Shelby City Council Agenda
Regular Meeting
August 3, 2026, 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) **The Order of the Long Leaf Pine, Mayor Anthony Presenting to Detective Rick Humphries**

2) **Recognition of Tar Heel Leagues 2026 Girls' Softball All-Star State Champions, Mayor Anthony Presenting**

C. Consent Agenda:

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

1) **Approval of the Minutes of the Regular Meeting of July 20, 2026**

2) **Approval of a resolution authorizing the sale of City of Shelby owned real property identified by parcel number 18136 through the Upset Bid Procedure of N. C. General Statute § 160A-269 (507 Smith Street): Resolution No. 49-2026**

3) **Approval of a resolution authorizing the sale of City of Shelby owned real property identified by parcel number 22315 through the Upset Bid Procedure of N. C. General Statute § 160A-269 (515 Smith Street): Resolution No. 50-2026**

4) Approval of a resolution revising and amending the personnel policies of the City of Shelby to provide for an updated Personnel Policy and Procedure Manual: Resolution No. 51-2026

5) Purchase and sale agreement for real property located On West Sumter Street:

    a) Adoption of FY 2026-2027 Budget Ordinance Amendment #3: Ordinance No. 34-2026

    b) Approval of a resolution authorizing the execution of a purchase and sale agreement for real property located on West Sumter Street: Resolution No. 52-2026

6) Grant Acceptance and Budget Amendment for the Design and Bidding of the Taxiway Overlay, Widening, and Direct Access Project (Award ID 36244.23.16.3) at the Shelby-Cleveland County Regional Airport

    a) Adoption of Budget Ordinance Amendment for the City of Shelby's Airport Taxiway Rehabilitation Project: Ordinance No. 35-2026

    b) A resolution accepting and entering into an agreement with the North Carolina Department of Transportation to accept grant funding for the taxiway overlay, widening, and direct access (des/bid) for Shelby-Cleveland County regional airport grant no. 36244.23.16.3: Resolution No. 53-2026

7) Management Report:

    a) Financial Summary – June 2026

END OF CONSENT AGENDA

D. Unfinished Business:

None

E. New Business:

1) **Dog Park Agility Equipment Project and Acceptance of Citizen Grant Funds - Adoption of FY 2026-2027 Budget Ordinance Amendment #2: Ordinance No. 36-2026**

2) **Consideration of appointments to City advisory boards and commissions:**

    a) **Planning and Zoning Board**

F. City Manager's Report

G. Council Announcements and Remarks

H. Closed Session

1) **N.C. General Statute 143-318.11: To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.**

I. Adjournment:

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

1) **Motion to adjourn**

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

B. Special Presentations:

Agenda Item B-1

1) The Order of the Long Leaf Pine, Mayor Anthony Presenting to Detective Rick Humphries

Presenting: (Stan Anthony, Mayor)

- Memorandum dated July 9, 2026, from Brad Fraser, Chief of Police to Justin Merritt, City Manager

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City Manager's Recommendation / Comments

This time is scheduled on your agenda to recognize Detective Rick Humphries for his 50 years of service to our Community as a Law Enforcement Officer. He has held numerous roles across multiple agencies in Cleveland County, officially retiring from full-time service with the Shelby Police Department in 2022. Since his retirement, Det. Humphries has continued to serve in a part-time capacity as an investigator with the Shelby Police Department, with a focus on fraud and financial crimes. As of June 1, 2026, Det. Humphries has 50 years of creditable service as a law enforcement officer. This extensive career of service, along with the lasting impact Det. Humphries has had on our community, qualifies him for consideration as a recipient of the Order of the Long Leaf Pine.

On June 1, 2026, Governor Stein approved Detective Humphries as a recipient of the Order of the Long Leaf Pine, among the most prestigious awards bestowed by the Governor, in honor of exceptional service and significant contributions to the State of NC.

Please join me in congratulating Detective Rick Humphries upon receipt of this prestigious honor.

Shelby Police Department

Memorandum

To: Justin Merritt, City Manager
From: Brad Fraser, Chief of Police
Date: July 9, 2026
RE: The Order of the Long Leaf Pine—Det. Ricky Lee Humphries

Background

Det. Ricky Lee Humphries has faithfully served our community as a sworn law enforcement officer since 1976. Throughout his distinguished career, he has held numerous roles across multiple agencies in Cleveland County, including Officer, Detective, Sergeant, and Chief of Police. He retired from full-time service with the Shelby Police Department in 2022; however, his commitment to public safety continues. After retirement, he transitioned to a part-time capacity and continues to serve with the Shelby Police Department as an Investigator, specializing in fraud and financial crimes. Det. Humphries career includes service with the Shelby Police Department, Cleveland County Healthcare System, Cleveland County Sheriff's Office, and the North Carolina Department of Adult Corrections. In addition to five decades of dedicated service to our community, Det. Humphries has made a lasting impact as an instructor in the Basic Law Enforcement Training program at Cleveland Community College. He continues to serve as a certified Firearms Instructor and Subject Control/Arrest Techniques Instructor, helping to train and mentor the next generation of law enforcement professionals. His extensive experience and leadership have had a profound and positive impact on both the community he has served and the many officers he has trained and mentored over the years.

Review

Since 1963, North Carolina's Governors have reserved their highest honor, The Order of the Long Leaf Pine award, for people who have made significant contributions to the state and their communities through their exemplary service and exceptional accomplishments. As of June 1, 2026, Det. Rick Humphries has fifty years of creditable service as a law enforcement officer in North Carolina. This accomplishment qualified Det. Humphries for consideration in receiving this award. On June 1st, Governor Josh Stein approved The Order of the Long Leaf Pine award for Det. Humphries.

Recommendation

It is recommended that consideration be given in honoring Det. Humphries' law enforcement service through Mayor/Council presentation of the Long Leaf Pine Award approved by Governor Stein.

City of Shelby
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Agenda Item B-2

2) Recognition of Tar Heel Leagues 2026 Girls' Softball All-Star State Champions, Mayor Anthony Presenting

Presenting: (Stan Anthony, Mayor)

- Memorandum dated July 23, 2026, from Charlie Holtzclaw, Director of Parks and Recreation to Justin Merritt, City Manager
- Presentation

City Manager's Recommendation / Comments

This time is scheduled on City Council agenda to allow Mayor Anthony the opportunity to recognize and honor, on your behalf, the Shelby Parks and Recreation Departments 10 & Under Tar Heel Leagues State Softball Champions. The State tournament was held in Laurinburg, NC this year and we had great success, going undefeated in the Tournament. We are very proud of this team for their hard work and sportsmanship. Please join me in congratulating them on their accomplishment.

Memorandum

To: Justin Merritt, City Manager
Cc: Carol Williams, City Clerk
Kerri Melton, Assistant City Manager
From: Charlie Holtzclaw, Director Parks and Recreation
Date: July 23, 2026
Subject: Recognizing Tar Heel Leagues 2026 Girls' Softball All-Star State Champions

Executive Summary of issue – Background

The City of Shelby Parks & Recreation Department captured the 10U Tar Heel Leagues State Softball Championship held in Laurinburg, NC July 16th through 19th.

Review and comments

Each of the team's players, coaches and families represented the City of Shelby in a very positive light not only by being successful on the field but also demonstrating sportsmanship on and off the field.
Since joining Tar Heel Leagues in 1992, the Shelby contingents have captured 23 combined State Boy's and Girl's State Championships and have finished runner-up several times. This is the 6th Girl's Fast-Pitch Softball State Championship, as Shelby went 4 and 0 winning the title 7 to 0 over the Tar River All-Stars in the finals outscoring their opponents 22 to 3 during the tournament.

Recommendation

Based on this memorable performance, it is my recommendation and request to you the team's players and coaches be recognized at the regular City Council Meeting on Monday, August 3rd for their outstanding season and the positive attention they created for the City of Shelby.
Staff will prepare framed certificates for the Mayor to present to each player and coach.

Players and coach's names on following page –

2026 Shelby Parks & Recreation
Girl's 10U All-Star Roster

Players

Kash Hamby

Laken Murray

Bristyl Smith

Ensley Elliott

Kennedy Elliott

Harper Sisk

Bree Phillips

Willow Hendrick

Sarah White

Addyson Vinesett

Lilly Yelton

Coaches

John Sisk (Head Coach)

Seth White

Tripp Smith

Jeremy Hamby

Shelby City Park 2026 Tar Heel Leagues State 10U Girls Softball Champions

Players	Coaches
Kash Hamby	John Sisk (Head Coach)
Laken Murray	Seth White
Bristyl Smith	Tripp Smith
Ensley Elliott	Jeremy Hamby
Kennedy Elliott	
Harper Sisk	
Bree Phillips	
Willow Hendrick	
Sarah White	
Addyson Vinesett	
Lilly Yelton	

Shelby City Park Undefeated!



City of Shelby
Agenda Item Summary
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City Hall Council Chambers

C. Consent Agenda:

Agenda Item: C-1

1) Approval of the Minutes of the Regular Meeting of July 20, 2026

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 July 20, 2026

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 **July 20, 2026**
City Hall Council Chambers **Monday, 6:00 p.m.**

Present: Mayor O. Stanhope Anthony, III, presiding; Council Members Andrew Hopper, Sr., Emilie Bullock, Lori Waris, Violet Arth and Charles Webber; City Manager Justin S. Merritt, Assistant City Manager Ben Yarboro, Assistant City Manager Kerri Melton, City Attorney Jason Lunsford, City Clerk Carol Williams, Human Resources Director Deborah (Deb) Jolly, Director of Finance Elizabeth (Beth) Beam, CPA, Director of Water Resources Brian Wilson, Chief of Police Brad Fraser, Fire Chief William Hunt, EFO, Director of Planning and Development Services Brian Burgess, Assistant Director of Planning and Development Services Audrey Godfrey, Public Works Director Scott Black, Public Information/Communications Officer Chip Nuhrah, Paralegal Nicole Hart

Absent: Council member David White

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

Mrs. Waris led the Pledge of Allegiance.

A. Approval of agenda:

Motion to adopt the proposed agenda presented.

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

B. Special Presentations:

1) **GFOA Certificate of Achievement for Excellence in Financial Reporting, Mayor Anthony presenting to Finance Director Beth Beam**

Mayor Anthony proudly presented the GFOA Certificate of Achievement for Excellence in Financial Reporting to Mrs. Beam. Mrs. Beam explained the effort to achieve this award and proudly introduced the staff members of the Finance Department, which Mrs. Beam refers to as the "Money Team."

C. Public Comment:

None

D. Public Hearing:

1) **Consideration of a resolution adopting the Imagine Shelby Comprehensive Plan: Resolution No. 42-2026**

<u>Presenting: Audrey Godfrey, Assistant Director of Planning and Development Services:</u>

- **Clarified the difference between the Imagine Shelby Comp Plan and the Sculpt Shelby Unified Development Ordinance (UDO). The Comp Plan is more visionary and has long-term goals for the City. The UDO is the rule book the City uses when people want to build, subdivide, open a business, etc.**
- **Tonight the Comp Plan is being presented for possible Council adoption; the UDO update will follow later this year.**
- **The process of updating the Comp Plan has taken almost two years. There has been consultants, public input with surveys and open houses, staff review, and Council suggestions. The Planning and Zoning Board voted last week to recommend approval of the plan to Council.**
- **The current Comp Plan was adopted in 2009. Ideally, the Comp Plan should be looked at every year, and a more in-depth update every five years.**
- **The vision statement has been mainly drawn from public input. It says, The City is a vibrant, connected community that embodies pleasant living and supports opportunities for all people and businesses to thrive and call home.**
- **The goals that are the backbone of the Comp plan include the following:**
    - **Families and young people**
    - **Intentional growth**
    - **Resilient economy**
    - **Attainable housing choices**
    - **Civic pride**
    - **Physically connecting Shelby**
    - **Neighborhood improvements**
    - **A responsive, adaptive, and engaging local government**
- **A summary of the changes since the Council workshop in December 2025 and the Council Retreat in February are the following:**
    - **Clarified wording**
    - **Acknowledging things the City has done that are recommended to continue**
    - **Focusing on maintaining our impressive parks and recreation system rather than expanding it further. The City has invested in expansion of our park system in the past several years with Hanna Park, Depot Park and the Carolina Harmony Trail**
    - **Signage standards were added to the overlay district**
    - **Expanded the focus on business and workforce development from just Uptown Shelby to be city-wide instead**

- Fine-tuned several of the housing recommendations
- Aligned the transportation recommendation with existing policies
- Clarified language about neighborhood improvements
- More specific code enforcement and neighborhood planning
- Added a strategy related to city staff retention and recruitment

Since the development of this plan has taken about two years, staff realized that the data in the existing conditions portion of the plan was from 2023. So, to be as current as possible at adoption, some data was updated to the most recent available.

Removed some aspects of the plan that weren't constructive and reformatted other areas to clean up the plan.

Mr. Merritt praised Mrs. Godfrey for the excellent job she has done in pulling this final document together. She also saved taxpayers' dollars by taking this from the consultants and finalizing it in-house.

Mayor Anthony opened the public hearing at 6:16 p.m. and the public offered no comments.

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

ACTION TAKEN: Upon a motion from Mr. Hopper, City Council voted unanimously to approve Resolution No. 42-2026 entitled, "A RESOLUTION ADOPTING THE IMAGINE SHELBY COMPREHENSIVE PLAN."

E. Consent Agenda:

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

1) **Approval of the Minutes of the Regular Meeting of June 15, 2026**

2) **Approval of a reimbursement resolution with regard to Installment Financings for FY 2026-2027: Resolution No. 43-2026**

3) **Approval of a resolution to accept an offer to purchase property by upset bid process (417 Clegg St.): Resolution No. 44-2026**

4) **Approval of a resolution to accept an offer to purchase property by upset bid process (608 LeGrand St.): Resolution No. 45-2026**

5) **Approval of a resolution to accept an offer to purchase property**

by upset bid process (Beam St.): Resolution No. 46-2026

6) **Approval of a resolution authorizing disbursement of Travel and Tourism funding for Fiscal Year 2026-2027: Resolution No. 47-2026**

7) **Approval of a resolution supporting the City of Shelby's Opportunity Zone 2.0 nomination of Census Tract 37045951100: Resolution No. 48-2026**

8) **Special Event applications:**

   a) **Shelby High School Homecoming Parade, requested date: October 9, 2026**

   b) **Trunk or Treat at the Boardwalk, requested date: October 31, 2026**

   c) **Small Business Pop-Up Market and Christmas Tree Lighting, requested date: November 28, 2026**

   d) **Shelby Christmas Parade, requested date: December 6, 2026**

9) **Management Report:**

   a) **Financial Summary – May 2026**

END OF CONSENT AGENDA

F. Unfinished Business:

None

G. New Business:

1) **Adoption of FY 2026-2027 Budget Ordinance Amendment No. 1 (Cemetery Perpetual Fund): Ordinance No. 33-2026**

<u>Presenting: Justin Merritt, City Manager:</u>

- **"Perpetual care trust fund" means a trust fund that provides for the perpetual care and maintenance of a cemetery. The term includes a care and maintenance trust fund, a perpetual care fund, and a perpetual trust fund.**

- **A total of about $50,000 was spent at Sunset Cemetery and Webb Memorial Lawns in FY 2025-2026 on street signs, granite section markers, entry plaques, benches, etc.**
- **If approved, there is a total of $62,000 available in FY 2026-2027 which will go towards paving approximately 3,200 LF of gravel/unpaved streets in Sunset Cemetery.**

ACTION TAKEN: Upon a motion from Mrs. Bullock, City Council voted unanimously to approve Ordinance No. 33-2026 entitled, "FY 2026-2027 BUDGET ORDINANCE AMENDMENT NO. 1 (Cemetery Perpetual Fund)."

H. City Manager's Report:

- **Recognized Mrs. Beam on her upcoming retirement at the end of this month. She has been a dedicated employee in the Finance Department for the past 15 years with great leadership skills and will be missed both personally and professionally.**
- **With Mrs. Beam's upcoming retirement, the City has hired our next Finance Director, Mr. Chris Costner. Chris started today and we welcome him to the City of Shelby.**
- **Regarding Webbley Project – Attended a status meeting today, project is on time and on budget so far. Deconstruction of the rear structure is taking place.**
- **The Community Neighborhood walkthrough is scheduled for August 5th in the Kenmore Street and Pebble Street neighborhood.**
- **America 250 Firework Extravaganza on July 3rd brought approximately 10,000 people to the event. Much thanks to the park employees, police department, fire department, and the Communities in School personnel that helped with the event.**
- **With the closing of the NEG plant, there will be some impact on the City due to them being a water and natural gas customer. A meeting will be held on Wednesday to determine what the impact may be.**
- **Regarding the 24" Waterline Project – paving should be done tomorrow in the Uptown area and down Graham Street. Water Tank Tie-ins will be completed in the next 30 days, and pressure valves will be installed, but not until the Fall due to the current drought conditions.**
- **Regarding the drought conditions – Still listed as D2, a severe drought; not much change in water flow since last report. The City plans to test our secondary water source in mid-August.**
- **National Night Out will be held at the Shelby City Park on August 4th from 4pm – 7pm, with hotdogs, popcorn, ice cream and approximately 30 vendors.**

- **Progress is taking place on both the Carolina Harmony Trail and Depot Park. The drought conditions has actually helped these projects stay on schedule.**

I. Council Announcements and Remarks:

Mayor Anthony and each Council member thanked Mrs. Beam for her years of excellent service to the City and wished her well in her retirement. City Council also welcomed Chris Costner as our new Finance Director.

J. Adjournment:

1) Motion to adjourn

ACTION TAKEN: Upon a motion made by Ms. Arth, City Council voted unanimously to adjourn the meeting at 6:41 p.m.

Respectfully submitted,

Carol Williams
City Clerk

O. Stanhope Anthony, III
Mayor

Minutes of July 20, 2026

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: C-2

2) Approval of a resolution authorizing the sale of City of Shelby owned real property identified by parcel number 18136 through the Upset Bid Procedure of N. C. General Statute § 160A-269 (507 Smith Street): Resolution No. 49-2026

Consent Agenda Item: (Justin Merritt, City Manager)

- Memorandum dated July 24, 2026, from Nicole Hart, Paralegal to Justin Merritt, City Manager
- GIS Map
- Cleveland County Property Card
- Utility Map
- Resolution No. 49-2026

City Manager's Recommendation / Comments

Resolution No. 49-2026 is presented for City Council consideration as a matter of routine business via the Consent Agenda. If approved, this resolution would authorize the sale of parcel # 18136 using the upset bid procedure. The initial bid accepted by the City for this parcel is $12,000.00. The tax value of the parcel is $12,000.00.

The public will be notified of the bid submitted and will have 10 days to upset the bid in hand by at least 10% of the first $1,000 and 5% of the remaining amount as a minimum as prescribed by statute.

It is my recommendation that Resolution No. 49-2026 be adopted and approved by City Council via the Consent Agenda.

Shelby
NORTH CAROLINA

Post Office Box 207 · Shelby, NC 28151-0207

To: Justin Merritt, City Manager

From: Nicole Hart, Paralegal

Date: July 24, 2026

Subject: Sale of Real Property by Upset Bid Procedure – 507 Smith Street

Background:

The City recently received an offer to purchase real property within our corporate limits. The parcel is owned by the City and is currently an unimproved wooded lot. For many of the surplus lots, the City maintains through its employees or pays contractors to maintain (i.e. keep the grass cut) these lots.

The City has several methods through which it can dispose of real property as prescribed in N.C. Gen. Stat. § 160A-266, which includes the upset bid process for real property. This is described in detail in N.C. Gen. Stat. § 160A-269, which is attached.

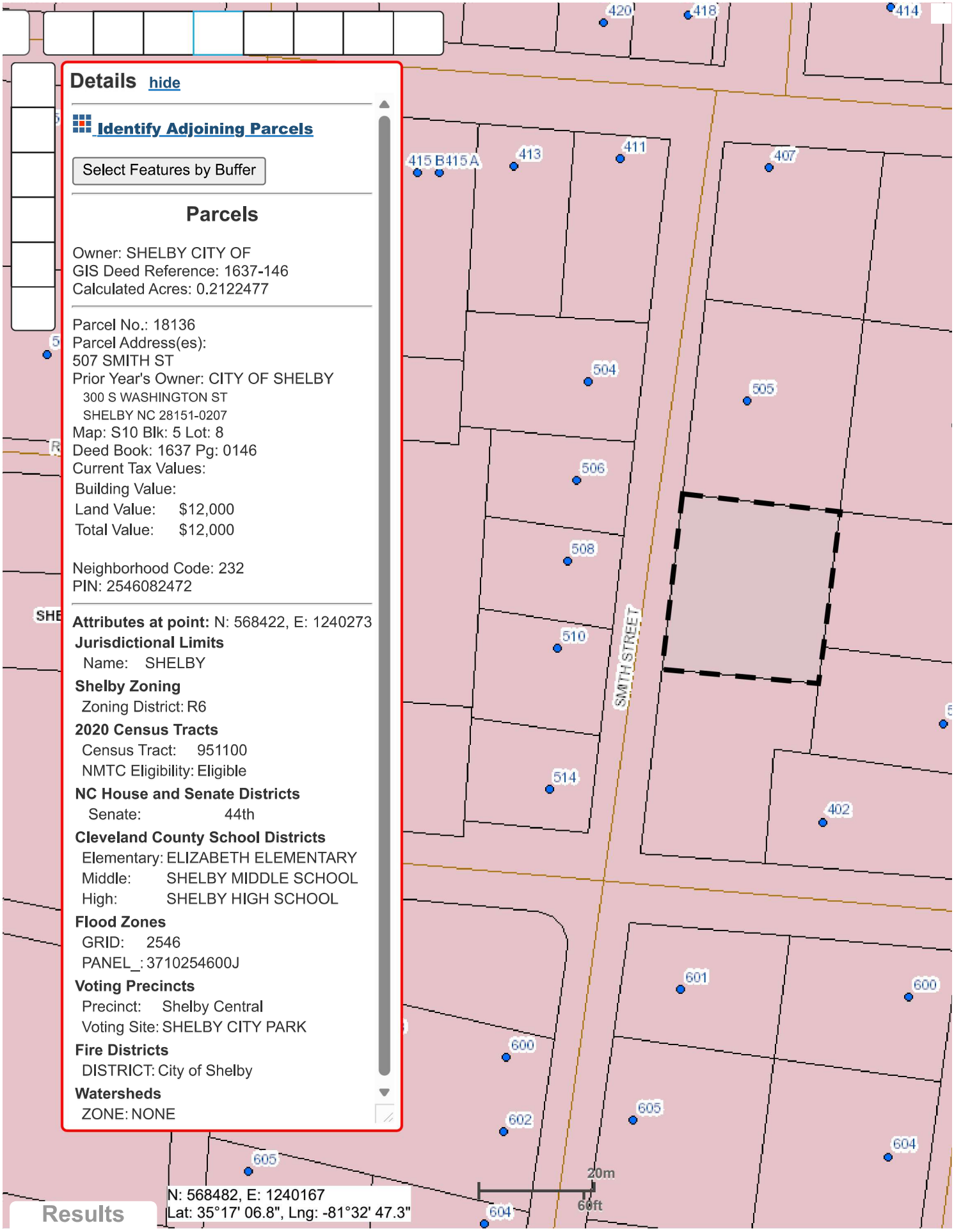
City staff have conducted a review of the parcel in question and found no current or future use for it and no conflicts with existing or planned utilities. Therefore, the recommendation is to proceed with offering the parcel for sale, utilizing the upset bid process. Selling this parcel releases the property from the City's ownership and allows the property to be placed "back on the books" from a property tax perspective.

The parcel is 18136 (507 Smith Street), which is further identified by Deed 1637 Page 0146 and Map S10 Blk. 5 Lot 8 and the offer twelve thousand ($12,000.00) dollars. This is the amount where the upset bid process would start. The tax value on the parcel is twelve thousand ($12,000.00) dollars. Maps are included on the next page for tax reference and utility system reference.

Recommendation:

The recommendation from staff is to approve the attached resolution.

Council will be able to accept or reject the final bid offers once the upset bid process is completed.


Details hide
Identify Adjoining Parcels
Select Features by Buffer
Parcels
Owner: SHELBY CITY OF
GIS Deed Reference: 1637-146
Calculated Acres: 0.2122477
Parcel No.: 18136
Parcel Address(es):
507 SMITH ST
Prior Year's Owner: CITY OF SHELBY
300 S WASHINGTON ST
SHELBY NC 28151-0207
Map: S10 Blk: 5 Lot: 8
Deed Book: 1637 Pg: 0146
Current Tax Values:
Building Value:
Land Value: $12,000
Total Value: $12,000
Neighborhood Code: 232
PIN: 2546082472
Attributes at point: N: 568422, E: 1240273
Jurisdictional Limits
Name: SHELBY
Shelby Zoning
Zoning District: R6
2020 Census Tracts
Census Tract: 951100
NMTC Eligibility: Eligible
NC House and Senate Districts
Senate: 44th
Cleveland County School Districts
Elementary: ELIZABETH ELEMENTARY
Middle: SHELBY MIDDLE SCHOOL
High: SHELBY HIGH SCHOOL
Flood Zones
GRID: 2546
PANEL_: 3710254600J
Voting Precincts
Precinct: Shelby Central
Voting Site: SHELBY CITY PARK
Fire Districts
DISTRICT: City of Shelby
Watersheds
ZONE: NONE
SMITH STREET
420
418
414
415 B415 A
413
411
407
504
505
506
508
510
514
402
601
600
602
605
604
20m
60ft
N: 568482, E: 1240167
Lat: 35°17' 06.8", Lng: -81°32' 47.3"
Results

CITY OF SHELBY
300 S WASHINGTON ST
PO BOX 207
SHELBY NC 28151-0207

PARCEL ID.. 18136 PIN... S10 5 8
LOCATION... 507 SMITH ST SHELBY
DEED YEAR/BOOK/PAGE.. 2012 1637 0146 ASSESSMENT NONE .00 .00 .00
PLAT BOOK/PAGE.. OWNER ID.. 1093489
LEGAL DESC:#86PB7-10SHELBYCOTTONMILL DISTRICT.. 6 CITY OF SHELBY
TOWNSHIP... 6 SHELBY
NBRHOOD... 232 S MAPS 06
DESCRIPTION FULLY EXEMPT

MAINTAINED.. 7/18/2025 BY SHERRYL VALUED.. 1/31/2025 BY TBAME EXEMPT.... GE GOVERNMENT EXEMPT
VISITED..... 9/18/2007 BY JP TYPE OF REVIEW ROUTING#..
PARCEL STATUS... ACTIVE CATEGORY.. GROUP 100

SALES HISTORY

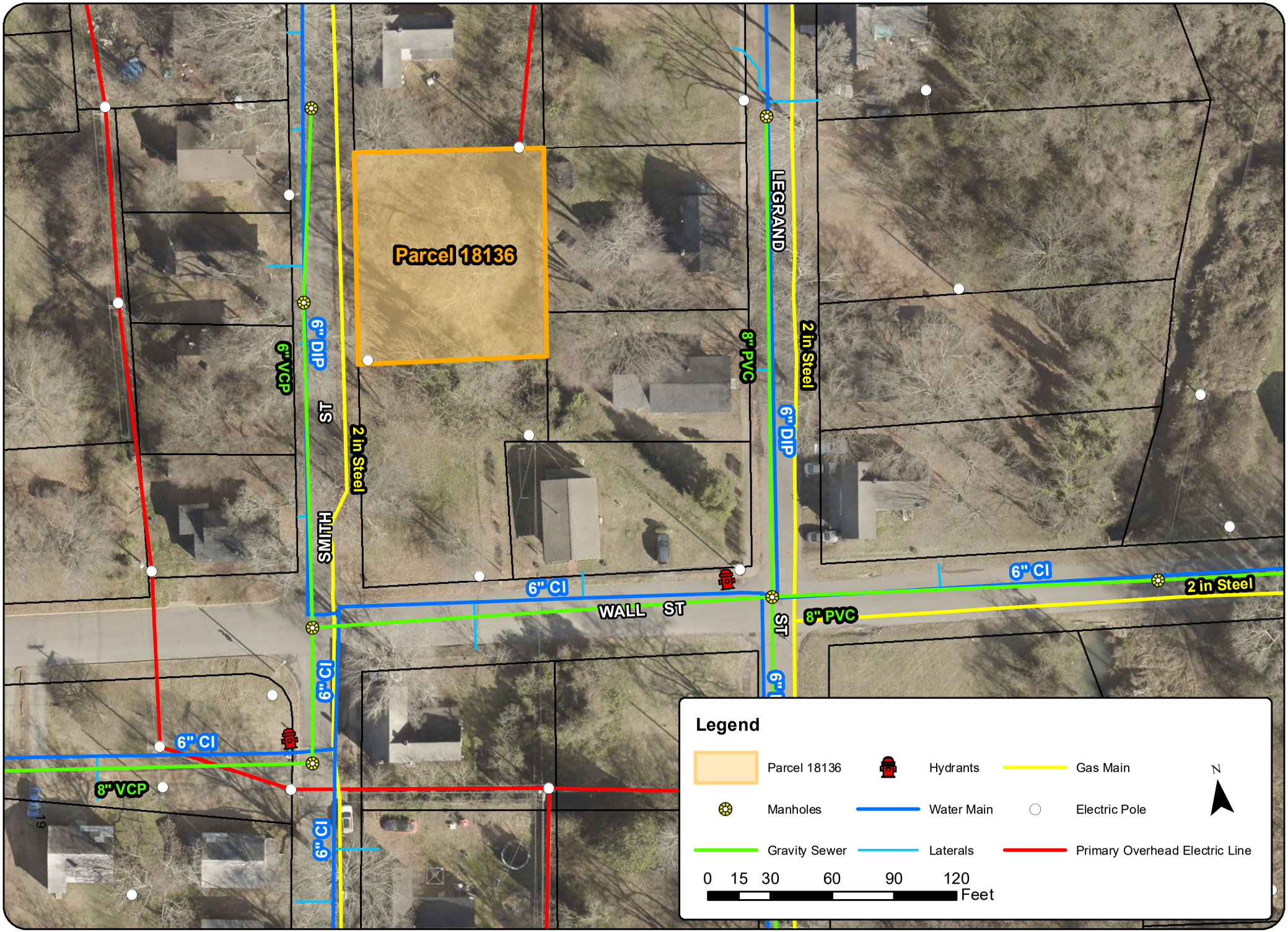
DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME
1637 0146	6/18/2012	SHERIFF DEED	LENDOR,GOVERNME	7,000	14.00	CITY OF SHELBY
1214 0320	1/23/1998	DEED	MINERAL OR TIMB			S & S PROPERTIES A NC GEN PART
1194 0670	2/28/1997	DEED	QUALIFIED	13,500	27.00	LAIL SCOTT TIMOTHY & J SCOTT L
1108 2500	2/24/1992	DEED	QUALIFIED	16,000	32.00	PATTERSON GEORGE EUGENE
7L 0050	1/01/1991	*INVALID	STAMPS LESS THA			
1108 2500	1/01/1955	SALE	QUALIFIED			

LAND SEGMENTS

LND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPT%	SHP%	LOC%	SIZ%	OTH%	TOP%	TOT ADJ	CURRENT FMV
1		12	FF F	100.000	150.00	80.00	.00	100.00	.00	.00	.00	80.00	12,000
			DPTH..	91		OTHER ADJ...		.00	.00	.00	.00		
		TOTAL ACRES..		.000						TOTAL LAND FMV..			12,000

TOTAL PARCEL VALUES----	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2025 VALUE
FMV.....	12,000	0	12,000	12,000
APV.....	12,000	0	12,000	12,000

Parcel 18136 - 507 Smith Street- Utilities



RESOLUTION NO. 49-2026

RESOLUTION AUTHORIZING THE SALE OF CITY OF SHELBY OWNED REAL PROPERTY IDENTIFIED BY PARCEL NUMBER 18136 THROUGH THE UPSET BID PROCEDURE OF N. C. GENERAL STATUTE § 160A-269

WHEREAS, the City of Shelby owns real property in the City of Shelby identified by parcel number 18136, located in Deed Book 1637 Page 0146 and further identified by Map S10 Blk 5 Lot 8; and

WHEREAS, City Council has determined no current or future use of the properties identified by the above parcel number; and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid, after receiving an offer for the property; and

WHEREAS, the City of Shelby requests bids start at a minimum of the present tax value, which currently is twelve thousand ($12,000.00) dollars; and

WHEREAS, the City is selling this property as is with no warranty and conveyance will be by quitclaim deed, which will be drafted by the City Attorney; and

WHEREAS, the winning bidder shall pay an administrative fee of one hundred fifty ($150.00) dollars for the preparation of the deed and the filing fee, which is currently twenty-six ($26) dollars.

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

Section 1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. Persons wishing to make an initial offer shall submit a sealed bid with their offer to the office of the City Clerk accompanied by a deposit in the amount of 5% of the bid.

Section 3. The City Manager is authorized to solicit an initial bid in accordance with the N. C. General Statutes § 160A-269.

Section 4. The terms of the final sale are that:

- The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
- The winning bidder must pay an administrative fee of one hundred fifty ($150.00) dollars and filing the deed at a current cost of twenty-six ($26.00) dollars; and
- The buyer must pay all costs and fees with cash at the time of closing.

Section 5. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

This Resolution shall become effective upon its adoption and approval. Adopted and Approved this the 3rd day of August 2026.

O. Stanhope Anthony III
Mayor

ATTEST:

Carol Williams
City Clerk

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: C-3

3) Approval of a resolution authorizing the sale of City of Shelby owned real property identified by parcel number 22315 through the Upset Bid Procedure of N. C. General Statute § 160A-269 (515 Smith Street): Resolution No. 50-2026

Consent Agenda Item: (Justin Merritt, City Manager)

- Memorandum dated July 24, 2026, from Nicole Hart, Paralegal to Justin Merritt, City Manager
- GIS Map
- Cleveland County Property Card
- Utility Map
- Resolution No. 50-2026

City Manager's Recommendation / Comments

Resolution No. 50-2026 is presented for City Council consideration as a matter of routine business via the Consent Agenda. If approved, this resolution would authorize the sale of parcel # 22315 using the upset bid procedure. The initial bid accepted by the City for this parcel is $12,000.00. The tax value of the parcel is $11,880.00.

The public will be notified of the bid submitted and will have 10 days to upset the bid in hand by at least 10% of the first $1,000 and 5% of the remaining amount as a minimum as prescribed by statute.

It is my recommendation that Resolution No. 50-2026 be adopted and approved by City Council via the Consent Agenda.

Shelby
NORTH CAROLINA

Post Office Box 207 · Shelby, NC 28151-0207

To: Justin Merritt, City Manager

From: Nicole Hart, Paralegal

Date: July 24, 2026

Subject: Sale of Real Property by Upset Bid Procedure – 515 Smith Street

Background:

The City recently received an offer to purchase real property within our corporate limits. The parcel is owned by the City and is currently an unimproved wooded lot. For many of the surplus lots, the City maintains through its employees or pays contractors to maintain (i.e. keep the grass cut) these lots.

The City has several methods through which it can dispose of real property as prescribed in N.C. Gen. Stat. § 160A-266, which includes the upset bid process for real property. This is described in detail in N.C. Gen. Stat. § 160A-269, which is attached.

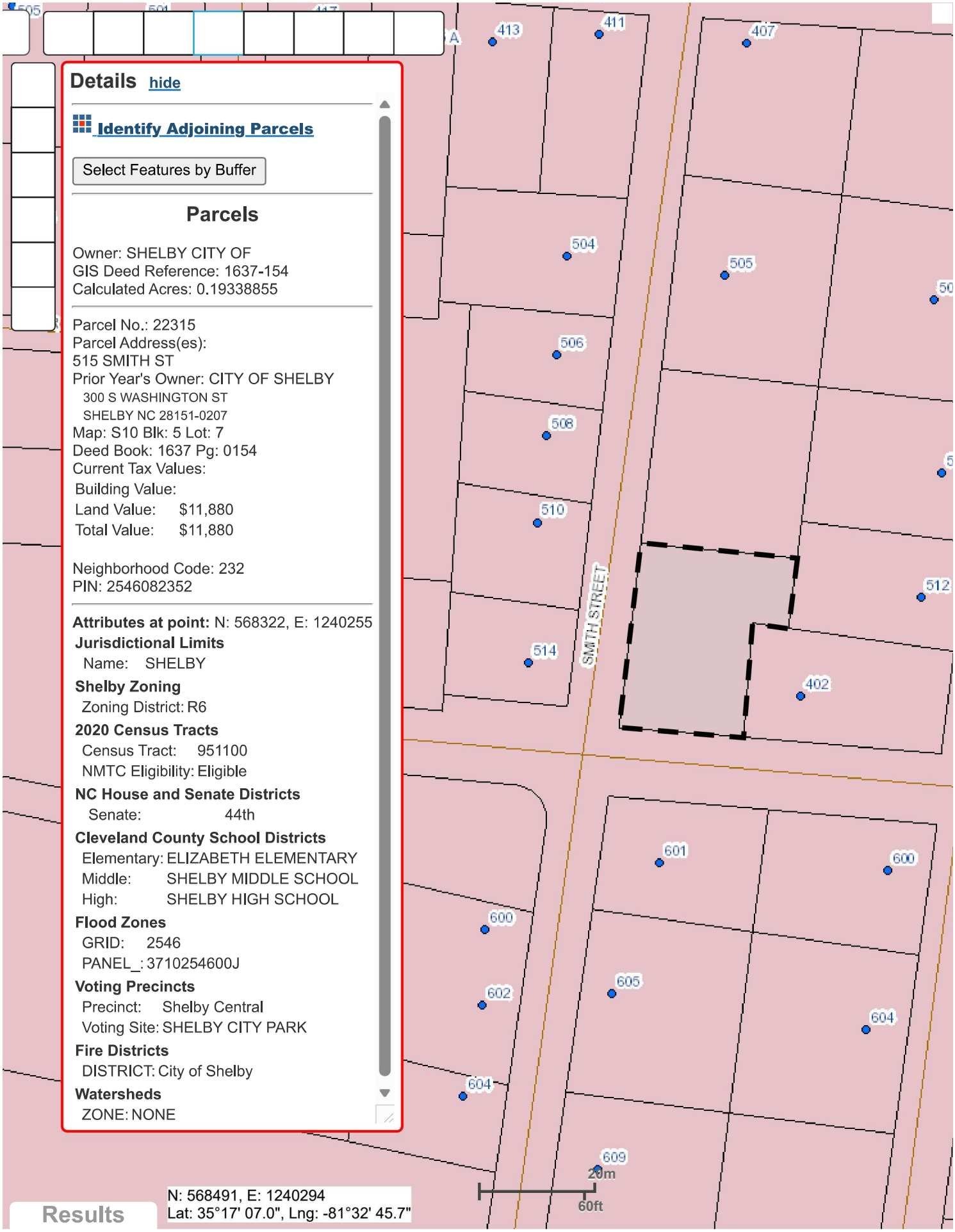
City staff have conducted a review of the parcel in question and found no current or future use for it and no conflicts with existing or planned utilities. Therefore, the recommendation is to proceed with offering the parcel for sale, utilizing the upset bid process. Selling this parcel releases the property from the City's ownership and allows the property to be placed "back on the books" from a property tax perspective.

The parcel is 22315 (515 Smith Street), which is further identified by Deed 1637 Page 0154 and Map S10 Blk. 5 Lot 7 and the offer twelve thousand ($12,000.00) dollars. This is the amount where the upset bid process would start. The tax value on the parcel is eleven thousand eight hundred eighty ($11,880.00) dollars. Maps are included on the next page for tax reference and utility system reference.

Recommendation:

The recommendation from staff is to approve the attached resolution.

Council will be able to accept or reject the final bid offers once the upset bid process is completed.


Details hide
Identify Adjoining Parcels
Select Features by Buffer
Parcels
Owner: SHELBY CITY OF
GIS Deed Reference: 1637-154
Calculated Acres: 0.19338855
Parcel No.: 22315
Parcel Address(es):
515 SMITH ST
Prior Year's Owner: CITY OF SHELBY
300 S WASHINGTON ST
SHELBY NC 28151-0207
Map: S10 Blk: 5 Lot: 7
Deed Book: 1637 Pg: 0154
Current Tax Values:
Building Value:
Land Value: $11,880
Total Value: $11,880
Neighborhood Code: 232
PIN: 2546082352
Attributes at point: N: 568322, E: 1240255
Jurisdictional Limits
Name: SHELBY
Shelby Zoning
Zoning District: R6
2020 Census Tracts
Census Tract: 951100
NMTC Eligibility: Eligible
NC House and Senate Districts
Senate: 44th
Cleveland County School Districts
Elementary: ELIZABETH ELEMENTARY
Middle: SHELBY MIDDLE SCHOOL
High: SHELBY HIGH SCHOOL
Flood Zones
GRID: 2546
PANEL_: 3710254600J
Voting Precincts
Precinct: Shelby Central
Voting Site: SHELBY CITY PARK
Fire Districts
DISTRICT: City of Shelby
Watersheds
ZONE: NONE
SMITH STREET
413
411
407
504
505
506
508
510
512
514
402
601
600
602
605
604
609
20m
60ft
Results
N: 568491, E: 1240294
Lat: 35°17' 07.0", Lng: -81°32' 45.7"

CITY OF SHELBY
300 S WASHINGTON ST
PO BOX 207
SHELBY NC 28151-0207

PARCEL ID.. 22315 PIN... S10 5 7
LOCATION... 515 SMITH ST SHELBY
DEED YEAR/BOOK/PAGE.. 2012 1637 0154 ASSESSMENT NONE .00 .00 .00
PLAT BOOK/PAGE.. OWNER ID.. 1093489
LEGAL DESC:#85PB7-10SHELBYCOTTONMILL PROP DISTRICT.. 6 CITY OF SHELBY
TOWNSHIP... 6 SHELBY
NBRHOOD... 232 S MAPS 06
DESCRIPTION FULLY EXEMPT

MAINTAINED.. 7/18/2025 BY SHERRYL VALUED.. 1/31/2025 BY TBAME EXEMPT.... GE GOVERNMENT EXEMPT
VISITED..... 10/14/2009 BY JP TYPE OF REVIEW ROUTING#..
PARCEL STATUS... ACTIVE CATEGORY.. GROUP 100

SALES HISTORY

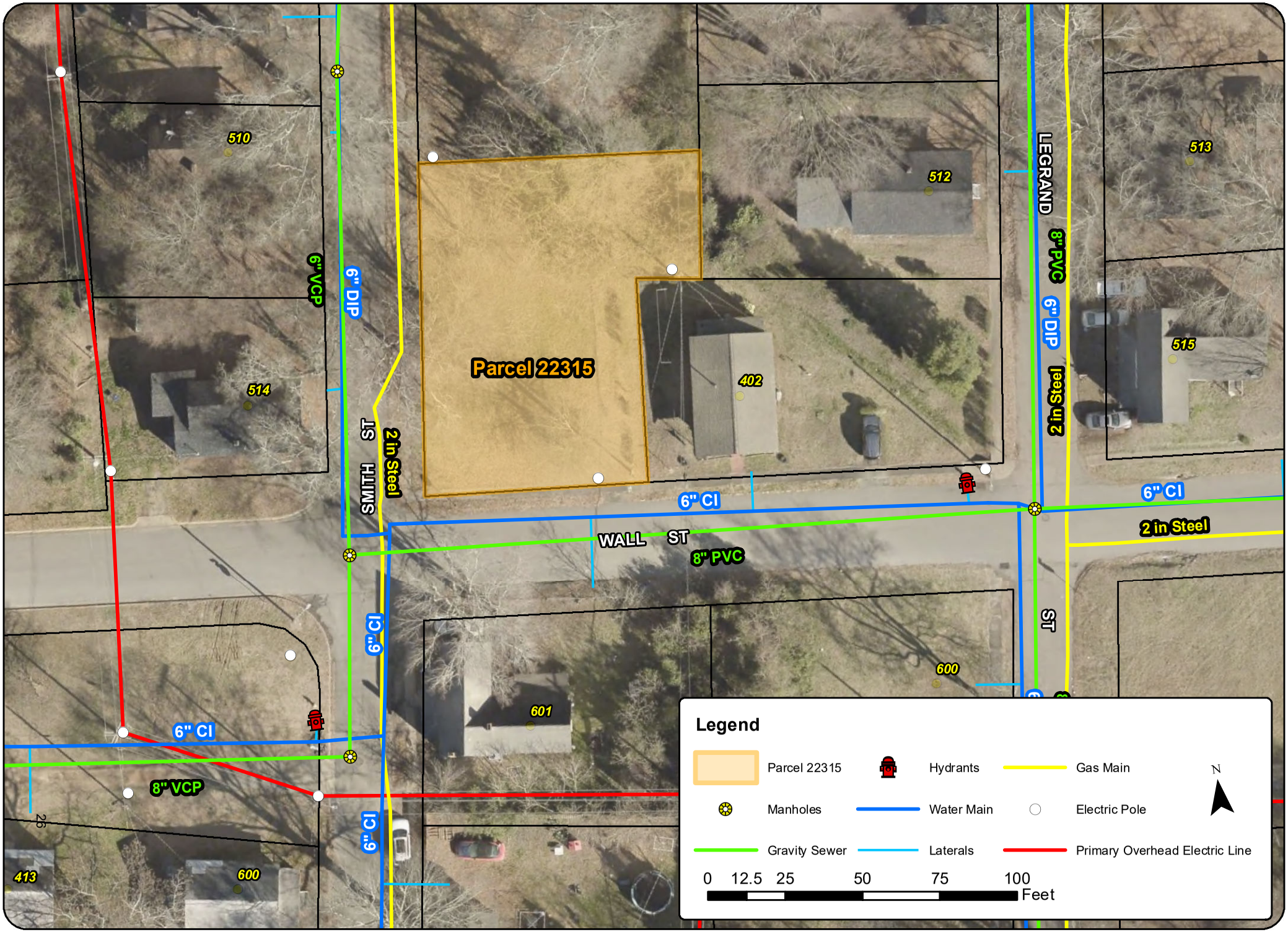
DEED BK/PAGE	SALE DATE	SALES INSTRUMENT	DISQUALIFIED	SALE AMOUNT	STAMP AMOUNT	DEED NAME
1637 0154	6/18/2012	SHERIFF DEED	LENDOR,GOVERNME	7,000	14.00	CITY OF SHELBY
1206 1517	9/18/1997	DEED	QUALIFIED	12,500	25.00	S & S PROPERTIES A NC PARTNERS
7L 006	1/01/1955	SALE	QUALIFIED			

LAND SEGMENTS

LND #	ZONE	STRAT CODE	LAND TYPE/CODE	LAND QTY	LAND RATE	DPT%	SHP%	LOC%	SIZ%	OTH%	TOP%	TOT ADJ	CURRENT FMV
1		02	FF F	64.000	150.00	70.00	.00	100.00	.00	.00	.00	70.00	6,720
			DPTH..	71		OTHER ADJ...		.00	.00	.00	.00		
2		02	FF F	43.000	150.00	80.00	.00	100.00	.00	.00	.00	80.00	5,160
			DPTH..	92		OTHER ADJ...		.00	.00	.00	.00		
	TOTAL ACRES..			.000							TOTAL LAND FMV..		11,880

TOTAL PARCEL VALUES----	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2025 VALUE
FMV.....	11,880	0	11,880	11,880
APV.....	11,880	0	11,880	11,880

Parcel 22315 - 515 Smith Street Utilities



RESOLUTION NO. 50-2026

RESOLUTION AUTHORIZING THE SALE OF CITY OF SHELBY OWNED REAL PROPERTY IDENTIFIED BY PARCEL NUMBER 22315 THROUGH THE UPSET BID PROCEDURE OF N. C. GENERAL STATUTE § 160A-269

WHEREAS, the City of Shelby owns real property in the City of Shelby identified by parcel number 22315, located in Deed Book 1637 Page 0154 and further identified by Map S10 Blk 5 Lot 7; and

WHEREAS, City Council has determined no current or future use of the properties identified by the above parcel number; and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid, after receiving an offer for the property; and

WHEREAS, the City of Shelby requests bids start at a minimum of the present tax value, which currently is twelve thousand ($12,000.00) dollars; and

WHEREAS, the City is selling this property as is with no warranty and conveyance will be by quitclaim deed, which will be drafted by the City Attorney; and

WHEREAS, the winning bidder shall pay an administrative fee of one hundred fifty ($150.00) dollars for the preparation of the deed and the filing fee, which is currently twenty-six ($26) dollars.

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

Section 1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. Persons wishing to make an initial offer shall submit a sealed bid with their offer to the office of the City Clerk accompanied by a deposit in the amount of 5% of the bid.

Section 3. The City Manager is authorized to solicit an initial bid in accordance with the N. C. General Statutes § 160A-269.

Section 4. The terms of the final sale are that:

- The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
- The winning bidder must pay an administrative fee of one hundred fifty ($150.00) dollars and filing the deed at a current cost of twenty-six ($26.00) dollars; and
- The buyer must pay all costs and fees with cash at the time of closing.

Section 5. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

This Resolution shall become effective upon its adoption and approval. Adopted and Approved this the 3rd day of August 2026.

O. Stanhope Anthony III
Mayor

ATTEST:

Carol Williams
City Clerk

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: C-4

4) Approval of a resolution revising and amending the personnel policies of the City of Shelby to provide for an updated Personnel Policy and Procedure Manual: Resolution No. 51-2026

Consent Agenda Item: (Deborah Jolly, Director of Human Resources)

- Memorandum dated July 28, 2026, from Deborah Jolly, Director of Human Resources, to Justin Merritt, City Manager
- Personnel Policies
- Resolution No. 51-2026

City Manager's Recommendation / Comments

Resolution No. 51-2026 is presented for City Council consideration via the Consent Agenda. If approved this resolution will amend the personnel policies in the following areas:

- Conditions of Employment
- Criminal Background Checks
- Employment and Placement
- Family Medical Leave of Absence (FMLA)
- Information Technology Policy
- New Employee Processing
- Travel Policy
- Gifts, Conflicts of Interest, & Expectations of Ethical Conduct

It is my recommendation that Resolution No. 51-2026 be adopted and approved at this time via the Consent Agenda.

Memorandum

TO: Justin Merritt, City Manager

FROM: Deborah Jolly, Director of Human Resources

RE: Personnel Policy Manual Revisions

DATE: July 28, 2026

BACKGROUND:
The Personnel Policy Manual was first written in August 1998. Major revisions were made in 2009. The current Personnel Policy Manual contains 53 separate polices that govern the City of Shelby workforce while complying with local, State and Federal Laws.

REVIEW:
Human Resources is reviewing the Personnel Policy Manual to ensure that it complies with the ever-changing practices and local, State and Federal Laws. Without updated and well-structured guidelines, it is impossible to be consistent in handling employee issues and grievances thus more legal concerns arise. Attached are 7 policies with recommended revisions in red.

RECOMMENDATION:
It is essential that the City of Shelby has up-to-date policies in place to help provide a fair, safe, and harassment-free environment for all employees. More revised policies will be presented in the next couple of months. A hard copy of the final manual will be maintained in each department as well as an electronic version placed on the intranet for easy reference. I would appreciate it if you would allow these 7 policies to be presented at the August 3, 2026, City Council Meeting. Thanks for your consideration and let me know if you have any questions.

Effective Date: Nov. 16, 2009
Revision Date: Nov. 21, 2016
Revision Date: August 3, 2026

Personnel Policy and Procedure Manual

Conditions of Employment

I. POLICY

In addition to specific requirements for a particular job, the following general policies must be adhered to for employment eligibility at The City of Shelby.

1. **Employment of Relatives**

   Immediate relatives may not be employed in the same department when such employment involves supervision of one relative by another or when relatives will be routinely working at the same work site within the same department. This does not apply to Seasonal Workers. The employment of relatives in the same department must have prior approval from the City Manager. For the purpose of this policies, immediate relatives are defined as grandparent(s), parent(s), spouse, brother(s), sister(s), stepbrother(s), stepsister(s), children, stepchildren and grandchildren.

2. **Fraudulent Statements**

   A person who willfully makes a false statement during the process of applying for a position, either on his employment application or verbally, will not be eligible for employment. If the false statement is discovered at any time after the person has been hired, he may be discharged.

3. **Employment of Minors**

   No one under the age of sixteen (16) will be employed by the City of Shelby except seasonal or part-time employees with Parks and Recreations.

4. **Employment of Former Employees**

   Employees who have left voluntarily or through no fault of their own and who make application for reemployment will be given consideration along with all other applicants. The Director of Human Resources will review any former employee with the City Manager before they can be rehired. It is the policy of the City of Shelby not to reemploy those who are discharged for cause or those employees who leave under unsatisfactory conditions. However, if such a person reapplies and has established a substantial work history (at least 7 years) with

positive references, he/she may be considered. In any case, the most qualified candidate will be selected for the position.

5. Employment-at-Will

Either the employee or the organization may terminate employment at any time and/or for any reason.

6. Change of Address Requirements

Changes of employees' physical or mailing address or telephone number should be reported to Department Directors and Human Resources within 72 hours of the change. This information will not be released to the public.

7. Gifts and Favors (REMOVE)

The employees of the City should not accept gifts from citizens, vendors, contractors, subcontractors or suppliers of more than $25 in value. If a gift of this value or less is given and accepted then the appropriate department director should be informed. When feasible, this gift should be shared with the work team who contributes to the successful relationship between the City and the giver. Although your intent is not to be persuaded, any vendor, contractor, subcontractor or supplier may see acceptance of such the gift as an advantage to doing business with the City of Shelby. At no time should cash be accepted as a gift from any citizen, vendor, contractor, subcontractor or supplier

7. Jury Duty/Civil Leave Policy

An employee called for jury duty, or as a court witness for the Federal or State Governments or a subdivision thereof, shall be entitled to leave with pay for such duty in addition to keeping monies received for duty.

8. Deaths of Family Members

An employee must use sick leave if absence due to death and/or funeral services for the member of the employee's family. If sick leave is not available then vacation, compensatory time or unpaid time may be used. Employee's family shall include spouse, children, stepchildren, siblings, parents, parent in-laws and grandparents. Typically, three (3) days shall be granted, however, this will be at the discretion of the Department Director in consultation with the Director of Human Resources.

Effective Date: July 20, 2009
Revision Date: February 17, 2020
Revision Date: August 3, 2026

Personnel Policy and Procedure Manual

Criminal Background Checks

I. POLICY

It is the policy of the City of Shelby to undertake background investigations on all newly hired employees to obtain the best, most secure workforce to serve the citizens and to alleviate concerns of negligent hiring and to otherwise reduce liability to the City of Shelby.

The background investigations will include criminal background checks, sex offenders check and a driving record check. Additional background investigations are conducted for positions in protective services. **In compliance with G.S. 160A-164.2(b), if the position being filled requires an applicant for employment to work with children in any capacity, the City will require the applicant, if offered a position, to be subject to a criminal history record check conducted by the SBI. Any active employee transferring to a position that works with children in any capacity will be subject to a criminal history record check conducted by the SBI prior to the transfer.** All offers of employment are contingent upon the completion of these background investigations and the results must be received in Human Resources prior to the new employee's first day of employment. The City of Shelby reserves its rights to rescind an offer of employment and/or terminate an employee based on the results of the investigations.

Current employees are also obligated to report a change in their circumstances that have resulted in pending criminal charges, convictions or guilty pleas as described in Section IV.

II. CONSENT TO CHECK THE RECORDS

Every applicant for employment signs the back of the Application for Employment form which states in part "I authorize the City of Shelby to make any inquiry or investigation deemed necessary for employment considerations".

III. PROCEDURE

1. Human Resources will investigate an applicant's education, military service (if applicable), employment history and professional references.
2. Human Resources will initiate the criminal, sex offenders and driving record investigations and notify the applicant/employee that the investigation has been initiated.
3. State and/or county records will be checked for the previous seven (7) years of the applicants'/employees' residence.
4. The City of Shelby will keep confidential any information that is not part of the public record.

IV. EMPLOYEES' CONTINUING OBLIGATION TO REPORT

Current employees must immediately notify their Department Director if s/he has any criminal charge or infraction pending. Some examples include but are not limited to the following:

- Assault or sexual offenses of any nature.
- Any form of larceny or theft. Larceny includes fraud, embezzlement, armed robbery, common law robbery, forgery and financial crimes.
- Illegal use, possession or selling of a controlled substances or illegal drugs.
- Breaking & entering or burglary.
- Kidnapping, abduction and carjacking.
- Arson, hazing, perjury, bribery and obstruction of justice.
- Abuse & neglect.
- Domestic violence.
- Stalking.
- Expired and/or suspended driver's license.
- Driving infractions.

V. DISCIPLINARY MEASURES

1. Employees who are found to have past convictions and/or pending criminal charges may be suspended immediately and subject to other disciplinary measures, up to and including termination, depending on circumstances. Applicants who are found to have past convictions and/or pending criminal charges, and who have not yet begun employment, may have their application process suspended and will be subject to termination of the application process depending on the underlying circumstances. Please refer to Section IV of this policy to review the list of concerning offenses.
2. In the event an applicant or employee is terminated, or if other adverse employment action is taken against the applicant/employee, because of the background investigation, he/she will be provided with a copy of the background

report, the contact information for the investigation service and notice of his/her rights under the Fair Credit Reporting Act.

3. If falsification of the Application for Employment has occurred, including the failure to report past convictions and/or pending criminal charges, the applicant/employee will be subject to disciplinary measures, up to and including termination, depending on the circumstances.
4. A criminal conviction will not automatically result in termination or withdrawal of an offer or termination of the application process. Factors such as the date of offense, the seriousness of the offense, including whether the crime is classified as a felony or misdemeanor, and the nature of the job the employee has or would have will all be considered when rendering a decision about employment or continued employment with the City of Shelby.

Effective Date: July 20, 2009
Revision Date: August 3, 2026

Personnel Policy and Procedure Manual

Employment and Placement

I. PURPOSE

To provide an efficient and orderly method of filling all authorized positions in the City of Shelby.

II. POLICY

The City of Shelby seeks to fill its job vacancies by selecting from the available work force those applicants best qualified to perform the work based on merit, qualifications, and competency in compliance with approved employment procedures and Equal Employment Opportunity regulations. Also, it is the policy of the City of Shelby to fill all vacancies by promotion from within the organization whenever the most qualified employees are available.

III. RESPONSIBILITY

The employment function is centrally administered by Human Resources. Human Resources has the responsibility for the screening and the selection of personnel to fill budgeted job vacancies as they occur, It is the responsibility of Human Resources coordinating with Department Directors to constantly strive to obtain the best qualified people available to fill position vacancies. **When position vacancies occur, Human Resources will publicize these opportunities for employment, including applicable salary information, and employment qualifications. Individuals shall be recruited from a geographic area as wide as necessary to establish a diverse and qualified applicant pool.**

It is the responsibility of the Department Director to ensure that all positions are filled in conformity with the approved budget for their departments. The number of persons employed in a department may not exceed the authorized number budgeted for that department unless approved by the City Manager to do so.

Effective Date: March 21, 2011
Revision Date: August 21, 2023
Revision Date: August 3, 2026

Personnel Policy and Procedure Manual

Family Medical Leave of Absence (FMLA)

I. Policy Purpose

In recognition that it may become necessary to grant an absence away from work due to unavoidable or unusual personal circumstances, the City of Shelby fully complies with the Family Medical Leave Act (FMLA) of 1993 for granting such leaves permitting the employee to continue employment, benefits and seniority.

II. Circumstances Covered by FMLA

An eligible employee shall be entitled to 12 weeks of leave during a 12-month period for one or more of the following reasons:

- due to the employee's own *serious health condition*
- the birth of a son or daughter to the employee, in order to care for such child;
- the placement of a son or daughter with the employee for adoption or foster child;
- the need for the employee to care for the spouse, child or *parent* of the employee, when such spouse, child or parent has a *serious health condition*;

Definition of a *serious health condition*: an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or medical care facility or subsequent treatment in connection with such inpatient care; continuing treatment by a health care provider for a period of incapacity of more than three consecutive calendar days and any subsequent treatment related to the same condition that involves treatment two or more times by a health care provider; any period of incapacity caused by pregnancy or prenatal care; and any period of absence to receive multiple treatments by a health care provider either or restorative surgery after an accident or other injury. **If an employee's**

serious health condition is deemed Worker's Compensations, then FMLA will run concurrently.

Definition of a *parent*: a parent includes biological parents but also includes a person who acted in the capacity of a parent to the employee when an employee was a child. The definition of parent does not include in-laws.

III. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration debriefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness as defined by the Department of Labor. (Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember).

IV. Employee Eligibility

An employee shall be entitled to family or medical leave when s/he meets all the following criteria:

- The employee has worked for at least 12 months (not necessarily consecutively) with the City of Shelby.
- The employee must have actively worked for the City of Shelby for at least 1,250 hours during the 12 months before the leave would begin.
- When both spouses are employed by the City of Shelby, they are jointly entitled to a combined total of **16-work weeks (maximum of 12-weeks for either employee)** of family leave for the birth or placement of a child, or to care for a parent or child who has a serious health condition.
- When both spouses are employed by the City of Shelby, they are limited to a combined total of 26 work weeks if the leave is to care for a covered servicemember with a serious injury or illness and for the birth and care of a newborn child, for placement of a child, or to care for a parent who have a serious health condition. (Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember).

An employee is no longer eligible for leave under FMLA once the 12 weeks per year has been exhausted even if the employee may need to be absent an additional amount of time. Where additional non-qualifying leave is needed, the employee may request leave under another related policy.

The employee is required to keep the City of Shelby informed of his/her status and intends to return to work while on leave and is required to return immediately when the need for leave ends.

V. Procedure

Requests - Request for FMLA should be made in writing by completion of the FMLA Request Form. When an employee plans to take leave under this policy, s/he must give the City of Shelby 30 days notice when possible. If it is not possible to give 30 days' notice, the employee must give as much notice as is possible. **In situations where an employee is qualified for FMLA, but it could not be planned in advance, the City will begin tracking FMLA once an employee has been absent for 5 work shifts.**

When the request for FMLA involves a serious health condition, the employee may be required to provide a Certification of Health Care Provider Form (USDOL Form WH-380) completed by the physician treating the employee or immediate family member.

When seeking certification of a serious health condition, an employee should ensure the certification contains the following:

- Date when the condition began, expected duration, diagnosis, and a brief statement of treatment.
- If an employee is seeking FMLA for her/his own serious health condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
- For the serious health conditions of a family member, the certification should include a statement that the patient requires assistance and that the employee's presence is needed.
- If taking intermittent leave or working a reduced schedule, the certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

If deemed necessary, the City of Shelby may ask for a second opinion. The City of Shelby will pay for the employee to get a certification from a second physician, which the City of Shelby will select. If there is a conflict between the original certification and the second opinion, the City of Shelby may require the opinion of a third physician. The City of Shelby and the employee will jointly select the third physician and the City of Shelby will pay for the opinion. The third opinion will be considered final.

If the employee requests an extension of leave, if the circumstances described by the original certification have changed significantly, or if the City of Shelby receives information that casts doubt upon the continuing validity of the original certification, the City of Shelby may require recertification of the employee's or family member's medical condition.

The City of Shelby has the right to deny leave if the employee fails to properly submit legal or medical certification or does not comply with request for medical certification within 15 days of the request.

Procedure for Notice of Approval of Requested Leave - Designation of leave as being FMLA-qualified shall be made by the Director of Human Resources who will notify the employee and supervising department director.

Calculation of FMLA - Eligible employees can use up to 12 weeks of leave during any 12-month period. The City of Shelby will use a rolling 12-month period measured forward from the date an employee uses any FMLA leave. To calculate the amount of FMLA time an employee has remaining, the Human Resources Department determines the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time.

Leave may be retroactively designated as FMLA-qualifying if: (1) the reason for the employee's absence was unknown initially; or (2) the leave has been provisionally designated as FMLA-qualifying.

Pay During FMLA – The City of Shelby requires that compensation time, accrued sick and vacation time be utilized while on FMLA in accordance with the following provisions:

- All accrued compensatory time must be exhausted before other means of paid time is used.
- If employees have enough compensatory time and/or accrued sick time to cover the entire FMLA period, then it must be used.
- If employees do not have enough accrued compensatory and sick time to cover the entire period of leave, they may elect to distribute accrued hours during the leave period. Increments can be no less than 24 hours per pay period.
- When an employee has exhausted all applicable compensatory time and accrued sick leave then accrued vacation can be utilized.
- When an employee has exhausted all applicable paid time (comp, sick and vacation) any remaining qualifying leave shall be unpaid or donation of sick time may be requested.
- Worker's compensation benefit time will be counted toward the 12 weeks of FMLA leave.

Maintenance of Benefits – An employee is entitled to maintain group health insurance coverage, dental insurance and/or life & disability insurance coverage on the same basis as s/he has before going on FMLA. Payment for these benefits will continue to be deducted from earnings for each pay period. However, if any portion of the leave is unpaid, then the employee will have to pay their share of the insurance premium payments to maintain uninterrupted coverage. This payment shall be made in person or by mail to the Finance Customer Service Office by the 5th of each month. If the employee's payment is more than 30 days overdue then the Benefits Coordinator will notify the employee of the payment needed. If the employee's payment is more than 60 days overdue then the Benefits Coordinator will notify the employee of the payment needed. If payment is not made by 65 days, coverage will be dropped by the City of Shelby.

If a paid holiday occurs while an employee is on paid leave the employee will be paid for the holiday and the day will not be deducted from the 12 weeks of available leave.

The use of FMLA will not be considered a break in employment service with the City of Shelby, however any unpaid leave may be subject to an adjustment of service time by the North Carolina Local Government Employee's Retirement System (NCLGERS).

To continue to accrue sick and vacation time while on paid leave, an employee must have enough benefit hours to be paid for a minimum of 24 hours per pay period or 48 hours per month.

VI. Return from Leave

The City of Shelby will guarantee the employee's placement in the same position upon return from an FMLA Leave of 12 weeks or less duration. When an employee returns from leave of more than 12 weeks, s/he will be placed in the position occupied prior to taking the leave if that position still exists and is available. If it is not available, an effort will be made 60 days after released to return to work, to place the employee on a preferential basis, in other available comparable positions at the prevailing rates for the work, provided the employee is qualified, physically able and willing to do such work.

Employees must return to work within 3 business days after being fully released by a physician. If an employee fails to comply with this provision, the City of Shelby will assume that the employee does not intend to work and his/her employment with the City of Shelby will be considered as voluntary separation.

The City of Shelby will require a release to return to work notice from a physician if the leave is due to an employee's serious health condition. The City of Shelby

reserves the right to require the employee to take a physical test before returning from any leave.

The City of Shelby may choose to exempt certain highly compensated, “key” employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. Employees who may be exempted will be informed of this status when they request leave. If the City of Shelby deems it necessary to deny job restoration for a key employee on FMLA leave, the City of Shelby will inform the employee of its intention and will offer the employee the opportunity to return to work immediately if the leave request is not due to the employee’s serious health condition.

VII. Intermittent/Reduced FMLA Leave

Leave may be taken “intermittently or on a reduced leave schedule” due to a single illness or injury and may include leave of periods from an hour or more to several weeks. FMLA leave may also be taken intermittently whenever medically necessary to care for a covered servicemember with a serious injury or illness or for a qualifying exigency arising out of the active-duty status or call to active-duty of a covered military member. Only the amount of leave taken will count toward the 12 weeks of FMLA leave to which an employee is entitled. When intermittent or reduced leave is required for a serious health condition with planned medical treatment, the employee is required to make a reasonable effort to schedule treatment in a manner that does not unduly disrupt the City of Shelby’s operations.

In the event that intermittent leave is medically necessary, the employee must complete the FMLA Request Form and may also be required to submit a Certification of Health Care Provider Form (USDOL Form WH-380) from the treating physician indicating that intermittent leave is medically necessary or that such leave is required to care for the seriously ill family member. This certification must include the duration and schedule of the reduced leave. Exempt employees on FMLA leave will have sick or vacation deductions for partial days missed.

Effective Date: March 21, 2011
Revision Date: August 21, 2023
Revision Date: Nov. 18, 2024
Revision Date: August 3, 2026

Personnel Policy and Procedure Manual

Information Technology Policy

I. PURPOSE

The purpose of this policy is to outline the acceptable use of the Information Technology Systems at the City of Shelby. This policy also defines the appropriate behavior of anyone accessing the Internet via the City's computer network. Nothing in this policy in any way relieves an employee or elected official from the provisions of the "**Duty to Report Violations Policy**" in the Personnel Policy Manual. It is the City Manager's responsibility with respect to elected officials and the Department Director's responsibility to ensure their department's users abide by the guidelines set forth in this and other related policies and documents.

II. DEFINITIONS

- Information Technology Systems – are systems owned, operated, leased or otherwise controlled by the City.
- Device – includes cellular phone, desktop computer workstation, laptop, tablet, or other electronic equipment capable of connecting to the controlled internet.

III. SCOPE

This policy applies to all elected officials, employees, contractors, consultants, temporary workers, and other workers at the City of Shelby, including all personnel affiliated with third parties. This policy applies to all equipment that is owned, leased, or contracted by the City of Shelby as well as any personal electronic devices used to access the City's network.

IV. POLICY

The City of Shelby provides Internet access for City employees to research information related to City projects and to facilitate communications and transactions with others regarding City business, issues, and practices. Internet connection will be made by the City's Information Technology Department (IT

Department) to ensure a secure network and protect the City's databases. The purpose of the Internet is to support City business and provide work-related information to employees. Use of the Internet via the City's network must conform to federal, state, and local regulations as well as City policy. The use of these resources is a privilege, not a right, and can be discontinued by the employee's Supervisor, Department Director, IT Department, Director of Human Resources, or the City Manager. The City may deny Internet access to any employee at any time for any reason or elected official found to be in violation of N.C. Gen. Stat § 143-805(b). All technology resources and electronic mail (transmitted or received) are the property of the City of Shelby and subject to inspection by City officials. The City reserves the right to enter, review and monitor all information on systems without advance notice. This may include, but not limited to, investigating theft, unauthorized disclosure of confidential business or proprietary information, personal abuse of the system, or monitoring workflow and productivity. All websites accessed by an employee are logged and periodically checked by the IT Department for security risks and questionable material. Any violations of City of Shelby's policy will be reported to the Department Director, Director of Human Resources and the City Manager who will, in accordance with City policy, determine what action shall be taken.

In addition to the above, each year, no later than August 1st of each year, a report shall be provided to the State Chief Information Officer (CIO) on the number of incidences of unauthorized viewing or attempted viewing of pornography on that City's network. This report shall include such attempts whether or not the unauthorized viewing was by an employee, elected official, appointee, or intern. Additionally, this report shall include whether any of the unauthorized viewing or attempted viewing occurred on a City device that is owned, leased, maintained, or otherwise controlled by the City.

Internet and E-mail Guidelines:

- Employees are expected to use the Internet responsibly and professionally for purposes described in this section.
- When sending or forwarding e-mail over the Internet, employees shall identify themselves clearly and accurately. Anonymous email messages are forbidden.
- Sending or forwarding e-mail that contains the City's confidential materials to non-authorized personnel is prohibited.
- Sending or forwarding e-mail that could damage the image or reputation of the City or undermines public trust is prohibited.
- Employees will not engage in e-mail correspondence that is harassing or threatening in nature, racist, obscene, pornographic, libelous or violates any City of Shelby Policy, local, state, or federal laws.
- Employees will not use the City's e-mail system to enter contests or join non-work-related memberships or other personal use of their City e-mail account.
- Employees may not visit pornographic websites or download any material that is pornographic, obscene, vulgar, racist, or offensive in nature, except when, as an

employee of the City of Shelby Police Department, a criminal investigation requires such a visit.

This policy shall not apply to the following:

1. Investigating crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
2. Identifying potential security or cybersecurity threats.
3. Protecting human life
4. Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing the requirements of N.C. Gen. Stat. § 143-805, as may be updated from time to time.
5. Participating in judicial or quasi-judicial proceedings.
6. Researching issues related to the drafting or analysis of the laws of North Carolina as necessary to fulfill the requirements of the employee's official duties.

   This list may be amended from time to time in compliance with the terms, definitions, requirements, and exceptions permitted under N.C. Gen. Stat. § 143-805.

   If an employee accesses an unauthorized site by accident, the employee should exit the site immediately and report it to their supervisor. Even if it is accidental, a report shall still be made and become part of the required annual report to the State Information Officer.

- Any employee, elected official, or appointee of the City who has pornography saved to a device owned, leased, maintained, or otherwise controlled by the City shall remove, delete, or uninstall the pornography no later than January 1, 2025.
- Employees should always be careful in opening attachments or clicking on links in e-mail or websites.
- Employees shall avoid unnecessary network traffic (e.g., audio or video streaming for personal use).
- Employees may not use City time, City Information Technology resources, and Internet resources for personal gain including, but not limited to, private business endeavors.
- Resources of any kind, which are not used for City purposes, should not be accessed, or downloaded.
- Resources of any kind, for which there is a fee, should not be accessed or downloaded in violation of the City's purchasing policy.
- The Internet provides easy access to software distributed by companies on a trial basis. This free access does not mean that the software is free or that it may be distributed freely. All applicable software copyright and licensing laws must be followed.

Computer and e-mail accounts:

Computer and e-mail accounts are created at the request of the Department Director or other appropriate administrative personnel. When an employee is no longer employed by

the City, their computer and e-mail accounts are disabled immediately and purged after 30 days. Department Directors may request an additional 30 days by contacting the IT Department.

Password Guidelines:

The City will adhere to Microsoft's strong password recommendations to increase the protection of their accounts on the network; employees are required to use strong passwords when accessing corporate computer systems. Everyone will be required to change their password every 90 days and be required to use passwords that do not match previous passwords.

Passwords must meet complexity requirements and contain at least 3 of the following:
1) English uppercase characters (A-Z)
2) English lowercase characters (a-z)
3) Base 10 digits (0-9)
4) Non-alphanumeric characters (for example: !, @, #, $, %...)

Personal Computer General Guidelines:

1. Attaching peripherals (printers, scanners, external devices, etc) to City computers must be pre-approved by the IT Department.
2. Employees are expected to always use their personal devices responsibly and professionally and in compliance with this policy. Failure to follow City policies, even if accessing the City's network on a personal device, shall result in disciplinary actions and mandatory reporting as provided for herein.
3. All computer users are responsible for backup to ensure the safekeeping of documents and files.

Multi-Factor Authentication (MFA) Requirement:

Passwords alone can be compromised through phishing, reuse, or data breeches. Multi-Factor Authentication (MFA) for access to key systems adds an extra layer of protection by requiring a second form of verification beyond a password. This significantly reduces the risk of unauthorized access. Employees with a City email account will be required to install Duo (the City's MFA) on their City phone or personal phone (if a City phone is not provided). Each employee's access is unique to that employee, which means that each employee must utilize a second device to download Duo. Duo is a free mobile application (app) that employees must download to initiate the MFA. Without downloading the app, employees will not be able to access their email or Microsoft applications. Utilizing Duo does not create public records and does not allow further access to the employee's private data or information.

Training:

Training on this policy is provided to new employees during New Employee Orientation. All elected officials as well as each employee who accesses the city network, regardless of whether with a personal device, city owned, leased, maintained, or device otherwise controlled by the City is expected to participate in training provided by the IT

Department. Training is often provided via a video on current computer security issues followed by a short, multiple-choice quiz. Results of the quiz are provided to Department Directors, the IT Department, and other appropriate personnel. Additional lab training is provided as needed.

Expectations of Personal Privacy:

There should be no "expectation of personal privacy" in the usage of City of Shelby Information Technology resources. The City of Shelby reserves the full right to access, monitor, retrieve and disclose any digital information that has been stored or transmitted, to or from any technological resource that is owned or leased by the City of Shelby without advance notice. This also applies to all activities conducted with any City paid accounts, subscriptions, or other technical services, such as Internet access, e-mail, and cell phones, whether the activities are conducted on the City premises. The City of Shelby Information Services Manager or his/her delegate may exercise his/her right to access under, but not limited to, the following: (1) impropriety, (2) violation of City policy, (3) legal requirements, (4) suspected criminal activities, (5) breach of system security, or (6) to locate substantive information or monitor employee performance and conduct. Employees should be aware that even when a message is erased or a visit to a website is closed, it is still possible to recreate the message or locate the website. Furthermore, all communications including text and images may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Each employee is responsible for their network/e-mail account.

Policy Agreement:

As a condition of employment, all City of Shelby employees, contractors, consultants, temporary workers, and other workers including all personnel affiliated with third parties accessing the City of Shelby network must adhere to the Information Technology Policy. Department Directors are responsible for ensuring that their employees, contractors, consultants, and other workers including all personnel affiliated with third parties are trained on and follow the City of Shelby Information Technology Policy.

Remote Access:

Remote access to City's Information Technology resources may be requested by the appropriate Department Director. If approved, the IT Department will create remote access for the individual using their City e-mail account and the current remote access software. If general Virtual Private Network (VPN) access is required, it must be from a City-owned computer that has been verified by the IT Department. Employees approved and given VPN access must sign an agreement with the IT Department prior to this access being given.

Policy Enforcement:

Employees who abuse or misuse the City of Shelby's Information Technology Policy and resources (including email & internet) will be held accountable as outlined in the Personnel Policy Manual "**Disciplinary Actions**" and "**Disciplinary Action Grid**".

Additionally, employees who fail to adhere to mandatory IT Department training will be held accountable to the same policies.

Effective Date: July 20, 2009
Revision Date: Nov. 19, 2018
Revision Date: Aug. 21, 2023
Revision Date: Aug. 3, 2026

Personnel Policy and Procedure Manual

New Employee Processing

I. Policy

Job offers for full-time and part-time employees are made by the Director of Human Resources or the Employment Coordinator. Job offers for seasonal employees are made by the Parks & Recreation Department. All job offers are made contingent upon the successful completion of a pre-placement screening which includes a drug screen and criminal background checks. Human Resources will arrange the pre-employment screening process.

II. Procedure

Human Resources will:

1. Check to see if the employee was previously employed at the City of Shelby. If so, ensure the employee is eligible for rehire and review the rehire with the City Manager for approval.

2. Coordinate a time with the City of Shelby sponsored provider and the new employee for a pre-placement drug screening (and physicals for the Shelby Police Department). The City of Shelby sponsored provider must do the pre-placement drug screening (and physicals for the Shelby Police Department). After the job offer is made, Human Resources will get the new employee's social security number and date of birth for pre-placement drug screening.

3. Provide new employees (full-time and part-time) with an offer letter and on-boarding package which includes:
    A. Federal Withholding Form W-4.
    B. NC Withholding Form NC-4.
    C. Employee Personal Information Data Sheet.
    D. Employee Handbook and Statement.
    E. I-9 Form.

F. Criminal Background Check Release Form.
G. Compensatory Time or Overtime Statement of Understanding Form.
H. Direct Deposit Form
I. Health insurance enrollment form (if applicable).
J. Dental insurance enrollment form (if applicable).
K. Life insurance enrollment form (if applicable).
L. Critical Illness insurance enrollment form (if applicable).
M. NC retirement form (if applicable).
N. Prudential NC 401 K form (if applicable).
O. NC SBI Background Forms & Fingerprint cards – applicants for employment in positions that require working with children.

4. Ensure that all new employees complete and submit their package prior to their first day of work if possible. As part of the on-boarding process, Human Resources will explain the first day of employment (where to report, who to ask for and what to wear) and talk about new employee orientation (provide a reminder of date, time, and location).

5. Inform all new employees of their required attendance at New Employee Orientation which will be held on the first Wednesday of every other month. All new employees must attend within 6 months from date-of-hire e**xcept Police Officer Cadets who must attend within 8 months of hire.**

Effective Date: Nov. 16, 2009
Revision Date: Nov. 21, 2023
Revision Date: Aug. 03, 2026

Personnel Policy and Procedure Manual

Travel Policy

I. POLICY

It is the intent of this policy to provide city employees with a comprehensive reference for uniform interpretation of authorization, payment, and reimbursement for travel expenses pertaining to official travel. This policy is applicable to all departments and employees.

II. DEFINITIONS

Authorized Representative – The Department Director or an individual authorized by the Department Director to approve or disapprove requests for travel authorizations, registrations, travel reimbursements, etc. This person should verify that costs are reasonable and customary.

Duty Station – The job location at which the employee spends the majority of his or her working hours. In some instances, if the employee leaves for travel from home, home will be the beginning point.

Requesting Party – The employee traveling who will be reimbursed for travel costs incurred while conducting city business.

Incidentals – Parking required for attendance, tolls, etc.

High-low Method – This is a method to determine the per diem amount of meals and incidentals. The IRS sets one rate for high-cost localities and another lower rate for all other localities within the continental United States.

Official travel – Official travel as set forth in this policy is defined as travel in which an employee is attending training and/or representing the City of Shelby. Overnight travel requires that the destination site be located more than 50 miles from the employees' duty station unless approved by the City Manager. Day travel is defined as going to and from the normal job location to a site that is in excess of 25 miles from the normal job location to conduct City business.

Authorization of travel will be based upon need and cost/benefit of travel as determined by the authorizing representative and City Manager. All employees traveling on official business representing the City are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess cost, indirect travel routes, luxury accommodations, and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Employees and officials will be personally responsible for unauthorized costs and any additional expenses incurred for personal preference or convenience.

Per Diem– A meal per diem allowance will be provided based on rates available from the Finance Department. Currently approved at:

- Breakfast - $10.00
- Lunch - $15.00
- Dinner - $25.00.

III. GUIDELINES

The City will provide reimbursement for employee travel expenses directly related to attendance for approved conferences, seminars, meetings, training, and other official functions. Employee travel is planned, approved, and budgeted at the Department level. All employee travel requires a Travel Authorization Form to be completed by the employee, signed by an Authorized Representative, and signed by the City Manager prior to making any travel arrangements. Hotel Reservation and Conference registrations along with agendas should be submitted with the Travel Authorization Form.

The Finance Department will adopt and enforce administrative procedures that ensure all City authorized travel is paid directly by the City, or to the employee based on actual itemized expenses as reported on the Expense Report or as should be covered by per diem payment.

IV. PROCEDURES

The Travel Authorization Form will be used as a planning/cost estimation. It should be completed by the employee traveling and submitted for review to the Authorized Representative. Conference registrations and agendas should be submitted with the Travel Authorization Form. Once completed at the department level, it should be submitted directly to the City Manager for prior approval.

Once approved and notification is received by A/P, then A/P will scan the approved copy to the department. The department may then make travel arrangements, payments, etc~~.~~ Payments for hotels, rentals, registrations, should be made using the department Travel P-card or through Accounts Payable.

Departments have access to Travel P-Cards which should be used exclusively for registrations, hotels, etc. The limits will be set higher than normal P-Cards but could also be raised as needed. Note that departments that are smaller in size or have limited travel may use their regular department P-Card rather than applying for a Travel P-Card. This will also allow the traveler to take the card with him/her in the instance the hotel will not take a credit card authorization form. Every effort should be made for employees to drive City-owned transportation when available. However, non-City employees are prohibited from traveling in city vehicles.

When overnight accommodation is requested and approved, employees are expected to stay overnight in moderate, average-priced accommodation. Employees will pay for any additional expenses that are incurred due to spouses and/or other guests accompanying them.

V. TRAVEL ADVANCES

The City will assist employees who are required to travel on business by advancing funds if the estimated meal expense exceeds $100.00. If less than $100.00, reimbursement will be made upon completion of travel and filing of the Expense Report. If a City vehicle is not available and a personal vehicle is used, mileage will be reimbursed after the travel has taken place. Mileage expenses will not be advanced. No travel advance will be issued if the employee has an outstanding advance that has not been reconciled and cleared by submission of a corresponding Travel Expense Report.

VI. EXPENSE REPORTS

Upon completion of travel, an Expense Report should be completed and submitted to Finance with all receipts (excluding meal receipts) and a copy of the signed Travel Authorization. Submission of a falsified reimbursement request or any other violations of this policy may result in disciplinary action including possible dismissal.

Expense reports should include all expenses incurred, including any prepaid items. Receipts should be attached, excluding meals. Per diem rates will not apply for meals that are provided by the conference or hotel. Per diem rates for partial day travel will only apply during the hours as outlined on the expense report.

- Breakfast – Departure prior to 6:00 a.m.
- Lunch – Departure after 9:00 a.m. returning after 3:00 p.m.
- Dinner – Return to duty station after 8:00 p.m. If stopping for dinner would cause the individual to return after 8:00 p.m., when they would otherwise have returned before 8:00 p.m. dinner will not be reimbursed.

The following items are NOT reimbursable:

- Any miscellaneous expense not preapproved or supported by a receipt.
- Travel to and from duty station. Mileage reimbursement requests will be verified using Google Maps.
- Non-employment related expenses, such as alcoholic beverages, movie rentals, snacks, drinks, or other meals
- Any traffic fines.

Memorandum

TO: Jusitn Merritt, City Manager

FROM: Deborah Jolly, Director of Human Resources

CC: Jason Lunsford, City Attorney

RE: Personnel Policy Manual – New Policy

DATE: July 28, 2026

BACKGROUND:

The City Attorney's Office and the Human Resources Department recommend the addition of the "Gifts, Conflicts of Interest & Expectations of Ethical Conduct" policy to the City's Personnel Policy Manual. The purpose of this policy is to provide guidance to employees as we maintain public trust by ensuring public, not private or personal interest are always the priority. It is essential that the City functions honestly and fairly, free from all forms of impropriety, threats, favoritism, and undue influence or form the appearance of impropriety. Employee awareness and training will follow with the establishment of this policy.

RECOMMENDATION:

It is recommended that the Gifts and Favors – Section 7 of the current "Conditions of Employment Policy" be removed and the "Gifts, Conflicts of Interest & Expectations of Ethical Conduct" Policy be added to the Personnel Policy Manual. Thank you for your consideration. Please let me know if you have questions.

Policy Number:
Effective Date: Nov 16, 2009
Revision Date: Nov 21, 2016
Revision Date: August 3, 2026

Personnel Policy and Procedure Manual

Gifts, Conflicts of Interest, & Expectations of Ethical Conduct

I. PURPOSE

The citizens of Shelby entrust the employees of the City to provide services to further the public, not private or personal, interest. To maintain public trust, it is essential that the City functions honestly and fairly, free from all forms of impropriety, threats, favoritism, and undue influence or from the appearance of impropriety. City employees must maintain and exercise the highest standards of duty to the public in carrying out the responsibilities and functions of their positions. City leaders are expected to set the "tone" for adherence to the policy and serve as an example for employees to follow.

The City acknowledges that networking opportunities in social settings and certain gift giving practices may be customary and are an integral part of on-going business relationships. However, employees should not accept gifts and gratuities for the benefit of the employees or participate in granting favors or influence of any kind regarding City business except as noted in this policy.

The sections of this policy concerning conflicts of interest are meant to cover all construction or repair contracts entered into by the City and any projects that may receive federal funds pursuant to 2 C.F.R. § 200.318(c)(1). Additional state law provisions include N.C. Gen. Stat. § 133-32 and N.C. Gen. Stat. § 14-234.

II. POLICY

A. **GIFTS**. The City of Shelby prohibits employees from accepting gifts, gratuities, or other considerations from citizens, vendors, contractors, subcontractors or suppliers of more than $50 in value. If a gift of this value or less is given and accepted then the appropriate department director should be informed. When feasible, this gift should be shared with the work team who contributes to the successful relationship between the City and the giver. Although your intent is not to be persuaded, any vendor, contractor, subcontractor or supplier may see acceptance of such the gift as an advantage to doing business with the City of Shelby. At no time should cash be accepted as a gift from any citizen, vendor, contractor, subcontractor or supplier.

B. **CONFLICTS OF INTEREST**. Employees must never use their status within the City of Shelby to influence a bid or award of a contract. Additionally, no City of Shelby employee, spouse of an employee, or public official that has a business interest, as defined by N.C. Gen. Stat. § 14-234 may be involved in the bidding or awarding of the contract. Bidders should be made aware of this policy along with any subrecipients. Contracts should be reviewed internally by the City to ensure compliance.

III. SCOPE AND RESPONSIBILITY

This policy applies to all City employees. This policy also applies to parties whom the employee knows, or has reason to know, any of the following:

- Is doing or seeking to do business of any kind with the City,
- Is engaged in activities that are regulated or controlled by the City, or who has a financial interest that may be substantially and materially affected, in a manner distinguishable from the public, generally, by the performance or nonperformance of the employee's official duties. If questions arise concerning the application of this policy, employees should report the situation to their department director to determine if the item or activity is allowable. The department director should contact Human Resources for assistance, if needed. Violations of this policy will subject the employee to disciplinary action, up to and including discharge from employment.

IV. DEFINITIONS

Benefit - For the purposes of this policy a benefit is anything reasonably regarded as a financial gain or financial advantage, including a benefit to any other person in whose welfare an employee has a direct and substantial interest.

Business - Any of the following - association, corporation, enterprise, joint venture, organization, partnership, proprietorship, vested trust, and every other business interest, including ownership or use of land for income.

Contract - A promise or agreement between the parties that gives each a legal duty to the other and also the right to seek a remedy for breach of those duties.

Contractor - One who, for a fixed price, undertakes to perform work or services, or the furnishing of goods for the City.

Gift - Anything given to the City of Shelby or its employees, in the course of official duties, whether personal or real property. Examples of gifts may include but are not limited to food, promotional items, real property, or the use of real property, meals, travel, lodging, and/or entertainment.

Gratuities - Something given voluntarily to the City of Shelby or its employees, officers, or agents, in the course of official duties, usually in return for or in anticipation of some

service. Examples of gratuities may include but are not limited to money, preferential terms, endorsements, services, and/or access to people or information.

Nominal Gift - A gift or benefit with a fair market value of less than $50.

Vendor - A seller of goods or services to the City.

V. STANDARDS

Meals and Beverages:

A. ALLOWED Meals and Beverages - Meals and beverages may be paid by another party if these are offered at conferences; meetings; gatherings; open houses; educational, training, or professional development sessions provided that other participants are invited to attend.

B. PROHIBITED Meals and Beverages – Meals and beverages may not be paid by another party if given by or on behalf of a vendor/contractor with the intention to influence or which may give the appearance of influencing a City employee concerning a business transaction.

Non-Monetary Gifts and Gratuities:

A. ALLOWED Non-monetary Gifts and Gratuities - Non-monetary Gifts and Gratuities may be accepted if the item is a souvenir, promotional item or sample product and the fair value is estimated at $50 or less; items won in a raffle at a professional conference or other function; or is accepted on behalf of the department or City and shared with other employees.

B. PROHIBITED Non-Monetary Gifts and Gratuities – Non-monetary gifts and gratuities may not be accepted if the item is given by or on behalf of a vendor/contractor with the intention to influence or which may give the appearance of influencing a City employee concerning a business transaction. Is other than the allowable circumstances described in this policy or is in excess of the nominal gift threshold of $50.

Monetary Gifts and Gratuities (including gift cards and certificates)

A. ALLOWED Monetary Gifts and Gratuities – only if it is won in a raffle at a professional conference or other function.

B. PROHIBITED Monetary Gifts and Gratuities – Monetary gifts and gratuities may not be accepted if the item is given by or on behalf of a vendor/contractor with the intention to influence or which may give the appearance of influencing a City employee concerning a business transaction; is a gift certificate or cash award in any denomination accepted for the sole benefit of an employee or the employee's family member.

RESOLUTION 51-2026

A RESOLUTION REVISING AND AMENDING THE PERSONNEL POLICIES OF THE CITY OF SHELBY TO PROVIDE AN UPDATED PERSONNEL POLICY AND PROCEDURE MANUAL

WHEREAS, the City Council for the City of Shelby in 1998 adopted the City's Personnel Policy that promotes consistent human resource management practices to be followed by all City employees; and

WHEREAS, the City of Shelby has heretofore enacted a variety of policies, procedures, and policy statements governing the personnel system of the City; and

WHEREAS, these policies require updates from time to time to remain in compliance with federal, State, and local laws these policies will be utilized by the City Manager when addressing employment concerns or grievances.

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

Section 1. The City's Personnel Policy dated July 1998 and adopted in August 1998 is hereby amended to include the addition or revision of the following policies, attached hereto and incorporated herein by reference as Attachment A:

- Conditions of Employment
- Criminal Background Checks
- Employment and Placement
- Family Medical Leave of Absence (FMLA)
- Gifts, Conflicts of Interest, & Expectations of Ethical Conduct
- Information Technology Policy
- New Employee Processing
- Travel Policy

Section 2. The City Manager is hereby authorized and directed to implement and administer the Personnel Policy as amended by this Resolution.

Section 3. The City Clerk is authorized and directed to cause the provisions of this Resolution to be recorded into the bounded Personnel Policy as necessary to provide an updated and accurate copy to be retained in the Clerk's Office. Additional copies may be updated for each department within the City consistent with this Resolution.

Adopted and approved this the 3rd day of August, 2026.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: C-5

5) Purchase and sale agreement for real property located On West Sumter Street:

   a. Adoption of FY 2026-2027 Budget Ordinance Amendment #3: Ordinance No. 34-2026

   b. Approval of a resolution authorizing the execution of a purchase and sale agreement for real property located on West Sumter Street: Resolution No. 52-2026

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

- Memorandum dated July 29, 2026, from Ben Yarboro, Assistant City Manager, to Justin Merritt, City Manager
- Memorandum of Understanding
- Ordinance No. 34-2026
- Resolution No. 52-2026

City Manager's Recommendation / Comments

a) Ordinance No. 34-2026 is presented for City Council consideration at this time via the Consent Agenda. City Council previously authorized the City Manager to negotiate for the purchase of property located on West Sumter Street. This has occurred and, if approved, this ordinance would appropriate funding from the General Fund toward the purchase of the property.

b) Resolution No. 52-2026 is presented for consideration by City Council via the Consent Agenda and specifically authorizes the City Manager to enter into the contract for purchase of the property and further authorizes him to proceed to close on the property within the funding appropriated by City Council.

It is my recommendation that Ordinance No. 34-2026 and Resolution No. 52-2026 be adopted and approved at this time via the Consent Agenda.

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

Memorandum

To: **Justin Merritt, City Manager**

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

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

RE: **Budget Amendment for the purchase of real property located on W. Sumter Street**

Date: **July 29, 2026**

Background

Over the past few years, Vernon E. Baumrind, owner of BVJ Properties, LLC has developed a portion of the 900 block of W. Sumter Street adjacent to the Shelby City Park's Royster Memorial Golf Course. This property was previously undeveloped and as of July 2026, four single family residential units have been constructed. Site preparation is currently in progress for the 4 of the last 5 subdivided lots on this property. The City of Shelby has an interest in purchasing Lot 9, which consists of 0.39 acres located at the corner of Harley Drive and W. Sumter Street. This parcel adjoins an entrance to the City Park and the Golf Course, and additionally the City currently has a utility easement within a portion of this property.

Review

City Council previously authorized the City Manager to enter into negotiations for the purchase of this property located on W. Sumter Street. This has occurred and if approved this ordinance would appropriate funding from the General Fund toward the purchase of the property. Attached to this memo is a memorandum of understanding between BVJ Properties, LLC and the City of Shelby regarding the purchase of this property located on W. Sumter Street that also shows where the property is located. The agreed price for this parcel is $65,000 plus closing costs; therefore, City staff is recommending a budget amendment in the amount of $70,000.

Recommendation

City staff recommends City Council approval authorizing the execution of a purchase and sale agreement for lot 9 of parcel #20276, located at the corner of Hartley Drive and W. Sumter Street. City staff also recommend a budget amendment in the amount of $70,000 from the City's General Fund for this purchase.

Please let me know if additional information is needed.

Attachments:

- Memorandum of Understanding

STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

MEMORANDUM OF UNDERSTANDING

PURCHASE OF PROPERTY LOCATED AT TBD SUMTER STREET, SHELBY, NC 28150

BETWEEN CITY OF SHELBY, NORTH CAROLINA, A MUNICIPAL CORPORATION (HEREINAFTER "CITY") AND

BVJ PROPERTIES, LLC (HEREINAFTER "SELLER"), A LIMITED LIABILITY CORPORATION REGISTERED AND DOING BUSINESS AT 8508 PARK ROAD #133, CHARLOTTE, NC 28210, REGISTERED OWNER BEING VERNON E. BAUMRIND.

The City of Shelby, North Carolina ("City," "Purchaser," or "Buyer") and BVJ Properties, LLC ("Owner" or "Seller"), hereinafter the Parties, desire to enter into this Memorandum of Understanding ("MOU") on July 24, 2026, regarding their intent to enter into a Purchase and Sale Agreement ("PSA") for certain real property. The Purpose of this MOU is to set forth the current intent of the Parties with respect to the general terms and conditions to be included in the final Purchase and Sale Agreement to be entered into between City and Owner (the "Purchase Agreement").

WHEREAS, BVJ is the present owner of a certain tract of land identified as tax parcel #20276 and further identified by Deed Book 1922 and Page 476 registered in the Cleveland County Register of Deeds; and

WHEREAS, Owner has further subdivided the parcel into five (5) additional lots numbered 5, 6, 7, 8, and 9, as identified on Exhibit A, attached hereto and incorporated herein by reference, and recorded in Plat Book 53 Page 34 in the Cleveland County Register; and

WHEREAS, Owner seeks to sell lot 9, hereinafter the Property, comprising approximately .39 acres to City, and

WHEREAS, the Property is located adjacent to property owned and operated by the City of Shelby as part of the Royster Memorial Golf Course; and

WHEREAS, City is authorized by N.C. Gen. Stat. § 160A-11 to enter into contracts for the purchase of real property; and

WHEREAS, City and Owner desire to enter into this MOU in order to memorialize the current status of the negotiations and the actions and responsibilities of both parties as they advance toward finalizing a formal Purchase Agreement.

NOW, THEREFORE, City and Owner have agreed upon the following terms and conditions relative to their negotiations and the basic terms to be included in the final Purchase Agreement for the Property:

1. Owner seeks to sell the Property located along West Sumter Street, Shelby, NC 28150, also identified as lot 9 of Tax Parcel 20276 and recorded in Plat Book 53 Page 34 in the Cleveland County Register and comprising approximately .39 acres at the cost of sixty-five thousand ($65,000.00) dollars, which shall be paid at time of Closing, plus any additional fees and expenses identified within this MOU.
2. Owner and City, in negotiations of the future Purchase Agreement, agree to the following additional fees and expenses:
    a. Each Party shall bear the costs of their respective attorneys' fees.
    b. Owner shall bear the expense for any ad valorem property taxes, escrow fees, and revenue stamps.
    c. City shall bear the expense of any title search, recording fees, and any additional inspections desired or required to be performed by City or City's insurance, deed preparation, and closing fees.
3. Owner shall convey to City, at time of Closing, fee simple marketable title by a general warranty deed, free and clear of all liens and encumbrances, but subject to any present rights of ways, and easements of record in Owner's chain of title. Notwithstanding the foregoing, any monetary liens, mortgages or deeds of trust shall be removed by Owner at or before Closing.
4. During the time in which this agreement is signed and entered and prior to Closing, Owner shall not, without the express written consent of City, cause or allow any liens or encumbrances with respect to the Property that may adversely affect the Property or transfer any interest in the Property except as otherwise permitted herein.
5. The Purchase Agreement and final Closing shall take place at a mutually convenient time and place on or before the date provided herein. At time of Closing, Owner shall deliver to City exclusive possession of the Property.
6. Owner further acknowledges that City is a municipal corporation duly formed and operating under the laws of the State of North Carolina and as such recognizes that City Council must approve the purchase.
7. Following the procedures provided in Paragraph 6, Owner and City shall use all reasonable efforts to enter into the Purchase Agreement under the terms of this MOU and close before August 31, 2026.
8. The Parties agree to provide written mailed notice using First Class Mail, e-mail notice, or personal delivery notice to the other regarding this MOU. Any notice provided using mailed notice shall be deemed received three (3) calendar days after said notice was deposited in the mail.
9. This MOU shall not be assigned by either Party.
10. It is expressly understood that the above terms and conditions of this MOU do not constitute a binding obligation on the Owner or City to enter into a future Purchase Agreement for the Property. Neither Party shall be finally bound to buy or sell the Property unless and until the Purchase Agreement is formally executed by the parties and delivered to each other and such purchase is recorded. It is further contemplated that the Purchase

Agreement shall contain such other terms, covenants, conditions, warranties, and representations as are customary or appropriate in transactions of this nature,

In Witness Thereof, the Parties hereto have executed this Memorandum of Understanding on the date written above:

SIGNATURE TO FOLLOW

CITY:

City of Shelby
P.O. Box 207
Shelby, NC 28151

By:

Justin Merritt
City Manager

STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

I, a notary Public of the State and County aforesaid, do hereby certify that Justin Merritt, City Manager for City of Shelby, Buyer/City, personally appeared before me this day and (i) I have personal knowledge of the identity of the Buyer/City and he voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated.

Witness my hand and official seal or stamp, this 24th day of July, in the year 2026.

(STAMP or SEAL)
CAROL S. WILLIAMS
NOTARY PUBLIC
Cleveland County
North Carolina
My Commission Expires 02-08-2029

Carol S. Williams
Notary Public Official Signature

Carol S. Williams
Notary Printed or Typed Name

My commission expires: 2/8/2029

OWNER:

BVJ Properties, LLC
8508 Park Road #133,
Charlotte, NC 28210
Registered Owner: Vernon E. Baumrind

By: Vernon E Baumrind
Vernon E. Baumrind
Owner

STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND

I, a notary Public of the State and County aforesaid, do hereby certify that Vernon E. Baumrind, Owner of BVJ Properties, LLC, Owner, personally appeared before me this day and (i) I have personal knowledge of the identity of the Owner and he voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated.

Witness my hand and official seal or stamp, this 22nd day of July, in the year 2026.

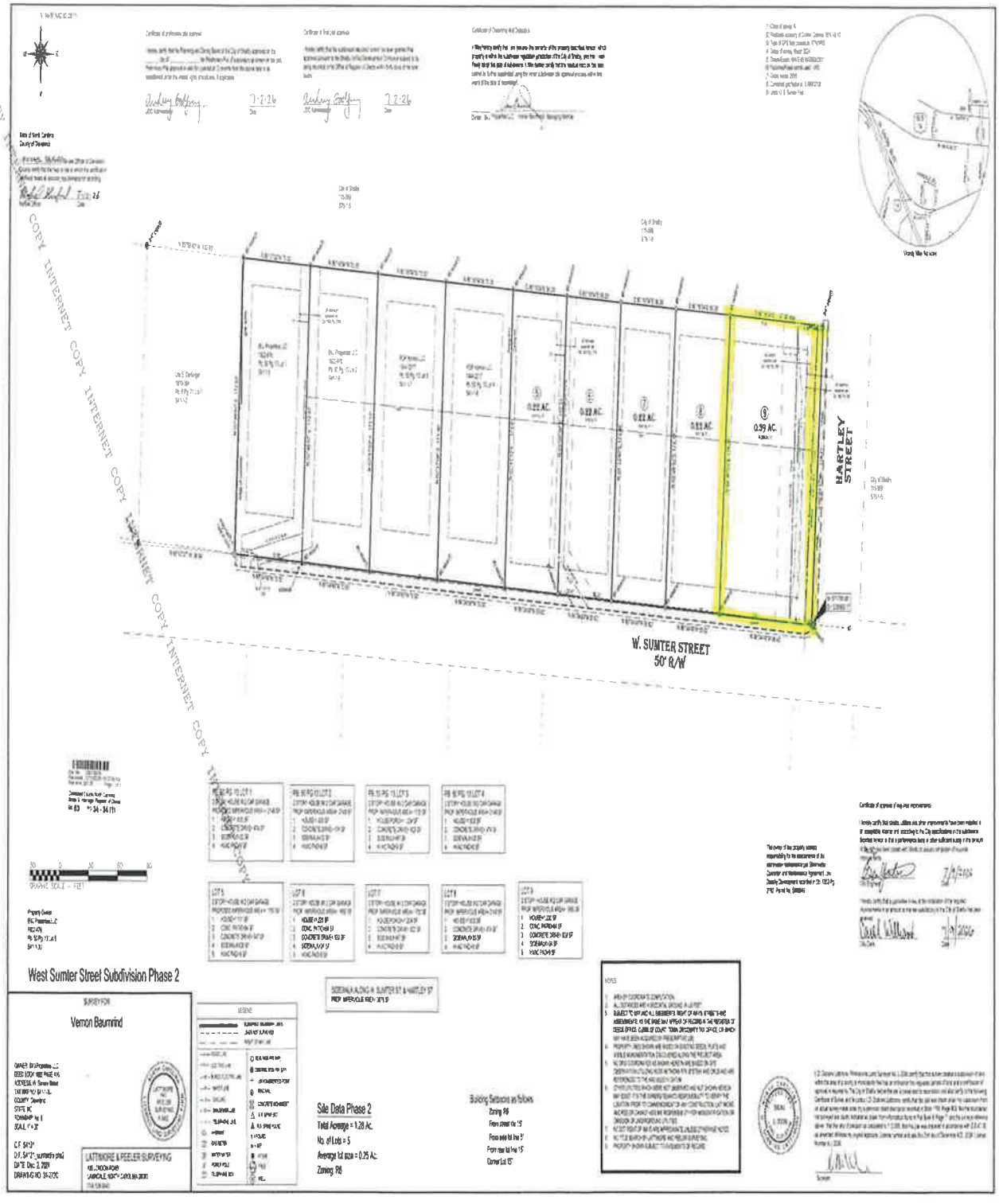
(STAMP or SEAL) O'Hagi M. McGriff
Notary Public
Mecklenburg County, NC
My Commission Exp 05/02/2028

Notary Public Official Signature

O'Hagi M. McGriff
Notary Printed or Typed Name

My commission expires: 05/02/2028

EXHIBIT A


HARTLEY STREET
W. SUMTER STREET
50' R/W
0.39 AC.
West Sumter Street Subdivision Phase 2
Vernon Baumrind
LATTIMORE & PEELER SURVEYING
Sale Data Phase 2
Total Acreage = 1.28 Ac.
No. of Lots = 5
Average lot size = 0.25 Ac.
Zoning: R8
Building Setbacks as follows
Zoning: R8
From street r/w: 15'
From side lot line: 5'
From rear lot line: 15'
Corner Lot: 15'

ORDINANCE NO. 34
CITY OF SHELBY
FY 2026-2027 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 2026-2027; 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. 20-2026, the City's FY 2026-2027 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 3 for the year:

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

(a)	Increase 110612-52000 Land	$ 70,000
(b)	Increase 11001000-39900 Appropriated Fund Balance	$ 70,000

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. 3
General Fund	$ 38,414,080	$ 38,484,080
Emergency Telephone System Fund	109,491	109,491
Powell Bill Fund	938,480	938,480
Economic Dev. Fund	2,089,000	2,089,000
Affordable Housing	0	0
Housing Fund	2,931,478	2,931,478
Cemetery Fund	62,000	62,000
Utilities-Water Fund	8,706,088	8,706,088
Utilities-Sewer Fund	8,904,565	8,904,565
Utilities-Electric Fund	22,556,106	22,556,106
Utilities-Gas Fund	23,755,614	23,755,614
Utilities – Stormwater Fund	1,409,487	1,409,487
FY 2026-2027 Budget Total	$109,876,389	$109,946,389

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 3rd day of August A. D. 2026.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

RESOLUTION 52-2026

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY LOCATED AT TBD WEST SUMTER STREET, SHELBY, NC 28150

WHEREAS, City Council authorized the City Manager to enter into negotiations for the purchase of real property located on Sumter Street; and

WHEREAS, it is the City's intent to acquire said property for public purposes, to include, but not limited to, the use by the City of Shelby Park Department; and

WHEREAS, the property proposed for purchase is adjacent to property presently being used by the City Park Department and will ensure the continued enjoyment and use of the property for the benefit of the park system as well as the potential for expansion.

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

Section 1. The City Council of the City of Shelby hereby authorizes the City Manager in consultation with the City Attorney to enter into a purchase and sale agreement for the described property located at TBD West Sumter Street, Shelby, NC 28150 (Tax Parcel 20276) located in Deed Book 1922, Page 476 and further identified as Lot 9 in Plat Book 53 Page 34 of the Cleveland County Register of Deeds.

Section 2. The City Council of the City of Shelby further authorizes the City Manager, in consultation with the City Attorney, to proceed to closing on the purchase of the referenced property upon the adoption of an ordinance appropriating funding for said purpose.

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

Adopted and approved this the 3rd day of August, 2026.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
Clerk

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: C-6

6) Grant Acceptance and Budget Amendment for the Design and Bidding of the Taxiway Overlay, Widening, and Direct Access Project (Award ID 36244.23.16.3) at the Shelby-Cleveland County Regional Airport

    a. Adoption of Budget Ordinance Amendment for the City of Shelby's Airport Taxiway Rehabilitation Project: Ordinance No. 35-2026

    b. A resolution accepting and entering into an agreement with the North Carolina Department of Transportation to accept grant funding for the taxiway overlay, widening, and direct access project for Shelby-Cleveland County regional airport grant no. 36244.23.16.3: Resolution No. 53-2026

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

- Memorandum dated July 20, 2026, from Jack Poole, Airport Supervisor to Justin Merritt, City Manager
- Notification of Award
- Grant Agreement
- Resolution No. 101-2025
- Ordinance No. 68-2025
- Ordinance No. 35-2026
- Resolution No. 53-2026

City Manager's Recommendation / Comments

a. Ordinance No. 35-2026 is presented for City Council consideration via the Consent Agenda. The City has been awarded an NCDOT Division of Aviation grant in the amount of $173,700, for design of the Taxiway Overlay, Widening and Direct Access project. This grant requires a match of $19,300, which will be shared equally by Cleveland County. This budget ordinance amendment, if approved, will appropriate the grant funds and the required matching funds.

b. Resolution No. 53-2026 is presented for consideration by City Council via the Consent Agenda and specifically authorizes the City Manager to execute the grant agreement, which will formally accept the grant funds.

It is my recommendation that Ordinance No. 35-2026 and Resolution No. 53-2026 be adopted and approved at this time via the Consent Agenda.

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

Memorandum

To: **Justin Merritt, City Manager**

From: **Jack Poole, Airport Supervisor**

CC: **Ben Yarboro, Assistant City Manager**
Chris Costner, Director of Finance

RE: **Grant Acceptance and Budget Amendment for the Design and Bidding of the Taxiway Overlay, Widening, and Direct Access Project (Award ID 36244.23.16.3) at the Shelby-Cleveland County Regional Airport**

Date: **July 20, 2026**

Background

The Airport Taxiway Overlay, Widening, and Direct Access Project was originally designed as part of the 2017 Runway Overlay Project, but the taxiway portion was deleted from that construction contract due to bid prices and budget constraints. The Division of Aviation subsequently initiated a separate grant action in 2023 to update the design and rebid the taxiway project. Since the original design, Federal Aviation Administration (FAA) and State standards have changed. The redesign is expected to lower the overall construction costs while improving safety and compliance. The current engineer's opinion of probable cost for the full taxiway effort is approximately $4.2 million. This estimate includes construction, construction administration, and resident project representation.

In November 2025, the NCDOT Division of Aviation issued a Notice of Award allocating FAA State Block Grant – Airport Apportionment (APP) funds for Federal Fiscal Year 2025 for the Taxiway Overlay, Widening, and Direct Access Project at the Shelby-Cleveland County Regional Airport. The award provided $3,670,603 in APP construction funds with a required 5 percent local match of $193,190, for a total programmed amount of $3,869,793. These funds were to be used toward the construction of this project. Shelby City Council approved Resolution 101-2025 accepting the grant award and approved Ordinance 68-2025

establishing a Project Budget Ordinance for the Airport Taxiway Overlay, Widening, and Direct Access Project.

The Airport Taxiway Overlay, Widening, and Direct Access Project will correct several nonstandard taxiway geometry conditions that no longer meet current FAA Advisory Circular guidance, including direct access taxiways that connect apron areas directly to the runway and nonstandard fillet taper widenings. The project will construct two new, properly configured taxiway connectors to replace these direct accesses, improving runway-incursion prevention and providing more intuitive taxi routes for pilots. A nominal three-inch asphalt overlay will be placed over all taxiway surfaces, restoring pavement strength, improving ride quality, and extending pavement life. As part of the same effort, all taxiway markings, guidance signs, and edge lights will be replaced, and the runway edge lights will be renewed, bringing the airfield lighting and marking systems up to current standards and improving nighttime and low-visibility operations.

From a funding perspective, this grant will fund the Design/Bid portion of the Airport Taxiway Overlay, Widening, and Direct Process Project. This grant makes the project completely funded with State and Federal Grants less the local match. The local share has historically been split equally between the City of Shelby and Cleveland County for major airport capital projects, reflecting the shared benefits of the regional facility.

The project schedule will be structured to comfortably meet the 2-year final-billing deadline. With design updates substantially complete, City staff anticipates completing the design and receiving state approval in late fall, finalizing bid documents and receiving competitive bids early winter then commencing construction around March of 2027, and completing the work with adequate time for punch-list, closeout, and reimbursement requests before the Division of Aviation deadline. Delivering this safety-driven project will modernize the airport's taxiway system, reduce long-term maintenance and operational risks, and help protect the airport's documented economic contribution to Shelby and Cleveland County.

Review

On March 16, 2026, the NCDOT Division of Aviation issued a Notice of Award allocating State Grant funds for Federal Fiscal Year 2026 for the Taxiway Overlay, Widening, and Direct Access at the Shelby-Cleveland County Regional Airport. The award provides $173,700 with a required 10 percent local match of $19,300, for a total programmed amount of $193,000. These funds are to be used for the design and bid for this project. A Grant Agreement for these funds must be executed and submitted within 120 days of the award letter. We now need to obtain Council approval to accept the funding and submit the grant agreement for this project. We will also need to amend the Project Budget Ordinance that was established in December 2025 to include these funds for the design and bid for this project.

Recommendation

City staff recommends that Shelby City Council formally accept the NCDOT Division of Aviation Notice of Award for the design and bid of the Taxiway Overlay, Widening, and Direct Access Project at the Shelby-Cleveland County Regional Airport, Award ID 36244.23.16.3, in the amount of $173,700 in State funds with a required $19,300 local match, and authorize the City Manager to sign and submit the Airport Taxiway Overlay, Widening, and Direct Access Grant Agreement and all related grant documents and amendments necessary to implement the project, provided they do not materially increase the City's local commitment beyond council-approved amounts. Staff further recommend that Shelby City Council approve a Project Budget Ordinance Amendment in the amount of $193,000 to allocate these funds to the Project Budget Ordinance established in December 2025 for the design and bid of the Airport Taxiway Overlay, Widening, and Direct Access Project.

Please let me know if additional information is needed.

Attachments:

- Notification of Award
- Grant Agreement
- Resolution 101-2025
- Ordinance 68-2025

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

03/16/2026

Mr. Rick Howell, Manager
City of Shelby
P.O. Box 207
Shelby, NC 28151

RE: NOTIFICATION OF AWARD

Dear Mr. Howell:

On behalf of N.C. Governor Josh Stein, Transportation Secretary Daniel H. Johnson, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been programmed for **Shelby-Cleveland County Regional Airport,** Project Request No. 4975 for state fiscal year (SFY) 2026 and were approved at the March 5, 2026 Board of Transportation meeting.

Any disbursement of funds described or contemplated herein is subject to appropriation by the N.C. General Assembly and appropriate approval or authorization from the N.C. Department of Transportation and/or Board of Transportation.

The specific work elements and funding allocation is noted below:

Award ID	Description	State Funds	Local Funds
36244.23.16.3	Taxiway Overlay Widening and Direct Access– (DES/BID)	$173,700	$19,300

Upon receipt of this award letter, the Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter.

After the project is completed and the final reimbursement request has been processed, the Division has the authority to rescind any remaining unused funds (with the exception of nonprimary entitlement and discretionary funds) for use toward other projects.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: ncdot.gov/aviation

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:
9C4D45D89779AC2...

Nick Short, P.E., P.L.S.
Director of Aviation

NAS/ah

cc: Jack Poole, Airport Supervisor, City of Shelby
Ben Yarboro, Engineering Services Director, City of Shelby
Jason B. Schronce, P.E., Deputy Director of Programs and Planning, NCDOT
Raj Kondapalli, P.E., Airport Project Manager, NCDOT

DIVISION OF AVIATION

GRANT AGREEMENT

STATE AID TO AIRPORTS
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CITY OF SHELBY

AIRPORT: **SHELBY-CLEVELAND COUNTY REGIONAL**

PROJECT NO: **36244.23.16.3**

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **CITY OF SHELBY**, the public agency owning the **SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **MARCH 16, 2028,** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the project's Request for Aid (RFA) Application are authorized.

W I T N E S S E T H

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties and public airport authorities of North Carolina for the purpose of planning, acquiring and improving municipal, county and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **JULY 15, 2026,** to the Division of Aviation ("Division") for State Aid funds for the **SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT**; and

WHEREAS, a grant in the amount of **$173,598** not to exceed **90 percent** of the final, eligible project costs of **$192,887** subject to the conditions and limitations herein; and

WHEREAS, the Agreement of State Aid funds will be used for the following approved project:

TAXIWAY OVERLAY WIDENING AND DIRECT ACCESS DESIGN/BID

WHEREAS, pursuant to NC GS 63-68 (2), the Division may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of G.S. § 143-59.2, "Certain vendors prohibited from contracting with State." G.S. § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization. This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or

(2) have performed under such a contract within the past year; or

(3) anticipate bidding on such a contract in the future.

3) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and the Sponsor's approval of the Agreement.

4) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

5) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook*.

APPENDIX A4.3.1
GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

APPENDIX A5.4.1
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

.

APPENDIX A5.4.2.
TITLE VI ASSURANCE CONTRACT CLAUSE

The Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.
2. **Nondiscrimination** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
3. **Solicitations** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination.
4. **Information and Reports** The Contractor shall provide all information and reports required by the FAA and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions.
5. **Sanctions for Noncompliance** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the FAA shall impose such contract sanctions as it or the Sponsor may determine to be appropriate.
6. **Incorporation of Provisions** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract and shall take such action with respect to any subcontract as the Sponsor or the FAA may direct as a means of enforcing such provisions.

APPENDIX A6.4.1
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

APPENDIX A6.4.2
TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.3
TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.4
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if Required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.

B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.

B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties. The Division will have express authority to participate in any meetings, audits, or inspections as deemed necessary.

B-8. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified

bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.

C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.

C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-4. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Division:

A. Payments from the Division to the Sponsor are made on an advance or a reimbursement basis.

B. If an advance payment is received, the Sponsor must pay all contractors/vendors within 3 business days of receipt of the Division's advance payment and provide proof of payment (payment verification).

C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over $1,000,000 or estimated claims with over $250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

RESOLUTION NO. 101– 2025

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF AVIATION FOR THE TAXIWAY REHABILITATION PROJECT AT THE SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT (AWARD ID 36237.16.19.1)

WHEREAS, the City of Shelby is the owner and operator of the Shelby-Cleveland County Regional Airport (KEHO); and,

WHEREAS, the City of Shelby is primarily responsible for maintaining the facilities of the airport to preserve the safety of flight operations at, from, and to the airport; and,

WHEREAS, on November 6, 2025, the North Carolina Department of Transportation (NCDOT) Division of Aviation issued a Notice of Award allocating FAA State Block Grant – Airport Apportionment (APP) funds for Federal Fiscal Year 2025 for the Taxiway Rehabilitation Project at the Shelby-Cleveland County Regional Airport, identified as Award ID 36237.16.19.1; and,

WHEREAS, the Notice of Award provides $3,670,603 in APP construction funds with a required 5 percent local match of $193,190, for a total programmed amount of $3,863,793, and specifies that all final billing must be completed by May 1, 2029, unless otherwise approved in writing by the Division of Aviation, with any unexpended funds at that time to be removed from the project; and,

WHEREAS, the Airport Taxiway Rehabilitation Project will correct nonstandard taxiway geometry, replace certain direct access taxiways with properly configured taxiway connectors, provide a nominal three-inch overlay of all taxiway surfaces and renew taxiway markings, guidance signs, edge lights, and runway lights, thereby improving safety, compliance with current FAA and state standards, and long-term reliability of the airport's airfield infrastructure; and,

WHEREAS, the Airport Taxiway Rehabilitation Project was originally designed as part of the 2017 Airport Runway Overlay Project, but was removed from that construction contract due to bid prices and budget constraints, and the Division of Aviation has since initiated a separate grant action to update the design and rebid the taxiway project; and,

WHEREAS, historically the local match for major airport capital projects has been shared equally between the City of Shelby and Cleveland County in recognition of the joint benefits derived from the regional facility; and,

WHEREAS, City staff recommend that City Council accept the grant award, establish a Project Budget Ordinance for the Airport Taxiway Rehabilitation Project, and authorize the City Manager to execute the necessary grant and project documents.

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

Section 1. The City Council of the City of Shelby hereby accepts the NCDOT Division of Aviation Notice of Award for the Taxiway Rehabilitation Project at the Shelby-Cleveland County Regional Airport, Award ID 36237.16.19.1, in the amount of $3,670,603 in APP funds with a required local match of $193,190.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Request for Aid (grant agreement) and all related grant documents, amendments, contracts, and change orders necessary to carry out the Taxiway Rehabilitation Project as described in the Notice of Award, provided such actions do not materially increase the City's local funding commitment beyond amounts appropriated by City Council.

Section 3. The City Council hereby authorizes the establishment of an Airport Taxiway Rehabilitation capital project and directs that a Project Budget Ordinance be established and brought forward for adoption to appropriate the APP funds and the local match, and to provide for all necessary expenditures related to the project.

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

Adopted and Approved this the 15th day of December, 2025.

O. Stanhope Anthony III
Mayor

ATTEST:

Carol Williams
City Clerk

ORDINANCE NO. 68-2025
AN ORDINANCE ESTABLISHING A CAPITAL PROJECT ORDINANCE AND BUDGET FOR THE CITY OF SHELBY'S AIRPORT TAXIWAY REHABILITATION PROJECT

WHEREAS, in accordance with applicable provisions of the North Carolina Budget and Fiscal Control Act the City of Shelby finds it advisable and necessary to establish a capital project ordinance and budget for the City of Shelby's Airport Taxiway Rehabilitation Project; and,

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

WHEREAS, G.S. 159-13.2 provides that a City may undertake projects such as the Airport Taxiway Rehabilitation project by way of a capital project ordinance providing the necessary balanced budget and funding for the life of the project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELBY, NORTH CAROLINA: The City of Shelby's Airport has received grants for the development and construction of parallel taxiway rehabilitation. The proceeds and disbursements of this grant are required to be appropriated.

Section 1. Appropriating Fund Balance:

Fund Balance Appropriated	11001000-39900	$ 96,595
Transfer to General Fund Cap Projects	110495-49111	$ 96,595

Section 2. The following revenues are available and amounts are hereby appropriated for the Airport Taxiway Rehabilitation Project:

Revenues:		
Cleveland County Grant Match	11105000-33500-APTWR	$ 96,595
State Grants	11105000-34501-APTWR	$3,670,603
Transfer from General Fund	11105000-39110-APTWR	$ 96,595
Appropriation:		
Engineering	111453-42004-APTWR	$ 193,000
Construction	111453-53000-APTWR	$3,670,793

Section 3. The provisions of this capital project ordinance shall be entered in the minutes of the Shelby City Council and copies filed with the City Manager as Budget Officer, the Finance Director, and the City Clerk for their direction and guidance in receiving revenues and expending the monies due thereunder.

Section 4. This ordinance shall become effective upon its adoption and approval.
Adopted and Approved this the 15th day of December, 2025.

O. Stanhope Anthony, III
Mayor

ATTEST:

Carol Williams

Carol Williams
City Clerk

APPROVED AS TO FORM:

Jason Lunsford
City Attorney

ORDINANCE No. 35-2026
BUDGET ORDINANCE AMENDMENT FOR THE CITY OF SHELBY'S AIRPORT TAXIWAY REHABILITATION 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 Airport Taxiway Rehabilitation 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. 68-2025, the City's Airport Taxiway Rehabilitation Project, is hereby amended as follows to provide for Budget Amendment No. 1 for said project:

Appropriating Fund Balance:

Fund Balance Appropriated	11001000-39900	$ 9,650
Transfer to General Fund Capital Projects	110495-49111	$ 9,650

The following revenues are available and appropriated amounts are hereby amended:

Airport Taxiway Rehabilitation Project

Cleveland County Grant Match	11105000-33500-APTWR	$ 9,650
State Grants	11105000-34501-APTWR	$ 173,500
Transfer From General Fund	11105000-39110-APTWR	$ 9,650

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

Airport Taxiway Rehabilitation Project

		Current Budget	Amendment No. 1
Revenues			
Cleveland County Grant Match	11105000-33500-APTWR	$ 96,595	$ 106,245
State Grants	11105000-34501-APTWR	$3,670,603	$3,844,103
Transfer From General Fund	11105000-39110-APTWR	$ 95,595	$ 106,245
Expenditures			
Engineering		$ 193,000	$ 386,000
Construction		$3,670,603	$3,670,793

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 3rd day of August, 2026.

O. Stanhope Anthony, III
Mayor

ATTEST:

Carol Williams
City Clerk

APPROVED AS TO FORM:

Jason Lunsford
City Attorney

RESOLUTION NO. 53 – 2026

A RESOLUTION ACCEPTING AND ENTERING INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO ACCEPT GRANT FUNDING FOR THE TAXIWAY OVERLAY, WIDENING, AND DIRECT ACCESS (DES/BID) FOR SHELBY-CLEVELAND COUNTY REGIONAL AIRPORT GRANT NO. 36244.23.16.3

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and,

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under provisions of the FAA Modernization and Reform Act of 2012; and,

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Aid to Airports Grant funds; and,

WHEREAS, the Sponsor has made a formal application dated July 15, 2026, to the Department for Airport Infrastructure Grant funds for the Shelby-Cleveland County Regional Airport; and,

WHEREAS, a grant in the amount of $173,598 not to exceed 90 percent of the federal share of the final, eligible project costs of $192,887 has been approved subject to the conditions and limitations herein; and,

WHEREAS, the Airport Infrastructure Grant funds will be used for the design and bid of the Taxiway Overlay, Widening, and Direct Access Project at the Shelby-Cleveland County Regional Airport.

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

Section 1. The Shelby City Council accepts and desires to enter into the agreement with the N.C. Department of Transportation to receive grant funds for in the amount of $173,598 for the Taxiway Overlay, Widening, and Direct Access Project at the Shelby-Cleveland County Regional Airport.

Section 2. Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Division, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

Section 3. The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Agreement.

Section 4. The Sponsor agrees to comply with the "Sponsor's Assurances" contained as part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

Section 5. The Sponsor agrees to adhere to the standards and procedures contained in the North Carolina Airports Program Guidance Handbook and the Federal Assurances and Certifications.

Section 6. The City Manager and City Clerk of the City of Shelby are hereby authorized and directed to execute this agreement as specified and attached to and hereby made a part of this resolution.

Section 7. The City Manager or his designee is hereby authorized to execute modifications, extensions, grant reimbursements, and other documents associated with this grant.

Section 8. This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 3rd day of August, 2026.

_____

O. Stanhope Anthony III
Mayor

ATTEST:

_____

Carol S. Williams
City Clerk

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: C-7

c. Management Reports:

a) Monthly Financial Summary – June 2026

Consent Agenda Item: (Justin Merritt, City Manager)

- Monthly Financial Report for June 2026

City Manager's Recommendation / Comments

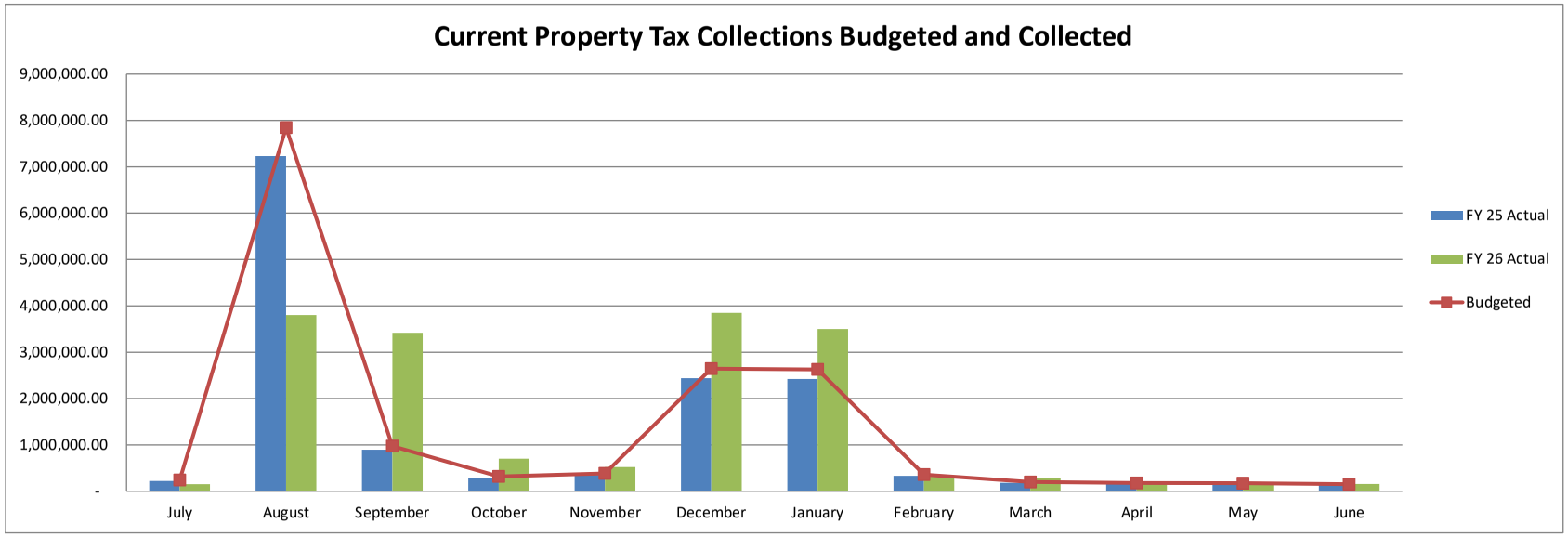
The above listed report is for City Council information and is placed on the agenda to ensure documentation that it was formally presented by management during a regular meeting.



Monthly Financial Summary
June 2026

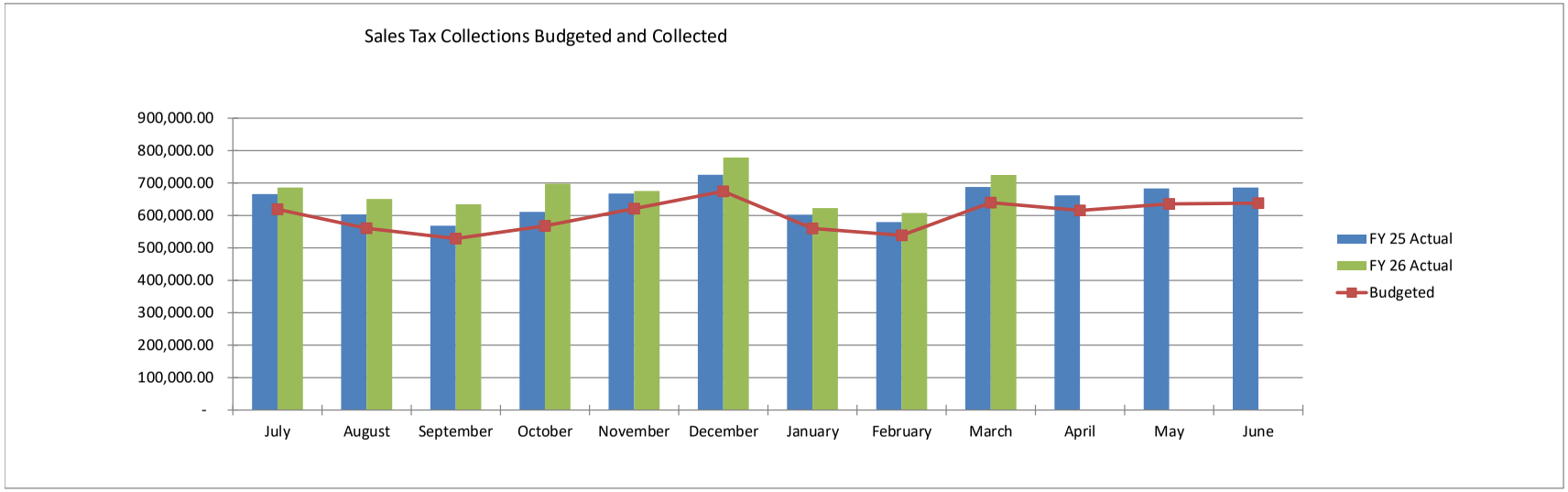
City of Shelby
Current Property Tax Collections
FY 2026
11001000-31001

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	242,321.20	7,844,377.99	973,670.18	318,832.09	383,712.22	2,644,966.98	2,626,745.61	361,330.43	199,019.67	178,213.51	173,829.76	152,980.37	16,100,000.00
FY 2025	223,311.75	7,229,007.66	897,288.38	293,820.57	353,611.03	2,437,476.44	2,420,684.49	332,985.03	183,407.11	164,233.14	160,193.28	140,979.47	14,836,998.35
FY 2026	152,288.11	3,802,653.19	3,421,249.27	702,307.40	522,736.39	3,849,442.56	3,502,297.13	318,121.75	293,639.63	165,190.78	155,506.94	157,055.75	17,042,488.90
% of Budget	0.95%	23.62%	21.25%	4.36%	3.25%	23.91%	21.75%	1.98%	1.82%	1.03%	0.97%	0.98%	105.85%
Variance	(90,033.09)	(4,041,724.80)	2,447,579.09	383,475.31	139,024.17	1,204,475.58	875,551.52	(43,208.68)	94,619.96	(13,022.73)	(18,322.82)	4,075.38	942,488.90



City of Shelby
Sales Tax Collections
FY 2026
GL #11001000-32101

	July (Oct)	August (Nov)	September (Dec)	October (Jan)	November (Feb)	December (Mar)	January (Apr)	February (May)	March (June)	April (July)	May (August)	June (September)	Totals
Budget	619,252.11	560,825.89	528,780.78	567,941.02	621,072.38	674,618.19	559,917.99	538,807.06	639,635.64	615,457.12	635,525.75	638,166.08	7,200,000.00
FY 2025	666,057.91	603,215.58	568,748.36	610,868.50	668,015.76	725,608.80	602,239.06	579,532.47	687,982.12	661,976.08	683,561.58	686,401.48	7,744,207.70
FY 2026	686,327.50	650,790.30	634,512.15	698,259.56	675,822.06	778,604.53	623,104.36	607,524.38	725,126.01				6,080,070.85
% of Budget	9.53%	9.04%	8.81%	9.70%	9.39%	10.81%	8.65%	8.44%	10.07%	0.00%	0.00%	0.00%	84.45%
Variance	67,075.39	89,964.41	105,731.37	130,318.54	54,749.68	103,986.34	63,186.37	68,717.32	85,490.37	(615,457.12)	(635,525.75)	(638,166.08)	(1,119,929.15)



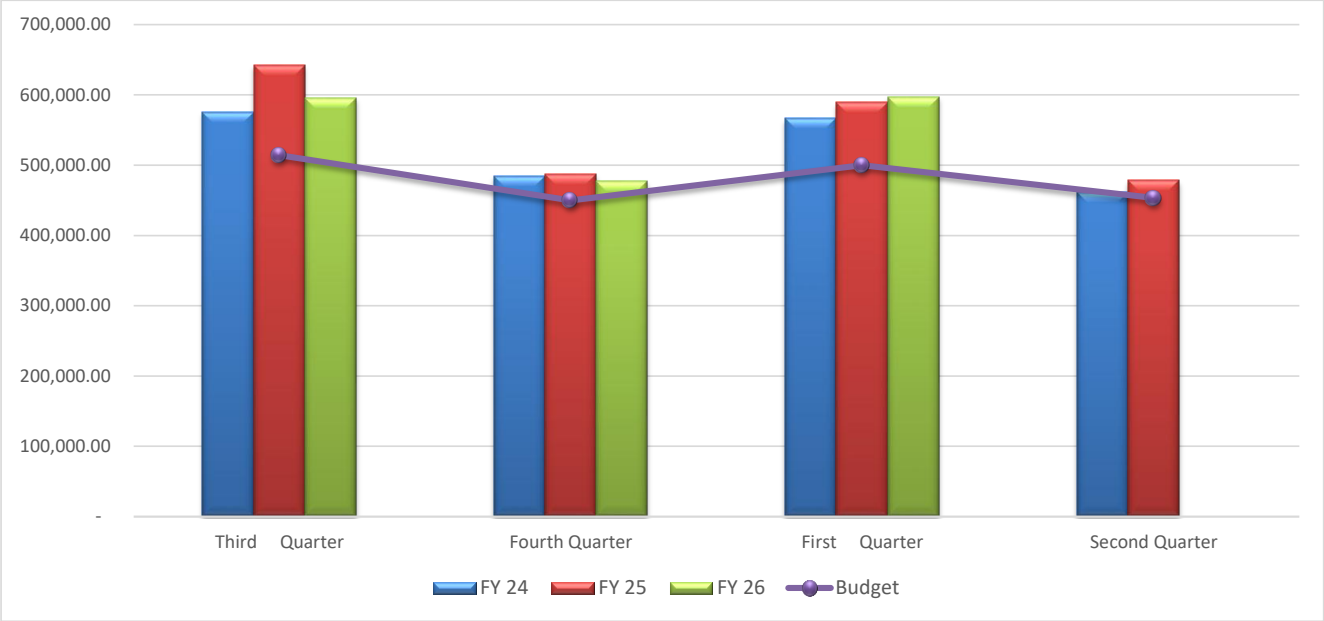
Notes:

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

Sales Tax Distribution Method: A link to a description of the individual articles of Sales Tax is embedded here: http://www.dor.state.nc.us/publications/salesdistribution_articles.pdf

City of Shelby
Utility Sales Tax Distribution (Formerly Utility Franchise Tax)
Last Three Years
GL #11001000-33101

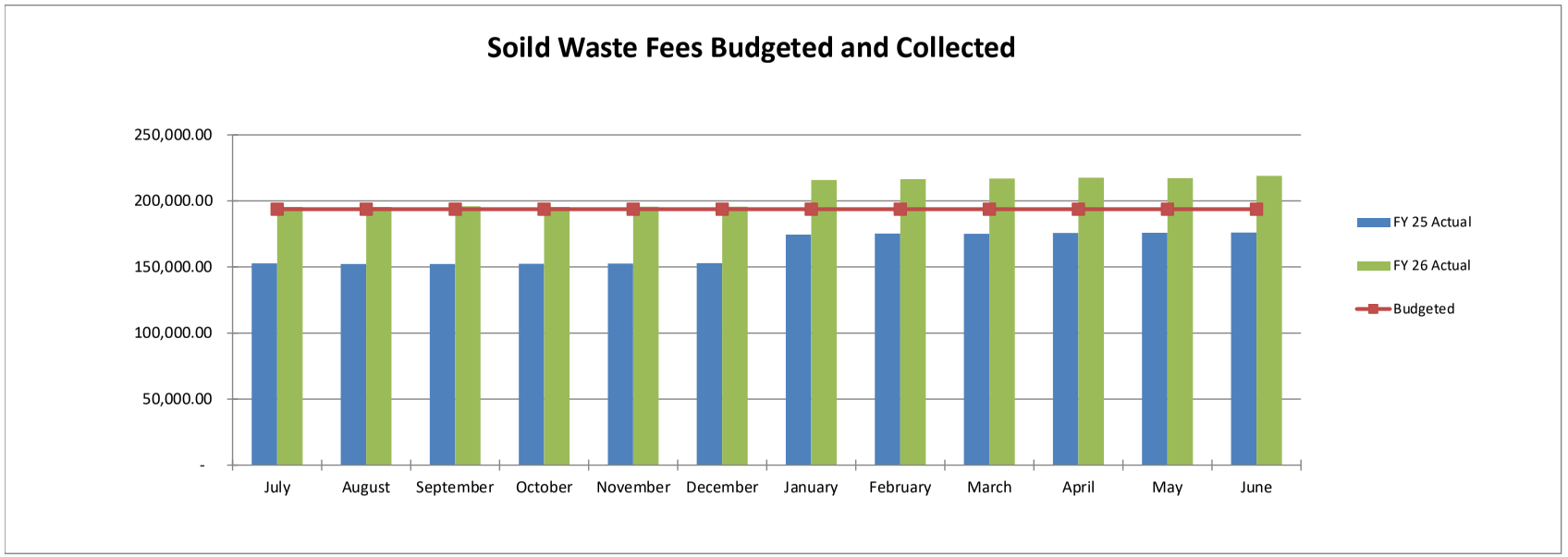
	Third Quarter	Fourth Quarter	First Quarter	Second Quarter	Totals
Collection Period:	(July-Sept.)	(Oct.-Dec.)	(Jan.-Mar.)	(Apr.-June)	
Received in:	December	March	June	September	
FY 24	575,545.63	484,885.74	566,199.32	461,664.29	2,088,294.98
FY 25	642,248.85	487,409.61	588,889.85	478,128.64	2,196,676.95
FY 26	595,464.33	477,178.67	597,032.30		1,669,675.30
Budget	514,196.77	449,892.13	499,995.14	453,354.97	1,917,439.00
% of Budget	31.06%	24.89%	31.14%	0.00%	87.08%



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

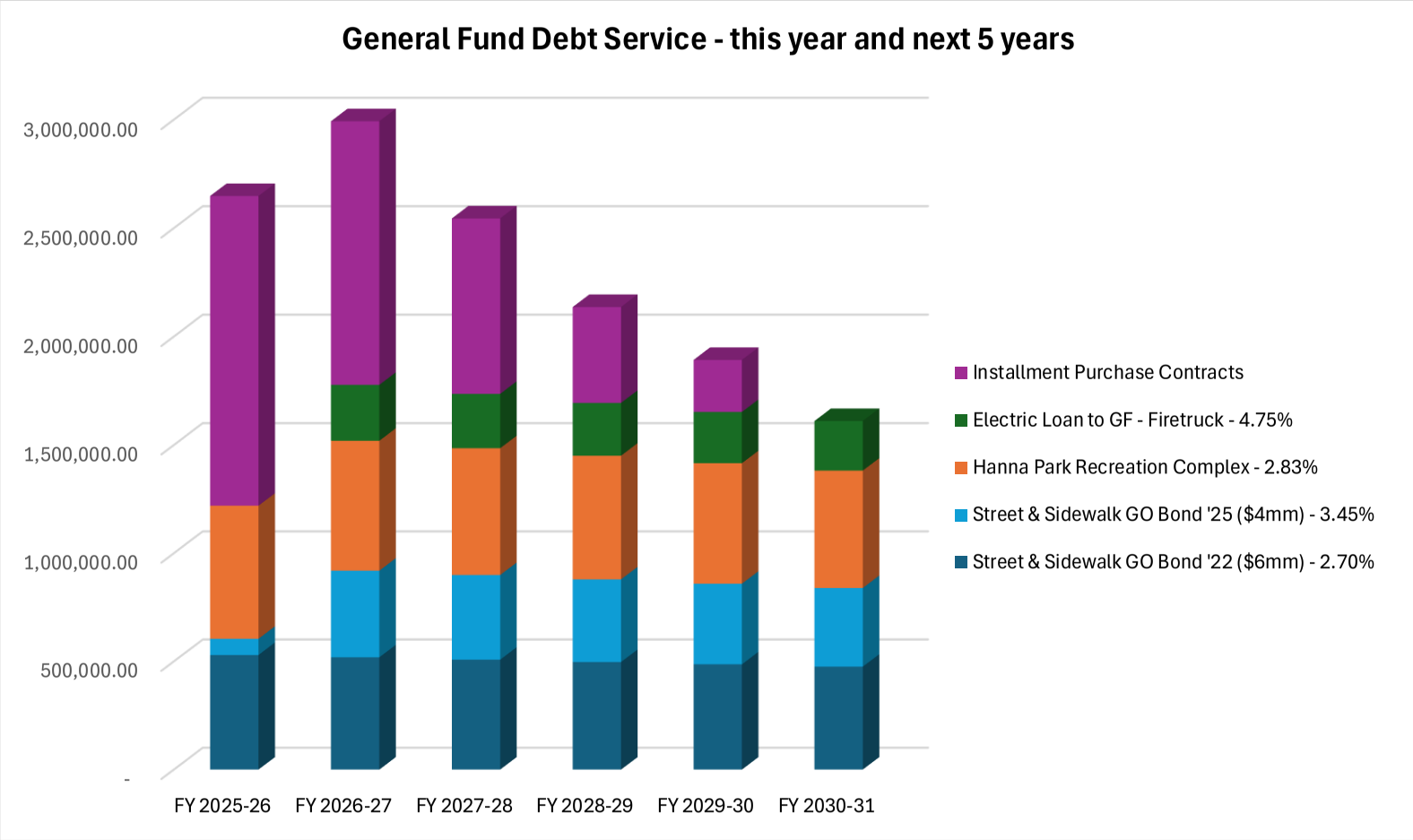
City of Shelby
Solid Waste Fees
FY 2026
GL #11007000-36101

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	193,750.00	2,325,000.00
FY 2025	152,721.44	152,242.65	152,213.17	152,415.46	152,523.81	152,835.98	174,434.73	175,218.54	175,205.29	175,837.60	175,989.60	176,035.92	1,967,674.19
FY 2026	195,522.25	195,548.47	195,931.48	195,553.05	195,622.92	195,715.00	215,804.84	216,451.42	217,002.98	217,515.72	217,306.66	219,031.06	2,477,005.85
% of Budget	8.41%	8.41%	8.43%	8.41%	8.41%	8.42%	9.28%	9.31%	9.33%	9.36%	9.35%	9.42%	106.54%
Variance	1,772.25	1,798.47	2,181.48	1,803.05	1,872.92	1,965.00	22,054.84	22,701.42	23,252.98	23,765.72	23,556.66	25,281.06	152,005.85
Res. Accts:	8,057	8,054	8,078	8,052	8,049	8,059	8,066	8,088	8,121	8,141	8,137		
Comm. Accts:	694	695	689	699	701	698	703	701	697	693	692		



DEBT SERVICE - GENERAL FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
General Obligation Bonds						
Street & Sidewalk GO Bond '22 ($6mm) - 2.70%						
Principal	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00
2.70% Interest	129,600.00	118,800.00	108,000.00	97,200.00	86,400.00	75,600.00
Debt Retired in 2037	529,600.00	518,800.00	508,000.00	497,200.00	486,400.00	475,600.00
Street & Sidewalk GO Bond '25 ($4mm) - 3.45%						
Principal		267,000.00	267,000.00	267,000.00	267,000.00	267,000.00
3.45% Interest	74,750.00	133,394.25	124,182.75	114,971.25	105,759.75	96,548.25
Debt Retired in 2041	74,750.00	400,394.25	391,182.75	381,971.25	372,759.75	363,548.25
TOTAL GO BONDS	604,350.00	919,194.25	899,182.75	879,171.25	859,159.75	839,148.25
Installment Purchase Contracts						
Hanna Park Recreation Complex - 2.83%	615,024.66	600,497.33	585,970.00	571,442.66	556,915.33	542,388.00
2.83% Debt Retired in 2032						
Electric Loan to GF - Firetruck - 4.75%						
4.75% Debt Retired in 15 years		257,871.10	250,718.48	243,565.85	236,413.22	229,260.59
FY 21 Installment Purchase	127,738.36		-	-		
Debt Retired in 2026						
FY 22 Installment Purchase	313,080.27	313,080.27		-		
Debt Retired in 2027						
FY 23 Installment Purchase - Radios	274,873.35	274,873.35	274,873.35			
Debt Retired in 2028						
FY 23 Installment Purchase	270,763.83	185,002.09	91,725.01			
Debt Retired in 2028						

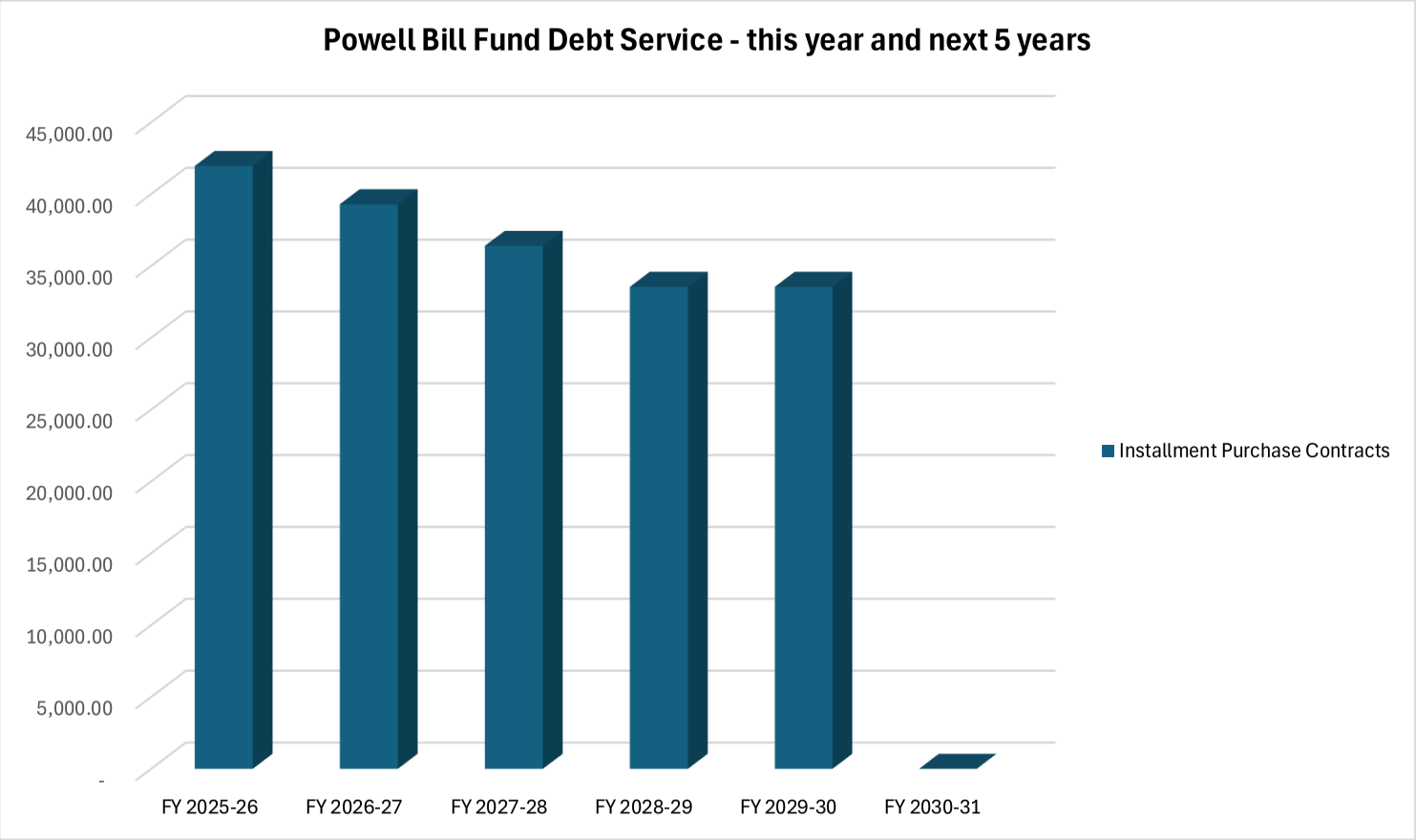
DEBT SERVICE - GENERAL FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
FY 24 Installment Purchase	202,319.05	202,319.05	202,319.05	202,319.05		
Debt Retired in 2029						
FY 25 Installment Purchase	239,824.82	239,824.82	239,824.83	239,824.82	239,824.83	
Debt Retired in 2030						
subtotal Installment	1,428,599.68	1,215,099.58	808,742.24	442,143.87	239,824.83	
Total Debt Service - General Fund	2,647,974.34	2,992,662.26	2,544,613.46	2,136,323.62	1,892,313.13	1,610,796.84



City of Shelby
YTD Budget Report
For 6/30/2026 100.00% of Fiscal Year)

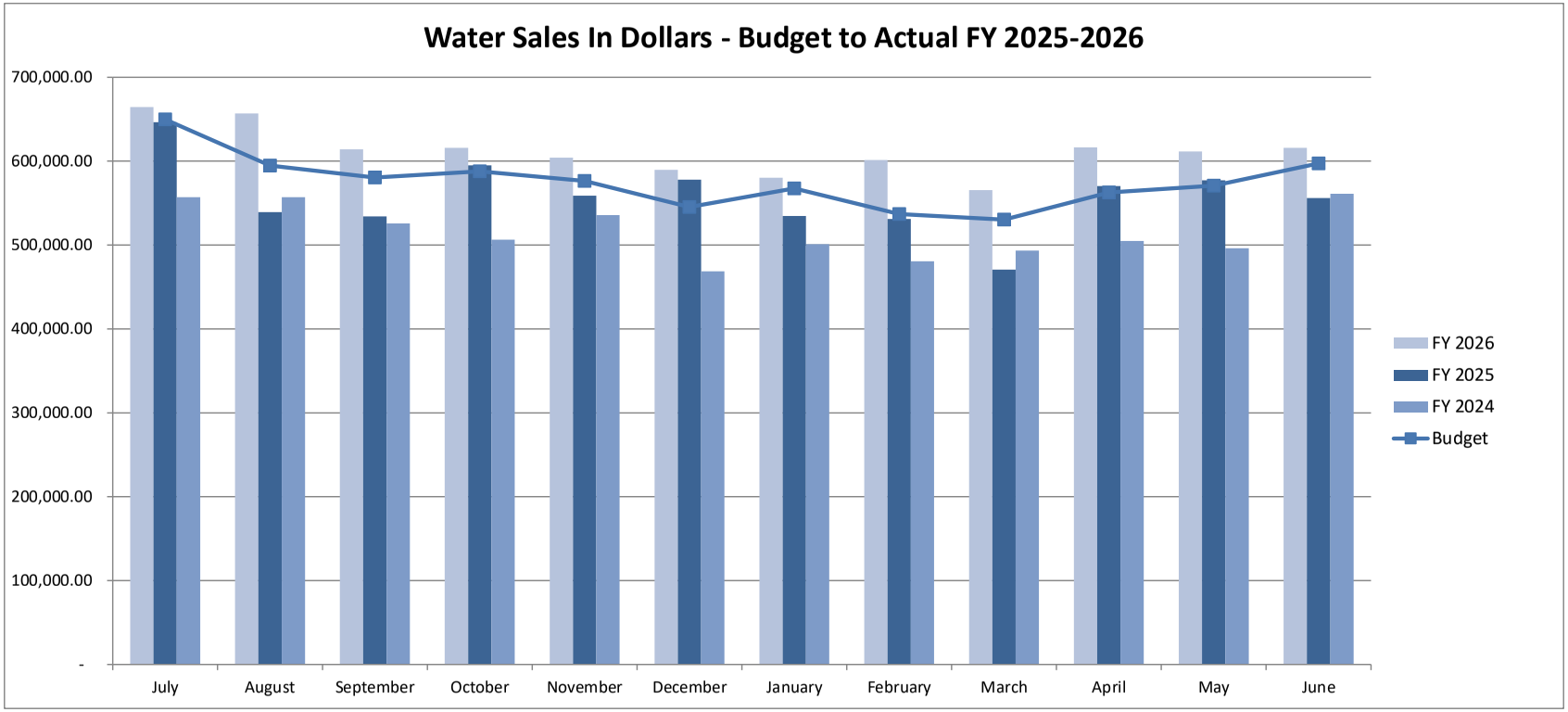
ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
Total 110411 GOVERNING BOARD	107,539	107,539	80,741.22	0.00	26,798	75.10 %
Total 110412 ADMINISTRATION	1,104,304	1,120,321	846,751.44	15,765.00	257,805	77.00 %
Total 110413 FINANCE	979,401	979,401	817,898.67	0.00	161,502	83.50 %
Total 110414 PURCHASING	85,461	92,461	84,501.27	1,291.36	6,668	92.80 %
Total 110416 HUMAN RESOURCES	484,007	484,007	413,872.60	3,087.00	67,047	86.10 %
Total 110419 CUSTOMER SERVICE	28,381	28,381	-91,128.61	12,479.70	107,030	100.00 %
Total 110420 INFORMATION SERVICES	868,372	857,572	707,666.80	55,426.06	94,479	89.00 %
Total 110421 METER SERVICE	3	3	-20,342.20	3,256.71	17,088	100.00 %
Total 110425 GARAGE	842,940	1,007,078	906,155.95	0.00	100,922	90.00 %
Total 110427 CITY HALL	143,400	143,400	103,845.29	0.00	39,555	72.40 %
Total 110428 CITY HALL ANNEX	94,400	94,400	49,086.64	0.00	45,313	52.00 %
Total 110431 POLICE	9,752,628	10,579,088	10,059,729.16	143,157.08	376,202	96.40 %
Total 110433 COMMUNICATION	1,007,565	1,009,420	860,518.13	1,299.99	147,602	85.40 %
Total 110434 FIRE	6,260,790	6,910,057	6,764,124.45	6,887.10	139,046	98.00 %
Total 110435 BUILDING INSPECTIONS	619,995	618,143	491,316.20	23,800.00	103,027	83.30 %
Total 110451 STREETS	1,577,625	1,585,425	1,438,646.33	3,683.23	143,095	91.00 %
Total 110453 AIRPORT	749,585	913,585	851,454.71	2,884.31	59,246	93.50 %
Total 110471 SOLID WASTE	2,434,500	2,442,705	2,288,270.74	11,610.00	142,825	94.20 %
Total 110491 GIS	92,876	100,552	50,864.85	228.71	49,458	50.80 %
Total 110493 PLANNING SERVICES	943,868	962,548	759,759.12	36,620.00	166,169	82.70 %
Total 110495 SPECIAL APPROPRIATIONS	3,611,500	8,534,384	8,060,051.31	0.00	474,333	94.40 %
Total 110612 PARKS & RECREATION	1,831,665	1,830,562	1,693,183.10	14,874.77	122,504	93.30 %
Total 110613 MAINTENANCE GROUNDS &	1,864,895	1,876,798	1,703,836.72	26,723.84	146,237	92.20 %
Total 110 GENERAL FUND	35,485,700	42,277,830	38,920,803.89	363,074.86	2,993,952	92.90 %

DEBT SERVICE - POWELL BILL FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Installment Purchase Contracts						
FY 23 Installment Purchase						
Debt Retired in 2028	8,412.74	5,748.09	2,849.93			
FY 25 Installment Purchase						
Debt Retired in 2030	33,541.34	33,541.34	33,541.33	33,541.34	33,541.34	
Total Debt Service - Powell Bill Fund	41,954.08	39,289.43	36,391.26	33,541.34	33,541.34	-



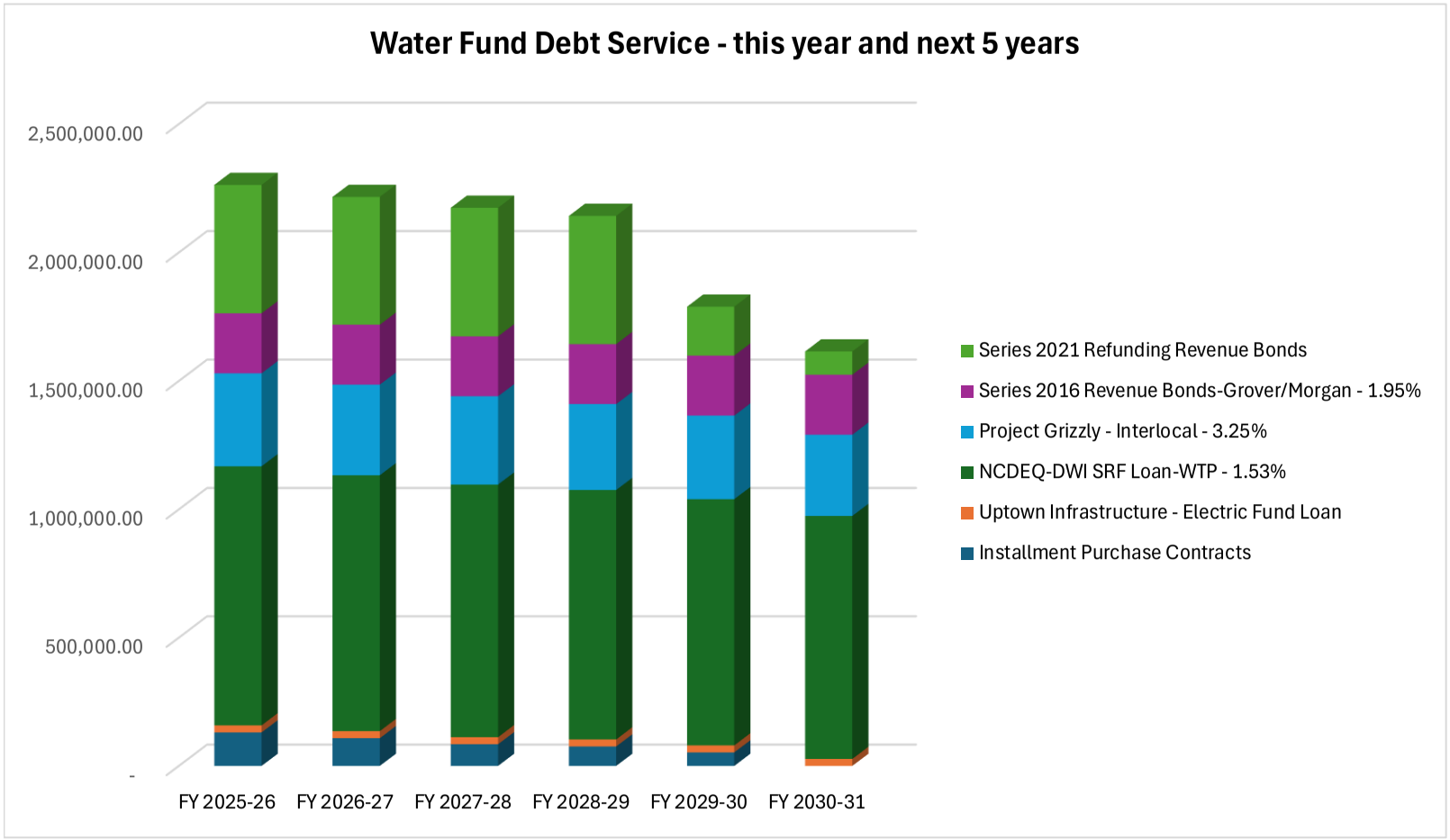
City of Shelby
Water Revenue Budget to Actual
FY 2026

	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY 2026 Budget													
Inside Water													
Useage	155,504	132,362	127,741	133,188	128,740	122,238	128,933	119,174	117,121	127,375	130,371	139,111	1,561,857
Dollars	582,711.74	525,053.53	513,424.54	523,159.70	514,064.98	490,601.23	506,823.26	482,480.55	477,291.36	503,300.15	513,057.99	537,071.94	6,169,040.97
Outside Water													
Useage	15,047	15,861	14,983	14,447	13,731	11,585	13,104	11,479	11,032	12,931	12,465	13,051	159,717
Dollars	67,078.47	69,616.99	66,986.17	64,677.62	62,428.34	54,860.73	60,588.61	54,439.17	53,000.14	59,295.10	57,855.68	60,132.02	730,959.03
Totals													
Useage	170,551	148,223	142,724	147,636	142,471	133,823	142,036	130,653	128,153	140,306	142,835	152,162	1,721,574
Dollars	649,790.21	594,670.52	580,410.71	587,837.32	576,493.32	545,461.96	567,411.87	536,919.72	530,291.50	562,595.25	570,913.67	597,203.96	6,900,000.00
FY 2026 Actual													
Inside Water													
Useage	154,108	140,952	125,487	126,181	124,246	123,852	117,545	125,927	112,354	136,100	129,131	127,225	1,543,108
Dollars	599,890	592,290	542,402	552,164	544,290	537,734	522,872	542,672	508,169	553,854	544,101	542,028	6,582,465.93
Outside Water													
Useage	14,217	14,466	16,420	14,056	12,973	10,568	12,378	12,862	12,302	13,822	15,407	17,412	166,883
Dollars	64,527	64,574	71,643	63,792	59,823	51,860	57,408	58,747	57,282	62,629	67,504	73,878	753,668
Totals													
Useage	168,325	155,418	141,907	140,237	137,219	134,420	129,923	138,789	124,656	149,922	144,538	144,637	1,709,991
Dollars	664,417	656,865	614,045	615,956	604,113	589,593	580,281	601,419	565,451	616,483	611,606	615,906	7,336,133.97
Variance													
Inside Water													
Useage	(1,396)	8,590	(2,254)	(7,007)	(4,494)	1,614	(11,388)	6,753	(4,767)	8,725	(1,240)	(11,886)	(18,749)
Dollars	17,178.13	67,236.72	28,977.25	29,004.24	30,224.83	47,132.49	16,049.20	60,191.05	30,877.40	50,554.06	31,043.35	4,956.24	413,424.96
Outside Water													
Useage	(830)	(1,395)	1,437	(391)	(758)	(1,017)	(726)	1,383	1,270	891	2,942	4,361	7,166
Dollars	(2,551.45)	(5,042.59)	4,656.96	(885.33)	(2,605.34)	(3,001.16)	(3,180.43)	4,308.22	4,282.13	3,333.61	9,648.62	13,745.76	22,709
Totals													
Useage	(2,226)	7,195	(817)	(7,399)	(5,252)	597	(12,113)	8,136	(3,497)	9,616	1,703	(7,525)	(11,583)
Dollars	14,626.68	62,194.13	33,634.21	28,118.91	27,619.49	44,131.33	12,868.77	64,499.27	35,159.53	53,887.67	40,691.97	18,702.00	436,133.97


Water Sales In Dollars - Budget to Actual FY 2025-2026
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
-
July
August
September
October
November
December
January
February
March
April
May
June
FY 2026
FY 2025
FY 2024
Budget

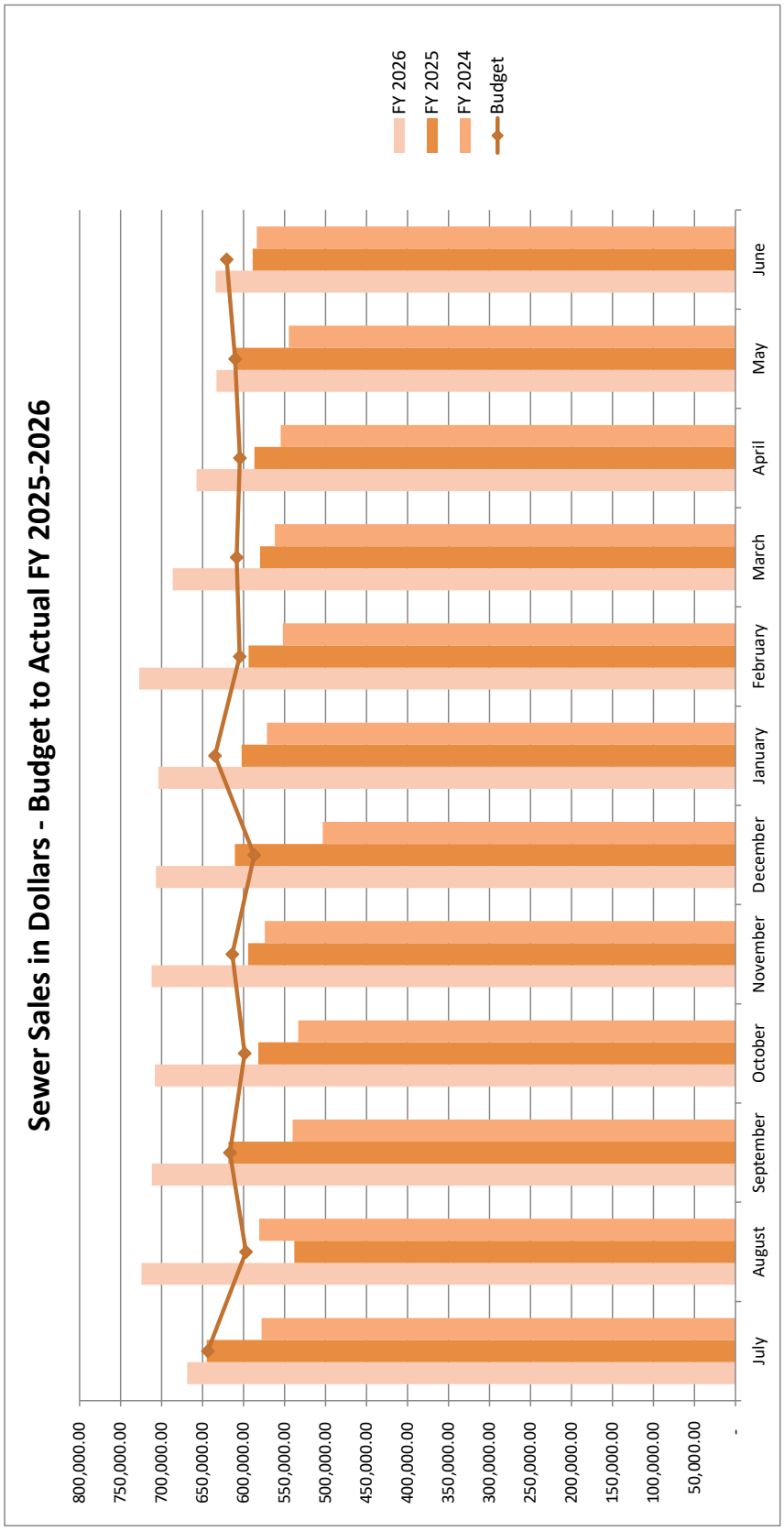
DEBT SERVICE - WATER FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Revenue Bonds						
Series 2021 Refunding Revenue Bonds						
Principal	470,516.88	474,598.56	484,259.94	490,006.96	187,000.00	90,000.00
Interest	29,097.59	22,504.52	15,822.83	9,024.53	3,220.00	630.00
Debt Retired in 2031	499,614.47	497,103.08	500,082.77	499,031.49	190,220.00	90,630.00
Series 2016 Revenue Bonds-Grover/Morgan - 1.95%						
Principal	206,744.67	210,795.85	214,836.41	219,137.91	223,431.93	229,985.76
1.95% Interest	26,655.33	22,604.15	18,473.59	14,262.09	9,968.07	3,368.76
Debt Retired in 2032	233,400.00	233,400.00	233,310.00	233,400.00	233,400.00	233,354.52
NCDEQ-DWI SRF Loan-WTP - 1.53%	*Water Treatment Plant*					
Principal	821,392.50	821,392.50	821,392.50	821,392.50	821,392.50	821,392.50
1.53% Interest	188,509.58	175,942.28	163,374.96	150,807.66	138,240.36	125,673.06
Debt Retired in 2040	1,009,902.08	997,334.78	984,767.46	972,200.16	959,632.86	947,065.56
Project Grizzly - Interlocal - 3.25%						
Principal	298,570.05	298,570.05	298,570.05	298,570.05	298,570.05	298,570.05
3.25% Interest	63,396.35	54,339.73	45,283.11	36,226.49	27,169.86	18,113.24
Debt Retired in 2032	361,966.40	352,909.78	343,853.16	334,796.54	325,739.92	316,683.29

Installment Purchase Contracts						
Uptown Infrastructure - Electric Fund Loan	27,250.00	27,250.00	27,250.00	27,250.00	27,250.00	27,250.00
Debt Retired in 2038						
FY 21 Installment Purchase	14,366.13	-	-	-	-	
Debt Retired in 2026						
FY 22 Installment Purchase	14,628.58	14,628.58	-	-	-	
Debt Retired in 2027						
FY 23 Installment Purchase	25,870.40	17,676.21	8,763.96	-	-	
Debt Retired in 2028						
FY 24 Installment Purchase	23,217.59	23,217.59	23,217.59	23,217.59		
Debt Retired in 2029						
FY 25 Installment Purchase	52,771.71	52,771.71	52,771.71	52,771.71	52,771.70	
Debt Retired in 2030						
Total Installment Debt	130,854.41	108,294.09	84,753.26	75,989.30	52,771.70	-
Total Debt Service - Water Fund	2,262,987.36	2,216,291.73	2,174,016.65	2,142,667.49	1,789,014.48	1,614,983.37


Water Fund Debt Service - this year and next 5 years
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
-
FY 2025-26
FY 2026-27
FY 2027-28
FY 2028-29
FY 2029-30
FY 2030-31
Series 2021 Refunding Revenue Bonds
Series 2016 Revenue Bonds-Grover/Morgan - 1.95%
Project Grizzly - Interlocal - 3.25%
NCDEQ-DWI SRF Loan-WTP - 1.53%
Uptown Infrastructure - Electric Fund Loan
Installment Purchase Contracts

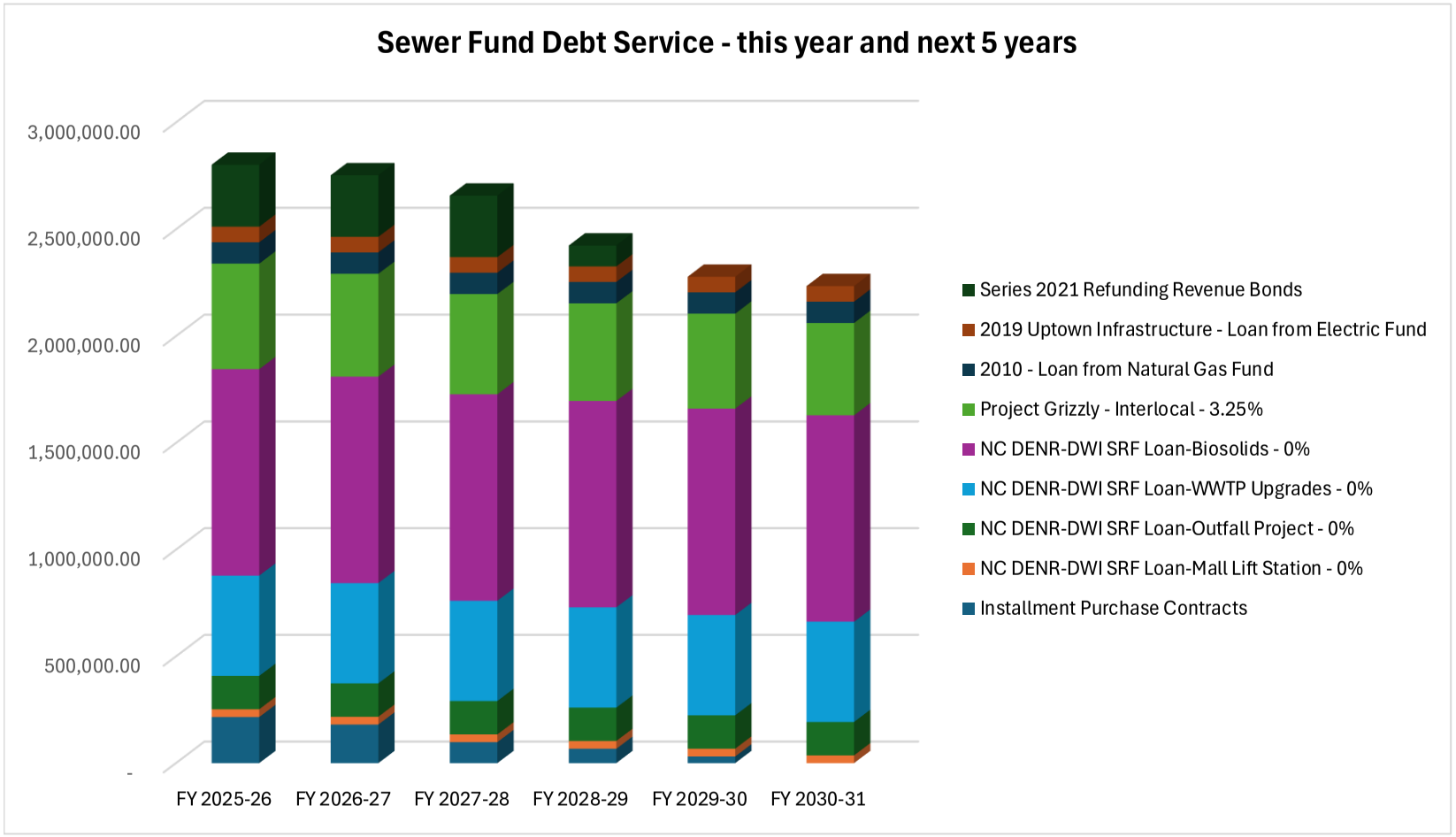
City of Shelby
Sewer Revenue Budget to Actual
FY 2026

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
FY 2026 Budget													
Inside Sewer													
Useage	82,099	71,789	53,846	68,610	73,400	69,082	77,328	71,229	72,561	71,191	73,569	76,205	860,908
Dollars	593,769.71	547,593.00	556,071.45	538,992.61	557,906.50	532,246.83	574,276.02	546,913.59	550,071.44	549,528.04	556,474.30	567,441.85	6,671,285.34
Outside Sewer													
Useage	3,294	3,240	4,574	4,503	4,001	3,914	4,656	4,290	4,339	3,875	3,781	3,682	48,149
Dollars	49,969.93	49,533.19	60,465.20	59,642.87	55,712.89	54,750.36	60,732.92	57,749.24	58,372.02	54,825.27	53,865.61	53,095.14	668,714.66
Totals													
Useage	85,393	75,029	58,420	73,113	77,401	72,996	81,983	75,519	76,900	75,066	77,350	79,887	909,057
Dollars	643,739.64	597,126.19	616,536.65	598,635.48	613,619.39	586,997.20	635,008.93	604,662.83	608,443.46	604,353.32	610,339.91	620,536.99	7,340,000.00
FY 2026 Actual													
Inside Sewer													
Useage	82,171	103,425	93,355	96,127	96,948	99,362	97,353	106,786	93,665	76,364	71,139	71,259	1,087,954
Dollars	619,030	674,791	649,087	646,556	650,096	650,416	651,805	676,034	633,287	601,923	579,612	585,576	7,618,211.35
Outside Sewer													
Useage	3,090	3,095	4,719	4,546	2,595	3,880	3,368	3,208	3,461	3,742	3,460	2,884	42,048
Dollars	49,742	49,740	62,677	61,551	62,120	56,328	52,077	51,303	53,281	55,514	53,539	48,588	656,461.93
Totals													
Useage	85,261	106,520	98,074	100,673	99,543	103,242	100,721	109,994	97,126	80,106	74,599	74,143	1,130,002
Dollars	668,772.04	724,530.47	711,764.58	708,107.23	712,216.25	706,743.36	703,882.24	727,336.75	686,568.45	657,437.19	633,150.96	634,163.76	8,274,673.28
Variance													
Inside Sewer													
Useage	72	31,636	39,509	27,517	23,548	30,280	20,025	35,557	21,104	5,173	(2,430)	(4,946)	227,046.00
Dollars	25,259.84	127,197.97	93,015.77	107,563.13	92,189.49	118,168.67	77,528.92	129,120.20	83,215.89	52,394.74	23,137.35	18,134.04	946,926.01
Outside Sewer													
Useage	(204)	(145)	145	43	(1,406)	(34)	(1,288)	(1,082)	(878)	(133)	(321)	(798)	(6,101.33)
Dollars	(227.44)	206.31	2,212.16	1,908.62	6,407.37	1,577.50	(8,655.62)	(6,446.28)	(5,090.90)	689.14	(326.30)	(4,507.27)	(12,252.73)
Totals													
Useage	(132)	31,491	39,654	27,560	22,142	30,246	18,738	34,475	20,226	5,040	(2,751)	(5,744)	220,944.67
Dollars	25,032.40	127,404.28	95,227.93	109,471.75	98,596.86	119,746.16	68,873.31	122,673.92	78,124.99	53,083.87	22,811.05	13,626.77	934,673.28


Sewer Sales in Dollars - Budget to Actual FY 2025-2026
FY 2026
FY 2025
FY 2024
Budget
800,000.00
750,000.00
700,000.00
650,000.00
600,000.00
550,000.00
500,000.00
450,000.00
400,000.00
350,000.00
300,000.00
250,000.00
200,000.00
150,000.00
100,000.00
50,000.00
-
July
August
September
October
November
December
January
February
March
April
May
June

DEBT SERVICE - SEWER FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Revenue Bonds						
Series 2021 Refunding Revenue Bonds						
Principal	277,664.01	279,862.62	283,510.18	96,815.67		
Interest	12,157.65	8,263.12	4,332.28	1,017.03		
Debt Retired in 2031	289,821.66	288,125.74	287,842.46	97,832.70	-	
NC DENR-DWI SRF Loan-Mall Lift Station - 0%	36,300.10	36,300.10	36,300.10	36,300.10	36,300.10	36,300.10
0% Debt Retired in 2034						
NC DENR-DWI SRF Loan-Outfall Project - 0%	156,521.90	156,521.90	156,521.90	156,521.90	156,521.90	156,521.90
0% Debt Retired in 2035						
NC DENR-DWI SRF Loan-WWTP Upgrades - 0%	469,832.90	469,832.90	469,832.90	469,832.90	469,832.90	469,832.90
0% Debt Retired in 2036						
NC DENR-DWI SRF Loan-Biosolids - 0%	967,046.85	967,046.85	967,046.85	967,046.85	967,046.85	967,046.85
0% Debt Retired in 2041						
Project Grizzly - Interlocal - 3.25%						
Principal	407,155.35	407,155.35	407,155.35	407,155.35	407,155.35	407,155.35
3.25% Interest	86,452.62	74,102.25	61,751.87	49,401.50	37,051.12	24,700.75
Debt Retired in 2032	493,607.97	481,257.59	468,907.22	456,556.84	444,206.47	431,856.10

DEBT SERVICE - SEWER FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Installment Purchase Contracts						
2010 - Loan from Natural Gas Fund	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
0% **Debt Retired in 2033**						
2019 Uptown Infrastructure - Loan from Electric	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00	72,750.00
0% **Debt Retired in 2038**						
FY 21 Installment Purchase	6,172.52		-	-		
Debt Retired in 2026						
FY 22 Installment Purchase	50,913.19	50,913.19		-		
Debt Retired in 2027						
FY 23 Installment Purchase	91,762.10	62,697.37	31,085.68			
Debt Retired in 2028						
FY 24 Installment Purchase	35,939.56	35,939.56	35,939.56	35,939.56		
Debt Retired in 2029						
FY 25 Installment Purchase	31,305.25	31305.25	31305.25	31305.25	31,305.25	
Debt Retired in 2030						
Total Installment Debt	216,092.62	180,855.37	98,330.49	67,244.81	31,305.25	
Total Debt Service - Sewer Fund	2,801,974.00	2,752,690.45	2,657,531.92	2,424,086.10	2,277,963.47	2,234,307.85


Sewer Fund Debt Service - this year and next 5 years
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
-
FY 2025-26
FY 2026-27
FY 2027-28
FY 2028-29
FY 2029-30
FY 2030-31
Series 2021 Refunding Revenue Bonds
2019 Uptown Infrastructure - Loan from Electric Fund
2010 - Loan from Natural Gas Fund
Project Grizzly - Interlocal - 3.25%
NC DENR-DWI SRF Loan-Biosolids - 0%
NC DENR-DWI SRF Loan-WWTP Upgrades - 0%
NC DENR-DWI SRF Loan-Outfall Project - 0%
NC DENR-DWI SRF Loan-Mall Lift Station - 0%
Installment Purchase Contracts

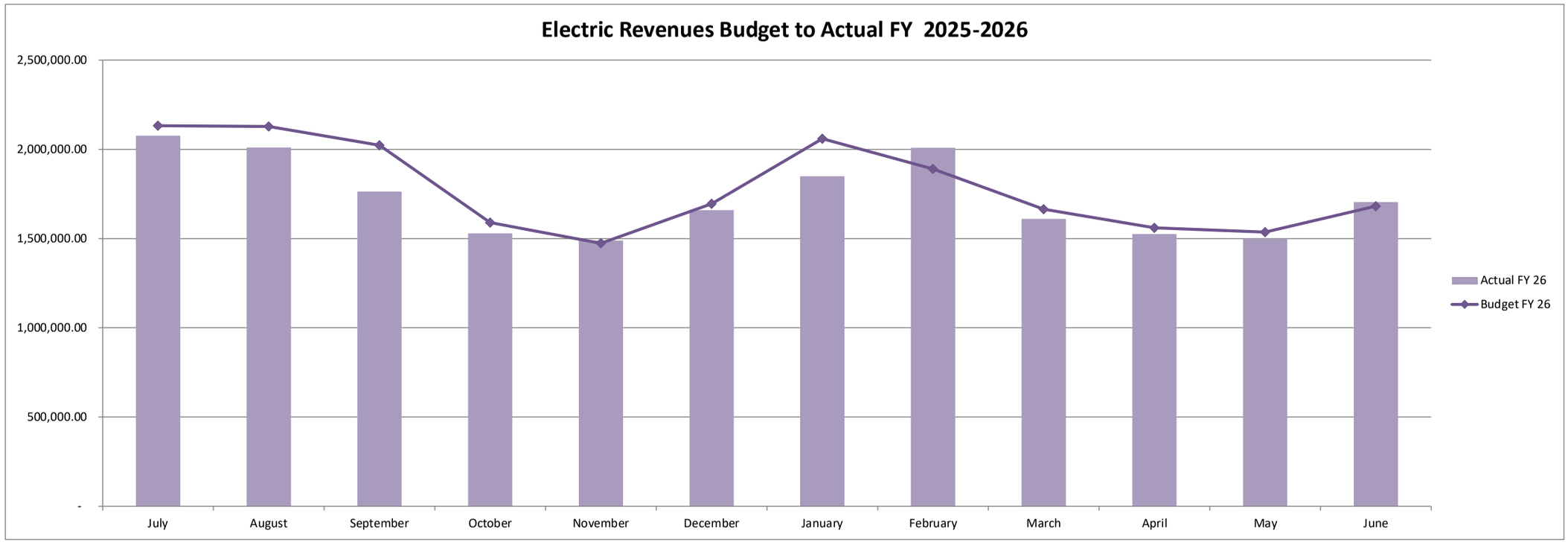
City of Shelby
Electric Revenues Budget to Actual
FY 2026

Revenues

Budget FY 26	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
Residential	929,775.32	904,104.45	831,468.92	607,247.94	593,682.42	796,180.40	1,074,100.34	946,660.49	766,939.59	663,977.52	619,719.19	709,383.19	9,443,239.76
Commercial/Industrial	1,202,496.07	1,224,338.65	1,191,680.20	981,999.59	879,653.88	898,713.49	985,721.14	942,978.04	897,543.71	895,825.50	916,421.65	971,888.32	11,989,260.24
Totals	2,132,271.39	2,128,443.10	2,023,149.12	1,589,247.53	1,473,336.30	1,694,893.89	2,059,821.48	1,889,638.54	1,664,483.29	1,559,803.02	1,536,140.84	1,681,271.51	21,432,500.00

Actual FY 26	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
Residential	938,511.73	881,852.33	718,936.64	615,678.07	639,193.54	816,753.83	964,247.20	1,064,969.48	761,416.51	677,860.33	638,746.77	751,257.64	9,469,424.07
Commercial/Industrial	1,137,778.91	1,128,979.32	1,044,428.15	913,046.25	849,393.34	842,736.85	884,676.36	943,457.73	848,583.77	847,836.18	860,466.77	953,562.15	11,254,945.78
Totals	2,076,290.64	2,010,831.65	1,763,364.79	1,528,724.32	1,488,586.88	1,659,490.68	1,848,923.56	2,008,427.21	1,610,000.28	1,525,696.51	1,499,213.54	1,704,819.79	20,724,369.85

Revenue Variance	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
Residential	8,736.41	(22,252.12)	(112,532.28)	8,430.13	45,511.12	20,573.43	(109,853.14)	118,308.99	(5,523.08)	13,882.81	19,027.58	41,874.45	26,184.31
Commercial/Industrial	(64,717.16)	(95,359.33)	(147,252.05)	(68,953.34)	(30,260.54)	(55,976.64)	(101,044.78)	479.69	(48,959.94)	(47,989.32)	(55,954.88)	(18,326.17)	(734,314.46)
	(55,980.75)	(117,611.45)	(259,784.33)	(60,523.21)	15,250.58	(35,403.21)	(210,897.92)	118,788.67	(54,483.01)	(34,106.51)	(36,927.30)	23,548.28	(708,130.15)

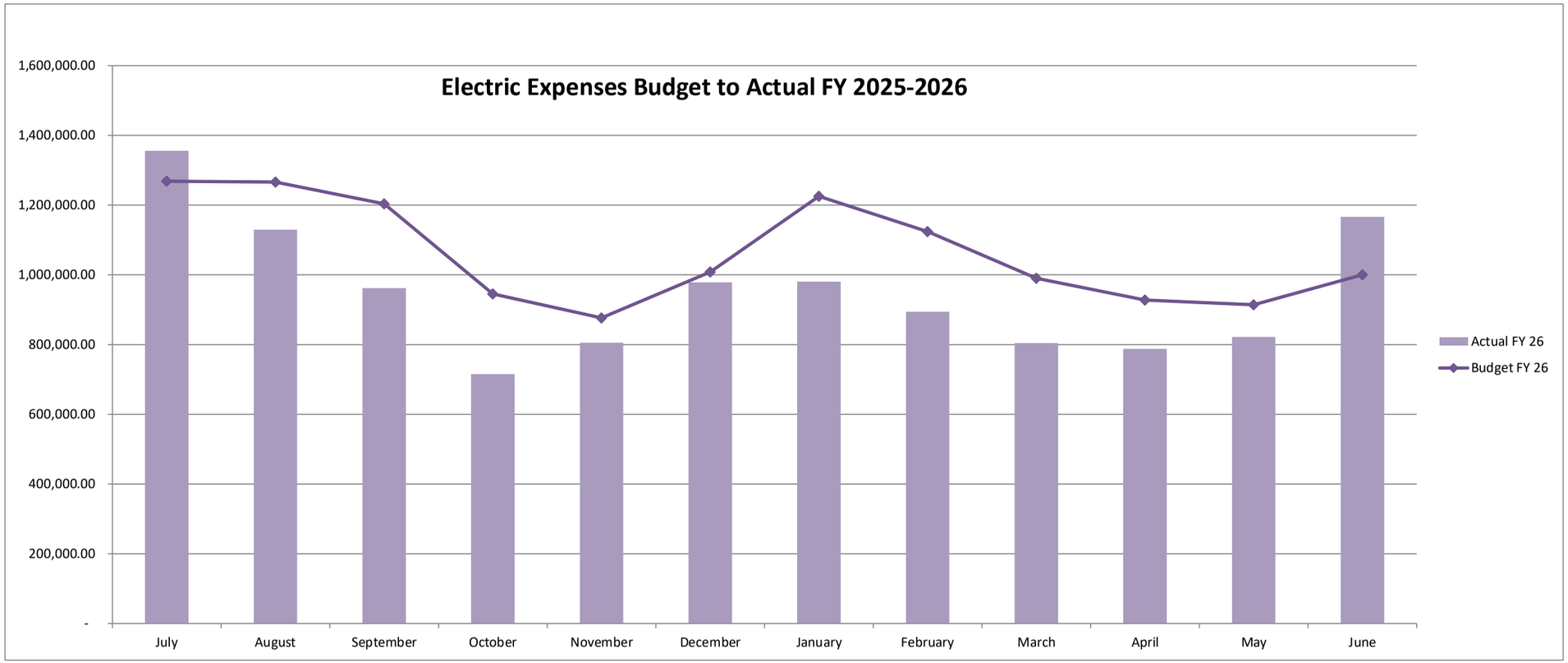

Electric Revenues Budget to Actual FY 2025-2026
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
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July
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January
February
March
April
May
June
Actual FY 26
Budget FY 26

Expenses

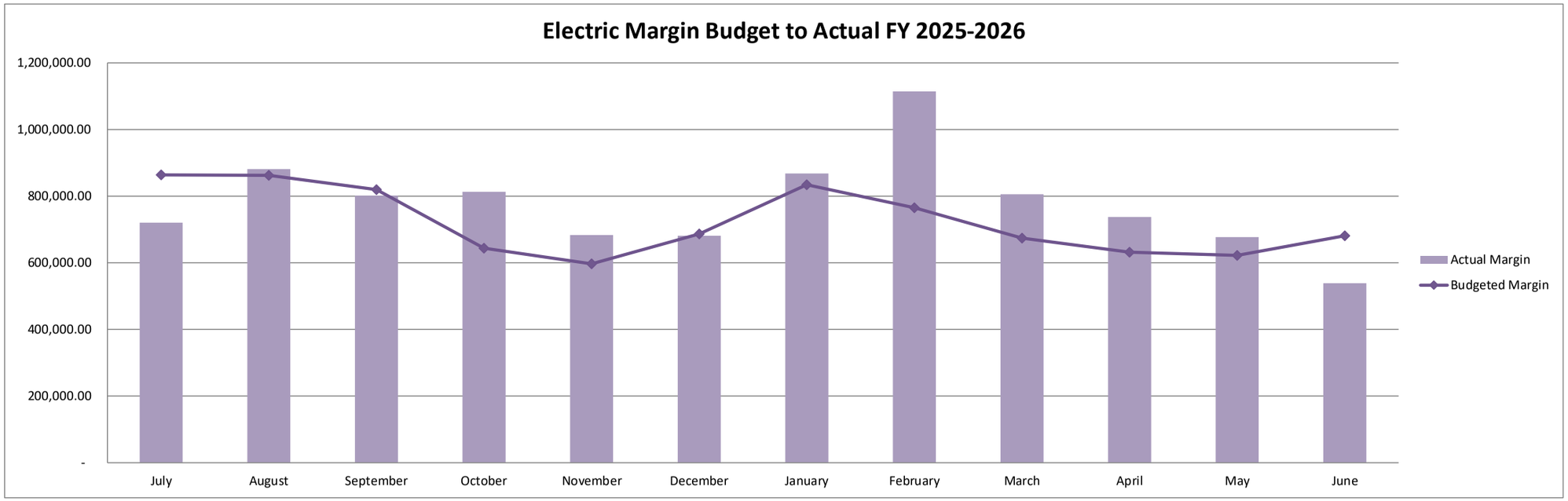
Budget FY 26	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
NCMPA1	1,225,689.19	1,223,488.58	1,162,962.66	913,543.90	846,914.88	974,272.38	1,184,042.95	1,086,217.04	956,791.52	896,618.37	883,016.69	966,441.85	12,320,000.00
													-
SEPA	42,779.74	42,702.93	40,590.42	31,885.05	29,559.53	34,004.64	41,326.17	37,911.80	33,394.51	31,294.31	30,819.58	33,731.33	430,000.00
Totals	1,268,468.93	1,266,191.51	1,203,553.08	945,428.95	876,474.41	1,008,277.01	1,225,369.13	1,124,128.84	990,186.03	927,912.68	913,836.26	1,000,173.18	12,750,000.00

Actual FY 26	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
NCMPA1	1,314,633.32	1,091,365.05	925,299.84	677,282.08	766,500.34	935,157.85	941,498.48	851,726.63	771,006.32	753,321.86	786,787.25	1,162,647.85	10,977,226.87
wholesale power 1st d	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	$20.93/kW	
energy charges 1st blo	$.0359/kWh	$.0359/kWh	$.0359/kWh	$.0339/kWh	.0339/kWh	.0339/kWh	.0339/kWh	.0339/kWh	.0339/kWh	.0339/kWh	.0339/kWh	.0339/kWh	
SEPA	41,277.22	38,284.26	36,696.47	38,117.99	38,743.54	43,314.80	39,275.63	42,459.78	33,330.32	34,615.71	35,373.91	3,614.47	425,104.10
capacity rate	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	4.16/kW	
avg energy cost	.089/kWh	.088/kWh	.088/kWh	.098/kWh	.119/kWh	.099/kWh	.103/kWh	.123/kWh	.120/kWh	.144/kWh	.119/kWh	.110/kWh	
Totals	1,355,910.54	1,129,649.31	961,996.31	715,400.07	805,243.88	978,472.65	980,774.11	894,186.41	804,336.64	787,937.57	822,161.16	1,166,262.32	11,402,330.97

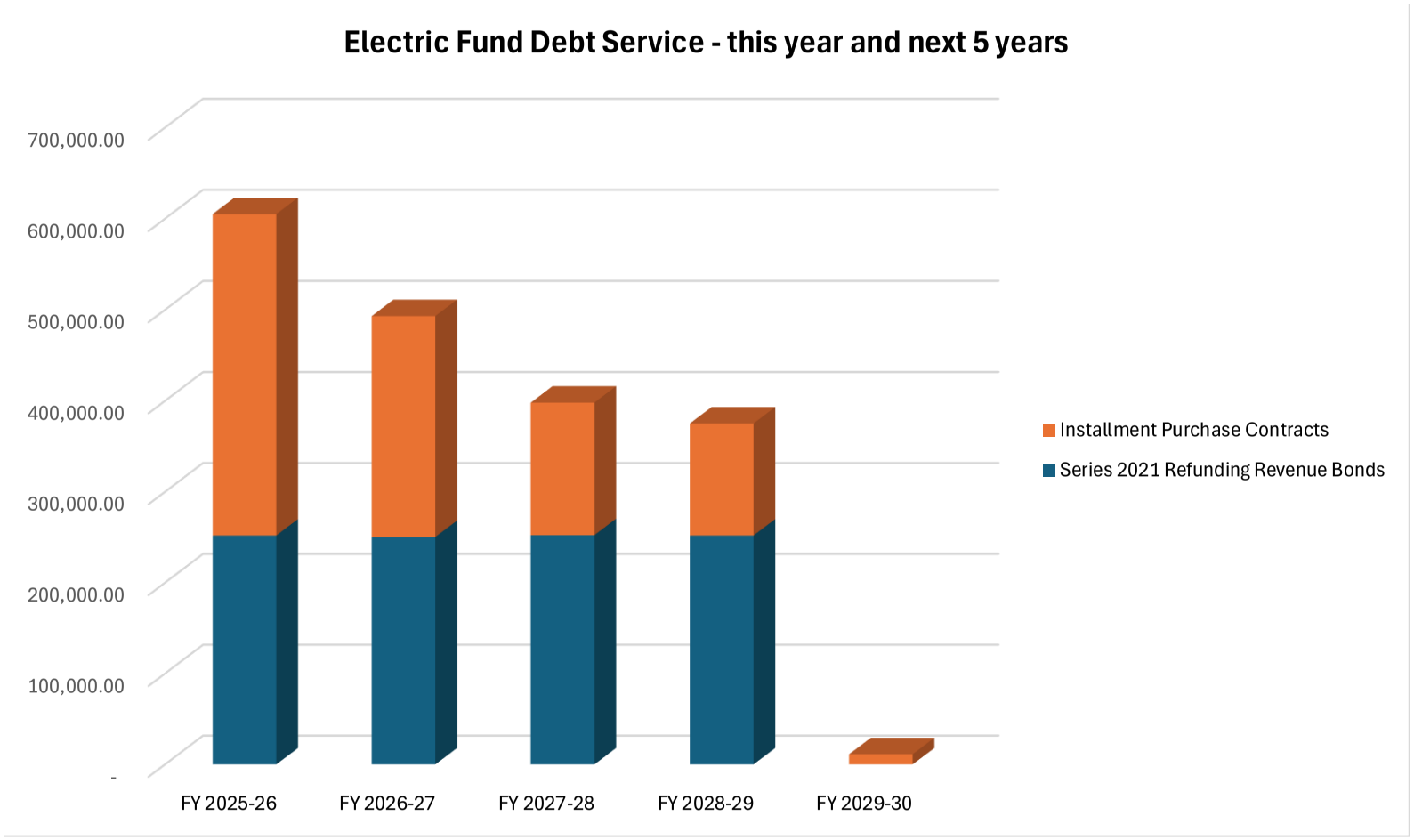
Expense Variance	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
NCMPA1	(88,944.13)	132,123.53	237,662.82	236,261.82	80,414.54	39,114.53	242,544.47	234,490.41	185,785.20	143,296.51	96,229.44	(196,206.00)	1,342,773.13
SEPA	1,502.52	4,418.67	3,893.95	(6,232.94)	(9,184.01)	(9,310.16)	2,050.54	(4,547.98)	64.19	(3,321.40)	(4,554.33)	30,116.86	4,895.90
Totals	(87,441.61)	136,542.20	241,556.77	230,028.88	71,230.53	29,804.36	244,595.02	229,942.43	185,849.39	139,975.11	91,675.10	(166,089.14)	1,347,669.03


Electric Expenses Budget to Actual FY 2025-2026
1,600,000.00
1,400,000.00
1,200,000.00
1,000,000.00
800,000.00
600,000.00
400,000.00
200,000.00
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July
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November
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January
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April
May
June
Actual FY 26
Budget FY 26

Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	2,132,271.39	2,128,443.10	2,023,149.12	1,589,247.53	1,473,336.30	1,694,893.89	2,059,821.48	1,889,638.54	1,664,483.29	1,559,803.02	1,536,140.84	1,681,271.51	21,432,500.00
Budgeted Expenses	(1,268,468.93)	(1,266,191.51)	(1,203,553.08)	(945,428.95)	(876,474.41)	(1,008,277.01)	(1,225,369.13)	(1,124,128.84)	(990,186.03)	(927,912.68)	(913,836.26)	(1,000,173.18)	(12,750,000.00)
Budgeted Margin	863,802.47	862,251.59	819,596.05	643,818.58	596,861.89	686,616.88	834,452.35	765,509.70	674,297.27	631,890.34	622,304.58	681,098.33	8,682,500.00
Actual Revenues	2,076,290.64	2,010,831.65	1,763,364.79	1,528,724.32	1,488,586.88	1,659,490.68	1,848,923.56	2,008,427.21	1,610,000.28	1,525,696.51	1,499,213.54	1,704,819.79	20,724,369.85
Actual Expenses	(1,355,910.54)	(1,129,649.31)	(961,996.31)	(715,400.07)	(805,243.88)	(978,472.65)	(980,774.11)	(894,186.41)	(804,336.64)	(787,937.57)	(822,161.16)	(1,166,262.32)	(11,402,330.97)
Actual Margin	720,380.10	881,182.34	801,368.48	813,324.25	683,343.00	681,018.03	868,149.45	1,114,240.80	805,663.64	737,758.94	677,052.38	538,557.47	9,322,038.88
Margin Variance	(143,422.37)	18,930.75	(18,227.57)	169,505.67	86,481.11	(5,598.85)	33,697.10	348,731.10	131,366.37	105,868.60	54,747.80	(142,540.86)	639,538.88



DEBT SERVICE - ELECTRIC FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Revenue Bonds						
Series 2021 Refunding Revenue Bonds						
Principal	239,138.82	240,834.84	246,262.10	249,314.94	-	-
Interest	12,819.53	9,466.84	6,076.16	2,618.99	-	-
Debt Retired in 2031	251,958.35	250,301.68	252,338.26	251,933.93	-	-
Installment Purchase Contracts						
FY 21 Installment Purchase						
Debt Retired in 2026	89,337.65					
FY 22 Installment Purchase						
Debt Retired in 2027	74,290.23	74,290.23				
FY 23 Installment Purchase						
Debt Retired in 2028	66,232.10	45,253.74	22,437.05			
FY 24 Installment Purchase						
Debt Retired in 2029	112,072.59	112,072.59	112,072.59	112,072.59		
FY 25 Installment Purchase						
Debt Retired in 2030	11,180.45	11,180.44	11,180.44	11,180.45	11,180.45	
Total Installment Debt	353,113.02	242,797.00	145,690.08	123,253.04	11,180.45	
Total Debt Service - Electric Fund	605,071.37	493,098.68	398,028.34	375,186.97	11,180.45	-


Electric Fund Debt Service - this year and next 5 years
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
-
FY 2025-26
FY 2026-27
FY 2027-28
FY 2028-29
FY 2029-30
Installment Purchase Contracts
Series 2021 Refunding Revenue Bonds

City of Shelby
Gas Revenues Budget to Actual
FY 2026

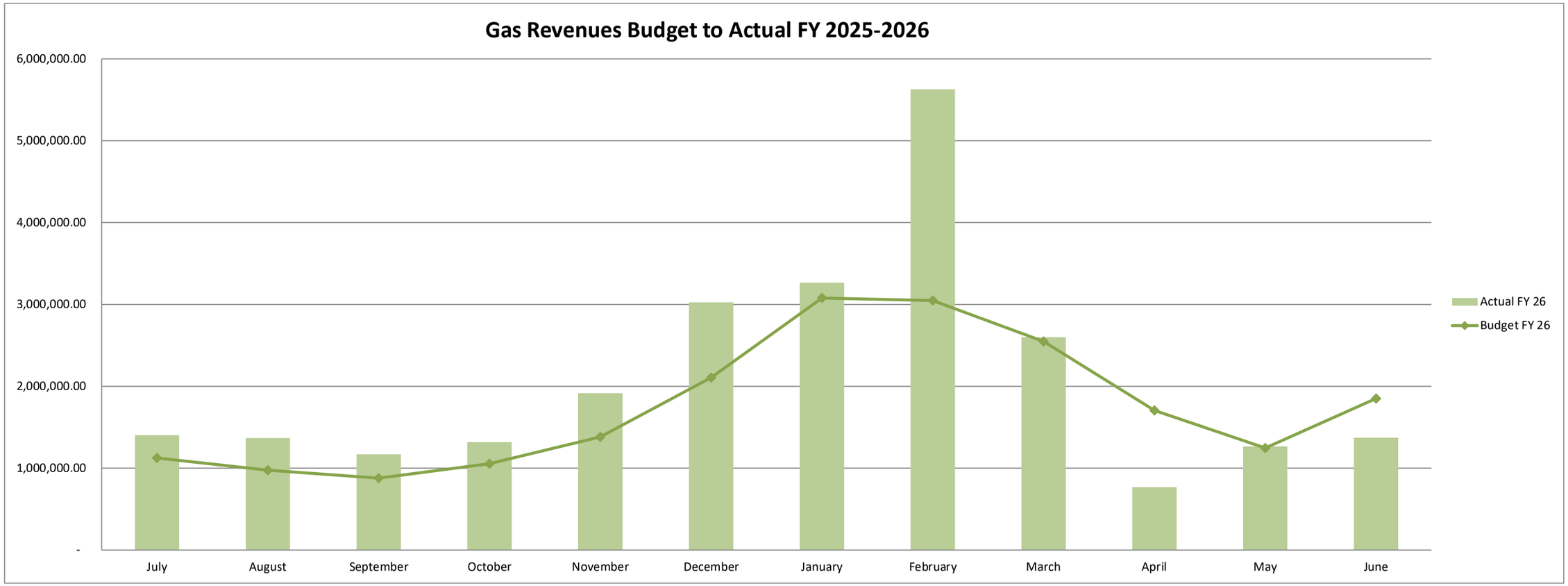
Revenues

Budget FY 26	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
Residential	122,297.76	115,215.27	123,501.93	143,519.89	220,165.62	581,262.07	949,372.32	958,941.34	640,985.22	293,120.29	178,880.71	765,344.73	5,092,607.15
Commercial	149,923.99	137,540.73	136,105.65	147,502.66	235,366.51	551,602.18	869,135.20	887,667.37	617,178.90	307,345.83	223,423.82	177,853.32	4,440,646.16
High Load Factor	15,097.10	14,097.37	12,830.74	13,985.82	15,257.65	25,917.21	26,807.18	26,603.01	23,652.84	20,564.95	22,072.26	24,027.88	240,914.02
Interruptibles	67,938.68	53,473.91	56,068.00	54,973.69	63,752.80	76,625.29	93,949.87	102,927.25	80,083.55	84,382.58	71,209.79	64,239.03	869,624.42
Special Ind Class	768,893.29	656,012.46	550,115.56	694,380.86	847,719.33	871,565.33	1,138,930.03	1,071,679.32	1,185,392.27	1,000,688.50	751,095.71	819,735.59	10,356,208.25
Totals	1,124,150.82	976,339.74	878,621.88	1,054,362.91	1,382,261.91	2,106,972.09	3,078,194.60	3,047,818.29	2,547,292.77	1,706,102.15	1,246,682.29	1,851,200.55	21,000,000.00

Actual FY 26	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
Residential	131,437.24	124,966.17	130,991.23	142,556.99	340,347.94	676,324.24	897,660.49	1,316,134.47	711,382.96	299,578.62	178,433.61	144,840.74	5,094,654.70
Commercial	169,815.71	161,489.32	174,920.40	179,802.22	331,031.71	667,492.09	814,298.25	1,284,187.61	725,382.96	338,469.96	208,242.16	170,611.91	5,225,744.30
High Load Factor	21,999.76	20,590.44	19,805.67	18,962.38	21,118.92	24,926.08	28,140.57	41,993.08	27,323.71	19,887.60	18,565.52	19,721.67	283,035.40
Interruptibles	77,938.24	76,366.82	76,924.77	65,679.11	84,699.61	92,011.86	118,958.15	136,183.76	113,173.95	79,652.36	67,187.49	63,401.57	1,052,177.69
Special Ind Class	1,002,382.54	986,028.72	767,103.24	910,706.89	1,138,683.14	1,565,489.39	1,405,798.47	2,850,962.66	1,022,371.31	726,218.16	793,730.57	974,835.33	14,144,310.42
Year End GL to Sales Report Reconciliation							corr for Oct NEG			-695,812.97			
Totals	1,403,573.49	1,369,441.47	1,169,745.31	1,317,707.59	1,915,881.32	3,026,243.66	3,264,855.93	5,629,461.58	2,599,634.89	767,993.73	1,266,159.35	1,373,411.22	25,104,109.54
										corr Sept-Jan			

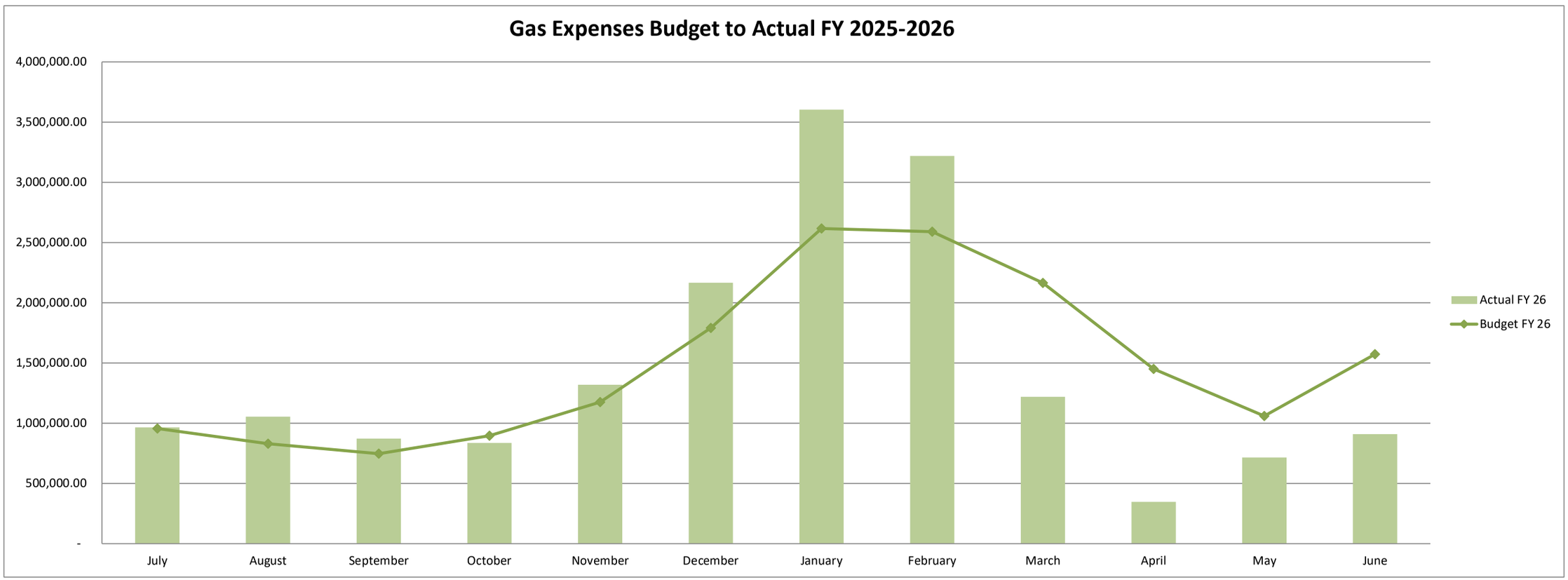
Revenue Variance	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Totals**
Residential	9,139.48	9,750.90	7,489.30	(962.90)	120,182.32	95,062.17	(51,711.83)	357,193.13	70,397.74	6,458.33	(447.10)	(620,503.99)	2,047.55
Commercial	19,891.72	23,948.59	38,814.75	32,299.56	95,665.20	115,889.91	(54,836.95)	396,520.24	108,204.06	31,124.13	(15,181.66)	(7,241.41)	785,098.14
High Load Factor	6,902.66	6,493.07	6,974.93	4,976.56	5,861.27	(991.13)	1,333.39	15,390.07	3,670.87	(677.35)	(3,506.74)	(4,306.21)	42,121.38

Interruptibles	9,999.56	22,892.91	20,856.77	10,705.42	20,946.81	15,386.57	25,008.28	33,256.51	33,090.40	(4,730.22)	(4,022.30)	(837.46)	182,553.27
Special Ind Class	233,489.25	330,016.26	216,987.68	216,326.03	290,963.81	693,924.06	266,868.44	1,779,283.34	(163,020.96)	(274,470.34)	42,634.86	155,099.74	3,788,102.17
Totals	279,422.67	393,101.73	291,123.43	263,344.68	533,619.41	919,271.57	186,661.33	2,581,643.29	52,342.12	(938,108.42)	19,477.06	(477,789.33)	4,104,109.54

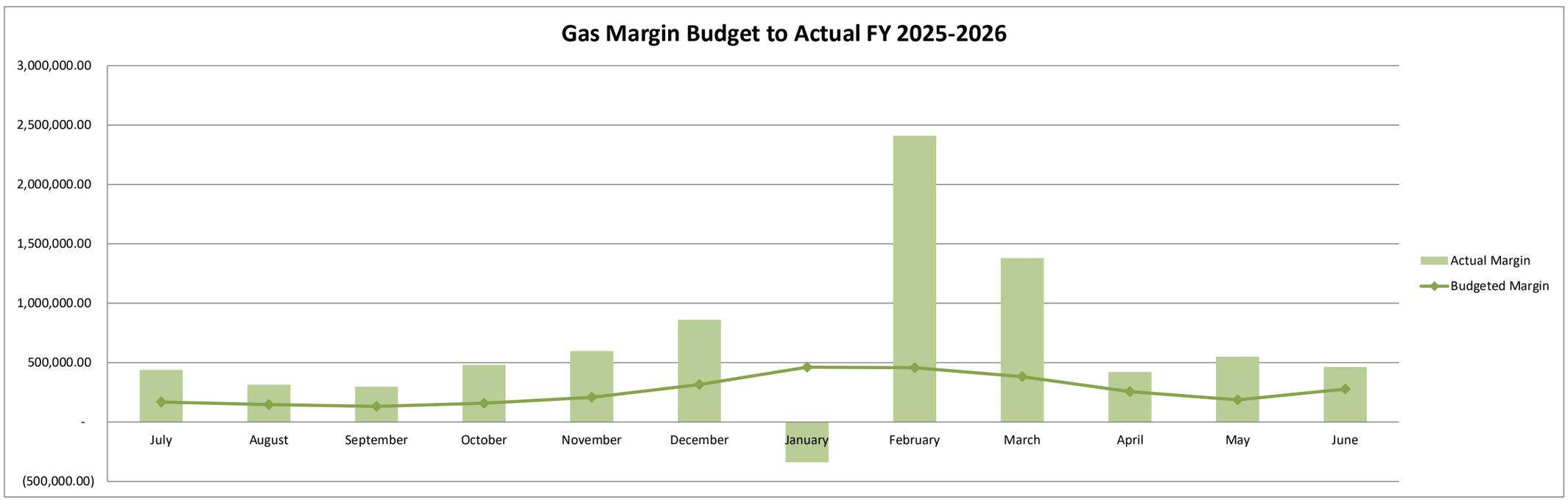


Cost of Gas Expenses	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budget FY 26	955,528.20	829,888.78	746,828.60	896,208.47	1,174,922.62	1,790,926.27	2,616,465.41	2,590,645.55	2,165,198.85	1,450,186.83	1,059,679.95	1,573,520.47	17,850,000.00
Actual FY 26	965,660.84	1,055,051.01	872,134.32	837,007.00	1,319,216.40	2,165,975.57	3,603,850.03	3,218,613.75	1,219,865.08	347,158.42	715,963.09	909,172.87	17,229,668.38
Cycle 1 WAGOG	3.8807	3.6944	3.3230	3.1717	3.9727	5.7893	5.9283	9.8504	3.7916	3.2248	2.7156	3.5469	
Cycle 2 WACOG	3.7876	3.5087	3.2474	3.5722	4.8810	5.8588	7.8894	6.8210	3.5082	2.9702	3.1313	4.0911	
Cycle 3 WAGOG	3.6944	3.3230	3.1717	3.9727	5.7893	5.9283	9.8504	3.7916	3.2248	2.7156	3.5469	4.6353	
Expense Variance	(10,132.64)	(225,162.23)	(125,305.72)	59,201.47	(144,293.78)	(375,049.30)	(987,384.62)	(627,968.20)	945,333.77	1,103,028.41	343,716.86	664,347.60	620,331.62

Transco Rate Refund = $422,548.87

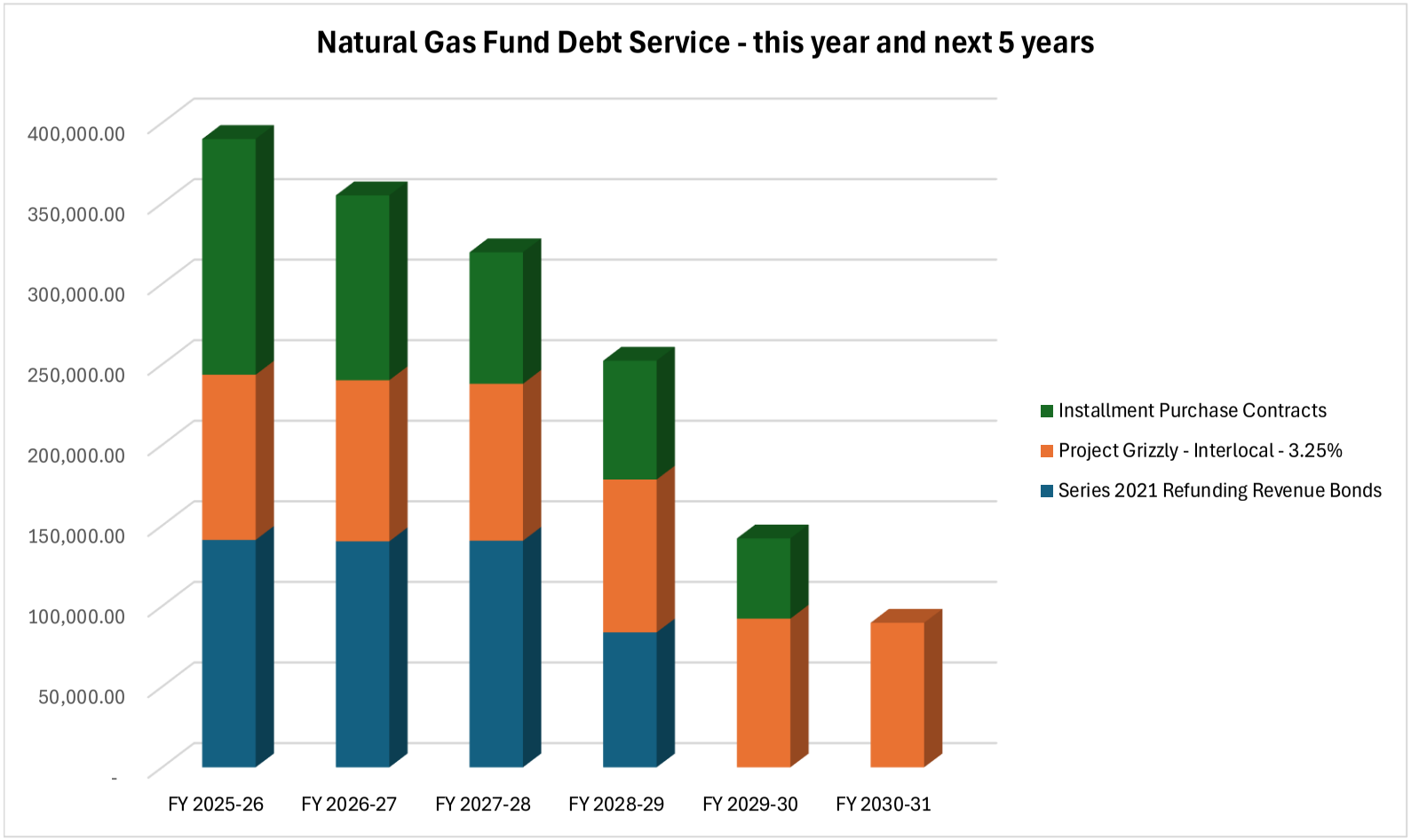


Margin	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Budgeted Revenues	1,124,150.82	976,339.74	878,621.88	1,054,362.91	1,382,261.91	2,106,972.09	3,078,194.60	3,047,818.29	2,547,292.77	1,706,102.15	1,246,682.29	1,851,200.55	21,000,000.00
Budgeted Expenses	955,528.20	829,888.78	746,828.60	896,208.47	1,174,922.62	1,790,926.27	2,616,465.41	2,590,645.55	2,165,198.85	1,450,186.83	1,059,679.95	1,573,520.47	17,850,000.00
Budgeted Margin	168,622.62	146,450.96	131,793.28	158,154.44	207,339.29	316,045.81	461,729.19	457,172.74	382,093.91	255,915.32	187,002.34	277,680.08	3,150,000.00
Actual Revenues	1,403,573.49	1,369,441.47	1,169,745.31	1,317,707.59	1,915,881.32	3,026,243.66	3,264,855.93	5,629,461.58	2,599,634.89	767,993.73	1,266,159.35	1,373,411.22	25,104,109.54
Actual Expenses	965,660.84	1,055,051.01	872,134.32	837,007.00	1,319,216.40	2,165,975.57	3,603,850.03	3,218,613.75	1,219,865.08	347,158.42	715,963.09	909,172.87	17,229,668.38
Actual Margin	437,912.65	314,390.46	297,610.99	480,700.59	596,664.92	860,268.09	(338,994.10)	2,410,847.83	1,379,769.81	420,835.31	550,196.26	464,238.35	7,874,441.16
Margin Variance	269,290.03	167,939.50	165,817.71	322,546.15	389,325.63	544,222.28	(800,723.29)	1,953,675.09	997,675.90	164,919.99	363,193.92	186,558.27	4,724,441.16

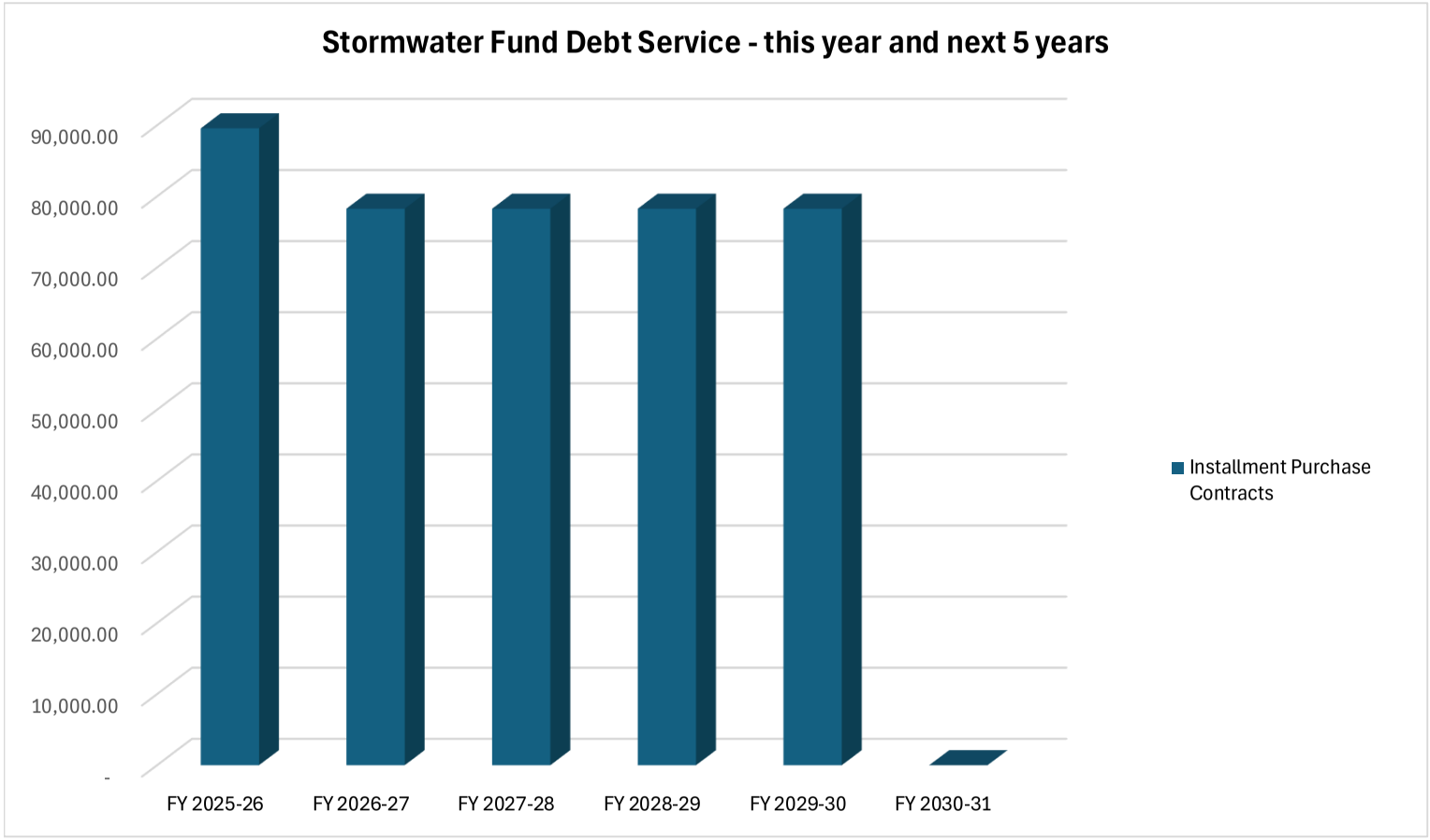


DEBT SERVICE - GAS FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Revenue Bonds						
Series 2021 Refunding Revenue Bonds						
Principal	134,680.29	135,703.98	137,967.78	82,862.43		
Interest	6,405.23	4,516.52	2,608.73	870.45		
Debt Retired in 2031	141,085.52	140,220.50	140,576.51	83,732.88	-	
Project Grizzly - Interlocal - 3.25%						
Principal	84,560.60	84,560.60	84,560.60	84,560.60	84,560.60	84,560.60
3.25% Interest	17,955.03	15,390.02	12,825.02	10,260.02	7,695.01	5,130.01
Debt Retired in 2032	102,515.63	99,950.62	97,385.62	94,820.62	92,255.61	89,690.61
Installment Purchase Contracts						
FY 21 Installment Purchase						
Debt Retired in 2026	24,225.77					
FY 22 Installment Purchase						
Debt Retired in 2027	25,145.86	25,145.86				
FY 23 Installment Purchase						
Debt Retired in 2028	23,244.45	15,882.00	7,874.38			
FY 24 Inallment Purchase						
Debt Retired in 2029	24,012.71	24,012.71	24,012.71	24,012.71		
FY 25 Inallment Purchase						
Debt Retired in 2030	49,752.98	49,752.98	49,752.98	49,752.98	49,753.00	

DEBT SERVICE - GAS FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Total Installment Purchase Contracts	146,381.77	114,793.55	81,640.07	73,765.69	49,753.00	
Total Debt Service - Gas Fund	389,982.92	354,964.68	319,602.20	252,319.19	142,008.61	89,690.61



DEBT SERVICE - STORMWATER FUND	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Installment Purchase Contracts						
FY 21 Installment Purchase Debt Retired in 2026	11,304.84					
FY25 Installment Purchase Debt Retired in 2030	78,263.13	78,263.13	78,263.13	78,263.13	78,263.13	
Total Debt Service - Stormwater Fund	89,567.97	78,263.13	78,263.13	78,263.13	78,263.13	-



City of Shelby
YTD Budget Report
For 6/30/2026 (100.00% of Fiscal Year)

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610711 WATER ADMINSTRATION	3,597,120	4,437,333	4,408,038.07	9,159.01	20,136	99.50 %
610713 WATER LINES OPERATIONS	1,821,948	1,831,640	1,458,855.80	331,922.43	40,862	97.80 %
610714 WATER PLANT OPERATIONS	2,423,205	2,539,840	2,429,779.67	75,626.94	34,433	98.60 %
610 WATER FUND	7,842,273	8,808,814	8,296,673.54	416,708.38	95,432	98.90 %

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620721 SEWER ADMINISTRATION	3,689,678	3,777,007	3,751,402.00	17,092.41	8,512	99.80 %
620723 SEWER LINES OPERATIONS	1,672,723	1,957,682	1,664,722.14	103,403.59	189,556	90.30 %
620724 SEWER PLANT OPERATIONS	2,989,774	3,124,388	2,847,934.19	177,239.13	99,215	96.80 %
620 SEWER FUND	8,352,175	8,859,077	8,264,058.33	297,735.13	297,283	96.60 %

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
630731 ELECTRIC ADMINISTRATION	3,949,026	6,432,448	5,963,721.23	17,310.76	451,416	93.00 %
630732 ELECTRIC PURCHASE	14,070,000	14,070,000	11,550,210.02	0.00	2,519,790	82.10 %
630733 ELECTRIC LINES	4,197,084	6,544,222	5,337,709.84	1,021,523.14	184,989	97.20 %
630734 ECONOMIC DEVELOPMENT	219,200	219,200	155,258.10	0.00	63,942	70.80 %
630 ELECTRIC FUND	22,435,310	27,265,871	23,006,899.19	1,038,833.90	3,220,138	88.20 %

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
640741 NATURAL GAS ADMINISTRAT	5,091,964	7,385,646	7,266,840.38	14,430.14	104,375	98.60 %
640742 NATUTRAL GAS PURCHASE	13,200,000	18,800,000	17,136,422.89	0.00	1,663,577	91.20 %
640743 NATURAL GAS LINES	3,582,239	4,083,160	3,669,396.56	57,953.01	355,811	91.30 %
640 NATURAL GAS FUND	21,874,203	30,268,806	28,072,659.83	72,383.15	2,123,763	93.00 %

ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
650751 STORMWATER ADMINISTRATI	1,833,457	2,161,704	1,552,955.47	469,005.43	139,743	93.50 %
650 STORMWATER FUND	1,833,457	2,161,704	1,552,955.47	469,005.43	139,743	93.50 %

City of Shelby
Weather Variances
Fiscal Year to Date at June 30, 2026

Month	Average Rain*	Actual Rain	Variance	Average CDD**	Actual CDD	Variance	Average HDD**	Actual HDD	Variance
July	4.47	4.30	(0.17)	436	594	158	0	0	0
August	4.27	5.80	1.53	377	342	-35	0	0	0
September	3.07	5.10	2.03	231	222	-9	14	2	-12
October	3.88	2.80	(1.08)	52	51	-1	171	178	7
November	4.43	0.90	(3.53)	3	1	-2	486	356	-130
December	5.21	2.10	(3.11)	0	0	0	628	648	20
January	4.36	5.20	0.84	0	0	0	765	772	7
February	4.08	3.00	(1.08)	2	7	5	575	578	3
March	3.85	1.80	(2.05)	4	38	34	459	253	-206
April	5.23	1.10	(4.13)	25	68	43	217	101	-116
May	4.29	5.10	0.81	136	147	11	61	77	16
June	3.57	1.50	(2.07)	306	316	10	1	2	1
Totals	50.71	38.70	(12.01)	1,572	1,786	214	3,377	2,967	(410)

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

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

* Source www.weather.com Climate (weather.gov) Data for 2024 was pulled using Location: Shelby 2 Nne, NC; Product: Monthly Summarized Data; Year Range 2013 - 2023.

** Source www.climate.fizber.com

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: D

Unfinished Business

None

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

New Business: E

Agenda Item: E-1

1) Dog Park Agility Equipment Project and Acceptance of Citizen Grant Funds - Adoption of FY 2026-2027 Budget Ordinance Amendment #2: Ordinance No. 36-2026

Agenda Item: (Charlie Holtzclaw, Director of Parks and Recreation)

- Memorandum dated July 23, 2026, from Charlie Holtzclaw, Director of Parks and Recreation to Justin Merritt, City Manager
- Presentation from Charlie Holtzclaw
- Ordinance No. 36-2026

City Manager's Recommendation / Comments

In October 2025, the City of Shelby officially opened the Shelby Dog Park. This park receives frequent use and is enjoyed by the community. While there are some amenities within the dog park, there is a desire to enhance the opportunities for exercise and play for the canine visitors to the park. City Staff, along with a group of interested citizens, have worked to review and select equipment that will fit this need.

It should be noted that an interested group of Citizens has raised, and now wishes to grant to the City, funding that will be utilized to purchase and install this equipment. We are fortunate to have Citizens with this level of interest in the City; who are willing to raise and contribute funding to bring this project to fruition. We are grateful for their generosity and wish to thank them this evening.

We will formally recognize this group at a ribbon cutting to be held once the equipment has been installed at the Shelby Dog Park.

Ordinance 36-2026 will appropriate the grant funds and allow this project to move forward.

It is my recommendation that Ordinance No. 36-2026 be adopted and approved at this time.

Memorandum

To: Justin Merritt, City Manager
Cc: Carol Williams, City Clerk
Kerri Melton, Assistant City Manager
From: Charlie Holtzclaw, Director Parks and Recreation
Date: July 23, 2026
Subject: Dog Park Agility Equipment and Citizen Contributions

Executive Summary of issue – Background

The new Shelby Dog Park opened in October 2025 and is being heavily used and enjoyed by the community. While there are large boulders and fire hydrants inside the fences, it is desirable to have dog park agility and play equipment located in dog parks for the dogs to play and exercise.

Review and comments

Over the past several weeks, staff have reviewed different dog park agility and play equipment options and recommend the equipment that will be presented at the City Council meeting. When discussions started a few years ago about the possibility of a dog park in Shelby, several community members contributed money to be used to assist with the park, and they now wish for this money to be used to pay for the dog park agility and play equipment.

Recommendation

Therefore, it is Staff's recommendation that City Council accept the kind donation of approximately $20,748 to be used to purchase the equipment. Mr. Fred Harrill will be present to recognize donors and present the check.

Shelby Dog Park

Dog Play and Agility Accessories



Shelby Dog Park Layout



Small Side



Large Side



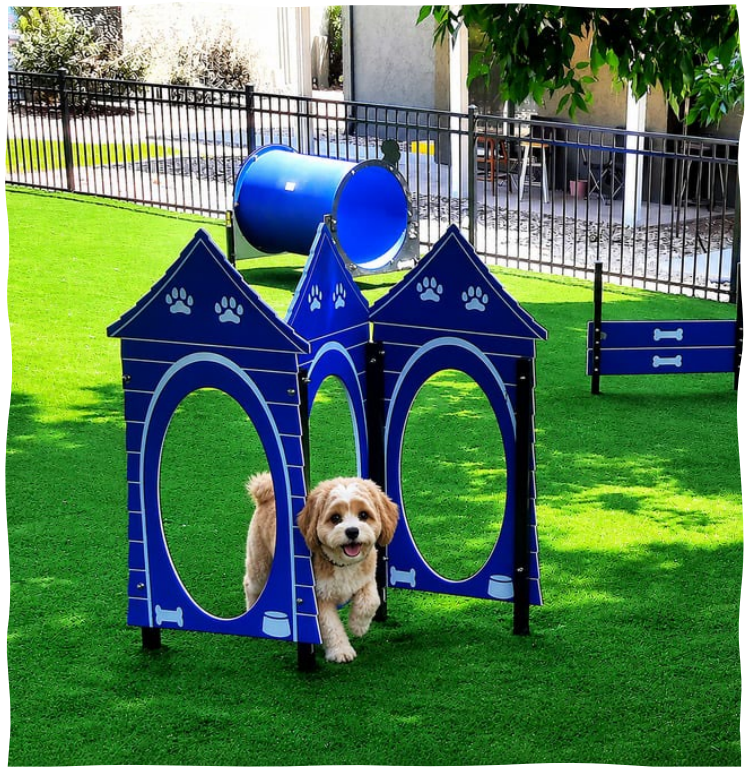
Small Side Equipment

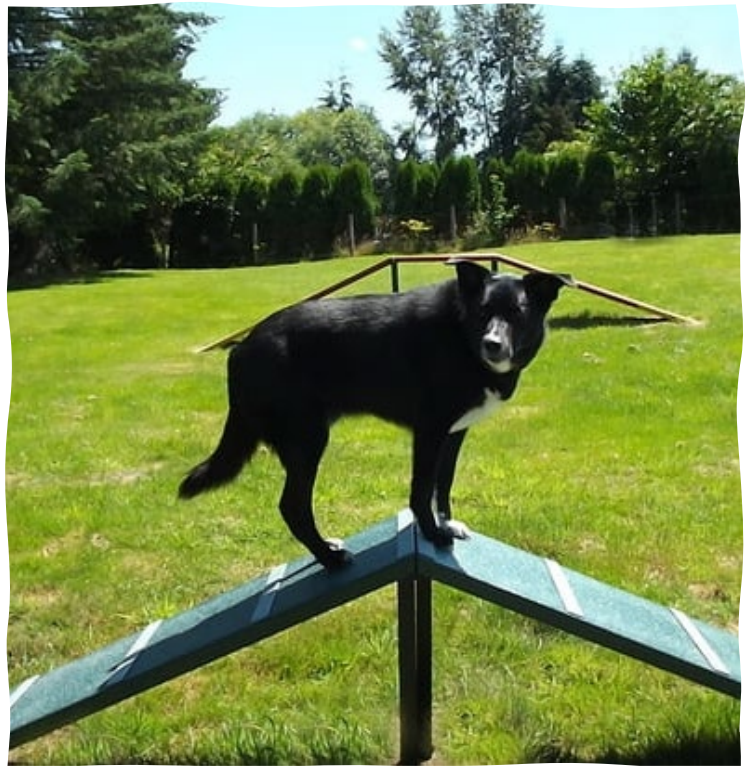


Large Side Equipment



Other Dog Play and Agility Equipment







Dog Play and Agility Equipment Made Possible By Generous Donations of $20,747.71 From Members Of The Community

ORDINANCE NO. 36-2026
CITY OF SHELBY
FY 2026-2027 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 2026-2027; 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. 20-2026, the City's FY 2026-2027 Budget Ordinance, is hereby amended as follows to provide for Budget Amendment No. 2 for the year:

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

(a)	Increase 11008000-36380 Donations	$ 20,748
(b)	Increase 110612-41999 Non-capital equipment	$ 20,748

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. 2
General Fund	$ 38,393,332	$ 38,414,080
Emergency Telephone System Fund	109,491	109,491
Powell Bill Fund	938,480	938,480
Economic Dev. Fund	2,089,000	2,089,000
Affordable Housing	0	0
Housing Fund	2,931,478	2,931,478
Cemetery Fund	62,000	62,000
Utilities-Water Fund	8,706,088	8,706,088
Utilities-Sewer Fund	8,904,565	8,904,565
Utilities-Electric Fund	22,556,106	22,556,106
Utilities-Gas Fund	23,755,614	23,755,614
Utilities – Stormwater Fund	1,409,487	1,409,487
FY 2026-2027 Budget Total	$109,855,641	$109,876,389

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 3rd day of August A. D. 2026.

_____
O. Stanhope Anthony, III
Mayor

ATTEST:

_____
Carol Williams
City Clerk

APPROVED AS TO FORM:

_____
Jason Lunsford
City Attorney

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item: E-2

2) Consideration of appointments to City advisory boards and commissions:

a) Planning and Zoning Board

Agenda Item: (Carol Williams, City Clerk)

- Memorandum dated July 23, 2026, from Carol Williams, City Clerk to Justin Merritt, City Manager
- Planning and Zoning Board Applications
- Attendance from 2026

City Manager's Recommendation / Comments

Volunteers are an essential part of the work the City performs each year. As always this is just a reminder that we all should work to recruit qualified and quality people to serve whenever possible. Solicitation of both qualified and interested citizens to serve on these important advisory boards remains a priority for 2026. I would encourage each of you to recruit viable candidates that possess the knowledge and willingness to serve during the coming months.

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

OFFICE OF THE CITY CLERK

Memo

To: Justin Merritt, City Manager

From: Carol Williams, City Clerk

Date: July 23, 2026

Re: Appointments to City Advisory Boards

BOARD REVIEW: Planning and Zoning Board –

The term of one incumbent, Greg Taylor, concluded June 2026. Mr. Taylor wishes to continue serving. We have had two resignations recently on this board, Charles Hamrick (term concluded June 2026) and Mark Carter (term concludes June 2027). According to the ordinance passed in 2025, this board has a total of nine regular members.

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

- **Ashley Hemming** **Ward 4**
- **Mary Elliott** **Ward 2**
- **Zachary Phipps** **Ward 3**
- **Richard McDevitt** **Ward 1**
- **David Dear** **Ward 2**
- **Wesley Sheffield** **Ward 1**
- **Barry Beaver** **Ward 5**
- **Ric Francis** **Ward 4**
- **Gus Martinez** **Ward 4**
- **Amy Cox** **Ward 2**
- **Cynitra Stewart** **Ward 4**

POSSIBLE ACTION:

Council can begin the nominating process or take appointive action for two terms concluding June 2029, and one term concluding June 2030.

Attachment:

A. Planning and Zoning Board roster 2026
B. Planning and Zoning Board attendance record

City of Shelby

Planning & Zoning Board Online Submission Form

15 Questions

1) Date *

17/06/2026 12:00:00 AM

2) Full Name *

Barry G. Beaver

3) Full Address *

2614 Flagstone Ct

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

Yes

No

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

18-10 months

6) Date of Birth *

21/12/2065 01:00:00 AM

7) Home Phone *

7046923832

8) Mobile Phone *

704-692-3832

9) Work Phone *

7044344770

10) Email *

beavercompanies1@gmail.com

11) Occupation *

President / ISS

12) Why are you interested in serving on the Planning and Zoning Board? *

I am encourged with the growth of Shelby and the sourrounding towns. Shelby is a wonderful city and I want to provide my service to help Shelby remain a top level place to work and live.

13) Please list any previous board service (If applicable) *

Airport Authority

14) Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success *

I am a land developer, business owner, restaurant owner, pilot

15) Type your name for signature *

Barry G. Beaver

City of Shelby

Planning & Zoning Board Online Submission Form

15 Questions

1) Date *

11/05/2026 12:00:00 AM

2) Full Name *

Wesley Christopher Sheffield

3) Full Address *

904 Duke St. Shelby, NC 28150

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

- [x] Yes
- [ ] No

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

Two years

6) Date of Birth *

05/06/1998 05:00:00 PM

7) Home Phone *

6785910666

8) Mobile Phone *

6785910666

9) Work Phone *

6785910666

10) Email *

wesleysheffield@outlook.com

11) Occupation *

Territory Manager- Wine Distributing

12) Why are you interested in serving on the Planning and Zoning Board? *

In the few years I have called Shelby home, I have come to love this city and the people in it, and I want to see it thrive. What drives me most is the belief that Shelby has real untapped potential to attract new businesses and create jobs that give residents more opportunity right here without having to look elsewhere. Serving on the Planning and Zoning Board feels like a natural

way to turn that passion into action. The Board plays a direct role in recommending plans, policies, and ordinances to City Council that shape the growth and development of Shelby, and I want to be part of making decisions that bring investment into our community. Shelby has given a lot to me in a short amount of time, and this is my way of giving something back, helping to steward the city into the next generation.

13) Please list any previous board service (If applicable) *

N/A.

14) Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success *

Hospitality, Restaurant Management, Leadership, Club Management.

15) Type your name for signature *

Wesley Christopher Sheffield



City of Shelby

Planning & Zoning Board Online Submission Form

15 Questions

1) Date *

29/04/2026 12:00:00 AM

2) Full Name *

David C Dear

3) Full Address *

101 Columns Circle, Shelby NC 28150

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

Yes

No

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

16 Years 4months

6) Date of Birth *

25/04/2025 12:00:00 AM

7) Home Phone *

704-472-1820

8) Mobile Phone *

704-472-1820

9) Work Phone *

704-472-1820

10) Email *

david.dear@civicfcu.org

11) Occupation *

retired

12) Why are you interested in serving on the Planning and Zoning Board? *

I have always been interested in local governance

13) Please list any previous board service (If applicable) *

Economic Development Commission, Local Government Pension System Board of trustees, Civic Federal Credit union, many others

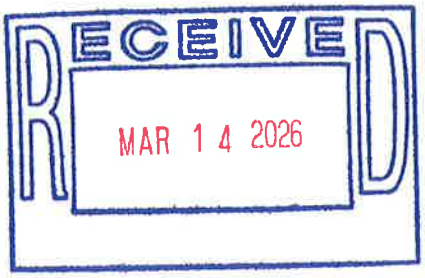
14) Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success *

35 years of local government service with Cleveland County which included oversight of the Planning Department

15) Type your name for signature *

David C. Dear





City of Shelby

Planning & Zoning Board Online Submission Form

15 Questions

1) Date *

14/03/2026 12:00:00 AM

2) Full Name *

Richard McDevitt

3) Full Address *

129 Hillside Drive

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

Yes

No

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

I have lived in Shelby twice. 6.16.2016 - 8.15.2018 and again from 8.22.2023 - until the present. I'm thankful to be home!

6) Date of Birth *

17/03/1957 06:00:00 PM

7) Home Phone *

7045023381

8) Mobile Phone *

7045023381

9) Work Phone *

7045023381

10) Email *

mcd4@bellsouth.net

11) Occupation *

Retired Marketing Vice President

12) Why are you interested in serving on the Planning and Zoning Board? *

Having been on town boards before, I believe it would be a great way to serve the Shelby community. I also enjoy working with elected leadership and staff.

13) Please list any previous board service (If applicable) *

I served on The Town Of Davidson Park and Recreation Board. The Boys and Girls Club Board in Davidson. The Light Factory Board in Charlotte. I am currently on the board of The Earl Scruggs Center.

14) Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success *

I ran a company that worked for many years with both commercial and residential real estate developers. That work included research, marketing, architectural design and community relations.

15) Type your name for signature *

Richard McDevitt



City of Shelby

Planning & Zoning Board Online Submission Form

15 Questions

1) Date *

10/02/2026 12:00:00 AM

2) Full Name *

Zachary Phipps

3) Full Address *

207 Alden Ct

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

Yes

No

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

1 year

6) Date of Birth *

12/09/1996 06:30:00 AM

7) Home Phone *

7206336532

8) Mobile Phone *

7206336532

9) Work Phone *

7022678188

10) Email *

phipps.zach5533@gmail.com

11) Occupation *

Building consultant

12) Why are you interested in serving on the Planning and Zoning Board? *

I am applying to serve on the Board of Zoning and Planning because I care deeply about responsible growth and long-term community development in Shelby. Through my professional background in commercial roofing and building envelope consulting, I work regularly with building codes, permitting processes, and site planning considerations, which has given me

a strong understanding of how technical decisions impact safety, durability, and long-term property value. I believe thoughtful planning and consistent standards are essential to preserving property values while encouraging smart economic growth. I am detail-oriented, process-driven, and committed to objective, fair decision-making based on facts, code requirements, and the best interests of the community. Serving on this board would allow me to contribute my technical experience and structured approach to help Shelby grow responsibly and sustainably.

13) Please list any previous board service (If applicable) *

N/A

14) Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success *

• Strong working knowledge of building codes, construction standards, and permitting processes • Experience reviewing technical documents, plans, and specifications for compliance and feasibility • Analytical and detail-oriented decision-making • Process development and organizational efficiency • Risk assessment and long-term asset planning • Clear written and verbal communication • Ability to evaluate projects objectively and balance growth with community impact

15) Type your name for signature *

Zachary Phipps

RECEIVED
OCT - 8 2025

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Keep Shelby Beautiful
Shelby-Cleveland County Regional Airport Advisory Commission
Shelby Alcoholic Beverage Control Board
Shelby Zoning Board of Adjustment
Shelby Firefighter's Relief Fund Board of Trustees
Shelby Housing & Redevelopment Advisory Board
Shelby Parks & Recreation Advisory Commission
Shelby Planning & Zoning Advisory Board
Shelby Public Art Advisory Board
***Other committees that may be formed by the Mayor and City Council**

DATE 10-8-25

NAME Dr. Mary J. Elliott

ADDRESS (No P O Boxes please) 137 Westfield Rd

CITY / STATE / ZIP Shelby, NC 28150

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

DO YOU RESIDE WITHIN THE CITY OF SHELBY'S EXTRATERRITORIAL JURISDICTION (ETJ)?
Not sure

WARD 2

PHONE NUMBERS: Home 720-353-5785 Work

EMAIL ADDRESS maryjacksonelliott@gmail.com

OCCUPATION Semi-retired + consulting business owner

EDUCATIONAL BACKGROUND Doctoral candidate, 2 master's degrees, 1 bachelor's

BOARD OR COMMISSION INTERESTED IN:

1. Planning + Zoning
2. Parks & Rec
3. Keep Shelby Beautiful

OTHER COMMENTS:
- Chamber Member
- Former Comms & Mrktg Dir for City of Gastonia
- Serve on Healthy Together Cleveland Steering Comm.
- Leadership Cleveland County - Class of 2026

SIGNATURE Mary J. Elliott DATE 10/8/2025

Dr. Mary J. Elliott

maryjacksonelliott@gmail.com | https://www.linkedin.com/in/maryjacksonelliott

PUBLIC RELATIONS & COMMUNICATIONS LEADER

Strategic communications and marketing professional with extensive experience in public and media relations, brand engagement, and crisis communication. Proven success in leading earned media storytelling and strengthening organizational reputation. Skilled at managing press office functions, building media relationships, and using analytics tools to deliver data-driven results.

- Earned Media & Media Relations
- Public Relations & Communications Strategy
- Crisis & Reputation Management
- Executive Messaging & Media Training
- Strategic Internal & External Communications
- Team Leadership & Stakeholder Engagement

CAREER HIGHLIGHTS & ACHIEVEMENTS

PRESIDENT
Touchpoint Strategic Communications (Shelby, NC) **October 2024 - Present**
Provide strategic integrated communications consulting focused on marketing communications, public relations, and crisis communications strategies for non-profits and businesses to expand reach and impact.

DIRECTOR OF COMMUNICATIONS AND MARKETING **August 2019 – September 2024**
City of Gastonia, NC
Oversight and leadership of strategic communications and marketing for a municipality including public relations strategy, media relations, crisis communication, advertising, brand management, social media, graphic design, website development, video production, executive leadership communications, and community outreach. Report directly to the City Manager to more than 1,000 employees.

- ✓ Manage local and national media inquiries, plan/execute story pitches with 95% placement rate.
- ✓ Developed, executed, and managed external marketing plans and internal communications.
- ✓ Managed advertising campaigns to increase brand awareness and services to residents.
- ✓ Achieved year over year cost containment and salary savings through budget and vendor management.
- ✓ Led team in developing multi-channel campaigns that integrated social, digital, and traditional platforms.

DIRECTOR OF COMMUNICATION AND MARKETING **January 2017 – November 2018**
Community College of Aurora (Aurora, CO)
Oversight and direction of the Communications & Marketing Department for a community college with enrollment of more than 11,000+ students on two campuses. Responsible for strategic communications and marketing / brand management, including program marketing, internal communications, community outreach, social media, online communications, graphic design, video production, media relations, and crisis communications to increase student enrollment and retention.

- ✓ Managed media inquiries, planned/executed story pitches, and media training; served as PIO.
- ✓ Developed and managed program external marketing plans and internal communications plans.
- ✓ Managed advertising agency relationship. Vendor contract negotiation and management.
- ✓ Managed integration of social media platforms to support marketing campaigns.
- ✓ Increased student enrollment during fall and spring enrollment marketing campaigns by 30%.
- ✓ Successful brand management/adoption in service area 18 months after campaign launch.

ASSISTANT DIRECTOR FOR PUBLIC RELATIONS AND PIO **February 2016 – December 2016**
Community College of Aurora (Aurora, CO)
Managed media relations, public relations, and emergency/crisis communications for two campuses in Aurora and Denver. Managed College Communications Department in the absence of the Director.

- ✓ Developed media and public relations plans for the college.
- ✓ Wrote and produced a monthly President's Report for the community college system board of directors.
- ✓ Media relations: 70% increase in media placements.

MARKETING & COMMUNICATIONS MANAGER **April 2004 – February 2015**
SCL Health | Good Samaritan Medical Center (Lafayette, CO)
Managed strategic internal and external communications programs for the Communications & Marketing Department during the construction, start-up, and occupancy of a $200 million medical center.

External Communications

- ✓ Media Relations: increased media exposure by 100%.
- ✓ Service line marketing communications to increase market share preference as "hospital of choice" in primary service area (PSA).
- ✓ Communications consultant to service lines, including patient experience and physician relations.
- ✓ Public relations and community outreach through construction, start-up, and occupancy.
- ✓ Integration of social media platforms to support marketing campaigns.
- ✓ Achieved cost containment through vendor management.

Internal & Employee Communications
Significant projects: rebranding communications, emergency/crisis communications, change management, and HR communications.

- ✓ Managed electronic newsletter content and planning.
- ✓ Integration of social media platforms to support employee engagement.
- ✓ Communications consultant to C-Suite, managed executive leader communications/consultation.
- ✓ Event manager for more than 500 events to boost employee engagement strategies.
- ✓ Presenter: New Associate Orientation (mission, vision, and values presentation)

EDUCATION

- Doctoral Candidate, D.B.A. – Capella University
- Master of Special Studies, M.S.S. – University of Denver
- Master of Theological Studies, M.T.S. – Iliff School of Theology
- Bachelor of Arts, B.A. – University of Detroit-Mercy

ADDITIONAL INFORMATION, AWARDS & AFFILIATIONS

Steering Committee Vice Chairman| Healthy Together Cleveland (2024 – present)
Leadership Cleveland County (North Carolina) – Class of 2026
Board Chairman, Leadership Gaston (2022); Graduate, Class of 2020 (North Carolina)
Leadership Aurora (Colorado), Class of 2017

First & Second Place Awards – North Carolina City & County Communicators (2020, 2022, 2021)
Silver Medallion Award, Community Relations Campaign – NCMPR (2017)

Experienced in public speaking, training, media interviews, and executive communications.
Strong background in stakeholder and executive engagement.

Dr. Mary J. Elliott | 137 Westfield Road | Shelby, NC 28150
maryjacksonelliott@gmail.com | 720-353-5785

July 20, 2026

City Council Members
City of Shelby
Shelby, NC 28150

Dear Mayor and Members of the City Council,

I am writing to reaffirm my continued interest in serving on the City of Shelby Planning and Zoning Advisory Board.

Since moving to Shelby, I have made a conscious effort to become involved in the community and to better understand the issues and opportunities that shape its future. I would value the opportunity to support the Planning and Zoning Advisory Board's work in promoting thoughtful growth, development, and the long-term character of our community.

Throughout my career, I have worked in leadership, strategic communications, community engagement, and organizational planning. These experiences have strengthened my ability to analyze complex issues, listen to diverse perspectives, build consensus, and communicate clearly. As the former Director of Communications and Marketing for the City of Gastonia, I understand the importance of transparency, public trust, and thoughtful decision-making in local government.

I would welcome the opportunity to contribute these skills as a member of the Planning and Zoning Advisory Board. After remaining engaged and interested over the past year, I am prepared to contribute thoughtfully, collaboratively, and with a genuine commitment to Shelby's future.

Thank you for your consideration. I appreciate your time and would be honored to serve our community in this capacity.

Respectfully,

Dr. Mary J. Elliott



* **Date**
03/19/2025

* Full Name
Cynitra Moses Anderson Stewart

* Full Address
416 McBrayer St
Shelby North Carolina 28150

Ward 4

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

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

Date of Birth
05/25/1974

Home Phone
(704) 419-2092

Mobile Phone
(704) 476-0028

Work Phone
(704) 466-3068

* **Email**
cynitra@cynitra.com

Occupation
Chief Research IT Scientist

Why are you interested in serving on the Planning and Zoning Board?
I am interested in serving on the City of Shelby Planning and Zoning Board to contribute my expertise in cybersecurity, economic development, and community advocacy to help shape sustainable growth. As a business owner and veteran, I am committed to fostering a secure, inclusive, and forward-thinking environment that balances development with community needs. My goal is to ensure smart planning that supports small businesses, housing, and infrastructure while preserving Shelby's unique character

Please list any previous board service (If applicable)
DAV (Disabled American Veterans) Chapter Board Member – Advocated for veteran support services and community initiatives. Bunker Labs Advisory Role – Assisted veteran entrepreneurs in business development. Mountain BizWorks (Collaborator/Advisor) -- Provided insights on small business growth and cybersecurity needs. GOD and I Loves You Foundation (Fiduciary Agency for Veteran Transitional Housing) – Supporting military veteran women and their children.

Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success
I bring expertise in cybersecurity, economic development, and small business growth, along with experience in urban planning for underserved communities. As a veteran, business owner, and community advocate, I understand the importance of balancing growth with security, infrastructure, and sustainability. My skills in strategic planning, risk management, and technology integration can support smart zoning decisions that foster economic opportunity while preserving Shelby's community values.

* **Type your name for signature**
Cynitra Moses Anderson Stewart

Shelby
NORTH CAROLINA

RECEIVED
FEB - 1 2024

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Ward 4

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

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

DATE Feb 1, 2024

NAME Gustavo A. Martinez

ADDRESS (No P O Boxes please) 312 McBrayer St

CITY / STATE / ZIP Shelby, NC, 28150

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

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

WARD Ward 4

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

EMAIL ADDRESS gustavomartinez0@yahoo.com

OCCUPATION IT and Business Consulting; Photography

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

BOARD OR COMMISSION INTERESTED IN:

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

OTHER COMMENTS:

SIGNATURE [signature] DATE Feb 1, 2024

* **Date**
01/21/2023

* Full Name
Ashley Hemming

* Full Address
710 Hanover Drive
Shelby NC 28150

Ward 4

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



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

Date of Birth
12/19/1973

Home Phone
(704) 974-6394

Mobile Phone
SKIPPED

Work Phone
SKIPPED

* **Email**
ashley.designs@yahoo.com

Occupation
Civil Engineer

Why are you interested in serving on the Planning and Zoning Board?
I have watched Shelby change and grow over the past 15 years in such a positive way. I believe Shelby has such great potential for the future. I would like the opportunity to be a part of the growth and to contribute in a meaningful way to help the City reach its future goals and objectives.

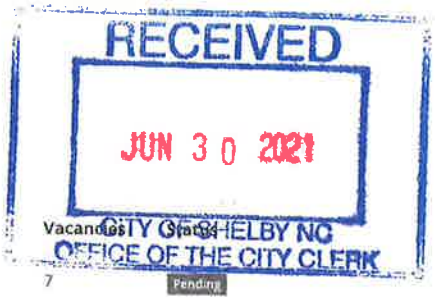
Please list any previous board service (If applicable)
No previous board experience

Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success
BSCE Civil Engineering UNCC MSCE Civil Engineering UNCC Currently employed as a transportation consultant for a private consulting firm (10 years). Previous experience includes planning and home design. My previous professional experience has equipped me with the skills and knowledge to collaborate and effectively contribute to the team in an effort to reach the overall goals of the City. Thank you for your consideration.

* **Type your name for signature**
Ashley Hemming

Richard Nelson Francis

Cleveland County | Generated 6/30/2021 @ 11:28 am by OnBoard2 - Powered by ClerkBase



Status

Name	Richard Nelson Francis
Application Date	12/11/2020
Expiration Date	12/11/2022
Status	Pending

Board

City of Shelby Planning and Zoning Board

Ward 4

Basic Information

Name
Richard Nelson Francis

Why do you want to serve on this board? What are your qualifications and why would you be an asset to this board?
I feel my knowledge and background will be of help serving on Planning and Zoning Board.
I have served on the Kings Mountain Planning and Zoning Board.
I want the City of Shelby to prosper with the right kind of Zoning.

Have you taken the opportunity to attend any previous board meetings prior to the notice of this vacancy? Describe extent and meetings attended.
I have not , however I plan to study and find out of what importance that have came before the Board in the these meetings.

Please list any Boards/Commissions/Committees on which you have served or are currently serving on. (List county/municipalities and dates)
Kings Mountain Planning and Zoning Board from 2007-2010 before a move to Shelby.

Are you related by blood or marriage to any person currently employed by Cleveland County Government? If yes, please indicate employee name and relationship.
I am not related to anyone employed by Cleveland County Government.

Have you ever been convicted of a crime (felony or misdemeanor) other than a minor traffic violation?
None

Contact Information

Address
844 West Marion St
Shelby, NC 28150

Resident
Yes

Ward/District
Ward 4

Phone
704-477-2338

Cell Phone
704-477-2338

Email
ricfrancis@att.net

Occupation

Employer
Carolinas Commercial Realty

Occupation
Owner/Broker

Professional Licenses
Real Estate License,NAR License, Life, Health and Property and Casualty

City of Shelby

Planning & Zoning Board Online Submission Form

15 Questions

1) Date *

21/07/2026 12:00:00 AM

2) Full Name *

Amy Cox Harrelson

3) Full Address *

106 Cox Rd, Shelby, NC 28152

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

Yes

No

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

2 years

6) Date of Birth *

10/04/1969 02:45:00 AM

7) Home Phone *

703-223-6260

8) Mobile Phone *

703-223-6260

9) Work Phone *

703-223-6260

10) Email *

amyharrelson244@gmail.com

11) Occupation *

Semi-retired licensed land surveyor

12) Why are you interested in serving on the Planning and Zoning Board? *

I am looking for useful volunteer opportunities.

13) Please list any previous board service (If applicable) *

Cleveland County Board of Adjustments (back in late 1990s)

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14) Interests, skills, expertise or experiences that may be of assistance to the Planning and Zoning Board's success *

Current Professional Land Surveyor license; former Senior Project manager in Commercial Construction consulting firm, Fairfax, VA; prior co-owner , Johnson & Johnson Surveying

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15) Type your name for signature *

Amy C. Harrelson

Planning & Zoning Board	2026											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Becca Schweppe	No Meeting	No Meeting	1	1	No Meeting	No Meeting	1					
Bob Cabaniss	No Meeting	No Meeting	1	1	No Meeting	No Meeting	1					
Charles Hamrick	No Meeting	No Meeting	1		No Meeting	No Meeting						
Emanuel Hunt Jr	No Meeting	No Meeting	1	1	No Meeting	No Meeting	1					
Greg Taylor	No Meeting	No Meeting	1		No Meeting	No Meeting	1					
Karla Haynes	No Meeting	No Meeting	1	1	No Meeting	No Meeting	1					
Mark Carter	No Meeting	No Meeting	1	1	No Meeting	No Meeting						
Mike Royster	No Meeting	No Meeting	1	1	No Meeting	No Meeting	1					
Rick Washburn	No Meeting	No Meeting	1		No Meeting	No Meeting						
Scott Bankhead	No Meeting	No Meeting	1	1	No Meeting	No Meeting						
vacant (ETJ)	n/a	n/a	n/a	n/a	n/a	n/a	n/a					

City of Shelby
Agenda Item Summary
August 3, 2026
City Hall Council Chambers

Agenda Item F

City Manager's Report: Justin Merritt, City Manager

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

Agenda Item: G

Council Announcements and Remarks

H. Closed Session

1) N.C. General Statute 143-318.11: To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session, and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

H. Adjournment:

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

1) Motion to adjourn