



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

**December 8, 2025
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. The meeting may be viewed remotely via YouTube at the following link:

[Meeting Video](#)

- B. AGENDA ADOPTION

- C. INVOCATION

- D. PLEDGE OF ALLEGIANCE

- E. SPECIAL PRESENTATIONS

1. Harrisburg Youth Council: Grow with Harrisburg
2. 2025 Citizens Academy Recognition

- 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 November 10, 2025, Town Council Meeting
- B. Consider the minutes of the November 6, 2025 Town Council Work Session
- C. Consider Approval of the 2026 Town Meetings Calendar
- D. Consideration of contract with Nu-Pipe for the Piccadily Lane Culvert Rehabilitation

3. PUBLIC HEARINGS

- A. Conduct a Public Hearing to Consider Extending An Annexation Agreement between the Town of Harrisburg and the City of Charlotte

4. OLD BUSINESS

5. COMMUNICATIONS

- A. TOWN MANAGER REPORT
- B. FINANCE REPORT
- C. LAW ENFORCEMENT REPORT
- D. FIRE DEPARTMENT REPORT
- E. MAYOR'S COMMENTS
- F. COUNCIL COMMENTS
 - 1. Acceptance of Resignation of Councilmember Ian Patrick
 - 2. Oath of Office for Town Councilmembers and Mayor

6. **NEW BUSINESS**

7. **ACTION ITEMS**

8. **CLOSED SESSION**

9. **ADJOURNMENT**

Vision Statement

Harrisburg will be a distinctive, family-focused community where memories are made.

Mission Statement

Together, we enhance our quality of life by collaborating, planning, and investing to create our community of choice.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the November 10, 2025, Town Council Meeting

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the November 10, 2025, Town Council meeting.

Description/Background:

Draft minutes of the November 10, 2025, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

n/a

Attachments:

1. November 10, 2025 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, NOVEMBER 10, 2025
6:00 PM**

MINUTES

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem La'Trecia Glover, Councilmembers Mike Thevenin, Chris Faw, Altyn Cotell, Ian Patrick

ABSENT: Councilmembers Maurice Price Jr., Ron Smith

**1A.
CALL TO ORDER**

Mayor Teague called the meeting to order.

**1B.
AGENDA ADOPTION**

MOTION:

Councilmember Thevenin made a motion to adopt the agenda as presented. Second was made by Councilmember Cotell. **The motion passed 5-0.**

**1C.
INVOCATION**

Councilmember Thevenin conducted the invocation.

**1D.
PLEDGE OF ALLEGIANCE**

**1E.
SPECIAL PRESENTATIONS**

- 1. Citizen's Academy 2025 Awards Presentation.** Recognition of the 2025 Citizens Academy Participants, including Leela Gottumukkala, Ethel Charity, Debroah Lee, Phyllis Ford, Heather Sweat, Tonya Clark, Jeremiah Robison, James Fairchild, Kevin Johnson, Pat Hamilton, Sarath Kanagala, Dylan McCan, and Famesha Okoeka.

**1F.
PUBLIC COMMENT**

None

2.

CONSENT AGENDA

- A. Consider the minutes of the October 13, 2025, Town Council Meeting
- B. Consider the minutes of the October 13, 2025, Closed Session
- C. Consideration of Change Order 1 for Professional Design Services Contract for HL-0062-HWY 49 Phase 2
- D. Consideration of Change Order 1 for Professional Design Services Contract for HL-0063-Caldwell Ext.
- E. Call for public hearing to consider entering into an Annexation Agreement between the Town of Harrisburg and the City of Charlotte for December 8, 2025, at 6:00pm.

MOTION:

Councilmember Faw made a motion to approve the Consent Agenda. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

3A.

COMMUNICATIONS

Town Manager Report

- Historic Pharr Mill Contract – We talked about the possibility of this being ready for tonight’s meeting, but unfortunately it is not ready tonight. We will have it for the December meeting.
- Turf at Harrisburg Park – that project is starting, the contract for that was signed today and we would expect that to move pretty rapidly. We intend to have that project completed in time for the spring athletic season.
- Playground at Harrisburg Park – wrapping up that project and are looking at dates towards the end of next week for a ribbon cutting to open that back up adding additional playground equipment, shade structures, benches and field turf.
- Staff Budget Retreat will be held next week. That is similar to the retreat that Council has. We will be rolling out our innovation and efficiency proposals that directors and managers will push up to management, and we will also discuss the challenges we have coming up with operations and capital expenses that departments need for the upcoming year.
- Benchmarking – a new part of our budget this year and really a new part of our structure is benchmarking. Our staff tends to be pretty competitive and the way we measure that success is benchmarking. We just won the award for healthiest employer in the state and the only way to tell how we are doing is to look at our peer groups and evaluate that. Staff from each department will be traveling to the School of Government all during the month of November to attend meetings concerning benchmarking, talking with other communities to sort of compare notes. The School of Government also hosts the benchmarking platform that we will be getting more into. The data for benchmarking is live now on a website for anyone to view and we will be feeding our data into that quarterly and updating it, tracking where we are on a myriad of benchmarks.
- Will present the first quarterly State of the Town report at the December Council meeting.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Lt. Helms presented the Law Enforcement report.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- We send our heartfelt condolences to the Shue family on the passing of Lynn Shue. He served as County Commissioner for twenty years and was also on the School Board previously. I had the honor of serving with him on the Centralina Board and I can tell you that his servant heart was always at the forefront of his leadership, and as we are honoring veterans this week, he also served in the US Army. Please keep his wife Patty, their children and extended family in your prayers.
- Thanks to our Parks and Recreation team for another amazing Trick or Treat event. I think we had record participation and vendors set up. Lots of kids, so it was fun to see them all dressed up.
- We talked about our One Harrisburg Comp Strategy Plan. It has been really wonderful to see our community so engaged in that. That was really one of the initiatives on the Council side, meeting our community where they were at, and I think strategically having these meetings out in the public has been wonderful. We have several more coming up. I think there's two this week, and all the dates can be found on our website. We have had twice as many surveys as any other surveys the Town has put out before, and the survey is still open until November 21st. We encourage everyone in the community to take that, and please come to one of the meetings. You will be able to engage with Council, see some great graphs and really kind of be a part of that long-term planning that we are tasked with.
- Tomorrow is Veteran's Day, and we hope you will join us at Veteran's Park beginning at 10:30am. It is going to be chilly so dress accordingly. This is so we can honor the brave men and women who have served our country and there will also be a special park rededication where you can see the newly renovated elements. It is absolutely beautiful, and I hope it provides some peace for those who visit that.
- Christmas Tree Lighting is coming up on Friday, December 5th, and that is from 6:00pm to 8:30pm at Harrisburg Park.
- Now that the election is behind us, I do want to thank those that ran and look forward to working with our two new folks that were elected. Councilman Thevenin, we certainly hope to continue to engage with you in the next several months, and we appreciate your service as well.

3G.

COMMUNICATIONS COUNCIL COMMENTS

Councilmember Faw

- The Healthiest Employer Award is fantastic. If you read through the criteria for that, it is not just about doing pushups in the gym, it is about a healthy, safe working environment that encourages employees. We don't always pay the most, but we try to create a great working environment. Nice to see that being recognized.
- I would like to thank Mike for all your service. We appreciate your dedication and look forward to working with two new members coming on to this board.

Mayor Pro-Tem Glover

- I know we have an amazing fire department, but to see them in action tonight was something else. I joked with Captain Johnston that I would brag about him, but he really is awesome. There were younger kids out there and he showed up very professionally, very compassionate, waiting on an adult to get there, and just making sure they were okay. I genuinely appreciate all our public servants, but especially Captain Johnston out there tonight.
- Our Pop Warner team, I tend to be highly critical of them and I realize that, but I am really proud of them. They're doing amazing – 9U lost on Saturday, but the other two teams are continuing to advance, and I am really excited about that. Last year the Council set aside some of our special funding to give them to go to nationals should they need it. Fortunately, it is here in Charlotte this year and I recognize that we as a Council do a fantastic job of keeping national issues national issues. However, with that said, knowing that we spent that money last year, and seeing where we are now and recognizing that we have roughly twenty percent of our students that are recipients of free and reduced lunch, I would ask our Council to use some of our special funds to make sure that we have food in our food pantry at Rocky River. So many of our community members are using them, and those pantries are depleted quickly. The Lions Club continues to refill as they can, but they are asking for more donations. I would ask that we are taking care of our community and put some funding towards that.

Town Manager, Rob Donham, replied that he is not sure if we can do that and he would need to run that by the finance department and town attorney to see just what the Town is allowed to do. That type of thing is not typically in the allowable expenses for local government. We can certainly look into that and report back to Council.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

Consideration of Final Resolution Requesting the Private Sale of \$2,350,000 General Obligation Transportation Bond, Series 2025 to Pinnacle Bank, a Tennessee Bank. With a public voter referendum in November 2017, the Town was authorized to issue \$4M of General Obligation Bonds for various transportation improvements.

The first issuance under this bond authorization was for \$1,650,000, which covered the cost of issuance plus \$1,550,000 in construction costs, consisting of various street resurfacing and sidewalk addition projects.

Approval was provided at the October 13, 2025, Town Council meeting to issue private placement bonds for the final issuance of the debt. An RFP was distributed to over 60 national, regional, and local lending institutions. As part of the RFP process, responding institutions were asked to provide rates for 15-year terms. Six responses were received. Some of the key factors evaluated by Finance and Town Administration in consultation with financial advisors, bond counsel, and the Town Attorney include the rate, cost of issuance, and call and early payoff provisions.

Projects funded by this issuance of bonds include:

1. Stallings Road Sidewalks, Phases I and II - \$400,000
2. Highway 49 Improvements - Phase I - \$250,000
3. Traffic Mitigation - Roberta Road - \$300,000
4. Traffic Mitigation - Cambridge Drive and Davis Creek Greenway - \$1,400,000

Of the responses received, Pinnacle Bank, a Tennessee bank, was selected with the following terms:

- \$2,350,000 not to exceed total loan value
- 15-year repayment schedule with annual principal and semi-annual interest payments
- Interest rate of 3.81%
- Non-Bank Qualified
- Pinnacle Bank, a Tennessee bank, as the lender
- The final installment payment will be made on November 1, 2040
- Annual debt service payments of approximately \$236,000, decreasing steadily each year after FY2028 to approximately \$162,000 in FY2041

Remaining Steps in the Bond Process:

- December 4th - LGC considers approving the financing
- December 10th - Closing

After some discussion, the following action was taken:

MOTION:

Councilmember Thevenin made a motion to adopt a final resolution requesting the private sale of \$2,350,000 General Obligation Transportation Bond, Series 2025 to Pinnacle Bank, a Tennessee bank, which includes a \$2,350,000 not to exceed value, an interest rate of 3.81% and a payment term not to extend beyond November 1, 2040. Second was made by Councilmember Faw. **The motion passed 5-0.**

6A.

NEW BUSINESS

Consideration of Professional Engineering Services contract for TIP Project # HN-0026 - Main Street and Roberta Road Roundabout. An application for the CMAQ grant was made in September 2023 and an award letter was received in September 2024. Upon execution of the Municipal

agreement with NCDOT, staff completed the Request for Letters of Interest (RFLOI) process in March 2025. Following review and scoring by the selection committee, RK&K received the highest score and was selected as the consultant. The scope and fee proposal was reviewed and approved by NCDOT, and the draft contract has been reviewed and approved for execution by both NCDOT and the consultant.

After some discussion, the following action was taken:

MOTION:

Councilmember Faw made a motion to authorize the Town Manager to finalize negotiation and execution of the Professional Engineering Services Contract for HN-0036 - Main Street at Roberta Road Roundabout to RK&K in an amount not to exceed \$616,536.60 and the related Project Ordinance Amendment. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

6B.

NEW BUSINESS

Consideration of a Contract with McGill Associates to perform a Design for pedestrian and infrastructure improvements on Woodside Drive from Patricia Avenue to Autumn Drive. The Town of Harrisburg pre-qualified firms in March 2025 for assistance with professional service studies and designs. McGill Associates was one of those firms, and they have been utilized with great success on several past projects for the Town. The FY2026 budget included funding to design pedestrian and infrastructure improvements on Woodside Drive from Patricia Avenue to Autumn Drive.

The improvements include installation of curb and gutter, sidewalk along one side of the road, and upgrades to the existing drainage infrastructure.

After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to authorize Town Manager to finalize negotiation and execution of the Supplemental Services Agreement with McGill Associates for an amount not to exceed \$148,300 for the Woodside Dr. pedestrian improvements project and approve the related Project Ordinance Amendment. Second was made by Councilmember Faw. **The motion passed 5-0.**

7.

ACTION ITEMS

- Look further into food assistance opportunities

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Glover made a motion to adjourn the meeting. Second was made by Councilmember Cotell. **The motion passed 5-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the November 6, 2025 Town Council Work Session

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the November 6, 2025, Town Council Work Session.

Description/Background:

Draft minutes of the November 6, 2025, Town Council Work Session are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

n/a

Attachments:

1. Nov 6 Work Session Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL WORK SESSION
THURSDAY, NOVEMBER 6, 2025
HARRISBURG TOWN HALL
6:00 PM**

MINUTES

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem La'Trecia Glover, Councilmembers Mike Thevenin, Chris Faw, Altyn Cotell, Ian Patrick (arrived 6:09pm), Ron Smith

ABSENT: Councilmember Maurice Price Jr.

1.

CALL TO ORDER

Mayor Teague called the meeting to order.

1A.

SPECIAL PRESENTATIONS

Presentation of Unified Development Ordinance (UDO) Diagnostic Results by Code Write.

Chad Meadows from Code Write presented information concerning:

- Project Goals
- Work Completed to Date
 - Currently in the Comprehensive Code Assessment Phase – will generate two documents – 7 Key Themes for UDO Improvement, and Current UDO Summary
- Next Steps
 - Revision (as appropriate)
 - Follow up discussion with Council
 - Phase II: UDO Redrafting

Questions and general discussion followed.

2A.

OLD BUSINESS

Discussion of Updated Design for Historic Pharr Mill Site. Parks and Recreation Director Jim Spina presented information.

- Concept 3 Review in September – Council asked for a more simplified concept with an emphasis placed on developing a park that creates a more natural setting
- New Concept rendering discussed – preliminary opinion of probable cost is \$1.8 million +/- contingency
- Ready to begin the process if Council is so inclined

2B.

OLD BUSINESS

Discussion of Comprehensive Strategic Plan Updates

- Reviewed project timeline
- Should have a draft of the plan in April
- Hope to have ready for adoption by the fall of 2026
- Have had great engagement by the public at all the neighborhood meetings and open house
- Have had 650 people complete the survey so far, which is higher than expected – survey results should be ready by January
- Reviewed current housing data in Harrisburg

3A.

NEW BUSINESS

Discussion of FY2027 Budget Process and Key Dates

- Council Retreat
- Council Workshops
- Council Budget Exercise
- Final Workshop and MRB Review
- Public Hearing - May
- Adoption - June

4.

CLOSED SESSION

None

5.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Glover made a motion to adjourn the meeting with a second from Councilmember Faw. **The motion passed 6-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider Approval of the 2026 Town Meetings Calendar

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the 2026 Town Meetings Calendar as presented.

Description/Background:

Draft 2026 Town Meetings Calendar presented for consideration.

Recommendation:

Approval

Fiscal Impact:

n/a

Attachments:

1. 2026 Meetings Calendar

2026

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
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19	20	21	22	23	24	25
26	27	28	29	30		

May						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
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August						
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30	31					

September						
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October						
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November						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Notes:
TOWN COUNCIL 2 nd Monday, 6:00 pm
TOWN COUNCIL WORK SESSIONS 4 th Thursday, 6:00 pm – Qrtly.
PLANNING & ZONING ADVISORY BOARD 3 rd Tuesday, 6:00 pm
BOARD OF ADJUSTMENT 1 st Tuesday, 6:00 pm
NEIGHBORHOOD MTGS. 3 rd Thursday, 6:00 pm @ Town Hall
PARKS & RECREATION ADVISORY BOARD 3 rd Monday, 6:00 pm
YOUTH COUNCIL 4 th Tuesday, 6:00 pm No meetings June or July
PLEASE NOTE Some regular meetings may be moved if they Conflict with holidays



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of contract with Nu-Pipe for the Piccadily Lane Culvert Rehabilitation

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to authorize Town Manager to finalize negotiation and execution of the Piccadily Culvert Rehabilitation contract with Nu-Pipe in an amount not to exceed \$138,236.18.

Description/Background:

The Piccadily culvert has been found to be in need of repairs and was identified as part of the Stormwater Spot Improvements Capital Improvements Project adopted in the FY25 budget. Staff engaged with a stormwater consulting firm to perform an analysis and recommend remedies in May 2025. The analysis provided three potential recommendations to address identified issues, with initial estimates for materials-only ranging from \$375,000 for Alternative 1 to \$915,000 and \$540,000 for Alternatives 2 and 3, respectively. Based on the results of the analysis, staff requested a proposal for the design of Alternative 1 and received an estimate of \$166,540 to produce final plans. With the uncertainty of the cost and viability of Alternative 1, staff continued to search for alternative solutions to rehabilitate the culvert and, through interdepartmental cooperation, Public Works staff recommended reaching out to several companies who specialize in rehabilitation of culverts similar to this one with a method which was not included in the original analysis as a potential option. Staff reached out to three companies and received two quotes, with a third company noting they would not be able to provide a quote. Following research and discussions with the prospective contractors, staff has determined the method to be a viable and economical solution for the rehabilitation of the Piccadily Culvert. Nu-Pipe provided the lowest quote.

Recommendation:

Authorize Town Manager to finalize negotiation and execution of the Piccadily Culvert Rehabilitation contract to Nu-Pipe in an amount not to exceed \$138,236.18.

Fiscal Impact:

The Fiscal Impact of this contract is \$138,236.18. The annual Storm Water spot improvement project has approximately \$275,000 in available budget. If approved, this would be reduced to approximately \$136,500 for the remainder of FY2026.

This project was properly informally bid, given its estimated and actual construction value.

Attachments:

1. Piccadily Culvert Rehab- Contract Packet
2. Quote Tab



CONSTRUCTION SERVICES CONTRACT - PICCADILY CULVERT REHABILITATION

This Contract is by and between Town of Harrisburg, NC (Owner) and
Nu-Pipe (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all work as specified in the attached Quote # HRNC-001R1 provided by Nu-Pipe on November 12, 2025, which is hereby attached and incorporated into this contract as Exhibit "A"

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. All work shall be ready for final payment 60 days following the Notice to Proceed date. Failure to perform the work required for acceptance within the time specified above shall subject the Contractor to an assessment of liquidated damages of Two Hundred Dollars (\$200.00) per calendar day.
- B. Work must be performed continuously by the Contractor except with consent from the designated Town representative. Inclement weather that prohibits the performance of the Work by the Contractor shall not result in the performance of the Work being considered not continuous. These times can be extended with a timely request. Unless so extended, failure to comply with this project shall subject the Contractor to liquidated damages as described above.



3.02 Delays in Contractor's Progress

- A. If Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

Owner shall pay Contractor in accordance with the Contract Documents at the unit prices provided in Exhibit "A." The total contract price includes a 10% contingency and shall not exceed **\$138,236.18**. Use of contingency shall only be authorized by Change Order.

ARTICLE 5 - INSURANCE

5.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.



6.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

6.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

6.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.



- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense.
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.08 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

6.09 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

6.10 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and any officers, directors, members, partners, employees, agents, consultants and subcontractors of the Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.



ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

8.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties.

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.



- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

9.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner, no more frequently than monthly, to Owner. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

10.02 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

10.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will indicate in writing acceptance of application or return the application to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

10.04 Substantial Completion

- A. The Contractor shall notify Owner in writing that the Work is substantially complete and request the Owner issue a certificate of substantial completion when Contractor considers the Work ready for its intended use.

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.



10.06 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract.
- B. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment.

10.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 - 5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 12 - BONDING

12.01 Performance and Payment Bonds

Performance and payment bonds for the full amount of this Contract are required to be attached when the total amount awarded exceeds three hundred thousand dollars (\$300,000). Instead of bonds, a deposit of money, certified check or government securities for the full amount of the Contract may be accepted. Contractor shall provide the bonds in an acceptable form. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. The performance bond shall be solely for the protection of the Town. The payment bond shall be in an amount equal to 100% of the Contract and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor or construction manager at risk is liable.

ARTICLE 13 - ATTACHMENTS

13.01 Exhibits

Additional Exhibits may be used to further define this Agreement when the Contractor and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. The following attachments are made a part of this Agreement and incorporated herein by reference

Exhibit "A": Quote

Exhibit "B": E-Verify Affidavit

Exhibit "C": Tax Form(s)

Exhibit "D": Certificate of Insurance

Exhibit "F": Notice to Proceed



HARRISBURG, NORTH CAROLINA
 CONSTRUCTION SERVICES CONTRACT – PICCADILY CULVERT REHABILITATION

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Town of Harrisburg, NC

CONTRACTOR: Nu-Pipe

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Devin Huston

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____

(where applicable)



EXHIBIT A



P.O. Box 2529
Mount Pleasant, SC 29465

Harrisburg, NC
Devin Huston
Quote # HRNC-001R1
SAPL 72" x 110'
12 November 2025

Proposal to provide mobilization, labor, tools, equipment, expendables, material, licensing, insurance, freight, licensing and supervision provided to perform the following work:

**Mobilization, Dam and Dewater, SAPL 72" x 110', Grout Injection @
Picadilly Lane, Harrisburg, NC**

Per site visit by Dan Foster

Exclusions: potable water to be provided by others – fill and transport of said water to be provided by Nu-Pipe; suitable, standard access to each pipe and each structure (JB, CB, DI, MH, Headwall, Shoulder, Inlet, Outlet...) to be provided by others; traffic control is to be provided by others; surface repairs & restoration to be provided by others; stamped thickness designs from an independent third-party engineer to be provided by others if requested or required by Owner (Nu-Pipe will self-perform the engineering and provide the calculations at no cost, but the stamp costs money); testing of material by independent third-party laboratory and procurement of that laboratory to be provided by others if requested or required by Owner; permits, licenses, and construction easements to be provided by others; water meter to be provided by others; cutting of protruding services, or any addressing of any services, protruding or otherwise, is unnecessary, atypical, and excluded; obstruction removal, root cutting, tap/service cutting/reinstatement, and mechanical pipe cleaning (will not be necessary) are to be considered Change Order Work and priced additionally and separately; any documentable and substantial change in conditions between the time of the field inspection/quote and the time of the performance of Work is to result in a Change Order for the cost+OH+profit of that substantial and documentable change in conditions.

All work is quoted per the terms of this quotation. All runs are subject to field measurement. Approval and allowance of weekend work is to be provided for every weekend that Nu-Pipe requests to work. In so far as language in this quotation may conflict with language contained in a boilerplate contract that adopts pricing from this quotation, the language contained in this quotation shall supersede any other language.

Nu-Pipe intends to perform this work in accordance with our established work pattern of 10-days-on, and 4-days-off. This means that we will work weekend days. If Nu-Pipe is not permitted to work weekend days, that information should be made clear before the subcontract is written, so that Nu-Pipe can revise pricing accordingly. Nu-Pipe expects its scope of work to require 4 days to perform.

Mobilization

\$7,480.00/EA

In addition to the quoted total, which covers the initial mobilization, a mobilization of \$7,480.00/EA will be charged each time Nu-Pipe demobilizes from the site because of any of the following reasons: Nu-Pipe was not allowed to work on a day we wanted to work; Nu-Pipe ran out of work-ready-to-perform; access was improper or insufficient.

SAPL 72" x 110 LF

\$118,189.25

Nu-Pipe proposes to spincast at thickness to provide structurally independent, new pipe with a lifespan of at least 50 years around which the existing pipe can completely rot away. This includes demolition and disposal of curling deformations at the inlet and mid-section of the pipe as well as invert placement. Also included in this price is Injection Grouting to fill voids around

existing pipe, stabilize soils around existing pipe, fix undermining and restore compaction to fill around existing pipe.

Contingency @ 10%

\$12,566.⁹³

Additional work which would utilize Contingency funds must be pre-approved by Town representative.

Total @ 1 Mobilization

\$138,236.¹⁸

Quote valid for initial acceptance for 60 days. Thereafter, the initial approval will extend the Quote's validity for an additional 45 days. Once the Quote has been formally and finally accepted, it will remain valid until deviation from it, completion of the quoted scope, Act of God, documentable change in market conditions resulting in additional compensation from the Owner, or other protection of any Contract that adopts this Quote's pricing. Removal of items may affect the prices of other items. Nu-Pipe warranties all work it designs and performs for up to 5 years, upon condition that the Owner or Contractor invite us to Inspect our New Pipes annually for each of those 5 years after installation; OR, we warranty per the terms of the Contract, whichever is less. Our warranty will go into effect immediately upon our receipt of payment, and there will be no warranty on any work, product, or workmanship before that work, product, or workmanship has been purchased. Purchase of Work, Product, or Workmanship will be defined as Nu-Pipe's successful receipt of Payment-in-Full. Nu-Pipe's designs will trenchlessly provide structurally independent, new pipes with lifespans of at least 50 years. For the purposes of creating our Designs, we have assumed that all existing pipes (host pipes) are fully deteriorated, meaning the new pipes we have proposed to provide are engineered to bear the full load of all backfill and traffic immediately after curing. Assuming that the existing pipes are partially deteriorated, installing liners to a specified thickness, or being directed to simply Line the Existing Pipes, (instead of trenchlessly providing structurally independent, new pipes) will all result in a cost reduction, compared to the above. Unless otherwise specified herein, SAPL, includes Curtain-Wall Injection Grouting around each pipe to be rehabbed via SAPL. This will fill voids in the fill, stabilize the existing pipe (designed to move at the joints), recompact fill around the pipe, and stop infiltration to allow for proper SAPL.



Stallings Road Sidewalk Extension - Phase 2
Quote Tabulation

Oct-25

	Nu-Pipe	Atlantic Pipe Solutions	Tri-State Utilities
<i>TOTAL QUOTE FOR PROJECT.....</i>	\$125,669.25	\$212,864.43	Declined



TOWN OF HARRISBURG

Agenda Item Details

Title:

Conduct a Public Hearing to Consider Extending An Annexation Agreement between the Town of Harrisburg and the City of Charlotte

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

Motion to adopt an ordinance approving an annexation agreement between the Town of Harrisburg and the City of Charlotte, effective from 2026 to 2036.

Description/Background:

The Town of Harrisburg and City of Charlotte have been parties to an annexation agreement since January 1, 2006, for a period of 10 years. The agreement was extended by both parties on January 1, 2016, and is set to expire on January 1, 2026. Town staff reached out to Charlotte to inquire about extending the annexation agreement between the two jurisdictions. Charlotte agreed and the attorneys for both Harrisburg and Charlotte have developed the annexation agreement attached to this report for approval. Charlotte is considering the agreement on their end and is planned to adopt at a future meeting.

A call for a Public Hearing to consider the proposed Annexation Agreement was approved by the Town Council at its November 10th meeting.

Recommendation:

Staff recommends adoption of the proposed Annexation Agreement time extension between the Town of Harrisburg and City of Charlotte, for a period of 10 years, subject to adoption of the agreement by Charlotte.

Fiscal Impact:

None

Attachments:

1. Resolution Fixing the Public Hearing - Signed
2. Ordinance and Annexation Agreement - Charlotte - 2026 - 2036
3. Annexation Agreement - Charlotte- 2006 to 2016
4. Annexation Agreement - Charlotte - 2016 to 2026



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION AGREEMENT PURSUANT TO G.S. 160A-58.24(c)**

WHEREAS, the Town of Harrisburg and the City of Charlotte desire to enter into an Annexation Agreement pursuant to N.C.G.S. 160A-58.21; and

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 entering into an annexation agreement between the Town of Harrisburg and City of Charlotte described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on December 8, 2025.

Section 2. The area proposed within the annexation agreement is described as follows:

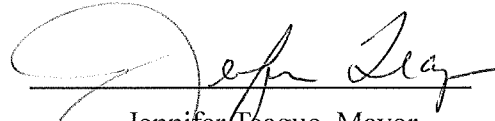
EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County ("Charlotte Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

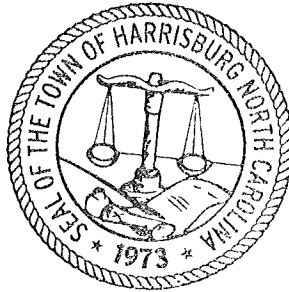
That certain portion of Cabarrus County ("Harrisburg Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Harrisburg Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Harrisburg and Concord (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Harrisburg Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Harrisburg Area is formed by the line between Harrisburg and Midland described in the annexation agreement between Harrisburg and Midland (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The westerly boundary of the Harrisburg Area is formed by the County Line.

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.


Jennifer League, Mayor

ATTEST:


Janet Rackley, Town Clerk





**An Ordinance Approving Annexation Agreement
Between the Town of Harrisburg and the City of Charlotte**

WHEREAS, all the prerequisites to adoption of this ordinance prescribed in N. C. Gen. Stat. Chapter 160A, Article 4A, Part 6 have been met; and

WHEREAS, the Town Council of the Town of Harrisburg has taken into consideration the statements presented at the public hearing held on December 8, 2025, concerning the proposed Annexation Agreement; and

WHEREAS, the Town Council has concluded and hereby declares that it is appropriate and desirable for the Town of Harrisburg to enter into the Agreement.

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

Section 1. The proposed Annexation Agreement between the Town of Harrisburg and the City of Charlotte is hereby approved and ratified and the Mayor of Harrisburg is directed to execute the Agreement with the Mayor of Charlotte as soon as possible, to become effective as provided therein.

Section 2. The approved Agreement (Exhibit A) and associated Map (Exhibit B) are attached to this ordinance and is incorporated herein, and this ordinance and the executed Agreement shall be spread upon the minutes of this meeting.

Section 3. The approving ordinance is effective upon adoption.

Adopted this 8th day of December 2025.

Jennifer Teague
Mayor

Janet Rackley
Town Clerk

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY
CABARRUS COUNTY

CHARLOTTE - HARRISBURG
ANNEXATION AGREEMENT

This CHARLOTTE – HARRISBURG ANNEXATION AGREEMENT (“Agreement”) is hereby made and entered into as of the date of execution by the latter of these two parties, by and between the TOWN OF HARRISBURG (“Harrisburg”) and the CITY OF CHARLOTTE (“Charlotte”).

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities;

WHEREAS, Harrisburg and Charlotte previously entered into an annexation agreement on January 1, 2016 for a period of ten (10) years, which agreement is about to expire by its terms; and

WHEREAS, Charlotte and Harrisburg, being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to their respective corporate limits and also desire to improve planning by public and private interests in such areas.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. The effective date of this Agreement is January 1, 2026.
4. Exhibit A is attached to this Agreement and incorporated by reference. It describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Harrisburg.
5. Exhibit B is attached to this Agreement and incorporated by reference. It describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
6. Pursuant to N.C. Gen. Stat. § 160A-58.24(a)(5) and (b), at least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is

considering annexation shall give notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to, the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement, and roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

7. Pursuant to N.C. Gen. Stat. § 160A-58.24(a)(5), either party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 5 above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

8. Any waiver authorized by Paragraph 6 above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

9. So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Harrisburg waives the notice requirements of Paragraph 5. Under no circumstances may this paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Harrisburg may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

10. So long as Harrisburg does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5. Under no circumstances may this paragraph be construed to relieve Harrisburg of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Harrisburg, whichever date is later.

11. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From

and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

12. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

13. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

14. If Harrisburg lawfully extends water or sewer facilities into an unincorporated portion of Mecklenburg County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Charlotte, Charlotte will permit Harrisburg to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Mecklenburg County by Harrisburg.

15. If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Harrisburg, Harrisburg will permit Charlotte to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Cabarrus County by Charlotte.

16. The provisions of this Agreement may only be amended or terminated upon the written agreement of Charlotte and Harrisburg, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Harrisburg and spread upon their respective minutes.

17. The parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The parties anticipate that additional development along the County Line may occur with similar results. The parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either party may propose to amend this Agreement to permit Harrisburg to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the parties agree are appropriate. Each party acknowledges that the provisions of this paragraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

18. Pursuant to N.C. Gen. Stat. § 160A-58.24(e), this Agreement shall not be binding beyond three (3) miles of the primary corporate limits of either party, unless approved by the Board of County Commissioners with jurisdiction over the area.

IN WITNESS, the parties have executed this Agreement as indicated below.

Date: _____

CITY OF CHARLOTTE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Deputy City Attorney

Date: _____

TOWN OF HARRISBURG

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A (Portion of Mecklenburg County)

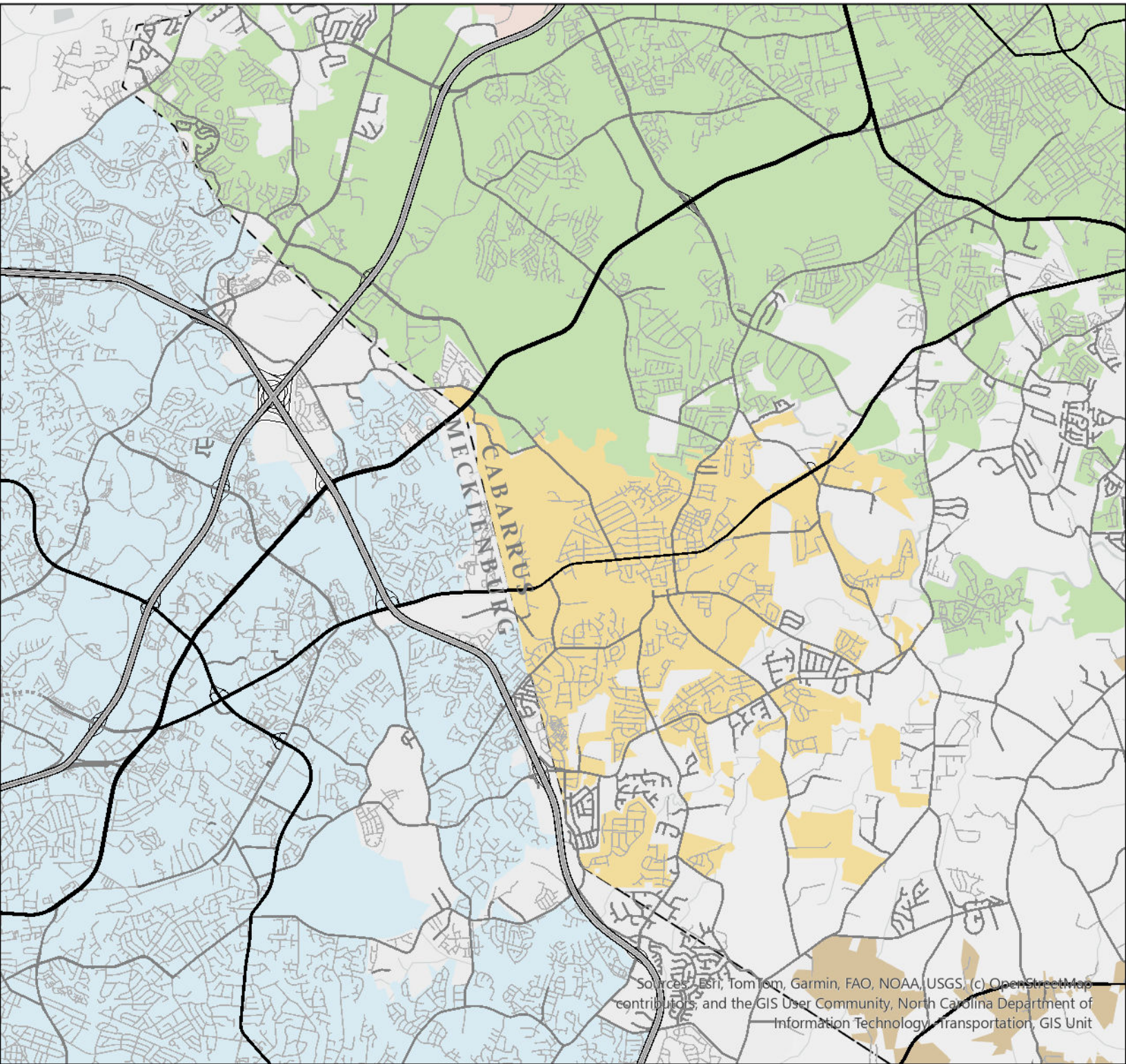
That certain portion of Mecklenburg County ("Charlotte Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County ("Harrisburg Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Harrisburg Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Harrisburg and Concord (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Harrisburg Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Harrisburg Area is formed by the line between Harrisburg and Midland described in the annexation agreement between Harrisburg and Midland (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The westerly boundary of the Harrisburg Area is formed by the County Line.

Mecklenburg/Cabarrus County, NC Municipal Boundaries

Exhibit B



- Charlotte
- Concord
- Harrisburg
- Kannapolis
- Midland



0 0.350.7 1.4 Miles



NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter "Charlotte") the Town of Harrisburg, being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to their respective corporate limits and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Harrisburg.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is January 1, 2006.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads,

streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 5(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Harrisburg waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Harrisburg may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Harrisburg does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Harrisburg of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Harrisburg, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. a) If Harrisburg lawfully extends water or sewer facilities into an unincorporated portion of Mecklenburg County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Charlotte, Charlotte will permit Harrisburg to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Mecklenburg County by Harrisburg.

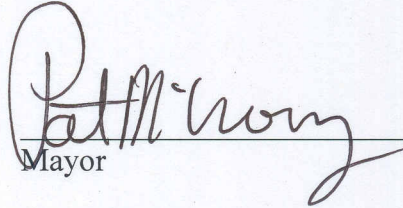
b) If Charlotte lawfully extends water or sewer facilities into an unincorporated portion of Cabarrus County within the right-of-way of any public street which subsequently is annexed by and becomes a public street of Harrisburg, Harrisburg will permit Charlotte to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Cabarrus County by Charlotte.

9. The provisions of this Agreement may only be amended or terminated upon the written agreement of Charlotte and Harrisburg, approved by the ordinance of their governing boards and executed by the Mayors of Charlotte and Harrisburg and spread upon their respective minutes.

10. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with similar results. The Parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either Party may propose to amend this Agreement to permit Harrisburg to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the Parties agree are appropriate. Each Party acknowledges that the provisions of this paragraph are not enforceable, but that all

remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

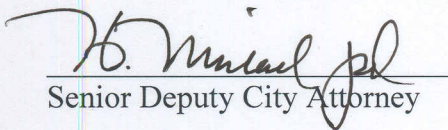
CITY OF CHARLOTTE


Mayor

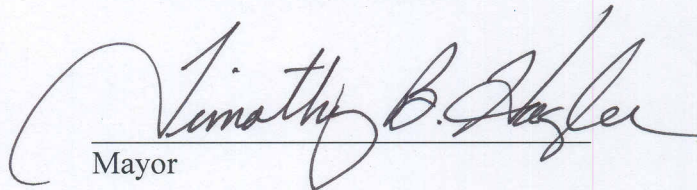
ATTEST:


Dep. City Clerk

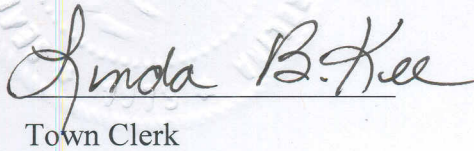
APPROVED AS TO FORM:


Senior Deputy City Attorney

TOWN OF HARRISBURG


Mayor

ATTEST:


Town Clerk

APPROVED AS TO FORM:

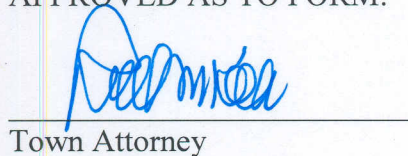

Town Attorney

EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County (“Charlotte Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County (“Harrisburg Area”) which is contiguous with the Cabarrus County/Mecklenburg County Line (the “County Line”), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Harrisburg Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Harrisburg and Concord (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Harrisburg Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Harrisburg Area is formed by the line between Harrisburg and Midland described in the annexation agreement between Harrisburg and Midland (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The westerly boundary of the Harrisburg Area is formed by the County Line.

ORDINANCE NO. 6099-X

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY
OF CHARLOTTE AND THE TOWN OF HARRISBURG**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on November 23, 2015 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

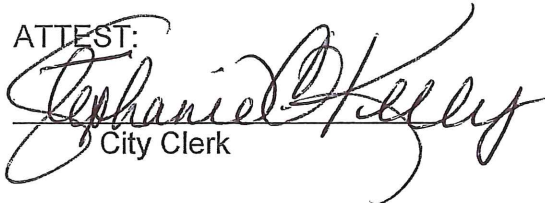
Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Harrisburg is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on January 1, 2016.

Adopted this 23rd day of November, 2015.

ATTEST:

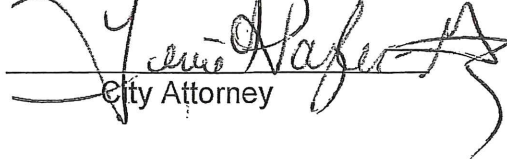

City Clerk

CITY OF CHARLOTTE

By: 

Mayor

APPROVED AS TO FORM:


City Attorney



CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 23rd day of November, 2015 the reference having been made in Minute Book 139, and recorded in full in Ordinance Book 59, Page(s) 641-648.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, the 23rd day of November 2015.


Stephanie C. Kelly, MMC, NCCMC, City Clerk



NORTH CAROLINA

MECKLENBURG AND CABARRUS COUNTIES

ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter "Charlotte") the Town of Harrisburg, being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to their respective corporate limits and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Harrisburg.
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Cabarrus County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is January 1, 2016.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads,

streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Any party may waive, in its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body. The Mayor of Charlotte is duly authorized to waive said requirements.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Harrisburg waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Harrisburg may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Harrisburg does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Harrisburg of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Harrisburg, whichever date is later.

6. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

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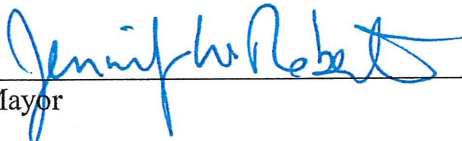
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10. The Parties acknowledge that development along the Mecklenburg/Cabarrus County Line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The Parties anticipate that additional development along the County Line may occur with similar results. The Parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding, the terms of this Agreement, it is understood and agreed that either Party may propose to amend this Agreement to permit Harrisburg to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tract in Cabarrus County under circumstances that the Parties agree are appropriate. Each Party acknowledges that the provisions of this paragraph are not enforceable, but that all

remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

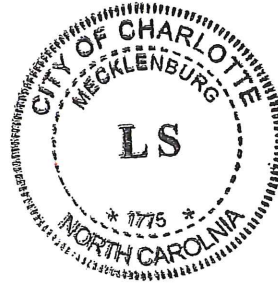


Mayor

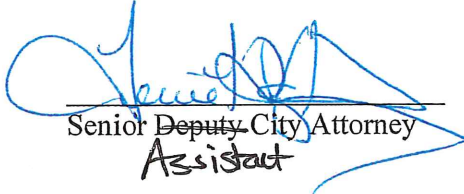
ATTEST:



City Clerk




APPROVED AS TO FORM:



Senior Deputy City Attorney
Assistant

TOWN OF HARRISBURG



Mayor

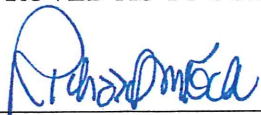
ATTEST:



Town Clerk



APPROVED AS TO FORM:



Town Attorney

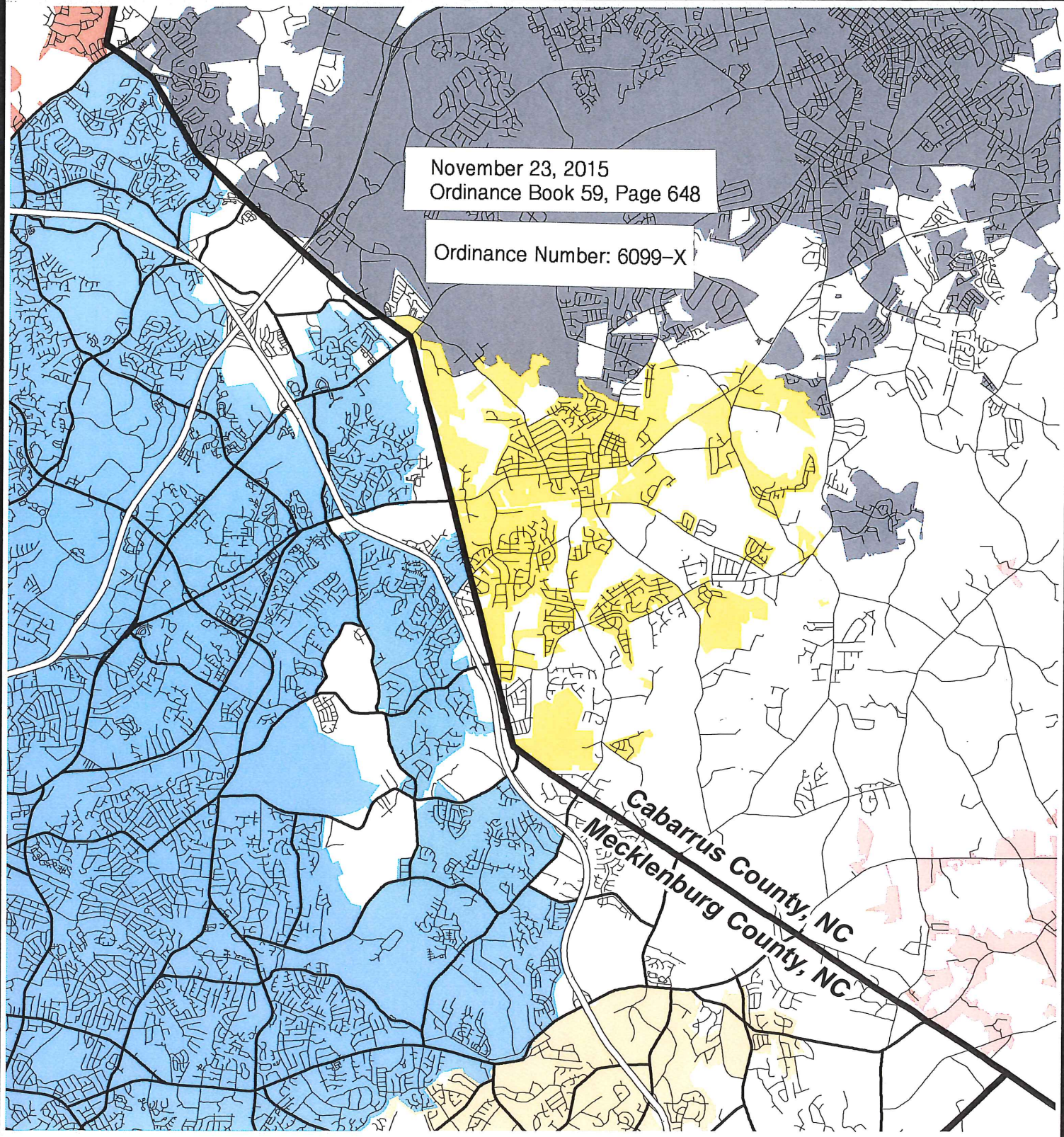
EXHIBIT A (Portion of Mecklenburg County)

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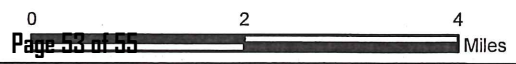
EXHIBIT B (Portion of Cabarrus County)

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Mecklenburg County / Cabarrus County, NC Municipal Boundaries



- | | |
|--|--|
|  Charlotte City Limits |  Concord City Limits |
|  Huntersville Town Limits |  Harrisburg Town Limits |
|  Mint Hill Town Limits |  Midland Town Limits |





TOWN OF HARRISBURG

Agenda Item Details

Title:

Acceptance of Resignation of Councilmember Ian Patrick

Presenting Personnel:

Suggested Motion or Action:

Motion to accept the resignation of Councilmember Ian Patrick for the remainder of his current term in office.

Description/Background:

Recommendation:

None

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Oath of Office for Town Councilmembers and Mayor

Presenting Personnel:

Suggested Motion or Action:

Oath of Office for Mayor and Councilmembers

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None