



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

**February 8, 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/82048406173?pwd=eHJPZzBaTUstSitZK1I1VWMvMklXUT09>

Meeting ID: 820 4840 6173
Passcode: 423323

Or join by phone:
1 929 205 6099
or
1 301 715 8592

- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
1. Black History Month Proclamation.
 2. Harrisburg Discrimination Protection Proposal - Mary E. Perez, President, Encompassing Margins Corporation.
- 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 January 11, 2021 Town Council meeting.
- B. Consider the minutes of the December 14, 2020 Closed Session.
- C. Consider the minutes of the January 11, 2021 Closed Session.

- D. To set a public hearing for March 08, 2021 to consider the annexation of parcel 55061061470000 off of Plaza Rd Ext associated with Kelly Woods Rezoning (H2020-08-R).

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. Public Hearing to consider the annexation of six (6) parcels off of Rocky River Crossing Road associated with Shelby Woods Residential Subdivision

5. OLD BUSINESS

- A. Consideration of Winning Bid on Old Fire Station #2 Property and related FY2021 Budget Ordinance Amendment
- B. Consideration of Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for Harrisburg Park Redevelopment Project - Phase I
- C. Consideration of FY2021 Budget Ordinance Amendment for additional AMI Water Meters
- D. Update of New TIA Process and Consideration of Extension of New TIA Process through March 8, 2021

6. NEW BUSINESS

- A. Consideration of Contract with Black and Veatch Engineering for the FY2021 Waterline Design Project and related Project Ordinance Amendment
- B. Consideration of FY2021 Budget Ordinance Amendments for Public Works Capital Purchase and to Surplus Existing Item
- C. Consideration of Parks and Recreation Advisory Board Appointments

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

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.



Black History Month Proclamation

Whereas, Black History Month was inspired by Dr. Carter G. Woodson, a Harvard University trained Black scholar, who found in his studies that history books largely ignored the Black population; and

Whereas, Dr. Woodson accepted the challenge of writing Black people into the nation's history and went on to launch programs that have culminated into a month that draws the world's attention to the contributions of Black people throughout history; and

Whereas, this observance affords special opportunity to become more knowledgeable about Black heritage, and to honor the many Black leaders who have contributed to the progress of our nation; and

Whereas, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

Therefore I, Steven Sciascia, Mayor of the Town of Harrisburg, North Carolina, do hereby proclaim the month of February, 2021 as

Black History Month

in the Town of Harrisburg and urge all citizens to join together in making this a period of rededication to the principles of justice and equality for all people.

This the 8th day of February, 2021.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the January 11, 2021 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the January 11, 2021 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. January 11 minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, JANUARY 11, 2021
6:00 PM**

MINUTES

This meeting was held 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

One change to the agenda was proposed: Move Item 2B – Closed Session minutes, to the Closed Session tonight.

MOTION:

Councilmember Russo made a motion to adopt the agenda with the change proposed. Second was made by Councilmember Dellinger. **The motion passed 7-0.**

1B.

INVOCATION

Councilmember Russo conducted the invocation.

1C.

PLEDGE OF ALLEGIANCE

1D.

SPECIAL PRESENTATIONS

- Martin Luther King Jr. Day Proclamation

1E.

PUBLIC COMMENT

None

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. Consider approval of Albiza Drive and Frances Haven Drive in the Frances Haven Subdivision for Street Acceptance and Related Value
- D. Set a public hearing for February 8, 2021 to consider the annexation of six (6) parcels off of Rocky River Road associated with Shelby Woods Residential Subdivision
- E. Consider FY2021 Budget Ordinance Amendments for Fire Station #1 HVAC Replacement
- F. Consider adoption of 2021 Town Council Meeting Calendar

MOTION:

Councilmember Selberg made a motion to approve the Consent Agenda minus 2B which was moved earlier in the agenda. Second was made by Councilmember Booth. **The motion passed 7-0.**

3A.**COMMUNICATIONS****TOWN MANAGER/FINANCE REPORT****Manager Report:**

- Apologized for an inadvertent email that went out to some utility customers in December notifying them of an upcoming payment. It came from our billing software company and was a glitch in their system. We have worked with them to get this corrected and it should not happen going forward.

Finance Report:

- Finance Director Brian Lee presented the Finance report. As part of the report, Mr. Lee recommended moving forward with expenditures of vehicles, equipment, single-year projects, and hiring of new positions that were approved in the budget but put on hold due to COVID-19.

MOTION:

Councilmember Selberg made a motion to move forward with the expenditures as recommended by the Finance Director. Second was made by Councilmember Booth.

Council asked for detailed list with dollar amounts before making a decision. Mr. Lee stated that he could send that to them during the meeting tonight.

The motion and second were then withdrawn until Council has a chance to look at this further.

Law Enforcement Update:

Sgt. Chad Sloop presented the Law enforcement report.

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

- Racial Equity Taskforce will be pushing out the first of three surveys to residents on Monday. This one is concerning law enforcement and will go out on social media platforms and possibly in the water bills as well.
- Blume subdivision has 5 retention ponds, which is more than necessary. They are required to have an escrow account with 15% of the value of those ponds to be used for maintenance. In this subdivision, that amounts to about a quarter of a million dollars, which means the HOA needs to effectively double the HOA fees for residents. The HOA was unaware of this requirement before. He has spoken to Rob Donham, Engineering and Public Works Director, who stated that this won't happen in future subdivisions. The question was asked if the funds could be in bonds or if it had to be liquid cash, Mr. Donham was not sure, but believed it would be liquid cash.
- In the Finance Report, Finance Director Brian Lee recommended moving forward with expenditures of vehicles, equipment, single-year projects, and hiring of new positions that were approved in the budget but put on hold due to COVID-19.

MOTION:

Councilmember Selberg made a motion to move forward with the expenditures as recommended by the Finance Director. Second was made by Councilmember Booth. **The motion passed 7-0.**

3C.**COMMUNICATIONS****COUNCIL'S COMMENTS****Councilmember Staton-Williams**

- Annual MLK weekend celebration begins January 15th. On Friday there will be a panel discussion from many community leaders. On Saturday the 16th, there will be a day of service held at Barber Scotia College where community members can drop off non-perishable items that will be donated to Cooperative Christian Ministry, and then an oratory contest will be held as well as an arts contest. The memorial service will be live-streamed

on Monday at noon, and there will be another panel discussion with Emerging Social Justice leaders throughout Cabarrus County.

- League of Municipalities – proposed Legislative Goals have been sent out and we have an opportunity to vote on them. They are (in no particular order):
 - Grant local governments the authority to build broadband infrastructure in order to partner with private providers and provide additional funding to help close the digital gap
 - Secure federal and state aid directly to municipalities to off-set all lost revenues due to the COVID pandemic
 - Expand incentives and funding for local economic development
 - Refine economic tier designation systems to more accurately reflect conditions at sub-county level
 - Revitalize vacant and abandoned properties with enhanced legal tools and funding
 - Increase state and federal funding for affordable housing
 - Create a permanent and adequate funding stream for local infrastructure needs
 - Provide funding to keep aging water and sewer systems financially solvent today and viable for the future
 - Ensure state funding for any new state mandated benefits for municipal employees
 - Improve state-wide funding and support for LEO training focused on use of force, mental health and de-escalation skills
 - Permit all cities to establish a police department citizen review board
 - Allow a short grace period for online posting of local emergency declarations while allowing them to take effect immediately
 - Increase public safety grant funding and expand allowable uses
 - Extend notification timelines for any changes to sales tax revenue disbursement
 - Reduce pressure on property tax payers by expanding locally controlled options for revenue generation
 - Increase state funding to support transportation development and operation
 - Improve processes and payments for moving utility lines located in the right-of-way during transportation projects

We have the ability to vote for ten of these seventeen goals. We need to get a consensus from all of Council to see which items they would like to see pushed forward. Council will email Councilmember Staton-Williams their top ten.

- We have added a Hickory Ridge High School student to the Racial Equity Taskforce.
- Would also like to discuss during the budget process this year making the Multi-Cultural Festival a part of our Parks and Recreation events.

Councilmember Dellinger

- Reminder to remember the Concord police officer who was killed in the line of duty recently.
- Resident recently asked whether we are seeing trends of increased accidents at the Caldwell and Highway 49. Lt. Measimer responded that the Sheriff's Department has not seen any trends there.
- Also had a complaint about the lack of lighting at Harris Depot and Highway 49.
- Harmony Acres – there hasn't been much activity there recently. Mr. Donham stated that they have completed the advance grading and will be starting to do some utility work soon.

Councilmember Patrick

- Pharr Mill deconstruction project – he has had some inquiries from local historical groups who are interested in this project. Asked that whoever is managing this project keep him abreast of plans so he can let these people know how they can help.

Mayor Pro-Tem Smith

- Commended our first responders who recently assisted a resident with mobility issues. This person had been handled by other entities that same day but said that our firefighters were the first who really made him feel safe.

Mayor Sciascia

- The Sustainability Advisory Board will be revising and cleaning up a few items in their by-laws and we will bring those to Council on the Consent Agenda next month. One of the things they are changing is setting a definite number of members at nine.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

Consider Draft GMP Change Order #5, Project Ordinance Amendment and FY2021 Budget Ordinance

Amendment for Harrisburg Park Redevelopment Project – Phase 1. 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 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 provided 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.

Following Mr. Donham’s presentation, discussion surrounded the following:

- Questions about landscaping in the park
- Asking about providing cost breakdowns at the end of the project

- Can funding be used from Land of Frost or from fee in lieu of from developers
- Sponsorships
- Thanked Mr. Donham for the work he has done on this project
- Can the stairs wait
- Questions about the GMP and contingency
- Required items to open the park vs those that should be done but could wait
- Stairs and patio in front of amphitheater

MOTION:

Councilmember Russo made a motion to approve the provided draft GMP Change Order #5, Project Ordinance Amendment and FY2021 Budget Ordinance Amendment for the Harrisburg Park Redevelopment Project - Phase I with the following changes: \$75,000 now and \$75,000 in the fall for landscaping, keep the existing gate at the park for a savings of \$18,000, and make sure the switchback walkway is ADA compliant before adding stairs. Second was made by Mayor Pro-Tem Smith. **The motion passed 6-1 (Councilmember Dellinger voting against).**

5B.

OLD BUSINESS

Update of new TIA process and consideration of extension of new TIA process through February 28, 2021. 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.

MOTION:

Mayor Pro-Tem Smith made a motion to extend the new TIA process through February 28, 2021. Second was made by Councilmember Selberg. **The motion passed 7-0.**

6A.

NEW BUSINESS

Consider resolution approving the financing terms and related draft Financing Agreement and FY2021 Budget Ordinance Amendments for the 2021 Refunding IFC. A Refunding of the following debts was approved at the December 14, 2020 Town Council meeting totaling up to \$8,800,000.

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

TD Bank was selected to move forward in the process with a 12-year proposal at 1.19% with projected savings of approximately \$441,000, with \$74,000 in the General Fund and \$367,000 in the Water and Sewer Fund. The main objective, however, was 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.

The draft final contract contains the following terms:

- \$8,537,000 not to exceed total loan value
- 12-year repayment schedule with semi-annual level-principal plus interest payments
- Interest rate of 1.19%
- Non-Bank Qualified
- TD Bank as the lender

The provided draft financing contract contains placeholders throughout the contract for the "par amount", or total loan amount. Because some of the loans being refunded have regularly scheduled payments being made between the date that this agenda item is being published and the date that the loan is closed, the exact payoff amounts are still unknown and estimated on a few of the existing loans. Thus, the draft contract is provided and the par amount on the final contract will not exceed \$8,537,000, but could potentially come in slightly lower.

Schedule A-1, or the loan amortization table, will be updated and included with the contract once the final par amount is established and prior to execution or signature by the parties involved.

Savings as a result of this refunding exceed the expectations presented last month, coming in at savings of \$78,000 in the General Fund and \$391,000 for the Water and Sewer Fund. That is additional savings from the anticipated figures of \$4,000 in the General Fund and \$24,000 in the Water and Sewer Fund and totals over \$469,000 in savings over 12 years.

The final installment payment will be made on January 15, 2033.

MOTION:

Councilmember Selberg made a motion to adopt a resolution of the final financing terms for the 2021 Refunding IFC with TD Bank, which include an \$8,537,000 not to exceed value, an interest rate of 1.19% and a payment term not to extend beyond January 15, 2033 and the related draft financing agreement and FY2021 Budget Ordinance Amendments, as provided. Second was made by Councilmember Booth. **The motion passed 7-0.**

6B.

NEW BUSINESS

Consider changes to the FY2021 Schedule of Fees and other Utility Customer Assistance Programs in response to COVID-19. During a portion of FY2020 and throughout FY2021, Town Council has complied with the Governor's Executive Orders regarding public utility COVID-19 relief mandates including the suspension of late fees and reconnection fees and providing extended payment arrangements to customers with overdue balances. Town Council also elected to suspend credit card convenience fees to encourage payment in electronic forms rather than in Town facilities.

The executive orders ended on July 30, 2020, however, the suspension of the \$10 late fee and credit card convenience fee has remained in place throughout this time. The waiver of fees is set to expire and revert to the original Schedule of Fees on January 31, 2021.

Due to the continued hardship placed on our community and nation from the COVID-19 pandemic, further relief is being requested for the Town's utility customers in the following forms:

1. Extend the COVID-19 Schedule of Fees, as attached, which is set to expire on 1/31/2021, to 2/28/2021, resulting in the continued suspension of the \$10 late fee and credit card convenience fees for the next month. A more thorough financial analysis will be presented at the February Town Council meeting to assess any further relief options and the related funding mechanisms required for each one.
2. Rename the \$100 Account Reconnection fee to "Account Delinquency fee." This will better describe the customer's account status and aligns the assessment of the fee with the account's change to a delinquent status which removes the previous link this fee had with the physical disconnection or reconnection of the customer's account. This should help to clarify that the fee is being assessed as a result of non-payment of the utility account balance.

Additionally, the Town would like to encourage customers to enroll in auto-draft payment from a checking account to pay their utility bill. Auto bank draft, established by the Town, is the most reliable form of payment and has the lowest cost of any payment form to the Town and the customer.

Monthly, beginning with the January utility bill, a random drawing of any and all active bank draft customers will be held for a free month's utility bill, up to \$75. Each customer will be eligible once per fiscal year.

MOTION:

Councilmember Russo made a motion to approve the amended FY2021 COVID-19 Schedule of Fees expiring on the last day of June 2021 and the Bank Draft Free Utility Bill Program. Second was made by Mayor Pro-Tem Smith. **The motion passed 7-0.**

6C.**NEW BUSINESS**

Development of FY2022 Budget Calendar. Presented 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.

After some discussion, the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve Option D for the budget retreat. Second was made by Councilmember Booth. **The motion passed 7-0.**

MOTION:

Councilmember Staton-Williams made a motion to approve the following budget workshop dates: February 17, February 25, March 11, March 23, April 8, April 14, April 17 and April 22. Second was made by Councilmember Russo. **The motion passed 7-0.**

7.**ACTION ITEMS**

- Set up virtual Community Chat – January 28, 2021
- Look for sponsorship opportunities for Harrisburg Park

- Get back some information related to HCYA funding that may be available for some of the park improvements.
- Alert the public via social media, website or newsletter related to savings that the Town has realized over the past year.
- Keep Councilmember Patrick updated on the Pharr Mill deconstruction.
- Look into the lighting situation at Harris Depot and Highway 49.
- Look into having the Multi-Cultural Festival come under the Parks and Recreation Department.

8.

CLOSED SESSION

MOTION:

Mayor Pro-Tem Smith made a motion to go into Closed Session to discuss personnel matters. Second was made by Councilmember Booth. **The motion passed 7-0.**

Upon returning from Closed Session the following action was taken:

MOTION:

Mayor Pro-Tem Smith 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 Russo. **The motion passed 7-0.**

ATTEST:

Steve Sciascia, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the December 14, 2020 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the December 14, 2020 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the January 11, 2021 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the January 11, 2021 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

To set a public hearing for March 08, 2021 to consider the annexation of parcel 55061061470000 off of Plaza Rd Ext associated with Kelly Woods Rezoning (H2020-08-R).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

Motion to set a public hearing for March 08, 2021 to consider the annexation of 55061061470000 off of Plaza Rd Ext associated with Kelly Woods Rezoning (H2020-08-R).

Description/Background:

A Public Hearing is requested for March 08, 2021 to consider the annexation of parcel 55061061470000 off of Plaza Rd Ext. The parcel is currently in the County and is associated with Rezoning request H2020-08-R to rezone from Low Density Residential (LDR) to Conditional Residential Low Density (CZ-RL). The purpose of annexation and rezoning is to subdivide the parcel into four lots for single family homes. The parcel is not contiguous to Harrisburg's corporate boundary.

A public hearing for the annexation and rezoning of this parcel will be held on March 08, 2021.

Recommendation:

Staff recommends setting the public hearing to consider annexation of the parcel, currently in the County.

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. Kelly Woods Annexation Application
2. Kelly Woods Survey
3. Certificate of Sufficiency
4. Resolution Fixing Date of Public Hearing - Kelly Woods



Harrisburg NC

The right side of opportunity

PETITION REQUESTING ANNEXATION

DATE: 9-12-2020

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

AND

☒ DESCRIBED AS FOLLOWS:

13075 PLAZA RD EXTENTION (CABARRUS COUNTY)

* THIS 2.46 ACRE parcel is within walking distance of Brookdale Harris Teeter Shopping Center, NOVANT Health, and the New 2020 Farmington master-planned development off Exit 36 on I-485 and Rocky River Rd, Harrisburg, NC *

* This 2.46 Acre parcel is also in the Harrisburg Area Land Use Plan to be Low Density Residential (p. 25) UDO defines future RL district. *

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

HARRISBURG Real Estate Investments, LLC

5640 Rocky River Rd.

CHARLOTTE, NC 28215

(704) 651-2002

401 CEO KR CHATMAN

[Signature]

9-12-2020

NOTE:
THIS PROPERTY MAY BE SUBJECT TO MAXIMUM IMPERVIOUS AREA REQUIREMENTS. BEFORE MAKING ANY RENOVATIONS OR REPAIRS TO THIS PROPERTY CHECK WITH THE LOCAL PLANNING OR ZONING DEPARTMENT FOR ANY RESTRICTIONS OR REGULATIONS IN PLACE.

NCGS "SHINN"
N: 562,625.58 FT
E: 1,500,112.67 FT
NAD 83 (2011)
CSF: 0.99984136

NCGS GRID NORTH
NAD 83 (2011)



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 12710 page 34, that the error of closure as calculated by Latitudes and departures is 1:23,000+/-; That boundaries not surveyed shown as broken lines drawn from information found as noted.
Witness my hand and seal this 30th day of APRIL 2019

James T. West

L-3392
REG. NO.



DEUT. V: 27-17/PROV. V: 22-28
115 Plaza Dr Harrisburg, N.C.
(704)-455-9553 PHONE
(704)-455-9008 FAX
<http://www.harrisburgsurveying.com>

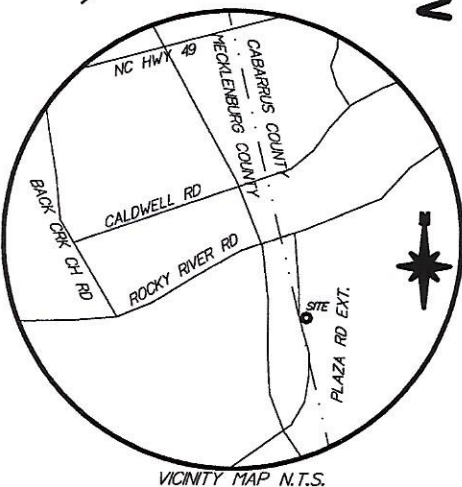
This property is subject to any and all R/W's or easements of record not uncovered by this survey

This survey was performed without the benefit of a Title Report.

Zoned: LDR
Setbacks:
Front: 75'
Side: 20'
Rear: 30'

NOTES:

1. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED R/W OR EASEMENTS NOT OBSERVED.
2. PROPERTY ZONED: "LDR" SETBACKS ARE AS FOLLOWS: FRONT: 75' / SIDE: 20' / REAR: 30'
3. IRON PINS ARE AT ALL CORNERS UNLESS OTHERWISE NOTED
4. BOUNDARY PREDICATED BY MONUMENTS FOUND AND RECORD INFORMATION AS SHOWN.
5. AREAS DETERMINED BY THE COGO CALCULATION METHOD.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT THEREFORE OTHER EASEMENTS OR ENCUMBRANCES MAY EXIST THAT WERE NOT OBSERVED BY THIS SURVEYOR.
7. THE BEARING AND DISTANCES SHOWN HEREON ARE GROUND, NAD 83 (2011 ADJUSTMENT) BASED UPON THE NORTH CAROLINA GEODETIC STATE PLANE COORDINATE SYSTEM. THIS INFORMATION WAS TAKEN FROM A GPS OBSERVATION ON APRIL 25, 2019 USING A SP 90 IN CONJUNCTION WITH THE N.C.G.S., V.R.S. AND BASED ON THE C.O.R.S.



PLAZA ROAD EXTENSION
60' PUBLIC R/W
CABARRUS COUNTY
MECKLENBURG COUNTY

2.46 Acres.
107297 Sq.ft.
PIN# 5506 10 6147
VACANT

SHED ENCROACHMENT

OPEN PIPE

OPEN PIPE

OPEN PIPE

OPEN PIPE

OPEN PIPE

OPEN PIPE

OPEN PIPE

OPEN PIPE

OPEN PIPE

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N/F
FRANK JARO
DB 11597 PG 89
PIN#5505 19 6886

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	0°23'47"	274.35'	39654.35'	S2°28'43"E	274.35'

EIP - Existing Iron Pin / Pipe
NIP - New Iron Pin (1/2" Iron Rod/Rebar)
CP - Computed Point
P/P - Power Pole
R/W Mon. - Right-of-Way Monument
R/W - Right of Way
Asph. - Asphalt
Conc. - Concrete
B/C - Back of Curb
Tele - Telephone
PWR - Power
H/VAC - Heating Vent & Cooling
O/VHD - Overhead Utility
Util - Utilities
Esmt. - Easement
C - Center Line

R/W
ESMT.
PROPERTY LINE
SETBACK
FENCE
UTIL LINE (PWR, TELE, ETC.)
APPX. LOCATION OF PROP. LINE

This property is not in a 100 & 500 year flood hazard area. Reference FIRM map #3710550600K Effective date NOV. 16, 2018

Survey of 2.46 Ac. Remaining land of DB 12710 PG 34 Tract 1, PIN# 5506 10 6147

Owned by: Larry W. Pigg et. al.

Survey for: Meant2B, LLC

NO. 1 TOWNSHIP

CABARRUS COUNTY

North Carolina

Scale: 1" = 100'

Date: APRIL 26, 2019



Revision

References: DB 12710 PG 34, ALL DEEDS AS SHOWN

Drawn By: SDG

Checked By: JTW

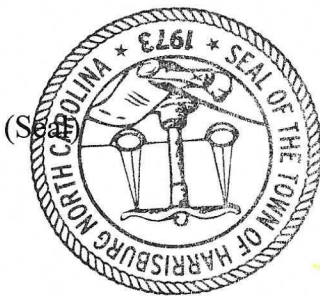
MSCAD- 190216 Cab



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-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 1st day of February, 2021.



Janet Rackley
Janet Rackley, Clerk



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.1**

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 March 8, 2021.

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

Lying and being in Number One (1) Township. Cabarrus County. North Carolina on the Eastern side of Plaza Road Extension and being more particularly described as follows:

BEGINNING at rebar on the Eastern edge of the right of way of Plaza Road Extension, said rebar being a corner of Lot 41 of Cabarrus Woods Subdivision (Map Book 1 5 Page 5 1) and having NC Grid Coordinates N: 560.447.19 E: 1.501.552.08 (NAD 83 (201 1)) and running thence from the point of Beginning with the line of Lot 4 1 Cabarrus Woods Subdivision North 30-43-32 East 155.94 feet to an open pipe, corner of Lot 34 Cabarrus Woods: thence with the lot lines of Lots 34, 33, 32, 31, 30, 29, 28, 27 and 26 of Cabarrus Woods Subdivision South 13-28-36 East 664.27 feet to a rebar, corner of Frank Jaro (now or formerly, Book 1 1597 Page 89): thence with the line of Jaro South 85-34-39 West (passing a rebar at 5.28 feet and an open pipe at 21 1 .95 feet) for a total distance of 242.30 feet to a computed point in Plaza Road Extension, thence with Plaza Road Extension North 02-07-10 West 209.04 feet to a computed point, thence continuing with Plaza Road Extension a curve to the northwest having a radius of 39654.35 and chord bearing and distance of North 02-28-43 West 274.35 feet and an arc length of 274.35 feet to a computed point, thence North 30-43-32 East 55.91 feet to the point and place of BEGINNING, containing 2.46 acres, more or less: as surveyed by James T. West. P.L.S., dated April 30, 2019

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:

Janet Rackley, Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing 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:

Hold Public Hearing to consider the annexation of six (6) parcels off of Rocky River Crossing Road associated with Shelby Woods Residential Subdivision. Town Council will NOT vote on this annexation at this meeting.

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 and closed on February 08, 2021, Annexation decision (Town Council action) will be made at the March 8th Town Council meeting.

Recommendation:

Staff recommends holding 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 (2)
5. Ordinance 7015



HarrisburgNC

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 01 NASSAK
2208 Duxbak Lane Waxhaw NC 28173

RL Childers By: [Signature] Rudy Childers
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

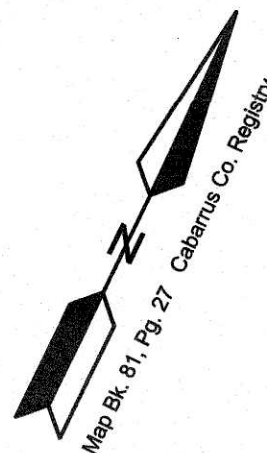
41644 Snow Dr

Harrisburg IN 47603



LEGEND

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

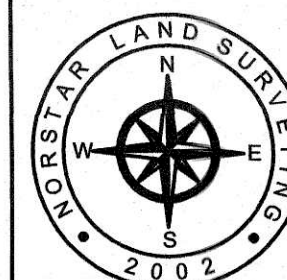


Total Area
398589.07 sf
9.150 AC

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'

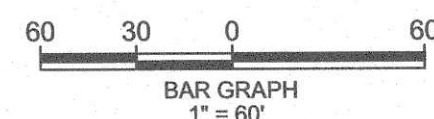
NLS NO.	18201
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DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

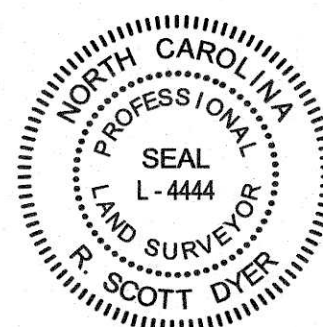
[illegible]

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.




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:

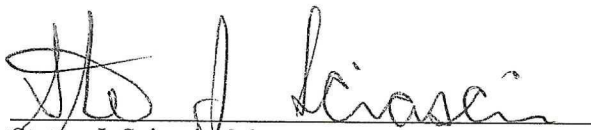
Section 1. A public hearing on the question of annexation of the area described herein will be held (virtually) at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on February 8, 2021.

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:


Janet Rackley, Town Clerk



ORDINANCE #7015
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF HARRISBURG, NORTH CAROLINA

WHEREAS, the Town Council has adopted a resolution under G. S. 160A-31 stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of annexation was held (virtually) at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg NC at 6:00 p.m. on February 8th, 2021 after due notice; and

WHEREAS, the Town Council finds that the proposed annexation meets the requirements of G. S. 160A-31;

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

Section 1. By virtue of the authority granted by G. S. 160A-31, the following described contiguous property is hereby annexed into the Town of Harrisburg as of March 8th, 2021:

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 2. Upon and after 8th day of March, 2021 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3: The Mayor the Town of Harrisburg shall cause to be recorded in the office of Register of Deeds Cabarrus County, and in the Office of Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, along with a certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G. S. 163-288.1.

Adopted this the 8th day of March 2021.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Winning Bid on Old Fire Station #2 Property and related FY2021 Budget Ordinance Amendment

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

If approved:

Motion to accept the \$506,150 offer to purchase from Starnes Commercial Properties, LLC as the winning bid in the upset-bid process for the sale of Old Fire Station #2 and authorize the Town Manager and Town Attorney to close the transaction within 45 days.

Motion to approve the attached FY2021 Budget Ordinance Amendments to recognize the revenues and expenditures from the Sale of Old Fire Station #2.

Description/Background:

At the September 14, 2020 Town Council meeting, a Resolution authorizing the surplus of Old Fire Station #2 was passed. The Town engaged One Alliance Companies as the seller's agent and placed the property for sale using the Upset Bid Sales Method under NC G.S. 160A-269.

The first offer of \$300,000 was received on October 13, 2020. The Town received nine subsequent qualifying upset bids from five different parties over the following ten weeks, concluding with a qualifying bid of \$506,150. The offer to purchase is from Starnes Commercial Properties, LLC and a deposit of \$25,307.50 has been received by the Town.

- The offer includes closing the transaction by March 11, 2021.

The associated FY2021 Budget Ordinance Amendments recognize \$507,000 in new revenues, \$2,500 in Advertising expenses for public ads, \$31,000 in professional services fees for 6% agents' commission, and \$7,500 in legal and closing costs. As a result of this sale, Appropriated Fund Balance is decreased with the net proceeds from the sale of approximately \$466,000.

The attached offer to purchase won the upset bid process, but Town Council is not obligated to accept the offer and ultimately sell the property. If this offer is declined, the process would either start over or could be canceled by Council.

The winning offer has no contingencies, zoning requests, or other conditions as a part of the offer. The successful sale of this property does not obligate the Town to attach any future zoning conditions or make any other guarantees.

Recommendation:

Staff recommends approval of the offer to purchase Old Fire Station #2 for \$506,150 and the related FY2021 Budget

Ordinance Amendment.

Fiscal Impact:

The fiscal impact to the Town is new revenues of \$506,150, with approximate net proceeds from the sale of \$466,000, after agents' commission, legal, advertising, and other closing costs.

The result of this sale, if approved, well exceeds the most recent conservative estimate of \$300,000 used in the ten-year Financial Model. The revenue is being received one fiscal year earlier than expected, which has no negative effect on the projections for FY2022, which is now not benefiting from this projected revenue.

The Town is also converting a Town-owned property to a property tax generating property and removing various services, insurance coverage, and utilities from the property.

Attachments:

1. Contract - Fire Station #2 Sale - Starnes Commercial Properties
2. Amendment - GF - Fire Station 2 Sale Proceeds 02082021



AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Starnes Commercial Properties

a(n) **NC Limited Liability Company** ("Buyer"), and
(individual *or* State of formation and type of entity)

Town of Harrisburg

a(n) **Corporation** ("Seller").
(individual *or* State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) **9045 Rocky River Road, Harrisburg, NC 28075**

Plat Reference: Lot(s) **N/A**, Block or Section **N/A**, as shown on Plat Book or Slide
N/A at Page(s) **N/A**, **N/A** County, consisting of **N/A** acres.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: **5506-65-9172-0000**;
and, (ii) some or all of the Property, consisting of approximately **1.38** acres, is described in Deed Book
7003, Page No. **347**, **Cabarrus** County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ **506,150.00**

(b) **"Purchase Price"** shall mean the sum of **Five Hundred Six Thousand, One Hundred Fifty** Dollars,

\$ **25,307.50**

payable on the following terms:

(i) **"Earnest Money"** shall mean **Twenty-Five Thousand, Three Hundred Seven 50/100** Dollars or terms as follows:

The Earnest Money shall be deposited in escrow with **Town of Harrisburg** (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the



9045 Rocky River

- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on _____

N/A

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:

_____ **One Alliance Companies** _____ ("Listing Agency"),
_____ **Spencer Crigler** _____ ("Listing Agent" - License # **286755**)
Acting as: ☒ Seller's Agent; ☐ Dual Agent
and _____ **Bestway Realty Inc** _____ ("Selling Agency"),
_____ **Pamela Starnes** _____ ("Selling Agent" - License # **278356**)
Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

P.O. Box 100, Harrisburg, NC 28075

e-mail address: _____ fax number: _____
except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

e-mail address: _____ fax number: _____
except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

N/A

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

N/A

Each party shall pay its own attorney's fees.

Page 3 of 9

Buyer Initials _____ Seller Initials _____

STANDARD FORM 580-T
Revised 7/2020
© 7/2020

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described in Section 1(b)(iii) above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before N/A. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, time being of the essence. If Buyer delivers such notice, this Agreement shall be null and void, and the Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including, but not limited to: any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited at Closing.

(b) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(c) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants, that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(d) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail,

registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management

company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Date: _____

Date: _____

Business Entity

Starnes Commercial Properties LLC

(Name of Entity)

By: _____

Name: **Tommy H Starnes, Jr.**

Title: **Managing Member**

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Business Entity

TOWN OF HARRISBURG

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Town of Harrisburg

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



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 the sale of Old Fire Station #2.

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

Increase line item 100-1100-55910 Advertising	\$ 2,500
Increase line item 100-1100-56310 Professional Services	\$ 31,000
Increase line item 100-1100-56320 Legal Services	\$ 7,500
Decrease line item 100-48599 Appropriated Fund Balance	\$ 466,000

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

Increase line item 100-49603 Proceeds from Sale of Fixed Assets	\$ 507,000
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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 8th day of February, 2021.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of 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 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 list is **\$260,000** 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 Contractors, each item will still need to go through our engineering department's 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. This is the final list of recommended improvements to finalize the park with the only exceptions being 1) the widening and repair of the track, which is still in dispute, and, 2) other contractual dispute items such as excess inspection cost, storm bedding material, liquidated damage charges, etc. Those costs cannot be determined at this time and are being negotiated as quickly as possible.

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. We previously consumed \$563,000 of this surplus with park additions approved in January, which means 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 **\$260,000** to complete the Harrisburg Park project. The items in the attached spreadsheet are intended to be completed by Town staff or sub contractors outside of the GMP.

Recommendation:

Staff recommends approval of the attached 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 \$11,213,000 with \$524,000 for Professional Services and \$10,689,000 for Construction.

If approved, this amendment adds \$260,000 to the total project budget, with \$244,000 for Construction and \$16,000 for Professional Services. This takes the total project budget to \$11,473,000, with \$540,000 for Professional Services and \$10,933,000 for Construction.

The attached project detail shows \$14,000 in design services, which is \$2,000 less than the budget amendment above. With the extension of the length of the project, we are requesting \$2,000 in additional legal/professional services funding. This is necessary to allow for further contract/change order legal review. This funding is shifting from construction contingency funds to professional services, which does not require an increase to the total project ordinance.

The GMP is not being increased.

The Capital Reserve Fund - General Fund, which provides the \$260,000 transfer to fund this amendment, had a FY2021 beginning balance of \$3,731,575, of which approximately \$2,363,000 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 - February 2021
2. Project Amendment -P&R Harrisburg Park Phase 1 02082021
3. Amendment - CRF-GF Harrisburg Park Phase 1 Addition 02082021

Harrisburg Park additional Work Items -February 8th Council List										
Number:	Item	Summary Description	Cause of Deficiency	Responsible Party (\$)	Proposed Solution	Estimated Cost	Completed By	required	Needed	Council Consideration
GR-FF	Furniture and fixtures for Green Room	Furniture and fixtures were cut by the Project Manager in order to get the budget down.	Project Manager changes	Town	Purchase furniture and fixtures for green room	\$6,000	Town Staff		x	
SPLSH/Play/Track -FF	Furniture and fixtures for splash pad	Furniture and fixtures were cut by the Project Manager in order to get the budget down. Currently the splash pad will have no seating, no tables, etc.	Project Manager changes	Town	Purchase furniture and fixtures for Splash Pad	\$34,000	Town Staff		x	
PLAY-FF	Furniture and fixtures for playground	Furniture and fixtures were cut by the Project Manager in order to get the budget down. Currently the playground will have no seating, no tables, etc.	Project Manager changes	Town	Purchase furniture and fixtures for playground	included in above cost	Town Staff		x	
TRACK-FF	Furniture and fixtures for walking track and concession stand	Furniture and fixtures were cut by the Project Manager in order to get the budget down. Currently the track and concession stand will have little to no seating, tables, benches etc.	Project Manager changes	Town	Purchase furniture and fixtures for concession area and track	included in above cost	Town Staff		x	
AMP-SOUND	Amphitheater sound control area	add an area for the sound mix technician to setup for concerts	Removed by Project Manager	Town	Add trenches and covers at the sidewalk crossings and utilize landscape area for wire locations, sound mix concrete pad for concert professional sound mixing	\$3,000	CM, Subcontractor		x	
TRACK-REPLACE	Walk Track Issues (width, quality)	Width was reduced during construction to save costs. Poor quality construction in some parts. Needs to be expanded for better functionality	Project Manager decision to cut width; poor quality construction	Town - width issue CM - quality issue	Replace track with wider track. Will require additional grading and sod work	\$0	CM, Subcontractor		x	
PARKING-SIMS	Revise Parking Spaces on Sims	Scope and Cost of reinstalling parking will not be possible to complete under the CMAR and prior to May 1st internal deadline of completing all park items.	Project Manager changes removed this work and applied the savings to additional retaining walls throughout the project	Town	Revise the parking to add no parking signs, and revise pavement markings necessary to try to minimize conflicts.	\$10,000	Town Staff			x
PARKS-ELECTRIC	Park Electrical Services	Electrical work to serve events throughout the park. Pad for transformer, picknick shelter area, new transformer, lawn services at Amphitheater area, and score board	Not included in the original plan but identified by park staff and engineering as something needed for events to prevent the need for excess generators	Town	Add Transformer, concrete pad, score board, 12 -120 Volt locations, 5-250 Volt locations, 1-120/240 location.	\$57,000	Subcontractor		x	
PARKS-RQ	Misc. Park Department Requests	Event drive entrance, sidewalk form shelter to parking lot (east), bench and trash can pads, grill pads	Not included in the original plan but identified by park staff and engineering as something needed for operation and maintenance of the park	Town	Install event drive entrance, sidewalk form shelter to parking lot (east), bench and trash can pads, grill pads, bench only pads, and 12x12 pad for sound stage	\$33,000	Subcontractor		x	
PARKS-SB	Score board install	New 15' x 18' score board installed at the football field	Was being handled separately outside of this project by the previous park director	Town	Install score board, total cost is \$25,000, grants and sponsorships will reimburse \$20,000 of the total costs	\$25,000	Subcontractor			x
PARKS-PA	PA system for the park	New PA sound system for entire park	Was being handled separately outside of this project by the previous park director	Town	New PA sound system for entire park	\$78,000	Subcontractor		x	
Engineering Audit/Pond Close out/ Record Drawings	Engineering to complete closeout	This includes design work related to BMP Certification, ADA accessibility Evaluation, and Stair L&D.	These items were not included, the Pond Cert was not part of the original budget but are required per ordinance. The other two are needed for final closeout	Town	Benesch will provide Certification review and inspection of the Stormwater Pond, complete ADA accessibility Evaluation, and Stair L&D.	\$14,000	Subcontractor	x		
					February Subtotal:	\$260,000				
OTHER COST INCURRED AND INCORPORATED TO DATE:										
January 2021 GMP Amendment						\$487,943				
January 2021 Landscape Amendment						\$75,000				
					January Subtotal:	\$562,943				
					GRAND TOTAL TOWN ADDITIONS & OUTSTANDING CPR's	\$822,943	NOTE: DOES NOT INCLUDE PARKING STALL DIAGONAL, TRACK ADDITIONS			



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 320-5000-56310 Professional Services	\$ 16,000
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Increase line item 320-5000-57100 Construction	\$ 244,000
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Section 3. To amend the Capital Projects Fund – Parks and Recreation, the revenues are to be changed as follows:

Increase line item 320-49555 Transfers In	\$ 260,000
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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 8th day of February, 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	\$ 260,000
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	\$ 260,000
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 8th day of February, 2021.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2021 Budget Ordinance Amendment for additional AMI Water Meters

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to approve the attached FY2021 Budget Ordinance Amendment in the gross amount of \$99,000 to purchase meters for new builds and repairs.

Description/Background:

These budget line items have stayed consistent for new meters and meter replacements for 3 years. 2018-2019 budget year we did a trial run of Kamstrup AMI meters so we supplemented our budget with several hundred meters. In 2019-2020 budget, we decided to implement all Kamstrup AMI meters and had an existing stockpile of several hundred non-Kamstrup meters that our supplier traded out for new Kamstrup AMI meters, covering much of the cost of the meters for a second year.

In the 2020-2021 budget we originally had an additional \$500,000 in the CIP that would supplement our operations budget so we did not increase it again. This \$500,000 included replacing all 1,000 meters in the Mueller system so we would not have to read those meters and we could cancel our software and hardware fees. In October we brought this to Council for consideration, knowing we may need up to \$250,000 to meet our needs for the year.

Council approved approximately \$112,000.00 with the understanding we would monitor the need through Covid-19 and request the additional amount in February 2021. Will originally anticipated a need to continue our repairs at 75 repairs per month (900 meters/year) and to install new services in our existing subdivisions that are under construction which amounts to approximately 400 meters. Repairs have been slightly lower at 64 per month, but new meters are on pace for 689 (more than double a typical year).

The cost of the meters and accessories required to install new meters is approximately \$260 per meter, and for replacement meters, approximately \$320. There is currently a projected shortfall in the respective accounts, as projected earlier in the year.

Given the pace of repairs and new services, staff is recommending the addition of \$99,000, which would complete all new services and repairs for the current budget year and is less than the \$128,000 we projected to need in October 2020. In addition, 100% of the requested costs herein are covered in new revenue from new meter fee of \$520.

In the FY2022 budget cycle, the full costs will be recommended to be included in the operations to cover minimum needs, and a separate request for upgrades rather than a CIP request. This approach is particularly conservative given the relative tightness of the Water and Sewer Fund's 10-year financial model.

Recommendation:

Staff recommends approval of the attached budget amendment in the net amount of \$-0- and gross amount of \$99,000 to purchase meters for new builds and repairs.

Fiscal Impact:

There is no net fiscal impact to the Town.

If approved, \$99,000 in new and repair meters expense will be incurred. This cost is completely reimbursed to the Town with the fee received for new meter installs.

This does not require the use of Water Sewer Fund contingency.

Attachments:

1. Amendment - WSF - Meter Adjustment 02082021



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 AMI meters for new construction and replacements and repairs.

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

Increase line item 400-6000-53135 New Services	\$ 51,000
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Increase line item 400-6000-54310 M/R – Meter Services	\$ 48,000
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Section 3. To amend the Water and Sewer Fund, the revenues are to be changed as follows:

Increase line item 400-46802 Meters and Connections	\$ 99,000
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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 8th day of February, 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 March 8, 2021

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

Motion to extend the new TIA process through March 8, 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 was set to expire on January 31, 2021. At the January 2021 Council Meeting, Council approved extending this until February 28, 2021 so staff could continue to gather necessary information to present to Council.

Staff is requesting an additional extension of this new process until March 8, 2021, which will allow staff time to obtain the remaining data and finish their analysis to present the requested information to Council at the March Council meeting. At that time, Council may decide to continue with the new TIA process or revert to the old method. There are no anticipated TIAs to be completed before the March Council meeting, so this will not impact any active or pending proposal or project. This request is merely a formality to extend the period until staff can adequately present comparison information to Council.

Recommendation:

Staff recommends extending the existing TIA process until March 8, 2021.

Fiscal Impact:

None

Attachments:

None

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between the Town of Harrisburg, North Carolina (Owner) and Black & Veatch International Company (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to conduct waterline replacements as part of the 2021 Water Line Replacements project (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be February 9, 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design

criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services is limited to the net proceeds recoverable under Engineer's professional liability insurance policy identified in Article 8, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either Engineer or Owner be entitled to consequential damages.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the

Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch International Company
Attn.: Mike Osborne, PE
10925 David Taylor Drive, Suite 280
Charlotte, NC 28262

Owner: Town of Harrisburg
Attn.: Mallory Hodgson, PE
5405 Harrisburg Industrial Park Drive
Harrisburg, NC 28075

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

Town of Harrisburg

OWNER

Black & Veatch International Company

ENGINEER

By_____

By_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

ATTACHMENT A SCOPE OF SERVICES

**Owner: Town of Harrisburg
Cabarrus County, North Carolina
Engineer: Black & Veatch International Company**

Project: 2021 Water Line Replacements

PROJECT DESCRIPTION

The Town of Harrisburg provides water and sewer service to its residents. The subdivision north of NC Highway 49 between Morehead Road and Roberta Road has two streets with existing 2-inch and 3-inch waterlines that were originally installed in the 1960s and 1970s. The Town desires to replace the existing water infrastructure on Woodside Drive, School Avenue, and Autumn Drive between Woodside Drive and Parallel Drive with 6-inch waterlines (totaling approximately 4,600 LF), incorporate fire protection, and add mainline valves for future maintenance and operation.

Black & Veatch will provide engineering services for this project including engineering design, permitting, and bidding. Construction phase services will be limited to an as-needed basis. Black & Veatch will utilize a subconsultant to provide surveying services to support the engineering design. A more detailed description of services is provided below.

The project generally includes the following elements:

1. Design, permitting, and bidding of approximately 2,800 LF of 6-inch waterline on Woodside Drive from Autumn Lane to Autumn Drive.
2. Design, permitting, and bidding of approximately 1,200 LF of 6-inch waterline on School Avenue from Parallel Drive to NC Highway 49.
3. Design, permitting, and bidding of approximately 600 LF of 6-inch waterline on Autumn Drive from Woodside Drive to Parallel Drive.
4. Topographic survey services, mapping, and easement plat development will be included under this contract.

This scope of services includes the following work elements as described herein:

- Project Management & Administration
- Preliminary Planning & Design
- Detailed Design
- Permitting
- Bidding
- Construction Phase Services

SCOPE OF SERVICES

Phase 1000 Project Management & Administration

1. Provide project management and administration for a 12-month planning through construction period to:
 - a. Correspond and consult with Owner,
 - b. Coordinate activities of the project team,
 - c. Develop and periodically update the project schedule
 - d. Develop and implement specific work plans, procedures, and a quality control and quality assurance plan, and
 - e. Provide overall project direction to meet Owner's objectives.
2. Maintain a project filing system to document and retain project records.
3. Prepare monthly invoices and status reports to document project progress.
4. Arrange for and participate in 2 project status meetings with Owner to review progress, budget, schedule and deviations from this scope of services and exchange ideas and information.
5. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made.
6. Provide administration and coordination of sub-consultants.
7. Prepare and submit data request(s) to obtain key data for the project.

Phase 2000 Preliminary Planning & Design

1. Prepare and submit data request(s) to obtain key data for the project. Collect as-built record drawings of existing infrastructure, previous reports and any applicable studies from Owner.
2. Review Record Drawings of existing water lines and evaluate alignment including easement needs, road and utility crossings, and connection to existing water lines.
3. Conduct a surface reconnaissance field trip to review, confirm, and adjust the alignment and to evaluate constructability. A total of 1 day is assumed for this activity.
4. Identify right-of-way, easements, and property needs.
5. Confirm project permitting requirements.

Phase 3000 Detailed Design

A. Surveying

1. Provide, through a subcontract, the services of a qualified professional land surveyor to provide:
 - a. Topographic survey of water line alignment provided with 1-foot contours and a corridor width of entire road right-of-way. Property survey will not be completed other than right-of-way verification.
 - b. Establish traverse and survey control monument pairs tied to NAD 83/North Carolina State Plane Grid Coordinates.
 - c. Conduct deed research to confirm existing easements and rights-of-way.
 - d. Develop up to 3 plats for Owner's (or Owner's representative's) use to procure easements. Easement width shall be to Owner's standard easement width where possible.

B. Detailed Design

As part of Detailed Design, Engineer shall produce interim documents for the purpose of review by Owner's staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of Owner review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency, cost and schedule. Changes made after fixing features will be considered Additional Services. Engineer's Detailed Design services include:

1. Conduct internal quality control reviews and constructability reviews at Project milestones.
2. Conduct design review meetings with Owner at each Project milestone: Level 1.5 (50% complete), Level 3 (90%) and Final (100%).
3. Prepare detailed drawings and specifications and other Contract Documents for the proposed construction work and for the materials and equipment required. For budgeting purposes, 12 drawing sheets were estimated at 24" x 36" sheet size and 1":40' scale.
4. The Owner's standard front-end documents will be used. The technical specifications and standard details from the Water and Sewer Authority of Cabarrus County (WSACC) will be used with Black & Veatch technical specifications and details supplementing as needed. Contract drawings shall be produced using Auto CAD 2019 (Civil 3D) or Engineer's current version.
5. Prepare detailed drawings and specifications for one construction contract.

Level 1.5 Design

1. Deliverables.
 - a. Division 1 specifications and Division 33 (pipe) specifications.
 - b. Table of Contents indicating technical specifications to be incorporated.
 - c. Level 1.5 Drawings.
2. Decisions. Finalize alignment and easement needs.
3. Discussion. Level 1.5 drawings will include the following:
 - a. Pipeline plan and profile drawings.
 - b. Proposed easements
4. Upon completion of Level 1.5, the Engineer's quality control team will review the deliverables. Revisions shall be finalized before proceeding with design Level 3. Level 1.5 represents approximately 50 percent of the design effort.

Level 3 Design

1. Deliverables.
 - a. Front-end documents
 - b. Technical specifications
 - c. Final drawings
 - d. Preliminary easement exhibits, as applicable
2. Decisions. Make final coordination checks and remaining decisions on drawings and specifications.
3. Discussion. Final drawings shall include the following:

- a. Final contract drawings ready for permitting.
4. Level 3 Design shall include providing sealed drawings and technical specifications after owner review for submittal to state review agencies. Documents shall be annotated to be a review set only and not for construction.

Phase 4000 Permitting

1. Provide assistance to Owner in obtaining permits and approvals from federal, state, and local agencies and from utility companies. The following permits and approvals are anticipated:
 - a. Public Water Supply Water Extension (NCDEQ-DWR)
 - b. Erosion & Sedimentation Control (NCDEQ-DEMLR)
 - c. NPDES Construction Stormwater (NCDEQ-DEMLR)
 - d. Encroachment Agreement (NCDOT)
2. Coordinate with NCDOT and/or other local officials or permitting agencies in order to understand and comply with their requirements as needed.
3. Update and finalize plans and specification with required regulatory revisions.
4. An allowance will be established for permit review fees, with Engineer submitting the fees and being reimbursed by Owner for review fees.

Phase 5000 Bidding

Following receipt of authorization from Owner, Engineer shall perform the following services related to Bidding of Contract.

1. Assist Owner in advertising for a single prime contract for all construction, materials, equipment, and services as required for a complete project; attend and conduct pre-bid conference and develop minutes of the pre-bid conference.
2. Reproduce and distribute Contract Documents to prospective bidders.
3. Maintain a record of prospective bidders and others to whom Contract Documents have been issued.
4. Prepare, as appropriate, interpretation, clarification, or further definition of the Contract Documents and provide to the Owner. Develop addenda for issuance by the Owner.
5. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to award of contracts is allowed by the Contract Documents.
6. Support the Owner with conducting the bid opening and prepare the certified bid tabulation and Recommendation of Award to the lowest responsible bidder. Owner will facilitate execution of contracts between Owner and Contractor, including Notice of Award, Notice to Proceed, and reviewing insurance and bond information provided by the Contractor.

Phase 6000 Construction Phase Services and Project Closeout

Upon completion of Bidding and Award Phase, Engineer shall perform the following services as part of the Construction Phase.

1. Assist Owner in responding to requests for information from the Contractor on an as requested basis.

Unspecified Additional Services

Any work requested by the Owner that is not included in the Phases and Tasks as described herein will be considered an Additional Service to this Scope of Services. Engineer agrees to perform Additional Services as requested by Owner. When the need for such services is identified, the Engineer will prepare a Contract Amendment which will include a scope, fee, and schedule; and submit to Owner for approval. If approved, Additional Services will be performed upon receipt of written authorization from Owner.

Additional Services may also include, but are not limited to:

1. Evaluation to confirm waterline pipe size.
2. Any meetings with local, state or federal agencies or utilities or other affected parties in addition to those specifically noted.
3. Public meeting assistance by preparing supporting materials and appearing at public meetings.
4. Any additional work authorized by Owner.
5. Easement plats beyond the number identified and legal descriptions.
6. Assistance with condemnation proceedings
7. Construction Phase Services in addition to those budgeted and identified above.
8. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
9. Special consultants or independent professional associates requested or authorized by Owner not included in the scope of services herein.
10. Operations and maintenance manual and operations training and startup assistance.
11. Assistance in financially related transactions for the Project.
12. Special reports requested by Owner concerning facilities operation and personnel matters during the operation startup period.
13. Revision of designs, drawings, and specifications to incorporate changes arising from changes in scope or from Value Engineering review.
14. Preparation for litigation, mediation, or other legal or administrative proceedings; and appearances in court or at mediation sessions in connection with bid protests, change orders, or construction incidents.
15. Observing factory tests of equipment.
16. Where field conditions differ from the conditions indicated in the construction Contract Documents, preparing sketches of construction work for approval by Owner, to supplement the Drawings and Specifications as may be required; and providing redesign or relocation information if required by underground obstructions, utilities, or other conditions.
17. Services for making revisions to Drawings and Specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of Contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.

18. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
19. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the Work within the construction Contract Time.
20. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the Work.
21. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
22. Monitoring, testing or analysis of cultural resources.
23. Hazardous material investigations and corresponding remediation or corrective actions.
24. Permitting fees in addition to the allowance established for permit review fees.
25. The actual transfer of data to the Owner's GIS may be performed as an Additional Service.
26. Certification of construction of water lines to regulatory agencies.

**ATTACHMENT B
COMPENSATION SCHEDULE**

Work performed will be invoiced as shown below. The total amount of billings will not exceed \$120,000 unless authorized by the Owner in writing.

The following services will be billed on a lump sum basis:

Phase 1000 Project Management & Administration	\$16,000
Phase 2000 Preliminary Planning and Design	\$1,500
Phase 3000 Detailed Design	\$81,000
Phase 4000 Permitting	\$9,000
Phase 5000 Bidding	\$10,000
Total compensation (lump sum) for base services	\$117,500

The following services will be billed on an hourly basis not to exceed the amount shown without written approval from the Owner

Phase 6000 Construction Phase Services	\$2,000
Allowance for Permit Review Fees	\$500

For Unspecified Additional Services, Owner and Engineer will negotiate a written amendment to this Agreement for the additional services.

ATTACHMENT C SCHEDULE

The anticipated project schedule is summarized below. A detailed schedule will be provided following the project kick-off and updated periodically as the work progresses.

Phase 1000 Project Management & Administration	12months
Phase 2000 Preliminary Planning & Design	1 months
Phase 3000 Detailed Design	3 months
Phase 4000 Permitting	2 months
Phase 5000 Bidding	2 months
Phase 6000 Construction Phase Services and Project Closeout	4 months



AN ORDINANCE AMENDING THE 2021-2022 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 – Water and Sewer project ordinance for the fiscal years beginning July 1, 2020 and ending June 30, 2022:

Section 1. Amend Capital Projects Fund – Water and Sewer to account for professional services and loan issuance costs on the FY2021 Waterline Project [2021-6000-001].

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

Increase line item 631-6450-56310 Professional Services 2021-6000-001-01	\$ 54,000
--	-----------

Decrease line item 631-6450-57100 Construction 2021-6000-001-02	\$ 54,000
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Section 3. To amend the Capital Projects Fund – Water and Sewer, the revenues are to be changed as follows:

Increase line item 631-49555 Transfers In	\$ 24,000
--	-----------

Decrease line item 631-49597 Proceeds from Installment Financing	\$ 24,000
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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 8th day of February, 2021.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2021 Budget Ordinance Amendments for Public Works Capital Purchase and to Surplus Existing Item

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

Motion to approve the Public Works capital purchase and attached FY2021 Budget Ordinance Amendments and approve the existing equipment as surplus.

Description/Background:

During our FY2021 Budget process, two pieces of equipment were requested to be approved; a replacement of our Kubota Tractor and a replacement for our 2013 F550 Dump truck. Ultimately, the budget was passed with the dump truck approved in FY2021 and the tractor postponed until FY2024 due to funding constraints. In evaluating capital needs of the Department, it has been determined that the tractor is in more of a need to be replaced than the dump truck. We are asking to swap these two pieces of equipment and allow us to replace the tractor in FY2021 and the dump truck during a future budget year.

Capital Item Request:

Replacement of Equipment #74 2014 Kubota M108SHDC w/KB2200 Boom S/N 1409106 & SH88 Rear Mower S/N 02966 (asset #072).

The Public Works' existing ROW mowing tractor no longer fits the needs for the work to be done. We currently have a tractor with side mounted bush hog boom system and offset rear flail. The boom system is designed to be used on heavy growth behind guardrails and knocking back small tree limbs inside outfalls. This is more of a specialize attachment needed for a small percentile of whole mowing area. We now have the same attachment for a mini-excavator and no longer need it on the tractor.

Our previous ROW mowing tractor was equipped with a side flail along with the offset rear flail. This setup can cover more ground more efficiently and with a better finished product. The mowing surface area covered will be doubled and can be operated at over twice the speed.

Recommendation:

Staff recommends approval of the CIP reorganization, capital purchase, surplus, and related FY2021 Budget Ordinance Amendment.

Fiscal Impact:

The total cost of the Kubota Tractor is \$102,137.39. A total capital outlay amount of \$105,000 will be established, with 50% responsibility shared by the Environmental Protection Department in the General Fund and the Water and Sewer Fund.

With approval, the existing tractor will be sold at auction and is expected to generate at least \$40,000 in proceeds. Because this equipment is owned 50% by the two aforementioned departments, \$20,000 of revenue is recognized in each fund with the attached budget amendments.

General Fund

Currently, in the FY2021 Budget Ordinance and 10-year Capital Plan, a \$65,000 Dump Truck is scheduled for purchase in FY2021 and the Kubota Tractor, which costs approximately \$52,500 is scheduled for FY2024. With the exchange of these two items on the CIP, there is no funding request or amendment required within the General Fund, as the tractor purchase would be authorized at \$52,500, below the existing \$65,000 authorized for the Dump Truck. The Dump Truck capital authorization would be removed.

1. Budget Amendment to recognize \$20,000 in proceeds from sale of existing equipment.

Water and Sewer Fund

The Water and Sewer Fund shares 50% responsibility for this transaction, however, unlike the General Fund, it does not have a current capital item to shift back. Therefore, an amendment is required for both the anticipated proceeds from the sale of the existing equipment and the purchase of the Fund's 50% share of the new tractor.

1. Budget Amendment to recognize \$20,000 in proceeds from sale of existing equipment and authorize the capital purchase at \$52,500.
2. Budget Amendment to recognize the appropriation and transfer of \$32,500 from the Capital Reserve Fund to the Water and Sewer Fund for the net cost to the Water and Sewer Fund from the sale and purchase transactions. The Capital Reserve Fund - Water and Sewer Fund began the fiscal year with a balance of \$7,244,030, of which \$1,289,000 is scheduled for use this year. The capital reserve fund's ability to fund current and future scheduled capital projects is not affected by the \$32,500 addition.

Attachments:

1. Tractor Replacement Quote
2. Amendment - GF - PW Tractor Sale Proceeds 02082021
3. Amendment - WSF - Tractor Sale Proceeds 02082021
4. Amendment - CRF-WSF PW Tractor Purchase 02082021



CUSTOMER SATISFACTION IS OUR KEY

QUOTE

126 Bessie Dr. / P.O. BOX 668
Kings Mountain, NC 28086
Tel. 704-482-7061 / Fax 704-739-3713
1-800-441-9474

Date 01/11/2021

BILL TO: Town of Harrisburg
Attn Corey Jones
Harrisburg NC
704 361 8223

SHIP TO: Same

Used Equipment is sold "as is" with NO warranty

PAYMENT METHOD	CHECK NO.	STATUS

BRAND	DESCRIPTION	STK.#	S/N	PRICE
Kubota	M5-091HDC12 Sourcewell Contract			50,103.50
	4x4 Cab Tractor			
	List Price \$62,825			
TerrainKing	74" side flail Sourcewell Contract			45,575.55
	96" Rear Flail			
	List Price \$53325.00			
	List Price Total \$116,150			

	COST	\$ 95,679.05
	SALES TAX	6,458.34
	TRADE PAYOFF	-
	DOC FEE	-
	UCC FEE	-
	TOTAL	102,137.39
	TRADE-IN	40,000.00
	CASH PAYMENT	-
	CREDIT CARD PAYMENT	-
	BALANCE	\$ 62,137.39

Customer Signature : _____

Drivers Signature : _____

Your Salesman is Henry Miller

THANK YOU FOR YOUR BUSINESS!



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 the sale of equipment - Public Works tractor.

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

Increase line item 100-49603	\$ 20,000
Proceeds from Sale of Assets	

Decrease line item 100-49905	\$ 20,000
Transfers In – Capital Reserve Fund – General Fund	

Section 3. 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 4. That this ordinance shall be effective upon its passage. Adopted this 8th day of February, 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 sale of equipment - Public Works tractor.

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

Increase line item 400-6000-57103	\$ 52,500
Capital Outlay	
2021-6000-004	

Section 3. To amend the Water and Sewer Fund, the revenues are to be changed as follows:

Increase line item 400-49603	\$ 20,000
Proceeds from Sale of Assets	
Increase line item 400-49555	\$ 32,500
Transfers In – Capital Reserve Fund – Water and Sewer	

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 8th day of February, 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 – Water and Sewer Fund to account for the purchase price of equipment – Public Works Tractor, net of proceeds from sale of the existing equipment.

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

Increase line item 650-8500-59110	\$ 32,500
Transfers Out – Water and Sewer Fund	

Section 3. To amend the Capital Reserve Fund – Water and Sewer Fund, the revenues are to be changed as follows:

Increase line item 650-48599	\$ 32,500
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 8th day of February, 2021.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Parks and Recreation Advisory Board Appointments

Presenting Personnel:

Shawn Marble, Recreation Programs Manager

Suggested Motion or Action:

If approved:

Motion to approve the appointments of Delroy Ross and Tim Morris to the Parks and Recreation Advisory Board.

Description/Background:

The Parks and Recreation Advisory Board has three (3) appointments for the upcoming term. The Town received two applications for the three vacancies. Per the By-Laws of the board, the vacancies were advertised for 60 days via the Town's website and social media. The board members terms who are expiring are: Michael Gallagher, Arica Rucker and George Wise. None of the current board members whose terms are expiring are seeking re-appointment.

Per the By-Laws, an interview panel consisting of three members was created at the November Advisory Board meeting: Linda Thurman (chair), Brantlee Drake and Carl Westine. The sub-committee created a list of criteria and interviewed each candidate. The candidates attended the January 25th advisory board meeting to meet the rest of the board for any additional questions.

The Advisory Board made a motion to recommend the following applicants be appointed: Delroy Ross and Tim Morris. The motion was made by Michael Gallagher and seconded by Brantlee Drake. The motion passed 6-0.

A summary of the applicants is provided below and their applications have been submitted for consideration:

Delroy Ross: Delroy is a new applicant and has not previously served on the board. Delroy is an active member in our community - serving as a volunteer coach and coordinator in our youth athletic program and has children involved in our programs. Delroy has a professional background in risk management.

Tim Morris: Tim applied to be on the Advisory Board last year and was not selected. Tim has not previously served on the board. Tim has served as a volunteer coach in our youth athletic program and has children involved in our programs. Tim has a professional background in contract negotiation and project management.

Both applicants reside within Town limits.

One vacancy remains on the board. That vacancy will continued to be advertised and applications will be accepted until February 18, 2021. The sub-committee will review any additional applications submitted and make a recommendation to fill the vacancy at their February 22nd Advisory Board Meeting. A recommendation will come to the March Town Council meeting.

Recommendation:

Staff recommends approval of the Parks and Recreation Advisory Board appointments.

Fiscal Impact:

None

Attachments:

1. Tim Morris
2. Delroy Ross



TOWN OF HARRISBURG PARKS AND RECREATION

Application for Town of Harrisburg Parks and Recreation Advisory Board

Town of Harrisburg Parks and Recreation Advisory Board

The Town of Harrisburg Parks and Recreation Advisory Board provides a voice for the community. The Board consists of individuals who live in the local community and have interest in supporting programs and facilities for recreation and social activities for all age groups. Through monthly meetings, information obtained from the Parks and Recreation Advisory Board is provided to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

If you are interested please complete the form below and return to Town of Harrisburg, PO Box 100, Harrisburg, NC 28075.

Town of Harrisburg Parks and Recreation Mission

It is the mission of the Harrisburg Parks and Recreation Department to provide a localized system of parks and recreation resources and services to enhance the quality of life of Harrisburg residents. The department strives to develop and maintain safe and attractive parks and recreation areas; to partner and cooperate with other town departments, area agencies, sponsors and organizations to address the leisure needs of residents in the most cost-effective manner, and to support the physical, mental, moral and economic health of our community through provision and promotion of special events as well as traditional recreational programs and opportunities.

APPLICANT INFORMATION			
Name	Timothy	Morris	Date 12/30/2020
Address	4152 Abernathy Pl.		Apartment/Unit #
City	Harrisburg	State North Carolina	Zip 28075
Phone	704-455-9188	Cell Phone	704-773-7634
Email Address	tmorris4@carolina.rr.com		
Are you a resident of Cabarrus County? YES ☒ NO ☐ If so, dates?			
Are you a resident of Harrisburg? YES ☒ NO ☐ If so, dates?			
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?			

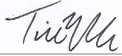
REFERENCES	
<i>Please list three references.</i>	
Name Tammy Bratt	Relationship Neighbor
Company Pfizer	Phone (203) 606-2821
Address 8956 Kensington Forest Drive, Harrisburg NC 28075	
Name Forrest Mills	Relationship Customer/Friend
Company Dominion Energy	Phone (540) 894-1908
Address 7510 Bromley Lane, Spotsylvania, VA 22551	
Name Troy Selberg	Relationship Friend
Company Town Council Member - Harrisburg	Phone (704) 904-9389
Address 5322 Bedfordshire Ave Harrisburg, NC 28075	

EMPLOYMENT			
Company 1 Electric Motor & Contracting Co., Inc.		Phone (757) 487-2121	
Address 3703 Cook Blvd.		City / State Chesapeake, VA	
Job Title Account Manager			
Responsibilities Nuclear Sales - Southern Region - Responsible for \$11 Million in Annual Sales			
Dates	From 9/2012 To Present		
Company 2 Siemens Energy		Phone (704) 551-5100	
Address 5101 Westinghouse Blvd.		City / State Charlotte, NC	
Job Title Project Manager			
Responsibilities Point of contact for customer refurbishment projects, managed work flow through shop, managed spending on refurbishments.			
Dates	From 7/2006 To 8/2012		
Company 3 Flowserve		Phone (704) 399-0446	
Address 2801 Hutchison McDonald Rd.		City / State Charlotte, NC	
Job Title Project Manager			
Responsibilities Managed refurbishment projects for customer equipment, controlled flow of work in shop, managed spending on refurbishments			
Dates	From 2/2003 To 7/2006		
EDUCATION			
School University of South Carolina		From 7/1990 To 12/1995	
Degree BS Mechanical Engineering		Major Bachelor of Science	
Additional Information			
MILITARY SERVICE			
Branch		From To	
Rank at Discharge		Type of Discharge	
If other than honorable, explain			
ADDITIONAL COMMENTS			
Based on what you know about the Town of Harrisburg Parks and Recreation Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Parks and Recreation Advisory Board able serve the community better? (Please write your answer to this question on a separate sheet of paper.			

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature

A handwritten signature in black ink, appearing to read "T. M.", written over a horizontal line.

Date 12/30/2020

December 30, 2020

Town of Harrisburg

Parks and Recreation

Application for Town of Harrisburg Parks and Recreation Advisory Board

Dear Parks and Recreation Board,

I would like to express my sincere interest in the Town of Harrisburg Parks and Recreation Advisory Board position you currently have available. As an experienced and enthusiastic professional with twenty years of solid experience supporting clients with their requirements and needs, I possess a range of knowledge and skills that will allow me to contribute toward the success of your organization's recreational offerings.

My background includes working side by side with customers and coworkers to support implementation of programs, processes and supporting our customer's needs. My current position as an Account Manager places me in direct contact with the customer, performing negotiations on contracts and performing contract reviews to ensure financial and liability/Terms and Conditions verbiage is correct/beneficial for both parties. As a Project Manager, I ensured cost and workflow was in accordance with objectives, minimized cost over runs/overtime to ensure profit margins and on-time delivery was met.

The following achievements demonstrate my qualification for this position:

- Working collaboratively with a dynamic group of peers as well as with program and facility managers to realize top-notch operational performance.
- Successful management of projects to ensure time and cost are maintained and not exceeded.
- Citizen of Harrisburg since June 2000, participating in the parks and Recreation program with my children since 2005 (two boys – soccer/basketball/flag football/Pop Warner Football/Tennis), volunteered as an Assistant Coach for both children in all programs.
- Current member of the Town of Harrisburg Sustainability Advisory Committee, encouraging environmentally sustainable practices and ideas within the Town and working with town planners to create a long-term sustainability plan for the Town.

My proven dedication to assisting and supporting outstanding recreation programs, along with my exceptional interpersonal and organizational talents, will contribute immensely to the success of the Harrisburg Parks and Recreation program.

Thank you for your consideration, I look forward to speaking with you soon.

Sincerely,
Timothy (Tim) Morris



TOWN OF HARRISBURG PARKS AND RECREATION

Application for Town of Harrisburg Parks and Recreation Advisory Board

Town of Harrisburg Parks and Recreation Advisory Board

The Town of Harrisburg Parks and Recreation Advisory Board provides a voice for the community. The Board consists of individuals who live in the local community and have interest in supporting programs and facilities for recreation and social activities for all age groups. Through monthly meetings, information obtained from the Parks and Recreation Advisory Board is provided to Harrisburg Town Council to help make informed decisions that support the community. The Advisory Board typically meets the 4th Monday of each month at 6pm at Harrisburg Town Hall.

If you are interested please complete the form below and return to Town of Harrisburg, PO Box 100, Harrisburg, NC 28075.

Town of Harrisburg Parks and Recreation Mission

It is the mission of the Harrisburg Parks and Recreation Department to provide a localized system of parks and recreation resources and services to enhance the quality of life of Harrisburg residents. The department strives to develop and maintain safe and attractive parks and recreation areas; to partner and cooperate with other town departments, area agencies, sponsors and organizations to address the leisure needs of residents in the most cost-effective manner, and to support the physical, mental, moral and economic health of our community through provision and promotion of special events as well as traditional recreational programs and opportunities.

APPLICANT INFORMATION

Name	Delroy Ross		Date	12/4/2020	
Address	7539 Chasewater Dr.		Apartment/Unit #		
City	Harrisburg	State	NC	Zip	28075
Phone	→		Cell Phone	860 573 4121	
Email Address	Delroy.Ross@gmail.com				
Are you a resident of Cabarrus County?	YES ☒	NO ☐	If so, dates?		
Are you a resident of Harrisburg?	YES ☒	NO ☐	If so, dates?		
Have you ever been convicted of a felony?	YES ☐	NO ☒	If yes, explain?		

REFERENCES

Please list three references.

Name	Seth Griffin	Relationship	Brother in law
Company		Phone	784 905 9212
Address			
Name	Mite Kirby	Relationship	
Company	Parks + Rec	Phone	704 773 5731
Address			
Name	Jen Ross	Relationship	wife
Company	Prime Health	Phone	800 268 3439
Address	Harrisburg		

EMPLOYMENT			
Company 1		Cigna	
Address		HQ 900 Cottage Grove	
Job Title		Crisis Lead / Sr. Director	
Responsibilities		lead company through crisis incidents	
Dates	From	To	2005 - 2007 2009 - Present
Company 2		ESPN	
Address		Bloomfield, CT	
Job Title		Program Coordinator	
Responsibilities		Negotiate + schedule college football / Basketball	
Dates	From	To	
Company 3			
Address			
Job Title			
Responsibilities			
Dates	From	To	

EDUCATION			
School	UConn + University of Hartford		From To UConn '05 UHart
Degree	Bachelors + Masters		Major Marketing / MBA
Additional Information			

MILITARY SERVICE			
Branch	From To		
Rank at Discharge	Type of Discharge		
If other than honorable, explain			

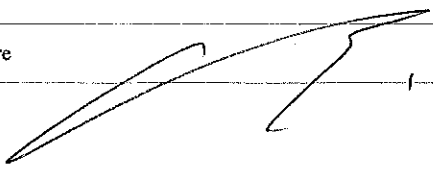
ADDITIONAL COMMENTS	
Based on what you know about the Town of Harrisburg Parks and Recreation Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Parks and Recreation Advisory Board able serve the community better? (Please write your answer to this question on a separate sheet of paper.)	

25%

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Date

12/1/2020

Delroy A. Ross – Application for the Town of Harrisburg Parks and Recreation Advisory Board

Having relocated from Connecticut 3 years ago and leaving my network behind, moving to Harrisburg gave me a bit of anxiety of the unknown. While we navigated the new community, one area that played pivotal in our acclimation to our new surroundings was the top notch Parks and Rec program. My kids immediately were involved with basketball and soccer and my wife and I signed onto coach. Through this involvement, it helped re-establish our network in our new home. Soon after coaching, I was nominated to help coordinate 2 age levels for soccer which includes draft, scheduling, and playoff coordination. I strongly believe being on the Advisory Board will give me the opportunity to take my coordinator level input and valued opinions to continue to strengthen the program and identify key opportunities for the future.

Through my career, mentoring roles, and coaching, I have demonstrated the ability to cultivate trust, support and reliability amongst peers, management and parents. As the Crisis Lead for a Fortune 20 company, I must navigate daily crisis' to ensure the company can still deliver our products and services. As trusted to make critical decisions for the company, I must weigh the information that is available vs the scale of impact. This ability to make decisions at a pivotal time will prove to be valuable if selected to be a member of the Harrisburg Parks and Recreation Advisory Board.

Furthermore, through mentoring, coaching and leading a team at work, my most important role is to listen. Listening to other viewpoints and experiences help solidify how a leader responds and reacts to each individual. This realm of inclusion is important for any board member to ensure all individuals, no matter the age, gender, race or ability will be accounted for during each decision.

I look forward to the next steps in the process of selection of joining the Harrisburg Parks and Rec Advisory Board. Even if not selected, I will continue to be a steward of the program.

Thank you.

BIO –

Delroy A. Ross
Global Business Continuity Officer/Crisis Lead, Cigna

As Global Business Continuity Officer, Delroy has the overall responsibility to ensure no matter the circumstances or incident, that Cigna employees can continue to function in their role and our customers continue to receive our products and services without disruption. Delroy has managed many incidents over the years but in 2020 alone included; the Global Pandemic and preparing employees to work from home, regional power outages, hurricane season, election activities, civil unrest and winter weather. He has led crisis preparedness activities globally and of recent with global markets through tabletops of worst case scenarios with country leadership. Delroy began his career as an intern in the TECDP program at Cigna in the summer of 2004 and has been a fulltime employee for a total of 13 years with roles in Information Technology and Audit with a brief 2 year departure from the company.

Delroy received a MBA from University of Hartford in 2011 and a B.A. in Marketing from the University of Connecticut in 2005. He is formally of Bloomfield and Vernon CT, but relocated 3 years ago to the outskirts of Charlotte with his wife, 3 daughters and toddler son.