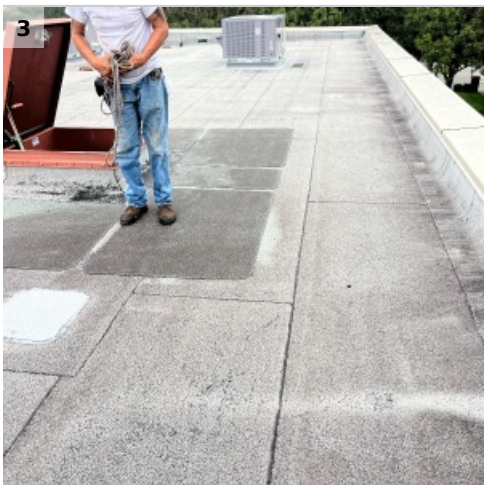
General Observation | Dylan Phillips | Overview
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos



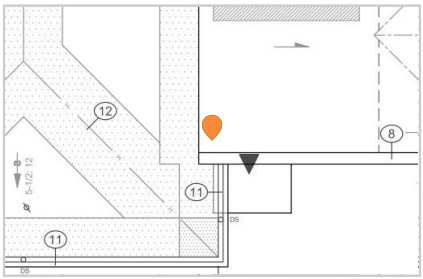




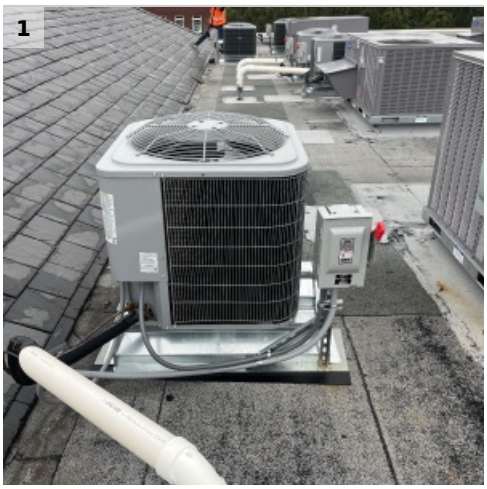


#7 - General Overview - Roof Area A

General Observation | Dylan Phillips | Overview
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos



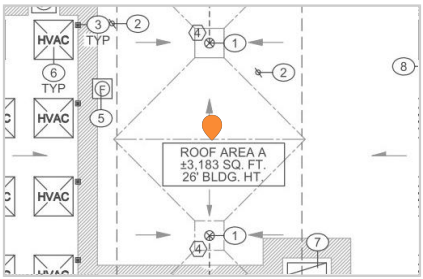






#8 - General Overview - Roof Area A

General Observation | Dylan Phillips | Overview
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos

















#17 - General Overview - Roof Area B

General Observation | Robert Federle | Overview
Plan: A - Roof Plan Eval



Photos

1



2



3

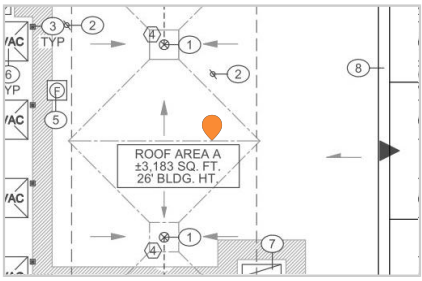


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#20 - General Overview - Roof Area A

General Observation | Robert Federle | Overview
Plan: A - Roof Plan Eval
Tags: #roof_area_a



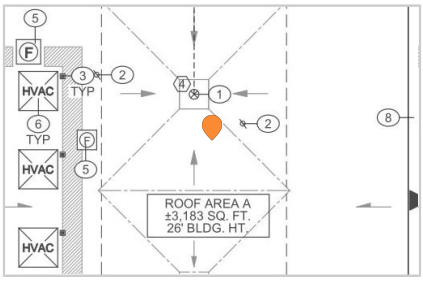
Photos

1



#12 - Granular Loss

General Observation | Robert Federle | Roof Membrane Low Slope
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos


1


2


3


4

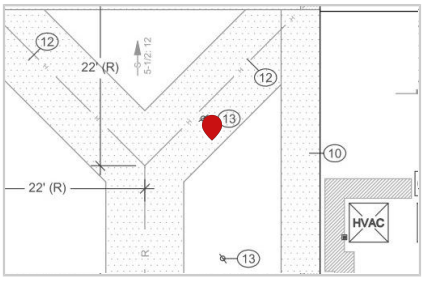

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6

Noted Defects

#4 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



Photos

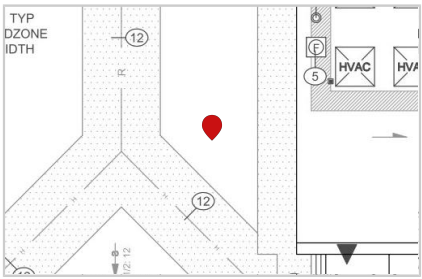






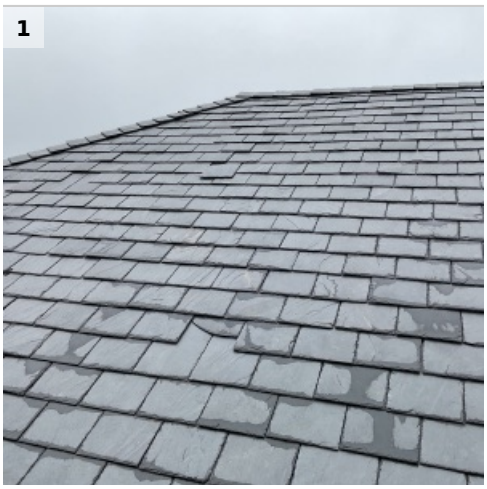
#10 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



Photos

1



2



3



4

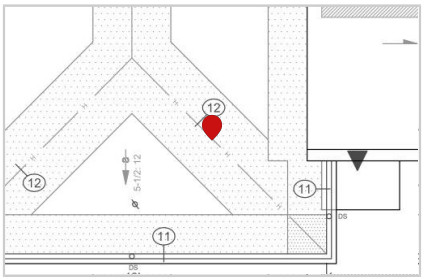


5



#11 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



Photos

1



2



3

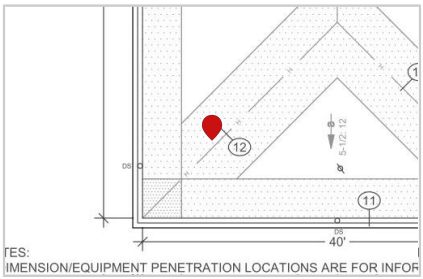


4



#18 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



Photos

1

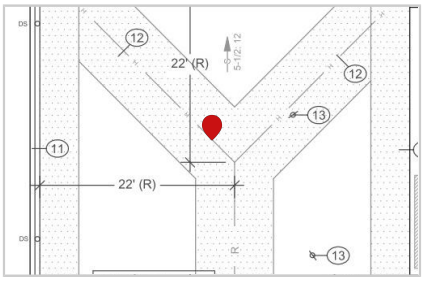


2



#19 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



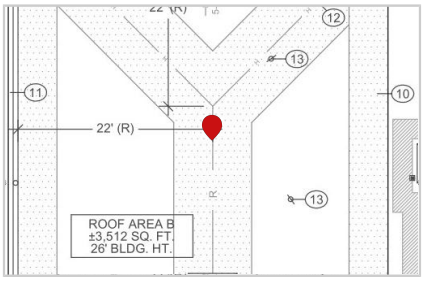
Photos

1



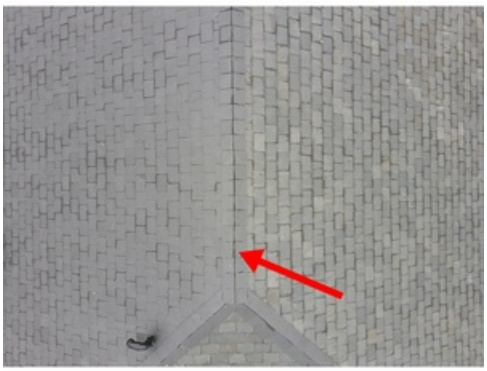
#23 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



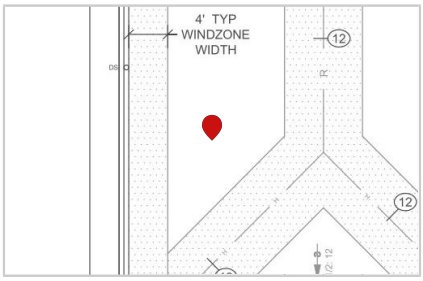
Photos

1



#24 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



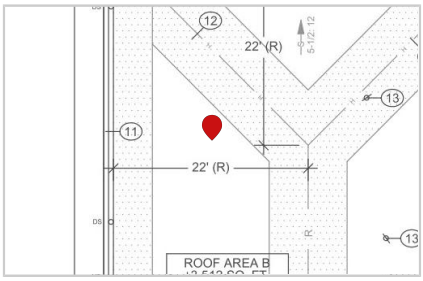
Photos

1



#25 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



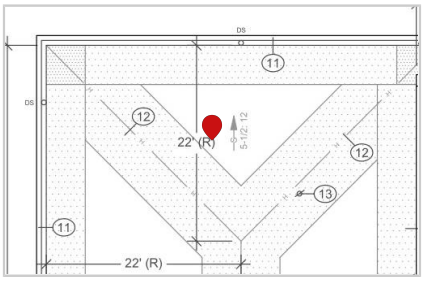
Photos

1



#26 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval

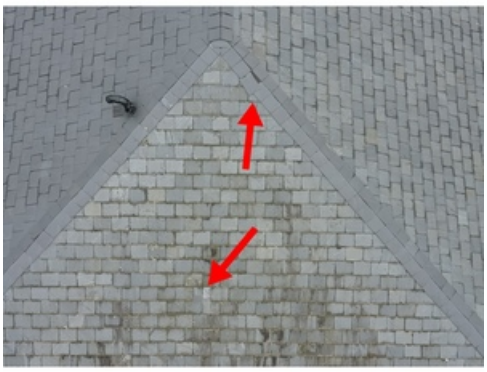


Photos

1



2

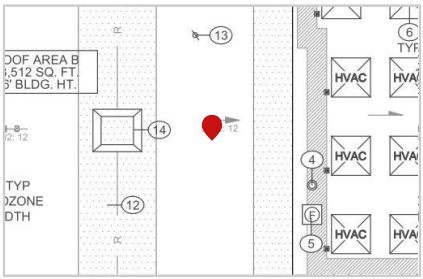


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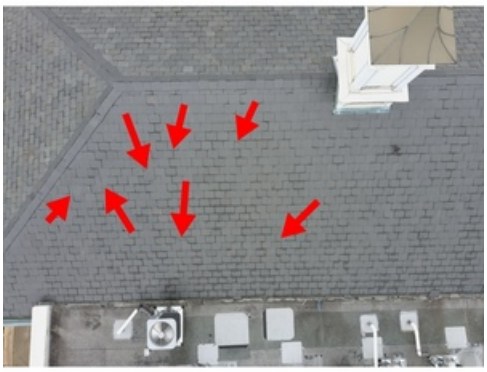
#27 - Broken / Missing Slate

Noted Defects | Robert Federle | Damaged Roof Surface
Plan: A - Roof Plan Eval



Photos

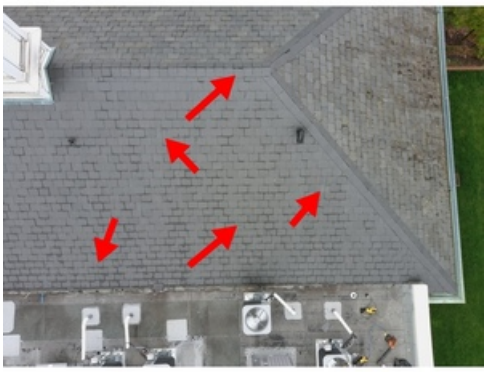
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2

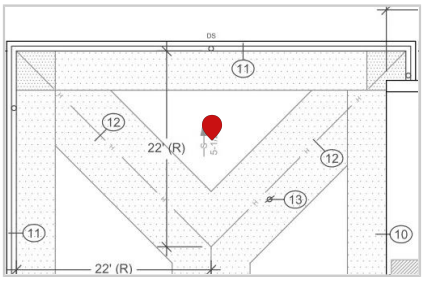


3



#9 - Staining/Debris on Roof Surface

Noted Defects | Robert Federle | Debris on Surface
Plan: A - Roof Plan Eval



Photos

1



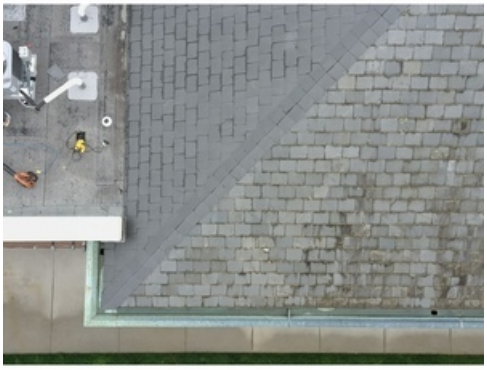
2



3



4

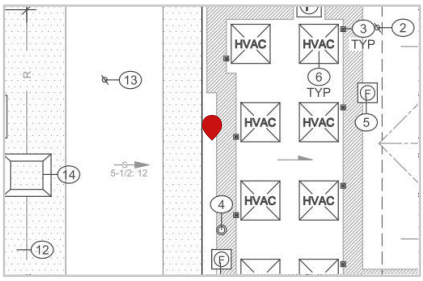


5



#14 - Blister in Membrane

Noted Defects | Robert Federle | Membrane Blisters
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos

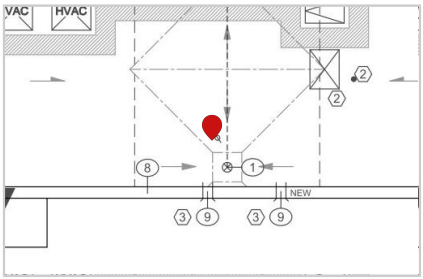






#13 - Deteriorated Pipe Penetration Flashing

Noted Defects | Robert Federle | Pipe Penetration Flashing
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos



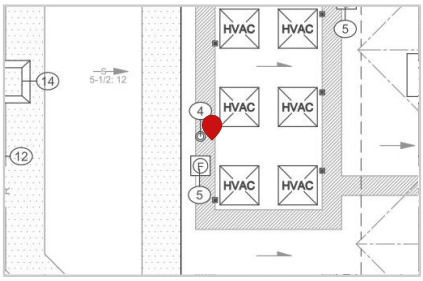






#16 - Deteriorated Pipe Penetration Flashing

Noted Defects | Robert Federle | Pipe Penetration Flashing
Plan: A - Roof Plan Eval
Tags: #roof_area_a



Photos





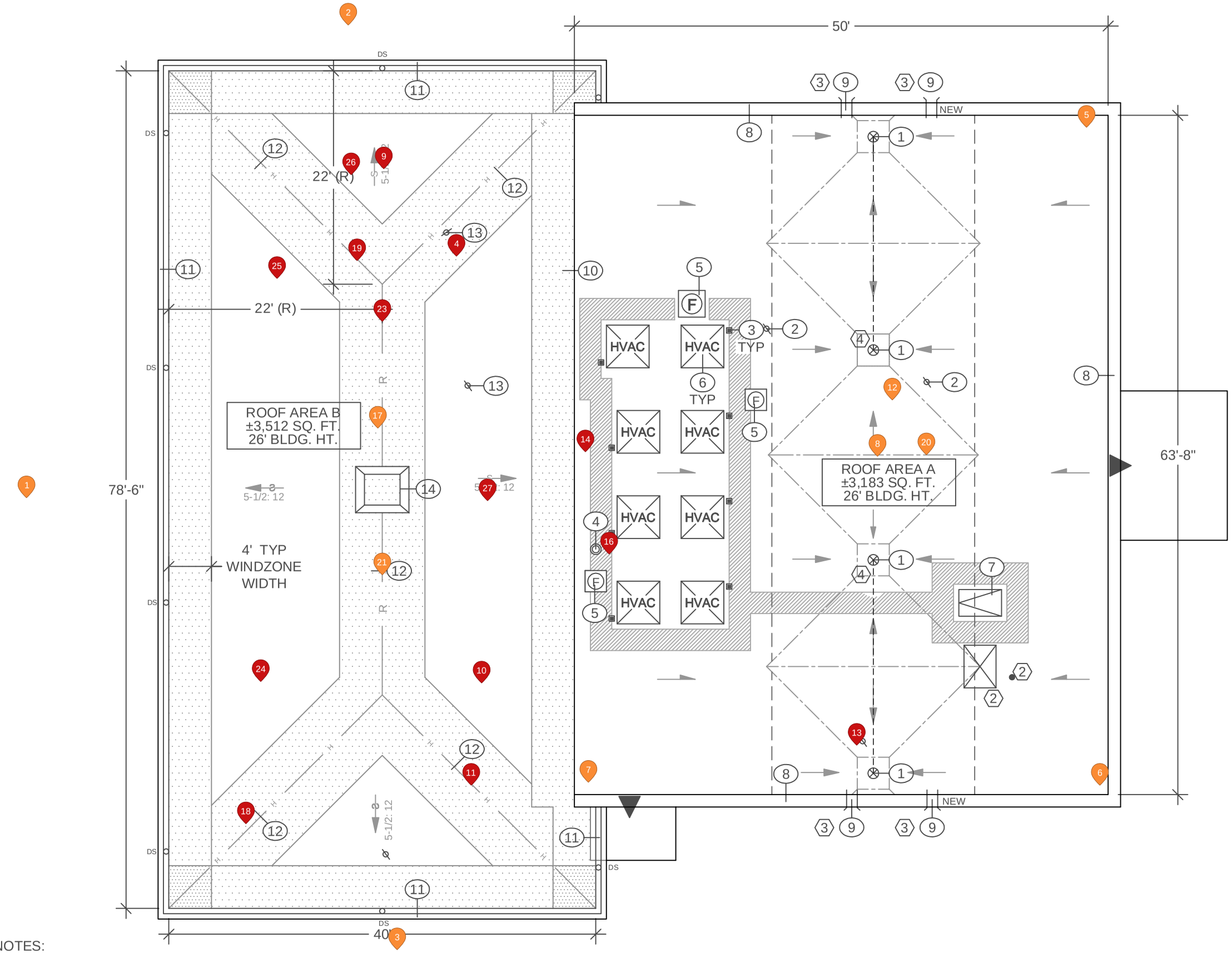


KEY

- ROOF EDGE
- PARAPET WALL
- GUTTER EDGE
- ROOF DRAIN
- SOIL PIPE
- PIPE PENETRATION
- OVERFLOW SCUPPER
- HVAC UNIT
- MECHANICAL CURB
- EXHAUST FAN
- ROOF HATCH
- CHIMNEY
- PITCH PAN
- RIDGE
- HIP
- TAPERED INSULATION
- STRUCTURAL SLOPE
- TAPERED INSULATION SLOPE (1/4"/FT)
- TAPERED INSULATION SLOPE (1/8"/FT)
- ELEVATION CHANGE
- DETAIL NO.
- NOTE NO.
- WALK PAD

WIND ZONES

- ZONE 1 (FIELD)
- ZONE 2 (PERIMETER)
- ZONE 3 (CORNER)



NOTES:
1. DIMENSION/EQUIPMENT PENETRATION LOCATIONS ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL INFORMATION PROVIDED.
2. REMOVE ABANDONED PENETRATION AND PROPERL REPAIR ROOF DECK.
3. PROVIDE NEW OR MODIFY EXISTING OVERFLOW SCUPPER TO BE 4' HIGH BY 12" WIDE.
4. PROVIDE NEW 4" CAST IRON ROOF DRAIN AND 4" PVC DRAIN LEADER TO TIE INTO EXISTING ROOF DRAIN LEADER.

DRAWN BY: LBB
SCALE: 1" - 10'
REI PROJECT NO: 13CLT-173
DRAWING: A

ROOFING, WATERPROOFING & BUILDING ENVELOPE ENGINEERS & CONSULTANTS
CHARLOTTE | RALEIGH | GREENVILLE | CHARLESTON | FORT MYERS
www.reiengineers.com

ROOF PLAN
CITY OF SHELBY
POLICE DEPARTMENT
RE-ROOF RENOVATION

REVISIONS

NO.	DATE
1	
2	
3	
4	

DATE: 07-21-2013

ORDINANCE NO. 62-2025

BUDGET ORDINANCE AMENDMENT FOR THE CITY OF SHELBY'S
CITY HALL ANNEX RENOVATION 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 revise and amend its capital project ordinance and budgets for the City of Shelby's City Hall Annex Renovation Project; 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 the same for implementation and compliance with the North Carolina Local Government Budget and Fiscal Control Act;

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

Section 1. Ordinance No. 56-2022, the City's City Hall Annex Renovation Project, is hereby amended as follows to provide for Budget Amendment No. 7 for said project:

Appropriating Revenues:

Fund Balance Appropriated	11001000-39900	$ 159,107
Transfer to General Capital Projects	110495-49111	$ 159,107

General Fund Capital Projects:

Transferred from General Fund	11101000-39110-CHARP	$ 159,107
Engineering	111427-42004-CHARP	$ 18,875
Construction	111427-53000-CHARP	$ 137,560

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

General Fund Capital Projects:

Revenues:	Current Budget	Amendment No. 7
Transferred from General Fund	$ 2,687,262	$ 2,843,697
Appropriation:		
Engineering	$ 114,000	$ 132,875
Construction	$ 2,573,262	$ 2,710,822

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 17th day of November, 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

Agenda Item: D-7

7) Approval of a project budget ordinance amendment for the City of Shelby's Carolina Thread Trail Project: Ordinance No. 63-2025

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

Summary of Available Information:

- Memorandum dated November 13, 2025, from Justin Longino, Assistant City Manager to Rick Howell, City Manager
- Ordinance No. 63-2025

City Manager's Recommendation / Comments

It is my recommendation that Ordinance No. 63-2025 be adopted and approved by City Council at this time via the Consent Agenda.

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

TO: Rick Howell, City Manager

FROM: Justin Longino, Assistant City Manager

DATE: November 13, 2025

SUBJECT: Carolina Thread Trail Project Close Out

The attached budget amendment reconciles and closes out the "Carolina Thread Trail Project." This project originally began in 2017 with the building of the first suspension bridge across the First Broad River and adjoining trail. This trail is part of the Carolina Thread Trail network and we received funding from that organization to help establish it. The project has since encompassed other elements of the trail such as the restoration of the suspension bridge (twice), maintenance, and other construction or amenity related items.

With the completion and opening of the suspension bridge on November 12, 2025, finance staff prepared the attached budget amendment to finalize the project.

Recommendation: Approve the attached budget amendment to reconcile and close out the Carolina Thread Trail Project.

ORDINANCE NO. 63-2025
BUDGET ORDINANCE AMENDMENT FOR THE CITY OF SHELBY'S
CAROLINA THREAD TRAIL 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 revise and amend its capital project ordinance and budgets for the City of Shelby's Carolina Thread Trail Project; 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 the same for implementation and compliance with the North Carolina Local Government Budget and Fiscal Control Act;

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

Section 1. Ordinance No. 05-2012, the City's Carolina Thread Trail Project, is hereby amended as follows to provide for Budget Amendment No. 11 for said project:

Carolina Thread Trail Project

(1) Appropriating General Fund Balance:

Fund Balance Appropriated	11001000-39900	$ 31,748
Transfer to General Cap. Projects	110495-49111	$ 31,748
Transfer from General Fund	11108000-39110-THDTR	$ 31,748
Construction	111493-53000-THDTR	$ 31,748

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

	Current Budget	Amendment No. 11
Carolina Thread Trail Project		
Revenues		
Trail Grant Revenue	$ 394,148	$ 394,648
Transferred from General Fund	$ 525,769	$ 557,517
Expenditures		
Land	$ 52,165	$ 52,165
Construction	$ 868,252	$ 900,000

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 17th day of November, 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

Agenda Item: D-8

8) Approval of a resolution requesting the Cleveland County Board of County Commissioners to appoint an Extraterritorial Jurisdiction (ETJ) representative to the City of Shelby Board of Adjustment: Resolution No. 89-2025

Consent Agenda Item: (Rick Howell, City Manager)

Summary of Available Information:

- Resolution No. 89-2025

City Manager's Recommendation / Comments

It is my recommendation that Resolution No. 89-2025 be adopted and approved by City Council at this time via the Consent Agenda.

RESOLUTION 89-2025

A RESOLUTION REQUESTING THE CLEVELAND COUNTY BOARD OF COUNTY COMMISSIONERS TO APPOINT AN EXTRATERRITORIAL JURISDICTION (ETJ) REPRESENTATIVE TO THE CITY OF SHELBY BOARD OF ADJUSTMENT

WHEREAS, the City of Shelby utilizes zoning in its land use ordinances; and

WHEREAS, the City of Shelby applies its zoning ordinance within its statutorily permitted extraterritorial jurisdiction (ETJ) pursuant to N.C. Gen. Stat. § 160D-201 and § 202; and

WHEREAS, the City of Shelby has created a Board of Adjustment pursuant to N.C. Gen. Stat. § 160D-302; and

WHEREAS, N.C. Gen. Stat. § 160D-307 requires the City of Shelby to provide proportional representation based on population and to include residents of the City's ETJ on its boards, which includes the Board of Adjustment; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160D-307(b), the Cleveland County Board of Commissioners shall appoint a citizen within the City of Shelby's ETJ within ninety (90) days of the City's request; and

WHEREAS, the City Council for the City of Shelby formally requests the Cleveland County Board of Commissioners to make an appointment to the City of Shelby Board of Adjustment.

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

Section 1. The City Council formally requests the Cleveland County Board of Commissioners to appoint a citizen within the City of Shelby ETJ to serve on the Board of Adjustment.

Section 2. That the City Clerk deliver this Resolution to the Clerk for the Cleveland County Board of Commissioners on November 18, 2025.

Section 3. That upon the passage of ninety (90) days from November 18, 2025, without an appointment to the Board of Adjustment, that City Council for the City of Shelby shall make an appointment at its next meeting or within a reasonable time thereafter.

Section 4. That this Resolution become effective upon its adoption and delivery to the Cleveland County Board of Commissioners on November 18, 2025.

Adopted this the 17th day of November, 2025.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

Agenda Item: D-9

9) Approval of a resolution approving acceptance of maintenance and ownership of the water and sewer infrastructure extensions for Phase I of the Fincastle Glen Subdivision: Resolution No. 90-2025

Consent Agenda Item: (Brian Wilson, Director of Water Resources)

Summary of Available Information:

- Memorandum dated November 13, 2025, from Brian Wilson, Director of Water Resources to Rick Howell, City Manager
- Fincastle Glen Subdivision Phase 1 Utility Map
- Fincastle Glen Subdivision Phase 1 Final Plat
- Resolution No. 90-2025

City Manager's Recommendation / Comments

It is my recommendation that Resolution No. 90-2025 be adopted and approved by City Council at this time via the Consent Agenda.

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Rick Howell, City Manager**

From: **Brian Wilson, Director of Water Resources**

Copied: **Ben Yarboro, Assistant City Manager**

RE: **Acceptance of Infrastructure – Fincastle Glen Subdivision Phase 1**

Date: **November 13, 2025**

Background

Phase I of the Fincastle Glen Subdivision is in the process of being constructed on parcel #67266, consisting of a combined 15.27 acres. The subdivision, consisting of 51 Single Family Residential Units, required both water and sewer extensions to serve the subdivision. American Engineering Associates-Southeast, PA has completed water and sewer infrastructure extensions to serve the subdivision. The water extension was approximately 5,505 LF of 8-inch ductile iron and the sewer extension was approximately 6,537 LF of 8-inch PVC gravity sewer. This extension was designed by a professional engineering firm, and it was then permitted through the North Carolina Department of Environmental Quality, Division of Water Resources.

Review

City staff were involved during the construction process and completed multiple inspections during the installation process and at its completion. The water and sewer infrastructure installed to serve this subdivision has been constructed in accordance with the approved plans and specifications and City standards. Attached are copies of the as-builts and the sewer certifications from Blake Estridge, PE indicating that the construction was completed in accordance with State and Local Guidelines.

The public water and sanitary sewer extension will be operated and maintained by the City of Shelby Utilities Department and are located within Public Right of Way and Public Utility Easements. The associated easements are recorded in Deed Book 51, pages 94-95.

Recommendation

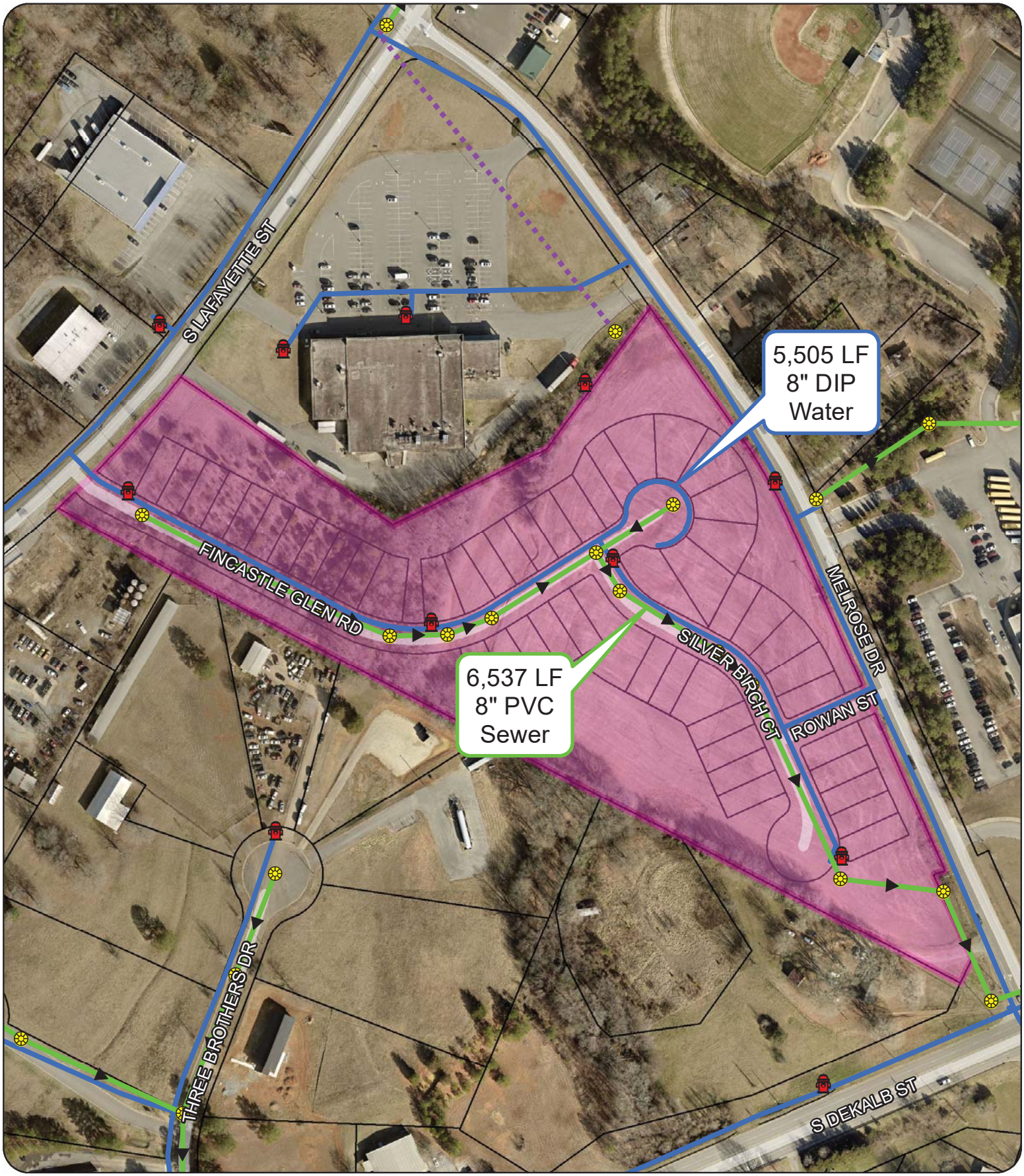
City Staff recommends that City Council formally accept the water infrastructure (5,505 LF) and sewer infrastructure (6,537 LF) for ownership and maintenance associated with the construction of the Fincastle Glen Subdivision.

Please let me know if additional information is required.

Attachments:

- Fincastle Glen Subdivision Phase 1 Utility Map
- Fincastle Glen Subdivision Phase 1 Final Plat

Fincastle Glen Phase I Water & Sewer



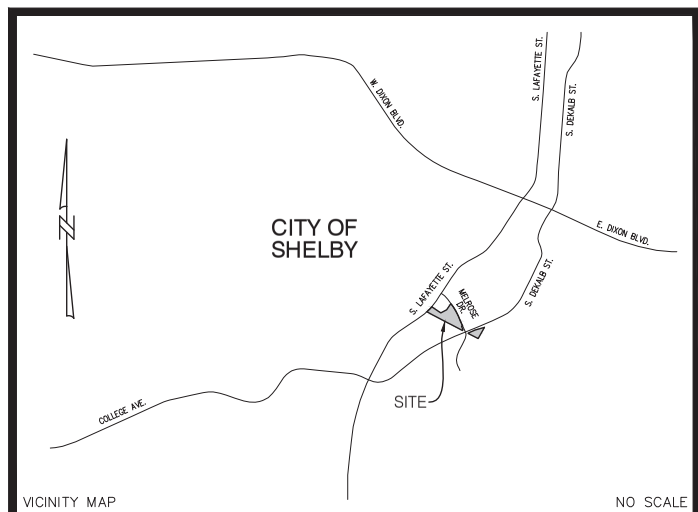
Shelby
NORTH CAROLINA

Gravity Sewer Mains
Force Sewer Mains
Water Main
Subdivision Property
Hydrants
Sewer Manholes
PS Lift Stations

N

0 100 200 400 Feet

The City of Shelby makes no representations, warranties, or guarantees to the accuracy and completeness of the enclosed information and data, and the City is not responsible for any errors or omissions concerning the content and positional accuracy of such information and data.



VICINITY MAP

NO SCALE

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AREA TABLE	SQUARE FEET	ACRES
LOTS	256,405	5.886
COMMON OPEN SPACE	261,558	6.004
RIGHT-OF-WAY	105,778	2.428
DEDICATED RIGHT-OF-WAY	41,532	0.953
TOTAL	665,273	15.271

BAR SCALE 1"=50'
0 25 50 100

NOTES:

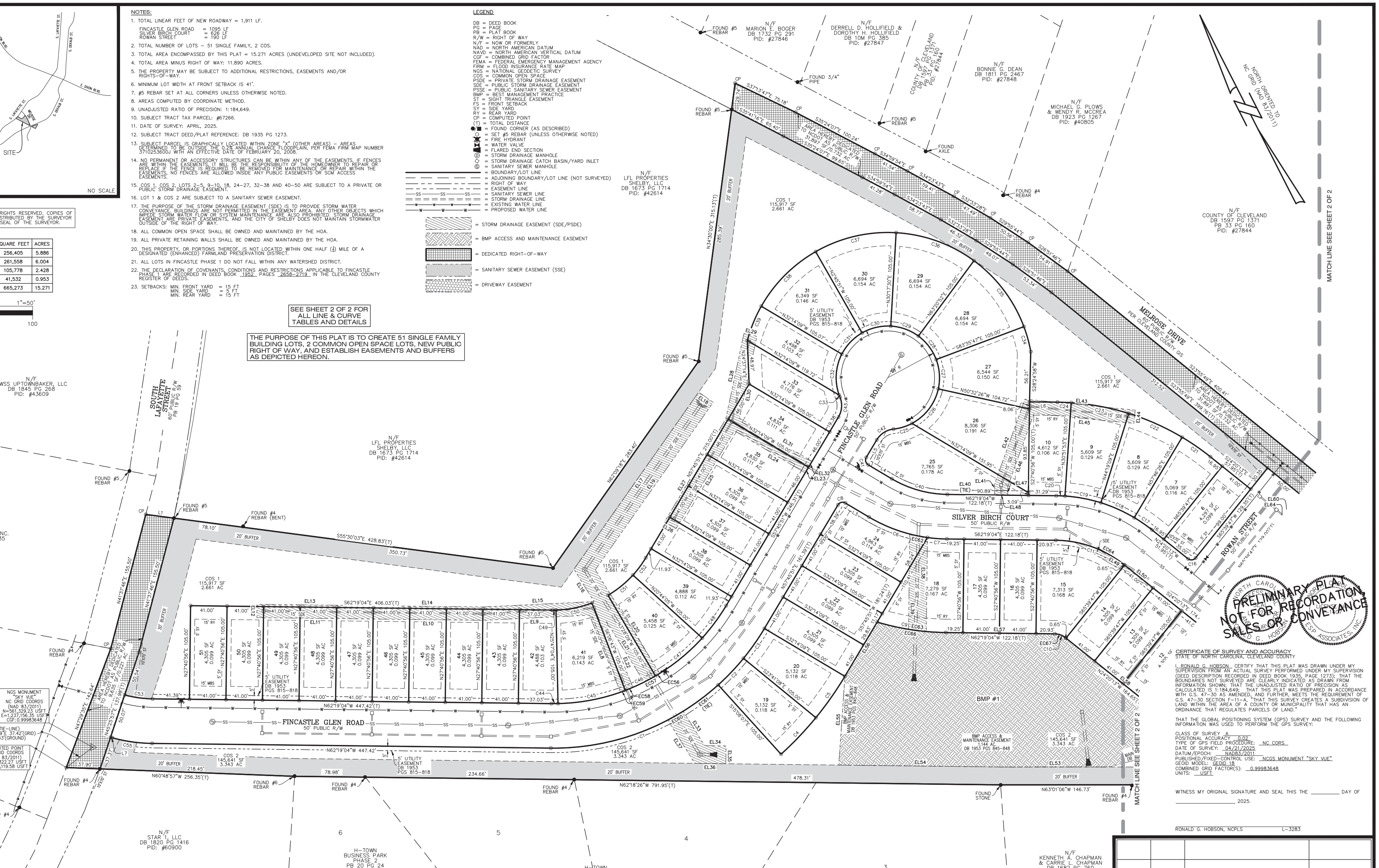
1. TOTAL LINEAR FEET OF NEW ROADWAY = 1,911 LF.
   FINCASTLE GLEN ROAD = 1095 LF
   SILVER BIRCH COURT = 626 LF
   ROWAN STREET = 190 LF
2. TOTAL NUMBER OF LOTS – 51 SINGLE FAMILY, 2 COS.
3. TOTAL AREA ENCOMPASSED BY THIS PLAT = 15.271 ACRES (UNDEVELOPED SITE NOT INCLUDED).
4. TOTAL AREA MINUS RIGHT OF WAY: 11.890 ACRES.
5. THE PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHTS-OF-WAY.
6. MINIMUM LOT WIDTH AT FRONT SETBACK IS 41'.
7. #5 REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
8. AREAS COMPUTED BY COORDINATE METHOD.
9. UNADJUSTED RATIO OF PRECISION: 1:184,649.
10. SUBJECT TRACT TAX PARCEL: #67266.
11. DATE OF SURVEY: APRIL, 2025.
12. SUBJECT TRACT DEED/PLAT REFERENCE: DB 1935 PG 1273.
13. SUBJECT PARCEL IS GRAPHICALLY LOCATED WITHIN ZONE "X" (OTHER AREAS) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA FIRM MAP NUMBER 3710253600J WITH AN EFFECTIVE DATE OF FEBRUARY 20, 2008.
14. NO PERMANENT OR ACCESSORY STRUCTURES CAN BE WITHIN ANY OF THE EASEMENTS. IF FENCES ARE WITHIN THE EASEMENTS, IT WILL BE THE RESPONSIBILITY OF THE HOMEOWNER TO REPAIR OR REPLACE IF THE FENCE IS REQUIRED TO BE REMOVED FOR MAINTENANCE OR REPAIR WITHIN THE EASEMENTS. NO FENCES ARE ALLOWED INSIDE ANY PUBLIC EASEMENTS OR SCM ACCESS EASEMENTS.
15. COS 1, COS 2, LOTS 2–5, 9–10, 18, 24–27, 32–38 AND 40–50 ARE SUBJECT TO A PRIVATE OR PUBLIC STORM DRAINAGE EASEMENT.
16. LOT 1 & COS 2 ARE SUBJECT TO A SANITARY SEWER EASEMENT.
17. THE PURPOSE OF THE STORM DRAINAGE EASEMENT (SDE) IS TO PROVIDE STORM WATER CONVEYANCE. BUILDINGS ARE NOT PERMITTED IN THE EASEMENT AREA. ANY OTHER OBJECTS WHICH IMPEDE STORM WATER FLOW OR SYSTEM MAINTENANCE ARE ALSO PROHIBITED. STORM DRAINAGE EASEMENT ARE PRIVATE EASEMENTS, AND THE CITY OF SHELBY DOES NOT MAINTAIN STORMWATER OUTSIDE OF THE RIGHT OF WAY.
18. ALL COMMON OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOA.
19. ALL PRIVATE RETAINING WALLS SHALL BE OWNED AND MAINTAINED BY THE HOA.
20. THIS PROPERTY, OR PORTIONS THEREOF, IS NOT LOCATED WITHIN ONE HALF (½) MILE OF A DESIGNATED (ENHANCED) FARMLAND PRESERVATION DISTRICT.
21. ALL LOTS IN FINCASTLE PHASE 1 DO NOT FALL WITHIN ANY WATERSHED DISTRICT.
22. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO FINCASTLE PHASE 1 ARE RECORDED IN DEED BOOK 1952 PAGES 2658–2719 IN THE CLEVELAND COUNTY REGISTER OF DEEDS.
23. SETBACKS: MIN. FRONT YARD = 15 FT
    MIN. SIDE YARD = 5 FT
    MIN. REAR YARD = 15 FT

LEGEND

DB = DEED BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
NAD = NORTH AMERICAN DATUM
NAVD = NORTH AMERICAN VERTICAL DATUM
CGF = COMBINED GRID FACTOR
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM = FLOOD INSURANCE RATE MAP
NGS = NATIONAL GEODETIC SURVEY
COS = COMMON OPEN SPACE
PSDE = PRIVATE STORM DRAINAGE EASEMENT
SDE = PUBLIC STORM DRAINAGE EASEMENT
PSSE = PUBLIC SANITARY SEWER EASEMENT
BMP = BEST MANAGEMENT PRACTICE
ST = SIGHT TRIANGLE EASEMENT
FS = FRONT SETBACK
SY = SIDE YARD
RY = REAR YARD
CP = COMPUTED POINT
(T) = TOTAL DISTANCE
● = FOUND CORNER (AS DESCRIBED)
○ = SET #5 REBAR (UNLESS OTHERWISE NOTED)
= FIRE HYDRANT
= WATER VALVE
= FLARED END SECTION
= STORM DRAINAGE MANHOLE
= STORM DRAINAGE CATCH BASIN/YARD INLET
= SANITARY SEWER MANHOLE
= BOUNDARY/LOT LINE
= ADJOINING BOUNDARY/LOT LINE (NOT SURVEYED)
= RIGHT OF WAY
= EASEMENT LINE
= SANITARY SEWER LINE
= STORM DRAINAGE LINE
= EXISTING WATER LINE
= PROPOSED WATER LINE
= STORM DRAINAGE EASEMENT (SDE/PSDE)
= BMP ACCESS AND MAINTENANCE EASEMENT
= DEDICATED RIGHT-OF-WAY
= SANITARY SEWER EASEMENT (SSE)
= DRIVEWAY EASEMENT

SEE SHEET 2 OF 2 FOR ALL LINE & CURVE TABLES AND DETAILS

THE PURPOSE OF THIS PLAT IS TO CREATE 51 SINGLE FAMILY BUILDING LOTS, 2 COMMON OPEN SPACE LOTS, NEW PUBLIC RIGHT OF WAY, AND ESTABLISH EASEMENTS AND BUFFERS AS DEPICTED HEREON.



CERTIFICATE OF SURVEY AND ACCURACY
STATE OF NORTH CAROLINA, CLEVELAND COUNTY

I, RONALD G. HOBSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1935, PAGE 1273); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:184,649; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND FURTHER, MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-A, "THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.02
TYPE OF GPS FIELD PROCEDURE: NC CORS
DATE OF SURVEY: 04/21/2025
DATUM/EPOCH: NAD83/2011
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "SKY VUE"
GEOID MODEL: GEOID 18
COMBINED GRID FACTOR(S): 0.99983648
UNITS: USFT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE ______ DAY OF ______ 2025.

RONALD G. HOBSON, NCPLS L-3283

NO.	DATE	REVISION	BY

FINAL PLAT OF
FINCASTLE GLEN
PHASE 1
(51 SINGLE FAMILY LOTS & 2 COMMON OPEN SPACE LOTS)

LOCATED IN: CITY OF SHELBY
CLEVELAND COUNTY,
NORTH CAROLINA

OWNER/CLIENT:
TAYLOR MORRISON OF CAROLINAS, INC.
11405 N. COMMUNITY HOUSE ROAD – SUITE 150
CHARLOTTE, NC 28277
704-357-6632

PROJECT NO 25-00060
SCALE 1"=50'
DATE 08/14/25
DRAWN BY RLS
CHECKED BY RGH
DATE SURVEYED APRIL, 2025
DRAWING NO 25-00060-FINCASTLE-PH1.DWG
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF SHELBY, THAT I (WE) HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I (WE) WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR A PUBLIC USE SHALL BE DEEMED TO BE DEDICATED FOR ANY OTHER PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE CITY COUNCIL OF THE CITY OF SHELBY IN THE PUBLIC INTEREST.

SIGNATURE OF OWNER ______ DATE ______

TOM JOHNSON
FOR OWNER: TAYLOR MORRISON OF CAROLINAS, INC.

CERTIFICATE OF NOTARY

NORTH CAROLINA, ______ COUNTY

I, ______ A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT ______

PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL

THIS ______ DAY OF ______, 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE SHELBY UNIFIED DEVELOPMENT ORDINANCE SUBJECT TO ITS BEING RECORDED IN THE OFFICE OF REGISTER OF DEEDS WITHIN THIRTY DAYS OF THE DATE BELOW.

UDO ADMINISTRATOR ______ DATE ______
CITY OF SHELBY, NORTH CAROLINA

CERTIFICATE OF REVIEW OFFICER

STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

I, ______, REVIEW OFFICER OF CLEVELAND COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER ______ DATE ______

CERTIFICATE OF APPROVAL OF REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT STREETS, UTILITIES AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE CITY SPECIFICATIONS IN THE THE SUBDIVISION DEPICTED HEREON OR THAT A PERFORMANCE BOND OR OTHER SUFFICIENT SURETY IN THE AMOUNT OF $______ HAS BEEN POSTED WITH SHELBY TO ASSURE COMPLETION OF REQUIRED IMPROVEMENTS.

CITY ENGINEER ______ DATE ______
CITY OF SHELBY, NORTH CAROLINA

I HEREBY CERTIFY THAT A GUARANTEE IN-LIEU OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT OR MANNER SATISFACTORY TO THE CITY OF SHELBY HAS BEEN RECEIVED.

CITY CLERK ______ DATE ______

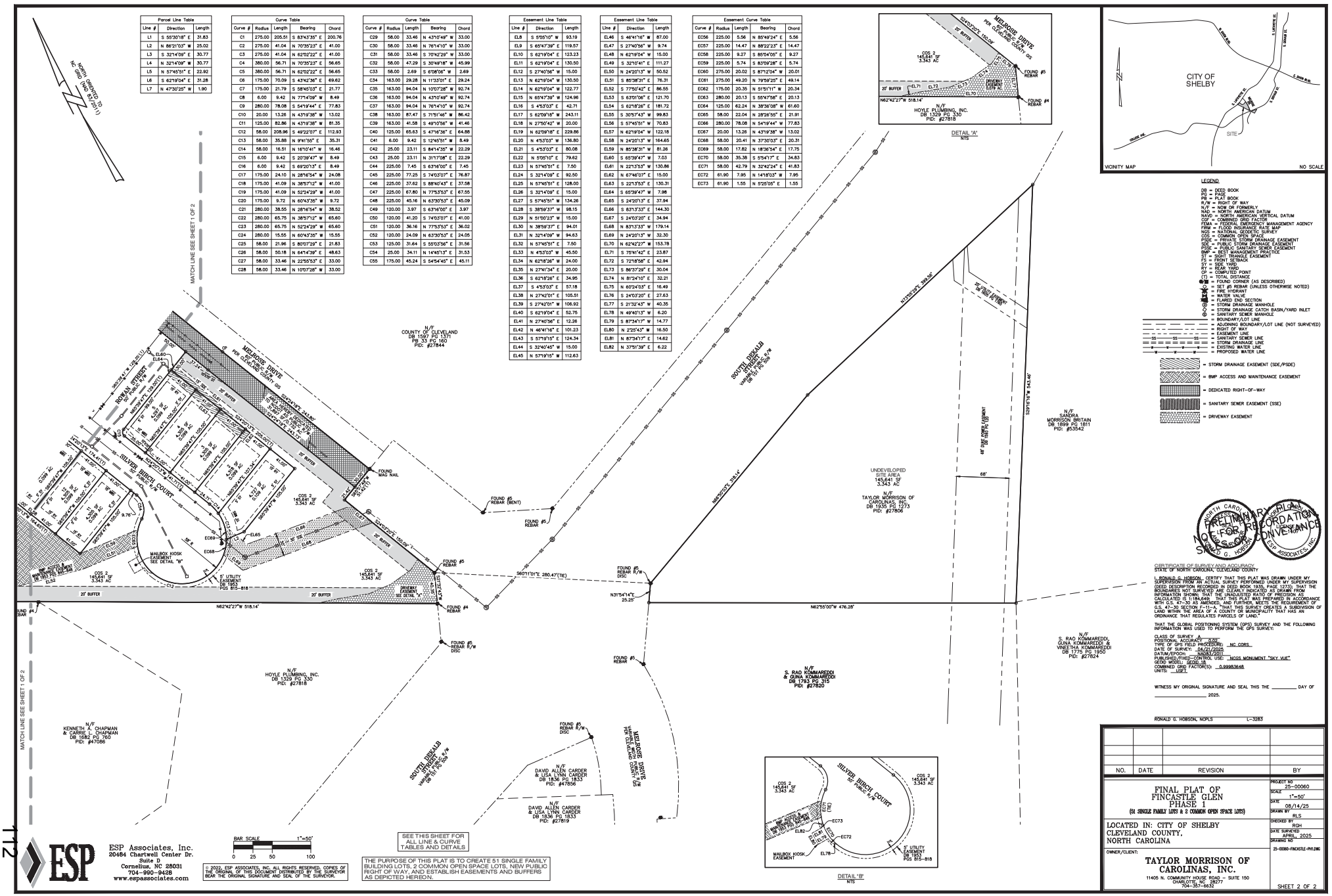
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
CERTIFICATE OF RIGHT OF WAY DEDICATION

I HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION ALONG THE EXISTING STATE MAINTAINED ROADWAY(S) SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS PUBLIC RIGHT OF WAY BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.

APPROVED: ______
DISTRICT ENGINEER

DATE: ______

ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com



Parcel Line Table		
Line #	Direction	Length
L1	S 55°30'18" E	31.83
L2	N 86°21'03" W	25.02
L3	S 32°14'09" E	30.77
L4	N 32°14'09" W	30.77
L5	N 57°45'51" E	22.92
L6	S 62°19'04" E	31.28
L7	N 47°30'25" W	1.90

Curve Table				
Curve #	Radius	Length	Bearing	Chord
C1	275.00	205.51	S 83°43'35" E	200.76
C2	275.00	41.04	N 70°35'23" E	41.00
C3	275.00	41.04	N 62°02'22" E	41.00
C4	360.00	56.71	N 70°35'23" E	56.65
C5	360.00	56.71	N 62°02'22" E	56.65
C6	175.00	70.09	S 43°42'36" E	69.62
C7	175.00	21.79	S 58°45'03" E	21.77
C8	6.00	9.42	N 77°47'09" W	8.49
C9	280.00	78.08	S 64°19'44" E	77.83
C10	20.00	13.26	N 43°13'38" W	13.02
C11	125.00	82.86	N 43°13'38" W	81.35
C12	58.00	208.96	S 49°22'07" E	112.93
C13	58.00	35.88	N 9°41'55" E	35.31
C14	58.00	16.51	N 16°10'41" W	16.46
C15	6.00	9.42	S 20°39'47" W	8.49
C16	6.00	9.42	S 69°20'13" E	8.49
C17	175.00	24.10	N 28°16'54" W	24.08
C18	175.00	41.09	N 35°57'12" W	41.00
C19	175.00	41.09	N 52°24'29" W	41.00
C20	175.00	9.72	N 60°43'35" W	9.72
C21	280.00	38.55	N 28°16'54" W	38.52
C22	280.00	65.75	N 35°57'12" W	65.60
C23	280.00	65.75	N 52°24'29" W	65.60
C24	280.00	15.55	N 60°43'35" W	15.55
C25	58.00	21.96	S 80°07'29" E	21.83
C26	58.00	50.18	N 64°47'39" E	48.63
C27	58.00	33.46	N 22°56'53" E	33.00
C28	58.00	33.46	N 10°07'28" W	33.00

Curve Table				
Curve #	Radius	Length	Bearing	Chord
C29	58.00	33.46	N 43°10'49" W	33.00
C30	58.00	33.46	N 76°14'10" W	33.00
C31	58.00	33.46	S 70°42'29" W	33.00
C32	58.00	47.29	S 30°49'18" W	45.99
C33	58.00	2.69	S 6°08'06" W	2.69
C34	163.00	29.28	N 11°33'01" E	29.24
C35	163.00	94.04	N 10°07'28" W	92.74
C36	163.00	94.04	N 43°10'49" W	92.74
C37	163.00	94.04	N 76°14'10" W	92.74
C38	163.00	87.47	S 71°51'46" W	86.42
C39	163.00	41.58	S 49°10'56" W	41.46
C40	125.00	65.63	S 47°16'36" E	64.88
C41	6.00	9.42	S 12°45'51" W	8.49
C42	25.00	23.11	S 84°14'35" W	22.29
C43	25.00	23.11	N 31°17'08" E	22.29
C44	225.00	7.45	S 63°16'00" E	7.45
C45	225.00	77.25	S 74°03'07" E	76.87
C46	225.00	37.62	S 88°40'43" E	37.58
C47	225.00	67.80	N 77°53'53" E	67.55
C48	225.00	45.16	N 63°30'53" E	45.09
C49	120.00	3.97	S 63°16'00" E	3.97
C50	120.00	41.20	S 74°03'07" E	41.00
C51	120.00	36.16	N 77°53'53" E	36.02
C52	120.00	24.09	N 63°30'53" E	24.05
C53	125.00	31.64	S 55°03'56" E	31.56
C54	25.00	34.11	N 14°45'13" E	31.53
C55	175.00	45.24	S 54°54'45" E	45.11

Easement Line Table		
Line #	Direction	Length
EL8	S 5°05'10" W	93.19
EL9	S 65°47'39" E	119.57
EL10	S 62°19'04" E	123.23
EL11	S 62°19'04" E	130.50
EL12	S 27°40'56" W	15.00
EL13	N 62°19'04" W	130.50
EL14	N 62°19'04" W	122.77
EL15	N 65°47'39" W	124.96
EL16	S 4°53'03" E	42.71
EL17	S 62°09'18" W	243.11
EL18	N 27°50'42" W	20.00
EL19	N 62°09'18" E	229.86
EL20	N 4°53'03" W	136.80
EL21	S 4°53'03" E	80.06
EL22	N 5°05'10" E	79.62
EL23	N 57°45'51" E	7.50
EL24	S 32°14'09" E	92.50
EL25	N 57°45'51" E	128.00
EL26	S 32°14'09" E	15.00
EL27	S 57°45'51" W	134.26
EL28	S 38°59'37" W	98.15
EL29	N 51°00'23" W	15.00
EL30	N 38°59'37" E	94.01
EL31	N 32°14'09" W	94.63
EL32	N 57°45'51" E	7.50
EL33	N 4°53'03" W	45.50
EL34	N 62°58'26" W	24.00
EL35	N 27°41'34" E	20.00
EL36	S 62°18'26" E	34.95
EL37	S 4°53'03" E	57.18
EL38	N 27°42'01" E	105.51
EL39	S 27°42'01" W	106.92
EL40	S 62°19'04" E	52.75
EL41	N 27°40'56" E	12.26
EL42	N 46°41'16" E	101.23
EL43	S 57°19'15" E	124.34
EL44	S 32°40'45" W	15.00
EL45	N 57°19'15" W	112.63

Easement Line Table		
Line #	Direction	Length
EL46	S 46°41'16" W	87.00
EL47	S 27°40'56" W	9.74
EL48	N 62°19'04" W	15.00
EL49	S 32°10'41" E	111.27
EL50	N 24°20'13" W	50.52
EL51	S 85°38'31" E	76.31
EL52	S 7°50'42" E	86.55
EL53	S 63°01'06" E	121.70
EL54	S 62°18'26" E	181.72
EL55	S 30°57'43" W	99.83
EL56	S 57°45'51" W	70.83
EL57	N 62°19'04" W	122.18
EL58	N 24°20'13" W	164.65
EL59	N 85°38'31" W	81.26
EL60	S 65°39'47" W	7.03
EL61	N 22°13'53" W	130.86
EL62	N 67°46'07" E	15.00
EL63	S 22°13'53" E	130.31
EL64	S 65°39'47" W	7.98
EL65	S 24°20'13" E	37.94
EL66	S 83°13'33" E	144.30
EL67	S 24°03'20" E	34.94
EL68	N 83°13'33" W	179.14
EL69	N 24°20'13" W	32.30
EL70	N 62°42'27" W	153.78
EL71	S 75°14'42" E	23.87
EL72	S 72°18'56" E	42.94
EL73	S 86°37'29" E	30.04
EL74	N 81°24'10" E	32.21
EL75	N 60°24'03" E	16.49
EL76	S 24°03'20" E	27.63
EL77	S 21°32'43" W	40.35
EL78	N 49°40'13" W	6.20
EL79	S 87°34'17" W	14.77
EL80	N 2°25'43" W	16.50
EL81	N 87°34'17" E	14.62
EL82	N 37°51'39" E	6.22

Easement Curve Table				
Curve #	Radius	Length	Bearing	Chord
EC56	225.00	5.56	N 85°49'24" E	5.56
EC57	225.00	14.47	N 88°22'23" E	14.47
EC58	225.00	9.27	S 85°04'05" E	9.27
EC59	225.00	5.74	S 83°09'28" E	5.74
EC60	275.00	20.02	S 87°12'04" W	20.01
EC61	275.00	49.20	N 79°56'25" E	49.14
EC62	175.00	20.35	N 51°51'11" W	20.34
EC63	280.00	20.13	S 55°47'58" E	20.13
EC64	125.00	62.24	N 38°36'08" W	61.60
EC65	58.00	22.04	N 28°28'55" E	21.91
EC66	280.00	78.08	N 54°19'44" W	77.83
EC67	20.00	13.26	N 43°13'38" W	13.02
EC68	58.00	20.41	N 37°30'03" E	20.31
EC69	58.00	17.82	N 18°36'54" E	17.75
EC70	58.00	35.38	S 5°54'17" E	34.83
EC71	58.00	42.79	N 32°42'24" E	41.83
EC72	61.90	7.95	N 14°18'03" W	7.95
EC73	61.90	1.55	N 5°25'05" E	1.55

LEGEND

DB = DEED BOOK
PG = PAGE
PB = PLAT BOOK
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
NAD = NORTH AMERICAN DATUM
NAVD = NORTH AMERICAN VERTICAL DATUM
COF = COMBINED GRID FACTOR
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM = FLOOD INSURANCE RATE MAP
NGS = NATIONAL GEODETIC SURVEY
COS = COMMON OPEN SPACE
PSDE = PRIVATE STORM DRAINAGE EASEMENT
SDE = PUBLIC STORM DRAINAGE EASEMENT
SSE = SANITARY SEWER EASEMENT
BMP = BEST MANAGEMENT PRACTICE
ST = SIGHT TRIANGLE EASEMENT
FS = FRONT SETBACK
SY = SIDE YARD
RY = REAR YARD
CP = COMPUTED POINT
(T) = TOTAL DISTANCE
● = FOUND CORNER (AS DESCRIBED)
○ = SET #5 REBAR (UNLESS OTHERWISE NOTED)
= FIRE HYDRANT
= WATER VALVE
= FLARED END SECTION
= STORM DRAINAGE MANHOLE
= STORM DRAINAGE CATCH BASIN/YARD INLET
= SANITARY SEWER MANHOLE
= BOUNDARY/LOT LINE
= ADJOINING BOUNDARY/LOT LINE (NOT SURVEYED)
= RIGHT OF WAY
= EASEMENT LINE
= SANITARY SEWER LINE
= STORM DRAINAGE LINE
= EXISTING WATER LINE
= PROPOSED WATER LINE
= STORM DRAINAGE EASEMENT (SDE/PSDE)
= BMP ACCESS AND MAINTENANCE EASEMENT
= DEDICATED RIGHT-OF-WAY
= SANITARY SEWER EASEMENT (SSE)
= DRIVEWAY EASEMENT

PRELIMINARY PLAT
FOR RECORDATION
NOT FOR CONVEYANCE
RONALD G. HOBSON, NCPLS
L-3283
ESP ASSOCIATES, INC.

CERTIFICATE OF SURVEY AND ACCURACY
STATE OF NORTH CAROLINA, CLEVELAND COUNTY

I, RONALD G. HOBSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 1935, PAGE 1273); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:184,649; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AND FURTHER, THAT IT MEETS THE REQUIREMENT OF G.S. 47-30 SECTION 39(a) (2) AND (3) FOR A SURVEY CREATED A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND."

THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

CLASS OF SURVEY: A SUBC
POSITIONAL ACCURACY: 0.06M
TYPE OF GPS FIELD PROCEDURE: NC CORS
DATE OF SURVEY: 04/21/2025
DATUM/EPOCH: NAD83/2011
PUBLISHED/FIXED-CONTROL USE: NCGS MONUMENT "SKY VUE"
GEOID MODEL: GEOID 18
COMBINED GRID FACTOR(S): 0.999853646
UNITS: US FT

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF _____ 2025.

RONALD G. HOBSON, NCPLS L-3283

NO.	DATE	REVISION	BY

FINAL PLAT OF
FINCASTLE GLEN
PHASE 1
(51 SINGLE FAMILY LOTS & 2 COMMON OPEN SPACE LOTS)

LOCATED IN: CITY OF SHELBY
CLEVELAND COUNTY,
NORTH CAROLINA

OWNER/CLIENT:
TAYLOR MORRISON OF CAROLINAS, INC.
11405 N. COMMUNITY HOUSE ROAD – SUITE 150
CHARLOTTE, NC 28277
704-357-8632

PROJECT NO: 25-00060
SCALE: 1"=50'
DATE: 08/14/25
DRAWN BY: RLS
CHECKED BY: RGH
DATE SURVEYED: APRIL, 2025
DRAWING NO: 25-00060-FINCASTLE-PHL2NG
SHEET 2 OF 2

ESP Associates, Inc.
20484 Chartwell Center Dr.
Suite D
Cornelius, NC 28031
704-990-9428
www.espassociates.com

BAR SCALE 1"=50'
0 25 50 100

© 2022, ESP ASSOCIATES, INC. ALL RIGHTS RESERVED. COPIES OF THE ORIGINAL OF THIS DOCUMENT DISTRIBUTED BY THE SURVEYOR BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.

THE PURPOSE OF THIS PLAT IS TO CREATE 51 SINGLE FAMILY BUILDING LOTS, 2 COMMON OPEN SPACE LOTS, NEW PUBLIC RIGHT OF WAY, AND ESTABLISH EASEMENTS AND BUFFERS AS DEPICTED HEREON.

RESOLUTION NO. 90 – 2025

A RESOLUTION APPROVING ACCEPTANCE OF MAINTENANCE AND OWNERSHIP OF THE WATER AND SEWER INFRASTRUCTURE EXTENSIONS FOR PHASE I OF THE FINCASTLE GLEN SUBDIVISION

WHEREAS, Phase I of the Fincastle Glen Subdivision is being constructed on parcel #67266, consisting of a combined 15.27 acres; and,

WHEREAS, the subdivision will contain 51 single-family residential units, which required extensions of public water and sanitary sewer to serve the development; and,

WHEREAS, American Engineering Associates – Southeast, P.A. has completed water and sewer infrastructure extensions to serve the subdivision, consisting of approximately 5,505 linear feet of 8-inch ductile iron of water main and approximately 6,537 linear feet of 8-inch PVC gravity sewer; and,

WHEREAS, the extensions were designed by a professional engineering firm and permitted through the North Carolina Department of Environmental Quality, Division of Water Resources; and,

WHEREAS, City staff provided observation and inspection during construction and at completion and have determined that the water and sewer infrastructure has been constructed in accordance with the approved plans, specifications, and City standards; and,

WHEREAS, City staff was involved during the construction process, conducted final inspections, and certified that all infrastructure was constructed to City standards and is in satisfactory condition; and,

WHEREAS, plans for the extensions of the water and sanitary sewer system to serve the subdivision were reviewed by the City of Shelby and were submitted to and permitted by the North Carolina Department of Environmental Quality, Division of Water Resources; and

WHEREAS, the design engineer, Blake Estridge, P.E., has certified that the water and sewer infrastructure for this subdivision has been completed in accordance with plans approved by the City and the NC Department of Environmental Quality, Division of Water Resources; and

WHEREAS, City staff recommends formal acceptance of the public water infrastructure and public sanitary sewer infrastructure for ownership and maintenance by the City of Shelby Utilities Department.

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

Section 1. The water and sewer extensions associated with Phase I of the Fincastle Glen Subdivision as denoted above are hereby accepted by the City Council of the City of Shelby for maintenance and operation.

Section 2. The City Manager of the City of Shelby or his designee is hereby authorized and instructed to cause the provisions of Section 1 of this resolution to be implemented, and the applicable water and sewer infrastructure shall be assumed for ownership and maintenance by the City of Shelby.

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

Adopted and approved this the 17th day of November, 2025.

_____
O. Stanhope Anthony III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

Agenda Item: D-10

10) Approval of a resolution approving acceptance of maintenance and ownership of the water and sewer infrastructure extensions for the Cleveland Hill Subdivision: Resolution No. 91-2025

Consent Agenda Item: (Brian Wilson, Director of Water Resources)

Summary of Available Information:

- Memorandum dated November 13, 2025, from Brian Wilson, Director of Water Resources to Rick Howell, City Manager
- Cleveland Hill Subdivision Utility Map
- Cleveland Hill Recorded Final Plat
- Resolution No. 91-2025

City Manager's Recommendation / Comments

It is my recommendation that Resolution No. 91-2025 be adopted and approved by City Council at this time via the Consent Agenda.

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

Memorandum

To: **Rick Howell, City Manager**

From: **Brian Wilson, Director of Water Resources**

Copied: **Ben Yarboro, Assistant City Manager**

RE: **Acceptance of Infrastructure – Cleveland Hill Subdivision**

Date: **November 13, 2025**

Background

The Cleveland Hill Subdivision is in the process of being constructed on parcel #5430, consisting of a combined 75.42 acres. The subdivision, consisting of 193 Single Family Residential Units, required both water and sewer extensions to serve the subdivision. Peeler Engineering, PLLC has completed water and sewer infrastructure extensions to serve the subdivision. The water extension was approximately 6,299 LF of 8-inch ductile iron. The sewer extension was approximately 5,972 LF of 8-inch PVC gravity sewer. This extension was designed by a professional engineering firm, and it was then permitted through the North Carolina Department of Environmental Quality, Division of Water Resources.

Review

City staff was involved during the construction process and completed multiple inspections during the installation process and at its completion. The water and sewer infrastructure installed to serve this subdivision has been constructed in accordance with the approved plans and specifications and City standards. Attached are copies of the as-builts and the sewer certifications from Caleb Peeler, PE indicating that the construction was completed in accordance with State and Local Guidelines.

The public water and sanitary sewer extension will be operated and maintained by the City of Shelby Utilities Department and are located within Public Right of Way and Public Utility Easements. The associated easements are recorded in Deed Book 1949 - pages 1355-1360.

Recommendation

City Staff recommends that City Council formally accept the water infrastructure (6,299 LF) and sewer infrastructure (5,972 LF) for ownership and maintenance associated with the construction of the Cleveland Hill Subdivision.

Please let me know if additional information is required.

Attachments:

- Cleveland Hill Subdivision Utility Map
- Cleveland Hill Recorded Final Plat

Cleveland Hill Water & Sewer



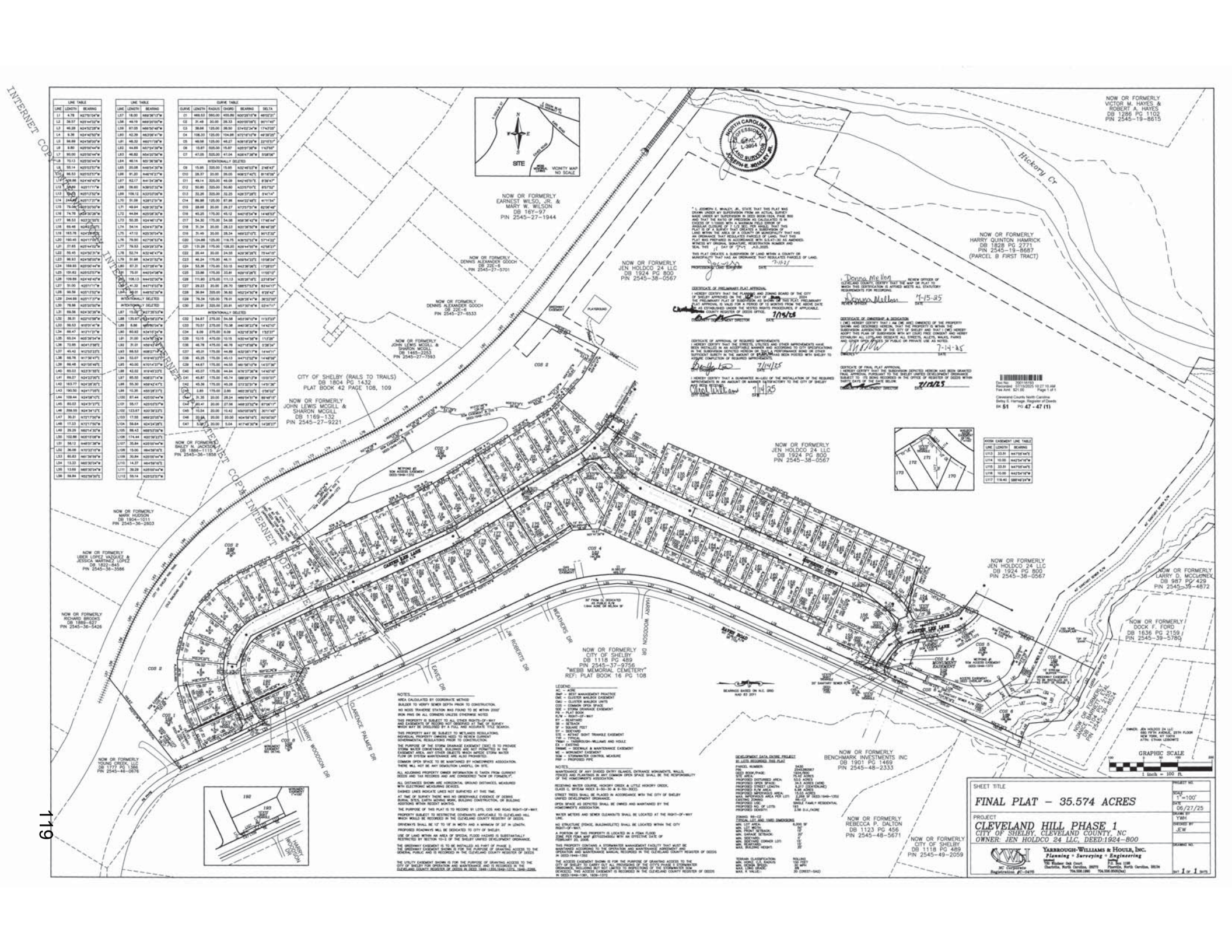
Shelby NORTH CAROLINA

Gravity Sewer Mains
Force Sewer Mains
Water Main
Subdivision Property
Hydrants
Sewer Manholes
PS Lift Stations

N

0 200 400 800 Feet

The City of Shelby makes no representations, warranties, or guarantees to the accuracy and completeness of the enclosed information and data, and the City is not responsible for any errors or omissions concerning the content and positional accuracy of such information and data.


NOW OR FORMERLY
VICTOR M. HAYES &
ROBERT A. HAYES
DB 1286 PG 1102
PIN 2545-19-8615
Hickory Cr
NOW OR FORMERLY
HARRY QUINTON HAMRICK
DB 1828 PG 2771
PIN 2545-19-8687
(PARCEL B FIRST TRACT)
NOW OR FORMERLY
EARNEST WILSO, JR. &
MARY W. WILSON
DB 16Y-97
PIN 2545-27-1944
NOW OR FORMERLY
DENNIS ALEXANDER GOOCH
DB 22C-4
PIN 2545-27-5701
NOW OR FORMERLY
DENNIS ALEXANDER GOOCH
DB 22C-4
PIN 2545-27-6533
NOW OR FORMERLY
JOHN LEWIS MCGILL &
SHARON MCGILL
DB 1465-2253
PIN 2545-27-7093
CITY OF SHELBY (RAILS TO TRAILS)
DB 1804 PG 1432
PLAT BOOK 42 PAGE 108, 109
NOW OR FORMERLY
JOHN LEWIS MCGILL &
SHARON MCGILL
DB 1169-132
PIN 2545-27-9221
NOW OR FORMERLY
SHELEY N. JACKSON
DB 1886-1115
PIN 2545-36-1858
NOW OR FORMERLY
JEN HOLDCO 24 LLC
DB 1924 PG 800
PIN 2545-38-0567
NOW OR FORMERLY
MARK HUDSON
DB 1804-1011
PIN 2545-36-2603
NOW OR FORMERLY
UBER LOPEZ VAZQUEZ &
JESSICA MARTINEZ LOPEZ
DB 1822-845
PIN 2545-36-3586
NOW OR FORMERLY
RICHARD BROOKS
DB 1889-527
PIN 2545-36-5426
NOW OR FORMERLY
YOUNG CREEK, LLC
DB 1777 PG 1366
PIN 2545-46-0876
NOW OR FORMERLY
CITY OF SHELBY
DB 1118 PG 489
PIN 2545-37-9756
"WEBB MEMORIAL CEMETERY"
REF: PLAT BOOK 16 PG 108
NOW OR FORMERLY
BENCHMARK INVESTMENTS INC
DB 1901 PG 1469
PIN 2545-48-2333
NOW OR FORMERLY
REBECCA P. DALTON
DB 1123 PG 456
PIN 2545-48-5671
NOW OR FORMERLY
CITY OF SHELBY
DB 1118 PG 489
PIN 2545-49-2059
NOW OR FORMERLY
LARRY D. MCCLUNEY
DB 987 PG 429
PIN 2545-39-4872
NOW OR FORMERLY
DOCK F. FORD
DB 1636 PG 2159
PIN 2545-39-5780
NOW OR FORMERLY
BARRY SCOTT LISK
DB 1734 PG 1524
PLAT BOOK 42 PAGE 108, 109
PIN 2545-39-8024
INTERNET COPY
INTERNET COPY
INTERNET COPY
SITE
VICINITY MAP
NO SCALE
CURVE TABLE
LINE TABLE
WORK EASEMENT LINE TABLE
NOTES
LEGEND
DEVELOPMENT DATA (NOW) PROJECT
BEARINGS BASED ON N.C. GRID NAD 83 2011
GRAPHIC SCALE
1 inch = 100 ft.
SHEET TITLE
FINAL PLAT – 35.574 ACRES
PROJECT
CLEVELAND HILL PHASE 1
CITY OF SHELBY, CLEVELAND COUNTY, NC
OWNER: JEN HOLDCO 24 LLC, DEED:1924-800
YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
PROJECT NO.
SCALE 1"=100'
DATE 06/27/25
DRAWN BY YWH
CHECKED BY JEW
DRAWING NO.
SHT 1 OF 1 SHTS.

RESOLUTION NO. 91 – 2025

A RESOLUTION APPROVING ACCEPTANCE OF MAINTENANCE AND OWNERSHIP OF THE WATER AND SEWER INFRASTRUCTURE EXTENSIONS FOR THE CLEVELAND HILL SUBDIVISION

WHEREAS, the Cleveland Hill Subdivision is being constructed on parcel #5430, consisting of a combined 75.42 acres; and,

WHEREAS, the subdivision will contain 193 single-family residential units, which required extensions of public water and sanitary sewer to serve the development; and,

WHEREAS, Peeler Engineering, PLLC has completed water and sewer infrastructure extensions to serve the subdivision, consisting of approximately 6,299 linear feet of 8-inch ductile iron of water main and approximately 5,972 linear feet of 8-inch PVC gravity sewer; and

WHEREAS, the extensions were designed by a professional engineering firm and permitted through the North Carolina Department of Environmental Quality, Division of Water Resources; and,

WHEREAS, City staff provided observation and inspection during construction and at completion and have determined that the water and sewer infrastructure has been constructed in accordance with the approved plans, specifications, and City standards; and,

WHEREAS, City staff was involved during the construction process, conducted final inspections, and certified that all infrastructure was constructed to City standards and is in satisfactory condition; and,

WHEREAS, the design engineer, Caleb Peeler, PE, has certified that the water and sewer infrastructure for this subdivision has been completed in accordance with plans approved by the City and the NC Department of Environmental Quality, Division of Water Resources; and

WHEREAS, City staff recommends formal acceptance of the public water infrastructure and public sanitary sewer infrastructure for ownership and maintenance by the City of Shelby Utilities Department.

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

Section 1. The water and sewer extensions associated with the Cleveland Hill Subdivision as denoted above are hereby accepted by the City Council of the City of Shelby for maintenance and operation.

Section 2. The City Manager of the City of Shelby or his designee is hereby authorized and instructed to cause the provisions of Section 1 of this resolution to be implemented, and the applicable water and sewer infrastructure shall be assumed for ownership and maintenance by the City of Shelby.

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

Adopted and approved this the 17th day of November, 2025.

_____

O. Stanhope Anthony III
Mayor

ATTEST:

_____

Carol Williams
City Clerk

Agenda Item: D-11

11) Management Reports:

a) Shelby-Cleveland County Regional Airport report

Consent Agenda Item: (Rick Howell, City Manager)

Summary of Available Information:

- Report

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 CC Regional Airport

	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 10/30	FY 2021 - FY 2025
Annual Fuel Sales	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	5 Year Avg
Jet A	$74,903	$78,313	$121,327	$154,417	$153,198	$163,655	$78,765	$134,182
Avgas	$115,652	$124,882	$168,165	$194,462	$177,303	$213,284	$75,550	$175,619
Total Sales	$190,555	$203,195	$289,492	$348,879	$330,501	$376,939	$154,315	$309,801
Cost of Fuel Total	$132,984	$134,040	$307,392	$237,885	$253,916	$212,085	$109,038	$229,064
NetFuel Sales	$57,571	$69,155	-$17,900	$110,994	$76,585	$164,854	$45,277	$89,793

* Fuel Purchased late June

	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 10/30	
Annual Fuel Sales Volumes	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	5 Year Avg
Jet A (gallons)	21,445	24,816	28,951	28,091	28,829	30,693	15,344	28,276
Avgas (gallons)	24,974	29,695	35,597	33,721	32,141	39,687	14,271	34,168
Total Volume (gallons)	46,419	54,511	64,548	61,812	60,970	70,380	29,615	62,444

	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30		
Fuel Cost Per Gallon at July 1	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	5 Year Avg
Jet A	$2.51	$2.34	$4.81	$2.85	$3.11	$2.75	$2.73	$3.17
Avgas	$2.50	$3.86	$6.26	$4.29	$4.28	$3.86	$3.66	$4.51

	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	Ending 6/30	
Based Aircraft	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	5 Year Avg
# of Aircraft	64	63	68	70	78	78	78	68.6
Assessed Tax Value	$307,215	$3,249,100	$4,821,200	$4,970,290	$5,843,400	$9,199,903		$5,616,778.60
City Tax Levy	$1,613	$16,814	$24,950	$25,721	$30,240	$47,609		$29,066.83
City Tax Rate per $100 valu	0.00525	0.005175	0.005175	0.005175	0.005175	0.005175	0.0045	0.005175
Hangar Occupancy Rate(%) (city owned)	100%	100%	100%	100%	100%	97%	99%	

E. Unfinished Business

Agenda Item: E-1

1) Approval of a resolution authorizing the City Manager to solicit bids for the restoration of the historic Webbley Project: Resolution No. 92-20205

Unfinished Business Agenda Item: (Justin Longino, Assistant City Manager)

Summary of Available Information:

- Memorandum dated November 13, 2025, from Justin Longino, Assistant City Manager to Rick Howell, City Manager
- Resolution No. 92-2025

City Manager's Recommendation / Comments

Shelby
NORTH CAROLINA
Post Office Box 207 · Shelby, NC 28151-0207

TO: Rick Howell, City Manager

FROM: Justin Longino, Assistant City Manager

DATE: November 13, 2025

SUBJECT: Solicitation of Bids for Webbley Project

Clearscapes Architecture have been preparing plans for the stabilization and restoration of the historic Webbley building. These plans include the following scope:

1. Demolition of the early twentieth century additions (shown in blue in the attached drawings):
   - The additions will be documented with measured drawings and a CAD model (REVIT) to allow for potential future reconstruction.
   - All sound historic materials will be salvaged by hand and stored on site to allow for them to be used as replacement material for damaged or missing materials at the portion of the structure to be restored and/or for a later reconstruction of the additions.
   - Salvaged exterior materials are anticipated to include: window sashes/frames/casings, sound portions of exterior siding and trim, and any intact metal roof shingles.
2. Reconstruction of the early twentieth century front porch, side porch, and porte cochere to adhere to US Secretary of the Interior "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings":
   - Any salvageable existing trim, balustrades, and columns will be incorporated into the reconstruction.
   - Missing sections of existing trim and balustrade and/or missing columns will be replicated to match the existing.
3. Exterior restoration of the 1852 portion of the house to adhere to US Secretary of the Interior "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings":
   - Restoration of existing roof including repair and/or in-kind replacement of metal shingles, eaves, balustrades, and roof drainage systems.
   - Restoration of existing doors, windows, and siding at the front and side elevations
   - Infill of new siding, windows, and doors at the rear elevation where the early twentieth century additions will be removed. Infill may incorporate salvaged material where possible and new in-kind material as needed.

These conceptual plans were approved by the Cleveland County Historic Preservation Commission on September 10, 2025. Since that time, Clearscapes have been working to complete the detailed plans. Those will be ready to send out as soon as Council approves the attached resolution to solicit bids. Clearscapes have been working to generate a list of qualified and responsible bidders. They have great contacts in the industry and we plan to disperse those plans to as many of these firms as possible, on the City website, and through any trade groups or associations.

Recommendation: Approve the attached resolution to solicit bids. Staff will bring back the final contract for Council approval at a later date. We expect this to be at a February 2026 meeting.

RESOLUTION NO. 92-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR THE RESTORATION OF THE HISTORIC WEBBLEY PROJECT

WHEREAS, the City of Shelby, North Carolina is authorized by NC General Statute 160A-209(c)15 to undertake historic preservation projects and programs; and,

WHEREAS, the City Council for the City of Shelby has determined that redevelopment and preservation of the historic home of former Governor O. Max Gardner known as Webbley located at 403 S. Washington Street is important in preserving the history of Shelby and the economic viability of the central business district; and,

WHEREAS, the City of Shelby has previously contracted with Clearscapes Architecture to perform a full architectural analysis of the Webbley building and create the plans for it's stabilization and restoration; and,

WHEREAS, the Cleveland County Historic Preservation Commission has reviewed and approved the plans on September 10, 2025; and,

WHEREAS, the City of Shelby has been awarded a directed grant from the NC General Assembly within the adopted state budget in the amount of $3,995,000 "for the purchase and restoration of the historic home of former Governor O. Max Gardner; and,

WHEREAS, the City of Shelby endeavors to receive proposals from qualified construction firms for the restoration, stabilization, and other construction work; and,

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

SECTION 1. The City Council does authorize the City Manager in consultation with the Clearscapes Architecture to solicit bids from qualified firms for the purposes of stabilizing and restoring the historic Webbley property.

SECTION 2. This resolution shall become effective upon its adoption and approval.

Adopted and approved this 17th day of November 2025.

_____

O. Stanhope Anthony III
Mayor

ATTEST:

_____

Carol Williams

City Clerk

Agenda Item: F

New Business

None

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

J. 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