



**TOWN OF HARRISBURG, NORTH CAROLINA  
HARRISBURG TOWN HALL  
TOWN COUNCIL MEETING**

**January 11, 2021  
6:00 PM**

**AGENDA**

**1. CALL TO ORDER**

- A. This will be a teleconferenced meeting via the Zoom platform. The public may join the meeting at the following link:

<https://us02web.zoom.us/j/87293689269?pwd=bnNNSHBGMWNNmQldOY0hycjNDWkFlZz09>

Meeting ID: 872 9368 9269

Passcode: 477437

Or join by phone:

Dial:

301 715 8592

312 626 6799

- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS

1. Dr. Martin Luther King, Jr. Day Proclamation

- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

**2. CONSENT AGENDA**

- A. Consider the minutes of the December 14, 2020 Town Council meeting.
- B. Consider the minutes of the December 14, 2020 Closed Session.
- C. Consideration of Approval of Albiza Drive and Frances Haven Drive in the Frances Haven Subdivision for Street Acceptance and Related Values

- D. To set a public hearing for Feb 08, 2021 to consider the annexation of six (6) parcels off of Rocky River Crossing Road associated with Shelby Woods Residential Subdivision.
- E. Consideration of FY2021 Budget Ordinance Amendments for Fire Station #1 HVAC Replacement
- F. Consideration of Adoption of 2021 Town Council Meeting Calendar

**3. COMMUNICATIONS**

- A. TOWN MANAGER/FINANCE MONTHLY REPORT
- B. MAYOR'S COMMENTS
- C. COUNCIL COMMENTS

**4. PUBLIC HEARINGS**

**5. OLD BUSINESS**

- A. Consideration of Draft GMP Change Order #5, Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for Harrisburg Park Redevelopment Project - Phase I
- B. Update of New TIA Process and Consideration of Extension of New TIA Process through February 28, 2021

**6. NEW BUSINESS**

- A. Consideration of Resolution Approving the Financing Terms and Related Draft Financing Agreement and FY2021 Budget Ordinance Amendments for the 2021 Refunding IFC
- B. Consideration of changes to the FY2021 Schedule of Fees and other Utility Customer Assistance Programs in response to COVID-19
- C. Development of FY2022 Budget Calendar

**7. ACTION ITEMS**

**8. CLOSED SESSION**

**9. ADJOURNMENT**

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**Town of Harrisburg's Vision Statement**

Harrisburg will be the best small town in North Carolina based on low density housing, excellent economic opportunities, a safe living environment, and efficient and effective municipal services. Amenities such as excellent recreational programs, adequate open space, attractive shopping opportunities, a diversity of restaurants, and a connected system of roadways, sidewalks, greenways, and bicycle lanes will continue to enhance the quality of life of the Town. These services and amenities will be provided while retaining reasonable tax rates and debt levels.

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## **Proclamation Dr. Martin Luther King, Jr. Day**

**WHEREAS**, Dr. Martin Luther King, Jr. inspired millions of Americans by becoming a visionary leader of the civil rights movement with a goal of creating a society tolerant of all races, cultures and nationalities; and

**WHEREAS**, Dr. King's enduring contributions to America remind us that people should "...not be judged by the color of their skin but by the content of their character"; and

**WHEREAS**, the ideals of Dr. King and of the Town of Harrisburg's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of our community is a responsibility of every citizen; and

**WHEREAS**, the celebration of Dr. King's birthday is intended to honor an American who dedicated his life to the fundamental principles of freedom, opportunity, and equal justice for all,

**NOW, THEREFORE**, I, **Steven Sciascia**, Mayor of the Town of Harrisburg, North Carolina, do hereby proclaim Monday, January 18, 2021 as:

### **"DR. MARTIN LUTHER KING, JR. DAY"**

in the Town of Harrisburg and encourage all citizens to rededicate themselves to the principles of respect for human rights and freedom, of belief in non-violence, and of commitment to improving our community.

**ADOPTED**, this 11th day of January 2021.

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Steven J. Sciascia, Mayor

Attest:

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Janet Rackley, Town Clerk

**TOWN OF HARRISBURG, NORTH CAROLINA  
TOWN COUNCIL MEETING  
MONDAY, DECEMBER 14, 2020  
6:00 PM**

**MINUTES**

**This meeting was held in person as well as virtually via the Zoom platform due to current COVID-19 restrictions.**

Mayor Steve Sciascia called the meeting to order.

**PRESENT:** Mayor Steve Sciascia; Mayor Pro-Tem Ron Smith, Councilmembers Diamond Staton-Williams, Ian Patrick, Rick Russo, Rodney Dellinger, Troy Selberg, John Booth

**1A.**

**ZOOM NOTIFICATION**

The Zoom meeting link and details were published and advertised before the meeting took place and were shown on the agenda.

**1B.**

**AGENDA ADOPTION**

**MOTION:**

Mayor Pro-Tem Smith made a motion to adopt the agenda as proposed. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

**1B.**

**INVOCATION**

Mayor Sciascia conducted the invocation.

**1C.**

**PLEDGE OF ALLEGIANCE**

**1D.**

**SPECIAL PRESENTATIONS**

- FY2020 Financial Audit Presentation
- Creating a Healthy Housing Market for All; Diversity, Inclusionary Practices, and Mixed-Income Communities – Dr. Stephen Sills, PhD, Director of the Center for Housing and Community Studies at the University of North Carolina at Greensboro
- Sustainability Advisory Board Update – Chairman Scott Noel gave a presentation concerning the mission, goals and opportunities of the Sustainability Advisory Board for the Town of Harrisburg. Also proposed a new Electric Vehicle Charging Station for Harrisburg Park. Would like to apply for a grant to rebate expenses for this charging station. Council expressed their desire to see if we can get the grant for two stations instead of one. After some discussion, the following action was taken:

**MOTION:**

Councilmember Russo made a motion to approve allowing the Sustainability Advisory Board to apply for a grant for rebate of expenses for two charging stations. Second was made by Councilmember Selberg. **The motion passed 7-0.**

Scott Noel then presented information concerning air quality monitors and would like to have some of these in town. It would require the Town to make a \$450 donation to Clean Air Carolina. In return, we would receive one Air Keeper monitor and we could purchase more for \$250 a piece as we want to. The Sustainability Board



would like to approach businesses around town to see if they would sponsor additional monitors. After some discussion, the following action was taken:

**MOTION:**

Councilmember Selberg made a motion to approve the \$450 donation from the Town to Clean Air Carolina. Second was made by Councilmember Russo. **The motion passed 7-0.**

Discussion then moved to officially approving the appointment of the current members of the Sustainability Advisory Board. These seven members have already been serving unofficially for many months to get it established, create its by-laws, mission, strategy and plans. Each proposed member is listed below along with their term length:

1. Scott Noel – 2-year term – Chair (1yr)
2. Scott Crew – 2-year term – Vice-Chair (1 yr)
3. Virginia Halter – 2-year term – Secretary (1 yr)
4. Vince Houston – 2-year term
5. Ken Huster – 2-year term
6. Mark Viehweg (dba Mark Allen) – 1-year term
7. Tim Morris – 1-year term

**MOTION:**

Councilmember Selberg made a motion to appoint the seven members proposed to the Sustainability Advisory Board. Second was made by Councilmember Russo. **The motion passed 7-0.**

- Transgender Day of Remembrance Proclamation

**1E.**

**PUBLIC COMMENT**

- Christina Holder, 5925 Roberta Road, Harrisburg – Asked what the Town is doing about the recent flooding in her area.

**2.**

**CONSENT AGENDA**

- A. Consider the minutes of the November 9, 2020 Town Council Meeting
- B. Consider the minutes of the November 9, 2020 Closed Session
- C. Consider approval of Harris Depot Road for Street Acceptance and Related Value

**MOTION:**

Councilmember Selberg made a motion to approve the Consent Agenda. Second was made by Councilmember Russo. **The motion passed 7-0.**

**3A.**

**COMMUNICATIONS**

**TOWN MANAGER/FINANCE REPORT**

Manager Report:

- Encouraged everyone to utilize the Cabarrus Health Alliance website for COVID-19 updates and information. They have now added a section for vaccine availability also.
- Back in March, the Town shut down all public facing facilities for a while due to COVID-19 and much of our workforce adapted to remote working. Due to the rising number of cases in Cabarrus County we have decided to shut down our facilities again, beginning tomorrow. There will be no interruption in services to the public, they just will not have the ability to come into our facilities in person.
- We have had a request from the Town Center property owner to extend the expiration of the Center City zoning designation for undeveloped parcels in the Town Center for 30 days. The current Center City zoning expires March 1, 2021, and if not extended would revert to PUD. The property owner needs extra time to get their site plan revision completed. After some discussion, the following action was taken:

**MOTION:**

Mayor Pro-Tem Smith made a motion to extend the expiration of the Center City zoning designation in Town Center for 60 days to give the property owner time to complete the site plan revision. Councilmember Dellinger made the second. **The motion passed 7-0.**

Mayor Sciascia asked if there was any way to make changes to that PUD. Mr. Brigman stated that staff can present options to Council prior to next month's meeting. Councilmember Dellinger would like to see the original zoning application for Town Center. Councilmember Dellinger also asked about the TIA process. Mr. Brigman stated that the Town has adopted the current regulations and requirements that we have for conducting a TIA and we expect to continue using those moving forward. Mr. Nepal stated that what they have found looking through TIAs currently in the pipeline, is that they are working and so the recommendation is to continue what we are doing until we adopt the UDO update, and any changes would be incorporated as a part of that update. There was some discussion that the process adopted was for 6 months, so it needs to come back to Council to be extended. Mr. Brigman will put that on the January agenda. Mayor Pro-Tem Smith asked if there was a model to look at to compare data. Mr. Nepal stated he might be able to share one of the draft TIAs for Council to look at. There were also questions about who was going to be responsible for making required traffic flow changes with the development of Town Center. The developer will ultimately be responsible for any changes necessary due to the project.

**Law Enforcement Update:**

Sgt. Chad Sloop presented the Law enforcement report.

**Finance Report:**

Finance Director Brian Lee presented the Finance report.

**3B.****COMMUNICATIONS****MAYOR'S COMMENTS**

- The Racial Equity Taskforce has several subgroups that are working now and will bring feedback to Council early next year. Working to rollout surveys to the public addressing three areas – Police, Health and Education. The police one will come first. Also contacted other Mayors in the area and the County to see if they want to participate but haven't heard back yet.
- There are four meetings coming up that Council needs to have: School of Government facilitation and team building session, Law Enforcement Study discussion, Council Budget Retreat, and Diversity and Racial Equity workshop. We need to get dates for these nailed down before we get into budget season. We can combine the Law Enforcement Study and budget retreat into an all-day Saturday meeting. Mr. Brigman will check with the School of Government to see if the facilitators are available for the first one either the first or second weekend in January and then get dates sent out for the others as well.

**3C.****COMMUNICATIONS****COUNCIL'S COMMENTS****Mayor Pro-Tem Smith**

- Wanted to make sure the Town has no ownership of land in front of the old campground on Morehead Road where trucks are dumping mud and just making a mess there. Mr. Brigman stated that we do not have ownership there and Morehead Road is also a state road, so we have been in contact with both NCDOT and Republic Waste to express our concerns and pass on complaints we have received.
- Asked if the Town street sweeper is operating as normal right now. Mr. Brigman stated that it is on normal schedule but if anyone sees an area that needs to be addressed, please let us know.

**Councilmember Selberg**

- Although they had hoped to start meeting in person soon, the HBA is continuing to meet online in light of the current COVID-19 situation.

**Councilmember Dellinger**

- Would like to see if it would be feasible for the three surveys being worked on by the Racial Equity Taskforce to be pushed out at the same time and by mail, not just online. After some discussion, it was determined that

two of the surveys are not ready to go out yet and we could put stuffers in the December water bill pointing to the Police survey online.

- Reminded everyone about the officer who was killed in the line of duty last week in Mount Holly. Asked everyone to please remember this officer and his family with a moment of silence. Also thanked all of the first responders in Harrisburg for their work for the citizens of the Town and other Harrisburg staff for their work during this pandemic.
- Reminded everyone that this holiday season is about peace and wished everyone a Merry Christmas.

#### **4A.**

#### **PUBLIC HEARING**

**Public Hearing to consider the refunding of five of the Town's existing installment loans and the related financing agreement, per N.C.G.S. 160A-20; and to adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20.** The Town has recently authorized using Revenue bonds as another form of capital financing in the Water and Sewer Fund for its current and projected capital project funding needs.

The Revenue bonds allow the Town to be able to pledge the future net revenues of the water and sewer system as a whole instead of physical water and sewer assets, which are often undesirable pieces of collateral that banks and other lenders are not overly interested in having as security on their debt.

Lenders are typically agreeable to these loans as long as there are other assets (buildings in most cases) that can be pledged alongside the water or sewer lines to help collateralize the loan with more attractive assets.

Following approval to call this Public Hearing in November, an RFP was issued on November 10, 2020 to solicit bids to refinance the following loans totaling approximately \$8,500,000:

From the Water and Sewer Fund:

1. Public Works Facility
2. Pharr Mill Waterlines
3. 2012 Wells
4. Rocky River Waterlines

From the General Fund:

1. Fire Station #3

In total, 62 financial institutions were solicited by our financial advisors and 6 bids were received for this financing. These included: Capital One, First Bank, JP Morgan, Sterling National Bank, TD Bank, and Truist.

After thoroughly reviewing all bids, TD Bank was selected to move forward in the process. Further analysis of each of their proposal details helped staff to determine that TD Bank's 12-year proposal at 1.19% would be the best option for the Town at this time.

The selected refunding shows that the Town will see approximately \$441,000 in interest savings in total over the next 12 years, with \$74,000 in the General Fund and \$367,000 in the Water and Sewer Fund. The main objective, however, is to deleverage the water and sewer system infrastructure to setup the Town for the most attractive revenue bond position in Spring 2021, without the need to disclose multiple pledged assets throughout the system.

It is important to note that each respective department is still responsible for its portion of the existing debt being refunded, as this move merely shifts the collateral supporting the loan from revenue generating, Water and Sewer assets.

#### **NEXT STEPS**

December 14, 2020 (Town Council Meeting):

- Select TD Bank as the winning bidder.
- Approve the attached findings resolution authorizing an application to be filed to the LGC.

January 5, 2021:

-LGC considers approval of the financing.

January 11, 2021:

-Town Council Meeting - adopt final resolution, approving the final financing contract.

January 15, 2021:

-Close the loan with TD Bank.

Public Hearing was opened.

Speaking: none

Public Hearing was then closed.

**MOTION:**

Councilmember Russo made a motion to adopt the resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20. Second was made by Councilmember Selberg. **The motion passed 7-0.**

**5.**

**OLD BUSINESS**

None

**6A.**

**NEW BUSINESS**

**Consideration of Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for Harrisburg Park Redevelopment Project – Phase 1.** This is a Budget Amendment request related to the Harrisburg Park expansion project. The project is currently about 90% complete, with an expected completion date sometime in late January. However, during the course of the last phases of the project, certain areas of the project have been identified that require additional funding to complete the project at a high level.

This budget amendment is necessary due to several factors, but mostly due to higher than expected costs associated with certain parts of the project that were either not fully designed when the original contract was signed, or due to cost overruns in early phases of the project such as storm water infrastructure. Many of these details were not fully designed at the start of the project due to our attempt to fast-track the construction timeline to allow for Town-sponsored events at the park. In these instances, allowances or estimates were assumed for portions of the project that proved to be insufficient to cover the actual costs.

Additional issues have arisen due to poor or incomplete design and poor functionality in the real-world environment. Other decisions during the course of the project increased cost as the contractor and staff worked to complete the project at a high standard.

Over the last several weeks, staff from our Parks & Recreation Department, Public Works & Engineering Department, and management staff have been working with the architect and Construction Manager to determine items that need to be addressed as the construction project nears completion. In addition to the collective feedback from these individuals, a third-party land development consultant has been brought in to assist in determining the remaining needs of the park project (a summary of their findings will be provided before the meeting).

The following is a summary list of the anticipated needs of the project, along with estimated costs:

- Additional sidewalks: \$50,000
- Address Parking Space/Road Width Issues: \$65,000
- Additional Landscaping: \$60,000
- Three (3) Sets of Stairs to access various multi-purpose fields: \$90,000
- Address ADA Issues outside of contractor responsibility: \$30,000
- Furniture and Fixtures: \$50,000
- Increase Walking Track Width: \$70,000
- Increase concrete apron around Concession Building: \$40,000

- Install patio area around Hagler Family flagpole: \$10,000
- Address Amphitheater lawn slope: Dependent upon solution, but estimated at \$25,000
- Address storm drain locations and issues: \$20,000
- Additional Retaining Walls needed for slope and landscaping issues: \$60,000
- Park Street Entry Gates: \$35,000
- Entry Gate at Splash Pad: \$10,000
- Retaining Wall Security/Climbing Issues: \$10,000
- Contingency: \$25,000
- **Total Estimated Amount: \$650,000**

Staff will continue to inspect and audit the project to determine if any of the identified expenses are the responsibility of the contractor or architect to address. In these instances, staff will ensure that the improvements are made to meet our expectations, and that the financial liability is mitigated for the Town.

The funding for these improvements is proposed to come from the Capital Reserve Fund, a specialized fund used for large capital project expenses. Last year, the Town transferred roughly \$1 million more than anticipated to the Capital Reserve Fund due to expenditures of the Town coming in lower, and revenues higher, than anticipated. In our current budget, we also expect to have significantly lower expenses due to the impacts of COVID-19, so additional funding may be available in our Capital Reserve Fund. Specifically, in the Parks & Recreation budget, we cancelled several events this year, including the July 4<sup>th</sup> festival. As a result, over \$150,000 will not be spent on special events alone, which at the end of the fiscal year will be transferred to our Capital Reserve Fund.

The allocation of these Capital Reserve funds does not impact any current or future identified Capital Improvement Plans for the Town and does not take away any identified funding from any department; it merely utilizes unexpected capital funding now available to the Town.

If actual expenses associated with the improvements are less than estimated, those funds will transfer back to the Capital Reserve Fund at the end of the project.

The overall goal is to complete the Harrisburg Park project at a high level and open the park fully without any deficiencies or areas that would need future improvement.

Staff recommends approving the necessary budget amendment of \$650,000 to complete the Harrisburg Park project.

The items noted above will have to be determined as to which go into GMP and which stay outside. Once that is determined, staff will return to Council with a recommended change to GMP at a future meeting.

Councilmember Russo stated that Council would not be approving this request tonight. They would like to have Public Works and Engineering Director, Rob Donham take over this park project, with oversight from Assistant Town Manager Lee Connor. Council would like Mr. Brigman to concentrate more on getting ready for the budget process and hiring a new Parks and Recreation Director. Direction from Council is to have Mr. Donham audit the as-builts and phases of completion to date. Figure out what all of the deficiencies are and of those, what are the contractor's responsibility to correct and then what the Town will be responsible for. Bring more refined estimates back to Council for consideration once that is complete. Even if it means completion of the park project will stall for a bit, let's take the time to make sure everything is done properly.

#### **MOTION:**

Councilmember Selberg made a motion to defer the Project Ordinance Amendment and FY2021 Budget Ordinance Amendment to complete the Harrisburg Park project. Second was made by Councilmember Staton-Williams.

Additional discussion was held, surrounding the ability for Mr. Donham to be able to take on this additional responsibility at this time. Council would really prefer to have an Engineer overseeing this project, and trust that Mr. Donham is capable of managing the project. Project is at budget right now so we cannot spend any further funds until some of this is figured out. Council is fine with the project slowing down and taking longer to complete as long as it is

done correctly. Council would like to see a list of everything the contractor is responsible for by next Monday. Councilmember Patrick would also like to see the project file with all reports, notes, etc.

Following discussion, Councilmember Selberg withdrew his motion and Councilmember Staton-Williams withdrew her second. No action will be taken by Council on this request and they will wait until Mr. Donham completes his audit and brings more information back before considering spending more money on this project.

#### **6B.**

##### **NEW BUSINESS**

**Consider 2021 appointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).** Each year the NCDOT requires the MPO to supply a list of current TAC and TCC representatives along with their alternates. Currently, Mayor Pro-Tem Ron Smith is the appointed member of the TAC, with Councilmember Diamond Staton-Williams serving as the alternate.

Sushil Nepal is the staff appointed member of the TCC, with Rob Donham serving as the alternate.

Council can choose to have the existing members continue to serve in these roles for 2021 or choose to change one or more of the appointments.

##### **MOTION:**

Councilmember Dellinger made a motion to reappoint Mayor Pro-Tem Smith to the TAC, with Councilmember Staton-Williams as the alternate and reappoint Sushil Nepal to the TCC, with Rob Donham as the alternate. Second was made by Councilmember Russo. **The motion passed 7-0.**

#### **6C.**

##### **NEW BUSINESS**

**Consider 2021 Centralina Regional Council Delegate and Alternate Appointments.** The Centralina Regional Council has asked us to appoint a delegate and alternate for 2021. The current delegate is Councilmember Selberg, and the alternate is Mayor Sciascia.

Council can choose to have the existing members continue to serve in these roles for 2021 or choose to change one or more of the appointments.

After some discussion, the following action was taken:

##### **MOTION:**

Councilmember Dellinger made a motion to reappoint Councilmember Selberg as the delegate for the Centralina Regional Council, with Mayor Sciascia as the alternate. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

#### **7.**

##### **ACTION ITEMS**

- Council agrees to the grant application for the EV charging station in Harrisburg Park
- Air Keepers Subscription
- Approved Sustainability Advisory Board members as recommended
- Bring back various numbers related to fees of the utility customers
- 60-day extension for the rezoning of Town Center
- Provide original plans for Town Center to Council
- Add TIA extension and discussion to the January agenda with sample data provided
- Work to schedule the 4 workshops identified by the Mayor. Staff will get facilitator schedules and provide those to Council. Looking for early January
- Get survey information into water bills as a stuffer for month of December

#### **8.**

##### **CLOSED SESSION**

##### **MOTION:**

Councilmember Selberg made a motion to go into Closed Session to discuss personnel matters. Second was made by Councilmember Russo. **The motion passed 7-0.**

Upon returning from Closed Session the following action was taken:

**MOTION:**

Councilmember Dellinger made a motion to come out of Closed Session and return to regular business. Second was made by Councilmember Selberg. **The motion passed 7-0.**

**9.**

**ADJOURNMENT:**

**MOTION:**

There being no further business, Councilmember Selberg made a motion to adjourn the meeting. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

ATTEST:

\_\_\_\_\_  
Steve Sciascia, Mayor

\_\_\_\_\_  
Janet Rackley, Town Clerk

Frances Haven Road and Stormwater Estimate  
 Prepared by Town of Harrisburg Engineering Staff

| Description                                                           | Quantity                   | Unit | Unit Price Estimate | Total         |
|-----------------------------------------------------------------------|----------------------------|------|---------------------|---------------|
| Dual 60" Pipe Culvert                                                 | 87.02                      | LF   | \$ 340.00           | 29586.80      |
| 15                                                                    | 338.02                     | LF   | \$ 26.00            | 8788.52       |
| 18                                                                    | 67.35                      | LF   | \$ 29.00            | 1953.15       |
| 24                                                                    | 175.22                     | LF   | \$ 35.00            | 6132.70       |
| Dual 60" Headwall                                                     | 2                          | EA   | \$ 5,400.00         | 10800.00      |
| Curb Inlet                                                            | 10                         | EA   | \$ 1,785.00         | 17850.00      |
| Yard Inlet                                                            | 2                          | EA   | \$ 1,785.00         | 3570.00       |
| 15" FES                                                               | 1                          | EA   | \$ 900.00           | 900.00        |
| Rip Rap Aprons                                                        | 1400                       | SF   | \$ 1.50             | 2100.00       |
|                                                                       | Stormwater Subtotal        |      |                     | \$ 81,681.17  |
| Frances Haven Drive (800' at 20' Wide)                                | 1778                       | SY   | \$ 31.00            | 55111.11      |
| Albiza Drive (245' at 20' Width)                                      | 544                        | SY   | \$ 31.00            | 16877.78      |
| 5' Concrete Sidewalk                                                  | 911                        | SY   | \$ 9.00             | 8200.00       |
| ADA Ramps                                                             | 6                          | EA   | \$ 800.00           | 4800.00       |
| Curb and Gutter                                                       | 1640                       | LF   | \$ 12.00            | 19680.00      |
|                                                                       | Pavement/Sidewalk Subtotal |      |                     | \$ 104,668.89 |
| Grand Total Engineer's Estimates for Road and Stormwater Improvements |                            |      |                     | \$ 186,350.06 |

This estimate is for the installed road and storm drainage improvements in the Frances Haven Subdivision. Town Staff utilized 2020 construction contract invoices and bond estimates to determine rates, which include labor to construct.

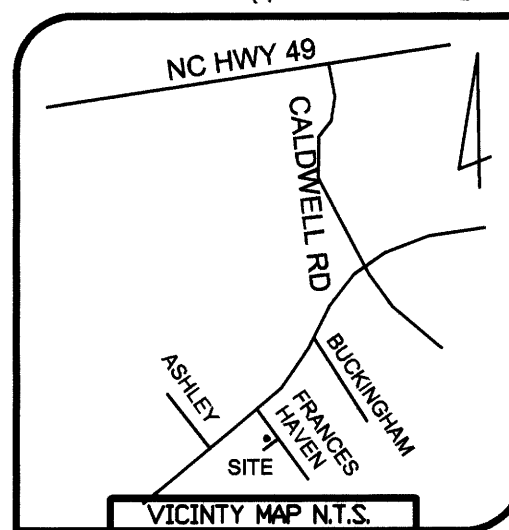




# 23556

Bk 58

Pg 9



**TOM QUERY ROAD  
EXISTING PUBLIC R/W**

**FRANCES HAVEN DRIVE  
EXISTING 50' PUBLIC R/W**

**ALBIZA DRIVE  
EXISTING 50' PUBLIC R/W**

# NOTES:

1. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS-OF-WAY OR EASEMENTS NOT OBSERVED.
2. PROPERTY ZONED: RM 1 / SETBACKS ARE AS FOLLOWS:  
FRONT: 25' / SIDE: 10' / REAR: 25'
3. IRON PINS ARE AT ALL CORNERS UNLESS OTHERWISE NOTED
4. PROPERTY IS NOT LOCATED W/N 2000' OF A NCGS MONUMENT.
5. TOWN OF HARRISBURG WATER AND SANITARY SEWER IS AVAILABLE
6. BOUNDARY PREDICATED BY MONUMENTS FOUND AND RECORD INFORMATION AS SHOWN.
7. AREAS DETERMINED BY THE COGO CALCULATION METHOD.
8. REFERENCE ALL DEEDS AND PLATS AS SHOWN.
9. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND.
10. THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAPS.  
PANEL# 3710560600J, EFFECTIVE NOVEMBER 5, 2008

PLAT NORTH  
Reference: MB 56 PG 73



FILED Sep 10, 2009 03:58 pm  
BOOK 00058  
PAGE 0009 THRU 0009  
INSTRUMENT # 23556

FILED  
CABARRUS  
COUNTY NC  
LINDA F. McABEE  
REGISTER  
OF DEEDS

I, JONATHAN MARSHALL, REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

9-10-09  
DATE

*Jonathan Marshall*  
REVIEW OFFICER

## CERTIFICATE OF FINAL PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF HARRISBURG AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE HARRISBURG TOWN COUNCIL, OR THEIR DESIGNATED REVIEW COMMITTEE, SUBJECT TO ITS BEING RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW

9-10-09  
DATE

*Shuaq Walker*  
DIRECTOR OF PLANNING

## CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.

I HEREBY CERTIFY THAT ALL STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER IMPROVEMENTS HAVE BEEN DESIGNED AND ACCORDING TO SPECIFICATIONS AND STANDARDS OF HARRISBURG AND THE STATE OF NORTH CAROLINA IN THE FRANCES HAVEN SUBDIVISION.

9-10-09  
DATE

*Shuaq Walker*  
DIRECTOR OF PUBLIC FACILITIES

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS OPEN SPACE AND EASEMENTS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE TOWN OF HARRISBURG, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER A CERTIFICATE OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS, WHICHEVER OCCURS LATER.

9/9/09  
DATE

*Charlotte 23 LLC*  
OWNER

## LEGEND:

EIP - EXISTING IRON PIN (& #4 REBAR)  
NIP - NEW IRON PIN (& #4 REBAR)  
CP - COMPUTED POINT  
P/P - POWER POLE  
R/W MON - RIGHT-OF-WAY MONUMENT  
R/W - RIGHT OF WAY  
PVMT. - PAVEMENT  
CONC. - CONCRETE

PSDE - PUBLIC STORM DRAINAGE EASEMENT  
PWR - POWER  
HVAC - HEATING VENTILATION AND COOLING  
UTIL - UTILITIES  
ESMT. - EASEMENT  
CL - CENTER LINE

**FINAL PLAT OF  
LOT 3  
PHASE 1 MAP 2 OF FRANCES HAVEN SUBDIVISION**  
Part of Pin# 5506 09 0173 \* MB 56-73 \* DB 7865-15

**SURVEY FOR:  
CHARLOTTE 23, LLC  
4830 ALBEMARLE ROAD \* CHARLOTTE NC 28205**

60' 0 60' 120'

DATE: SEPTEMBER 2009  
SCALE: 1"=60'  
TOWN OF HARRISBURG  
TOWNSHIP # 1  
COUNTY: CABARRUS  
STATE: NORTH CAROLINA

**HARRISBURG  
SURVEYING**  
4555 HIGHWAY 49  
HARRISBURG, N.C. 28075  
PHONE: 704-455-8553  
FAX: 704-455-9008

DRAWN BY: SDG  
COMP BY: JTW  
REVISION #1:  
JOB# 090707  
MSCAD31: Frances Haven

THE STATE OF NORTH CAROLINA  
I, JAMES T. WEST, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION, USED DESCRIPTION RECORDED IN BOOK 706 PAGE 15, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1/23,888", THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATED FROM INFORMATION FOUND AS NOTED.  
WITNESS MY HAND AND SEAL THIS DAY OF 1998.

*J. West* 9/10/09  
JAMES T. WEST  
L-3392  
REG. NO.

I, JAMES T. WEST, REGISTERED LAND SURVEYOR NUMBER L-3392 HEREBY CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED

1. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
2. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
3. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.
4. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
5. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT, I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A THROUGH D ABOVE.

N/F  
CHARLOTTE 23, LLC  
DB 7870 PG 73  
PIN# 5506 08 1797  
ZONED RE

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 08 4851

LOT 52  
HUNTWICK  
SECTION 3  
MB 20 PG 43  
ZONED RL

LOT 53  
HUNTWICK  
SECTION 3  
MB 20 PG 43  
ZONED RL

N/F  
KENNETH MORRIS  
DB 548 PG 364  
PIN# 5506 09 5375  
ZONED RE

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 09 8012

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 08 2978

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 09 3285

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
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MB 56 - 73

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MB 56 - 73

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PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
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PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

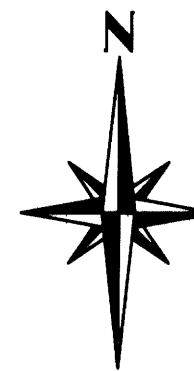
COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73



Instrument # 05457

Book 58 pg. 89

PLAT NORTH  
Reference: MB 56 PG 73

## NOTES:

1. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS-OF-WAY OR EASEMENTS NOT OBSERVED.
2. PROPERTY ZONED: RM 1 / SETBACKS ARE AS FOLLOWS:  
FRONT: 25' / SIDE: 10' / REAR: 25'
3. IRON PINS ARE AT ALL CORNERS UNLESS OTHERWISE NOTED
4. PROPERTY IS NOT LOCATED W/N 2000' OF A NCGS MONUMENT.
5. TOWN OF HARRISBURG WATER AND SANITARY SEWER IS AVAILABLE
6. BOUNDARY PREDICATED BY MONUMENTS FOUND AND RECORD INFORMATION AS SHOWN.
7. AREAS DETERMINED BY THE COGO CALCULATION METHOD.
8. REFERENCE ALL DEEDS AND PLATS AS SHOWN.
9. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND.
- 10 THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAPS.  
PANEL# 3710550600J, EFFECTIVE NOVEMBER 5, 2008

I, JONATHAN MARSHALL, REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

3-12-10  
DATE

*Jonathan Marshall by Joshua L. Watkins*  
REVIEW OFFICER

## CERTIFICATE OF FINAL PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF HARRISBURG AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE HARRISBURG TOWN COUNCIL, OR THEIR DESIGNATED REVIEW COMMITTEE, SUBJECT TO ITS BEING RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW

3-12-10  
DATE

*Joshua L. Watkins*  
DIRECTOR OF PLANNING

## CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS:

I HEREBY CERTIFY THAT ALL STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER IMPROVEMENTS HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS AND STANDARDS OF HARRISBURG AND THE STATE OF NORTH CAROLINA IN THE FRANCES HAVEN SUBDIVISION.

3-12-10  
DATE

*Denk Sum*  
for DIRECTOR OF PUBLIC FACILITIES

## CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS OPEN SPACE AND EASEMENTS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE TOWN OF HARRISBURG, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER A CERTIFICATE OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS, WHICHEVER OCCURS LATER.

3-12-10  
DATE

OWNER

## LEGEND:

EIP - EXISTING IRON PIN (#4 REBAR)  
NIP - NEW IRON PIN (#4 REBAR)  
CP - COMPUTED POINT  
P/P - POWER POLE  
R/W MON. - RIGHT-OF-WAY MONUMENT  
R/W - RIGHT OF WAY  
P/MT - PAVEMENT  
CONC. - CONCRETE  
PSDE - PUBLIC STORM DRAINAGE EASEMENT  
PWR - POWER  
HVAC - HEATING VENTILATION AND COOLING  
UTIL - UTILITIES  
ESMT - EASEMENT  
CL - CENTER LINE

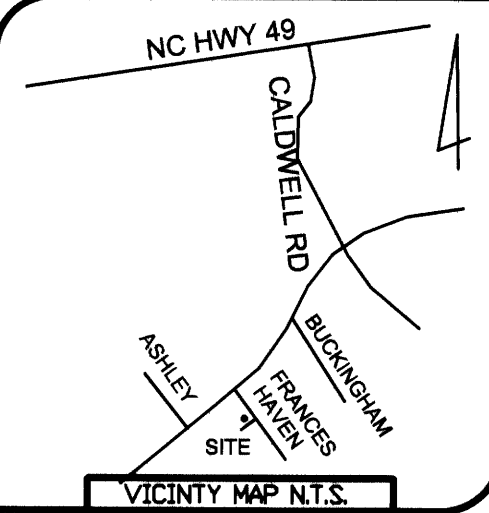
**FINAL PLAT OF  
LOT 5  
PHASE 1 MAP 3 OF FRANCES HAVEN SUBDIVISION**  
Part of Pin# 5506 08 2978 \* MB 56-73 \* DB 7865-15  
**SURVEY FOR:**  
**CHARLOTTE 23, LLC**  
**4830 ALBEMARLE ROAD \* CHARLOTTE NC 28205**

DATE: OCTOBER 2009  
SCALE: 1"=60'  
TOWN OF HARRISBURG  
TOWNSHIP # 1  
COUNTY: CABARRUS  
STATE: NORTH CAROLINA

60' 0 60' 120'

**HARRISBURG  
SURVEYING**  
4555 HIGHWAY 49  
HARRISBURG, N.C. 28075  
PHONE: 704-455-9553  
FAX: 704-455-9008

DRAWN BY: SDG  
COMP BY: JTW  
REVISION #1:  
JOB#: 090707  
MSCAD3.1  
Frances Haven



**TOM QUERY ROAD  
EXISTING PUBLIC R/W**

**FRANCES HAVEN DRIVE  
EXISTING 50' PUBLIC R/W**

**ALBIZA DRIVE  
EXISTING 50' PUBLIC R/W**

THE STATE OF NORTH CAROLINA  
I, JAMES T. WEST, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK 7865 PAGE 15; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1/23,000' - THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATED FROM INFORMATION FOUND AS NOTED.  
WITNESS MY HAND AND SEAL THIS 9th DAY OF OCTOBER 2009

*James T. West*  
JAMES T. WEST  
L-3392  
REG. NO.

I, JAMES T. WEST, REGISTERED LAND SURVEYOR NUMBER L-3392 HEREBY CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED

- THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.
- THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT, I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A. THROUGH D. ABOVE.

LOT 20  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

LOT 19  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

LOT 18  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

LOT 1  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

LOT 2  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

LOT 3  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 4  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 5  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 6  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 7  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 8  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 9  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 10  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 11  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 12  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 13  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 14  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 15  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 16  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 17  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 18  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 19  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

LOT 20  
FRANCES HAVEN  
PHASE 1, MAP 2  
MB 56 - 73

N/F  
KENNETH MORRIS  
DB 548 PG 364  
PIN# 5506 09 5375  
ZONED RE

FILED Mar 17, 2010 10:13 am  
BOOK 00058  
PAGE 0089 THRU 0089  
INSTRUMENT # 05457

FILED  
CABARRUS  
COUNTY NC  
LINDA F. McABEE  
REGISTER  
OF DEEDS

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 09 3285

COMMON OPEN SPACE  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 09 6012

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 08 2978

N/F  
CHARLOTTE 23, LLC  
DB 7870 PG 73  
PIN# 5506 08 1797  
ZONED RE

FUTURE DEVELOPMENT  
FRANCES HAVEN  
PHASE 1, MAP 1  
MB 56 - 73  
PIN# 5506 08 4851

LOT 52  
HUNTWICK  
SECTION 3  
MB 20 PG 43  
ZONED RL

LOT 53  
HUNTWICK  
SECTION 3  
MB 20 PG 43  
ZONED RL



FILED Apr 24, 2014 11:38 am  
BOOK 00065  
PAGE 0065 THRU 0065  
INSTRUMENT # 08039  
EXCISE TAX \$0.00  
FILED  
CABARRUS  
COUNTY NC  
WAYNE NIXON  
REGISTER  
OF DEEDS

I, GREGORY BELK, REVIEW OFFICER OF CABARRUS COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

4/24/14 DATE  
Greg D. Belk REVIEW OFFICER

#### CERTIFICATE OF FINAL PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF HARRISBURG AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE HARRISBURG TOWN COUNCIL, OR THEIR DESIGNATED REVIEW COMMITTEE, SUBJECT TO ITS BEING RECORDED WITH THE CABARRUS COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF THE DATE BELOW

4-24-14 DATE  
John D. Walker DIRECTOR OF PLANNING

#### CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER IMPROVEMENTS HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS AND STANDARDS OF HARRISBURG AND THE STATE OF NORTH CAROLINA IN THE FRANCES HAVEN SUBDIVISION.

4-24-14 DATE  
for DIRECTOR OF PUBLIC FACILITIES

#### CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HARRISBURG, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT AND ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, WALKS, PARKS, OPEN SPACE AND EASEMENTS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE TOWN OF HARRISBURG, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER A CERTIFICATE OF APPROVAL HAS BEEN EXECUTED BY THE CITY, OR AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS, WHICHEVER OCCURS LATER.

4/24/14 DATE  
OWNER

#### LEGEND:

EIP - EXISTING IRON PIN (#4 REBAR)  
NIP - NEW IRON PIN (#4 REBAR)  
CP - COMPUTED POINT  
P/P - POWER POLE  
R/W MON. - RIGHT-OF-WAY MONUMENT  
R/W - RIGHT OF WAY  
P.V.M.T. - PAVEMENT  
CONC. - CONCRETE  
PSDE - PUBLIC STORM DRAINAGE EASEMENT  
PWR - POWER  
HVAC - HEATING VENTILATION AND COOLING  
UTIL - UTILITIES  
ESMT. - EASEMENT  
CL - CENTER LINE

### FINAL PLAT OF LOT 4 and LOTS 6 - 17, Phase 1, Map 4 of FRANCES HAVEN SUBDIVISION

Pin#5506 08 4851 & 5506 09 0140, 2091, 3285 & 6012  
MB 56-73 \* DB 7865-15

SURVEY FOR: CHARLOTTE 23, LLC  
10812-D PROVIDENCE ROAD, STE. # 493 / CHARLOTTE NC 280277

60' 0 60' 120'

|                                    |                                                                                       |                                |
|------------------------------------|---------------------------------------------------------------------------------------|--------------------------------|
| DATE: MARCH 2014                   |                                                                                       | DRAWN BY: SDG                  |
| SCALE: 1"=60'                      |                                                                                       | COMP BY: JTW                   |
| TOWN OF HARRISBURG<br>TOWNSHIP # 1 |                                                                                       | REVISION #1:                   |
| COUNTY: CABARRUS                   |                                                                                       | JOB# 090707                    |
| STATE: NORTH CAROLINA              | 115 PLAZA DRIVE<br>HARRISBURG, N.C. 28075<br>PHONE: 704-455-9553<br>FAX: 704-455-9008 | MSCAD3.1:<br>Fran Haven, Final |

| NUM | DISTANCE | BEARING     |
|-----|----------|-------------|
| L1  | 61.75'   | S70°57'09"W |
| L2  | 53.59'   | S71°31'39"E |
| L3  | 37.15'   | N45°21'48"W |
| L4  | 39.41'   | N61°42'29"W |
| L5  | 15.00'   | N44°35'13"W |
| L6  | 16.58'   | N40°21'07"W |
| L7  | 15.21'   | N44°35'13"W |
| L8  | 60.00'   | N64°20'57"E |

| NUM | DELTA     | ARC    | RADIUS  | BEARING     | DISTANCE |
|-----|-----------|--------|---------|-------------|----------|
| C1  | 4°14'08"  | 20.33' | 275.00' | N42°28'09"W | 20.33'   |
| C2  | 13°16'34" | 5.79'  | 25.00'  | S46°59'24"E | 5.78'    |
| C3  | 40°41'31" | 17.76' | 25.00'  | S73°58'27"E | 17.38'   |
| C4  | 68°40'09" | 71.91' | 60.00'  | N59°59'08"W | 67.68'   |
| C5  | 53°56'30" | 56.49' | 60.00'  | N1°19'12"E  | 54.42'   |
| C6  | 30°46'56" | 32.24' | 60.00'  | N43°40'56"E | 31.85'   |
| C7  | 55°50'28" | 58.48' | 60.00'  | N86°59'38"E | 56.19'   |
| C8  | 78°42'05" | 82.42' | 60.00'  | S25°44'05"E | 76.09'   |
| C9  | 29°46'27" | 12.99' | 25.00'  | N1°16'16"W  | 12.85'   |
| C10 | 24°11'37" | 10.56' | 25.00'  | N28°15'18"W | 10.48'   |
| C11 | 4°14'08"  | 16.63' | 225.00' | N42°28'09"W | 16.63'   |
| C12 | 90°00'00" | 47.12' | 30.00'  | N89°35'13"W | 42.43'   |

#### NOTES:

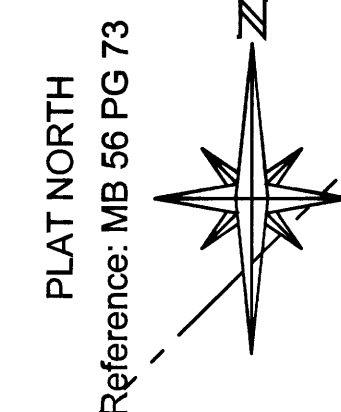
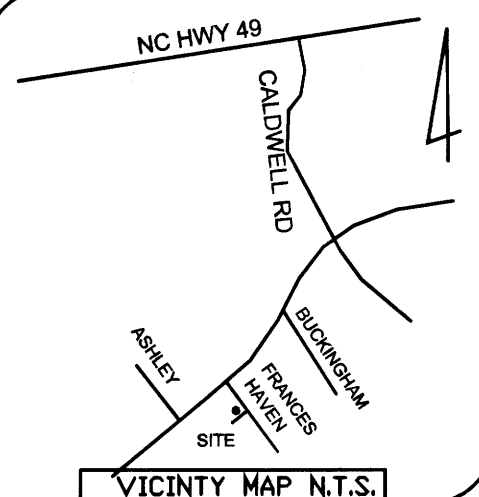
- PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS-OF-WAY OR EASEMENTS NOT OBSERVED.
- PROPERTY ZONED: RM 1 / SETBACKS ARE AS FOLLOWS: FRONT: 25' / SIDE: 10' / REAR: 25'
- IRON PINS ARE AT ALL CORNERS UNLESS OTHERWISE NOTED
- PROPERTY IS NOT LOCATED W/N 2000' OF A NCGS MONUMENT.
- TOWN OF HARRISBURG WATER AND SANITARY SEWER IS AVAILABLE
- BOUNDARY PRECATED BY MONUMENTS FOUND AND RECORD INFORMATION AS SHOWN.
- AREAS DETERMINED BY THE COGO CALCULATION METHOD.
- REFERENCE ALL DEEDS AND PLATS AS SHOWN.
- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND.
- THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAPS. PANEL# 371055060J, EFFECTIVE NOVEMBER 5, 2008

N/F  
KENNETH MORRIS  
DB 548 PG 364  
PIN#5506 09 5375  
ZONED RE

LOT 52  
HUNTWICK  
SECTION 3  
MB 20 PG 43  
ZONED RL  
PIN# 5506 08 6783

LOT 53  
HUNTWICK  
SECTION 3  
MB 20 PG 43  
ZONED RL  
PIN# 5506 08 5586

N/F  
CHARLOTTE 23, LLC  
DB 7870 PG 73  
PIN#5506 08 1797  
ZONED RE



TOM QUERY ROA  
EXISTING PUBLIC R/W

FRANCES HAVEN DRIVE  
EXISTING 50' PUBLIC R/W

ALBIZA DRIVE  
EXISTING 50' PUBLIC R/W

THE STATE OF NORTH CAROLINA  
I, JAMES T. WEST, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION; DEED DESCRIPTION RECORDED IN BOOK 7865 PAGE 15, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:23,000+-; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLATED FROM INFORMATION FOUND AS NOTED.  
WITNESS MY HAND AND SEAL THIS 4th DAY OF MARCH 2014

JAMES T. WEST  
L-3392

- I, JAMES T. WEST, REGISTERED LAND SURVEYOR NUMBER L-3392 HEREBY CERTIFY TO ONE OR MORE OF THE FOLLOWING, AS INDICATED
- THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
  - THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND
  - THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.
  - THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
  - THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT, I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A. THROUGH D. ABOVE

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

BOOK 56 PAGE 73  
BOOK 58 PAGE 9  
BOOK 58 PAGE 89  
BOOK 65 PAGE 65  
REQUEST FOR TOWN OF  
HARRISBURG TO ACCEPT  
ASPHALT & STORM DRAINAGE SYSTEMS  
FRANCES HAVEN DRIVE AND ALBIZA DRIVE  
FRANCES HAVEN SUBDIVISION

Whereas, this is to certify that the previous developer and original owner installed asphalt and storm drainage systems along Frances Haven Drive and Albiza Drive, which is recorded in Book 56 Page 73, dated September 4, 2008 and labeled as 50' Public Right-of-Way; and labeled as Frances Haven Drive and Albiza Drive; and is located in the Town of Harrisburg,

Whereas, existing right of way is measured 50 feet wide from road center,

Whereas, asphalt, curb, gutter, and sidewalk (\$104,668.89) and storm drainage systems (\$81,681.17) have been installed on these streets in Frances Haven Subdivision to the standards and specifications of the Town of Harrisburg Engineering Department,

Whereas, the Town of Harrisburg desires to accept the asphalt and storm drainage system from the developer, to be owned and maintained as part of the Town's public roadway and storm drainage systems.

The Town of Harrisburg seeks to accept the above mentioned asphalt, curb, gutter and sidewalk and storm drainage systems for the Frances Haven Subdivision into the Town's systems, to be owned and maintained as a part of the Town's public roadway and drainage systems.

Adopted this 11<sup>th</sup> day of January, 2021

---

Steven J. Sciascia, Mayor

Attest:

---

Janet Rackley, Town Clerk



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

To set a public hearing for Feb 08, 2021 to consider the annexation of six (6) parcels off of Rocky River Crossing Road associated with Shelby Woods Residential Subdivision.

#### **Presenting Personnel:**

Sushil Nepal, Planning & Economic Development Director

#### **Suggested Motion or Action:**

Motion to set a public hearing for February 08, 2021 to consider the annexation of six (6) parcels off of Rocky River Crossing Road associated with Shelby Woods Residential Subdivision.

#### **Description/Background:**

A Public Hearing is requested for February 08, 2021 to consider the annexation of six parcels off of Rocky River Crossing Rd, parcels 5507396578, 5507397641, 5507398753, 5507399893, 5507492809 and 5508403172. These properties are currently in the Town's Extra-Territorial Jurisdiction (ETJ) and are subdivided by right under the current zoning, no rezoning is required. The annexation request is associated with Shelby Woods Subdivision, the Construction Documents (CDs) for 13 single-family homes on these lots are currently under staff review. The annexation of these parcels is required to be able to connect to town provided utilities (water and sewer). These properties are contiguous to Harrisburg's corporate boundary.

A public hearing for the annexation of these properties will be held on February 08, 2021.

#### **Recommendation:**

Staff recommends setting the public hearing to consider annexation of these properties in the Town's ETJ.

#### **Fiscal Impact:**

The annexation has no direct fiscal impact as a result of the annexation itself, however, the result of the development on the annexed properties will both generate additional property tax revenue for the Town and add to the costs associated with providing the additional homes with Town services.

#### **Attachments:**

1. Harrisburg Annexation Application\_ShelbyWoods
2. ShelbyWoods Annexation Map
3. Certificate of Sufficiency
4. Resolution Fixing Date of Public Hearing





# Harrisburg NC

*The right side of opportunity*

## PETITION REQUESTING ANNEXATION

DATE: 7-15-2020

### TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Harrisburg.
2. The area to be annexed is:

☒ CONTIGUOUS

☐ NON-CONTIGUOUS

to the Town of Harrisburg and the boundaries of such territory are:

☐ ATTACHED

☐ DESCRIBED AS FOLLOWS:

PIN 5507396578 (Brookwood) IF Not Currently

PIN 5507397641 (Brookwood) "

PIN 5507399893 (Brookwood)

PIN 5507398753 (RL Childers) IF Not Currently

PIN 5507492809 (RL Childers)

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

#### 4. SIGNATURE OF OWNERS

NAME

ADDRESS

Brookwood By: [Signature] PIN 5507396578  
2208 Duxhak Lane Waxhaw NC 28173

RL Childers By: [Signature] PIN 5507398753  
5316 Teakwood Dr Kannapolis NC 28083

[Signature] Randy Childers





PETITION REQUESTING ANNEXATION

DATE: 9-11-2020

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Harrisburg.
2. The area to be annexed is:

☒ CONTIGUOUS

☐ NON-CONTIGUOUS

to the Town of Harrisburg and the boundaries of such territory are:

☐ ATTACHED

☐ DESCRIBED AS FOLLOWS:

PIN 5508403172 Jeffrey P McMenus

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.
4. SIGNATURE OF OWNERS

NAME

ADDRESS

Jeffrey P McMenus

41644 Snow Dr

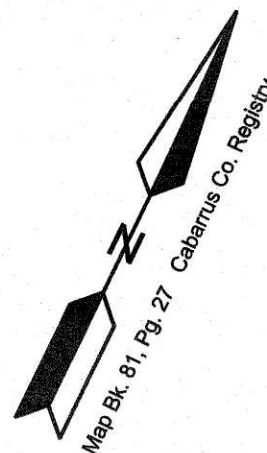
Harrisburg IN 47603





### LEGEND

R/W - RIGHT OF WAY  
(F) - FOUND  
(B) - BENT  
a/s - AS SHOWN

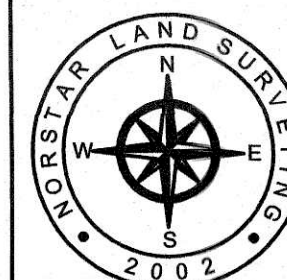


**Total Area**  
**398589.07 sf**  
**9.150 AC**

No improvements shown per client request.  
This map is a boundary survey for annexation only.

| Line | Bearing       | Distance |
|------|---------------|----------|
| L1   | N 24°10'04" E | 19.85'   |

Tie Line



**NORSTAR LAND SURVEYING, INC.**  
552-B Newell Street NW  
Concord, NC 28025  
Ph 704 721 6651  
Fax 704 721 6653  
Firm Lic. # C-2294

Prepared for: Brookwood Home Building & Remodeling, Inc.  
**9.150 AC - Rocky River Crossing Road**  
 Township No. 1 Cabarrus County, NC  
**ANNEXATION BOUNDARY SURVEY**

|      |                   |
|------|-------------------|
| DATE | December 23, 2020 |
|------|-------------------|

SCALE  
1" = 60'

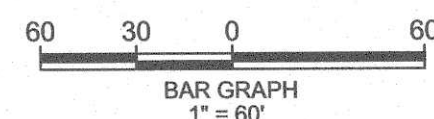
|         |       |
|---------|-------|
| NLS NO. | 18201 |
|---------|-------|

DRAWN BY  
S. Kimrey

CHECKED BY  
S. Dyer

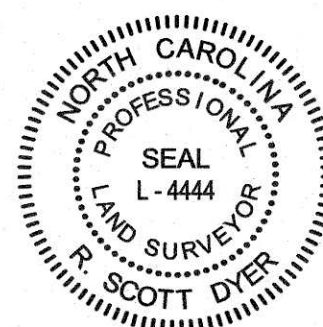
[illegible]

SHEET  
1 OF 1



I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13205, page 310, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated is 1:16,425; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). Witness my original signature, registration number and seal this 28th day of December, A.D., 2020.

R. Scott Dyer, PLS #4444



NOTES:

\* Map Reference - Shelby Woods, Lots #1-3 Dated January 18, 2019  
Map Bk. 81, Pg. 27 Recorded in Cabarrus Co. Registry  
Performed by R. Scott Dyer, PLS

\* 1/2" rebar found at all corners unless otherwise noted.

\* Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.



### CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 29th day of December 2020.

(Seal)



  
Janet Rackley, Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION  
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Harrisburg, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held (virtually) at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on February 8, 2021.

Section 2. The area proposed for annexation is described as follows:

Being located in Number 1 Township, Town of Harrisburg, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at a ½" rebar, said rebar being located on the northern right-of-way of Rocky River Crossing Road (60' Public R/W), thence with the property of now or formerly Jack L. Elledge (Deed Bk. 9856, Pg. 170) the following five (5) calls: (1) N 25°56'25" W 246.19 feet to a ½" rebar; (2) N 64°09'06" E 134.77 feet to a ¾" rebar; (3) N 24°10'04" E 240.45 feet to a ¾" rebar; (4) N 60°18'36" E 416.58 feet to a ½"; (5) N 60°20'06" E 293.49 feet to an axle, said axle being a common corner with now or formerly Lots #506 & 507, Rocky River Crossing, Phase 2, Map 9 Subdivision; thence with the property of Rocky River Crossing, Phase 2, Map 9, S 28°57'50" E 448.28 feet to a ½" rebar, said rebar being located on the northern right-of-way of Rocky River Crossing Road (60' Public R/W); thence with the northern right-of-way of Rocky River Crossing Road (60' Public R/W), the following two (2) calls: (1) S 64°08'15" W 317.07 feet to a ½" rebar, said rebar being a common corner with now or formerly R.L Childers, LLC (Deed Bk. 13205, Pg. 310); (2) S 64°07'00" W 734.39 feet to the POINT AND PLACE OF BEGINNING and containing 9.150 AC.

Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.

---

Steven J. Sciascia, Mayor

ATTEST:

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Janet Rackley, Town Clerk



## AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

---

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

- Section 1.** Amend the General Fund to account for replacement of the HVAC system at Fire Station #1, unit #2.
- Section 2.** To amend the General Fund, the appropriations are to be changed as follows:
- |                                   |          |
|-----------------------------------|----------|
| Increase line item 100-2100-57103 | \$ 8,000 |
| Capital Outlay                    |          |
| Project #: 2021-2100-006          |          |
- Section 3.** To amend the General Fund, the revenues are to be changed as follows:
- |                                                    |          |
|----------------------------------------------------|----------|
| Increase line item 100-49905                       | \$ 8,000 |
| Transfers In – Capital Reserve Fund – General Fund |          |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of January, 2021.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

---

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

- Section 1.** Amend the Capital Reserve Fund – General Fund to account for replacement of the HVAC system at Fire Station #1, unit #2.
- Section 2.** To amend the Capital Reserve Fund – General Fund, the appropriations are to be changed as follows:
- |                                   |          |
|-----------------------------------|----------|
| Increase line item 200-8500-59100 | \$ 8,000 |
| Transfers Out – General Fund      |          |
- Section 3.** To amend the Capital Reserve Fund – General Fund, the revenues are to be changed as follows:
- |                              |          |
|------------------------------|----------|
| Increase line item 200-48599 | \$ 8,000 |
| Appropriated Fund Balance    |          |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of January, 2021.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk





## **TOWN OF HARRISBURG**

### **Agenda Item Details**

**Title:**

Consideration of Adoption of 2021 Town Council Meeting Calendar

**Presenting Personnel:**

**Suggested Motion or Action:**

Motion to approve the attached 2021 Town Council meeting calendar.

**Description/Background:**

Attached is a list of all 2021 calendar year meeting dates. There are no conflicts with holidays during the 2021 calendar year, so all dates will hold to the second Monday of each month.

**Recommendation:**

Staff recommends approval of the attached meeting calendar.

**Fiscal Impact:**

N/A

**Attachments:**

1. 2021 Town Council Meeting Schedule



**2021**

## **Town Council Meeting Schedule**

---

All Town Council meetings are scheduled for the second Monday of each month at 6 p.m. at Town Hall, unless otherwise noted.

January 11, 2021

February 8, 2021

March 8, 2021

April 12, 2021

May 10, 2021

June 14, 2021

July 12, 2021

August 9, 2021

September 13, 2021

October 11, 2021

November 8, 2021

December 13, 2021



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

#### **Title:**

Consideration of Draft GMP Change Order #5, Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for Harrisburg Park Redevelopment Project - Phase I

#### **Presenting Personnel:**

Robert Donham, Town Engineer

#### **Suggested Motion or Action:**

Motion to approve the attached draft GMP Change Order #5, Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for the Harrisburg Park Redevelopment Project - Phase I.

#### **Description/Background:**

Over the last several weeks, Public Works & Engineering Department, Parks & Recreation Department, Finance Department, and Management staff have been working with the Construction Manager at Risk to determine items that need to be addressed as the construction project nears completion. The collective feedback from these individuals, a third-party land development consultant, and Town Council has been taken into consideration to develop the attached list of items.

The Total Estimated Amount for everything on this first list is \$680,943, and each has been labeled as either required, needed, or Council Consideration.

This list is only those items which we have received a top line construction estimate from the Construction Manager, each item will still need to go through our engineering departments change order negotiation process to ensure the best price possible, however these amounts should be considered a “not to exceed” amount that is authorized by Council. The other items, such as furniture and fixtures, and large items like additional parking spaces on Sims Parkway, Track Replacement, retaining walls, and misc. Parks Department requests that need more time and analysis to develop reliable costs on are being postponed until the February Council meeting.

Staff will continue to inspect and audit the project to determine if any of the identified expenses are the responsibility of the contractor or architect to address. In these instances, staff will ensure that the improvements are made to meet our expectations and that the financial liability is mitigated for the Town.

The funding for these improvements is proposed to come from the Capital Reserve Fund - General Fund, a specialized fund used for large capital project expenses. Last year, the Town transferred roughly \$1 million more than anticipated to the Capital Reserve Fund due to expenditures of the Town coming in lower, and revenues higher, than anticipated. In our current budget, we also expect to have significantly lower expenses due to the impacts of COVID-19, so additional funding may be available in our Capital Reserve Fund. Specifically, in the Parks & Recreation budget, we cancelled several events this year, including the July 4th festival. As a result, over \$150,000 will not be spent on special events alone, which at the end of the fiscal year will be transferred to our Capital Reserve Fund.

The allocation of the additional Capital Reserve funds does not impact any current or future identified Capital

Improvement Plans for the Town and does not take away any identified funding from any department; it merely utilizes unexpected capital funding now available to the Town.

If actual expenses associated with the improvements are less than estimated, those funds will transfer back to the Capital Reserve Fund at the end of the project.

The overall goal is to complete the Harrisburg Park Project at a high level and open the park fully without any deficiencies or areas that would need future improvement.

Staff recommends approving the necessary budget amendment of \$680,943 to complete the Harrisburg Park project.

The items in the attached spreadsheet are intended to go into the GMP, except Landscaping which is \$175,000 and will stay outside. We are recommending increasing the GMP \$505,943 to account for these proposed changes.

**Recommendation:**

Staff recommends approval of the attached Draft GMP Change Order #5, Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for Harrisburg Park Redevelopment - Phase I.

**Fiscal Impact:**

The total project budget for Harrisburg Park Redevelopment - Phase I is currently \$10,650,000, with \$524,000 for Professional Services and \$10,126,000 for Construction.

If approved, this amendment adds \$681,000 to the construction portion of the project, increasing the total project budget to \$11,331,000 with \$10,807,000 for Construction.

The GMP is being increased from a current total cost of \$9,807,524 by \$505,943, resulting in a total contract price of \$10,313,467.

The Capital Reserve Fund - General Fund, which provides the \$681,000 transfer to fund this amendment, had a FY2021 beginning balance of \$3,731,575, of which approximately \$1,800,000 is accounted for with existing capital purchases and projects taking place during the year. The 10-year Financial Model also shows that this utilization of funds does not prevent any other project from occurring as planned.

**Attachments:**

1. Harrisburg Park - Improvement List - January 2021
2. Harrisburg Park - Improvement List Aerials - January 2021
3. Harrisburg Park\_G701 CO # 5 Draft\_01.04.20
4. Project Amendment -P&R Harrisburg Park Phase 1 01112021
5. Amendment - CRF-GF Harrisburg Park Phase 1 Addition 01112021

| Harrisburg Park additional Work Items - January 11th Council List |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        |                                                                                                                                                                                   |                |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
|-------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------|
| Number:                                                           | Item                                                        | Summary Description                                                                                                  | Cause of Deficiency                                                                                                                                                                                                                                                            | Responsible Party (\$) | Proposed Solution                                                                                                                                                                 | Estimated Cost | Completed By      | NOTES                                                                                                                                                                                                                              | required                                                                                                                                                                                                                                | Needed | Council Consideration |
| SPLSH                                                             | Splash Pad Slide/Deck                                       | Additional decking, stairs, and materials are needed to improve access                                               | Not enough funding in design plan allowance (\$5,000 allowance)                                                                                                                                                                                                                | Town                   | Design and construct appropriate access to splash pad slide                                                                                                                       | \$52,000       | CM, Subcontractor | Berm Slide Construction 1-Side Access with Handrails                                                                                                                                                                               | x                                                                                                                                                                                                                                       |        |                       |
| 1A                                                                | Splash Pad Entry Gate                                       | Entry gate needed to control access to splash pad amenity                                                            | Not part of the design plan, therefore it was not included in the construction contract                                                                                                                                                                                        | Town                   | Install appropriate entry gate to splash pad amenity                                                                                                                              | \$1,800        | CM, Subcontractor |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
| 1C                                                                | Add Sidewalks                                               | Additional Walks cut previously due to costs                                                                         | PM decision to cut to use money elsewhere                                                                                                                                                                                                                                      | Town                   | Add needed sidewalks and ramps back in to meet the design's goal                                                                                                                  | \$18,500       | CM, Subcontractor | Parking lot ramp additions, ramp at switch back entrance, ramp from parking lot to lower fields, vehicle driveway at upper parking lot ramp to field, may need a final walkthrough on this item to make sure everything is covered | x                                                                                                                                                                                                                                       |        |                       |
| 1D                                                                | Park Entry Gates                                            | One park entry gate was removed to keep the existing gate                                                            | PM decision to cut one gate and repurpose \$16,500 of the allowance (\$33,500 remains)                                                                                                                                                                                         | Town                   | Add two needed gates and decide if we should replace the third to have them all match                                                                                             | \$18,000       | CM, Subcontractor | Includes Z-Max, Upper Parking, 1-16 Manual Gate Maintenance and Replacement of Sims to Match                                                                                                                                       |                                                                                                                                                                                                                                         |        | x                     |
| 1E                                                                | Add stairs to lower fields                                  | Stairs from Sims to fields would better accommodate the parking to field access on Sims to the lower fields          | not included in original design                                                                                                                                                                                                                                                | Town                   | design and construct additional stair way                                                                                                                                         | \$53,000       | CM, Subcontractor | Added Stair from Sims and Expansion of 6' on Existing Stair in East Parking                                                                                                                                                        |                                                                                                                                                                                                                                         | x      |                       |
| 1F                                                                | Add stairs from Zmax to multipurpose field                  | Stairs from Zmax to fields would better accommodate the parking to field access on Zmax to the lower fields          | Original design had a walk that would have been too steep. Field grades were adjusted and this path eliminated by Project Manager and money repurposed.                                                                                                                        | Town / Designer        | design and construct additional stair way in lieu of pathway                                                                                                                      | \$41,000       | CM, Subcontractor |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
| 1G                                                                | Add stairs from middle parking area to multipurpose field   | Stairs from middle parking area to fields would better accommodate the parking to field access to the lower fields   | Original design did not include this                                                                                                                                                                                                                                           | Town                   | design and construct additional stairway                                                                                                                                          | \$46,000       | CM, Subcontractor |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
| 1I                                                                | Additional Concrete Apron around Concession Stand           | Add additional concrete walkway width around the building to accommodate the larger crowds                           | Floor design, due to not anticipating the actual use                                                                                                                                                                                                                           | Town                   | Add additional concrete walkway width around the building to accommodate the larger crowds that are using this space                                                              | \$12,000       | CM, Subcontractor |                                                                                                                                                                                                                                    | x                                                                                                                                                                                                                                       |        |                       |
| 1J                                                                | Hagler Flag Area seating area patio                         | Add patio area between concessions and Hagler Flag Pole                                                              | not included in original design                                                                                                                                                                                                                                                | Town                   | Add additional patio seating area around the concession stand between the building and Flag Pole to accommodate the need for people to congregate and use the concession building | \$44,000       | CM, Subcontractor | Includes fill as needed to level grades, and installation of new brick pavers with stone base and associated field rework for new installation- Excludes picnic tables etc                                                         |                                                                                                                                                                                                                                         |        | x                     |
| 1K                                                                | Amphitheater Lawn Slope changes                             | Add additional concrete stairs and patio in front of the stage to soften the 1st tear amphitheater slope             | Insufficient planning in original design                                                                                                                                                                                                                                       | Town                   | Add concrete patio and stairs in front of the stage and regrade the slopes to the top of stairs to soften the grade                                                               | \$78,000       | CM, Subcontractor |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
| 1L                                                                | Storm Drain and grade adjustments at amphitheater           | Raise storm inlets and regrade to soften slopes and provide more usable space                                        | Design was based on the needed stormwater calculations. Did not take into account any variance the Town was willing to assume                                                                                                                                                  | Town                   | Raise 2 inlets and grade surrounding areas                                                                                                                                        | \$28,000       | CM, Subcontractor |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
| 1M                                                                | Retaining wall security fencing                             | Install additional fencing features to retaining walls for safety.                                                   | Walls were modified in the field due by Project Manager to adjust for grade, and were not included in original design                                                                                                                                                          | Town                   | Add additional fencing on retaining walls to prevent being able to easily climb the walls                                                                                         | \$3,800        | CM, Subcontractor |                                                                                                                                                                                                                                    | x                                                                                                                                                                                                                                       |        |                       |
| 1N                                                                | Splash Pad Retaining wall                                   | Install wall to transition from splash Pad deck to sidewalk                                                          | Project Manager adjusted grades to meet survey errors                                                                                                                                                                                                                          | Town                   | Add retaining wall between splash pad and sidewalk to eliminate undermining and erosion of splash pad                                                                             | \$11,500       | CM, Subcontractor |                                                                                                                                                                                                                                    | x                                                                                                                                                                                                                                       |        |                       |
| 1O                                                                | Park Maintenance Transition                                 | Install turnaround curb, retaining wall, Driveway modifications and remove and install existing gate to new location | Project survey and design ended at this parcel and did not design any lot upgrades. \$40,000 was put in an allowance to account building upgrades, but \$15,000 was spent on HVAC upgrades and the other \$25,000 was repurposed on other project expenses by project manager. | Town                   | Install turnaround curb, retaining wall, Driveway modifications and remove and install existing gate to new location                                                              | \$40,000       | CM, Subcontractor | Need a final design, but assumed concrete retaining wall 3' high, demo and new apron in front of maintenance doors etc                                                                                                             |                                                                                                                                                                                                                                         | x      |                       |
| 1P                                                                | Playground fence redesign                                   | removal of most of the fencing, to expand the playground area to accommodate more family space                       | Design incorporated a single access point and tight fence perimeter for security, however, the area is already fenced on three sides and the 4th side is a slope and walking path that opens up to a field.                                                                    | Town                   | removal of most of the fencing, to expand the playground area to accommodate more family space, grading, sod, etc.                                                                | \$4,800        | CM, Subcontractor |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        | x                     |
| 1Q                                                                | Pavilion Drainage                                           | add yard drains to pavilions where grades prohibit positive drainage                                                 | Grades may not be exactly as per plan in these areas                                                                                                                                                                                                                           | CM                     | add yard drains to pavilions where grades prohibit positive drainage                                                                                                              | \$0            | CM, Subcontractor | Negotiating with CM for it to be done at their cost                                                                                                                                                                                |                                                                                                                                                                                                                                         | x      |                       |
| 1R                                                                | Pavilion Gutters and Downspouts                             | Add Gutter and Downspouts to all Pavilions                                                                           | Project manager removed this item as a cost saving measure                                                                                                                                                                                                                     | Town                   | Add Gutter and Downspouts to all Pavilions                                                                                                                                        | \$12,500       | CM, Subcontractor | Shelters E, F,G                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
| 1S                                                                | New Storm drain at retaining wall near ramp of lower fields | Water drains from the retaining wall footer and pools in an area dammed by the walking path and ramp intersection    | Wall was expanded and this area is a choke point for water now                                                                                                                                                                                                                 | Town                   | Add drain inlet and 6" PVC pipe to nearest storm basin. Widen ramp entrance and grade to assure water does not sheet flow across the walking paths                                | \$15,000       | CM, Subcontractor | Add yard drain, demo asphalt at switchback entry and pour back apron of concrete for landing                                                                                                                                       | x                                                                                                                                                                                                                                       |        |                       |
| 1U                                                                | DI 6A Abandon                                               | Inlet Does not function and steep slope off Walk                                                                     |                                                                                                                                                                                                                                                                                | Town                   | Abandon Drain and reset new box                                                                                                                                                   | 5500           | CM, Subcontractor | ADDED                                                                                                                                                                                                                              |                                                                                                                                                                                                                                         | x      |                       |
| LANDSCAPE                                                         | Add Landscaping                                             | Landscaping was cut by previous PM (*NEED TO VERIFY THIS), and overall landscape plan is sparse.                     | PM decision to cut / plans sparse                                                                                                                                                                                                                                              | Town                   | Hire a landscape architect and plant additional landscape throughout park                                                                                                         | \$175,000      | Town              |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         | x      |                       |
|                                                                   |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        | Subtotal:                                                                                                                                                                         | \$660,400      |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
| OTHER COST INCURRED & CPR's TO BE INCORPORATED TO DATE:           |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        |                                                                                                                                                                                   |                |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
|                                                                   |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        |                                                                                                                                                                                   |                |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
| CPR-Area Drain                                                    | Area Drain                                                  | Area Drain Added due to added walks in area by Playground-No Where to Drain                                          | Added walks by Project Manager required added area Drain                                                                                                                                                                                                                       | Town                   |                                                                                                                                                                                   | \$1,950        |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
|                                                                   |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        |                                                                                                                                                                                   |                |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
| CPR- 42                                                           | Sound Conduits                                              |                                                                                                                      | Sound Conduits added by Sound Vendor after GMP                                                                                                                                                                                                                                 | Town                   |                                                                                                                                                                                   | \$6,244        |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
| CPR- 43                                                           | Added Fence Field 5                                         |                                                                                                                      | Added 4' High ball stopper fence on south side of field 5                                                                                                                                                                                                                      | Town                   |                                                                                                                                                                                   | \$3,903        |                   | Approved in Email by TOH                                                                                                                                                                                                           |                                                                                                                                                                                                                                         |        |                       |
| CPR- 44                                                           | Heavy Duty Apron to Field 4                                 |                                                                                                                      | Apron to Field 4                                                                                                                                                                                                                                                               | Town                   |                                                                                                                                                                                   | \$8,446        |                   | Approved by Project Manager                                                                                                                                                                                                        |                                                                                                                                                                                                                                         |        |                       |
|                                                                   |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        |                                                                                                                                                                                   |                |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
|                                                                   |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        | Subtotal:                                                                                                                                                                         | \$20,543       |                   |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                         |        |                       |
| GRAND TOTAL TOWN ADDITIONS & OUTSTANDING CPR's                    |                                                             |                                                                                                                      |                                                                                                                                                                                                                                                                                |                        |                                                                                                                                                                                   | \$680,943      |                   | NOTE: DOES NOT INCLUDE PARKING STALL DIAGONAL, TRACK ADDITIONS, SOUND PAD                                                                                                                                                          | There are items above that likely will require designer and engineer input before execution. In addition CMAP will need to review general conditions cost based on timing of approvals of items and how they are packaged for execution |        |                       |



Item # 1A  
Gate and Fence  
Addition at Bld C

Value: \$ 1,800







Item # 1C  
Area 1  
Added Walks, Ramps  
Value: \$ 18,500





Item # 1C- Area 2

Added Walks, Ramps



Item # 1C  
Area 3  
Added Walks, Ramps







Item # 1D

Park Entry Gates

Value: \$ 18,000



Item # 1E

Stair Addition Lower  
Fields

Value: \$ 53,000







Item # 1E

East Stair Addition ADD  
6' WIDTH





Item # 1F  
Stair Addition to Z-Max  
Value: \$ 41,000





Item # 1G

Stair Addition Middle  
Field 5

Value: \$ 46,000



Item # 11

Add Sidewalk on East  
Side of Building A

Value: \$ 12,000







Item # 1J  
Added Plaza Hagler  
Flagpole  
Value: \$ 44,000





Item # 1K  
Lawn Slope Changes  
Value: \$ 78,000





Item # 1N

Segmental Seat Wall  
Addition at Slope of  
Splash Pad

Value: \$ 11,500

This is an aerial photograph of a park. In the foreground, there is a large area of brown mulch. To the left, a picnic shelter with a blue metal roof and several wooden picnic tables is visible. A concrete walkway runs along the edge of the mulch area. To the right of the walkway is a paved parking lot with several spaces. In the background, there is a splash pad area with blue umbrellas and a yellow slide. A white arrow points from the text box to a specific location on the splash pad's edge.





Item # 10  
Maintenance Transition  
Upgrades  
Value: \$ 40,000



Item # 1Q  
Add Inlet Box to help  
drainage





Item # 1S

Added drain and entry  
slab at switchback

Value: \$ 15,000





Item # 1U

Abandon Inlet and set  
new inlet to function

Value: \$ 5,500





# DRAFT AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*

Harrisburg Park Expansion  
130 Sims Parkway  
Harrisburg, NC 28075

**CONTRACT INFORMATION:**

Contract For: General Construction  
Date: January 02, 2019

**CHANGE ORDER INFORMATION:**

Change Order Number: 005  
Date: January 4, 2021

**OWNER:** *(Name and address)*

Town of Harrisburg, North Carolina  
4100 Main Street  
Harrisburg, NC 28075

**ARCHITECT:** *(Name and address)*

Alfred Benesch & Company  
(Engineer to be referred to as  
Architect for this Agreement)  
2359 Perimeter Pointe Parkway,  
Suite 350  
Charlotte, NC 28208

**CONTRACTOR:** *(Name and address)*

J.D. Goodrum Company, Inc  
18339-F Old Statesville Road  
Cornelius NC 28031

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Amend Contract to incorporate additional change request provided in Exhibit CO # 5 attached

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

|    |               |
|----|---------------|
| \$ | 49,850.00     |
| \$ | 9,757,674.00  |
| \$ | 9,807,524.00  |
| \$ | 505,943.00    |
| \$ | 10,313,467.00 |

The Contract Time will be increased by Zero (TBD) days.

The new date of Substantial Completion will be TBD

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Alfred Benesch & Company

**ARCHITECT** *(Firm name)*

J.D. Goodrum Company, Inc

**CONTRACTOR** *(Firm name)*

Town of Harrisburg, North Carolina

**OWNER** *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



## AN ORDINANCE AMENDING THE 2018-2021 CAPITAL PROJECT ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

---

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund – Parks and Recreation project ordinance for the fiscal years beginning July 1, 2018 and ending June 30, 2021:

**Section 1.** Amend Capital Projects Fund – Parks and Recreation to account for additions to Harrisburg Park Redevelopment – Phase I.

**Section 2.** To amend the Capital Projects Fund – Parks and Recreation, the appropriations are to be changed as follows:

|                                   |            |
|-----------------------------------|------------|
| Increase line item 320-5000-57100 | \$ 681,000 |
| Construction                      |            |

**Section 3.** To amend the Capital Projects Fund – Parks and Recreation, the revenues are to be changed as follows:

|                              |            |
|------------------------------|------------|
| Increase line item 320-49555 | \$ 681,000 |
| Transfers In                 |            |

**Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of January, 2021.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk





## AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

---

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

**Section 1.** Amend Capital Reserve Fund - General Fund to account for additions to Harrisburg Park Redevelopment – Phase 1.

**Section 2.** To amend the Capital Reserve Fund - General Fund, the appropriations are to be changed as follows:

|                                                              |            |
|--------------------------------------------------------------|------------|
| Increase line item 200-8500-59114                            | \$ 681,000 |
| Transfers Out – Capital Projects Fund – Parks and Recreation |            |

**Section 3.** To amend the Capital Reserve Fund - General Fund, the revenues are to be changed as follows:

|                              |            |
|------------------------------|------------|
| Increase line item 200-48599 | \$ 681,000 |
| Appropriated Fund Balance    |            |

**Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of January, 2021.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## **TOWN OF HARRISBURG**

### **Agenda Item Details**

**Title:**

Update of New TIA Process and Consideration of Extension of New TIA Process through February 28, 2021

**Presenting Personnel:**

Robert Donham, Town Engineer

**Suggested Motion or Action:**

Motion to extend the new TIA process through February 28, 2021.

**Description/Background:**

In the December 2020 Council Meeting, Town Council directed staff to provide an update with how the new TIA process is going. This new TIA process is due to expire on January 31, 2021. Staff is continuing to gather necessary information to present to Council but that information will not be fully available until the February Council meeting.

Staff is requesting an extension of this new process until February 28, 2021, which will allow staff time to finish their analysis and present the requested information to Council at the February Council meeting. At that time, Council may decide to continue with the new TIA process or revert to the old method.

**Recommendation:**

Staff recommends extending the existing TIA process until February 28, 2021.

**Fiscal Impact:**

None

**Attachments:**

None



# Estimated Savings Detail

## TD Bank – Preliminary Numbers as of 1.4.2021

| A                                 | B                        | C                        | D                        | E                     | F                    | G                   |
|-----------------------------------|--------------------------|--------------------------|--------------------------|-----------------------|----------------------|---------------------|
| Refunding Component               | 2012 W&S IPC<br>Pinnacle | 2014 W&S IPC<br>Pinnacle | 2016 W&S IPC<br>Pinnacle | 2017 W&S IPC<br>Trust | 2015 IPC<br>Pinnacle | Total               |
| <b>Sources</b>                    |                          |                          |                          |                       |                      |                     |
| Par Amount*                       | \$ 965,000               | \$ 1,014,000             | \$ 651,000               | \$ 4,701,000          | \$ 1,206,000         | \$ 8,537,000        |
| Equity Contribution               | 61,795                   | 74,844                   | 60,950                   | 235,211               | 69,944               | 502,744             |
| <b>Total</b>                      | <b>\$ 1,026,795</b>      | <b>\$ 1,088,844</b>      | <b>\$ 711,950</b>        | <b>\$ 4,936,211</b>   | <b>\$ 1,275,944</b>  | <b>\$ 9,039,744</b> |
| <b>Uses</b>                       |                          |                          |                          |                       |                      |                     |
| Refunding Escrow Deposits - Cash* | 1,010,381                | 1,076,948                | 699,013                  | 4,881,004             | 1,256,440            | 8,923,785           |
| Cost of Issuance                  | 11,304                   | 11,878                   | 7,626                    | 55,066                | 14,127               | 100,000             |
| Contingency                       | 5,000                    | -                        | 5,000                    | -                     | 5,000                | 15,000              |
| Additional Proceeds*              | 111                      | 19                       | 311                      | 141                   | 378                  | 959                 |
| <b>Total</b>                      | <b>\$ 1,026,795</b>      | <b>\$ 1,088,844</b>      | <b>\$ 711,950</b>        | <b>\$ 4,936,211</b>   | <b>\$ 1,275,944</b>  | <b>\$ 9,039,744</b> |
| Interest Rate                     | 1.1900%                  | 1.1900%                  | 1.1900%                  | 1.1900%               | 1.1900%              | 1.1900%             |
| All-In TIC                        | 1.5048%                  | 1.4880%                  | 1.6502%                  | 1.3955%               | 1.4543%              | 1.4318%             |
| Closing Date                      | 1/14/2021                | 1/14/2021                | 1/14/2021                | 1/14/2021             | 1/14/2021            | 1/14/2021           |
| First Interest Payment            | 7/15/2021                | 7/15/2021                | 7/15/2021                | 7/15/2021             | 7/15/2021            | 7/15/2021           |
| First Principal Payment           | 7/15/2021                | 7/15/2021                | 7/15/2021                | 7/15/2021             | 7/15/2021            | 7/15/2021           |
| Final Maturity                    | 1/15/2029                | 1/15/2029                | 1/15/2026                | 1/15/2033             | 1/15/2030            | 1/15/2033           |
| <b>Savings*</b>                   |                          |                          |                          |                       |                      |                     |
| <b>Fiscal Year</b>                |                          |                          |                          |                       |                      |                     |
| 2022                              | \$ 7,179                 | \$ 8,969                 | \$ 1,921                 | \$ 24,485             | \$ 8,259             | \$ 50,813           |
| 2023                              | 6,764                    | 8,549                    | 2,573                    | 24,311                | 9,256                | 51,453              |
| 2024                              | 6,340                    | 9,108                    | 2,221                    | 24,041                | 9,182                | 50,894              |
| 2025                              | 6,935                    | 8,685                    | 1,893                    | 23,825                | 9,085                | 50,424              |
| 2026                              | 6,553                    | 9,279                    | 2,680                    | 24,669                | 8,958                | 52,140              |
| 2027                              | 6,190                    | 8,898                    | -                        | 24,560                | 8,820                | 48,467              |
| 2028                              | 6,844                    | 9,528                    | -                        | 24,516                | 8,651                | 49,539              |
| 2029                              | 6,557                    | 8,622                    | -                        | 24,526                | 8,459                | 48,164              |
| 2030                              | -                        | -                        | -                        | 24,601                | 9,237                | 33,838              |
| 2031                              | -                        | -                        | -                        | 24,730                | -                    | 24,730              |
| 2032                              | -                        | -                        | -                        | 23,930                | -                    | 23,930              |
| 2033                              | -                        | -                        | -                        | 24,635                | -                    | 24,635              |
| <b>Total</b>                      | <b>\$ 53,362</b>         | <b>\$ 71,637</b>         | <b>\$ 11,289</b>         | <b>\$ 292,830</b>     | <b>\$ 79,908</b>     | <b>\$ 509,026</b>   |
| <b>NPV Savings</b>                | <b>\$ 53,763</b>         | <b>\$ 65,169</b>         | <b>\$ 14,825</b>         | <b>\$ 257,319</b>     | <b>\$ 77,993</b>     | <b>\$ 469,069</b>   |
| <b>% NPV Savings</b>              | <b>5.331%</b>            | <b>6.077%</b>            | <b>2.119%</b>            | <b>5.330%</b>         | <b>6.212%</b>        | <b>5.292%</b>       |

\* Preliminary and subject to change.

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When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.



**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

*WHEREAS*, the Town of Harrisburg, North Carolina (the “Town”) is a municipal corporation validly existing as such under and by virtue of the constitution, statutes and laws of the State of North Carolina (the “State”);

*WHEREAS*, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

*WHEREAS*, the Town Council hereby determines that it is in the best interest of the Town to receive an advance of funds in an aggregate principal amount of not to exceed \$8,537,000 by entering into an installment financing contract to be dated on or about January 14, 2021 (the “Contract”) with TD Bank, N.A. (the “Lender”) in order to refinance the following installment financings (the “Prior Contracts”) that the Town has previously entered into in order to finance certain projects (the “Projects”) and to pay costs related to execution and delivery of the Contract:

(1) an Installment Financing Contract, dated as of May 27, 2015 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed Fire Station No. 3 at 8045 Rocky River Road;

(2) an Installment Financing Contract and Security Agreement, dated as of February 12, 2012 with Bank of North Carolina, the successor to which is Pinnacle Bank, as modified, the proceeds of which financed an ion exchange treatment facility, pump house, control building and appurtenances for a groundwater well at 4050 Stallings Road, Harrisburg, North Carolina and an additional ion exchange treatment facility and appurtenances for an existing groundwater well at 8885 Rocky River Road, Harrisburg, North Carolina;

(3) an Installment Financing Contract, dated as of January 23, 2014 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed extension of water lines on Rocky River Road and extension of sewer lines in the Steeplechase subdivision and abandonment of pump stations in Bradford Park;

(4) an Installment Financing Contract, dated as of January 28, 2016 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed pipes, valves, fittings, pumps and other utility equipment necessary to extend water lines on Rocky River Road and Pharr Mill Road and abandonment of Quay Farm/Highland Ridge pump stations; and

(5) a Financing Agreement and Deed of Trust dated October 30, 2017 with Branch Banking and Trust Company, the successor to which is Truist Bank, the proceeds of which financed the public works facility at 5404 Harrisburg Industrial Park Drive;

*WHEREAS*, the obligation of the Town to make installment payments under the Contract is a limited obligation of the Town payable solely from currently budgeted appropriations of the Town and does not constitute a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation;



WHEREAS, in order to provide security for the Town's obligations under the Contract, the Town will grant to the Lender a security interest under a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") in the Town's fee simple interest in Fire Station No. 3 and the public works facility, together all improvements and fixtures located thereon (collectively, the "*Mortgaged Property*");

WHEREAS, a public hearing on the Contract and the refinancing of the Prior Contracts and the Projects after publication of notices with respect to such public hearing must be held and the Town Council conducted such public hearing at its December 14, 2020 meeting;

WHEREAS, there has been made available to the Town Council the form of the Contract and the Deed of Trust which the Town proposes to approve, enter into and deliver, as applicable, to effectuate the proposed refinancing; and

WHEREAS, it appears that each of the Contract and the Deed of Trust (collectively, the "*Instruments*") is in appropriate form for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Approval, Authorization and Execution of Instruments.*** The Town hereby approves the refinancing of the Prior Contracts and the Projects in accordance with the terms of the Instruments, which will be valid, legal and binding obligations of the Town in accordance with their respective terms. The Town hereby approves the amount to be advanced by the Lender to the Town pursuant to the Contract in an aggregate principal amount of not to exceed \$8,537,000 at an interest rate of 1.19% per annum, such amount to be repaid by the Town to the Lender as provided in the Contract. The form, terms and content of the Instruments are in all respects authorized, approved and confirmed, and each of the Mayor, the Town Manager, the Finance Director and the Town Clerk or their respective designees (the "*Authorized Officers*") are authorized, empowered and directed to execute and deliver the Instruments for and on behalf of the Town, including necessary counterparts, in substantially the forms presented to the Town Council, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Instruments, each of the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

Section 2. ***Further Actions.*** Each of the Authorized Officers are hereby designated as the Town's representatives to act on behalf of the Town in connection with the transactions contemplated by the Instruments, and each of the Authorized Officers are authorized and directed to proceed with the refinancing of the Prior Contracts and the Projects in accordance with the terms of the Instruments and to seek opinions on matters of law from the Town Attorney, which the Town Attorney is authorized to furnish on behalf of the Town, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. Each of the Authorized Officers are hereby authorized to designate one or more employees of the Town to take all actions which each of the Authorized Officers are authorized to perform under this Resolution, and each of the Authorized Officers, including their designees, are in all respects authorized on behalf of the Town to supply all information pertaining to the transactions contemplated by the Instruments. Each of the Authorized Officers are authorized to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Instruments or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 3.       ***Related Actions.*** All acts and doings of officers, employees and agents of the Town, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 4.       ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof in conflict herewith are hereby repealed.

Section 5.       ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6.       ***Effective Date.*** This Resolution is effective on the date of its adoption.

\_\_\_\_\_  
Steven J. Sciascia, Mayor

ATTEST:

\_\_\_\_\_  
Janet Rackley, Town Clerk

STATE OF NORTH CAROLINA                    )  
                                                          )  
TOWN OF HARRISBURG                        )       SS:

I, Janet Rackley, Town Clerk of the Town of Harrisburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA, APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” adopted by the Town Council of the Town of Harrisburg, North Carolina, at a meeting held on the 11th day of January, 2021.

***WITNESS*** my hand and the corporate seal of the Town of Harrisburg, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[Seal]

\_\_\_\_\_  
Town Clerk  
Town of Harrisburg, North Carolina



## INSTALLMENT FINANCING CONTRACT

between

**TOWN OF HARRISBURG, NORTH CAROLINA**  
*as the Town*

and

**TD BANK, N.A.**  
*as the Bank*

Dated: January 14, 2021

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## INSTALLMENT FINANCING CONTRACT

**THIS INSTALLMENT FINANCING CONTRACT**, dated as of January 14, 2021 (the “*Contract*”), by and between the **TOWN OF HARRISBURG, NORTH CAROLINA**, a municipal corporation organized under the laws of the State of North Carolina (the “*Town*”) and **TD BANK, N.A.**, a national banking association existing under the laws of the United States of America (the “*Bank*”);

### WITNESSETH:

**WHEREAS**, the Town has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property; and

**WHEREAS**, the Bank desires to advance certain funds to enable the Town to refinance the following installment financings (the “*Prior Contracts*”) that the Town has previously entered into in order to finance certain projects (the “*Projects*”):

(1) an Installment Financing Contract, dated as of May 27, 2015 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed Fire Station No. 3 at 8045 Rocky River Road;

(2) an Installment Financing Contract and Security Agreement, dated as of February 12, 2012 with Bank of North Carolina, the successor to which is Pinnacle Bank, as modified, the proceeds of which financed an ion exchange treatment facility, pump house, control building and appurtenances for a groundwater well at 4050 Stallings Road, Harrisburg, North Carolina and an additional ion exchange treatment facility and appurtenances for an existing groundwater well at 8885 Rocky River Road, Harrisburg, North Carolina;

(3) an Installment Financing Contract, dated as of January 23, 2014 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed extension of water lines on Rocky River Road and extension of sewer lines in the Steeplechase subdivision and abandonment of pump stations in Bradford Park;

(4) an Installment Financing Contract, dated as of January 28, 2016 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed pipes, valves, fittings, pumps and other utility equipment necessary to extend water lines on Rocky River Road and Pharr Mill Road and abandonment of Quay Farm/Highland Ridge pump stations; and

(5) a Financing Agreement and Deed of Trust dated October 30, 2017 with Branch Banking and Trust Company, the successor to which is Truist Bank, the proceeds of which financed the public works facility at 5404 Harrisburg Industrial Park Drive; and

**WHEREAS**, the Town desires to obtain such advance from the Bank pursuant to the terms and conditions hereinafter set forth; and

**WHEREAS**, the obligation of the Town to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the Town and shall not constitute a pledge of the faith and



credit of the Town within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

**WHEREAS**, the Town has received approval of this Contract from the North Carolina Local Government Commission; and

**WHEREAS**, the Town has held a public hearing with respect to the Contract providing for the refinancing of the Prior Contracts and the Projects; and

**WHEREAS**, in order to further secure the obligations of the Town hereunder, the Town has executed the Deed of Trust, as hereinafter defined, to a trustee named therein, for the benefit of the Bank; and

**WHEREAS**, no deficiency judgment may be rendered against the Town in any action for breach of a contractual obligation under this Contract, and the taxing power of the Town is not and may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Contract; and

**WHEREAS**, the Bank and the Town each have duly authorized the execution and delivery of this Contract;

**NOW, THEREFORE**, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

## **SECTION 1. DEFINITIONS**

For purposes of this Contract, in addition to the terms defined above, the following terms have the meanings specified below unless the context clearly requires otherwise:

*“Deed of Trust”* means the Deed of Trust, Security Agreement and Fixture Filing dated as of the date hereof from the Town to the deed of trust trustee named therein securing its obligations hereunder.

*“Default Rate”* means the lesser of (i) the Bank's Prime Rate plus 6% or (ii) the maximum rate permitted by law.

*“Determination of Taxability”* means the circumstance of the interest portion of Installment Payments hereunder becoming includable for federal income tax purposes in the gross income of the Bank as a consequence of any action, inaction, error or omission of the Town. A Determination of Taxability shall be evidenced by (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest portion of one or more Installment Payments made under this Contract is includable for federal income tax purposes in the gross income of the Bank, which notice or notification is not contested by either the Town or the Bank, or (ii) a determination by a court of competent jurisdiction that the interest portion of any Installment Payment is includable for federal income tax purposes in the gross income of the Bank thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Town to the effect that the interest portion of any Installment Payment is includable for federal income tax purposes in the gross income of the Bank.

*“Environmental Laws”* means any federal, state or local law, rule, regulation, permit, order or ordinance relating to the protection of the environment or human health or safety now or hereafter in

effect, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*) (together with the regulations promulgated thereunder, “CERCLA”), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*) (together with the regulations promulgated thereunder, “RCRA”), the Oil Pollution Act of 1990 (33 U.S.C. Section 2701, *et seq.*) (together with the regulations promulgated thereunder, “OPA”), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, *et seq.*) (together with the regulations promulgated thereunder, “Title III”), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*) (together with the regulations promulgated thereunder, “CWA”), the Clean Air Act, as amended (42 U.S.C. Section 7401, *et seq.*) (together with the regulations promulgated thereunder, “CAA”) and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 *et seq.*) (together with the regulations promulgated thereunder, “TSCA”), and any state or local similar laws and regulations and any so-called local, state or federal “superfund” or “superlien” law.

“*Hazardous Materials*” means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos or petroleum, petroleum hydrocarbons, or any other substance or material as defined by (or for purposes of) any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 *et seq.*), and the regulations adopted and publications promulgated pursuant thereto. Hazardous Materials shall not include materials typically used in a public facility such as the facilities that are on the Mortgaged Property, provided such materials are properly handled and contained in accordance with applicable federal and state laws.

“*Installment Payments*” means those payments made by the Town to the Bank as described in Section 3 of this Contract and in the Payment Schedule.

“*LGC*” means the Local Government Commission of North Carolina established pursuant to Chapter 159 of the North Carolina General Statutes.

“*Loan Amount*” means \$[Par Amount], as described in **Exhibit A** hereto, which will be advanced by the Bank to enable the Town to refinance the Prior Contracts.

“*Loan Payment Schedule*” means the document labeled “*Payment Schedule*” attached hereto as **Exhibit A** and incorporated herein by reference, which describes the Town’s Installment Payments related to the Loan Amount.

“*Mortgaged Property*” means the sites of the Town’s Fire Station #3 and the Public Works Facility and all related improvements now or hereafter located thereon that constitutes a portion of the Projects financed with the Prior Contracts, as further identified in the Deed of Trust.

“*Net Proceeds*,” when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds.

“*Prior Contracts*” means the following:

(1) an Installment Financing Contract, dated as of May 27, 2015 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed Fire Station No. 3 at 8045 Rocky River Road;

(2) an Installment Financing Contract and Security Agreement, dated as of February 12, 2012 with Bank of North Carolina, the successor to which is Pinnacle Bank, as modified, the proceeds of which financed an ion exchange treatment facility, pump house, control building and appurtenances for a groundwater well at 4050 Stallings Road, Harrisburg, North Carolina and an additional ion exchange treatment facility and appurtenances for an existing groundwater well at 8885 Rocky River Road, Harrisburg, North Carolina;

(3) an Installment Financing Contract, dated as of January 23, 2014 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed extension of water lines on Rocky River Road and extension of sewer lines in the Steeplechase subdivision and abandonment of pump stations in Bradford Park;

(4) an Installment Financing Contract, dated as of January 28, 2016 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed pipes, valves, fittings, pumps and other utility equipment necessary to extend water lines on Rocky River Road and Pharr Mill Road and abandonment of Quay Farm/Highland Ridge pump stations; and

(5) a Financing Agreement and Deed of Trust dated October 30, 2017 with Branch Banking and Trust Company, the successor to which is Truist Bank, the proceeds of which financed the public works facility at 5404 Harrisburg Industrial Park Drive.

*"Prime Rate"* shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Bank. The Prime Rate is a reference rate for the information and use of the Bank in establishing the actual rate to be charged to the Town. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

*"Projects"* mean the projects financed with the Prior Contracts.

*"Town Council"* means the Town Council of the Town of Harrisburg, North Carolina.

*"Town"* means the Town of Harrisburg, North Carolina, a municipal corporation validly existing under and by virtue of the Constitution, statutes and laws of the State, acting through its Town Council.

*"Taxable Rate"* shall mean a rate equal to 1.46% per annum.

## **SECTION 2. ADVANCE OF LOAN AMOUNT**

The Bank agrees to advance the Loan Amount to the Town and the Town agrees to borrow the Loan Amount from the Bank to be applied in accordance with the terms and conditions of this Contract. The Bank will transfer from the Loan Amount, (1) \$[Amount] to Pinnacle Bank to be used to prepay the Prior Contracts with Pinnacle Bank, (2) \$[Amount] to Truist Bank to be used to prepay the Prior Contracts with Truist Bank and (3) \$[Amount] to the Town to pay the costs of execution and delivery of this Contract, each as set forth in a written closing memorandum to be delivered to the Bank in connection with the execution and delivery of this Contract. The Loan Amount may be invested pending disbursement. The Town shall pay any additional sums necessary to prepay the Prior Contracts.



### SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1 ***Amounts and Times of Installment Payments and Other Payments.*** Subject to the provisions of Section 13 hereof entitled “Limited Obligation of the Town,” the Town shall repay the Loan Amount in installments as provided in **Exhibit A** to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Loan Payment Schedule except as provided herein. Such Installment Payments shall be sufficient in the aggregate to repay the Loan Amount together with interest thereon at a per annum rate equal to the rate per annum described in **Exhibit A** hereto. A portion of each Installment Payment is interest.

Interest on the Loan Amount is based upon a 360-day year, with twelve (12) thirty (30) day months. The amortization schedule is based on all payments being received by the Bank on the scheduled due date. Interest shall continue to accrue on any payment that is not paid when due until such payment is made; provided that, for any Installment Payment that is not paid within five (5) days of when due, interest shall accrue until paid at the Default Rate.

3.2 ***Place of Payments.*** All payments required to be made to the Bank hereunder shall be paid as may be directed by the Bank or its assignee.

3.3 ***Abatement of Installment Payments.*** Subject to Section 13 hereof entitled “Limited Obligation of the Town,” there shall be no abatement or reduction of the Installment Payments or other payments by the Town for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Mortgaged Property. The Town assumes and shall bear the entire risk of loss and damage to the Mortgaged Property from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.4 ***Prepayment of Installment Payments.*** The Town may prepay the Loan Amount in whole or in part on 30 days prior written notice to the Bank on or before January 14, 2023 at a prepayment price of 102% of the principal amount to be prepaid plus accrued interest to the prepayment date and after January 14, 2023 at a prepayment price of 100% of the principal amount to be prepaid plus accrued interest to the prepayment date. Any partial prepayment of the Loan Amount will be applied in inverse order of scheduled payments unless otherwise agreed to by the Bank.

### SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina and a security agreement pursuant to Article 9 of Chapter 25 (the “*Uniform Commercial Code - Secured Transactions*”) of the General Statutes of North Carolina.

### SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE TOWN

5.1 ***Maintenance, Care and Use.*** The Town shall use the Mortgaged Property or cause the Mortgaged Property to be used in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Mortgaged Property, and shall take all reasonable action to preserve the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Mortgaged Property, and to replace any part of the Mortgaged Property as may from time to time become worn out, lost, stolen, destroyed or damaged or

unfit for use. Any and all additions to or replacements of the Mortgaged Property and all parts thereof shall constitute accessions to the Mortgaged Property and shall be subject to all terms and conditions of this Contract and the Deed of Trust.

5.2 **Inspection.** The Bank shall have the right upon reasonable prior notice to the Town to enter into and upon the Mortgaged Property to inspect the Mortgaged Property or any part thereof during normal business hours.

5.3 **Encumbrances.** Except as permitted by the Deed of Trust, the Town shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property, or the rights of the Town and the Bank therein, except with the prior written consent of the Bank.

5.4 **Utilities.** The Town shall pay or cause to be paid, when due, all charges for utility services used in connection with the Mortgaged Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

5.5 **Taxes.** The Town shall pay or cause to be paid, when due, any and all taxes levied by any governmental body as a result of the Town's ownership, possession, or use of the Mortgaged Property.

5.6 **Risk of Loss.** Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the Town," the Town shall bear all risk of loss to and condemnation of the Mortgaged Property. In the event of loss or damage to the Mortgaged Property, the Town shall either (a) continue to make the Installment Payments due hereunder and repair, reconstruct and restore the applicable portion of the Mortgaged Property to the satisfaction of the Bank, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.4 hereof. To the extent the Town receives Net Proceeds in connection with such loss or damage, the Town shall expend such Net Proceeds in accordance with Section 7.2 hereof.

5.7 **Performance by the Bank of the Town's Responsibilities.** Any performance required of the Town or any payments required to be made by the Town may, in the Bank's sole discretion if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the Town for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Bank's prime rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

5.8 **Financial Statements.** The Town agrees that it will furnish to the Bank current audited financial statements within 210 days of the end of such fiscal year and its annual budget within 30 days of its adoption by the Town Council and permit the Bank or its agents and representatives to inspect the Town's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the Town. The Town shall furnish to the Bank additional information at such reasonable times as the Bank may reasonably request.

5.9 **Environmental Covenants.** To the best of the Town's knowledge, after due inquiry, the Mortgaged Property is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on the Mortgaged Property. The Town covenants that the Mortgaged Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine,

transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Mortgaged Property and in compliance with all Environmental Laws. The Town shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the Town or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials on the Mortgaged Property or a release of Hazardous Materials onto the Mortgaged Property or suffer the presence of Hazardous Materials on the Mortgaged Property, except in connection with the normal construction, maintenance and operation of the Mortgaged Property and in compliance with all Environmental Laws. The Town shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The Town has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property. In the event the Town does receive any such notices, the Town shall immediately notify the Bank. The Town, at no expense to the Bank, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

5.10 ***Special Tax Covenants.*** The Town covenants with respect to the Loan Amount that: (a) it will make no use of the monies advanced by the Bank (the “*Proceeds*”) which would cause this Contract to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “*Code*”), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the Town will comply with the requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Contract to be includible in the gross income of the Bank under the Code for income tax purposes; (c) the Projects shall be used exclusively for essential governmental purposes of the Town and no use shall be made of the proceeds or of the Projects, directly or indirectly, which would cause this Contract to be a “private activity bond” within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the Town shall not lease or otherwise make any of the Projects available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The Town shall file on or before its due date IRS Form 8038-G. The Town shall not take or omit to take any action that may cause a loss of the federal, state or local tax-exempt status of this Contract or the interest thereon.

5.11 ***Appropriations of Payments.*** (a) The Town reasonably believes that funds sufficient to make all Installment Payments during the term of this Contract can be obtained.

(b) The Town Manager shall include in the initial proposal for each of the Town’s annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Town Manager includes an appropriation for Installment Payments in a proposed budget, the Town may terminate all its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Town Council determines not to appropriate in its budget an amount sufficient to pay all Installment Payments



coming due in the applicable fiscal year, the Town Council shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Town Council. A copy of such resolution shall be promptly sent to the Bank. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the Town in its budget, the Town Manager shall deliver to the Bank, within five (5) days after the adoption of the Town's budget for such fiscal year, but not later than ten (10) days after the start of such fiscal year, a certificate stating that the Town did not make such appropriation.

## **SECTION 6. DEED OF TRUST**

6.1 ***Deed of Trust.*** In order to secure its obligations hereunder, the Town shall deliver to the Bank the Deed of Trust.

6.2 ***Liens.*** The Town shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Mortgaged Property except as otherwise permitted herein, in the Deed of Trust or by the Bank. The Town shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The Town shall reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

## **SECTION 7. INSURANCE AND UNFORESEEN LOSSES**

7.1 ***Insurance.*** The Town shall obtain and maintain, or cause to be obtained and maintained, at its expense, at all times until termination of this Contract a policy of insurance covering the Mortgaged Property and providing the insurance protection described in this Section. The Town shall maintain or cause to be maintained at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as required by the Bank from time to time. The Mortgaged Property shall be insured in an amount at least equal to the total replacement value or the Loan Amount, whichever is less. Insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina. If requested by the Bank, the Town shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. In no event shall the Town voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the Bank. Each insurance policy obtained pursuant to this Section shall name the Bank and the Town as either an insured or a loss payee, as their respective interests may appear.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the Town may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs with the prior written consent of the Bank.

7.2 ***Damage or Destruction.*** (a) The Town shall notify the Bank immediately in the event (i) of any damage to or destruction from fire or other casualty of any portion of the Mortgaged Property or (ii) that a material defect in the construction of the Mortgaged Property becomes apparent, if the Town

determines in good faith that such damage, destruction or loss will cost more than \$500,000 to repair, replace and restore.

(b) If any portion of the Mortgaged Property is damaged or destroyed as provided herein, to an extent that the Town determines in good faith that the cost of repairing, replacing and restoring such damage or destruction will exceed \$500,000, then the Town shall deposit the Net Proceeds as may be requested by the Bank and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bank, and the Bank shall disburse such Net Proceeds in accordance with the option so elected:

(i) **Option A – Repair and Restoration.** The Town may elect to repair, reconstruct and restore that portion of the Mortgaged Property so lost, damaged or destroyed. If the Town elects this Option A, then the Town shall proceed forthwith to repair, reconstruct and restore the applicable portion of the Mortgaged Property to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the Town may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Mortgaged Property for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the Town, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the Town for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the Town shall, subject to Section 5.11, pay so much of the cost thereof as may be in excess of such Net Proceeds. The Town shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) **Option B – Prepayment of Installment Payments.** The Town may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the Town, applied to the prepayment of Installment Payments in accordance with Section 3.4. Notwithstanding anything to the contrary, in the event that the Town elects to make partial prepayment under this Option B, the Town shall first provide to the Bank a certificate signed by the Town Manager to the effect that (A) the Mortgaged Property has been restored to its condition prior to the damage, or (B) such damage will not impair the Town's use of the Mortgaged Property for its intended purposes.

(c) If the Town determines in good faith that such cost will not exceed \$500,000, the Town shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore the Mortgaged Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the Town shall, subject to Section 5.11, pay so much thereof as is in excess of such Net Proceeds.

**7.3 Condemnation; Loss of Title.** (a) In the case of a taking of all or any part of the Mortgaged Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Mortgaged Property because of loss of title thereto, or the commencement of any

proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the Town under this Contract (except obligations to make Installment Payments when due) shall terminate as to the portion of the Mortgaged Property as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the “*Takings Date*”). The Town shall pay over to the Bank (and hereby irrevocably assigns, transfers and sets over to the Bank) all right, title and interest of the Town in and to any Net Proceeds (up to the amount of its outstanding obligations hereunder) payable as to any such loss of title, condemnation or taking during the term of this Contract.

(b) In the event of any such loss of title, condemnation or taking, the Town shall deliver the Net Proceeds from the condemnation proceeding to the Bank, and, within 90 days after the Takings Date for such proceeding, elect either or both of the following two options by giving notice of such election to the Bank, and the Bank shall disburse the Net Proceeds in accordance with the option so elected:

(i) **Option A – Restoration.** The Town may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to restore the applicable portion of the Mortgaged Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the Town, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Town shall, subject to Section 5.11, pay so much of the cost thereof as may be in excess of such Net Proceeds. The Town shall not, by reason of the payment of such excess cost, be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) **Option B – Prepayment of Installment Payments.** The Town may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking, together with other monies provided by the Town, applied to the prepayment of the Installment Payments in accordance with Section 3.4. Notwithstanding anything to the contrary, in the event that the Town elects to make partial prepayment pursuant to this Option B, the Town shall first provide to the Bank a certificate signed by the Town Manager to the effect that such loss of title, condemnation or taking has not impaired the Town’s use of the Mortgaged Property for its intended purpose.

(c) The Bank shall, at the expense of the Town, cooperate fully with the Town in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Mortgaged Property or any part thereof and shall, to the extent it may lawfully do so, permit the Town to litigate, at the expense of the Town, in any such proceeding in the name and on behalf of the Bank. In no event shall the Bank voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Mortgaged Property or any part thereof without the consent of the Town.



## **SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE TOWN**

The Town warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The Town is a municipal corporation organized under the laws of the State of North Carolina and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract and all other documents relating hereto, have been duly and validly authorized, approved, executed and delivered by the Town, and the performance by the Town of its obligations under such documents has been approved and authorized under all laws, regulations and procedures applicable to the Town, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract and all other documents relating hereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina, and, assuming due authorization, execution and delivery hereof by the Bank, constitute valid, legal and binding obligations of the Town, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and as those other laws may be further limited by the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the Town of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained, including any applicable approval of the LGC as evidenced by the Secretary's certificate hereon;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the Town's knowledge, threatened, against or affecting the Town challenging the validity or enforceability of this Contract or any other documents relating hereto, or the performance of the Town's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the Town a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the Town (except as contemplated herein) pursuant to any agreement or other instrument to which the Town is a party, or any existing law, regulation, court order or consent decree to which the Town is subject;

(e) Following the prepayment of the Prior Contracts, there will be no liens or encumbrances on the Mortgaged Property other than the Deed of Trust and any encumbrances permitted under this Contract and the Deed of Trust;

(f) A resolution relating to the performance by the Town of this Contract and the transactions contemplated hereby has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded; and

(g) The Projects are essential to the proper, efficient and economical operation of the Town and the delivery of its service; the Projects provides essential uses; and the Projects permit the Town to carry out public functions that it is authorized by law to perform.

## SECTION 9. INDEMNIFICATION

To the extent permitted by law, the Town will indemnify and hold harmless the Bank and the LGC and its respective affiliates and its partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the transactions contemplated by the Contract, the Town's use of the Loan Amount and Projects, including the Mortgaged Property, including, but not limited to, reasonable attorneys' fees (including the allocated cost of internal counsel) and settlement costs (excluding acts of negligence or willful misconduct of an indemnified party as determined by a court of competent jurisdiction). This indemnification shall survive and continue for the benefit of all such persons or entities.

## SECTION 10. DISCLAIMER OF WARRANTIES

10.1 ***No Representations by the Bank.*** The Town acknowledges that it has inspected or caused to be inspected the Projects and found the Projects to be satisfactory and acknowledges and agrees that it selected the Projects based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

10.2 ***Disclaimer By the Bank.*** THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECTS OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECTS.

## SECTION 11. DEFAULT AND REMEDIES

11.1 ***Definition of Event of Default.*** The Town shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "*Event of Default*"):

- (a) The Town shall fail to make any Installment Payment when due or fail to pay any other sum hereunder within five (5) days after such payment is due; or
- (b) The Town shall fail to budget and appropriate money sufficient to pay all Installment Payments coming due in any fiscal year of the Town, or deletes from its duly adopted budget any appropriation for such purpose; or
- (c) The Town shall fail to perform or observe any term, condition or covenant of this Contract or shall breach any warranty by the Town herein or therein contained, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Town by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration; or
- (d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Town, or a receiver, custodian or similar officer shall be appointed for the Town or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or
- (e) Any warranty, representation or statement made by the Town herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(f) An attachment, levy or execution of a security interest or lien, except for the lien and security interest of the Bank or any encumbrances permitted by Section 5.3, is levied upon or with respect to the Mortgaged Property.

11.2 **Remedies on Default.** Subject to Section 13 hereof entitled “Limited Obligation of the Town,” upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the Town;

(b) Proceed by appropriate court action to enforce performance by the Town of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Deed of Trust, Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder and under the Deed of Trust, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the Mortgaged Property and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the Town, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys’ fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the Town;

(d) Take possession of any proceeds of the Mortgaged Property, including Net Proceeds; or

(e) Pursue any other remedy available at law or equity to the Bank.

11.3 **Further Remedies.** All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. Subject to Section 13 hereof entitled “Limited Obligation of the Town,” the Town agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank’s rights and remedies under this Contract.

## SECTION 12. ASSIGNMENT

12.1 **Assignment by the Town.** The Town agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Mortgaged Property (except for the lien and security interest of the Bank or as permitted by Section 5.3) without the Bank’s prior written consent, which consent shall not be unreasonably delayed, conditioned or denied.

12.2 **Assignment by the Bank.** (a) The Bank may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property or this Contract, including, without limitation, Bank’s rights to receive Installment Payments payable to Bank hereunder or thereunder, in accordance with this Section 12.2. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or



its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract, or making this Contract part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Contract, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Bank, no assignment or reassignment of the Bank's interest in the Contract shall be effective unless and until the Town shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The Town further agrees that the Bank's interest in this Contract may be assigned in whole or in part (subject to the limitations on assignment contained in Section 12.2(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Town receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

(c) The Town agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Town and the LGC, and the Town shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Town shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) The Bank represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Contract for its own account and has no present intention of making any sale or other distribution of this Contract in violation of such legislation, rules or regulations. The Bank represents that it is familiar with the operations and financial condition of the Town, based upon information furnished to the Bank by the Town, and has made such inquiries as it deems appropriate in connection with the Loan Amount.

### **SECTION 13. LIMITED OBLIGATION OF THE TOWN**

NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE TOWN TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE TOWN TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF A

CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT.

No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the Town's moneys except as provided in this Contract. To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

#### **SECTION 14. TAX-EXEMPT INTEREST RELATED TO THE LOAN AMOUNT**

14.1 ***Intent of Parties.*** It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the Town to the Bank under this Contract related to the Loan Amount shall be tax-exempt under Section 103 of the Code.

14.2 ***Determination of Taxability.*** If at any time there is a Determination of Taxability, the principal portion of the indebtedness of the Town to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the Taxable Rate payable from the Date of Taxability to such time as the Loan Amount matures or is prepaid or the Determination of Taxability is no longer in effect. In such event, the Town also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America or the Department of Revenue of the State of North Carolina by reason of the Bank's failure to include the interest portion of the Installment Payments related to the Loan Amount (hereinafter called "*Interest*") in its gross income for income tax purposes. All such additional interest, additions to tax, penalties and interest shall be paid by the Town within sixty (60) days following the Determination of Taxability and demand by the Bank. Installment Payment amounts shall be increased as a result of the applicability of the Taxable Rate. The Town shall pay to the Bank the Interest calculated at the Taxable Rate notwithstanding any transfer by the Bank or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of a Determination of Taxability.

#### **SECTION 15. MISCELLANEOUS**

15.1 ***Waiver.*** No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the Town or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

15.2 ***Severability.*** In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

15.3 ***Governing Law.*** This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

15.4 ***Notices.*** Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed

to the address of the recipient as described below or by electronic mail with receipt of confirmation it was received, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

Town: Town of Harrisburg, North Carolina  
4100 Main Street, Suite 101  
Harrisburg, North Carolina 28075  
Attention: Finance Director

Bank's Address: TD Bank, N.A.  
104 South Main Street  
Greenville, SC 29601  
Attention: Kelly Carson

15.5 **Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

15.6 **Entire Contract.** This Contract, together with the Exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

15.7 **Binding Effect.** Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.8 **Time.** Time is of the essence of this Contract and each and all of its provisions.

15.9 **Execution in Counterparts; Electronic Signatures.** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. An executed copy of this Contract delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Contract. This Contract and related documents may be sent and stored by electronic means.

15.10 **E-Verify.** The Bank understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with NCGS Section 64-25(5), as amended. The Bank uses E-Verify to verify the work authorization of its employees in accordance with NCGS Section 64-26(a), as amended. The Bank will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

15.11 **No Advisory Services.** The Town acknowledges and agrees that: (i) the transaction contemplated by this Contract is an arm's length, commercial transaction between the Town and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Town; (ii) the Bank has not assumed any advisory or fiduciary responsibility to the Town or any other person or entity with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Town on other matters); (iii) the only obligations the Bank has to the Town with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the Town has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.



15.12 ***Patriot Act Notice.*** The Bank is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the “Act”) and hereby notifies the Town that pursuant to the requirements of the Act, the Bank is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Bank to identify the Town in accordance with the Act.

***IN WITNESS WHEREOF,*** the Town and the Bank have caused this Installment Financing Contract to be executed by their duly authorized officers as of the day and year first above written.

**TOWN OF HARRISBURG, NORTH CAROLINA**

By: \_\_\_\_\_  
Haynes Brigman  
Town Manager

ATTEST:

\_\_\_\_\_  
Janet Rackley  
Town Clerk

DRAFT

[SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,  
DATED AS OF JANUARY 14, 2021, BETWEEN TD BANK, N.A.  
AND THE TOWN OF HARRISBURG, NORTH CAROLINA]

DRAFT

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,  
DATED AS OF JANUARY 14, 2021, BETWEEN TD BANK, N.A.  
AND THE TOWN OF HARRISBURG, NORTH CAROLINA]

**TD BANK, N.A.,**  
as Bank

By: \_\_\_\_\_  
Kelly Carson  
Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

DRAFT



[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,  
DATED AS OF JANUARY 14, 2021, BETWEEN TD BANK, N.A.  
AND THE TOWN OF HARRISBURG, NORTH CAROLINA]

This Contract has been approved under the provisions of  
Section 159-152 of the General Statutes of North  
Carolina, as amended.

By: \_\_\_\_\_  
Secretary  
Local Government Commission of North Carolina

DRAFT

## **EXHIBIT A**

### **PAYMENT SCHEDULE**

Installment Financing Contract Date: January 14, 2021

Town: Town of Harrisburg, North Carolina

Loan Amount: \$[Par Amount]

Interest Rate/Payment Terms

#### **Fixed Rate**

The interest rate is 1.19% per annum fixed. Interest is calculated and imposed on the unpaid balance of the Loan Amount based on the payment schedule below. Interest on the Loan Amount is based upon a 360-day year, with twelve (12) thirty (30) day months. The Loan Amount plus interest shall be repaid by the Town to the Bank in semiannual installments of principal on each January 14 and July 14, commencing July 14, 2021, and semiannual installments of interest on each January 14 and July 14, commencing July 14, 2021, all as set forth on the Schedule attached hereto as Exhibit A-1. All remaining principal and accrued but unpaid interest shall be due and payable on January 14, 2033.

**TOWN OF HARRISBURG, NORTH CAROLINA**

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

Haynes Brigman  
Town Manager

**Exhibit A-1**  
**Payment Schedule**

[Insert schedule]

DRAFT

## EXHIBIT B

### CERTIFICATE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

The undersigned officials of the Town of Harrisburg, North Carolina (the “*Town*”), a municipal corporation of the State of North Carolina (the “*State*”), validly existing and in good standing under the laws of the State, do hereby certify as follows:

1. They are the duly appointed, qualified and acting incumbents of their respective offices of the Town, as set forth beside their signatures hereto, and as such are familiar with the books, records and affairs of the Town.

2. The Town is a municipal corporation validly existing and in good standing under and by virtue of the laws of the State with all requisite power and authority to own its properties and to carry on its business as is now being conducted.

3. Included in the transcript of which this certificate forms a part is a true, correct and complete copy of the resolution duly adopted by the Town Council of the Town on January 11, 2021 (the “*Resolution*”), authorizing, among other things, the appropriate officials of the Town to execute and deliver the following documents (collectively, the “*Instruments*”):

(a) an Installment Financing Contract dated January 14, 2021 (the “*Contract*”) between the Town and TD Bank, N.A. (the “*Bank*”); and

(b) a Deed of Trust, Security Agreement and Fixture Filing dated January 14, 2021 (the “*Deed of Trust*”) to the deed of trust trustee named therein for the benefit of the Bank.

4. The Resolution was duly adopted in accordance with all applicable laws, and the Resolution has not been amended or supplemented and is valid and in full force and effect.

5. The Town has authorized by all necessary action, the execution, delivery, receipt, acceptance and due performance of the Instruments and any and all such other agreements and documents as may be required to be executed, delivered and received by the Town to carry out, give effect to and consummate the transactions contemplated in connection with the execution and delivery of the Instruments.

6. Each of the Instruments has been duly authorized, executed and delivered by the Town, and the Contract constitutes a limited obligation of the Town payable solely from currently budgeted appropriations of the Town and does not constitute a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation.



7. The Town is not in default under or in violation of (a) any provisions of any applicable law, (b) the Instruments or (c) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the Town. Neither the execution and delivery of the Instruments nor compliance with the terms, conditions and provisions of the Instruments will conflict in any material respect with, result in a breach of, or constitute a default under, any of the foregoing.

8. Since June 30, 2020, there have not been any material adverse changes in the business, properties, financial position or results of operations of the Town, whether or not arising from transactions in the ordinary course of business, and since such date, except in the ordinary course of business, the Town has not entered into any transaction or incurred any liability material as to the Town.

9. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of our knowledge, threatened (a) contesting the corporate existence or powers of the Town or the titles of the officers of the Town to their respective offices, (b) seeking to prohibit, restrain or enjoin the collection of revenues by the Town or the application of the Loan Amount under the Contract wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position of the Town or the operation of its facilities or the validity or enforceability of the Instruments or (c) except as disclosed to the Bank, contesting or affecting the validity of the Instruments or the transactions contemplated thereby.

10. No approval, consent, or withholding of objection on the part of any regulatory body, federal, state or local, that has not already been obtained, is required in connection with the execution or delivery of or compliance by the Town with the terms and conditions of the Instruments.

11. Pursuant to the Resolution, each of the Town Manager, the Finance Director and the Town Clerk are designated to act on behalf of the Town, and the signature set forth opposite each of their names as shown in paragraph 12 below is such person's true and genuine signature.

[Signatures Begin on Following Page]

12. The below-named persons are the duly appointed and qualified incumbents of the respective offices of the Town set forth opposite their names and that the signatures set forth opposite their names are their genuine signatures:

| <u>NAME</u>    | <u>TITLE</u>     | <u>SIGNATURE</u> |
|----------------|------------------|------------------|
| Haynes Brigman | Town Manager     | _____            |
| Janet Rackley  | Town Clerk       | _____            |
| Brian Lee      | Finance Director | _____            |

Each capitalized term used but not otherwise defined in this Certificate has the meaning given to such term in the Contract.

**WITNESS** our hands as of the 14th day of January, 2021.

**TOWN OF HARRISBURG, NORTH CAROLINA**

\_\_\_\_\_  
Haynes Brigman  
Town Manager

\_\_\_\_\_  
Janet Rackley  
Town Clerk

**EXHIBIT C**

**[TO BE PLACED ON LETTERHEAD]**

**OPINION OF COUNSEL TO THE TOWN**

---

January 14, 2021

TD Bank, N.A.  
Greenville, South Carolina

Town of Harrisburg, North Carolina  
Harrisburg, North Carolina

Parker Poe Adams & Bernstein LLP  
Charlotte, North Carolina

***\$/[Par Amount]  
Installment Financing Contract  
between TD Bank, N.A.  
and the Town of Harrisburg, North Carolina***

Ladies and Gentlemen:

I am the Town Attorney for the Town of Harrisburg, North Carolina (the “*Town*”) and have acted in such capacity in connection with the Town’s authorization, execution and delivery of an Installment Financing Contract dated January 14, 2021 (the “*Contract*”) between TD Bank, N.A. (the “*Bank*”) and the Town. In such capacity, I have reviewed:

- (1) the constitution and laws of the State of North Carolina (the “*State*”);
- (2) certain proceedings taken by the Town Council of the Town, including the proceedings related to the public hearing held on the Contract on December 14, 2020 (the “*Public Hearing*”) and the resolution adopted by City Council on January 11, 2021 approving the Contract (the “*Resolution*”),
- (3) an executed copy of the Contract;
- (4) an executed copy of a Deed of Trust, Security Agreement and Fixture Filing dated January 14, 2021 (the “*Deed of Trust*”) from the Town, as grantor, to the deed of trust trustee named therein for the benefit of the Bank; and
- (5) such other information and documents as we have deemed relevant in order to render the opinions hereinafter expressed.

Where I have considered it appropriate, as to certain facts I have relied, without investigation or analysis of any underlying data contained therein, on certificates or other comparable documents of public officials or other appropriate representatives of the Town. Each capitalized term used but not defined herein has the meaning given to such term in the Contract.

Pursuant to the Contract, the Bank will advance to the Town funds in an aggregate principal amount of \$[Par Amount]. The Town has entered into the Contract under the authority of the General Statutes of North Carolina and other laws of the State, as amended, for the purpose of providing funds to (1) refinance (a) an Installment Financing Contract, dated as of May 27, 2015 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed Fire Station No. 3 at 8045 Rocky River Road, (b) an Installment Financing Contract and Security Agreement, dated as of February 12, 2012 with Bank of North Carolina, the successor to which is Pinnacle Bank, as modified, the proceeds of which financed an ion exchange treatment facility, pump house, control building and appurtenances for a groundwater well at 4050 Stallings Road, Harrisburg, North Carolina and an additional ion exchange treatment facility and appurtenances for an existing groundwater well at 8885 Rocky River Road, Harrisburg, North Carolina, (c) an Installment Financing Contract, dated as of January 23, 2014 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed extension of water lines on Rocky River Road and extension of sewer lines in the Steeplechase subdivision and abandonment of pump stations in Bradford Park, (d) an Installment Financing Contract, dated as of January 28, 2016 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed pipes, valves, fittings, pumps and other utility equipment necessary to extend water lines on Rocky River Road and Pharr Mill Road and abandonment of Quay Farm/Highland Ridge pump stations, and (e) a Financing Agreement and Deed of Trust dated October 30, 2017 with Branch Banking and Trust Company, the successor to which is Truist Bank, the proceeds of which financed the public works facility at 5404 Harrisburg Industrial Park Drive, and (2) pay certain costs incurred in connection with the execution and delivery of the Contract. To secure its obligations under the Contract, the Town has executed and delivered the Deed of Trust, granting to the Bank a lien on the Town's fee simple interest in the real property on which Fire Station No. 3 and the public works facility described above are located and all improvements now or hereafter located thereon, as more particularly described in the Deed of Trust.

On the basis of the foregoing examination, I am of the opinion, under existing law, that:

1. The Town is a municipal corporation validly existing under and by virtue of the Constitution, statutes and laws of the State, and has full legal right, power and authority to enter into and perform its obligations under the Contract and the Deed of Trust (collectively, the "*Financing Documents*") and to undertake the refinancing described above.
2. The Resolution has been duly adopted by the Town Council and the Town Council duly conducted the Public Hearing.
3. Each of the Financing Documents has been duly authorized, executed and delivered by the Town and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding agreement of the Town, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, or by equitable principles.
4. The Town's obligation to make payments under the Contract is a limited obligation of the Town payable solely from currently budgeted appropriations of the Town and does not constitute a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation, as more particularly described in the Contract.
5. All consents, approvals or authorizations of any governmental entity and all filings required on the part of the Town in connection with the authorization, execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect.



6. The Town's execution and delivery of the Financing Documents and its compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with, constitute on the part of the Town a breach of or default under, or result in the creation of a lien on any of the Town's property (except as contemplated in the Financing Documents) pursuant to, any agreement or other instrument to which the Town is a party, or any existing law, regulation, court order or consent decree to which the Town is subject.

7. To the best of my knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity before or by any court, public board or body, pending of which the Town has been served with a summons, summons and complaint or other notice of commencement, or overtly threatened against the Town, challenging the validity of the Financing Documents or contesting the power and authority of the Town to execute and deliver the Financing Documents or to consummate the transactions contemplated therein.

8. The Deed of Trust has been recorded in the Office of the Register of Deeds of Cabarrus County. The recording of the Deed of Trust is effective and in accord with State law.

The opinions set forth herein are limited to matters governed by the laws of the United States of America and the State, and no opinion is expressed herein as to the laws of any other jurisdiction. I express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in the State exercising customary professional diligence would reasonably recognize as being directly applicable to the Town and the transactions described in the Contract.

This legal opinion is delivered to you and is solely for your use in connection with the transactions contemplated by the Financing Documents. Except for the use by Parker Poe Adams & Bernstein LLP, as special counsel to the Town, as the basis of its opinion delivered in connection with the execution and delivery of the Contract, this opinion may not be used or relied upon by any other person, firm or entity or quoted for any other purpose without our prior written consent in each instance. This opinion is given as of the date hereof based on existing facts and law and is subject to changes therein. I am under no obligation, and do not undertake any obligation, to update or revise the opinions set forth herein for any reason including without limitation, facts or laws subsequently becoming known to me which cause such opinions to be inaccurate or incomplete.

Respectfully submitted,

Richard M. Koch, Esq.

**EXHIBIT D**

**[TO BE PLACED ON LETTERHEAD]**

**OPINION OF SPECIAL COUNSEL**

---

January 14, 2021

Town of Harrisburg, North Carolina  
Harrisburg, North Carolina

TD Bank, N.A.  
Greenville, South Carolina

***\$/[Par Amount]  
Installment Financing Contract  
between TD Bank, N.A.  
and the Town of Harrisburg, North Carolina***

Ladies and Gentlemen:

We have acted as Special Counsel in connection with the execution and delivery of an Installment Financing Contract dated January 14, 2021 (the “*Contract*”) between TD Bank, N.A. (the “*Bank*”) and the Town of Harrisburg, North Carolina (the “*Town*”) and have examined the record of proceedings relating thereto. Each capitalized term used but not defined herein has the meaning given to such term in the Contract.

Pursuant to the Contract, the Bank will advance to the Town funds in an aggregate principal amount of \$[Par Amount]. The Town has entered into the Contract under the authority of the General Statutes of North Carolina and other laws of the State of North Carolina, as amended, for the purpose of providing funds to (1) refinance (a) an Installment Financing Contract, dated as of May 27, 2015 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed Fire Station No. 3 at 8045 Rocky River Road, (b) an Installment Financing Contract and Security Agreement, dated as of February 12, 2012 with Bank of North Carolina, the successor to which is Pinnacle Bank, as modified, the proceeds of which financed an ion exchange treatment facility, pump house, control building and appurtenances for a groundwater well at 4050 Stallings Road, Harrisburg, North Carolina and an additional ion exchange treatment facility and appurtenances for an existing groundwater well at 8885 Rocky River Road, Harrisburg, North Carolina, (c) an Installment Financing Contract, dated as of January 23, 2014 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed extension of water lines on Rocky River Road and extension of sewer lines in the Steeplechase subdivision and abandonment of pump stations in Bradford Park, (d) an Installment Financing Contract, dated as of January 28, 2016 with Bank of North Carolina, the successor to which is Pinnacle Bank, the proceeds of which financed pipes, valves, fittings, pumps and other utility equipment necessary to extend water lines on Rocky River Road and Pharr Mill Road and abandonment of Quay Farm/Highland Ridge pump stations, and (e) a Financing Agreement and Deed of Trust dated October 30, 2017 with Branch Banking and Trust Company, the successor to which is Truist Bank, the proceeds of

which financed the public works facility at 5404 Harrisburg Industrial Park Drive, and (2) pay certain costs incurred in connection with the execution and delivery of the Contract. To secure its obligations under the Contract, the Town has executed and delivered the Deed of Trust, granting to the Bank a lien on the Town's fee simple interest in the real property on which Fire Station No. 3 and the public works facility described above are located and all improvements now or hereafter located thereon, as more particularly described in the Deed of Trust.

In such capacity, we have examined executed copies of the Contract, the Deed of Trust and such law, certified proceedings, instruments, opinions and other documents as we have deemed necessary to render the opinions hereinafter expressed. As to questions of fact material to the opinions hereinafter expressed, we have relied on representations of the Town contained in the Contract and the related documents thereto, the certified proceedings and other certifications of public officials and others furnished to us, including certifications furnished to us by or on behalf of the Town, without undertaking to verify the same by independent investigation. We have also relied upon the opinion of Richard M. Koch, Esq., as Town Attorney, dated the date hereof, as to the Town's due authorization, execution and delivery of the Contract and the Deed of Trust and the other matters set forth therein, without undertaking to verify the same by independent investigation. We have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing on such public records, certifications, and documents and proceedings.

On the basis of the foregoing, we are of the opinion, under existing law, that:

1. The Contract has been duly authorized, executed and delivered and constitutes a valid and legally binding obligation of the Town, enforceable against the Town in accordance with its terms.

2. The interest component of the Installment Payments paid under the Contract is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the Town complies with all requirements of the Internal Revenue Code of 1986, as amended (the "*Code*"), that must be satisfied subsequent to the initial execution and delivery of the Contract in order that the interest component of the Installment Payments paid under the Contract be, or continue to be, excludable from gross income for federal income tax purposes. The Town has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the interest component of the Installment Payments paid under the Contract to be included in gross income for federal income tax purposes retroactive to the date of the initial execution and delivery of the Contract. We express no opinion regarding other federal tax consequences arising with respect to the Contract.

3. The interest component of the Installment Payments paid under the Contract is exempt from all present State of North Carolina income taxation.

The rights of the owners of the Contract and the enforceability of the Contract and the Deed of Trust may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, liquidation, readjustment of debt, and other similar laws affecting creditors' rights and remedies generally, and by general principles of equity, whether such principles are considered in a proceeding at law or in equity.

Our services as Special Counsel in connection with execution and delivery of the Contract have been limited to rendering the opinions expressed above. We express no opinion relating to the financial resources of, or the creditworthiness of, the Town, or any other matters relating to an evaluation of the likelihood or the ability of the Town to make the Installment Payments under the Contract. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. We are furnishing the opinions expressed above to you solely for your benefit. No other person is entitled to rely on such opinions without our prior written consent. Such opinions are not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent.

Very truly yours,

**PARKER POE ADAMS & BERNSTEIN LLP**

DRAFT





## AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

---

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

**Section 1.** Amend General Fund to account for the 2021 Refunding IFC.

**Section 2.** To amend the General Fund, the appropriations are to be changed as follows:

|                                                               |              |
|---------------------------------------------------------------|--------------|
| Increase line item 100-2100-56310<br>Professional Fees        | \$ 15,000    |
| Increase line item 100-2100-58100<br>Debt Service – Principal | \$ 1,205,000 |
| Decrease line item 100-2100-58101<br>Debt Service - Interest  | \$ 10,000    |

**Section 3.** To amend the General Fund, the revenues are to be changed as follows:

|                                                                     |              |
|---------------------------------------------------------------------|--------------|
| Increase line item 100-49597<br>Proceeds from Installment Financing | \$ 1,210,000 |
|---------------------------------------------------------------------|--------------|

**Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of January, 2021.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk



## AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

---

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

**Section 1.** Amend the Water and Sewer Fund to account for the 2021 Refunding IFC.

**Section 2.** To amend the Water and Sewer Fund, the appropriations are to be changed as follows:

|                                                        |           |
|--------------------------------------------------------|-----------|
| Increase line item 400-6000-56310<br>Professional Fees | \$ 90,000 |
|--------------------------------------------------------|-----------|

|                                                               |              |
|---------------------------------------------------------------|--------------|
| Increase line item 400-6000-58100<br>Debt Service – Principal | \$ 7,340,000 |
|---------------------------------------------------------------|--------------|

|                                                              |           |
|--------------------------------------------------------------|-----------|
| Decrease line item 400-6000-58101<br>Debt Service - Interest | \$ 80,000 |
|--------------------------------------------------------------|-----------|

**Section 3.** To amend the General Fund, the revenues are to be changed as follows:

|                                                                     |              |
|---------------------------------------------------------------------|--------------|
| Increase line item 100-49597<br>Proceeds from Installment Financing | \$ 7,350,000 |
|---------------------------------------------------------------------|--------------|

**Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

**Section 5.** That this ordinance shall be effective upon its passage. Adopted this 11<sup>th</sup> day of January, 2021.

---

Steve Sciascia, Mayor

ATTEST:

---

Janet Rackley, Town Clerk

**Town of Harrisburg, North Carolina**  
**Schedule of Fees**  
**Fiscal Year 2021**

| GENERAL FEES |
|--------------|
|--------------|

|                                                                 |                                                                                   |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Copy Machine Fee                                                | \$0.25 per copy                                                                   |
| Passport Acceptance Fee                                         | \$35 per Application                                                              |
| Electric Vehicle Charging Station                               | \$0.50 per hour                                                                   |
| Solicitation Permit Application Fee                             | \$25 per Application                                                              |
| Credit Card Fees*                                               | Convenience Fee - \$2.50 per transaction<br>Surcharge - 2.50% of amount of charge |
| Copy of Town Council or Planning and Zoning Board Meeting (DVD) | \$5                                                                               |

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**Miscellaneous Zoning Fees**

---

|                         |      |
|-------------------------|------|
| Copy of UDO             | \$35 |
| Map Fees                |      |
| 17" x 22" Maps (ANSI C) | \$10 |
| 22" x 34" Maps (ANSI D) | \$15 |
| 34" x 44" Maps (ANSI E) | \$20 |

*Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.*

\*Fees suspended from July 30, 2020 to February 28, 2021.

# Town of Harrisburg, North Carolina

## Schedule of Fees

Fiscal Year 2021

### WATER & SEWER

#### Other Water and Sewer Charges and Fees

##### Account Delinquency Charge\*

|                                                                    |       |
|--------------------------------------------------------------------|-------|
| Charge for water/sewer account after delinquency due to nonpayment | \$100 |
|--------------------------------------------------------------------|-------|

##### Late Fee\*\*

|                                                                                          |      |
|------------------------------------------------------------------------------------------|------|
| Late fee (will be charged on accounts with unpaid balances beyond the 15th of the month) | \$10 |
|------------------------------------------------------------------------------------------|------|

##### NSF Fee

|                                                                                                                  |      |
|------------------------------------------------------------------------------------------------------------------|------|
| After customer has been charged an NSF fee three times, the Town will no longer accept checks from that customer | \$25 |
|------------------------------------------------------------------------------------------------------------------|------|

##### Water and Sewer Deposit/Set-up Fee

|                                               |      |
|-----------------------------------------------|------|
| W/S Deposit (refundable)                      | \$45 |
| W/S Set-up fee (one-time fee, non-refundable) | \$25 |

##### Meter Test Charges

|                                                                                                   |       |
|---------------------------------------------------------------------------------------------------|-------|
| Meter Test Charge (only if meter is working properly; no charge if meter is not working properly) | \$25  |
| Interrogate Meter - Customer Requested (First request at no cost)                                 | \$50  |
| Testing Meter - Customer Requested                                                                | \$100 |

##### Other Water and Sewer Charges

|                                                                      |                                          |
|----------------------------------------------------------------------|------------------------------------------|
| Non-emergency after hours water cutoffs                              | \$100                                    |
| Meter Change Out - Customer Requested                                | \$275                                    |
| Water use permit for tank/tankers                                    | \$50                                     |
| Move existing water service to another location on the same property | At cost (labor, equipment and materials) |

##### Fees for Violations of Mandatory Water Restrictions

|                               |         |
|-------------------------------|---------|
| Residential                   |         |
| First offense                 | \$100   |
| Second and subsequent offense | \$300   |
| Commercial/Industrial         |         |
| First offense                 | \$500   |
| Second and subsequent offense | \$1,500 |

*\*Account Delinquency Charge does not apply to customers with an active payment arrangement in good standing.*

*\*\*Fees suspended from July 30, 2020 to February 28, 2021.*





## TOWN OF HARRISBURG

### Agenda Item Details

**Title:**

Development of FY2022 Budget Calendar

**Presenting Personnel:**

Brian Lee, Finance Director

**Suggested Motion or Action:**

To approve the attached FY2022 Budget Calendar

**Description/Background:**

Attached is a preliminarily developed FY2022 Budget Season Calendar for Council's consideration and development.

The attached calendar provides a template which is aimed at accomplishing a few goals as follows:

1. Have the budget calendar interact well with regularly scheduled Town Council meetings, including the agenda preparation week prior to each respective meeting.
2. Providing enough time between meetings for staff to produce and provide the budget books and other materials to Council three days before the budget meeting takes place so there is enough time to better understand the information and gather your thoughts.
3. Keeps meetings other than the potential January workshop during the work week.
4. Provides Management and staff with adequate time for internal department budget meetings and development sessions to take place for each department throughout the entire budget process.
5. All weekday budget workshops will be scheduled for 6 pm - 9 pm.

**Highlights:**

January - Council Retreat

February - 1) Council, Town Clerk, Administration, Finance, Communications

2) Human Resources, Information Tech (all departments), Economic Development & Planning and Zoning

March - 1) Fire, Deputies, Parks and Recreation

2) Engineering, Streets, Powell Bill, Environmental Protection, Water and Sewer, Storm Water

April - Draft 2 meeting(s)

May - Manager's Recommended Budget Presented

Council members will be able to participate in person, or virtually. These meetings will be open to the public.

Please bring your calendar and be prepared to finalize the Budget Calendar.

**Recommendation:**

Staff recommends Council establish final dates for Budget meetings and vote to approve an agreed upon Budget Calendar.

**Fiscal Impact:**

None.

**Attachments:**

1. Budget Calendar

# 2021

# 2021

# February

2021

| Sun | Mon                             | Tue                                                                                      | Wed | Thu                                                                   | Fri | Sat |
|-----|---------------------------------|------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------|-----|-----|
|     | 1                               | 2                                                                                        | 3   | 4                                                                     | 5   | 6   |
| 7   | 8<br>Town<br>Council<br>Meeting | 9                                                                                        | 10  | 11                                                                    | 12  | 13  |
| 14  | 15                              | 16<br>Budget Workshop<br>Draft 1<br>Council, Clerk,<br>Admin, Finance,<br>Communications | 17  | 18                                                                    | 19  | 20  |
| 21  | 22                              | 23                                                                                       | 24  | 25<br>Budget<br>Workshop<br>Draft 1<br>HR, IT, Econ<br>Dev & Planning | 26  | 27  |
| 28  |                                 |                                                                                          |     |                                                                       |     |     |



# 2021

Template © calendarlabs.com

| April<br>2021 | Sun | Mon                                                       | Tue | Wed                                             | Thu                                             | Fri | Sat                                             |
|---------------|-----|-----------------------------------------------------------|-----|-------------------------------------------------|-------------------------------------------------|-----|-------------------------------------------------|
|               |     |                                                           |     |                                                 | 1                                               | 2   | 3                                               |
|               | 4   | 5                                                         | 6   | 7                                               | 8<br>Budget Workshop<br>Draft 2<br>Fin Models   | 9   | 10                                              |
|               | 11  | 12<br>Town Council Meeting                                | 13  | 14<br>Budget Workshop<br>Draft 2<br>(If needed) | 15                                              | 16  | 17<br>Budget Workshop<br>Draft 2<br>(If needed) |
|               | 18  | 19                                                        | 20  | 21                                              | 22<br>Budget Workshop<br>Draft 2<br>(If needed) | 23  | 24                                              |
|               | 25  | 26<br>**deadline for<br>changes to<br>MRB for<br>agenda** | 27  | 28                                              | 29                                              | 30  |                                                 |

| May<br>2021 | Sun | Mon                                                | Tue | Wed | Thu | Fri | Sat |
|-------------|-----|----------------------------------------------------|-----|-----|-----|-----|-----|
|             |     |                                                    |     |     |     |     | 1   |
|             | 2   | 3                                                  | 4   | 5   | 6   | 7   | 8   |
|             |     | MRB Agenda<br>Publish<br>Deadline                  |     |     |     |     |     |
|             | 9   | 10                                                 | 11  | 12  | 13  | 14  | 15  |
|             |     | Town Council<br>Meeting –<br>Public<br>Hearing MRB |     |     |     |     |     |
|             | 16  | 17                                                 | 18  | 19  | 20  | 21  | 22  |
|             |     |                                                    |     |     |     |     |     |
|             | 23  | 24                                                 | 25  | 26  | 27  | 28  | 29  |
|             |     |                                                    |     |     |     |     |     |
|             | 30  | 31                                                 |     |     |     |     |     |