



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

**August 12, 2019
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. July 4th Celebration Hero Sponsor -- Budget Blinds
- E. 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 July 8, 2019 Town Council meeting.
- B. Consider the minutes of the July 8, 2019 Closed Session.
- C. To Set Public Hearing for Consideration of Adding a Solicitation Ordinance to the Town Code of Ordinances.
- D. Consideration of FY2020 Budget Amendments and Project Ordinance Amendments

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. Public Hearing to consider the construction and renovation of Harrisburg Park - Phase 1, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S 160A-20.
- B. H-2018-08 (R) – Camellia Gardens (Shea Homes) Conditional Rezoning and Zoning Map Amendment.
- C. Public Hearing to consider the construction of West Rocky River Elevated Storage Tank, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S 160A-20.
- D. Public Hearing to Consider Changing the Name of Existing Forest Street to Gamble McClure Lane.

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of Memorandum of Understanding and Funding Approval - Harrisburg Passenger Rail Station
- B. Consideration of Fire Department Contract for the purchase of a 2020 Smeal Firetruck
- C. Consideration of appointment to Fire Advisory Board
- D. Consideration of appointment to the Planning and Zoning Board.

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.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the July 8, 2019 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the July 8, 2019 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes July 8, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, JULY 8, 2019
6:00 PM**

MINUTES

Mayor Steve Sciascia called the meeting to order.

PRESENT: Mayor Steve Sciascia; Mayor Pro-Tem John Booth; Councilmembers Troy Selberg, Diamond Staton-Williams, Benita Conrad, Rick Russo, Ron Smith

ABSENT: Councilmember Christopher Barfield

**1A.
AGENDA ADOPTION**

MOTION:
Councilmember Russo made a motion to adopt the agenda as proposed. Second was made by Councilmember Conrad. **The motion passed 6-0.**

**1B.
INVOCATION**

Councilmember Russo conducted the invocation.

**1C.
PLEDGE OF ALLEGIANCE**

**1D.
SPECIAL PRESENTATIONS**

- Marcella Beam from Cabarrus County Health Alliance presented the 2018 State of the County Health Report.

**1E.
PUBLIC COMMENT**
None

**2.
CONSENT AGENDA**

- A. Consider the minutes of the June 10, 2019 Town Council meeting.
- B. Consider the minutes of the June 10, 2019 Closed Session.
- C. Consider the minutes of the June 17, 2019 Special Town Council meeting.
- D. Set a public hearing for August 12, 2019 to consider the construction of an Elevated Water Storage Tank, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20.
- E. Consider amendments to the FY2019 Budget Ordinance for an emergency purchase for the Kensington Forest lift station.
- F. Set a public hearing for August 12, 2019 to consider renaming Forest Street.

MOTION:
Councilmember Russo made a motion to approve the Consent Agenda. Second was made by Mayor Pro-Tem Booth. **The motion passed 6-0.**

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- Recognized staff for the fantastic job done in putting on the July 4th parade and festival. A lot of hard work and planning goes into putting on a festival of this size and they also experienced a 5 ½ inch rainfall event over 1 ½ hours on the afternoon of July 4th. Following this rain event staff was able to get everything cleaned up and the festival back up and running. Everyone did a fantastic job and we want to make sure we recognize them. They are already beginning to plan for next year's event.
- Also recognized the Human Resources Department and the Wellness Committee for obtaining an award from the Charlotte Business Journal. The Town was awarded Healthiest Employer of the Year in the Greater Charlotte Region for small businesses. Great job to all who participate in our Wellness Program.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Asked where we are on the Vision Statement for the Town. Town Manager Brigman stated that we are working on it from a staff perspective and there was some conversation about waiting until after the election to really get everyone involved, and then you will begin to see some requests for content input because we are going to work with Council first and then work our way out to the public to get community input.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Conrad

- Reiterated Mr. Brigman's comments on the July 4th festival. Staff did a great job. Thanks to all.

Councilmember Smith

- Had questions about TIAs. Is there a way to get sign-off on these from the Planning Department as well as the Engineer? Also mentioned that the TIA for Camellia Gardens is not on the website. After some discussion, Rob Donham, Public Works and Engineering Director, stated that the process has changed now and Planning, Engineering and DOT all sign off on these and minutes are taken of all the meetings.

4A.

PUBLIC HEARING

Consider the updated Farmington Ridge Parkway Project Development District Plan, Resolution to create the Farmington Ridge Project Development District and related Infrastructure Reimbursement Agreement.

At the December 10, 2018 Town Council meeting, approval was provided for the Farmington Ridge Parkway Project Development District Plan, the Resolution to Create the District, and the related Infrastructure Reimbursement Agreement.

The Town's reimbursement agreement was based on 90% of the incremental increase in taxes received on the value of the developed property going to the developer to repay them for the cost of debt payments associated with the road improvements over a period of 14 years.

The agreement was designed as a three-party agreement with Cabarrus County, where the County was required to agree to the project and the related financing plan in conjunction with the Town. During the County's consideration of this project, they made several changes to the original agreement, necessitating the agreement being separated into two individual agreements with the developer and the County and Town.

This public hearing was opened and recessed at the June 10, 2019 Town council meeting.

While it was anticipated that the County would have the agreement approved prior to the July 8, 2019 Council meeting, this did not happen. Current indications are that it could be approved at their August 2019 meeting. Since any changes to the Town's plan are dependent on what the County may approve, there will

not be adequate information available to conduct the entire public hearing.

Therefore, this public hearing will need to be recessed to September 9, 2019, at which time it is anticipated that the County will have the agreement approved. At that point, staff will be able to provide the Council and public with the new information as approved by the County and how that will ultimately affect the Town's plan.

MOTION:

Councilmember Selberg made a motion to recess this public hearing until the September 9, 2019 Town Council meeting. Second was made by Mayor Pro-Tem Booth. **The motion passed 6-0.**

4B.

PUBLIC HEARING

H2018-08 (R) Conditional Rezoning and Zoning Map Amendment for Camellia Gardens (Shea Homes). The Planning and Zoning Advisory Board considered the Conditional Rezoning and Zoning Map Amendment application for H-2018-08(R) Camellia Gardens (Shea Homes) on May 21, 2019. Upon making a recommendation, typically the application moves to the Town Council for consideration at the following Town Council meeting. In this instance, an issue was discovered with the dates the Traffic Impact Analysis (TIA) was completed for the applicant, so staff has initiated a new TIA to be completed before moving forward to the Town Council. The delay in completing the TIA means the application will not be ready for consideration by the Town Council for the June meeting.

The Town's Unified Development Ordinance (UDO)(3.3.4.1.3) directs the Town Council to hear the application within 60 days of receiving a recommendation from the Planning and Zoning Board. This would mean the Public Hearing should be held during the June or July Town Council meetings.

Due to a scheduling conflict for the July Town Council meeting, the applicant has requested that the Town delay holding the Public Hearing until the August 12th Town Council meeting. In order to meet the requirements of the UDO, the Town must open the Public Hearing during the July Town Council meeting, and then recess the meeting until the August meeting for consideration.

To give the public optimal opportunity to speak regarding the proposal, public comment will be taken in both the July and August Town Council meetings, but Council will not consider the application and hear from the applicant until the August meeting.

The Public Hearing was opened.

Speaking:

- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg – questions about TIA.

The Public Hearing was then recessed.

After some discussion the following action was taken:

MOTION:

Councilmember Conrad made a motion to recess this public hearing until the August 12, 2019 Town Council meeting. Second was made by Councilmember Staton-Williams. **The motion passed 6-0.**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consider an amendment to the Town Purchasing Policy regarding employee-vendor conflicts of interest. Per previous Council directive, the Town's purchasing committee created a Vendor Conflict of Interest Policy that all Town employees, Council and Advisory members, and vendors will attest to on an annual basis.

The Town must show transparency in its financial transactions and has a responsibility to illustrate to the public that tax dollars are being spent in the most conscientious and transparent way. It is important that the Town has no employees, board advisory members, or other related parties with a perceived financial benefit that results from doing business with the Town. The policy provided by the committee is aimed to avoid any perception of a conflict of interest.

The identification of the relationship and potential conflict of interest will be disclosed to the Finance Department for a determination to be made. The disclosure itself does not constitute a conflict of interest.

The vendor application form has been updated to include a place for vendors to disclose if any of its owners or employees are also knowingly employed by the Town.

After some discussion the following action was taken:

MOTION:

Councilmember Russo made a motion to approve the amendment to the Town's purchasing policy to include the Vendor Conflict of Interest addendum. Second was made by Councilmember Conrad. **The motion passed 6-0.**

6B.

NEW BUSINESS

Consideration of Harrisburg Park Renovation – Phase I Professional Service Contract amendment. This proposal and scope of services is for design and engineering services for the mitigation of the TIA (Traffic Impact Analysis) study, as part of the Harrisburg Park Phase I improvements, specific to Sims Road and Highway 49. These services were not a part of the original park design and engineering services contract because the results of the DOT-TIA study were not available at the time.

The scope of services will include design and engineering services for a left-turn lane, northbound, on Sims Parkway and signalized pedestrian crossings at all four corners of Sims/Hwy 49 to include "piano-key" crosswalks.

Also included in the scope is an item that was inadvertently left off the existing Purchase Order for Benesch that is for reimbursable expenses, as well as the construction administration assistance during construction of the project. These fees have been included with this project's scope in order to consolidate changes to one contract amendment.

After some discussion the following action was taken:

MOTION:

Mayor Pro-Tem Booth made a motion to approve the contract amendment for Harrisburg Park Renovation - Phase I to include the TIA mitigation as proposed for Phase I of the park improvements and reimbursable expenses. Second was made by Councilmember Russo. **The motion passed 6-0.**

7.

ACTION ITEMS

- Earlier it was brought up that the TIA for Camellia Gardens was not on the website. After looking into this, that is on the website in the Planning Board's packet for this month. We will get it updated on the project list.
- Councilmember Selberg asked about the transmission pole at the new Veterans Park. Mr. Brigman stated that the pole is on the Veterans Park site, but it is not a power line or a utility line in any form. It is simply a support guideline for a transformer pole on the opposite side of the roadway for Walgreens. We are working with Duke Energy for a way for them to engineer that guide pole so that it can be on the opposite side of the roadway. The pole will be removed when the park is complete.
- Councilmember Smith asked if there was any use of natural gas in the new Veterans Park. Mr. Brigman replied that there is not.

8.

CLOSED SESSION

MOTION:

Councilmember Russo made a motion to go into Closed Session to consult with an attorney with a second from Mayor Pro-Tem Booth. **The motion passes 6-0.**

Upon returning from Closed Session the following action was taken:

MOTION:

Councilmember Selberg made a motion to come out of Closed Session and return to regular business. Second was made by Councilmember Staton-Williams. **The motion passed 6-0.**

9.

ADJOURNMENT

MOTION:

There being no further business, Councilmember Selberg made a motion to adjourn the meeting with a second from Councilmember Staton-Williams. **The motion passed 6-0.**

ATTEST:

Steve Sciascia, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the July 8, 2019 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the July 8, 2019 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

To Set Public Hearing for Consideration of Adding a Solicitation Ordinance to the Town Code of Ordinances.

Presenting Personnel:

Suggested Motion or Action:

Motion to set a public hearing for consideration of adding a solicitation ordinance to the Town Code of Ordinances on September 9, 2019.

Description/Background:

Harrisburg and neighboring communities continue to have sporadic issues with solicitors in their neighborhoods. Currently, the Town does not have a solicitation ordinance, so there is little that can be done by the Town and law enforcement to address issues when they arise. Town staff is in the process of creating a solicitation ordinance to provide to Council.

A public hearing will be scheduled for the September 9, 2019 Council meeting to review the proposed ordinance. The ordinance will be reviewed by the Planning Board before the Town Council meeting.

Recommendation:

Staff recommends setting public hearing for the solicitation ordinance for the September 9, 2019 Council Meeting.

Fiscal Impact:

None at this time.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2020 Budget Amendments and Project Ordinance Amendments

Presenting Personnel:

Brian Lee, Deputy Finance Director

Suggested Motion or Action:

If approved:

Motion to approve the budget amendments and project ordinance amendments, as attached.

Description/Background:

1) Economic Incentive Grant Budget Amendment

Galvan Industries, Inc. was previously awarded an economic incentive grant with the Town of Harrisburg and Cabarrus County with repayment beginning in FY2017, which has induced the creation of \$2M of new investment and at least 15 jobs, as verified by Cabarrus County. The agreement states that 85% of the tax paid on the assessed tax value resulting from the new investment in real and personal property would be refunded by the Town each year for five years, once verification of payment of all property taxes has been received. Thus far, the first two payments have been made.

In FY2019, it was determined that there may be an issue with the repayment amount over the first two payments. Before the FY2019 payment was made, Town staff began discussions with Cabarrus County to determine the appropriate base value numbers to use. After several months of discussions, it was determined that the base number the Town had been using for these first two payments was incorrect.

Another issue with the FY2019 budget number was that it was inadvertently kept at the amount based on the old base number and the lower tax rate. With the tax rate split between general services and fire services in the first two years of the grant, it was initially set up that only the \$0.1585 general services tax that was collected would be subject to the grant reimbursement.

In order to make the necessary corrections for FY2019, a total amount of \$5,450 is due to Galvan and needs to have a corresponding budget amendment.

Furthermore, the FY2020 budget continued to use the prior year's number and will be too little to cover the FY2020 grant payment. Thus, there is also an attached budget amendment that increases the FY2020 grant payment by \$2,650.

2) Parks and Recreation Insurance Proceeds Budget Amendment

On June 14, 2019, the restroom at Stallings Road Park had a fire that caused approximately \$9,590 in damage. The fire was classified as an electrical fire, which damaged electrical components, lighting, the ceiling, and painted surfaces.

The cost to make the necessary repairs is \$10,560. The restroom is scheduled to be repaired by Kannapolis Construction

and Stallings Electric.

3) Buildings and Grounds Budget Amendment

Town Hall has experienced two major sets of repairs in July that have affected the buildings and grounds-maintenance and repair budget for the remainder of the year. The account is intended to be used for general building maintenance, lighting, flags and other exterior items, HVAC, elevator, and electrical and plumbing issues. For instance, there was \$15,000 budgeted for various building repairs and maintenance for the entire year. The following items are well above the scope of repairs that were anticipated this year.

During inspection of the elevator it was determined that a safety valve involved in the braking system is nearly inoperable and will lead to a failed inspection at the next scheduled visit. The cost to repair the valve and bring the elevator into safety compliance is approximately \$14,000.

The building's HVAC system, which serves the main level of the building and the YMCA has continued to experience issues as a result of deferred maintenance from the time prior to the Town purchasing the building. These issues require approximately \$20,000 of repairs and are intended to carry the system through until the building is fully renovated.

4) Harrisburg Veteran's Plaza Project Ordinance Amendment

As Harrisburg Veterans Plaza has moved through design and now construction, there have been multiple project amendments. The first was approved at the February 11th Town Council meeting which allocated project funds from construction to professional services to cover permitting, bidding, construction administration, and electrical engineering for the project. At that time, staff did not determine to increase the overall project budget until design and alternates were completed. The second and third project amendments were approved at the May 8th and June 10th meetings, respectively, which provided funding for the construction contract and two add alternates.

With the last two amendments, the construction contract has been approved by Town Council for a total of \$610,000. As the full project scope and costs have become more solidified, the overall project ordinance can be finalized.

The current project ordinance consists of \$52,450 for professional services and \$557,550 for construction, or a total budget of \$585,000. The overall project ordinance may now be increased for the additional design and engineering services that were previously shifted from the construction budget as well as the additional cost required to move a utility pole on the site. The final project ordinance will total \$634,000.

Recommendation:

Staff recommends approval of the budget amendments and project ordinance, as attached.

Fiscal Impact:

1) Economic Incentive Grant Budget Amendment

The fiscal impact to the Town for FY2019 is approximately \$5,450. These funds will be transferred from the Economic Development Capital Reserve Fund, where they are housed until needed.

For FY2020, the current year will also be adjusted by \$2,650 to equal the amount that will be due with this year's payment. The current balance in this fund, taking current-year scheduled transfers into consideration, is \$127,379. The remaining balance, upon approval of this amendment, will be \$119,279.

2) Parks and Recreation Insurance Proceeds Budget Amendment

The fiscal impact to the Town as a result of this insurance claim is additional revenue of \$9,560. This will be utilized to repair the building, resulting in a cost to the Town of \$1,000, or the Town's deductible in property loss insurance claims.

3) Buildings and Grounds Budget Amendment

The fiscal impact to the Town is \$34,000. These funds will be transferred from the General Fund's contingency account.

The current balance in the FY2020 contingency account is \$388,015. Upon approval of this budget amendment, the balance in contingency will be \$354,015 for the remainder of FY2020.

4) Harrisburg Veteran's Plaza Project Ordinance Amendment

The net fiscal impact to the Town is \$24,000. The construction budget will be increased by \$31,000 to account for the previous shift in budget to professional services and the cost to remove the utility pole. \$7,000 for construction management services, currently included in the professional services account was cancelled and will be transferred back to the construction account.

Upon approval, \$24,000 will be transferred out of the General Fund Capital Reserve Fund. The current balance in this fund, before the FY2019 end-of-year transfer in, is \$1,279,074. This balance will be reduced to \$1,255,074.

Attachments:

1. Amendment -GF FY19 Econ Dev Incentives 08122019
2. Amendment -GFEDCRF FY19 Econ Dev Incentives 08122019
3. Amendment -GF FY20 Econ Dev Incentives 08122019
4. Amendment -GFEDCRF FY20 Econ Dev Incentives 08122019
5. Amendment - GF P&R Insurance Proceeds 08122019
6. Amendment - GF B&G Maintenance & Repair 08122019
7. Project Amendment -P&R Veterans Plaza 08122019
8. Amendment -GFCRF P&R Veterans Plaza 08122019



AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

Section 1. Amend General Fund line items to account for the economic incentive grant for Galvan Industries.

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

Increase line item 100-1300-55601	\$ 5,450
Economic Incentives	

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

Increase line item 100-49910	\$ 5,450
Transfers In – Capital Reserve Fund - ED	

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 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2018-2019 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, 2019:

Section 1. Amend Economic Development Capital Reserve Fund line items to account for the economic incentive grant for Galvan Industries.

Section 2. To amend the Economic Development Capital Reserve Fund, the appropriations are to be changed as follows:

Increase line item 275-8500-59100	\$ 5,450
Transfers Out – GF	

Section 3. To amend the Economic Development Capital Reserve Fund, the revenues are to be changed as follows:

Increase line item 275-48599	\$ 5,450
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 12th day of August 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend General Fund line items to account for the increase in the economic incentive grant for Galvan Industries due to the FY2019 tax rate increase.

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

Increase line item 100-1300-55601	\$ 2,650
Economic Incentives	

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

Increase line item 100-49910	\$ 2,650
Transfers In – Capital Reserve Fund - ED	

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 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend Economic Development Capital Reserve Fund line items to account for the economic incentive grant for Galvan Industries.

Section 2. To amend the Economic Development Capital Reserve Fund, the appropriations are to be changed as follows:

Increase line item 275-8500-59100	\$ 2,650
Transfers Out – GF	

Section 3. To amend the Economic Development Capital Reserve Fund, the revenues are to be changed as follows:

Increase line item 275-48599	\$ 2,650
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 12th day of August 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend General Fund line items to account for Parks & Recreation insurance proceeds received for damage at Stallings Road Park restrooms.

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

Increase line item 100-5000-54300	\$ 8,590
M/R – Buildings & Grounds	

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

Increase line item 100-49121	
Insurance Proceeds	\$ 8,590

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 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend General Fund line items to account for unexpected repairs to the elevator and the HVAC system in Town Hall.

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

Increase line item 100-5001-54300	\$ 34,000
M/R – Buildings & Grounds	

Decrease line item 100-8750-59500	\$ 34,000
Contingency	

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 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend Capital Projects Fund – Parks and Recreation line items to account for additional construction costs and to finalize the project ordinance.

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

Increase line item 320-5000-57100 Construction	\$ 31,000
Decrease line item 320-5000-56310 Professional Services	\$ 7,000

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 - GFCRF	\$ 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 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend General Fund Capital Reserve Fund line items to account for the transfer of funds for Harrisburg Veterans Plaza.

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

Increase line item 200-8500-59114	\$ 24,000
Transfers Out – CPF Parks and Recreation	

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

Increase line item 200-48599	\$ 24,000
Appropriated Fund Balance	

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 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to consider the construction and renovation of Harrisburg Park - Phase 1, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S 160A-20.

Presenting Personnel:

Lee Connor, Assistant Town Manager, Daniel Stines, Parks & Recreation Director

Suggested Motion or Action:

Motions to consider for this agenda item include:

1. Approval of project ordinance amendment:

To approve the attached project ordinance amendment to increase the total cost of the project to \$10,000,000.

2. Approval of the change order of contract with J.D. Goodrum:

To approve the attached change order in the amount of \$9,242,674 for the Guaranteed Maximum Price for the Harrisburg Park Phase I improvements, including amended CM fees and general conditions.

3. Approval of Sterling National Bank for the financing:

To approve Sterling National Bank to finance the park project for an amount not to exceed \$10,000,000 for 20 years and 2.85% interest.

4. Approval of the resolution of findings to apply to LGC:

To approve the attached resolution of findings authorizing the Town to enter into a installment financing agreement with Sterling National Bank and staff to apply to the LGC for financing.

Description/Background:

BACKGROUND

A public hearing was called for in the May 13, 2019 Town Council meeting for the construction and related financing for Harrisburg Park Redevelopment - Phase 1. This was called in anticipation of receiving the public's feedback on the project and selecting a winning bidder for the financing of the project.

A delay in the completion of construction documents and plan review for the project, in conjunction with an opportunity for the Town to combine debt issuance with another project and realize a financial benefit from doing so, lead the Town to request a recess of the Public Hearing to the August 12, 2019 Town Council meeting.

Town Finance staff has been able to combine the financing arrangements of Harrisburg Park Redevelopment - Phase 1 and the Elevated Water Storage Tank into a single debt instrument. The Town will benefit from only one set of application fees, financing and issuance costs, consulting and attorney fees, and other related costs associated with a loan closing. In addition, a single, larger, debt issuance is more attractive to potential lenders which we believe will lead to

more responses and lower interest rates than if the projects were financed individually.

Despite not being legally required to do so, the Town advertised for the Public Hearing before the August meeting to ensure proper public notice was given.

PROJECT DETAILS

Harrisburg Park expansion began in June 2016 through the acquisition of 40 acres adjacent to Harrisburg Park with a vision to expand the facility to accommodate more athletic fields and passive recreation. Since then, staff has completed a Comprehensive Park Master Plan (adopted unanimously October 2017), developed a complete set of construction documents, hired a construction manager, and produced a Guaranteed Maximum Price (GMP) to develop the park.

The scope of work also includes improvements outside the park to include: Forest Drive improvements (to include extension of Forest Drive to Z-Max, curb, gutter and sidewalks along the length of the road), Sims Parkway improvements, and an intersection improvement to Hwy 49 at Sims Parkway to include crosswalk improvements and turn lanes. The total project ordinance also includes all costs associated with engineering, attorney fees, financing fees, construction manager fees, bonds/insurances and contingencies. Staff is confident that all costs associated with developing and expanding the park are covered with the exception of project unknowns that would not be detectable until completion of the park. An example of this would be additional fencing: While the project includes 3,000 linear feet of fencing for the obvious areas such as safety, there may be areas discovered post-park completion that staff may present in a future CIP request. Staff does not expect any significant costs to such request, however wanted to be transparent in the fact of such possibilities.

GMP AND TOTAL PROJECT COSTS

In June 2018, Council approved the FY2019 budget, which included a capital project ordinance in the amount of \$7,000,000, of which \$500,000 was allocated to design and the remaining \$6,500,000 was for construction. These numbers were based on the estimates provided to the Town by the firm that completed the Harrisburg Park Master Plan. Once actual design began and construction documents were produced, it was determined that there were some pieces of the project that had not been fully included in the original design from the master plan, so with the FY2020 budget that Council approved in June 2019, the construction cost was increased to \$8,500,000.

Once the project details were refined, bids were solicited and accumulated by the CMR. Bids were initially solicited on July 2, 2019. There were two public bid openings held, one on July 24, 2019 and the other on July 31, 2019. Once all bids were evaluated, a construction budget for the GMP was established at \$9,242,674. This number includes construction (\$8,109,149), CM Fee (\$537,804), general conditions (\$375,240), insurance and bonds (\$120,481) and owner's contingency (\$100,000). As part of the GMP-generation process, staff was able to successfully further negotiate the Construction Manager's Fee from 6.75% of the GMP value to 6.25%. Also, the general conditions amount of \$34,100 per month for 14 months (total of \$477,400) was negotiated to \$375,240 for 304 days.

Current estimates of construction of the intersection improvements at Sims and Hwy 49 are NOT included in the GMP and are estimated at \$150,000. This brings the total project cost in at \$9,890,199. Staff recommends adjusting this to an even \$10,000,000, to allow for any further unknown costs that may arise that are unforeseen at this time. Therefore, it is staff's recommendation that the construction budget be increased from \$6,500,000 to \$9,500,000, for the total project ordinance to equal \$10,000,000.

The final GMP being provided at this meeting will be for \$9,242,674 and which will be presented in the form of a change order to the original contract with J.D. Goodrum. Their original contract was for \$49,850 for preliminary and final GMP generation. Therefore, the new total contract with this change order will amount to \$9,292,524.

FINANCING

In anticipation of the increasing cost of the project and the combination with the Elevated Water Storage Tank project, proposals were solicited for financing in the amount of \$15,000,000; \$10,000,000 for Park and \$5,000,000 for water tank. In total, 71 financial institutions were solicited by our financial advisors and 7 bids were received for this

financing. These included: Capital One, First Internet Bank, Sterling National Bank, Raymond James, First Bank, BB&T and TD Bank. A summary of these bids can be seen in the attached bid tab.

After thoroughly reviewing all bids, TD Bank, Raymond James and Sterling National Bank were selected to move forward in the process. Further analysis of each of their proposal details helped staff to determine that Sterling Bank's 20 year proposal at 2.85% would be the best option for the Town at this time.

The financial model that the Town has been working off of included a project cost of \$9,000,000, a 15-year repayment period and a 4.50% interest rate. Under the terms of Sterling National Bank's 20 year, 2.85% and \$10,000,000 proposal, the total debt service over the course of the 10-year financial model (FY2020-2029), total savings over that period is estimated at \$1,800,000, which averages \$180,000 per year. These savings will be generated by extending the loan repayment out five more years than originally anticipated. For budgeting purpose, staff typically does not budget for 20 year amortizations, as these are not always available. As the Town continues to move forward and evaluate future years' financial situation, this loan could still be paid off early, at no cost, if after year 8.

As reviewed in the budget process, the financial model is tight over the next few years could limit the Town's ability to take advantage of unknown opportunities or operational issues. By taking advantage of these lower debt service payments over the 10-year model, the Town will have that flexibility.

There is also another funding opportunity relating to the PARTF Grant. This application has been submitted and the PARTF Authority is meeting on August 23, 2019 to determine the recipients of this year's award. The total available grant amount to the Town could be \$350,000. If the Town is awarded this grant, staff will come back to Council for next steps relating to this funding opportunity.

NEXT STEPS

If Council approves the new project cost and related financing, the financing package will go to the LGC for their September 10, 2019 meeting. If approved, closing would be on September 19, 2019. With a notice to proceed to J.D. Goodrum, construction on the park will formally begin September 16, 2019, with completion by June 26, 2020.

Recommendation:

Staff recommends approval of the project ordinance amendment, change order for GMP, contract amendment for CM fees, financing award to Sterling National Bank and resolution authorizing staff to apply to the LGC.

Fiscal Impact:

Currently, the total project ordinance, as adopted by Council with the FY2019 budget, is \$7,000,000, which includes \$500,000 for design and other professional services and \$6,500,000 for construction. With the GMP and uncertain estimates of the road improvements at this time, a \$10,000,000 total budget is estimated (\$500,000 for design and professional services and \$9,500,000 for construction).

The recommended financing proposal is \$10,000,000 at 2.85% over 20 years. This will yield a total repayment of \$12,919,843, which is comprised of \$10,000,000 of principal and \$2,919,843 of interest. This will generate annual savings in the financial model with this amortization and will free up funds to provide greater flexibility to address issues/opportunities that may come to the Town. This is particularly evident in FY2020, the current fiscal year, where the budget includes \$505,000 in debt service, whereas the recommended project's debt service will be \$100,542, which is \$404,458 less.

Attachments:

1. Powerpoint Presentation
2. Schedule of Project Costs - Harrisburg Park Renovation - Phase 1
3. Change Order No. 1 - Guaranteed Maximum Price

4. Project Amendment -P&R Harrisburg Park Phase 1 08122019
5. Financing Recommendation
6. Resolution Filing Financing Application - Harrisburg Park Phase 1



HarrisburgNC
The right side of opportunity

Public Hearing - Harrisburg Park – Phase 1

August 12, 2019

Discussion Topics

- Review of Public Hearing
- Project History/Scope/Cost
- Project Funding
- Council Questions of Staff
- Public Comment
- Council Consideration
- If Approved, Council to Approve Necessary Motions

Public Hearing History

- Original public hearing opened at May 13, 2019 Council meeting
- Due to incomplete information and opportunities to combine financing with elevated water storage tank, recessed public hearing until August 12, 2019
- All information has been obtained and ready to be presented to Council and the public
 - Complete project scope
 - Guaranteed Maximum Price
 - Total project cost
 - Financing options

PROJECT DISCUSSION

Project Topics

- History
- Planning
- Visuals
- Timeline
- Costs Breakdown/Guaranteed Maximum Price (GMP)/Total Project Cost

Harrisburg's First Park! (Design 1999)

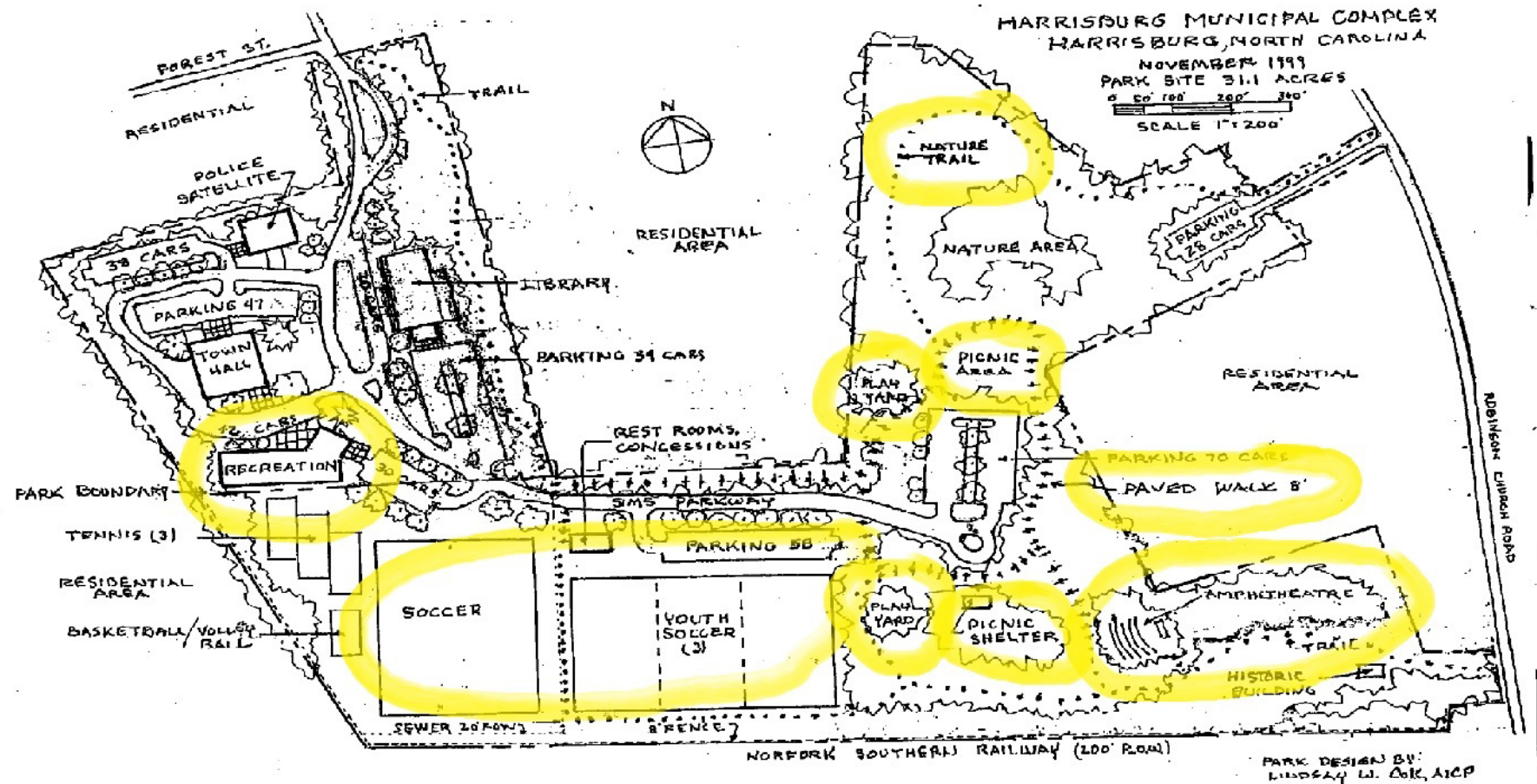
- Planned: 1997
- Constructed: 2001
- Costs: \$1,149,032
- Pop: 2,679

Data Collection

- 1,350 Surveys Mailed
- 177 Returned
- 13% Return Rate

Top Amenities

- Adult/Youth Sports Fields
- Biking/Walking Trails
- Concerts/Performances
- Picnic Areas



Original Concept Design - 2017

- Planned/Designed: 2017
- Plan Adopted: 2017
- Population: 16,000

Data Collection

- 1,166 online surveys completed
- 4 public engagements
 - Stakeholders
 - Event User Polls
 - Public Input Meeting

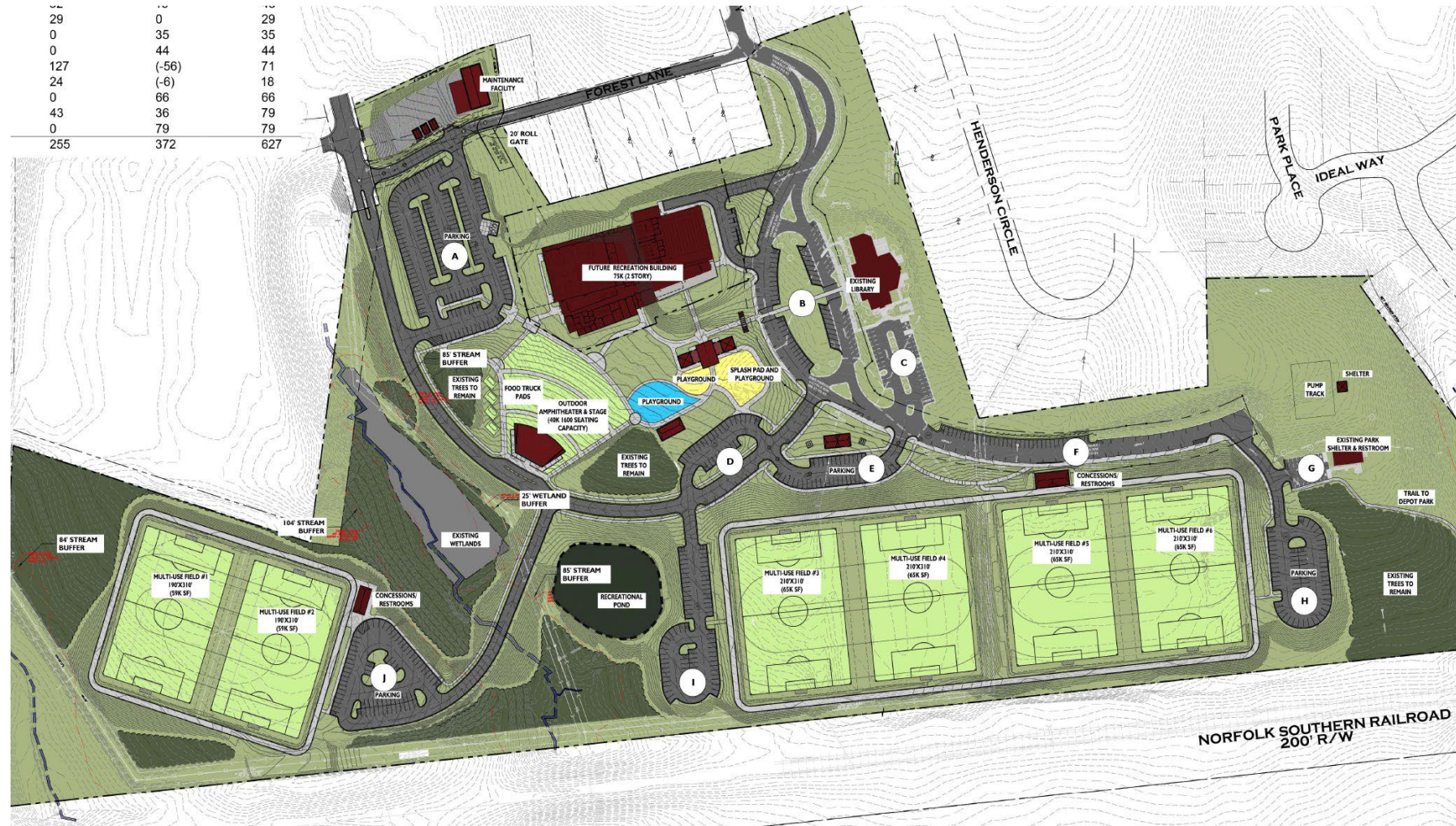
Top Amenities

- Walking/Biking Trails
- Adult/Youth Sports Fields
- Concerts/Performances
- Passive Recreation



2018 Plan Revision – YMCA Partnership (Recreation Center)

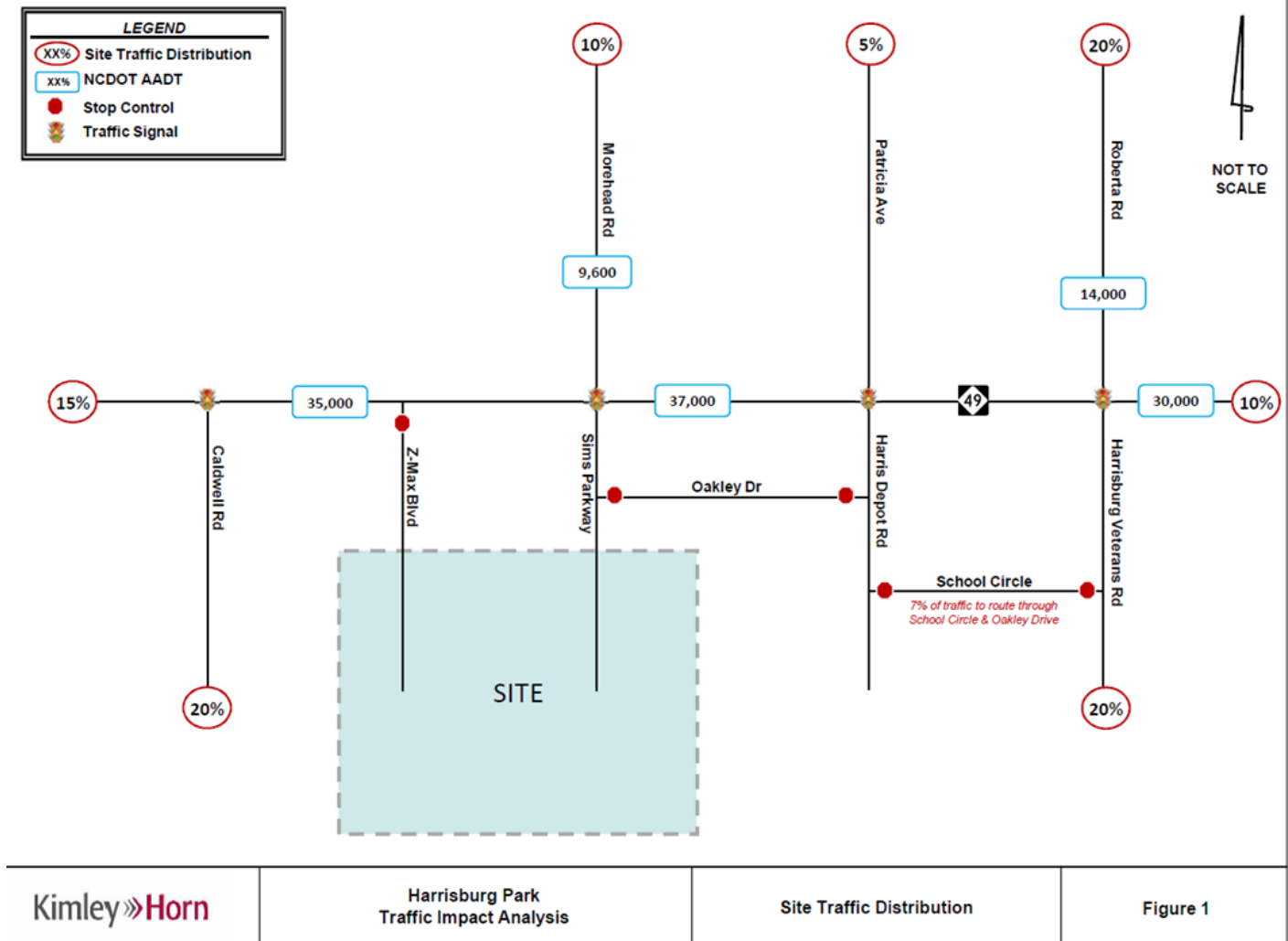
- Towns Original Plan:
 - 30,000 sqft Facility
 - Community Rooms
 - 4 Basketball Courts
 - Offices
 - Est. \$10-12 million
- Partnership between Town & YMCA
 - 80,000 sqft Facility
 - Aquatic Facility
 - Community Rooms
 - 2 Basketball Courts
 - Town/YMCA Offices
 - Expansion for 2 more Basketball Courts
 - Est. \$3 million





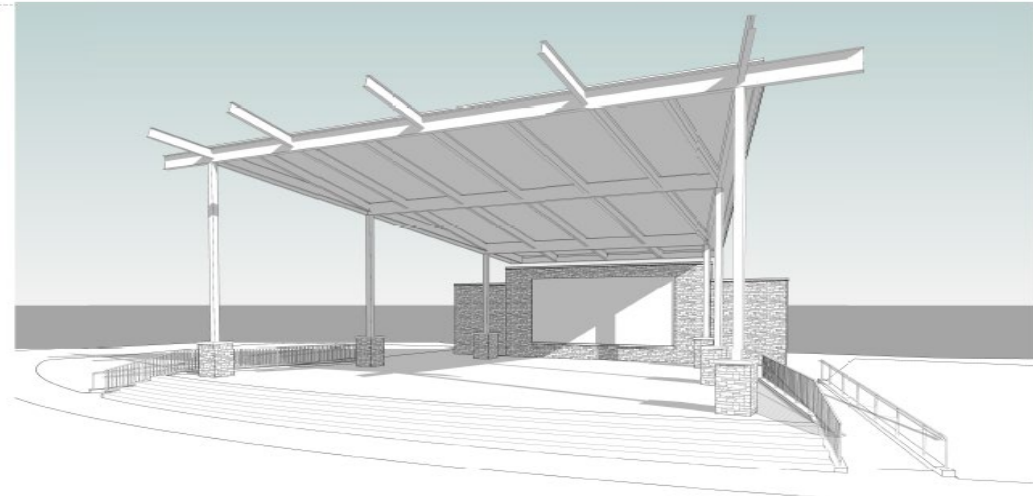
Improvements Beyond the Park

- TIA Study Completed
- Improvements to be Made:
 - Forest Lane: Sidewalk, Curb/Gutter, Expansion & Paving
 - Sims/49: Turn lane, Crosswalk Improvement, Signal Improvement
 - Zmax: Extended & Developed for Second Park Entrance
 - Cost: =/> \$450,000



Amphitheater – Performing Arts - Music

- 260sqft Artist/Green Room
- Restroom/Changing Room
- A/V Room
- 2,400sqft Stage
- 264sqft Movie Screen
- Seating for up to +/- 10,000 participants
- Designed for both local, regional and National acts and performances



1 3D VIEW - AMPHITHEATER



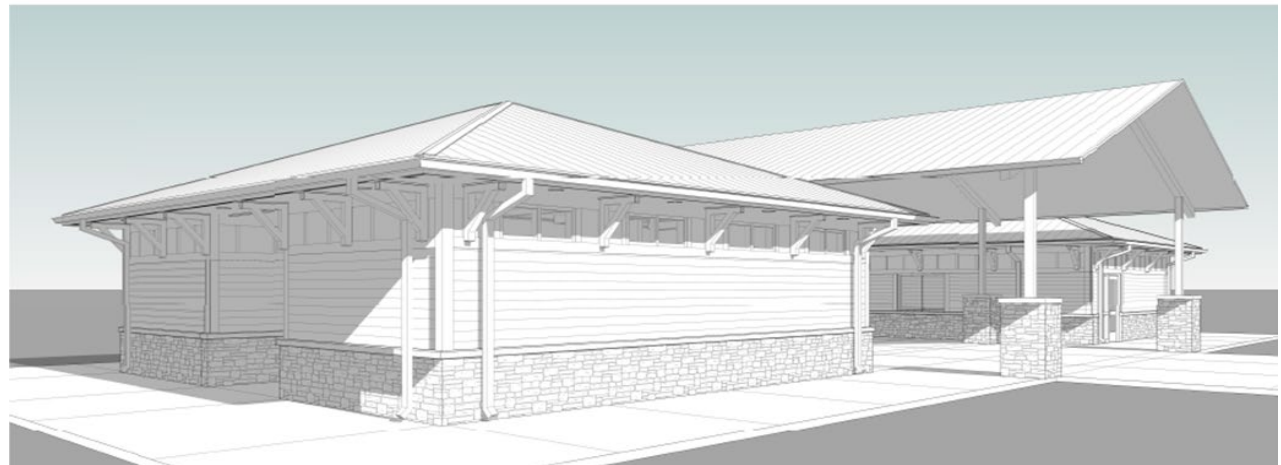
2 3D VIEW - BUILDING D

Splash Pad and Playground Pavilion

- Restrooms (5 Water Closets)
- 260 sqft Snack Stand & Ticket Office
- Pump Room
- 1,800 sqft Pavilion
- Family Restroom
- Metal Roofing
- Fiber Cement/Cultured Stone Siding
- LED Lighting throughout
- A/C & Heat in Snack/Ticket Stand
- Heated Restrooms & Pump Room



1 3D View - TICKET / PUMP ROOM BUILDING

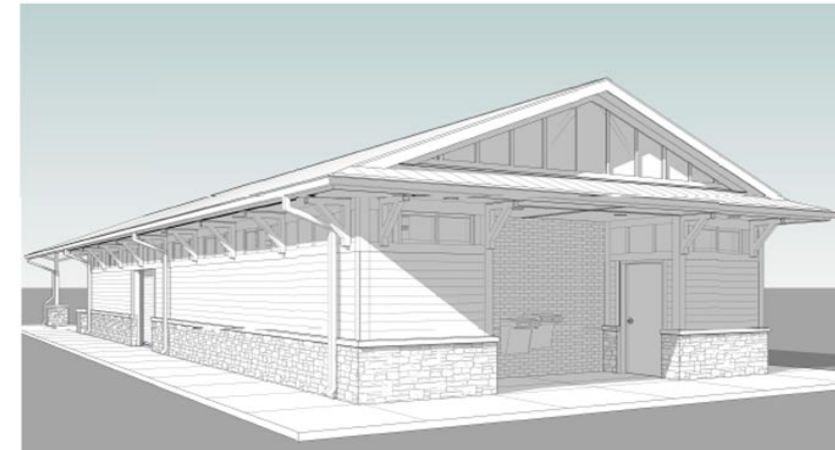
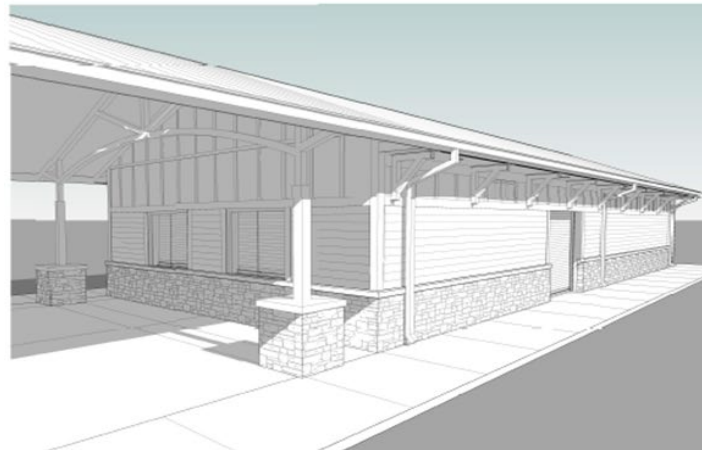


Four Field Pavilion/Field House

- Restrooms (9 Water Closets)
- 400 sqft Concession Stand
- 258 sqft Storage Space
- 1,120 sqft Pavilion
- Metal Roofing
- Fiber Cement/Cultured Stone Siding
- LED Lighting
- A/C & Heated Concessions Stand
- Heated Restrooms
- Epoxy Flooring
- Two Service Lines



1
3D VIEW - CONCESSIONS PAVILLION



Splash Pad (Note: Not Actual Pad for Construction)

- 4,598 sqft Wet Deck
- 314 Gallons Per Minute
- Water Recycling System
- Accommodates up to 40 Children at Once
- Concrete finish with Anti-Slip Surface
- \$360,000 Allowance



Playground (Note: Not Actual Playground for Construction)

- 10,000 sqft Play Area
- 6 Bays of Swings
- ADA-Ramp Accessible
- Shade Canopies
- Musical Instruments
- Turf Grass Surfacing
- Ages 2-12
- 2-5 Separate from 5-12
- \$245,000 Allowance



Harrisburg Park Project Timeline

AT RISK	TASK NAME	SUB TASK NAME	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION in days	COMMENTS	STATUS KEY
☐	Park Planning Begins	Facility Conditions Assessment	Complete	Stewart Inc/Town	04/01	05/01	31	Stewart Inc Hired for Park Master Plan (March, 2017)	Not Started
☐	Public Participation	Community Input	Complete	Stewart Inc/Town	05/02	06/01	31	Stakeholders Meetings, Public Meetings & Surveys (2017)	In Progress
☐	Master Plan Development	Preliminary and Master Plans	Complete	Stewart Inc/Town	06/02	09/01	92	Master Plan Development Based on Community Input (2017)	Complete
☐	Master Plan Renderings	Preliminary Renderings	Complete	Stewart Inc/Town	07/15	08/31	48	Preliminary Renderings Presented to Public & Council (2017)	On Hold
☐	Final Master Plan	Final Master Plan	Complete	Stewart Inc/Town	09/01	10/01	31	Harrisburg Park Master Plan Completed (2017)	
☐	Park Master Plan Presented to Council	Council Presentation	Complete	Stewart Inc/Town	10/09	10/09	1	Council Adopted Master Plan Unanimously (Oct 9, 2017)	
☐	Construction Document Services	Architectural & Engineering Services	Complete	Benesch/Town	03/01	03/01	1	Construction Document Services Contract (March, 2018)	
☐	Site Evaluation	Survey, Geotechnical, Utility, Wetlands	Complete	Benesch/Town	03/15	08/20	159	Site Borings, Stream Assessments, Environmental Work (2018)	
☐	Schematic Design	Revised Design Phase	Complete	Benesch/Town	05/01	05/28	393	Revisions to Site Plan Based on Site Evaluations (2018/19)	
☐	Community Meeting	Public Update	Complete	Benesch/Town	08/22	08/22	1	Park Revisions were Updated to the Public (2018)	
☐	Construction Manager at Risk	CMR Firm for Construction & GMP	Complete	Benesch/Town	10/01	10/31	31	Request for Qualifications for CMR Advertised (2019)	
☐	Council Update-CMR & Project	Council Update-CMR & Project	Complete	Benesch/Town	01/14	01/14	1	Council Approved Contract for CMR Services (2019)	
☐	PARTF Public Meeting	PARTF Public Meeting/Project Update	Complete	Benesch/Town	03/22	03/22	1	Public Meeting Discussing Project & PARTF (2019)	
☐	PARTF Grant Filed	Application submitted for PARTF	Complete	Benesch/Town	06/01	06/01	1	Staff Applied for Grant in Amount of \$350,000 (2019)	
☐	Special Called Meeting	Meeting Called for Council Update	Complete	Town	06/17	06/17	1	Consensus Update on Park Design/Amenities (2019)	
☐	Project Formal Bidding	Project Formal Bidding	Complete	J.D. Goodrum/Town	07/01	07/31	31	Sub-Contractor Work Formally Bid to Public (2019)	
☐	Council Presentation	Final Presentation to Council	In Progress	Town	08/12	08/12	1	Staff Presents Final Project Scope & GMP (2019)	
☐	Notice to Proceed Construction	Construction Start	Not Started	J.D. Goodrum/Town	08/16	06/26	316	Park Construction Begins (2019)	
☐	Critical Path - Construction Timeline	Critical Path	Not Started	J.D. Goodrum/Town	09/16	06/26	285	Construction Timeline - Critical Path (2019/20)	
☐	Grand Opening	Park Re-Opening	Not Started	J.D. Goodrum/Town	07/03	07/03	1	Harrisburg Park Opens in its New Form (2020)	

Guaranteed Maximum Price (GMP)

Category	Costs
Park Construction Costs	\$ 8,109,149
Construction Manager Fees	537,804
General Conditions	375,240
Insurance/Bonds	120,481
Owner's Contingency	<u>100,000</u>
Total GMP	<u><u>\$ 9,242,674</u></u>

HARRISBURG PARK

Harrisburg NC
Benesch

EXHIBIT "B"

*******GMP HARRISBURG PARK*******



Town of Harrisburg

32+ Acre Park with 5 Multi Fields-Full Site Development & Structures

08.02.19

SCHEDULE OF VALUES	Full Site
PRECONSTRUCTION SERVICES	
<i>Pre-Con Services (ORIGINAL CONTRACT)</i>	
GENERAL CONDITIONS:	375,240
GENERAL TRADES:	41,250
SURVEY & SITEWORK/DEMOLITION:	1,937,400
SITE UTILITIES: (Water, Sewer, Fire Line)	289,548
SEGMENTAL RETAINING WALLS	449,920
PAVING AND CURB GUTTER	818,992
CONCRETE WALKS	461,929
TERMITE TREATMENT	2,200
FENCING	60,400
MISC STEEL & HANDRAILS	35,000
MULTIPURPOSE FIELDS (5 Each)	531,144
PLAYGROUND INFRASTRUCTURE & SPLASH PAD ALLOWANCES:	612,320
<i>PLAYGROUND EQUIPMENT ALLOWANCE (\$ 135,000)</i>	
<i>PLAYGROUND Fabric Shade Cover \$ (25,000)</i>	
<i>Playground Prep, drainage and Pour in Place or TURF (10,000 SF) - (\$ 85,000)</i>	
<i>Playground - SOD SURFACE (12,000 SF) (\$ 7,320)</i>	
<i>Splash Pad Turnkey- Allowance (\$ 360,000)</i>	
LANDSCAPING AND IRRIGATION ALLOWANCE (SITE)	265,000

SPORTS LIGHTING (5 Fields) S1-S14 Poles	516,314
SITE ELECTRICAL	0
<i>Duke Energy is to provide leased option parking lot lights and street lights and Pedestrian/sidewalk lights</i>	
ALLOWANCES:	
3rd Party Material Testing, Concrete, Soils, Retaining Walls	40,000
Gravel Maintenance Yard Area (Re-dress existing stone)	7,500
Crossbuck Fence and Gates at Playground ,(4) in Concrete Strip (600 LF)	9,900
Ornamental Fence and Ornamental Gates at SPLASH PAD (4) in Concrete Strip (525 LF)	8,820
CMU Veneer Wall at Splash Pad (200 LF of Wall Included)	60,000
Access Control Gates (Rolling Style Fence) (3) Each:	49,500
Multi-Purpose Field Netting (Re-use of Existing and Replace as needed allowance)	20,000
Single Run Chain Link Fence at Maintenance Yard (300 LF)	8,400
Allowance for Rigging, Stage Lights Supports, chases etc	20,000
Player Bench , Trash , Bleachers 30 LF 3-Row, Picnic Tables, Bike Racks	30,000
Recreational Pond- Docks-Pier	10,000
Wayfinding/ Field Sign/ Directional Signs/ Entry Monument	30,000
Upfit of Existing Maintenance Building	40,000
Upfit of Existing Shelter	10,000
FFE For Restroom Buildings	2,000
TAP & CAPACITY FEES ALLOWANCE-By Owner	0
BUILDING PERMIT ALLOWANCE	20,000
STRUCTURES	1,721,612
BUILDING A CONCESSIONS & RESTROOM BUILDING - East Fields (4) Bank	
BUILDING B & C- Splash Pad, Pump Room and Restrooms Area & Open Breezeway Structure	
BUILDING D- Amphitheater Shell & Restroom Building etc	
BUILDING E- Amphitheater Platform Concrete and Steps etc (3000 SF)	
BUILDING E- Restroom Building at 24'x56 Shelter	
(2) 20' x 30' Pre-Fab SHELTERS'	
(1) 24' x 56' Pre-Fab SHELTERS	
SUB TOTAL =	8,484,389
LIABILITY, BUILDER'S RISK, & UMBRELLA INSURANCE	27,981
PAYMENT AND PERFORMANCE BOND	92,500
SUBTOTAL CONSTRUCTION COST =	\$8,604,870
CMAR Fee =	537,804
OWNER CONTINGENCY	\$100,000
TOTAL GMP CONSTRUCTION COST =	\$9,242,674

Total Project Cost

Component	Total Cost	Professional Services	Construction
Engineering/Design - Park	\$ 344,575	\$ 344,575	
Engineering/Design - Sims/49 Improvements	58,100	58,100	
CM@R Services - Preliminary GMP	49,850	49,850	
Legal & Financing Costs	45,000	45,000	
Guaranteed Maximum Price			
Construction/Materials/Subs	8,109,149		
CM Fee (6.25%)	537,804		
General Conditions (304 days)	375,240		
Insurance and Bonds	120,481		
CM Contingency	-		
Owner's Contingency	100,000		
Total GMP	9,242,674		\$ 9,242,674
IT & surveillance costs	50,000		50,000
Additional owner's contingency	59,801		59,801
Intersection Improvements - Sims/49	150,000		150,000
	<u>\$ 10,000,000</u>	<u>\$ 497,525</u>	<u>\$ 9,502,475</u>

PROJECT FINANCING

Financing Project

- Current project total dollars needed
 - \$10,000,000
- Funding
 - 100% of project costs to be financed
 - Potential for PARTF Grant proceeds
 - PARTF Authority meeting to determine grant recipients
 - August 23, 2019
 - Award maximum of \$350,000
 - If awarded, will come back to Council for next steps
- Worked with Town's financial advisors, Davenport and Company, for RFP process

Financing Process

- Originally planned to finance park project by itself
 - Timing changes led to elevated storage tank being a financing partner
 - Staff wanted to take advantage of single financing costs
 - Savings up to \$80,000
 - Larger debt issue would appeal to wider range of lenders and provide better rates
- Began soliciting financing bids on July 1
 - 71 financial institutions solicited
- Responses were due on July 30
 - 7 bidders responded
- Total maximum financing amount \$15M
 - Park - \$10M
 - Elevated Storage Tank - \$5M

Financing Bids

- Bids received
 - Capital One, First Internet Bank, Sterling National Bank, Raymond James, First Bank, BB&T and TD Bank
- Bids selected for further review
 - Sterling National Bank, TD Bank and Raymond James
- Factors considered
 - Length of term
 - Interest rates
 - Prepayment penalties
 - Closing Costs
 - Security
 - Other fees

Financing Bids

- Staff determined Sterling National Bank as best bid
 - 20-year term
 - Interest rate – 2.85% fixed
 - Prepayment penalty
 - No prepayment prior to year 5
 - Years 5-8, prepayment at 101%
 - Years 9-20, prepayment at par
 - Security
 - Harrisburg Park
 - Water Tower
 - \$65,000 in lender's council and closing costs
 - Must leave unspent proceeds in escrow with Sterling
 - Interest rate of 1.65% initially, will guarantee a floor of 1.50%

Debt Service Payments

	Loan Amount	Interest Rate	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Budget/Financial Model	\$ 9,000,000	4.50%	\$505,000	\$985,000	\$958,000	\$931,000	\$904,000	\$877,000	\$850,000	\$823,000	\$796,000	\$769,000	\$ 8,398,000
Sterling National Bank	\$10,000,000	2.85%	100,542	777,689	764,188	749,922	735,655	721,389	707,123	692,114	677,870	663,625	6,590,117
Savings			<u>\$404,458</u>	<u>\$207,311</u>	<u>\$193,812</u>	<u>\$181,078</u>	<u>\$168,345</u>	<u>\$155,611</u>	<u>\$142,877</u>	<u>\$130,886</u>	<u>\$118,130</u>	<u>\$105,375</u>	<u>\$ 1,807,883</u>

- Financial model estimated total debt service payments through 2029
 - \$8,398,000
- Sterling's bid would generate significantly less payments over same period
 - \$6,590,117 (\$1,807,883 less)
- Current fiscal year (FY2020) would see considerable savings
 - \$404,458
- Total debt service over life of loan
 - \$12,919,843 (\$10,000,000 principal and \$2,919,843 interest)

Project Ordinance Amendment

- Original budget approved in FY2019 for \$7,000,000
- Total current project cost is estimated at \$10,000,000
- If approved, will need to amend the project ordinance to increase by \$3,000,000

	Professional Fees	Construction	Total
Original Budget	\$ 500,000	\$ 6,500,000	\$ 7,000,000
Total Project Costs	<u>497,525</u>	<u>9,502,475</u>	<u>10,000,000</u>
Additional Funding Needed	<u>\$ 2,475</u>	<u>\$ (3,002,475)</u>	<u>\$ (3,000,000)</u>

Project Ordinance Amendment

- Original budget approved in FY2019 called for cash payment of \$350,000 and financing of \$6,650,000
- Due to other capital project opportunities and the favorable financing terms
 - Project is now recommended to be paid all with financing funds
- Will require project ordinance amendment to modify funding to be 100% financing

Summary of Financing

- Staff recommends Sterling National Bank
 - 20-year repayment, 2.85% interest, total of \$10,000,000
- Total 20-year debt service repayment
 - \$12,919,843 (\$10,000,000 principal and \$2,919,843 interest)
 - Lower annual debt service payments over the 10-year financial model will provide greater funding flexibility for other projects
- Requires project ordinance updates
 - Total project cost increased by \$3,000,000 over original budget
 - Funding to be adjusted to only financing

QUESTIONS?

MOTIONS

Motions, if Approved

1. Motion to approve the attached project ordinance amendment to increase the total cost of the project to \$10,000,000 and change the funding to all financing.
2. Motion to approve the attached change order of the Harrisburg Park contract with J.D. Goodrum, in the amount of \$9,242,674 for the Guaranteed Maximum Price, along with amendments to the CM fees and general conditions.
3. Motion to award the financing of this project to Sterling National Bank for an amount not to exceed \$10,000,000, with a 20-year repayment period and at a rate of interest of 2.85%.
4. Motion to approve the attached resolution of findings authorizing the Town to enter into an installment financing agreement with Sterling National Bank and for staff to apply to the LGC for financing approval.

Town of Harrisburg, NC
Schedule of Costs Associated with Harrisburg Park Renovations - Phase 1
FY2019/2021

<u>Component</u>	<u>Total Cost</u>	<u>Professional Services</u>	<u>Construction</u>
Engineering/Design - Park	\$ 344,575	\$ 344,575	
Engineering/Design - Sims/49 Improvements	58,100	58,100	
CM@R Services - Preliminary GMP	49,850	49,850	
Legal & Financing Costs	45,000	45,000	
Guaranteed Maximum Price			
Construction/Materials/Subs	8,109,149		
CM Fee (6.25%)	537,804		
General Conditions (304 days)	375,240		
Insurance and Bonds	120,481		
CM Contingency	-		
Owner's Contingency	<u>100,000</u>		
Total GMP	9,242,674		\$ 9,242,674
IT & surveillance costs	50,000		50,000
Additional owner's contingency	59,801		59,801
Intersection Improvements - Sims/49	<u>150,000</u>		<u>150,000</u>
	<u>\$ 10,000,000</u>	<u>\$ 497,525</u>	<u>\$ 9,502,475</u>

AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)

Harrisburg Park Expansion
130 Sims Parkway
Harrisburg, NC 28075

CONTRACT INFORMATION:

Contract For: General Construction
Date: January 02, 2019

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: August 2, 2019

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

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

CONTRACTOR: (Name and address)

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Add the Guaranteed Maximum Price for construction services on the new Harrisburg Park Expansion to the contract. The Contract Time will be an total of 304 calender days for the new park expansion and will commence upon receipt of an executed change order and permits allowing us to proceed with construction activites. The following list of exhibits are included in the change amendment:

- 1.) Schedule of Values for the GMP Price Amendment noted as Exhibit "B" dated 08.02.19 (1-Page)
- 2.) Specifications by Alfred Benesch & Company dated 07.02.19 (620-Pages)
- 3.) Drawings listed as Exhibit "C" dated 08.01.19 (6-Pages)
- 4.) Exhibit "D" Unit Prices
- 5.) Amend Section 5.1.1 Article of the orginial contract to adjust Construction Manager's Fee to 6.25%
- 6.) Amend Section 5.1.1 Article of the orginial contract to General Conditions Value of \$ 375,240.00 based on 304 Days

The original Contract Sum was	\$	49,850.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	49,850.00
The Contract Sum will be increased by this Change Order in the amount of	\$	9,242,674.00
The new Contract Sum including this Change Order will be	\$	9,292,524.00

The Contract Time will be increased by Three Hundred Four (304) days.

The new date of Substantial Completion will be TBD

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

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

Alfred Benesch & Company

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

J.D. Goodrum Company, Inc

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Town of Harrisburg, North Carolina

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

HARRISBURG PARK

Harrisburg NC
Benesch

EXHIBIT "B"

*****GMP HARRISBURG PARK*****



Town of Harrisburg

32+ Acre Park with 5 Multi Fields-Full Site Development & Structures

08.02.19

SCHEDULE OF VALUES	Full Site
PRECONSTRUCTION SERVICES	
Pre-Con Services (ORIGINAL CONTRACT)	
GENERAL CONDITIONS:	375,240
GENERAL TRADES:	41,250
SURVEY & SITEWORK/DEMOLITION:	1,937,400
SITE UTILITIES: (Water, Sewer, Fire Line)	289,548
SEGMENTAL RETAINING WALLS	449,920
PAVING AND CURB GUTTER	818,992
CONCRETE WALKS	461,929
TERMITE TREATMENT	2,200
FENCING	60,400
MISC STEEL & HANDRAILS	35,000
MULTIPURPOSE FIELDS (5 Each)	531,144
PLAYGROUND INFRASTRUCTURE & SPLASH PAD ALLOWANCES:	612,320
PLAYGROUND EQUIPMENT ALLOWANCE (\$ 135,000)	
PLAYGROUND Fabric Shade Cover \$ (25,000)	
Playground Prep, drainage and Pour in Place or TURF (10,000 SF) - (\$ 85,000)	
Playground - SOD SURFACE (12,000 SF) (\$ 7,320)	
Splash Pad Turnkey- Allowance (\$ 360,000)	
LANDSCAPING AND IRRIGATION ALLOWANCE (SITE)	265,000
SPORTS LIGHTING (5 Fields) S1-S14 Poles	516,314
SITE ELECTRICAL	0
Duke Energy is to provide leased option parking lot lights and street lights and Pedestrian/sidewalk lights	
ALLOWANCES:	
3rd Party Material Testing, Concrete, Soils, Retaining Walls	40,000
Gravel Maintenance Yard Area (Re-dress existing stone)	7,500
Crossbuck Fence and Gates at Playground ,(4) in Concrete Strip (600 LF)	9,900
Ornamental Fence and Ornamental Gates at SPLASH PAD (4) in Concrete Strip (525 LF)	8,820
CMU Veneer Wall at Splash Pad (200 LF of Wall Included)	60,000
Access Control Gates (Rolling Style Fence) (3) Each:	49,500
Multi-Purpose Field Netting (Re-use of Existing and Replace as needed allowance)	20,000
Single Run Chain Link Fence at Maintenance Yard (300 LF)	8,400
Allowance for Rigging, Stage Lights Supports, chases etc	20,000
Player Bench , Trash , Bleachers 30 LF 3-Row, Picnic Tables, Bike Racks	30,000
Recreational Pond- Docks-Pier	10,000
Wayfinding/ Field Sign/ Directional Signs/ Entry Monument	30,000
Upfit of Existing Mainteance Building	40,000
Upfit of Existing Shelter	10,000
FFE For Restroom Buildings	2,000
TAP & CAPACITY FEES ALLOWANCE-By Owner	0
BUILDING PERMIT ALLOWANCE	20,000
STRUCTURES	1,721,612
BUILDING A CONCESSIONS & RESTROOM BUILDING - East Fields (4) Bank	
BUILDING B & C- Splash Pad, Pump Room and Restrooms Area & Open Breezeway Structure	
BUILDING D- Amphitheater Shell & Restroom Building etc	
BUILDING E- Amphitheater Platform Concrete and Steps etc (3000 SF)	
BUILDING E- Restroom Building at 24'x56 Shelter	
(2) 20' x 30' Pre-Fab SHELTERS'	
(1) 24' x 56' Pre-Fab SHELTERS	
SUB TOTAL =	
8,484,389	
LIABILITY, BUILDER'S RISK, & UMBRELLA INSURANCE	
27,981	
PAYMENT AND PERFORMANCE BOND	
92,500	
SUBTOTAL CONSTRUCTION COST =	
\$8,604,870	
CMAR Fee =	
537,804	
OWNER CONTINGENCY	
\$100,000	
TOTAL GMP CONSTRUCTION COST =	
\$9,242,674	

19-0883 Harrisburg Park Expansio

Number	Title	Date	Revision	Sketch	Current	Comments
Architectural						
A101	Floor Plan - Toilet/Concessions Bld'g A	6/28/19			☒	
A102	Floor Plans - Toilet & Ticket/Pump Bld'gs B&C	6/28/19			☒	
A103	Floor Plan - Amphitheater Building D	6/28/19			☒	
A104	Reflected Ceiling & Roof Plans - Bld'g A	6/28/19			☒	
A105	Reflected Ceiling Plans - Bld'gs B & C	6/28/19			☒	
A106	Roof Plan - Toilet & Ticket/Pump Bld'gs B&C	6/28/19			☒	
A107	Reflected Ceiling & Roof Plans - Bld'g D	6/28/19			☒	
A108	Plans and Elevations - Bld'g E	6/28/19			☒	
A300	Elevations - Bld'g A	6/28/19			☒	
A301	Elevations - Bld'gs B & C	6/28/19			☒	
A302	Elevations - Bld'gs B & C	6/28/19			☒	
A303	Elevations - Bld'g D	6/28/19			☒	
A304	Wall Sections	6/28/19			☒	
A305	Wall Sections	6/28/19			☒	
A306	Wall Sections	6/28/19			☒	
A307	Wall Sections	6/28/19			☒	
A308	Wall Sections	6/28/19			☒	
A309	Wall Sections	6/28/19			☒	
A310	Wall Sections	6/28/19			☒	
A312	Building Sections - Bld'g A	6/28/19			☒	
A313	Building Sections - Bld'gs B & C	6/28/19			☒	

Drawing Log

JD Goodrum Company, Inc.

Date: 8/1/2019

19-0883 Harrisburg Park Expansio

Number	Title	Date	Revision	Sketch	Current	Comments
Architectural						
A314	Building Sections - Bld'g D	6/28/19			☒	
A315	Wall Section Details	6/28/19			☒	
A316	Wall Section Details	6/28/19			☒	
A601	Door & Window Schedule & Details	6/28/19			☒	
A602	Finish and Partition Schedule	6/28/19			☒	
A900	3D Views - Bld'g A	6/28/19			☒	
A901	3D Views - Building B & C	6/28/19			☒	
A902	3D Views - Amphitheater/Bld'g D	6/28/19			☒	
C311	Wall Sections	6/28/19			☒	
E201	Floor Plans-Concessions/Toilet Bld'g A	6/28/19			☒	
E203	Floor Plan-Toilet & Ticket/Pump Bld'g s B&C	6/28/19			☒	
E208	Site Plan Soccer Fields	6/28/19			☒	
CS01	Appendix B - Building A	6/28/19			☒	
CS02	Appendix B - Building B & C	6/28/19			☒	
CS03	Appendix B - Building D	6/28/19			☒	
Civil						
C1	Boundary Survey	9/1/18			☒	
C2	Boundary and Topographic Survey	9/1/19			☒	
C100	Overall Demo Plan	7/2/19	07.17.19		☒	
C101	Demo Plan Enlargement North	7/2/19	07.17.19		☒	
C102	Demo Plan Enlargement South	7/2/19	07.17.19		☒	
C200	Overall Site Plan	7/2/19	07.17.19		☒	
C201	Site Plan Enlargement North	7/2/19	07.17.19		☒	
C202	Site Plan Enlargement South	7/2/19	07.17.19		☒	

Drawing Log

JD Goodrum Company, Inc.

Date: 8/1/2019

19-0883 Harrisburg Park Expansio

Number	Title	Date	Revision	Sketch	Current	Comments
Civil						
C300	Erosion Control Notes and Legend	7/2/19	07.17.19		☒	
C301	Erosion Control Plan - Initial North	7/2/19	07.17.19		☒	
C302	Erosion Control Plan - Initial South	7/2/19	07.17.19		☒	
C303	Erosion Control Plan - Final North	7/2/19	07.17.19		☒	
C304	Erosion Control Plan - Final South	7/2/19	07.17.19		☒	
C305	Overall Grading Plan	7/2/19	07.17.19		☒	
C306	Grading Plan Enlargement North	7/2/19	07.17.19		☒	
C307	Grading Plan Enlargement South	7/2/19	07.17.19		☒	
C308	Storm Pipe Schedule	7/2/19			☒	
C400	Overall Utility Plan	7/2/19	07.17.19		☒	
C401	Utility Plan Enlargement North	7/2/19	07.17.19		☒	
C402	Utility Plan Enlargement South	7/2/19	07.17.19		☒	
C403	Utility Plan & Profile	7/2/19	07.17.19		☒	
C404	Utility Plan & Profile	7/2/19	07.17.19		☒	
C500	Site Construction Details	7/2/19	07.17.19		☒	
C501	Site Construction Details	7/2/19	07.17.19		☒	
C502	Site Construction Details	7/2/19	07.17.19		☒	
C503	Site Construction Details	7/2/19	07.17.19		☒	
C504	Site Construction Details	7/2/19	07.17.19		☒	
C505	BMP Details	7/2/19	07.17.19		☒	
C600	Overall Landscape	7/2/19	07.17.19		☒	
C601	Landscape Plan North	7/2/19	07.17.19		☒	
C602	Landscape Plan South	7/2/19	07.17.19		☒	
0	Cover Sheet	7/2/19	07.17.19		☒	

Drawing Log

JD Goodrum Company, Inc.

Date: 8/1/2019

19-0883 Harrisburg Park Expansio

Number	Title	Date	Revision	Sketch	Current	Comments
Civil						
1 of 4	Boundary and Partial Topographic Survey	6/17/16			☒	
2 of 4	Boundary and Partial Topographic Survey	6/17/16			☒	
3 of 4	Boundary and Partial Topographic Survey	6/17/16			☒	
4 of 4	Boundary and Partial Topographic Survey	6/17/16			☒	
Electrical						
E100	Symbols and Schedules	6/28/19			☒	
E101	Site Plan Overall	6/28/19			☒	
E102	Site Plan Photometrics	6/28/19			☒	
E202	Floor Plan-Toilet and Ticket/Pump Bld'gs B&C Lgt'g	6/28/19			☒	
E204	Floor Plan-Amphitheater Bld'g D Lighting	6/28/19			☒	
E205	Floor Plan-Amphitheater Bld'g D Power	6/28/19			☒	
E206	Floor Plans-Pond Shelter Restrooms Bld'g E	6/28/19			☒	
E207	Site Plan - Soccer Fields	6/28/19			☒	
E209	Site Plan Mulitpurpose Field	6/28/19			☒	
E210	Shelter Plans	6/28/19			☒	
E301	Power Riser Diagrams	6/28/19			☒	
E302	Panel Schedules	6/28/19			☒	
E303	Panel Schedules	6/28/19			☒	
E401	Details	6/28/19			☒	
E501	Specifications	6/28/19			☒	

Drawing Log

JD Goodrum Company, Inc.

Date: 8/1/2019

19-0883 Harrisburg Park Expansio

Number	Title	Date	Revision	Sketch	Current	Comments
Lighting						
S101	Typical Details	7/1/19			☒	
Mechanical						
M101	Mechanical Floor Plan - Toilet/Conce sions Bld'g A	6/28/19			☒	
M102	Mechanical Floor Plan - Toilet & Ticket Pump Bld'g B&C	6/28/19			☒	
M103	Mechanical Foor Plan - Amphitheater Bld'g D	6/28/19			☒	
M201	Mechanical Schedule	6/28/19			☒	
M202	Mechanical Specifications	6/28/19			☒	
MP104	Floor Plans-Pond Shelter-Restooms Bld'g E	6/28/19			☒	
Plumbing						
P100	Plumbing Schedules & Details	6/28/19			☒	
P101	Plumbing Floor Plan - Toilet/Concess ions Bld'g A	6/28/19			☒	
P102	Plumbing Floor Plan - Toilet & Ticket Pump Bld'g	6/28/19			☒	
P103	Plumbing Floor Plan - Amphitheater Bld'g D	6/28/19			☒	
P201	Plumbing Specifications	6/28/19			☒	
Structural						
S100	General Notes	7/1/19			☒	
S201	Foundation Plan Toilet/Concessions Bld'g AA	7/1/19			☒	
S202	Foundation Plan Toilet Ticket/Pump Bld'gs B&C	7/1/19			☒	
S203	Foundation Plan - Amphitheater Bld' g D	7/1/19			☒	

Drawing Log

JD Goodrum Company, Inc.

Date: 8/1/2019

19-0883 Harrisburg Park Expansio

Number	Title	Date	Revision	Sketch	Current	Comments
Structural						
S204	Foundation Plan Pond Shelter Restrms Bld'g E	7/16/19			☒	
S211	Roof Framing Plan Toilet Concessions Bld'g A	7/1/19			☒	
S212	Roof Framing Plan Toilet & Ticket/Pu mp Bld'gs B&C	7/1/19			☒	
S213	Roof Framing Plan - Amphitheater Bld'g D	7/1/19			☒	
S214	Roof Framing Plan Pond Shelter Restrooms Bld'g E	7/16/19			☒	
S301	Foundation Details	7/1/19			☒	
S401	Framing Details	7/1/19	07.16.19		☒	

UNIT PRICES: EXHIBIT "D" HARRISBURG PARK



18339-F, Old Statesville Road, Cornelius NC 28031

<u>Unit Prices</u>	<u>Price</u>	<u>Unit</u>
Unsuitable Material (Spoil Onsite)	7.00	CY
Undercut and Remove and dispose (Offsite)	24.00	CY
Backfill for Unsuitable Material (From Onsite)	7.00	CY
Backfill for Unsuitable Material (From Offsite)	24.00	CY
Machine Excavated Rock/Boulders (Spoil onsite)	50.00	CY
Mass Rock Excavation (Spoil Onsite)	50.00	CY
Trench Rock Ripping with Disposal Onsite	75.00	CY
Mass Rock Excavation (Spoil Offsite)	85.00	CY
Trench Rock Ripping with Disposal Offsite	85.00	CY
ABC Stone Furnished and installed	35.00	Ton
# 57 Stone Furnished and installed	39.00	Ton
Rip Rap Furnished and installed	35.00	Ton
4" Scheudle 40 Gray PVC Conduits Including Install	16.00	Lf
6" Scheudle 40 Gray PVC Conduits Including Install	19.00	Lf



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 line items to account for the total construction budget for Harrisburg Park Redevelopment – Phase I, based on a Guaranteed Maximum Price construction contract and related installment financing.

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

Increase line item 320-5000-57100	\$ 3,000,000
Construction	

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

Increase line item 320-49597	\$ 3,350,000
Proceeds from Installment Financing	

Decrease line item 320-49555	\$ 350,000
Transfers In – General Fund	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

To Town of Harrisburg, North Carolina
From Davenport & Company LLC
Date August 12, 2019
Subject 2019 Installment Financing Contract RFP Summary

Background

Davenport & Company LLC (“Davenport”), on behalf of the Town of Harrisburg, NC (the “Town”), distributed a Request for Proposals (“RFP”) to secure a commitment for a direct bank loan evidenced by an Installment Finance Contract to finance the re-development and expansion of Harrisburg Park, construction of a Water Tower, and pay the related costs of issuance. The IFC will be secured by a Deed of Trust and Security Agreement in the Harrisburg Park and Water Tower.

The RFP was distributed to over 70 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide Tax-Exempt Non-Bank Qualified interest rates for two amortization options and bidders were encouraged to submit a proposal for one or both options:

1. Option 1: 15-Year
2. Option 2: 20-Year

RFP Responses

Through this process, the Town was able to secure seven responses to the RFP, including:

1. Branch Banking and Trust Company (“BB&T”);
2. Capital One Public Funding, LLC (“Capital One”);
3. First Bank (“First Bank”);
4. First Internet Bank (“First Internet Bank”);
5. Raymond James Capital Funding, Inc. (“Raymond James”);
6. Sterling National Bank (“Sterling Bank”);
7. TD Bank (“TD Bank”).

The following pages contain a summary of the key terms and conditions for the responses received.

August 12, 2019

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the seven bidders is outlined in Table 1 below. All interest rates are fixed through final maturity, except for TD Bank whose 20-year options had a 15-year put option.

Table 1: Summary of Interest Rates Received

	A	B	C
	Option	Option 1: 15-Year	Option 2: 20-Year
1	Capital One	2.83%	3.09%
2	First Internet Bank	3.40%	3.40%
3	Sterling National Bank	2.64%	2.85%
4	Raymond James	2.46%	-
5	First Bank	2.94%	3.29%
6	BB&T	2.69%	3.10%
7	TD Bank	2.27% / 2.42% ¹	2.31% / 2.46% ^{1, 2}

¹ The first rate is subject to a make whole redemption provision (Option A); the second is prepayable at par (Option B).

² 20-year rates are subject to a 15-year put option and not fixed through maturity.

Based upon the proposals received, the following lenders provided the lowest interest rate options held firm through the anticipated closing date and fixed through final maturity:

- Option 1 – 15-years: **TD Bank & Raymond James**
While TD Bank provided the lowest overall interest rate option, the proposal included additional restrictive financial covenants not required for other proposers; therefore, the Raymond James proposal is also evaluated.
- Option 2 – 20-years: **Sterling Bank**
While TD Bank provided the lowest stated interest rate, their rates were not fixed until maturity and would be subject to a 15-year put provision that could require a balloon principal payment in year 15. Therefore only the Sterling Bank proposal has been evaluated for the 20-year option.

The remainder of this memo will focus on these proposals.

August 12, 2019

2. Prepayment Provisions

Prepayment provisions offered by Raymond James, Sterling Bank, and TD Bank are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Raymond James	In whole or in part on or after August 1, 2029 on any business day at par. Partial prepayments shall be applied in inverse order of maturity and has a minimum of \$500,000 and requires increments of \$5,000.
Sterling Bank	In whole or in part after year 4 on any date at 101% in years 5-8 and at par thereafter.
TD Bank	Option A: In whole or in part on any date subject to a Break Funding Fee that is calculated as: [Amount Being Prepaid x (Original Rate - Current Rate) x Days in the Remaining Term/360 Days] + Any Accrued Interest. Option B: In whole or in part on any date at par.

3. Bank Closing Fees

Bank closing fees required by Raymond James, Sterling Bank, and TD Bank are shown in Table 3 below.

Table 3: Summary of Bank Closing Fees

Lender	Bank Closing Fees
Raymond James	\$15,000 Lender's Counsel & 0.25% Discount
Sterling Bank	\$10,000 Lender's Counsel
TD Bank	\$15,000 Lender's Counsel

August 12, 2019

4. Estimated Debt Service

A summary comparison of the estimated debt service structure for the two options outlined previously are shown in table 4. The preliminary estimated debt service shown accounts for estimated costs of issuance.

Table 4: Summary of Estimated Debt Service

Term Lender Bank Qualification	B		C		D		E	
	15-Year		15-Year		15-Year		20-Year	
	TD Bank Option A ¹		TD Bank Option B		Raymond James		Sterling Bank	
	NBQ		NBQ		NBQ		NBQ	
1 Prepayment Provisions	Prepayable in whole or in part on any date subject to a "Break Funding Fee" ²		Prepayable in whole or in part on any date at par.		Prepayable in whole or in part on or after August 1, 2029 on any business day at par. ³		Prepayable in whole or in part after year 4 on any date at 101% in years 5-8 and at par thereafter.	
2								
3 Sources								
4 Par Amount*	\$ 13,270,000		\$ 13,270,000		\$ 13,304,000		\$ 13,265,000	
5 Total	\$ 13,270,000		\$ 13,270,000		\$ 13,304,000		\$ 13,265,000	
6								
7 Uses								
8 Project Fund - Park and Water Tower	\$ 13,175,000		\$ 13,175,000		\$ 13,175,000		\$ 13,175,000	
9 Cost of Issuance*	80,000		80,000		80,000		80,000	
10 Bank Fees	15,000		15,000		48,260		10,000	
11 Additional Proceeds*	-		-		740		-	
12 Total	\$ 13,270,000		\$ 13,270,000		\$ 13,304,000		\$ 13,265,000	
13								
14 Interest Rate*	2.2700%		2.4200%		2.4600%		2.8500%	
15 All-In TIC*	2.3733%		2.5241%		2.6007%		2.9299%	
16								
17 First Interest Payment	2/1/2020		2/1/2020		2/1/2020		2/1/2020	
18 First Principal Payment	8/1/2020		8/1/2020		8/1/2020		8/1/2020	
19 Final Maturity	8/1/2034		8/1/2034		8/1/2034		8/1/2039	
20								
21 Debt Service*								
22 Fiscal Year								
23 2020	\$ 106,267		\$ 113,289		\$ 115,457		\$ 133,369	
24 2021	1,175,196		1,194,438		1,202,381		1,031,605	
25 2022	1,156,117		1,174,033		1,181,573		1,013,695	
26 2023	1,136,028		1,152,616		1,159,753		994,771	
27 2024	1,115,938		1,131,199		1,137,932		975,847	
28 2025	1,095,849		1,109,782		1,116,112		956,923	
29 2026	1,075,759		1,088,365		1,094,292		937,999	
30 2027	1,055,670		1,066,948		1,072,472		918,089	
31 2028	1,035,580		1,045,531		1,050,652		899,194	
32 2029	1,015,491		1,024,114		1,028,831		880,298	
33 2030	995,401		1,002,697		1,007,011		861,403	
34 2031	975,312		981,280		985,191		842,507	
35 2032	954,234		958,875		963,371		823,612	
36 2033	934,167		937,482		941,551		804,716	
37 2034	914,100		916,089		919,730		785,821	
38 2035	894,033		894,696		897,910		766,925	
39 2036	-		-		-		748,030	
40 2037	-		-		-		729,134	
41 2038	-		-		-		710,239	
42 2039	-		-		-		691,343	
43 2040	-		-		-		672,448	
43 Total	\$ 15,635,144		\$ 15,791,431		\$ 15,874,217		\$ 17,177,967	

* Preliminary and subject to change.

¹ Rate is subject to a make whole redemption provision (Option A).

² The Break Funding Fee is calculated as follows: Break Funding Fee = [Amount Being Prepaid x (Original Rate - Current Rate) x Days in the Remaining Term/360 Days] + Any Accrued Interest.

³ Partial prepayments shall be applied in inverse order of maturity and shall be subject to a minimum amount of \$500,000 and increments of \$5,000 in excess thereof.

August 12, 2019

Recommendation

Based upon our review of the proposals, related analyses, and discussions with Town Staff, Davenport recommends that the Town select the Sterling Bank 20-year Tax-Exempt Non-Bank Qualified proposal. The 20-year term is consistent with the assumptions included in the Town's financial forecasting model and provides the lowest annual payment. Sterling Bank's 20-year proposal provides the lowest 20-year rate that is fixed for the life of the loan. In addition, the proposal provides flexibility to prepay in whole or in part after year four, on any date, at 101% in years five through eight and at par thereafter.

Next Steps

Date	Task
August 12 th	▪ Town Council Meeting – Town Council holds Public Hearing – Town Council considers selecting a winning bidder – Town Council considers adopting a Findings Resolution
September 4 th	Agenda deadline for September 9 th Town Council meeting
September 9 th	▪ Town Council Meeting ▪ Town Council considers adopting a Final Resolution (if necessary)
September 10 th	LGC considers approving the financing
By September 26 th	Close on financing

August 12, 2019

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

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

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author’s and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

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

Version 01.13.14 | BD CB MB TC



RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS: The Town of Harrisburg ("Town") has previously determined to undertake a project for the financing of Harrisburg Park Redevelopment Phase I, (the "Project"),

BE IT THEREFORE RESOLVED, as follows:

1. The Town hereby determines to finance the Project through Sterling National Bank. The amount financed shall not exceed \$10,000,000 at an interest rate not to exceed 2.85% and the financing term shall not exceed twenty (20) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse expenditures for the project that is to be financed from the proceeds of determined financial institution. The Town intends that funds that have been advanced, or that may be advanced, from the Town's General Fund, or any other Town fund related to the project, for project costs, may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to act on behalf of the Town of Harrisburg in reviewing contracts in order to submit an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 12th day of August 2019.

The motion to adopt this resolution was made by Councilmember _____, seconded by Councilmember _____ and passed by a vote of _____ to _____.

[Mayor]

ATTEST:

[Clerk]

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 12th day of August 2019.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

H-2018-08 (R) – Camellia Gardens (Shea Homes) Conditional Rezoning and Zoning Map Amendment.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the conditional rezoning request from Rural Estate (RE) to Conditional Residential Village (CZ-RV), with the recommended conditions, as requested by the applicant for the related property in application H-2018-08 (R).

Description/Background:

Mike Shea, on behalf of Shea Homes, has submitted a request to rezone approximately 85.35 acres located on the properties south of Stallings Road across from Stallings Road Park and Harrisburg Elementary School. The applicant proposes to develop 157 single-family detached residential dwellings. To achieve this, the applicant is requesting that the property be rezoned from the current Rural Estate (RE) district to Conditional Residential Village (CZ-RV) in accordance with the site plan submitted with the application.

A staff report is attached for more information and a site plan is submitted for your consideration. If approved, staff will review the site plan in accordance with our Unified Development Ordinance (UDO). Staff is recommending approval of the rezoning request with conditions included in the staff report.

This item was presented to the Planning and Zoning Board at their May 21, 2019 meeting, and the board approved the conditional rezoning request and recommended approval by the Town Council. The board also adopted a consistency statement finding the request reasonable and in public interest, and consistent with the Harrisburg Area Land Use Plan.

An issue with the traffic counts was discovered after the Planning Board meeting and the TIA report was updated with new counts.

With updated counts, one turn lane at the recommended roundabout increased from 200 to 250' with no other changes in previous traffic improvement recommendations.

The updated information was presented to the Planning and Zoning Board on July 16th, and the board approved the conditional rezoning request and recommended approval by the Town Council. The board also adopted a consistency statement finding the request reasonable and in public interest, and consistent with the Harrisburg Area Land Use Plan.

Recommendation:

With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Plan. Planning and Zoning Department staff support approval of the rezoning request with conditions.

Fiscal Impact:

Applicant agrees to provide easement to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the project's sewer system.

Attachments:

1. Rezoning Application _ Shea Homes _ Camellia Gardens
2. 2019-05-01 __ CAMELLIA GARDENS -Final Site Plan
3. H_2018_08_R Staff Report_TC
4. H2018-08-R Zoning Map
5. 2019-06-18 Camellia Gardens TIA REPORT UPDATED
6. Revised Fee in lieu-#2056690-Shea_Homes_PR_letter 11.13.18
7. Neighborhood Meeting Summary _ Shea Homes _ Camellia Gardens
8. Public Hearing Letter _Shea Homes Camellia_Rev



APPLICATION FOR CONDITIONAL REZONING

Applications for a Conditional District must be accompanied by an application for a Zoning Map Amendment.

- 1. Please submit fifteen (15) copies of a complete development plan in conformance with Appendix B, Section B-4 of the UDO (all conditional rezoning applications shall include a site specific development plan which, if approved, shall be binding on the property in question). If approved, a zoning site plan review and approval will be required to receive a zoning compliance permit. For specific requirements, please see the form entitled “Site Plan Requirements”.
- 2. Please list the specific permitted land use(s) that you are proposing. Land use(s) shall be chosen from Article 4.6 in the Harrisburg UDO titled “Use Regulations” and shall correspond to the Zoning District requested.

Single-family residential	

- 3. Please list any specific conditions that you would be willing to impose as part of this application (example: no outside storage permitted on-site, increased buffer width, etc.).

See attached



Owner Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner. In addition, it is understood and acknowledged that if the property is rezoned as requested, the property involved in this request will be perpetually bound by the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended through the rezoning process. It is further understood and acknowledged that it is the responsibility of the petitioner to file the development plan in the Cabarrus County Register of Deeds Office as a deed restriction upon the subject property.

If, after two years from the date of approval substantial construction has not begun, the property in question may revert to its prior zoning designation after a public hearing is held in compliance with the required procedure for a zoning map amendment.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

Property Owner (1)	John & Mary Ellen Sims Alice S & Merrill Morgan
Address	615 Liberty Road Federalsburg, MD 21632
Phone	704-787-6047
Fax	
Signature	Mary Ellen Sims dotloop verified 08/06/18 11:46AM EDT DX6D-4Z3W-WETT-KA09 John Sims dotloop verified 08/06/18 9:18AM EDT BZCS-SZ7Y-XDT1-KAGE Merrill Morgan dotloop verified 08/06/18 2:55PM EDT 2EYG-AESR-YIZG-W9MY Alice Morgan dotloop verified 08/06/18 2:57PM EDT

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.



Owner Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner. In addition, it is understood and acknowledged that if the property is rezoned as requested, the property involved in this request will be perpetually bound by the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended through the rezoning process. It is further understood and acknowledged that it is the responsibility of the petitioner to file the development plan in the Cabarrus County Register of Deeds Office as a deed restriction upon the subject property.

If, after two years from the date of approval substantial construction has not begun, the property in question may revert to its prior zoning designation after a public hearing is held in compliance with the required procedure for a zoning map amendment.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

Property Owner (2)	<u>Yates M McCachren Jr. & Linda McCachren</u>				
Address	<u>6925 Hickory Ridge Rd</u>				
	<u>Harrisburg, NC 28075</u>				
Phone	<u>704-773-0006</u>				
Fax					
Signature	<table><tr><td><u>Yates M. McCachren Jr.</u></td><td>dotloop verified 08/03/18 7:50PM EDT ISZK-WG59-IKMX-QS00</td></tr><tr><td><u>Linda McCachren</u></td><td>dotloop verified 08/06/18 7:59PM EDT YCHG-3HVF-LB5E-1BFG</td></tr></table>	<u>Yates M. McCachren Jr.</u>	dotloop verified 08/03/18 7:50PM EDT ISZK-WG59-IKMX-QS00	<u>Linda McCachren</u>	dotloop verified 08/06/18 7:59PM EDT YCHG-3HVF-LB5E-1BFG
<u>Yates M. McCachren Jr.</u>	dotloop verified 08/03/18 7:50PM EDT ISZK-WG59-IKMX-QS00				
<u>Linda McCachren</u>	dotloop verified 08/06/18 7:59PM EDT YCHG-3HVF-LB5E-1BFG				

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.

**Owner Information**

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner. In addition, it is understood and acknowledged that if the property is rezoned as requested, the property involved in this request will be perpetually bound by the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended through the rezoning process. It is further understood and acknowledged that it is the responsibility of the petitioner to file the development plan in the Cabarrus County Register of Deeds Office as a deed restriction upon the subject property.

If, after two years from the date of approval substantial construction has not begun, the property in question may revert to its prior zoning designation after a public hearing is held in compliance with the required procedure for a zoning map amendment.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

Property Owner (3)	<u>Paul Quinton Harris Jr</u>
	<u>Patricia Harris</u>
Address	<u>3923 Stallings Road</u>
	<u>Harrisburg, NC 28075</u>
Phone	<u>(704) 995-9997</u>
Fax	
Signature	<u>Paul Quinton Harris Jr</u>
	<u>Patricia Harris</u>

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.



Subject Property Information **(1)**

1. Street Address 4025 Stallings Rd, Harrisburg, NC 28075
2. PIN(s) (10 digit#) 5507 -- 93 -- 6364; -----
3. Deed Reference Book 7658 Page 126 & 130
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 29.21 acres
6. Street Frontage (feet) 1165
7. Current Land Use vacant
8. Surrounding Land Use and Zoning Classification
- North: Zoning CUO-1 Land Use Park
- South: Zoning RE Land Use vacant
- East: Zoning RE Land Use vacant/residential
- West: Zoning RM-1 Land Use residential
9. Request to Change Zoning From RE to RV
10. Is this a request for a Conditional Rezoning? ☒ YES NO

(If YES, you must also submit an application for a Conditional Rezoning)

11. Purpose for Request: _____

To develop single-family residential under RV Conditional zoning standards.



Subject Property Information (2)

1. Street Address 6931 Hickory Ridge Rd, Harrisburg, NC 28075
2. PIN(s) (10 digit#) 5507 -- 92 -- 5547; -----
3. Deed Reference Book _____ Page _____
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 17.5 acres
6. Street Frontage (feet) N/A
7. Current Land Use vacant
8. Surrounding Land Use and Zoning Classification
North: Zoning RE Land Use vacant
South: Zoning OI Land Use school
East: Zoning RE Land Use vacant residential
West: Zoning RE Land Use vacant residential
9. Request to Change Zoning From RE to RV
10. Is this a request for a Conditional Rezoning? ☒ YES NO

(If YES, you must also submit an application for a Conditional Rezoning)

11. Purpose for Request: _____

To develop single-family residential under RV Conditional zoning standards.



Subject Property Information (3)

1. Street Address 3923 Stallings Road, Harrisburg, NC 28075
2. PIN(s) (10 digit#) 5517 -- 03 -- 4742; 5517 -- 02 -- 3525; 5517-02-4591; 5517-03-9042
3. Deed Reference Book 10032 Page 0235 and 0239
4. Township # 1

Description of Subject Property

5. Size (square feet or acreage) 41.31 acres
6. Street Frontage (feet) 735 ft
7. Current Land Use residential
8. Surrounding Land Use and Zoning Classification
- | | | | |
|---------------|-----------|----------|--------------------|
| North: Zoning | <u>RE</u> | Land Use | <u>residential</u> |
| South: Zoning | <u>OI</u> | Land Use | <u>school</u> |
| East: Zoning | <u>RE</u> | Land Use | <u>vacant</u> |
| West: Zoning | <u>RE</u> | Land Use | <u>vacant</u> |
9. Request to Change Zoning From RE to RV(CD)
10. Is this a request for a Conditional Rezoning? ☒ YES ☐ NO

(If YES, you must also submit an application for a Conditional Rezoning)

11. Purpose for Request: _____

To develop single-family residential under RV Conditional zoning standards



Owner/Agent/Applicant Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner

(1) John & Mary Sims; Alice & Merrill Morgan

(2) Yates & Linda M. McCachren Jr

Address

(1) 615 Liberty Road, Federalsburg, MD 00000

(2) 6925 Hickory Ridge Rd, Harrisburg, NC 28075

Phone

(1)

John Sims

dotloop verified
08/06/18 9:18AM EDT
A12W-EDIP-C2HN-7CWY

(2)

Yates M. McCachren Jr

dotloop verified
08/03/18 7:50PM EDT
DP9F-K88T-7XZK-RE1V

Fax

(1)

(2)

Email:

(1)

(2)

Signature

(1)

(2)

13. Agent (if any)

Bridget Grant

Address

100 N Tryon St, Ste 4700, Charlotte, NC 28202

Phone

704.331.2379

Fax

704.378.1973

Email

bridgetgrant@mvalaw.com

Signature

14. Applicant (if any)

Mike Shea

Address

8008 Corporate Center Dr, Ste 300, Charlotte, NC 28226

Phone

704.319.5000

Fax

704.543.6327

Email

mike.shea@sheahomes.com

Signature

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.



Owner/Agent/Applicant Information

It is understood by all parties hereto that while this application will be carefully considered and reviewed, the burden of providing its need and providing all required evidence rests with the below named petitioner.

I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner (1) John & Mary Sims; Alice & Merrill Morgan (2) Yates & Linda M. McCachren Jr

Address (1) 615 Liberty Road, Federalsburg, MD 00000 (2) 6925 Hickory Ridge Rd, Harrisburg, NC 28075

Phone Signature (1)  (2) 

Fax (1) (2)

Email: (1) jsims8@carolina.rr.com (2) tmccachren@vnet.net

Signature Phone (1) (2) 704-455-2754

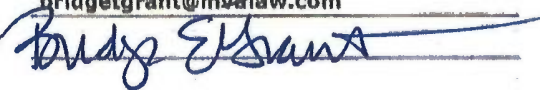
13. Agent (if any) Bridget Grant

Address 100 N Tryon St, Ste 4700, Charlotte, NC 28202

Phone 704.331.2379

Fax 704.378.1973

Email bridgetgrant@mvalaw.com

Signature 

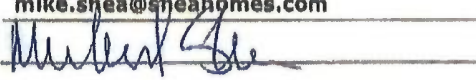
14. Applicant (if any) Mike Shea

Address 8008 Corporate Center Dr, Ste 300, Charlotte, NC 28226

Phone 704.319.5000

Fax 704.543.6327

Email mike.shea@sfeahomes.com

Signature 

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.



Owner/Agent/Applicant Information

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I do hereby certify that all information which I have provided for this application is, to the best of my/our knowledge, correct.

12. Property Owner (3) Paul Quinton Harris Jr and Patricia Harris
Address 3923 Stallings Road, Harrisburg, NC 28075
Phone (704) 995-9997
Fax _____
Email: pqharris@carolina.rr.com
Signature Paul Quinton Harris Patricia Harris

13. Agent (if any) SEE PREVIOUS SHEET
Address _____
Phone _____
Fax _____
Email _____
Signature _____

14. Applicant (if any) SEE PREVIOUS SHEET
Address _____
Phone _____
Fax _____
Email _____
Signature _____

NOTE: If multiple parcels are involved in a request, property owners must sign an application identifying the individual parcel(s) represented. Each parcel included in the request must be accounted for in the application process for the application to be considered complete.

Owner Name	Owner Address	Parcel ID #
Cabarrus County	PO BOX 707, Concord, NC 28026	55170152360000
International Church Foursquare	1910 W Sunset Blvd, Ste 200, Los Angeles, CA 90026	55079129130000
Yates M McCachren JR & Linda McCachren	6925 Hickory Ridge Rd, Harrisburg, NC 28075	55078285170000
Lydia Miller	7399 Hoffner Dr, Harrisburg, NC 28075	55078390510000
Donald Monroe Brigman	7395 Hoffner Dr, Harrisburg, NC 28075	55078391520000
John Daniel Ennis	7391 Hoffner Dr, Harrisburg, NC 28075	55078392510000
Kay Blackwelder Fisher	7387 Hoffner Dr, Harrisburg, NC 28075	55078393700000
Stephen M Rumsey & Paula D Rumsey	7383 Hoffner Dr, Harrisburg, NC 28075	55079304120000
Johnson Le	7379 Hoffner Dr, Harrisburg, NC 28075	55079305360000
Kurt D Newton & Kelly Newton	4197 Stallings Rd, Harrisburg, NC 28075	55079307550000
Town of Harrisburg, A Municipal Corporation	PO BOX 100, Harrisburg, NC 28075	55079452600000
John Sims & Mary Ellen Sims		
Alice Morgan & Merrill Morgan	615 Liberty Rd, Federalsburg, MD 21632	55079363640000
Janice Otheria Weathers	3805 Stallings Rd, Harrisburg, NC 28075	55171307850000
Peter Delaney & Stephanie Delaney	PO BOX 561, Harrisburg, NC 28075	55170422870000
Cabarrus County Board of Education	PO BOX 368, Concord, NC 28026	55172138000000
Phyllis Johnson Phifer	9480 Robinson Church Rd, Harrisburg, NC 28075	55171317530000
Phyllis Johnson Phifer	9480 Robinson Church Rd, Harrisburg, NC 28075	55171326790000
Mary Frances Hargett	3735 Stallings Rd, Harrisburg, NC 28075	55171326840000
Alberta W Talbert	PO BOX 133, Harrisburg, NC 28075	55171335980000
Ernestine Weathers Crisco-Davis & Gregory Davis	3727 Stallings Rd, Harrisburg, NC 28075	55171343180000
Phyllis Johnson Phifer & Alberta W Griffin	9480 Robinson Church Rd, Harrisburg, NC 28075	55171351960000



VICINITY MAP - NTS

DEVELOPMENT DATA

DEVELOP AS:	RV (CD)
PROPOSED # OF LOTS:	157
PROPOSED LOT SIZES:	(75' X 135') AND (65' X 135')
PROPOSED DENSITY:	1.84 D.U./AC.

REQUIRED OPEN SPACE:	6.828 AC. (8% OF SITE)
PROPOSED OPEN SPACE:	±30 AC. (35.14% OF SITE)
REQUIRED PUBLIC OPEN SPACE:	1 AC/35 UNITS = 4.52 AC.
PROPOSED PUBLIC OPEN SPACE:	SEE NOTE #6C

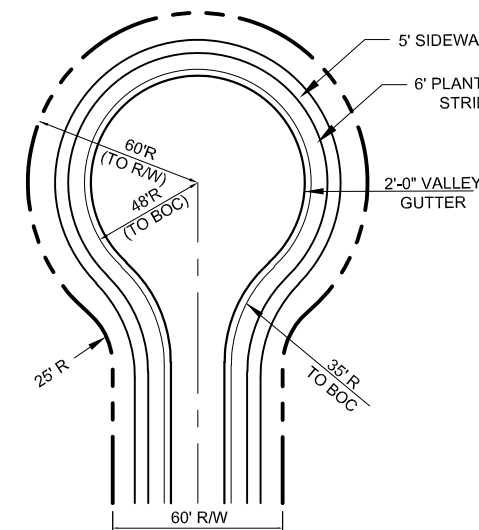
DEVELOPMENT STANDARDS

RV STANDARDS	
MIN. LOT SIZE:	7,500 S.F. (8,500 SF MIN USED)
MIN. LOT WIDTH:	50 FT. (65' MIN USED)
MIN. FRONT SETBACK:	20 FT.
MAX. FRONT SETBACK:	35 FT.
MIN. SIDE YARD:	7 FT.
MIN. REAR YARD:	5 FT.
MAX. CUL-DE-SAC LENGTH	800 FT.
MIN. LINK/NODE RATIO	1.4
PROP. LINK/NODE RATIO	19 LINKS / 12 NODES = 1.583

RIVERSTREAM OVERLAY CALCULATION NOTE

CLASS 1 STREAM BUFFER SHALL BE MEASURED FROM THE AVERAGE ANNUAL STREAM BANK PERPENDICULAR FOR A DISTANCE OF 50 FEET PLUS (4) TIMES THE AVERAGE PERCENT OF SLOPE OF AREA ADJACENT TO THE STREAM. SLOPE CALCULATED BY MEASURING A DISTANCE OF 250 FEET FROM THE CENTER OF THE STREAM. MAXIMUM DISTANCE SHALL NOT EXCEED 120 FROM THE EDGE OF THE STREAM.

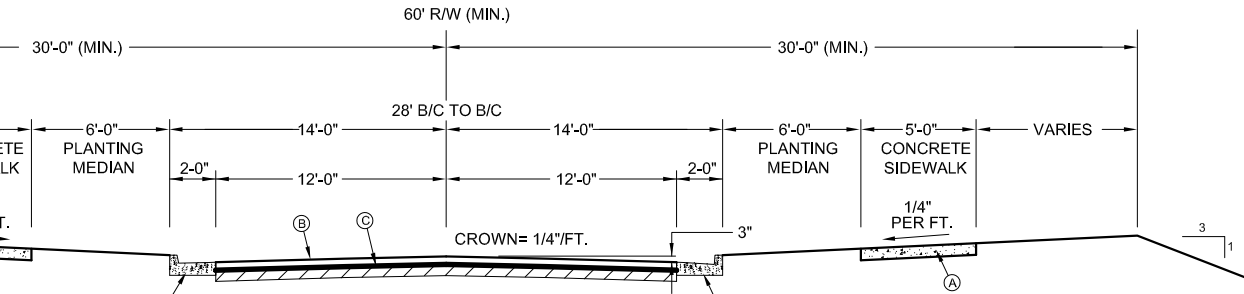
MAX. AVE. EXISTING SLOPE FOR 250' DISTANCE FROM CREEK = 3.2% - 5.2%
RSOD = MIN. 50' + (4) X (AVE SLOPE)
RSOD PROVIDED BEHIND LOTS = 72' FROM TOP OF BANK



CUL-DE-SAC DETAIL

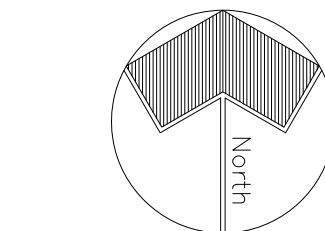
NOT TO SCALE

NOTE: CUL-DE-SAC SHALL COMPLY WITH TOWN OF HARRISBURG STANDARD DETAILS



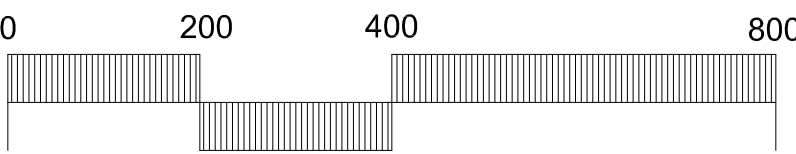
TYPICAL STREET SECTION

NOT TO SCALE



Submitted: 05/01/19

Scale:
1" = 200'



Sheet Number

RZ-1

Sheet 1 of 2

DEVELOPMENT NOTES

SITE DEVELOPMENT DATA:

- ACREAGE: ± 85.36 ACRES
- TAX PARCEL #: 5507-934364, 5507-92-5547, 5517-03-4742, 5517-02-3525, 5517-02-4591
- EXISTING ZONING: RE
- PROPOSED ZONING: RV (CD)
- EXISTING USES: VACANT AND SINGLE-FAMILY HOMES
- PROPOSED USES: UP TO 157 SINGLE-FAMILY DETACHED DWELLING UNITS AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS IN THE RV ZONING DISTRICT AS FURTHER DESCRIBED IN SECTION 2 BELOW.

1. GENERAL PROVISIONS:

- SITE LOCATION. THESE DEVELOPMENT STANDARDS FORM A PART OF THE REZONING PLAN ASSOCIATED WITH THE REZONING PETITION FILED BY SHEA HOMES (PETITIONER) TO ACCOMMODATE THE DEVELOPMENT OF UP TO ONE HUNDRED FIFTY SEVEN (157) SINGLE-FAMILY DETACHED DWELLING UNITS AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PROPOSED DEVELOPMENT WILL BE ON AN APPROXIMATELY 85.36 ACRE SITE LOCATED ON STALLINGS ROAD (THE "SITE").
- ZONING DISTRICTS/ORDINANCE. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE HARRISBURG ZONING ORDINANCE (THE "ORDINANCE"). UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE RV ZONING CLASSIFICATION SHALL GOVERN.
- GRAPHICS AND ALTERATIONS. THE SCHEMATIC DEPICTIONS LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. CHANGES TO THE REZONING PLAN NOT ANTICIPATED BY THE REZONING PLAN WILL BE REVIEWED AND APPROVED AS ALLOWED BY ORDINANCE.

SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDE FOR FLEXIBILITY IN ALLOWING SOME ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MINOR MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING THE ADMINISTRATIVE AMENDMENT PROCESS PER THE ORDINANCE. THESE INSTANCES WOULD INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.

THE PLANNING DIRECTOR WILL DETERMINE IF SUCH MINOR MODIFICATIONS ARE ALLOWED PER THIS AMENDED PROCESS, AND IF IT IS DETERMINED THAT THE ALTERATION DOES NOT MEET THE CRITERIA DESCRIBED ABOVE, THE PETITIONER SHALL THEN FOLLOW THE ADMINISTRATIVE AMENDMENT PROCESS OF THE ORDINANCE. IN EACH INSTANCE, HOWEVER, SUBJECT TO THE PETITIONER'S APPEAL RIGHTS SET FORTH IN THE ORDINANCE.

- NUMBER OF BUILDINGS PRINCIPAL AND ACCESSORY. THE TOTAL NUMBER OF PRINCIPAL BUILDINGS TO BE DEVELOPED ON THE SITE SHALL NOT EXCEED ONE HUNDRED FIFTY-SEVEN (157). ACCESSORY BUILDINGS AND STRUCTURES LOCATED ON THE SITE SHALL NOT BE CONSIDERED IN ANY LIMITATION ON THE NUMBER OF BUILDINGS ON THE SITE.

2. PERMITTED USES & DEVELOPMENT LIMITATION:

- THE SITE MAY BE DEVELOPED WITH UP TO ONE HUNDRED FIFTY-SEVEN (157) SINGLE-FAMILY DETACHED DWELLING UNITS.
- THE MINIMUM LOT SIZE SHALL BE 8,500 SQUARE FEET WITH A MINIMUM LOT WIDTH OF SIXTY-FIVE (65) FEET.

3. ACCESS AND TRANSPORTATION:

- ACCESS TO THE SITE WILL BE FROM STALLINGS ROAD AND A POTENTIAL FUTURE CONNECTION ALONG THE WESTERN PROPERTY LINE IN THE MANNER GENERALLY DEPICTED ON THE REZONING PLAN.
- THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE TOWN OF HARRISBURG AND/OR NC DOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
- THE PETITIONER SHALL INSTALL TRANSPORTATION IMPROVEMENTS PER THE APPROVED TRAFFIC IMPACT ANALYSIS.

4. ARCHITECTURAL STANDARDS:

- THE BUILDING MATERIALS USED ON THE PRINCIPAL BUILDINGS CONSTRUCTED ON SITE WILL BE A COMBINATION OF PORTIONS OF THE FOLLOWING: BRICK, STONE, PRECAST STONE, PRECAST CONCRETE, SYNTHETIC STONE, CEMENTITIOUS FIBER BOARD, EPS, STUCCO, DECORATIVE BLOCK AND/OR WOOD. VINYL OR ALUMINUM AS A BUILDING MATERIAL MAY ONLY BE USED ON WINDOWS, SOFFITS AND HANDRAILS/RAILINGS. THE PROPOSED ROOFING MATERIALS WILL BE ARCHITECTURAL SHINGLES, WOOD SHAKE, SLATE, TILE AND/OR METAL.
- THE MINIMUM SINGLE-FAMILY RESIDENTIAL UNIT SIZE SHALL BE 1,800 SQUARE FEET FOR A SINGLE STORY UNIT AND 2,400 SQUARE FEET FOR A 2-STORY UNIT.
- THE PETITIONER AGREES TO RESTRICT CLADDING MATERIALS FOR ALL BUILDINGS TO CLADDING PRODUCTS OTHER THAN VINYL SIDING.

5. STREETScape, BUFFERS, YARDS, AND LANDSCAPING:

- A TWENTY-FIVE (25) FOOT CLASS A BUFFER LANDSCAPE EASEMENT SHALL BE PROVIDED AS GENERALLY DEPICTED.
- A FIFTY-FIVE (55) FOOT RIGHT-OF-WAY FROM THE EXISTING CENTER LINE ALONG STALLINGS ROAD SHALL BE PROVIDED AS GENERALLY DEPICTED.
- A FIFTY (50) FOOT TYPE D BUFFER ADJACENT TO THE RIGHT-OF-WAY ALONG STALLINGS ROAD CONSISTING OF A LANDSCAPE BERM AND ASSOCIATED FEATURES SHALL BE PROVIDED AS GENERALLY DEPICTED.
- THE SITE SHALL MEET THE PROVISIONS OF THE ORDINANCE RELATED TO CONNECTIVITY PROVIDED.

6. ENVIRONMENTAL FEATURES AND OPEN SPACE:

- THE SITE SHALL COMPLY WITH STORMWATER AND WATER QUALITY REQUIREMENTS AS SET FORTH IN THE ORDINANCE.
- THE STORMWATER FACILITY WILL PROVIDE PEAK DISCHARGE CONTROL (DETENTION) UP TO THE TWENTY FIVE (25) YEAR STORM.
- THE PETITIONER SHALL INSTALL A TEN (10) FOOT WIDE GREENWAY TRAIL ON ADJACENT PARCEL PIN 5517015236000 AND 5517213800000 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE SEVENTY-FIRST (71) HOME TO BE CONSTRUCTED ON THE SITE CONTINGENT UPON THE TOWN OF HARRISBURG SECURING AN EASEMENT FROM CABARRUS COUNTY TO ALLOW THE PETITIONER TO CONSTRUCT THE TRAIL.

IN THE EVENT THAT THE EASEMENT IS NOT SECURED BY THE TOWN OF HARRISBURG WITHIN TWO YEARS OF THE DATE OF APPROVAL OF THIS REZONING, THE PETITIONER SHALL HAVE THE OPTION TO INSTEAD EXERCISE THE FEE-IN-LIEU PROVISION OF THE ORDINANCE FOR THE FUTURE CONSTRUCTION OF THE GREENWAY TRAIL TO BE COMPLETED BY THE TOWN OF HARRISBURG OR OTHERS.

- THE PETITIONER SHALL PROVIDE A TEN (10) FOOT WIDE PATH (SECONDARY GREENWAY) TO PROVIDE A CONNECTION ALONG THE EASTERN PROPERTY LINE FROM STALLINGS ROAD TO THE PROPOSED GREENWAY AS GENERALLY DEPICTED. THE ALIGNMENT OF THE SECONDARY GREENWAY MAY BE MODIFIED TO ALIGN WITH THE PROPOSED PEDESTRIAN BRIDGE. THE PETITIONER SHALL CONTRIBUTE FIFTY PERCENT OF THE COST OF THE BRIDGE AND CONSTRUCTION RELATED TO THE BRIDGE PROVIDED THE PETITIONER HAS FINAL APPROVAL ON THE DESIGN AND LOCATION OF THE BRIDGE.
- THE PETITIONER SHALL PROVIDE A TWENTY-FIVE (25) FOOT WIDE EASEMENT AS GENERALLY DEPICTED ON THE REZONING PLAN TO PROVIDE FUTURE ACCESS TO THE PROPOSED GREENWAY. CONSTRUCTION OF THE ACCESS WITHIN THE EASEMENT SHALL BE COMPLETED BY OTHERS.
- THE PETITIONER AGREES TO COMPLETE A LOMR-F PRIOR TO ANY FILL ACTIVITY TAKING PLACE WITHIN THE FLOODPLAIN ON THE SITE.

- WET DETENTION STORMWATER BMP(S) WILL BE ENCLOSED WITH BLACK VINYL COATED CHAIN-LINK FENCING. ALL STORMWATER BMP(S) WILL BE SURROUNDED BY LANDSCAPING.

7. MISCELLANEOUS PROVISIONS:

- PETITIONER AGREES TO OBTAIN ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY OCCURS ON THE SITE.
- THE RENTAL OF HOMES ON THE SITE WILL BE LIMITED TO 10% OF THE TOTAL NUMBER OF HOMES.

8. AMENDMENTS TO THE REZONING PLAN:

- FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

9. BINDING EFFECT OF THE REZONING APPLICATION:

- IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.



REZONE SITE PLAN
CAMELLIA GARDENS
HARRISBURG, NORTH CAROLINA
FOR
SHEA HOMES

Project Manager
AHS
Drawn By
AHS
Checked By
HN
Date
12-17-18
Project Number
18021



DPR Associates, Inc. ■ 420 Hawthorne Lane ■ Charlotte, NC 28204
phone 704. 332. 1204 ■ fax 704. 332. 1210 ■ www.dprassociates.net

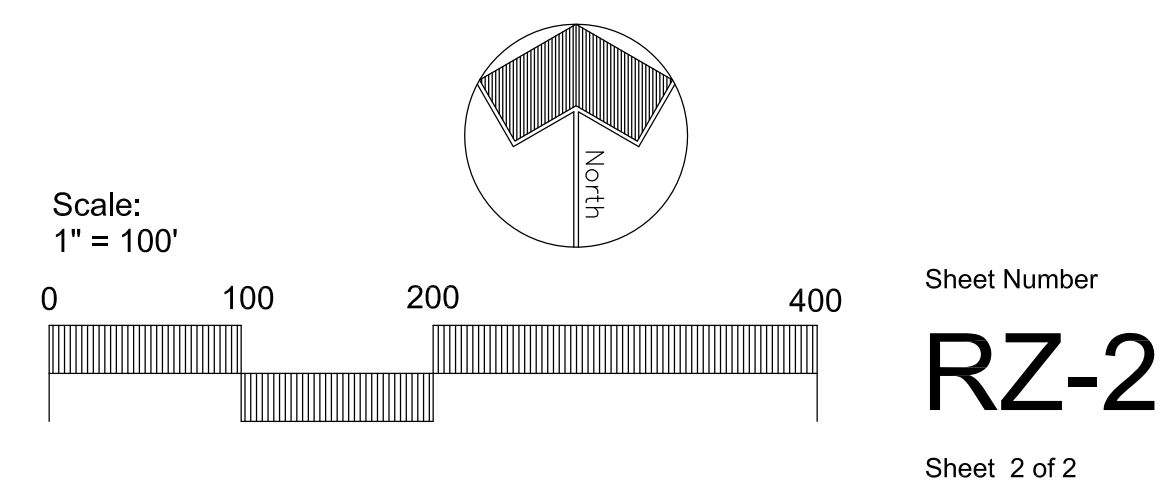


NOTE:
THE ABOVE IMAGES ARE CONCEPTUAL IMAGES FOR THE PROPOSED HOMES AND ARE INTENDED TO REFLECT AN ARCHITECTURAL STYLE AND THE QUALITY OF HOMES TO BE CONSTRUCTED ON THE SITE. THE ACTUAL HOMES CONSTRUCTED ON THE SITE MAY VARY FROM THESE CONCEPTUAL IMAGES PROVIDED THAT THE DESIGN INTENT IS PRESERVED.

Project Manager
AHS
Drawn By
AHS
Checked By
HN
Date
11-19-18
Project Number
18021

DPR landscape architecture
civil engineering
planning
DPR Associates, Inc. ■ 420 Hawthorne Lane ■ Charlotte, NC 28204
phone 704. 332. 1204 ■ fax 704. 332. 1210 ■ www.dprassociates.net

HOUSING EXAMPLES
CAMELLIA GARDENS
HARRISBURG, NORTH CAROLINA
FOR
SHEA HOMES





Town of Harrisburg
Planning and Zoning Department

DATE: July 6, 2019

SUBJECT:

Request H-2018-08-(R): To rezone approximately 85.35 acres from RE, Rural Estate to RV-CZ, Conditional Residential Village

Location: The subject property is located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. PINs 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000, and 55079255470000.

Applicant: Mike Shea on behalf of Shea Homes

Staff Report Prepared by: Sushil Nepal, AICP, Planning & Economic Development Director

Neighborhood Meeting: Held December 13th, 2018

BACKGROUND:

Area: ±85.35 acres Total

Existing Land Use: Vacant/Single-Family Residential

Zoning within 500 ft:

- North – RE, Residential Estate
CU-OI, Conditional Office-Institutional
PID, Public Interest District
RL, Residential Low Density
- South – O-I, Office-Institutional
FDPO, Floodplain Overlay District
- East – O-I, Office-Institutional
RL, Rural Low Density
- West – RM-1, Residential Medium Density
RE, Rural Estate

Land Uses within 500 ft: North – Institutional, Single-Family Residential
 South – Institutional
 East – Vacant and Single-Family Residential
 West – Single-Family Residential

APPLICATION SUMMARY:

- The applicant proposes to develop 157 single-family homes. To achieve this, the applicant is requesting that the property be rezoned from the current RE district to Conditional RV in accordance with the site plan submitted with the application.
- The proposed density of the site is 1.84 dwelling units per acre. The RV district has a maximum density of 8 dwelling units per acre.
- Per the Town subdivision regulations, the applicant is providing dedicated public open space. Shea Homes shall install a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to the future Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of a certificate of occupancy for the first 71 homes to be constructed on the site. Shea Homes will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways.
- In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, Shea Homes shall have the option to instead exercise the fee-in-lieu provision of the UDO, which is calculated to be \$165,000.
- As a conditional zoning request, the applicant has submitted a site plan along with the request for rezoning, which is attached for your consideration.

APPROVAL CRITERIA:

1. The size of the tract in question;

The subject property is approximately 85.35 acres in size.

2. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the goals, objectives and policies of the Ordinance;

Per the Unified Development Ordinance, the intent of the proposed district depicted on the submitted site plan is as follows:

***RV:** The RV district is established to provide areas for detached and attached single family homes, with a maximum of eight (8) dwelling units per acre, in areas where large-lot development is discouraged and adequate public facilities and services are available. RV supports the principles of concentrating urban growth and reinforcing existing community centers.*

Per the Harrisburg Area Plan, the subject property is located in an area designated on the future land use maps as Medium Density Residential. The description of Medium Density Residential is as follows:

“This area is comprised of predominantly single-family detached homes but may include attached single family units, such as townhomes and duplexes. The mix of housing types intends to create neighborhoods with a density range of 3 to 4 dwelling units per acre. Improved open spaces are interspersed and the streetscape is more formal.”

Based on the description of the Medium Density Residential land use classification, the proposed development, at 1.84 dwelling units per acre, would fall below the threshold of 3 to 4 dwelling units per acre that has been set for this area.

With regard to the overall goals of the plan, recommendation LU-5 states that the Town should “Expand Housing Options” to appeal to a broad range of audiences.

Recommendation LU-7 of the plan recommends consistency between the Town’s zoning regulations and the adopted future land use map. A table included as part of this goal establishes the “appropriate” districts to use when making zoning decisions based on the Future Land Use Map. The map, as previously stated, designates this area as Medium Density Residential. The table indicates that the RV district is appropriate for this land use classification.

3. The benefits or detriments for the owner, neighbors and surrounding community;

The benefits to the owner of the property would be that single-family residential development at the proposed density of 1.84 dwelling units per acre could be achieved under the proposed zoning. The existing zoning restricts density to 1 dwelling unit per acre.

Detriments to the neighbors and surrounding community are consistent with those expected with additional residential development, such as traffic congestion and additional student generation. To help mitigate traffic congestion, the developer has undergone a Traffic Impact Analysis (TIA) and will be required to implement the suggested roadway improvements provided by the TIA report.

Benefits to the neighbors and surrounding community include the dedication and construction of a public greenway access to future Back Creek Greenway.

4. Whether the proposed request is in compliance with the adequate public facilities criteria;

a. Utilities:

Utilities are available in this area, and are sufficient to meet the needs of this property. Water and sewer access are located along Stallings Road. Any utility

line extensions or upgrades necessary to serve this development will be the responsibility of the developer.

b. Transportation:

A Traffic Impact Analysis (TIA) was required for a development of this site, a TIA has been completed and the applicant has agreed to all improvements recommended in the TIA.

c. Safety and Sanitation Services:

Adequate police, fire, and sanitation services are available for this use.

d. Schools:

Per Cabarrus County, the APF Ordinance for schools is currently not being enforced after a ruling by the NC Supreme Court. However, Cabarrus County Schools does still review the capacity of the K-12 schools that this development will feed into, and provides future capacity numbers based on the units proposed. For this site, Cabarrus County has provided the following information:

Proposed Student Generation:

Elementary	-	60
Middle	-	30
High	-	40

Current Capacity:

Elementary (Harrisburg)	-	110.34%
Middle (Hickory Ridge)	-	112.06%
High (Hickory Ridge)	-	102.47%

Future Capacity (based on unbuilt lots and including this request):

Elementary (Harrisburg)	-	145.60%
Middle (Hickory Ridge)	-	142.31%
High (Hickory Ridge)	-	130.20%

With regard to future capacity, Cabarrus County Schools offered the following statement:

“The Cabarrus County Board of Education has addressed the elementary capacity issue by purchasing land and constructing a new school on Hickory Ridge Road projected to open in the fall of 2020. It is anticipated that the new attendance area for the Hickory Ridge Elementary School will address the current capacity issue at Harrisburg, Patriots, Rocky River, and Pitts School Road elementary schools. The high school capacity issue is being addressed with the construction of the new high school on Weddington Road projected to open in

the fall of 2020. The attendance area for the West Cabarrus High School has not been determined but is expected to involve multiple high schools to address the over-capacity issue. The middle school growth issue is addressed in the CCS 10-Year Plan. This would require purchasing land and the construction of a new school projected to open in 2023. The land purchase and construction funding for the middle school has not been approved.”

5. The relationship of the uses envisioned under the new zoning and the uses currently present in adjacent tracts. The Commission shall consider the following:

- a. Whether the proposed zoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting or other nuisances;**

The net density of the proposed development (1.84 dwelling units per acre) is similar to the observed density of surrounding developed neighborhoods. Although the overall density is similar, the lot sizes permitted in the proposed RV district are all smaller than what is observed in neighboring developments, where the proposed lots are typically around 0.20-0.23 acres in size and the neighbors are 0.35-1.0 acres in size. With regard to specific uses, the single-family homes proposed for this development would not be incompatible with surrounding land uses.

- b. Any change of character in the area due to installation of public facilities, other zoning changes, new growth changes, deterioration, and development;**

The most recent change in this area is the recent rezoning approval for Stallings Road Subdivision H2018-06-(R), which was approved by Town Council on October 8th, 2018.

The Stallings Road corridor, and the southern part of Harrisburg, in general, is a fast-growing area that is undergoing constant and rapid change. Per the intent of the Land Use Plan, this area is designated to continue growing with residential development expected at 3 to 4 dwelling units per acre. Like all other development activity in this area, the development of this land would convert farm and forestland into residential neighborhoods.

- c. The zoning districts and existing land uses of the surrounding properties;**

The areas around this property are generally zoned for low to medium density residential use, while the school complexes and public park to the north and south of Stallings Road are zoned for conditional office-institutional and public interest use. Existing land use patterns in the area typically consist of low density

residential neighborhoods and agricultural land, with the schools being the major exception to this.

d. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

The property is suitable for the uses which it has been restricted to under the existing zoning classification.

e. Whether the rezoning is compatible with the adjacent neighborhood, especially concerning neighborhood stability and character;

As previously mentioned, the specific use of the property, single family residential, is consistent with surrounding neighborhoods. The primary point of potential inconsistency would be the introduction of smaller lots into this area.

f. The length of time the subject property has remained vacant as zoned (if applicable);

This property has been used for residential and agricultural purposes.

g. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;

Land supply is not a direct issue in this area.

6. Whether the existing zoning was in error at the time of adoption.

The existing zoning was not in error at the time of adoption.

Furthermore, as a Conditional Zoning request, the Board must consider the following criteria:

7. The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the current Land Use Plan.

The rezoning application to RV district to the property, with the proposed density limitation, is consistent with the density and lot size standards established for the base RV Zoning District and Medium Density Residential land use classification.

The proposal would restrict permitted uses to single family residences, which are appropriate in this area.

- 8. The use(s) requested are among those listed as an eligible permitted or conditional use in the general use district as included in the rezoning request.**

The applicant is seeking for the following uses to be allowed in this Conditional Zoning District:

- Single-Family Detached Residential, this use is allowed in the RV District.

- 9. The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare and vibration and not create a nuisance.**

From a design perspective, mitigating traffic concerns on Stallings Road near the intersection of Veterans Road and the entrance to Harrisburg Elementary School, particularly at peak morning and afternoon drive times, is perhaps the most difficult issue to overcome. Given the number of lots in the proposed development, a second access point is required, per the NC Fire Code, for emergency access. One access is to be right-in-right-out and the other is to be full movement. The subdivision entrances would align with the entrance to Stallings Road Park and Harrisburg Elementary School. Both entries would add road improvements to Stallings Road, as required per the TIA.

All landscaping buffers shown are adequate to meet the needs of the adjacent properties.

- 10. The use limitations and conditions as proposed and/or imposed for the requested district can reasonably be implemented and enforced for the subject property.**

The conditions proposed and imposed for this district can be reasonably implemented on this site.

- 11. When implemented the proposed and/or imposed use limitations and conditions will mitigate specific land development issues that would likely result if the subject property were zoned to accommodate all the uses and the minimum standards of the corresponding general zoning district. If any standards are proposed that are different from the underlying zoning district, the applicant must clearly demonstrate that the overall resultant project is greater than that which is typically allowed by the general district.**

All proposed conditions recommended by staff are to bring the site into conformance with local and state regulations.

- 12. The applicant has agreed to accept the use limitations and conditions as proposed and/or imposed for the requested district.**

The applicant will need to agree to all conditions listed in this staff report. Any additional conditions placed on this property will need the acceptance of the applicant before a decision is made on this application.

13. For an approval, the Board must adopt a consistency statement that the amendment being considered is either consistent or inconsistent with the adopted land use plan and that the Board considers the action to be reasonable and in the public interest.

Both the Planning Board and the Town Council will need to adopt a consistency statement when a recommendation or decision is made on this item.

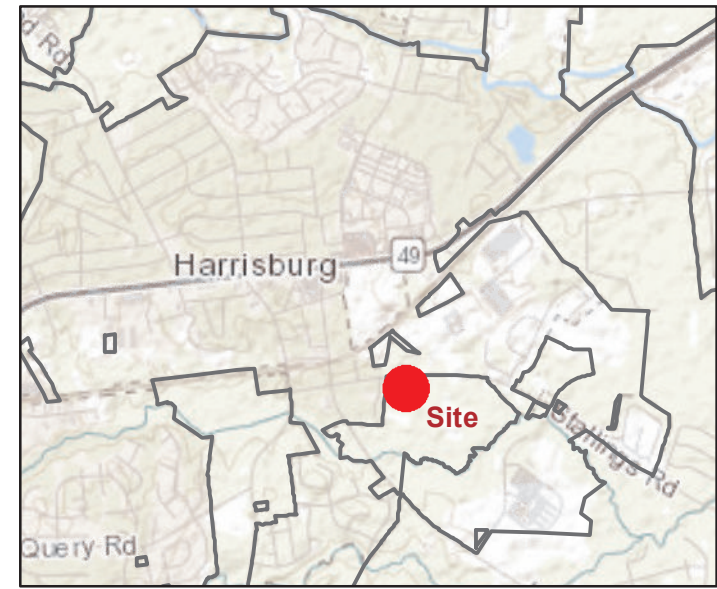
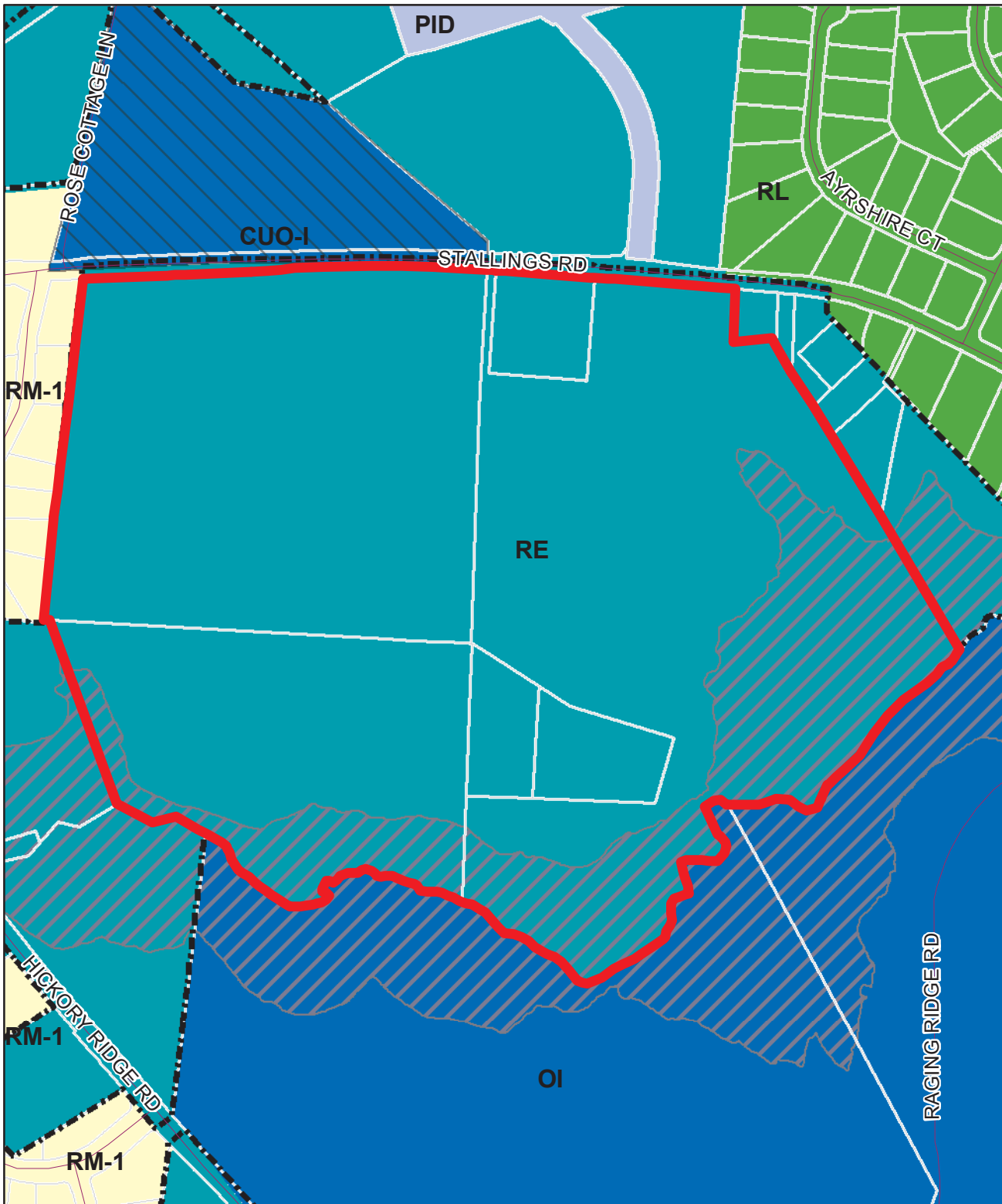
APPROVAL WITH CONDITIONS:

The proposal is a conditional zoning request. Conditions may be imposed on the zoning action, staff recommends that the following conditions be placed on this project. The Planning and Zoning Board reviewed and concurred with the following conditions for Town Council consideration.

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.
2. Applicant agrees to restrict cladding materials for all buildings to cladding products other than vinyl siding.
3. Applicant agrees to dedicate land for Public Open Space as required in the UDO.
4. Applicant agrees to construct a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of a certificate of occupancy for the first 71 homes to be constructed on the site. The applicant will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways. In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, the applicant shall have the option to instead exercise the fee-in-lieu provision of the UDO, which is calculated to be \$165,000
5. Applicant agrees to install all required improvements as identified in the Traffic Impact Analysis (TIA).
6. Applicant agrees to provide easement to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the projects sewer system.
7. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.

RECOMMENDATION:

With the conditions proposed, the rezoning request is consistent with the Harrisburg Area Plan. Planning and Zoning Department staff supports approval of the rezoning request with conditions.



H 2018-08-(R) Camellia Gardens Subdivision Shea Homes

Applicant: Shea Homes

Current Zoning: RE (Rural Estate)

Proposed Zoning: CZ-RV
(Conditional Residential Village)

-  Site
-  Town Limits
-  Floodplain Overlay
-  Parcels



0 250 500 1,000 Feet

Traffic Impact Analysis for
Camellia Gardens
Harrisburg, North Carolina

Prepared for:

Town of Harrisburg
Harrisburg, North Carolina

Prepared by:

Kimley-Horn and Associates, Inc.
NC License #F - 0102
200 South Tryon Street, Suite 200
Charlotte, North Carolina 28202
(704) 333-5131

June 2019
018536028



Laura N Reid
6/18/19

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1.0 Executive Summary

The purpose of this Traffic Impact Analysis (TIA) is to evaluate the vehicular traffic impacts on the surrounding transportation infrastructure as a result of the proposed Camellia Gardens subdivision. The primary objectives of the study are:

- To estimate trip generation and distribution for the proposed development.
- To perform intersection capacity analyses for the identified study area.
- To determine the potential traffic impacts of the proposed development.
- To identify improvements to mitigate the proposed development's traffic impacts.

The proposed Camellia Gardens subdivision is located south of Stallings Road and east of Harrisburg Veterans Road in Harrisburg, North Carolina. Based on the site plan provided by the applicant, the proposed development is currently envisioned to consist of approximately 165 single-family homes.

For the purposes of this TIA, a build-out year of 2023 was considered at the direction of the Town. Based on the provided site plan and information provided by the applicant, the proposed development will be accessed via the following:

- Site Access #1 – right-in/right-out access at the existing Stallings Road and Stallings Road Park Drive intersection
- Site Access #2 – full-movement at the existing Stallings Road and Harrisburg Elementary School Drive intersection.

A TIA scoping meeting was held with the Town of Harrisburg and representatives of the applicant in Harrisburg on May 23, 2018, to obtain background information and to ascertain the scope and parameters to be included in this TIA. A Memorandum of Understanding (MOU) was developed based on discussions from this meeting and additional coordination with the Town and the Applicant in November 2018 that documented all scoping parameters to be used for the TIA. This scope was reviewed and agreed upon by the Town of Harrisburg and the applicant. Additionally, North Carolina Department of Transportation (NCDOT) reviewed and approved the MOU, which is included in the **Appendix**.

The following AM and PM peak-hour scenarios were analyzed to determine the proposed development's transportation impacts on the surrounding network:

- 2018 Existing Conditions
- 2023 Background Conditions
- 2023 Build-out Conditions

Based on coordination with the Town, NCDOT and the applicant, this TIA evaluated operations under each of the AM and PM peak-hour scenarios above for the following study area intersections:

1. Robinson Church Road and Tom Query Road
2. Stallings Road and Harrisburg Veterans Road
3. Stallings Road and Stallings Road Park Drive/Site Access #1
4. Stallings Road and Harrisburg Elementary School Drive/Site Access #2
5. Stallings Road and Raging Ridge Road/Stallings Road Subdivision

Note that for the purposes of this analysis, Stallings Road was considered to have an east/west orientation.

Kimley-Horn was retained to determine the potential traffic impacts of this development (in accordance with the traffic study guidelines in the *NCDOT Policy on Street and Driveway Access to North Carolina Highways* and set forth by the *Town of Harrisburg Unified Development Ordinance – Appendix F*), and to identify transportation improvements that may be required to mitigate these impacts. This report presents trip generation, distribution, capacity analyses, and identified transportation improvements required to mitigate anticipated traffic demands produced by the subject development.

Based on the capacity analyses performed at each of the identified study intersections, along with review of the auxiliary turn-lane warrants contained herein, the following improvements are identified to mitigate the impact of the proposed development on the adjacent street network:

Robinson Church Road and Tom Query Road

- Contribution of 25% of the overall cost of planned Town improvements to this intersection, not to exceed \$100,000

Stallings Road and Harrisburg Veterans Road

- Restriping of the eastbound through lane to provide a shared through-left lane
- Implementation of split phasing on the eastbound and westbound approaches
- Installation of a traffic signal at the intersection of Stallings Road and Hickory Ridge Road to be connected to the signal cabinet at Stallings Road and Harrisburg Veterans Road

Stallings Road and Stallings Road Park Drive/Site Access #1

- Installation of an eastbound right-turn lane from Stallings Road into Site Access #1 with 100 feet of storage
- Installation of an 8' concrete median to serve as a refuge for pedestrian crossing and to convert the intersection to a right-in/right-out

Stallings Road and Harrisburg Elementary School Drive/Site Access #2

- Installation of a roundabout
- Construction of a single lane northbound approach
- Construction of a southbound right-turn lane from the Elementary School Drive onto Stallings Road with a minimum of 250 feet of storage (accomplished via restriping of the existing turn lanes)
- Construction of a single lane eastbound approach
- Construction of a westbound right-turn lane from Stallings Road into the Elementary School Drive with 100 feet of storage
- Construction of second receiving lane on the Elementary School Drive (this lane will be constructed by the developer at the cost of the Town)

Per the Town, installation of a High-Intensity Activated Crosswalk (HAWK) beacon or rapid-flashing beacon will be required to provide a connection from the proposed development to Stallings Road Park.

The mitigation identified within the study area is shown in **Figure 1.1**. The improvements shown in this figure are subject to approval by NCDOT and the Town of Harrisburg. All additions and attachments to the State and Town roadway system shall be properly permitted, designed and constructed in conformance to standards maintained by the agencies.

2.0 Introduction

The proposed Camellia Gardens subdivision is located south of Stallings Road and east of Harrisburg Veterans Road in Harrisburg, North Carolina. Based on the site plan provided by the applicant, the proposed development is currently envisioned to consist of approximately 165 single-family homes.

For the purposes of this TIA, a build-out year of 2023 was considered at the direction of the Town. Based on the provided site plan and information provided by the applicant, the proposed development access will be access via the following:

- Site Access #1 – right-in/right-out access at the existing Stallings Road and Stallings Road Park Drive intersection
- Site Access #2 – full-movement at the existing Stallings Road and Harrisburg Elementary School Drive intersection

A TIA scoping meeting was held with the Town of Harrisburg and representatives of the applicant in Harrisburg on May 23, 2018, to obtain background information and to ascertain the scope and parameters to be included in this TIA. A Memorandum of Understanding (MOU) was developed based on discussions from this meeting and additional coordination with the Town and the Applicant in November 2018 that documented all scoping parameters to be used for the TIA. This scope was reviewed and agreed upon by the Town of Harrisburg and the applicant. Additionally, North Carolina Department of Transportation (NCDOT) reviewed and approved the MOU, which is included in the **Appendix**.

Kimley-Horn was retained to determine the potential traffic impacts of this development (in accordance with the traffic study guidelines in the *NCDOT Policy on Street and Driveway Access to North Carolina Highways* and set forth by *Town of Harrisburg Unified Development Ordinance – Appendix F*), and to identify transportation improvements that may be required to mitigate these impacts. This report presents trip generation, distribution, capacity analyses, crash analyses and identified transportation improvements required to mitigate anticipated traffic demands produced by the subject development.

3.0 Existing Traffic Conditions

Existing traffic conditions were coordinated with Town of Harrisburg and NCDOT staff and collected through field observations and turning-movement counts to establish the existing conditions baseline analysis.

3.1 STUDY AREA

Based on coordination with the Town, NCDOT and the applicant, the study area for this TIA includes the following existing intersections:

1. Robinson Church Road and Tom Query Road
2. Stallings Road and Harrisburg Veterans Road
3. Stallings Road and Stallings Road Park Drive/Site Access #1
4. Stallings Road and Harrisburg Elementary School Drive/Site Access #2
5. Stallings Road and Raging Ridge Road/Stallings Road Subdivision

Note that for the purposes of this analysis, Stallings Road was considered to have an east/west orientation.

Figure 3.1 shows the study area intersections and the site location, **Figure 3.2** shows the proposed site plan for the development as provided by the applicant and **Figure 3.3** shows the existing roadway geometry at the study intersections.

The primary roadways in the vicinity of the site are Stallings Road, Robinson Church Road, Robinson Church Road, and Harrisburg Veterans Road.

Stallings Road is currently a two-lane, undivided local road with a posted speed limit of 35 miles per hour (mph) in the vicinity of Harrisburg Veterans Road and 45 mph from Stallings Road Park to Rocky River Road. It should be noted that from 7:45 – 8:45 am and 2:30 – 3:30 pm the Stallings Road and Harrisburg Elementary School Drive and the Stallings Road and Raging Ridge Road intersections falls within a school zone with a posted speed limit of 35 mph. Stallings Road carries an annual average daily traffic (AADT) volume of 6,700 vehicles per day (vpd) east of Hickory Ridge Road based on 2017 NCDOT AADT data.

Robinson Church Road is currently a two-lane, undivided major collector with a posted speed limit of 45 mph. Robinson Church Road carries an AADT volume of 10,000 vpd west of Stallings Road based on 2017 NCDOT AADT data.

Tom Query Road is currently a two-lane, undivided local road with a posted speed limit of 45 mph. Tom Query Road carries an AADT volume of 6,000 vpd west of Robinson Church Road based on 2017 NCDOT AADT data.

Harrisburg Veterans Road is currently a four-lane, undivided major collector with a posted speed limit of 35 mph. Harrisburg Veterans Road does not have a posted NCDOT AADT.

3.2 EXISTING TRAFFIC VOLUME DEVELOPMENT

AM (7:00-9:00 AM) and PM (4:00-6:00 PM) intersection turning-movement, heavy-vehicle, pedestrian and bicycle counts were performed by National Data & Surveying Services on Thursday, September 20, 2018, at the following intersections:

1. Stallings Road and Harrisburg Veterans Road
2. Stallings Road and Raging Ridge Road/Stallings Road Subdivision

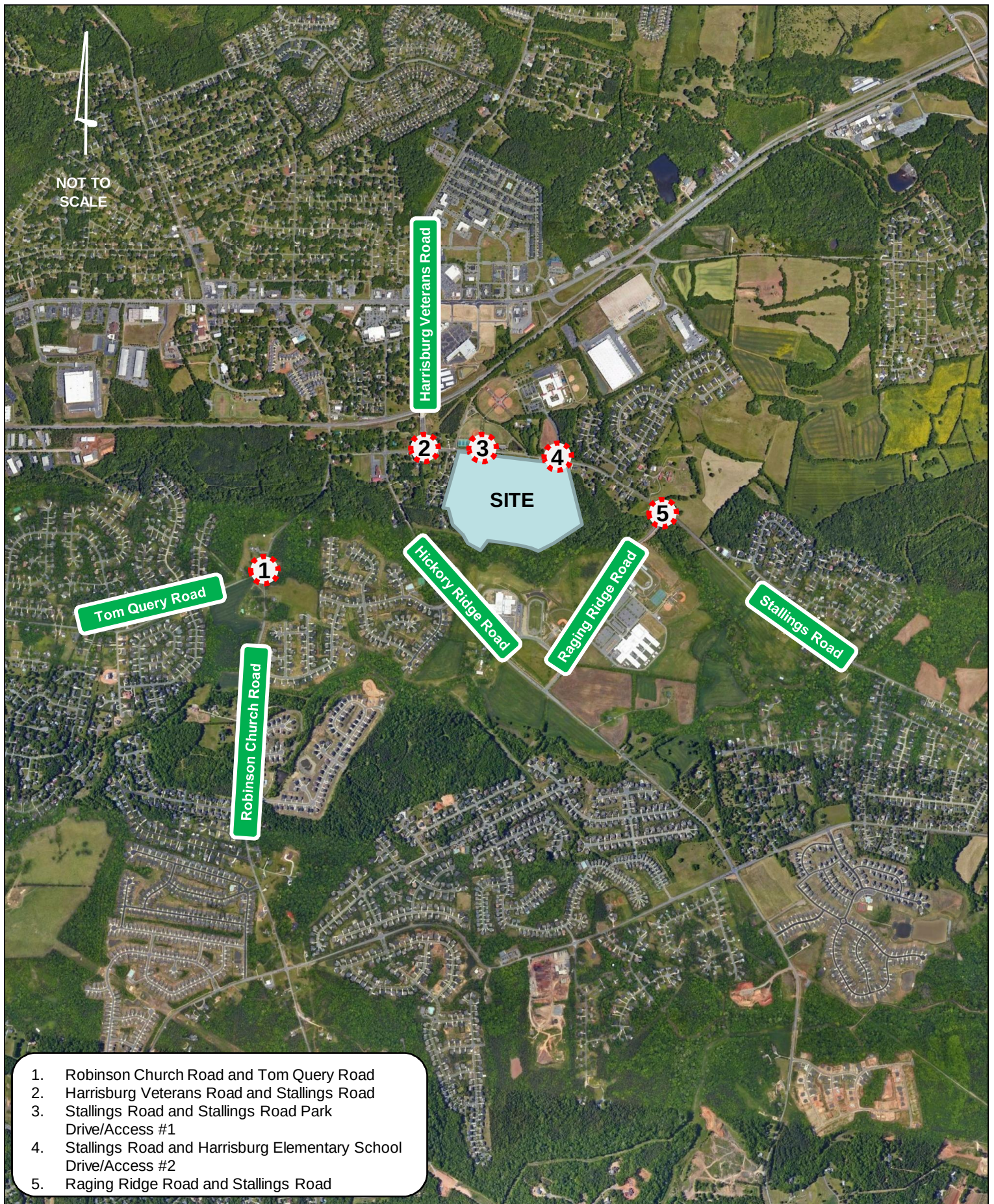
Intersection turning-movement counts were collected by Quality Counts, LLC on Tuesday, June 4, 2019, for the following intersections:

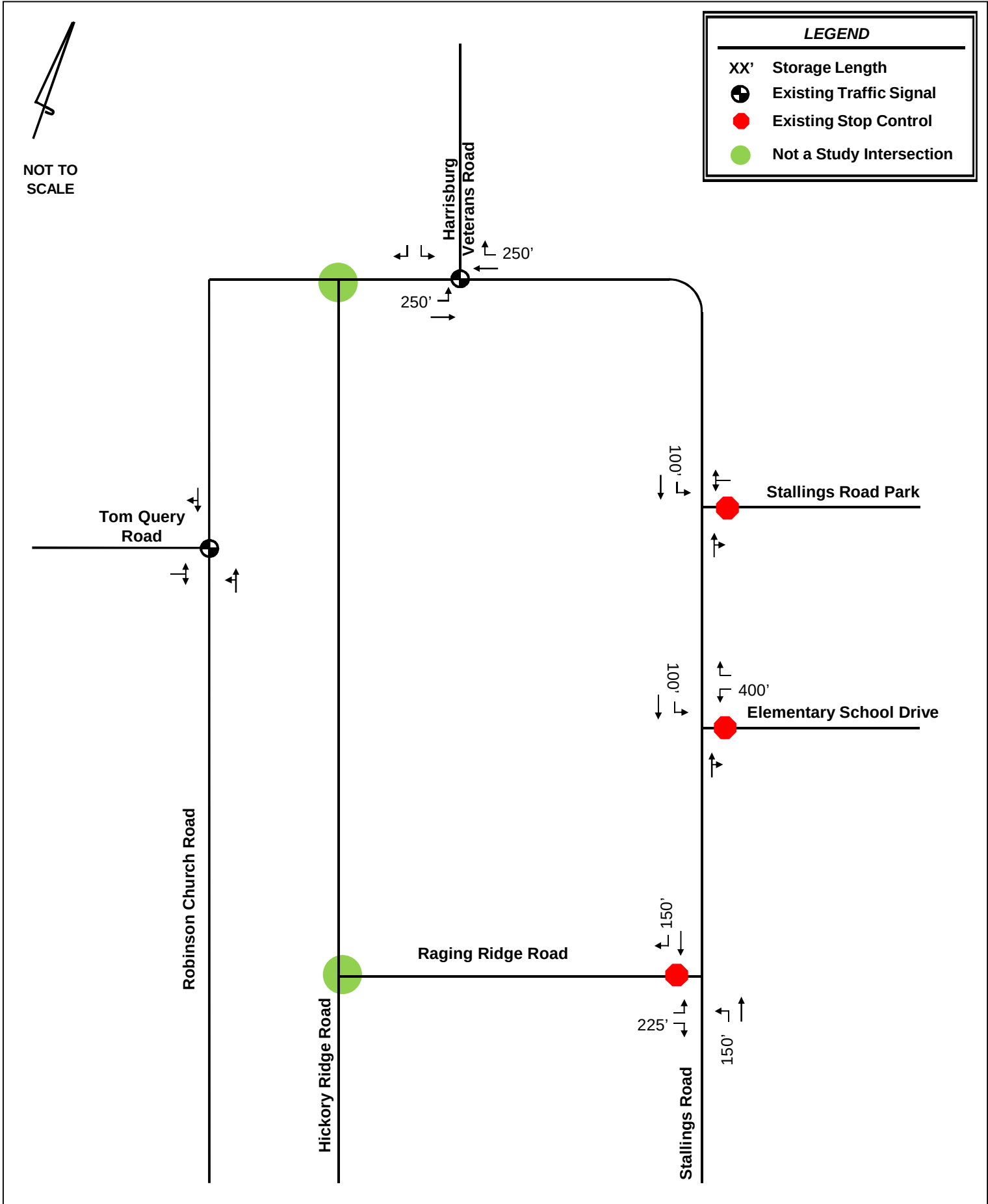
1. Stallings Road and Stallings Road Park Drive
2. Stallings Road and Harrisburg Elementary School Drive

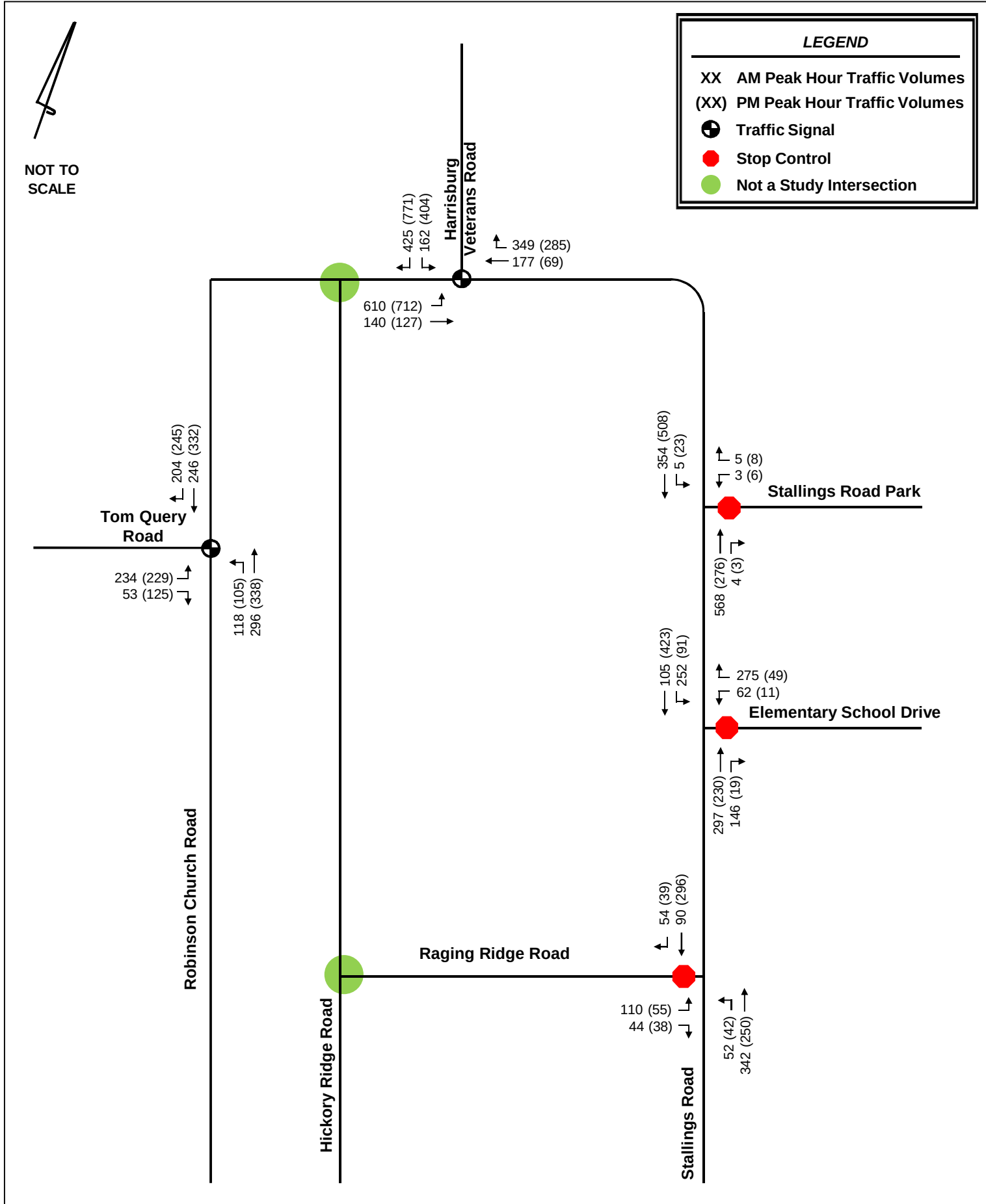
Additionally, intersection turning-movement counts were collected by National Data & Surveying Services on Wednesday, November 28, 2018 for the intersection of Robinson Church Road and Tom Query Road.

Volume balancing was performed along Stallings Road between Stallings Road Park Drive and Harrisburg Elementary School Drive but was not performed between the remaining study area intersections due to the presence of driveways and distance between the intersections. Peak-hour intersection turning-movement count data is provided in the **Appendix**.

Figure 3.4 illustrates the 2018 existing AM and PM peak-hour traffic volumes.







4.0 Background Traffic Volume Development

Projected background (non-project) traffic is defined as the expected growth or change in traffic volumes on the surrounding roadway network between the year the existing counts were collected and the expected build-out year absent the construction and opening of the proposed project. This includes both non-specific general growth based on historical increase in local traffic volumes (historical background growth), along with specific growth and/or change in traffic volumes caused by either approved, but not yet fully-constructed, off-site developments and/or planned transportation projects specifically identified within the vicinity of the proposed development.

4.1 HISTORICAL BACKGROUND GROWTH TRAFFIC

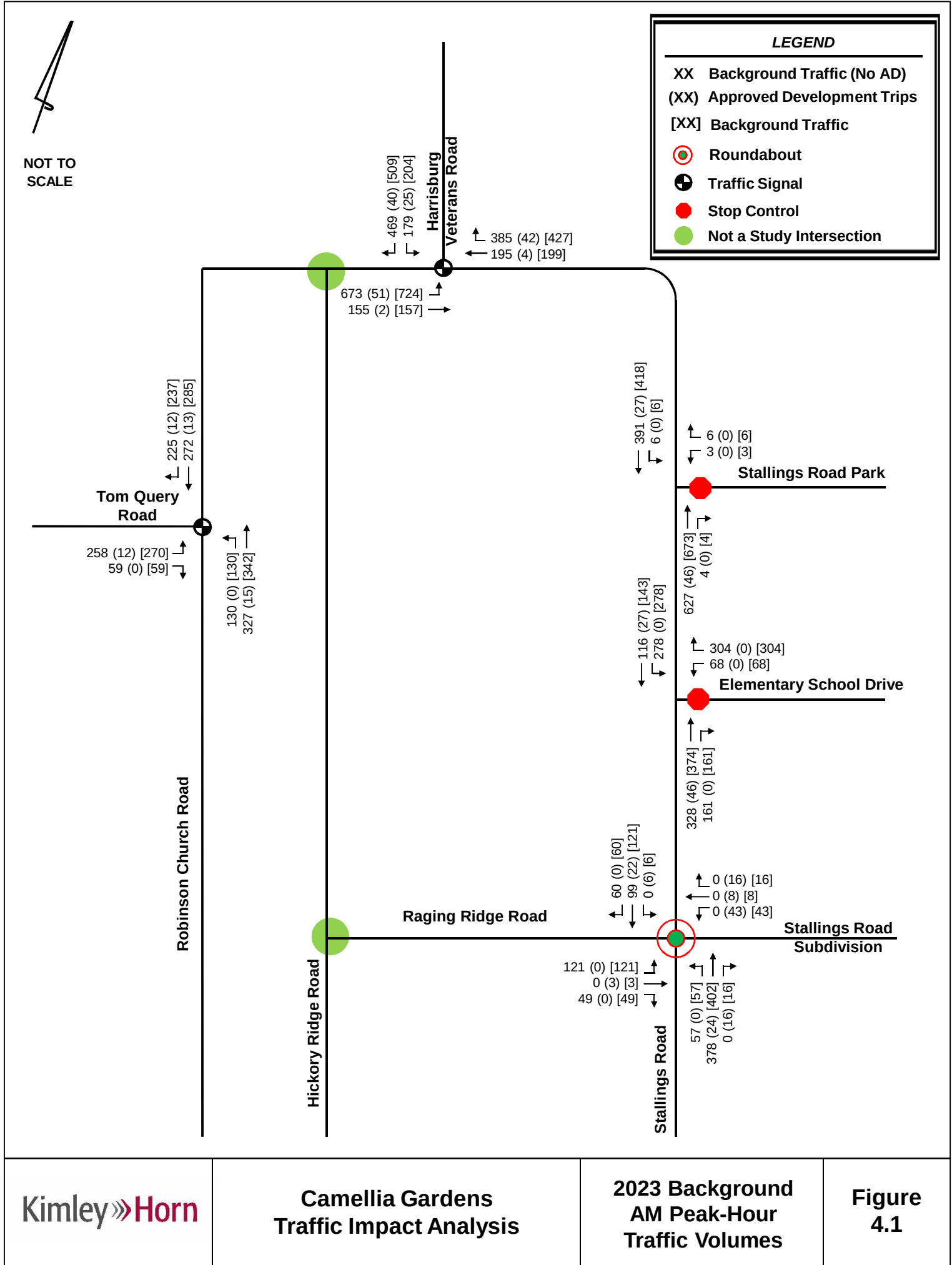
Historical background growth is the increase in existing traffic volumes due to usage increases and non-specific growth throughout the area, and accounts for growth that is independent of specific off-site developments or planned transportation projects. Historical background growth traffic is calculated using an annual growth rate, which is applied to the existing traffic volumes up to the future horizon years. For this analysis, an annual growth rate of 2.0% was applied to the 2018 existing peak-hour traffic volumes to calculate base 2023 background traffic volumes. This methodology was determined based on coordination with Town of Harrisburg and NCDOT staff.

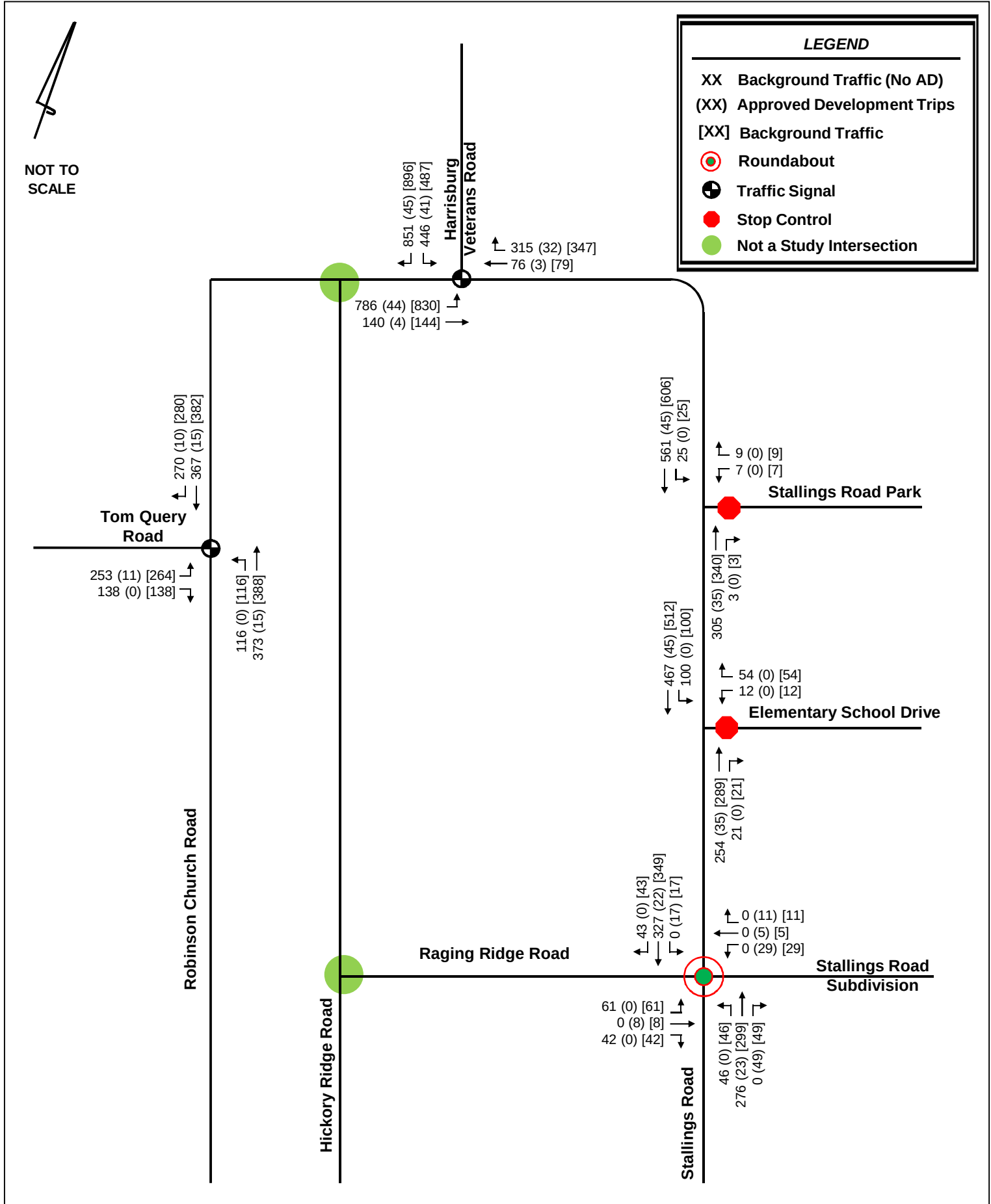
4.2 APPROVED DEVELOPMENTS

At the direction of the Town of Harrisburg and NCDOT staff, two approved developments, Harris Square and Stallings Road Subdivision, are expected to impact traffic volumes within the study area and were included in the background traffic volumes for this TIA. Per coordination with the Town, the Harris Square and Stallings Road Subdivision developments were assumed to be 40% and 0% built-out, respectively.

Volumes for these developments were obtained from the *Harris Square TIA* (Kimley- Horn, April 2016) and the *Stallings Road Subdivision TIA* (Kimley-Horn, October 2018). The existing traffic splits were used to carry and assign volumes appropriately at study area intersections that were not included in the approved TIAs.

Figures 4.1 and **4.2** show the 2023 background AM and PM peak-hour traffic volumes, respectively, that include the historical growth traffic and approved development trips.





5.0 Site Traffic Volume Development

Site traffic developed for this TIA is defined as the vehicle trips expected to be generated and added to the study area by construction of the proposed development, and the distribution and assignment of that traffic throughout the surrounding network.

5.1 SITE ACCESS

Based on the provided site plan and information provided by the applicant, the proposed development will be accessed via the following:

- Site Access #1 – right-in/right-out access at the existing Stallings Road and Stallings Road Park Drive intersection
- Site Access #2 – full-movement at the existing Stallings Road and Harrisburg Elementary School Drive intersection.

It should be noted that in the build-out condition, the Stallings Road Park Drive will be converted to right-in/right-out as well. Redistribution of left-turns in and out of this access were considered in the analysis and can be seen in **Figure 5.2** and **Figure 5.3**.

5.2 TRAFFIC GENERATION

The traffic generation potential of the proposed development was determined using the trip generation rates published in *Trip Generation* (Institute of Transportation Engineers, Tenth Edition, 2017).

Based on the site plan provided by the applicant, the proposed development is envisioned to include 165 single-family homes. **Table 5.1** summarizes the projected trip generation for the proposed residential development. During a typical weekday, the proposed development has the potential to generate 122 and 164 net new external trips during the AM and PM peak hours, respectively.

Table 5.1 - Trip Generation								
Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Single-Family Homes [ITE 210]	165 DU	1,648	122	31	91	164	103	61
Net New External Trips		1,648	122	31	91	164	103	61

5.3 SITE TRAFFIC DISTRIBUTION AND ASSIGNMENT

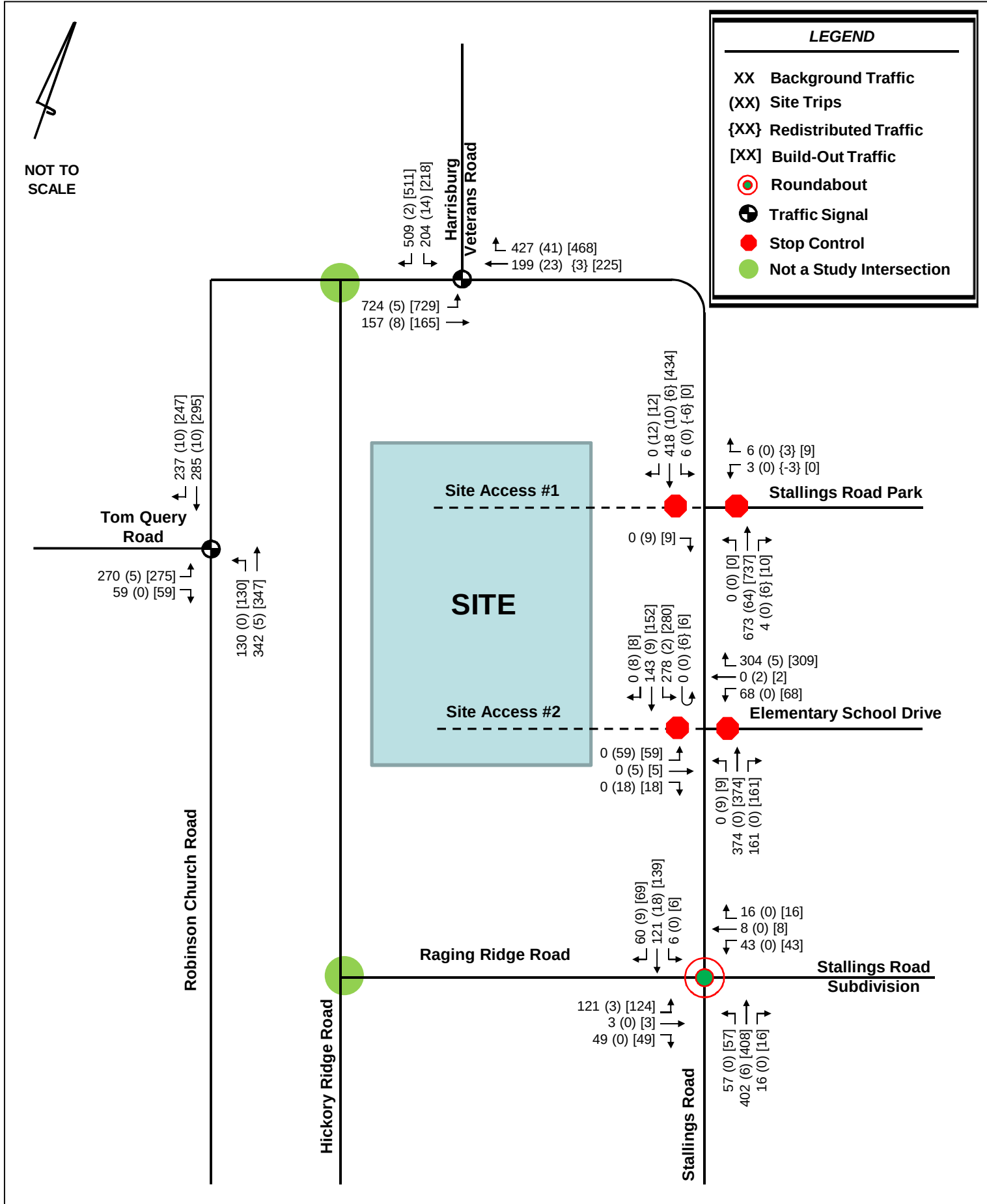
The proposed development's trips were assigned to the surrounding network based on existing peak-hour turning movements, surrounding land uses, locations of similar land use and population densities in the area. The following site traffic distribution was reviewed and approved as part of the MOU by the Town of Harrisburg, NCDOT and the applicant:

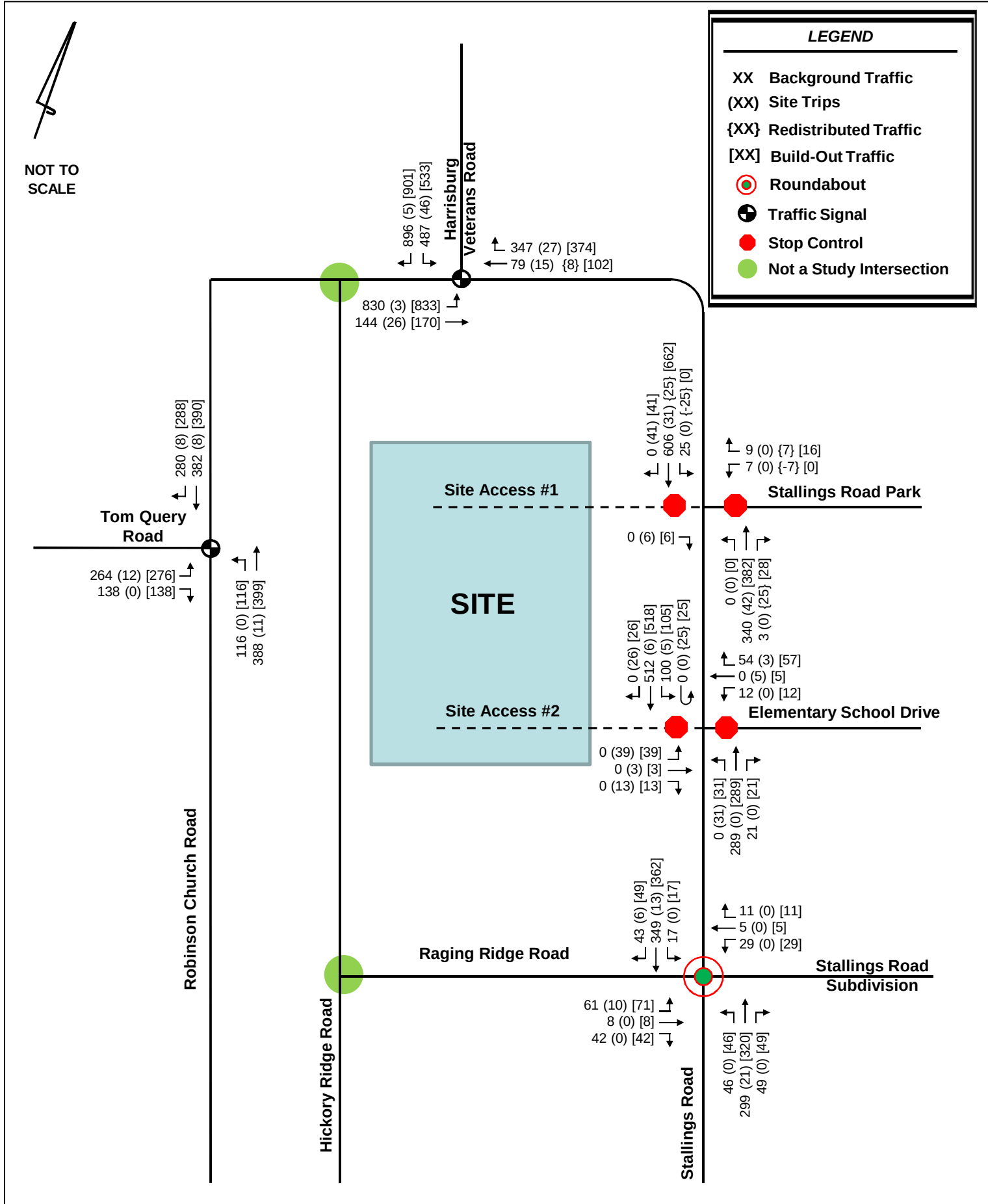
- 10% to/from the west along Tom Query Road
- 10% to/from the south along Robinson Church Road
- 20% to/from the south along Stallings Road
- 10% to/from the south along Hickory Ridge Road
- 50% to/from the north along Harrisburg Veterans Road

The overall site traffic distribution and assignment are shown in **Figure 5.1**.

5.4 BUILD-OUT TRAFFIC VOLUMES

The 2023 build-out traffic volumes include the assignment of the projected site traffic generation added to the 2023 background traffic volumes. **Figures 5.2** and **5.3** show the projected 2023 build-out traffic volumes for the AM and PM peak hours, respectively. Intersection volume development worksheets for all intersections and driveways within the study network are provided in the **Appendix**.





6.0 Capacity Analysis

Based on the requirements set forth by the *Town of Harrisburg Unified Development Ordinance – Appendix F* and in accordance with the traffic study guidelines in the *NCDOT Policy on Street and Driveway Access to North Carolina Highways*, capacity analyses were performed at the study area intersections for each of the following AM and PM peak-hour scenarios:

- 2018 Existing Conditions
- 2023 Background Conditions
- 2023 Build-out Conditions

Capacity analyses were performed for the AM and PM peak hours using the Synchro Version 9 software to determine the operating characteristics at the signalized and stop-controlled intersections of the adjacent street network and to evaluate the impacts of the proposed development. Capacity is defined as the maximum number of vehicles that can pass over a particular road segment, or through a particular intersection, within a specified period of time under prevailing operational, geometric and controlling conditions within a set time duration. This software program uses methodologies contained in the *Highway Capacity Manual* (HCM) to determine the operating characteristics of an intersection.

The *Highway Capacity Manual* (HCM) defines LOS as a “quantitative stratification of a performance measure or measures representing quality of service”, and is used to “translate complex numerical performance results into a simple A-F system representative of travelers’ perceptions of the quality of service provided by a facility or service”. The HCM defines six levels of service, LOS A through LOS F, with A having the best operating conditions from the traveler’s perspective and F having the worst. However, it must be understood that “the LOS letter result hides much of the complexity of facility performance”, and that “the appropriate LOS for a given system element in the community is a decision for local policy makers”. According to the HCM, “for cost, environmental impact, and other reasons, roadways are typically designed not to provide LOS A conditions during peak periods but instead to provide some lower LOS that balances individual travelers’ desires against society’s desires and financial resources. Nevertheless, during low-volume periods of the day, a system element may operate at LOS A.”

LOS for a two-way stop-controlled (TWSC) intersection is determined by the control delay at the side-street approaches, typically during the highest volume periods of the day, the AM and PM peak periods. Control delay includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. With respect to field measurements, control delay is defined as the total elapsed time from the time a vehicle stops at the end of the queue to the time the vehicle departs from the stop line. It is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours, particularly for left-turn movements. The majority of the traffic moving through the intersection on the major street experiences little or no delay.

LOS for signalized intersections is reported for the intersection as a whole, and typically during the highest volume periods of the day, the AM and PM peak periods. One or more movements at an intersection may experience a low level-of-service, while the intersection as a whole may operate acceptably.

Table 6.0-A and **6.0-B** list the LOS control delay thresholds published in the HCM for unsignalized and signalized intersections, respectively, as well as the unsignalized operational descriptions assumed herein.

Table 6.0-A Vehicular LOS Control Delay Thresholds for Unsignalized Intersections		
Level-of-Service	Average Control Delay per Vehicle [sec/veh]	
A	≤ 10	Short Delays
B	$> 10 - 15$	
C	$> 15 - 25$	
D	$> 25 - 35$	Moderate Delays
E	$> 35 - 50$	
F	> 50	Long Delays

Table 6.0-B Vehicular LOS Control Delay Thresholds for Signalized Intersections	
Level-of-Service	Average Control Delay per Vehicle [sec/veh]
A	≤ 10
B	$> 10 - 20$
C	$> 20 - 35$
D	$> 35 - 55$
E	$> 55 - 80$
F	> 80

Using the signal timing plans, cycle lengths, offsets, and splits were optimized for the existing conditions analyses and carried through all scenarios. The Congestion Management (CM) minimum cycle of 90 seconds based on the phasing of the signalized intersections was also utilized. A lost time of 5 seconds was used in all scenarios and no right turn on red (RTOR) were utilized in all scenarios as well. Permitted-protected phasing was allowed in all scenarios at existing signals to reflect field conditions.

In the existing condition, the observed peak hour factor (PHF) was used in the analysis. A weighted PHF was used for all future year conditions in the AM peak hour to account for the impacts of school traffic. A 0.9 PHF was used for all conditions in the PM peak hour.

Capacity analysis reports generated by Synchro Version 9 software are included in the **Appendix**.

6.1 ROBINSON CHURCH ROAD AND TOM QUERY ROAD

Table 6.1 summarizes the LOS, control delay and 95th percentile queue lengths at the signalized intersection of Robinson Church Road and Tom Query Road.

Table 6.1 - Robinson Road and Tom Query Road					
Condition	Measure	EB	NB	SB	Intersection
		EBLR	NBLT	SBTR	
AM Peak Hour					
2018 Existing	LOS (Delay)	E (56.6)	B (15.4)	A (9.9)	C (23.4)
	Synchro 95th Q	245'	224'	249'	
2023 Background	LOS (Delay)	E (65.4)	D (35.5)	B (11.3)	C (32.8)
	Synchro 95th Q	#317'	#409'	289'	
2023 Build	LOS (Delay)	E (66.9)	D (40.5)	B (11.9)	D (35.0)
	Synchro 95th Q	#325'	#431'	316'	
PM Peak Hour					
2018 Existing	LOS (Delay)	E (56.8)	B (16.2)	B (12.7)	C (25.3)
	Synchro 95th Q	#368'	280'	303'	
2023 Background	LOS (Delay)	E (65.5)	D (35.7)	B (15.3)	C (34.7)
	Synchro 95th Q	#432'	#496'	378'	
2023 Build	LOS (Delay)	E (68.2)	D (46.9)	B (16.0)	D (39.4)
	Synchro 95th Q	#451'	#526'	396'	

95th percentile volume exceeds capacity, queue may be longer

As shown in **Table 6.1**, the eastbound approach is expected to operate with long delays in both peak hours both with and without site traffic. The overall intersection is expected to drop from LOS C to LOS D with the addition of site traffic, with an overall intersection delay increase of 2.2 seconds and 4.7 seconds in the AM and PM peak hours, respectively.

Because the site is not expected to significantly impact delay at this intersection, it is not recommended that the site constructs improvements at this intersection. However, it is recommended that the proposed site contribute 25% to the overall cost of the planned Town improvements (not to exceed \$100,000) at this intersection to mitigate the drop in LOS.

6.2 STALLINGS ROAD AND HARRISBURG VETERANS ROAD

Table 6.2 summarizes the LOS, control delay and 95th percentile queue lengths at the signalized intersection of Stallings Road and Harrisburg Veterans Road.

Condition	Measure	EB		WB		SB		Intersection
		EBL	EBT	WBT	WBR	SBL	SBR	
AM Peak Hour								
2018 Existing	LOS (Delay)	B (14.9)		B (15.9)		C (27.5)		B (18.7)
	Synchro 95th Q	m#373'	57'	134'	183'	151'	208'	
2023 Background	LOS (Delay)	F (81.8)		C (29.0)		C (21.1)		D (48.8)
	Synchro 95th Q	m#833'	65'	146'	206'	180'	284'	
2023 Build	LOS (Delay)	F (108.3)		C (28.3)		C (22.0)		E (59.0)
	Synchro 95th Q	m#826'	65'	163'	236'	196'	299'	
2023 Build IMP - Dual Lefts	LOS (Delay)	C (29.9)		B (19.6)		C (25.7)		C (25.5)
	Synchro 95th Q	m#297'	67'	163'	228'	193'	299'	
2023 Build IMP - Split Phasing	LOS (Delay)	C (34.8)		E (58.3)		C (34.5)		D (42.0)
	Synchro 95th Q	656'	274'	288'	527'	316'	325'	
PM Peak Hour								
2018 Existing	LOS (Delay)	D (50.8)		C (20.7)		B (19.6)		C (30.6)
	Synchro 95th Q	#651'	72'	84'	151'	329'	340'	
2023 Background	LOS (Delay)	F (280.7)		B (19.5)		C (20.7)		F (111.5)
	Synchro 95th Q	#1115'	93'	100'	189'	416'	530'	
2023 Build	LOS (Delay)	F (430.1)		B (17.9)		B (19.7)		F (160.8)
	Synchro 95th Q	#1200'	121'	m117'	159'	429'	605'	
2023 Build IMP - Dual Lefts	LOS (Delay)	D (41.3)		C (25.8)		C (26.2)		C (31.3)
	Synchro 95th Q	#504'	139'	m148'	m250'	558'	611'	
2023 Build IMP - Split Phasing	LOS (Delay)	E (57.6)		C (34.1)		C (25.5)		D (38.0)
	Synchro 95th Q	#846'	#844'	m166'	m303'	647'	646'	

95th percentile volume exceeds capacity, queue may be longer

m Volume for 95th percentile queue is metered by upstream signal

As shown in **Table 6.2**, the eastbound approach is expected to operate with long delays in both peak hours both with and without site traffic. The overall intersection is expected to operate at LOS F in the PM peak hours in 2023 background and build-out conditions. This is due to the high volume of eastbound left-turning vehicles at the signalized intersection.

With the addition of dual eastbound left-turn lanes with 325 feet of storage, as shown in the Build Improved row in the table, the overall intersection and all of its approaches are expected to operate at LOS D or better. However, it should be noted that improvements to the eastbound approach are limited by available intersection spacing and right-of-way.

Due to this limited right-of-way, the following improvements are recommended at this intersection:

- Restriping of the eastbound through lane to provide a shared through-left lane
- Implementation of split phasing on the eastbound and westbound approaches

With improvements made at this intersection, it is also recommended that the proposed development install a signal at the intersection of Stallings Road and Hickory Ridge Road. This signal should be connected to the existing signal cabinet at the intersection of Stallings Road and Harrisburg Veterans Road.

6.3 STALLINGS ROAD AND STALLINGS ROAD PARK DRIVE/SITE ACCESS #1

Table 6.3 summarizes the LOS, control delay and 95th percentile queue lengths at the unsignalized intersection of Stallings Road and Stallings Road Park Drive/Site Access #1.

Table 6.3 - Stallings Road and Stallings Road Park Drive / Site Access #1					
Condition	Measure	EB	WB	SB	NB
		EBL	WBL	SBL	NBL
AM Peak Hour					
2018 Existing	LOS (Delay)	A (0.2)	A (0.0)	C (22.5)	-
	Synchro 95th Q	1'	0'	6'	-
2023 Background	LOS (Delay)	A (0.2)	A (0.0)	D (27.9)	-
	Synchro 95th Q	2'	0'	8'	-
2023 Build	LOS (Delay)	A (0.0)	A (0.0)	C (18.8)	B (12.3)
	Synchro 95th Q	0'	0'	4'	2'
PM Peak Hour					
2018 Existing	LOS (Delay)	A (0.5)	A (0.0)	B (14.8)	-
	Synchro 95th Q	2'	0'	5'	-
2023 Background	LOS (Delay)	A (0.3)	A (0.0)	C (15.6)	-
	Synchro 95th Q	2'	0'	4'	-
2023 Build	LOS (Delay)	A (0.0)	A (0.0)	B (11.0)	B (14.0)
	Synchro 95th Q	0'	0'	2'	1'

It should be noted that this intersection will be converted to right-in/right-out in the build-out condition. As shown in **Table 6.3**, in both peak hours, the proposed site access is expected to operate with short delays in build-out with a single lane ingress/egress. Therefore, no improvements are recommended at this intersection for capacity purposes.

To convert this intersection to right-in/right-out, an 8' concrete median should be constructed to serve as a refuge for pedestrian crossing.

6.4 STALLINGS ROAD AND HARRISBURG ELEMENTARY SCHOOL DRIVE/SITE ACCESS #2

Table 6.4 summarizes the LOS, control delay and 95th percentile queue lengths at the unsignalized intersection of Stallings Road and Harrisburg Elementary School Drive/Site Access #2.

Table 6.4 - Stallings Road and Harrisburg Elementary School Drive / Site Access #2										
Condition	Measure	EB		WB		SB		NB		Intersection
		EBL	EBTR	WBTL	WBR	SBTL	SBR	NBL	NBTR	
AM Peak Hour										
2018 Existing	LOS (Delay)	A (7.9)		A (0.0)		F (94.1)		-		-
	Synchro 95th Q	50'	0'	0'		235'	253'			
2023 Background	LOS (Delay)	A (8.8)		A (0.0)		F (237.7)		-		-
	Synchro 95th Q	69'	0'	0'		345'	460'			
2023 Build	LOS (Delay)	A (8.6)		A (0.2)		F (2021.4)		F (Err)		-
	Synchro 95th Q	70'	0'	1'		Err	455'	Err		
2023 Build IMP - Signal	LOS (Delay)	E (65.0)		E (66.7)		E (77.8)		F (85.4)		E (70.6)
	Synchro 95th Q	#268'	37'	#419'	138'	53'	#566'	#113'	27'	
2023 Build IMP - Roundabout	LOS (Delay)	A (7.1)		A (6.1)		B (10.8)		B (11.7)		A (8.2)
	SIDRA 95th Q	229'		125'	67'	46'	228'	32'		
PM Peak Hour										
2018 Existing	LOS (Delay)	A (1.9)		A (0.0)		B (13.9)		-		-
	Synchro 95th Q	10'	0'	0'		9'	8'			
2023 Background	LOS (Delay)	A (1.3)		A (0.0)		B (12.9)		-		-
	Synchro 95th Q	8'	0'	0'		5'	7'			
2023 Build	LOS (Delay)	A (1.3)		A (1.1)		C (16.2)		E (49.3)		-
	Synchro 95th Q	8'	0'	3'		11'	7'	48'		
2023 Build IMP - Signal	LOS (Delay)	B (11.5)		B (14.1)		D (38.8)		D (37.3)		B (15.3)
	Synchro 95th Q	126'	174'	212'	21'	23'	74'	52'	27'	
2023 Build IMP - Roundabout	LOS (Delay)	A (2.6)		A (2.2)		A (4.6)		B (10.1)		A (3.0)
	SIDRA 95th Q	207'		51'	5'	4'	10'	17'		

95th percentile volume exceeds capacity, queue may be longer

As shown in **Table 6.4**, the southbound approach currently operates at LOS F in the AM peak hour and is expected to continue to operate at LOS F in future years both with and without site traffic. Additionally, the proposed northbound site access is expected to operate at LOS F in the AM peak hour. While it is not uncommon for a stop controlled, side-street approach to experience long delays in peak hours, due to the AM elementary school drop-off, significant delays are expected on the northbound and southbound approaches.

To improve capacity and delays at this intersection, a traffic signal or roundabout should be considered at this intersection. Should a signal be installed at this intersection, the following laneage improvements are recommended:

- Extension of the eastbound left-turn lane from Stallings Road into the Elementary School Drive with 275 feet of storage
- Installation of protected phasing on the eastbound approach
- Construction of a westbound right-turn lane from Stallings Road into the Elementary School Drive with 150 feet of storage
- Striping of the existing pavement on the southbound approach (Elementary School Drive) to provide a dedicated left-turn lane and a shared through-right lane
- Construction of a left-turn lane with 125 feet of storage and a shared through-right lane on the northbound approach

With these improvements in place, the overall intersection is expected to operate at LOS E in the AM peak hour and LOS B in the PM peak hour. However, it should be noted that peak-hour signal warrants are not met at this intersection.

Should a roundabout be installed at this intersection to better mitigate the AM peak hour, a single lane roundabout is expected to operate at LOS D. But the roundabout would be expected to operate with a volume to capacity ratio (v/c) of 1.11 in the AM peak hour; indicating that a single lane roundabout would be over capacity at this intersection at the build-out of the site. With a right-turn lane on the westbound and southbound approaches, as shown in the Build IMP row of **Table 6.4**, the overall intersection is expected to operate at LOS A in the AM peak hour with a v/c of 0.72.

Therefore, the following improvements are recommended at this intersection for capacity purposes:

- Installation of a roundabout
- Construction of a single lane northbound approach
- Construction of a southbound right-turn lane from the Elementary School Drive onto Stallings Road with a minimum of 250 feet of storage (accomplished via restriping of the existing turn lanes)
- Construction of a single lane eastbound approach
- Construction of a westbound right-turn lane from Stallings Road into the Elementary School Drive with 100 feet of storage

Per coordination with the Town, the roundabout should be constructed in conjunction with the Town's planned second receiving lane on the Elementary School Drive. This lane will be constructed by the developer at the cost of the Town.

6.5 STALLINGS ROAD AND RAGING RIDGE ROAD/STALLINGS ROAD SUBDIVISION

Table 6.5 summarizes the LOS, control delay and 95th percentile queue lengths at the signalized intersection of Stallings Road and Raging Ridge Road/Stallings Road Subdivision.

Table 6.5 - Stallings Road and Raging Ridge Road/ Stallings Road Subdivision									
Condition	Measure	EB		WB		SB	NB		Intersection
		EBLT	EBR	WBL	WBTR	SBTLR	NBL	NBTR	
AM Peak Hour									
2018 Existing	LOS (Delay)	A (0.0)		A (2.5)		-	F (65.0)		-
	Synchro 95th Q	0'	0'	11'	0'	-	307'		
2023 Background - Roundabout	LOS (Delay)	B (12.8)		A (3.2)		B (13.7)	A (6.4)		A (8.7)
	SIDRA 95th Q	340'		75'		33'	98'		
2023 Build - Roundabout	LOS (Delay)	B (13.3)		A (3.2)		B (13.8)	A (6.6)		A (9.0)
	SIDRA 95th Q	356'		75'		34'	100'		
PM Peak Hour									
2018 Existing	LOS (Delay)	A (0.0)		A (1.2)		-	C (15.5)		-
	Synchro 95th Q	0'	0'	4'	0'	-	26'		
2023 Background - Roundabout	LOS (Delay)	A (2.1)		A (1.7)		A (7.0)	A (6.8)		A (2.7)
	SIDRA 95th Q	81'		80'		9'	23'		
2023 Build - Roundabout	LOS (Delay)	A (2.2)		A (1.7)		A (7.2)	A (7.1)		A (2.8)
	SIDRA 95th Q	89'		86'		10'	26'		

As shown in **Table 6.5**, under 2023 background conditions with the installation of a single lane roundabout by the Stallings Road Subdivision development, the overall intersection is expected to operate at LOS A in the AM and PM peak hours. The overall intersection and its approaches are expected to continue to operate at the same, acceptable levels of service with the addition of site traffic. Therefore, no capacity improvements are recommended at this intersection due to the proposed site.

7.0 Auxiliary Turn Lane Warrants

Warrants for additional turn-lane improvements for unsignalized intersection beyond those necessary for capacity were determined based on a review of the figure titled 'Warrant for Left and Right-Turn Lanes' found on page 80 in the *NCDOT Policy On Street And Driveway Access to North Carolina Highways*. The results of the warrants for left and right-turn lanes under 2023 build-out conditions are summarized by intersection below and included in the **Appendix**.

2018 Build-out Conditions

Stallings Road and Stallings Road Park Drive/Site Access #1

- Eastbound right-turn lane along Stallings Road with a minimum storage length of 50 feet

Stallings Road and Harrisburg Elementary School Drive/Site Access #2

- Westbound left-turn lane along Stallings Road with a minimum storage length of 50 feet

Auxiliary turn lanes are warranted at both Stallings Road and Stallings Road Park Drive/Site Access #1 and Stallings Road and Harrisburg Elementary School Drive/Site Access #2. Given the proposed roundabout at Site Access #2, it is recommended that the proposed site construct the warranted turn-lane at Site Access #1.

Although 50 feet of storage is warranted per the graphic (included in the **Appendix**), per NCDOT guidelines, a minimum of 100 feet of storage will be required for the warranted turn lane.

8.0 Traffic Signal Warrant Analysis

Based on the approved MOU, a peak hour traffic signal warrant analysis was performed for the 2023 build-out year for unsignalized study intersections, based on the guidelines published by the Federal Highway Administration (FHWA) in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition.

For signal warrant analysis, the MUTCD provides the following standards:

- An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.
- The investigation of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following signal warrants:
 - Warrant 1, Eight-Hour Vehicular Volume
 - Warrant 2, Four-Hour Vehicular Volume
 - Warrant 3, Peak Hour
 - Warrant 4, Pedestrian Volume
 - Warrant 5, School Crossing
 - Warrant 6, Coordinated Signal System
 - Warrant 7, Crash Experience
 - Warrant 8, Roadway Network
 - Warrant 9, Intersection Near a Grade Crossing

Warrant 1 Condition A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic signal. Warrant 1 Condition B is intended for application where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. If a combination of Condition A and Condition B are not satisfied, Warrant 1 may be satisfied by Condition C.

Warrant 2 is intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic signal.

Warrant 3 is intended for use at a location where traffic conditions are such that for a minimum of one hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

A traffic control signal should not be installed unless one or more of the above warrants are met. However, the satisfaction of a traffic signal warrant or warrants should not in itself require the installation of a traffic control signal.

Table 8.1 shows the results of the signal warrant analyses for the unsignalized study area intersections under both 2023 background and build-out conditions, along with number of hours satisfied against the number of hours required. It should be noted that this analysis only reflects peak hour traffic volumes (Warrant 3). A full 13-hour count and traffic signal warrant analysis would be required at each of these locations before a signal is installed.

Table 8.1 – Traffic Signal Warrant Analysis Results Criteria satisfied/not satisfied (hours satisfied/required)		
Intersection	2023 Background	2023 Build-Out
Stallings Road and Stallings Road Park Drive/Site Access #1	0/2	0/2
Stallings Road and Harrisburg Elementary School Drive/Site Access #2	0/2	0/2

Based on results shown in **Table 8.1**, peak hour signal warrants (Warrant 3) are not met in either background or build conditions at the following intersections:

- Stallings Road and Stallings Road Park Drive/Site Access #1
- Stallings Road and Harrisburg Elementary School Drive/Site Access #2

Signal warrant calculations are included in the **Appendix**.

9.0 Crash Data Analysis

Crash data was obtained at study intersections for crashes that occurred between November 1, 2015, and October 31, 2018. Over this three-year period, 37 total crashes were reported at the five existing study intersections. The breakdown of crashes at these five study intersections by severity, frequency and accident type can be seen the tables below.

Table 9.1 – Crash Severity Summary

Crash Type	Number of Crashes
Fatal Crashes	0
Class A	0
Class B	2
Class C	8
Property Damage Only	27
Total	37

Table 9.1 above displays the total number of crashes by severity type from most to least severe. As shown, there were no fatal or Class A crashes reported in the study area intersections over the past three years. 'Class A' incidents are crashes in which serious injury is suspected, which can include significant loss of blood or broken bones. 'Class B' incidents are crashes in which minor injury is suspected, such as bruises or minor cuts. There were two of these crash types within the study area reported over the three years. There were 8 'Class C' crashes reported, which are defined as crashes wherein possible injuries occur. Possible injuries are injuries reported by the person or indicated by his/her behavior, but no wounds or injuries are physically present, such as limping or complaint of neck pain. There were 27 crashes in which only property damage occurred, meaning no injury was reported in 73% of the recorded crashes at the study intersections.

Table 9.2 – Accident Frequency Summary

Location	Crashes/100 MEV
Robinson Church Road and Tom Query Road	13.48
Stallings Road and Harrisburg Veterans Road	9.54
Stallings Road and Stallings Road Park Drive	0.00
Stallings Road and Harrisburg Elementary School Drive	8.99
Stallings Road and Raging Ridge Road	8.99
Average	8.2

Shown in **Table 9.2** are the accident frequency rates for each study intersection, reported in crashes per 100 million entering vehicles (MEV). Their rates resulted in a weighted average crash rate of 8.2 crashes per 100 MEV, with the highest rate occurring at the intersection of Robinson Church Road and Tom Query Road.

Table 9.3 – Accident Type Summary

Accident Type	Robinson Church Road and Tom Query Road	Stallings Road and Harrisburg Veterans Road	Stallings Road and Stallings Road Park Drive	Stallings Road and Harrisburg Elementary School Drive	Stallings Road and Raging Ridge Road
Angle	1	0	0	0	0
Fixed Object	4	0	0	0	0
Left-Turn, Different Roadways	1	1	0	0	4
Left-Turn, Same Roadway	0	4	0	0	1
Other Collision with Vehicle	0	1	0	0	1
Overturn/Rollover	0	1	0	0	0
Ran off Road - Right	0	1	0	0	0
Rear End, Slow or Stop	6	5	0	1	0
Rear End, Turn	1	2	0	0	0
Right-Turn, Different Roadways	0	1	0	0	0
Sideswipe Same Direction	0	1	0	0	0
Total	13	17	0	1	6

As seen in **Table 9.3**, at the five study intersections, the most common crash type was a rear end collision due to slow or stop, with over 30% of crashes. This crash type is often associated with mainline traffic along a corridor with unsignalized turning movements with the lack of turn lanes onto side-streets. The second most common crash type was a left-turn collision. This crash type is often associated with lack of adequate gaps or poor sight distance.

10.0 Mitigation Improvements

Based on the capacity analyses performed at each of the identified study intersections, along with the review of auxiliary turn-lane warrants contained herein, the following improvements are identified to mitigate the impact of the proposed development on the adjacent street network:

Robinson Church Road and Tom Query Road

- Contribution of 25% of the overall cost of planned Town improvements to this intersection, not to exceed \$100,000

Stallings Road and Harrisburg Veterans Road

- Restriping of the eastbound through lane to provide a shared through-left lane
- Implementation of split phasing on the eastbound and westbound approaches
- Installation of a traffic signal at the intersection of Stallings Road and Hickory Ridge Road to be connected to the signal cabinet at Stallings Road and Harrisburg Veterans Road

Stallings Road and Stallings Road Park Drive/Site Access #1

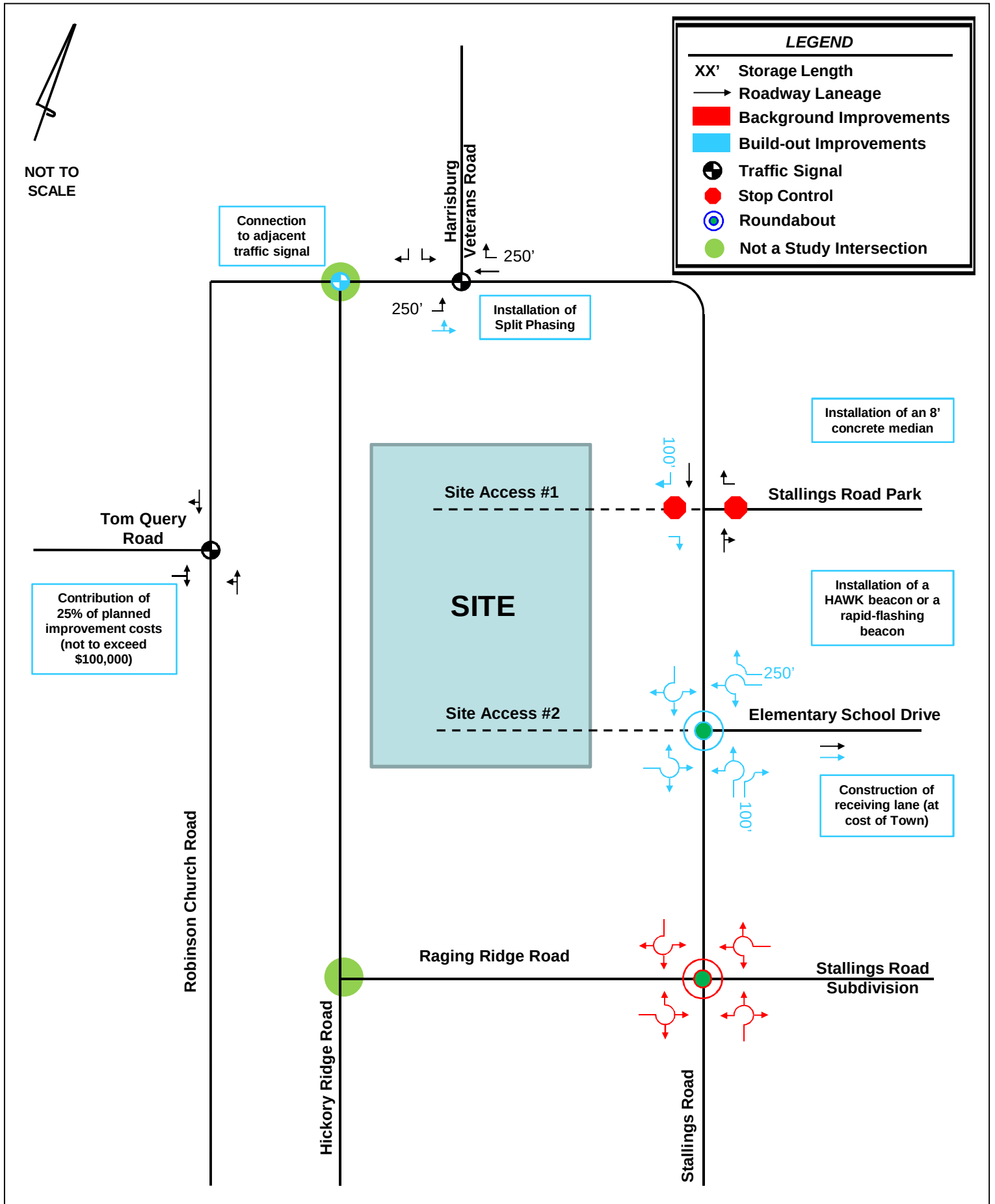
- Installation of an eastbound right-turn lane from Stallings Road into Site Access #1 with 100 feet of storage
- Installation of an 8' concrete median to serve as a refuge for pedestrian crossing and to convert the intersection to a right-in/right-out

Stallings Road and Harrisburg Elementary School Drive/Site Access #2

- Installation of a roundabout
- Construction of a single lane northbound approach
- Construction of a southbound right-turn lane from the Elementary School Drive onto Stallings Road with a minimum of 250 feet of storage (accomplished via restriping of the existing turn lanes)
- Construction of a single lane eastbound approach
- Construction of a westbound right-turn lane from Stallings Road into the Elementary School Drive with 100 feet of storage
- Construction of second receiving lane on the Elementary School Drive (this lane will be constructed by the developer at the cost of the Town)

Per the Town, installation of a High-Intensity Activated Crosswalk (HAWK) beacon or rapid-flashing beacon will be required to provide a connection from the proposed development to Stallings Road Park.

The mitigation identified within the study area is shown in **Figure 10.1**. The improvements shown on this figure are subject to approval by NCDOT and the Town of Harrisburg. All additions and attachments to the State and Town roadway system shall be properly permitted, designed and constructed in conformance to standards maintained by the agencies.



APPENDIX



November 13, 2018

Town of Harrisburg
Mr. Daniel Stines
4100 Main Street
Harrisburg, NC 28075

Re: Camellia Gardens – Proposed Rezoning on Stallings Road

Dear Mr. Stines:

Shea Homes is applying for a 165 lot development on Stallings Road (the “Site”), tentatively named Camellia Gardens. The Site is located along a future greenway corridor, as identified by the adopted Bicycle, Pedestrian and Greenway plans.

Shea Homes shall install a ten (10) foot wide greenway trail on adjacent parcel PIN’s 5517015236000 and 55172138000000 (the “Primary Greenway” as conceptually shown in green on Exhibit A) prior to the issuance of a certificate of occupancy for the seventy-first (71) home to be constructed on the Site, contingent upon the Town of Harrisburg securing an easement from Cabarrus County to allow Shea Homes to construct the trail.

In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, Shea Homes shall have the option to instead exercise the fee-in-lieu provision of the UDO. The fee shall be based on the following formula:

$[(1/35) \times A] \times B$

A = number of approved lots in the proposed subdivision

B = fair market value per acre of the undeveloped land

Ex: 165 approved lots and an appraised per acre value of \$35,000

$[(1/35) \times 165] \times 35,000 = \$165,000$ fee-in-lieu

Shea Homes shall also install a ten (10) foot wide path and dedicate a twenty-five (25) foot wide easement to provide access to the proposed greenway from Stallings Road (the “Secondary Greenway” as conceptually shown in orange on Exhibit A). Alignment of the Secondary Greenway shall be subject to change based on the ideal location for construction of a pedestrian bridge over Back Creek, connecting the Secondary Greenway to the Primary Greenway. Shea Homes will fund 50% of the cost to build the bridge provided Shea has final approval on the design of the bridge.

Please do not hesitate to contact me if you have any questions or need additional information. We look forward to working with you and the Town of Harrisburg on this development.

Respectfully,

Michael Shea
Member and Manager
Shea Homes

Exhibit A

Attached



FOLLOW-UP COMMUNITY MEETING REPORT FOR REZONING PETITION
Shea Homes – Camellia Gardens

Subject: Rezoning Petition – Camellia Gardens (Stallings Road)
Owner/Developer: Shea Homes
Property: ± 89 acres located on Stallings Road (the "Site").

This Community Meeting Report is being filed prior to the Town Council Public Hearing.

PERSONS AND ORGANIZATIONS CONTACTED WITH DATES AND EXPLANATIONS OF HOW CONTACTED:

The **Community Meeting was held on Thursday, December 13, 2018**. A representative of the Town of Harrisburg mailed a written notice of the date, time and location of the Community Meeting to the individuals and organizations.

TIME AND LOCATION OF MEETING:

The **Community Meeting was held on Thursday, December 13 at 6:00 PM**, at Harrisburg Town Hall 4100 Main Street Harrisburg, NC 28075

PERSONS IN ATTENDANCE AT MEETING:

The sign-in sheet from the Community Meeting is attached as **Exhibit A**. The Petitioner's representative at the Community Meeting was Matt Kearns with Shea Homes. Also in attendance were Hy Nguyen with DPR and Bridget Grant, land use consultant with Moore & Van Allen, PLLC.

SUMMARY OF ISSUES DISCUSSED AT MEETING:

I. Overview of Petitioner's Presentation.

Introduction and Overview of Development Plan.

Bridget Grant and Matt Kearns provided a brief overview of the rezoning process and Shea Homes. Ms. Grant then described the site location, existing zoning, and the revised rezoning plan. Ms. Grant presented a comparison of the proposed plan and earlier concepts and Mr. Kearns described the quality of the homes to be constructed on the site. Representatives indicated the traffic study is underway and that the trip generation is expected to be lower than what is anticipated by the adopted land use policy.

The meeting was then opened to the audience for questions.

II. Summary of Questions/Comments and Responses:

Residents expressed concern regarding the site access points and proximity to the park entrance. One attendee inquired how the left turn in and left turn out will function. Representatives from the team shared that the proposed entrance alignment was requested by staff and is a typical NCDOT design recommendation. It was noted that the plan is still conceptual and the TIA may recommend further adjustments.

Residents expressed appreciation for additional stacking on Stallings Road, but also wanted to insure it did not exacerbate existing traffic issues. Representatives indicated that the current stacking lane into the school accommodates 4 vehicles.

Residents inquired about the school impact. Representatives shared that the Town of Harrisburg will receive comments from the school district.

Residents inquired about the plan for the existing old pond on the northeast corner. The Petitioner is waiting for a determination on the existing pond and streams onsite.

Residents expressed concern for the Water/Sewer capacity. Representatives expressed there is existing gravity sewer in the back property that we will be connecting into and there is available capacity.

Residents noted there are existing parking issues on Stallings Road. The Petitioner indicated that the project frontage will have curb & gutter that will deter parking.

Residents inquired about the building materials. Representatives stated that the development will be a mix of quality materials with limited use of vinyl for soffits and windows.

Residents expressed a desire to see larger lots developed on the site that are more consistent with other residential development along Stallings Road. The Petitioner described the demand for smaller lots in the market and the benefit of common open space as part of the overall development.

The representatives thanked the attendees for their time and the meeting was closed.

cc: Mayor and Members of Town of Harrisburg Council
Members of the Harrisburg Planning and Zoning Committee
Sushil Nepal, Planning Department
Mike Shea, Shea Homes
Matt Kearns, Shea Homes
Jeff Brown, Moore & Van Allen, PLLC
Bridget Grant, Moore & Van Allen, PLLC
Keith MacVean, Moore & Van Allen, PLLC



July 30, 2019

Notice of Public Hearing

To Whom It May Concern;

Our records indicate that you own property in close proximity to the properties located at 3847 Stallings Road, Harrisburg NC 28075 (PIN: 55170390420000), 3923 Stallings Road, Harrisburg NC 28075 (PIN: 55170235250000), 3925 Stallings Road, Harrisburg NC 28075 (PIN: 55170347420000), 3975 Stallings Road, Harrisburg NC 28075 (PIN: 55170245910000), 4025 Stallings Road, Harrisburg NC 28075, (PIN: 55079363640000), and 6931 Hickory Ridge Road, Harrisburg NC 28075, (PIN: 55079255470000).

The property owner is requesting a rezoning of these parcels from RE, Rural Estate, to CZ-RV, Conditional Zoning Residential Village. The purpose of the rezoning is to enable the property owner to develop and subdivide the property for residential use. The Harrisburg Town Council will be holding a Public Hearing on the question of rezoning this property at the date and time stated below.

The number at Town Hall is 704-455-5614 if you have any questions prior to the meeting.

Shea Homes (Camellia Gardens) Rezoning – Town Council Public Hearing Dates

Date: Monday, August 12th, 2019

Time: 6:00 PM

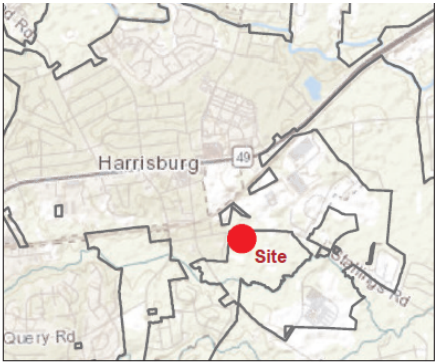
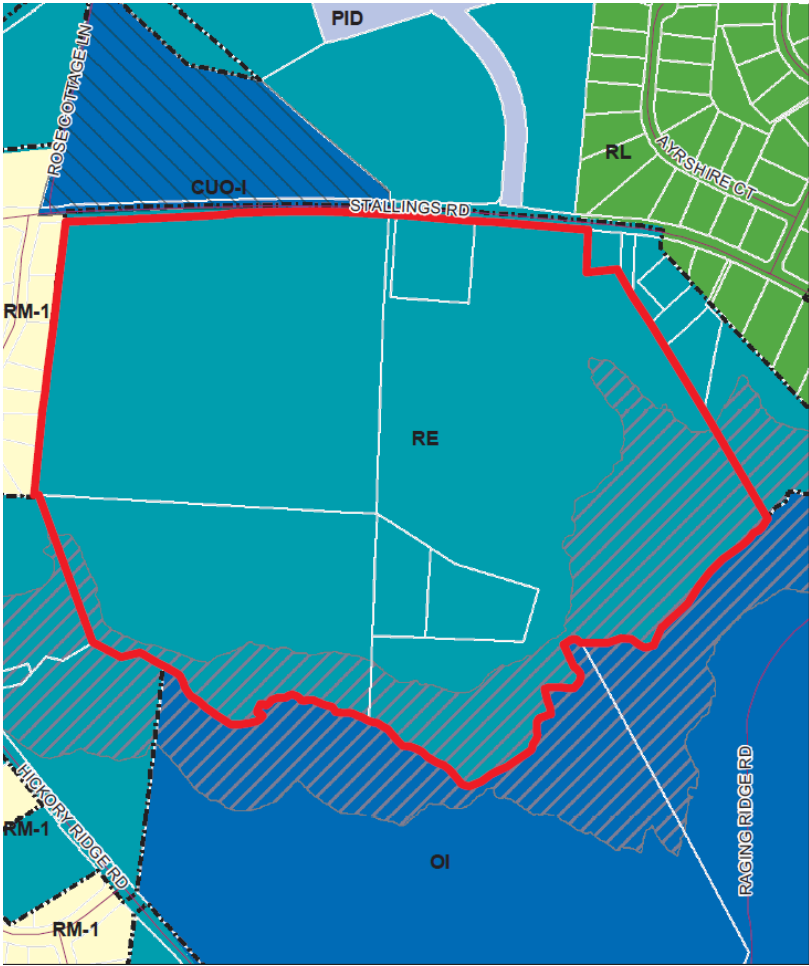
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Sushil Nepal

Sushil Nepal, AICP
Planning & Economic Development Director
Town of Harrisburg

Shea Homes Rezoning – Parcels Map



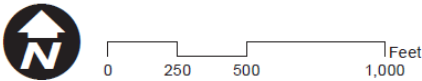
H 2018-08-(R)
Camellia Gardens Subdivision
Shea Homes

Applicant: Shea Homes

Current Zoning: RE (Rural Estate)

Proposed Zoning: CZ-RV
(Conditional Residential Village)

- Site
- Town Limits
- Floodplain Overlay
- Parcels





TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to consider the construction of West Rocky River Elevated Storage Tank, the related financing agreement, per N.C.G.S. 160A-20 and adopt a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S 160A-20.

Presenting Personnel:

Robert Donham, Town Engineer, Brian Lee, Deputy Finance Director

Suggested Motion or Action:

Motions to consider for this agenda item include:

1. Approval of project ordinance amendment:

To approve the attached project ordinance amendment to increase the total cost of the project to \$3,565,000 and extend the term of the project to FY2021.

2. Approval of the Contract:

To approve the attached Notice of Award and Authorize the Town Manager and Attorney to enter into a contract with Phoenix Fabricators and Erectors, LLC for the construction of the West Rocky River Elevated Water Storage Tank in the amount of \$2,782,000.

3. Approval of Sterling National Bank for the financing:

To approve Sterling National Bank to finance the Project for an amount not to exceed \$3,265,000 for 20 years and 2.85% interest.

4. Approval of the resolution of findings to apply to LGC:

To approve the attached resolution of findings authorizing the Town to enter into a installment financing agreement with Sterling National Bank and staff to apply to the LGC for financing.

Description/Background:

BACKGROUND

The existing water system can adequately handle the demand and fire flow of the Town; however, the Town is required by State law to keep 50% of the average daily fire flow in elevated storage. The Town's current storage capacity is 400,000 gallons and our 50% requirement is one million gallons, leaving the Town short by 600,000 gallons. We currently purchase the additional storage from the City of Concord, at a premium. Considering future growth in the area, a proposed one million gallon elevated water storage tank is being added to increase the capacity and storage of the system to 1.4 million gallons, reducing the reliance on the City of Concord's storage needs and creating a cushion for future growth. This project will provide increased system reliability, water quality, and additional water storage.

This project bid includes the construction and installation of a 1.0 million gallon elevated storage tank, foundation, yard/process piping and appurtenances, electrical facilities and site work. The bid also includes an allowance for SCADA instrumentation and controls installation, installation of an altitude control valve at the existing Town of Harrisburg

Tank, the cost of 4-inch conduit and openings in the tower base for future telecommunications, and the cost for a 60-inch roof access tube with a 36-inch access hatch for future telecommunications.

TOTAL PROJECT COSTS

In June 2018, Council approved the FY2019 budget, which included a capital project ordinance in the amount of \$2,875,000, of which \$300,000 was allocated to design and the remaining \$2,575,000 was for construction. Once actual design began, Gavel and Dorn Engineering, PLLC projected the cost of the tower at approximately \$4,100,000 and approximately \$400,000 for design and construction management for a total project budget of \$4,500,000.

Design of this project was completed in June of 2019 and the project was advertised to bidders on July 10, 2019. The bid was opened on August 1, 2019 and the Town received four bids from qualified contractors. Once all bids were evaluated, a recommendation of award was issued by Gavel and Dorn Engineering, PLLC for the lowest responsible bidder, Phoenix Fabricators and Erectors, LLC with a total construction cost of \$2,782,000.

The total project cost amounts to \$3,565,000 and the Capital Project Fund will be extended to June 30, 2021.

FINANCING

Preparation for the financing of this project, in conjunction with Harrisburg Park Redevelopment – Phase I, began while staff still anticipated the project cost at approximately \$4,500,000. Given the unknown cost of the project, proposals were solicited for financing in the amount of \$15,000,000; \$10,000,000 for Park and \$5,000,000 for water tank. In total, 71 financial institutions were solicited by our financial advisors and 7 bids were received for this financing. These included: Capital One, First Internet Bank, Sterling National Bank, Raymond James, First Bank, BB&T and TD Bank. A summary of these bids can be seen in the attached bid tab.

After thoroughly reviewing all bids, TD Bank, Raymond James and Sterling National Bank were selected to move forward in the process. Further analysis of each of their proposal details helped staff to determine that Sterling Bank's 20 year proposal at 2.85% would be the best option for the Town at this time.

The financial model that the Town has been working off of included a project cost of \$4,500,000, a 15-year repayment period and a 4.50% interest rate. Under the terms of Sterling National Bank's 20 year, 2.85% and \$3,265,000 proposal, the total debt service over the course of the 10-year financial model (FY2020-2029), will provide savings estimated at approximately \$1,800,000, which averages to \$180,000 per year. These savings are generated by extending the loan repayment out five more years than originally anticipated as well as the lower interest rate. For budgeting purposes, staff typically do not budget for 20 year amortizations, as these are not always available. As the Town continues to move forward and evaluate future years' financial situation, this loan could still be paid off early, at no cost, if after year eight.

NEXT STEPS

If Council approves the new project cost and related financing, the financing package will go to the LGC for their September 10, 2019 meeting. If approved, closing would be on September 19, 2019.

Recommendation:

Staff recommends approval of the project ordinance amendment, Contract, financing award to Sterling National Bank and resolution authorizing staff to apply to the LGC.

Fiscal Impact:

Currently, the total project ordinance, as adopted by Council with the FY2019 budget is \$2,875,000, which includes \$300,000 for design and other professional services and \$2,575,000 for construction.

With FY2020 budget, staff estimated a Capital Reserve transfer of \$300,000 and a financing project of \$4,200,000 at 4.50% over 15 years. The recommended financing proposal is \$3,265,000 at 2.85% over 20 years. This will yield a total repayment of \$4,228,123, which is comprised of \$3,265,000 of principal and \$963,124 of interest. This will generate

annual savings in the financial model with this amortization and will free up funds to provide greater flexibility to address issues/opportunities that may come to the Town. This is particularly evident in FY2020, the current fiscal year, where the budget includes \$235,000 in debt service, the recommended project's debt service will be \$32,827, which is \$202,173 less.

Attachments:

1. PowerPoint Presentation
2. Elevated Tank Elevation Plan
3. Elevated Tank Site Plan
4. Schedule of Costs - Elevated Water Storage Tank
5. Bid Tab - Elevated Storage Tank - August 6 2019
6. Recommendation of Award - Elevated Storage Tank - August 6 2019
7. Elevated Water Storage Tank - Contract
8. Project Amendment -WSCPF Elevated Water Storage Tank 08122019
9. Financing Recommendation
10. Resolution Filing Financing Application - Elevated Water Storage Tank



HarrisburgNC
The right side of opportunity

Public Hearing - Elevated Storage Tank

August 12, 2019

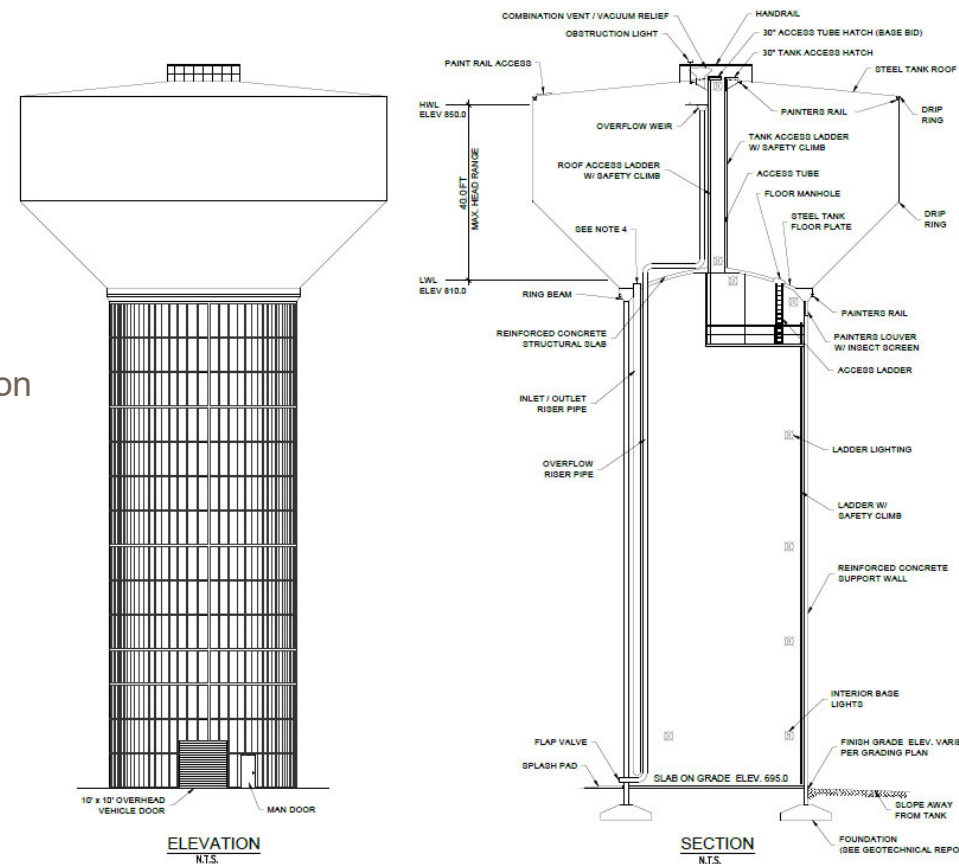
Discussion Topics

- Project History/Scope/Cost
- Project Funding
- Council Questions of Staff
- Public Comment
- Council Consideration
- If Approved, Council to Approve Necessary Motions

PROJECT DISCUSSION

Project Need

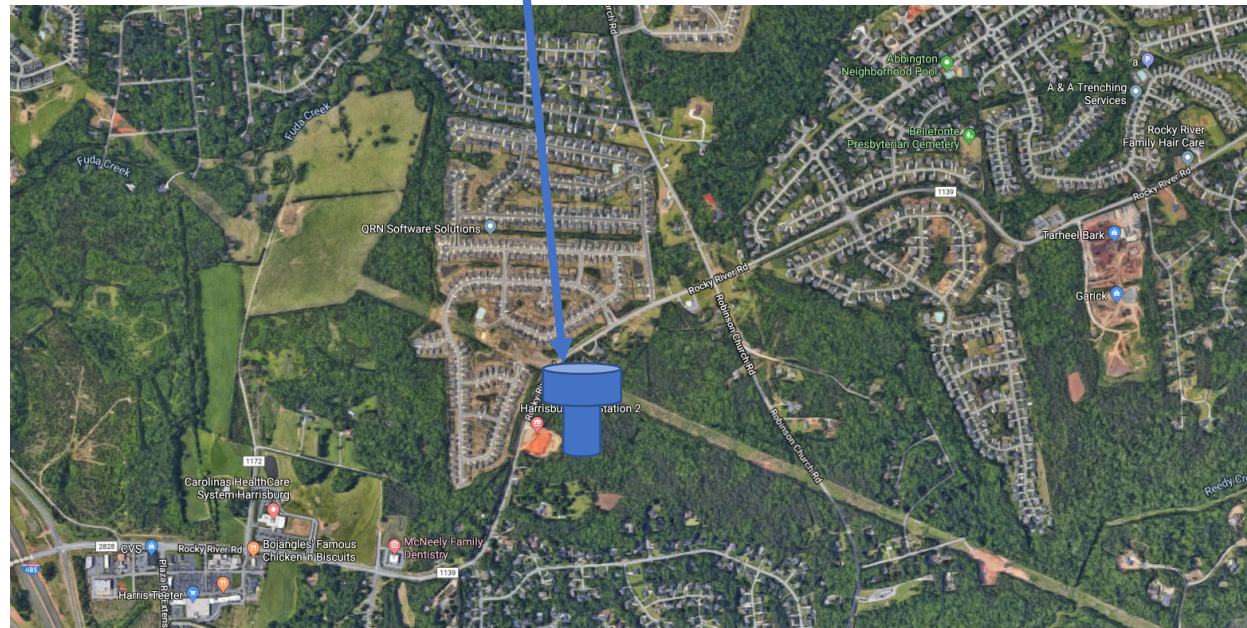
- Town of Harrisburg has experienced nearly 430% increase in population in last 20 years
- Water facilities designed around fire flow
- 50% of daily use required for elevated storage
- Current peak water demand during summer is approaching 2 Million Gallons per day (35% as a result of irrigation)
- Elevated storage need at 50% is 1 Million gallons
- Current Capacity is 400,000 Gallons at existing Rocky River Tank
- Remaining capacity (600,000 Gal) purchased for Concord and unsustainable since it doesn't help much with Fire Flow.
- New tank will increase capacity to 1.4 Million Gal, meeting current requirements, and allowing future growth up to 2.8 Million G/day
- Some Concord capacity still available if needed in the future.



Project Description

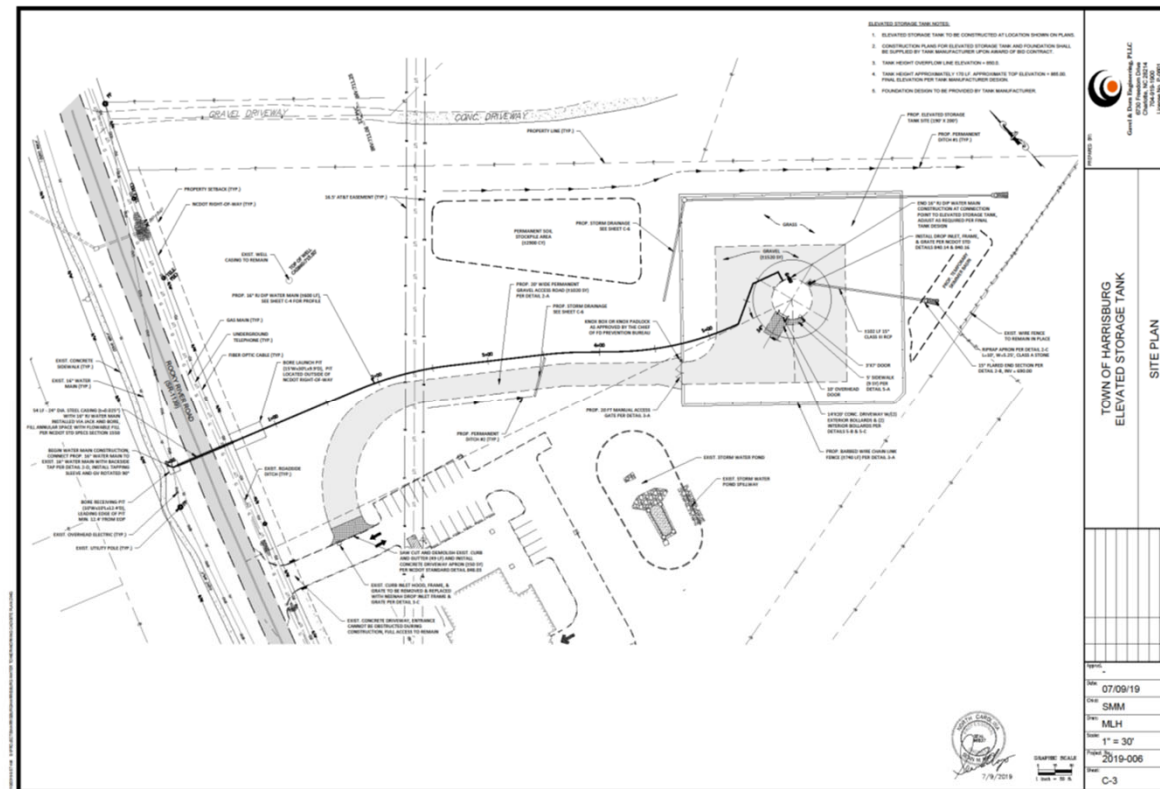
New tank location

- Construction and Installation of a 1.0 Million Gallon Elevated Storage Tank and Foundation
- Yard/Process Piping and Appurtenances
- Electrical Facilities
- Sitework
- SCADA Instrumentation and Controls
- Altitude Control Valve at Existing Tank
- Future Telecommunications Access



Project Objective and Benefit

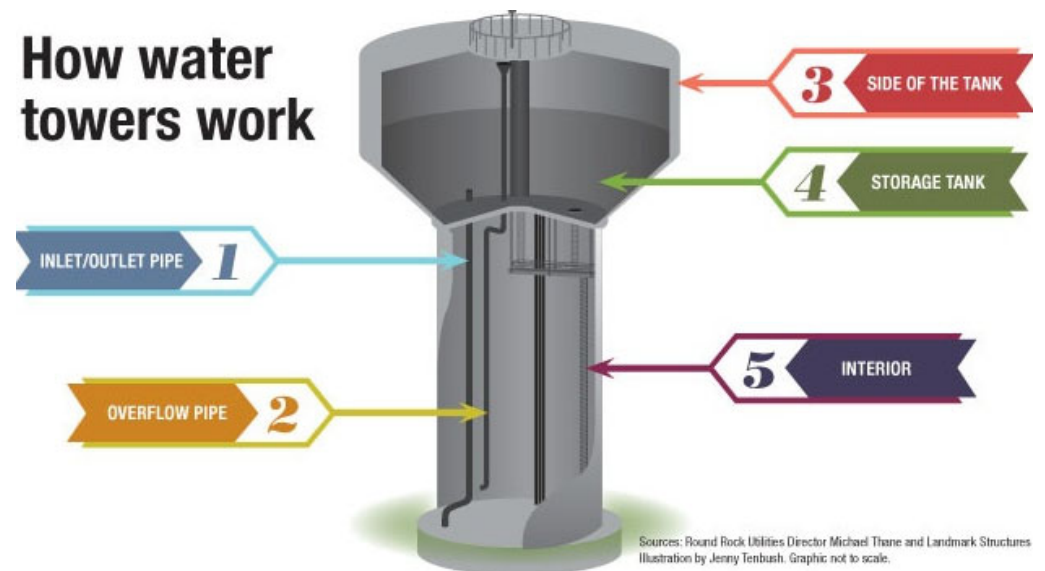
- Meet Demand Requirements for current and future growth
- Meet Fire Flow Requirements for current and future growth
- Increase Storage in the System
- Increase System Reliability
- Improve Water Quality



Project Progress and Schedule

- Project scope in fall of 2018
- WK Dickson Engineering Design Estimate - \$388,000
- Town did in house engineering and selected Gavel and Dorn to complete the detailed drawings and bidding - \$126,000 (\$262,000 saving)
- WKD as well as Gavel and Dorn Construction Estimate – \$3.6 Million

How water towers work



Project Progress and Schedule Continued:

- Staff completed value engineering, tank selection, operation type, layout, implemented flex construction schedule, and engaged several contractors early to promote competition. – Project was bid in July 2019 and bids were opened August 1, 2019
- Final bid plus contingency \$3.05 Million (\$600,000 savings)
- Total savings realized due to in-house engineering, and value engineering of tank manufacturer quotes = Approximately \$900,000
- Expected completion date is February, 2021.



Total Project Cost

<u>Component</u>	<u>Cost</u>	<u>Professional Services</u>	<u>Construction</u>
Engineering/Design	\$ 126,200	\$ 126,200	
Construction Management	293,100	293,100	
Legal and Financing Costs	95,700	95,700	
Construction Contract			
Construction/Materials/Subs	2,780,000		\$ 2,780,000
Town Owner's Construction Contingency	270,000		270,000
	<u>\$ 3,565,000</u>	<u>\$ 515,000</u>	<u>\$ 3,050,000</u>

PROJECT FINANCING

Financing Project

- Current project total dollars needed
 - \$3,565,000
- Funding
 - \$3,265,000 or 92% of project costs to be financed
 - \$300,000 or 8% of project costs will be funded with Capital Reserve Funds
- Worked with Town's financial advisors, Davenport and Company, for RFP process

Financing Process

- Combined financing with park project
 - Timing changes with the park led to elevated storage tank being a financing partner
 - Staff wanted to take advantage of single financing costs
 - Savings up to \$80,000
 - Larger debt issue would appeal to wider range of lenders and provide better rates
- Began soliciting financing bids on July 1
 - 71 financial institutions solicited
- Responses were due on July 30
 - 7 bidders responded
- Total maximum financing amount \$15M
 - Park - \$10M
 - Elevated Storage Tank - \$5M

Financing Bids

- Bids received
 - Capital One, First Internet Bank, Sterling National Bank, Raymond James, First Bank, BB&T and TD Bank
- Bids selected for further review
 - Sterling National Bank, TD Bank and Raymond James
- Factors considered
 - Length of term
 - Interest rates
 - Prepayment penalties
 - Closing Costs
 - Security
 - Other fees

Financing Bids

- Staff determined Sterling National Bank as best bid
 - 20-year term
 - Interest rate – 2.85% fixed
 - Prepayment penalty
 - No prepayment prior to year 5
 - Years 5-8, prepayment at 101%
 - Years 9-20, prepayment at par
 - Security
 - Harrisburg Park
 - Water Tower
 - \$65,000 in lender's council and closing costs
 - Must leave unspent proceeds in escrow with Sterling
 - Interest rate of 1.65% initially, will guarantee a floor of 1.50%

Debt Service Payments

	Loan Amount	Interest Rate	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Budget/Financial Model	\$ 4,200,000	4.50%	\$235,000	\$460,000	\$447,000	\$435,000	\$422,000	\$410,000	\$397,000	\$384,000	\$372,000	\$359,000	\$ 3,921,000
Sterling National Bank	\$ 3,265,000	2.85%	32,827	253,916	249,507	244,849	240,192	235,534	230,876	225,975	221,324	216,673	2,151,673
Savings			\$202,173	\$206,084	\$197,493	\$190,151	\$181,808	\$174,466	\$166,124	\$158,025	\$150,676	\$142,327	\$ 1,769,327

- Financial model estimated total debt service payments through 2029
 - \$3,921,000
- Sterling's bid would generate significantly less payments over same period
 - \$2,151,673 (\$1,769,327 less)
- Current fiscal year (FY2020) would see considerable savings
 - \$202,173
- Total debt service over life of loan
 - \$4,228,124 (\$3,265,000 principal and \$963,124 interest)

Project Ordinance Amendment

- Original budget approved in FY2019 for \$2,875,000
- Total current project cost is estimated at \$3,565,000
- If approved, will need to amend the project ordinance to increase by \$690,000

	Professional Fees	Construction	Total
Original Budget	\$ 300,000	\$ 2,575,000	\$ 2,875,000
Total Project Costs	<u>515,000</u>	<u>3,050,000</u>	<u>3,565,000</u>
Additional Funding Needed	<u>\$ (215,000)</u>	<u>\$ (475,000)</u>	<u>\$ (690,000)</u>

Summary of Financing

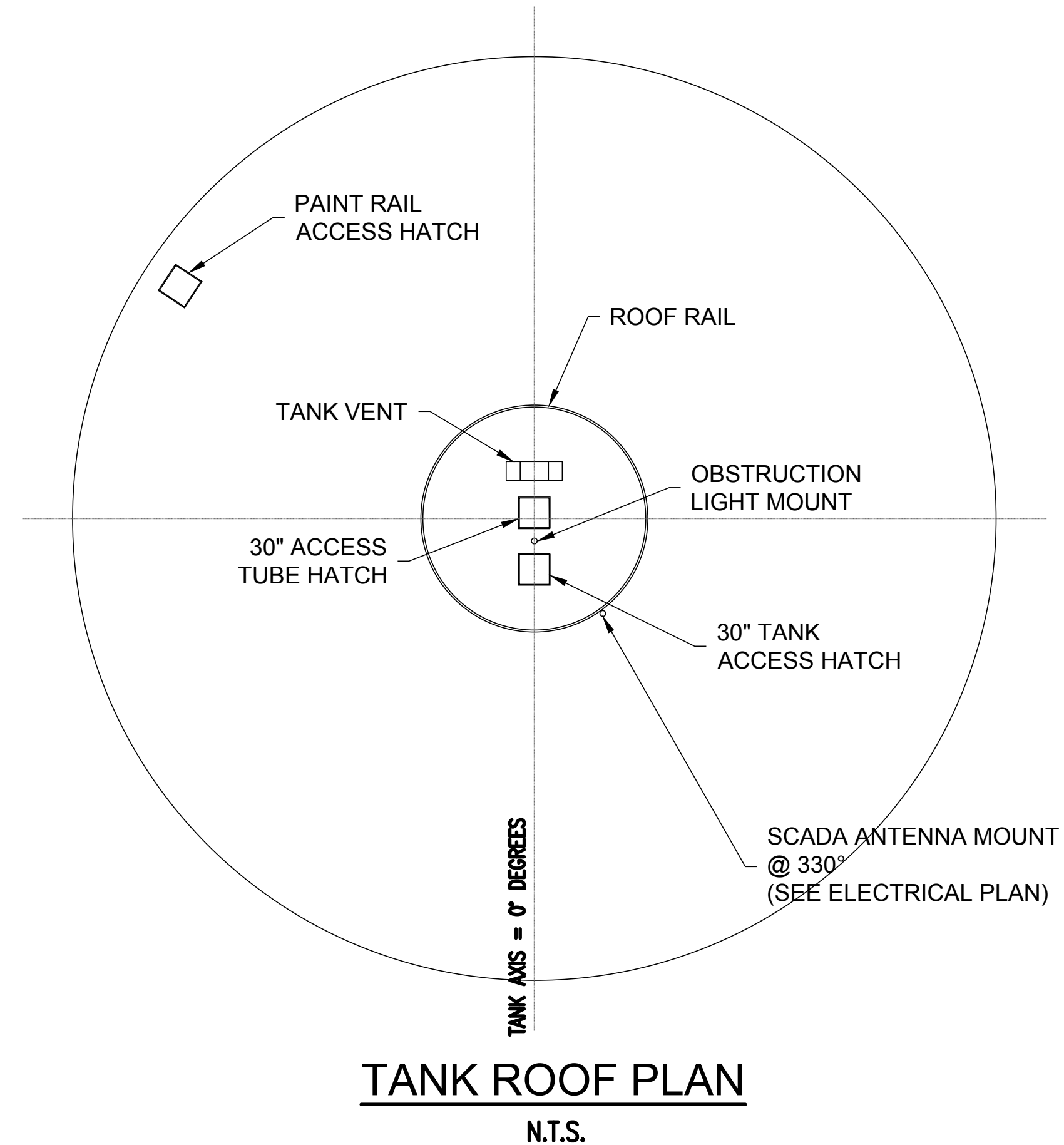
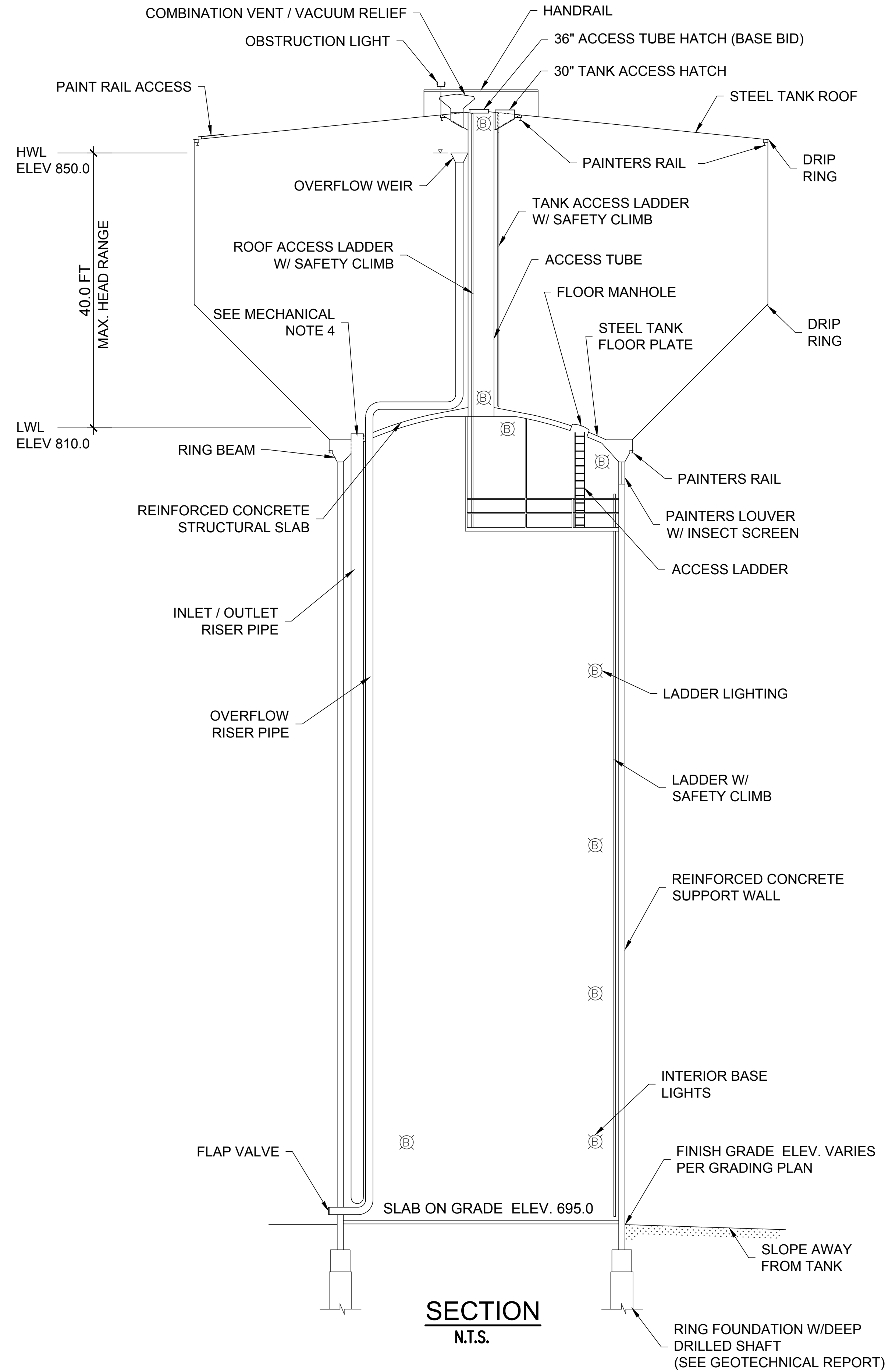
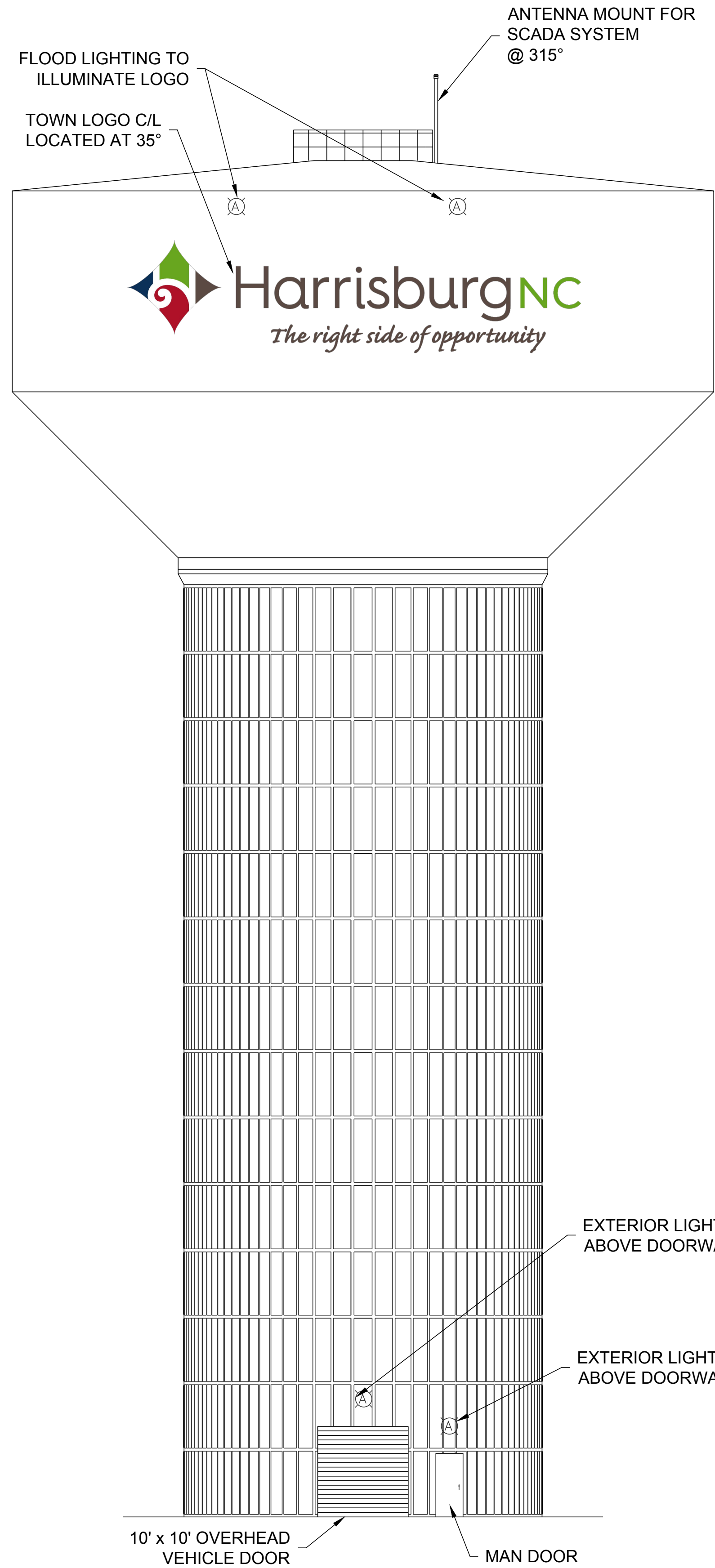
- Staff recommends Sterling National Bank
 - 20-year repayment, 2.85% interest, total of \$3,265,000
- Total 20-year debt service repayment
 - \$4,228,124 (\$3,265,000 principal and \$963,124 interest)
 - Lower annual debt service payments over the 10-year financial model will provide greater funding flexibility for other projects
- Requires project ordinance updates
 - Total project cost increased by \$690,000 over original budget

QUESTIONS?

MOTIONS

Motions, if Approved

1. Motion to approve the attached project ordinance amendment to increase the total cost of the project to \$3,565,000 and extend the term of the project to June 30, 2021.
2. Motion to approve the attached Contract and authorize the Town Manager and Town Attorney to execute a contract with Phoenix Fabricators and Erectors, LLC for the construction of the Harrisburg Elevated Water Storage Tank in the amount of \$2,782,000.
3. Motion to award the financing of this project to Sterling National Bank for an amount not to exceed \$3,265,000, with a 20-year repayment period and at a rate of interest of 2.85%.
4. Motion to approve the attached resolution of findings authorizing the Town to enter into an installment financing agreement with Sterling National Bank and for staff to apply to the LGC for financing approval.



NOTES:

GENERAL:

1. SEE CONTRACT SPECIFICATIONS FOR DESIGN CRITERIA AND DETAILS. APPLICABLE ELEVATED TANK SPECIFICATIONS ARE AWWA D107 AND ACI 318, MOST RECENT VERSION.
2. CONCRETE PEDESTAL EXTERIOR SHALL INCORPORATE HORIZONTAL AND VERTICAL RUSTIFICATIONS TO CREATE A SYMMETRICAL ARCHITECTURAL PATTERN. SEE CONTRACT SPECIFICATIONS.
3. SEE CONTRACT SPECIFICATIONS FOR STEEL TANK COATING REQUIREMENTS.
4. TANK APPURTENANCES ARE ROTATED FOR CLARITY. SEE TANK SITE PLAN FOR CORRECT ORIENTATION.

FOUNDATION:

1. REFER TO THE GEOTECHNICAL REPORT FOR RECOMMENDATIONS REGARDING ALLOWABLE BEARING CAPACITY.
2. DESIGN LOADS IN ACCORDANCE WITH AWWA D107 (LATEST VERSION).
3. DESIGN CONCRETE FOUNDATION IN ACCORDANCE WITH ACI 318 (LATEST VERSION).

MECHANICAL:

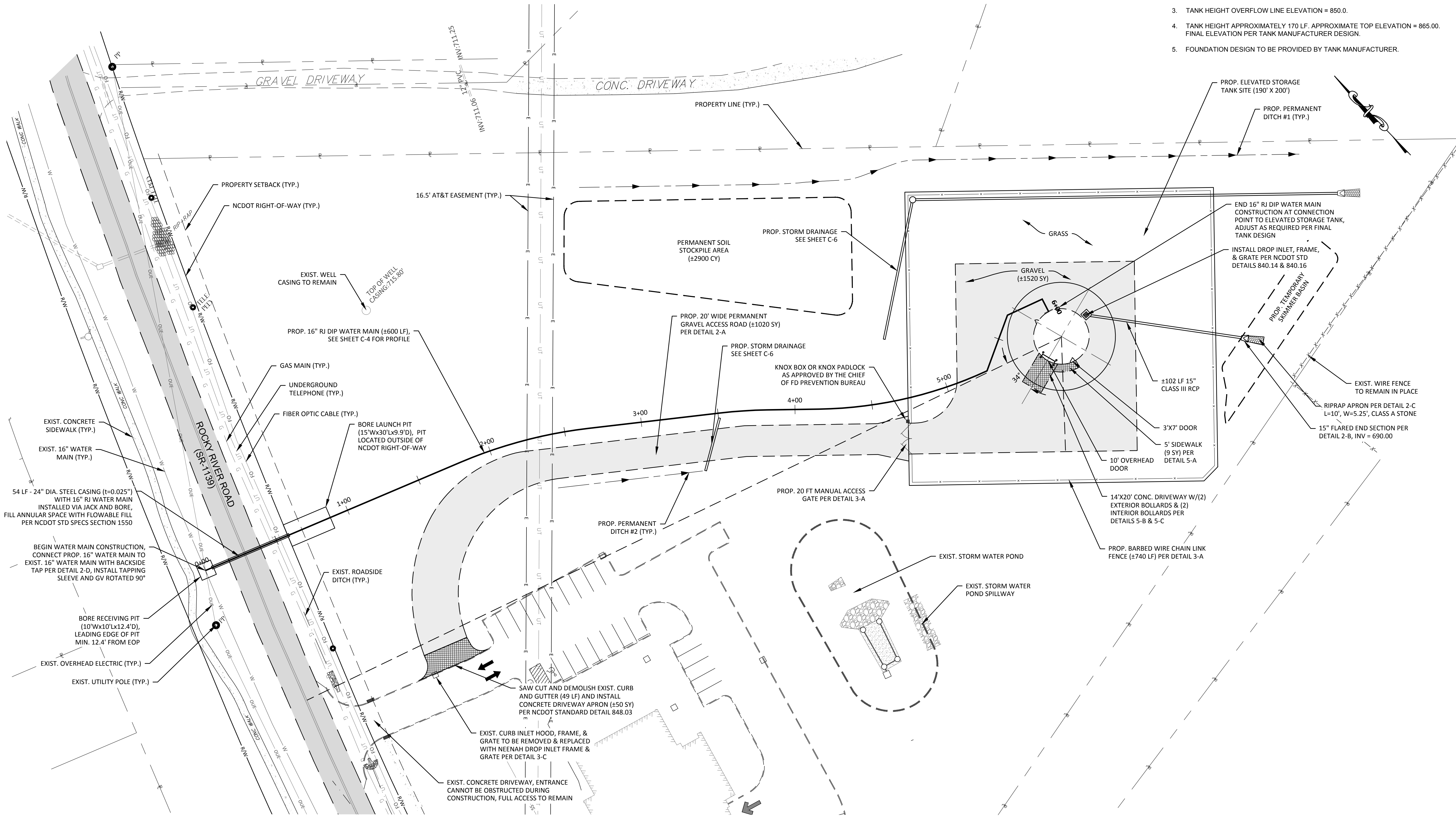
1. INLET / OUTLET AND OVERFLOW PIPING WITHIN THE CONCRETE PEDESTAL SHALL BE TYPE 304L STAINLESS STEEL.
2. PROVIDE HANGERS, BRACKETS, AND THRUST RESTRAINT AS REQUIRED.
3. OVERFLOW SYSTEM SHALL BE DESIGNED TO ACCOMMODATE MAXIMUM FILL RATE. SEE CONTRACT SPECIFICATION.
4. BEGIN PAY ITEM FOR HYDRODYNAMIC MIXING SYSTEM (TMS). SEE SPECIFICATIONS.

MISCELLANEOUS IRON:

1. ALL LADDERS AND LANDINGS SHALL BE GALVANIZED, ARRANGED FOR STRAIGHT RUN.
2. PROVIDE ALUMINUM SAFETY RAILS ON ALL LADDERS.
3. THE BASE BID ROOF ACCESS TUBE SHALL BE 36-INCH MIN. DIAMETER AND TANK ACCESS HATCHES SHALL BE 30" SQUARE MINIMUM. SEE ALTERNATE BID DESCRIPTION FOR CHANGE IN ACCESS TUBE DIAMETER.
4. A REMOVABLE ALUMINUM LOUVER SHALL BE INSTALLED AT THE UPPER LANDING FOR ACCESS TO THE EXTERIOR PAINTER RAIL.

SEAL
66837
7/9/2019

7/10/2019 9:57 AM S:\PROJECTS\HARRISBURG\HARRISBURG WATER TOWER\WORKING CAD\SITE PLAN.DWG



PREPARED BY:

TOWN OF HARRISBURG ELEVATED STORAGE TANK

SITE PLAN

Appr'd.

Date: 07/09/19

Chkd: SMM

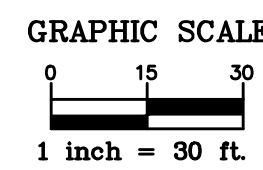
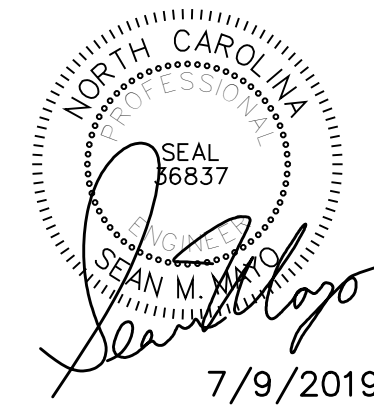
Drwn: MLH

Scale: 1" = 30'

Project No.: 2019-006

Sheet:

C-3

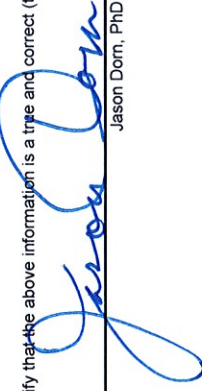


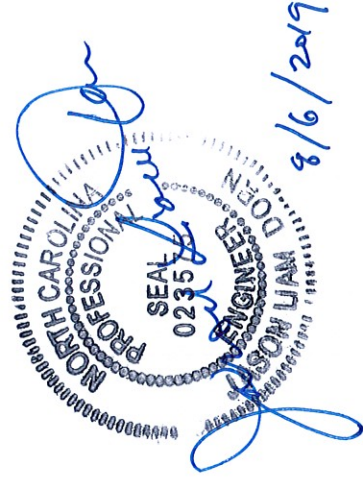
Town of Harrisburg, NC
Schedule of Costs Associated with Elevated Water Storage Tank
FY2019/2021

Component	Cost	Professional Services	Construction
Engineering/Design	\$ 126,200	\$ 126,200	
Construction Management	293,100	293,100	
Legal and Financing Costs	95,700	95,700	
Construction Contract			
Construction/Materials/Subs	2,780,000		\$ 2,780,000
Town Owner's Construction Contingency	270,000		270,000
	<u>\$ 3,565,000</u>	<u>\$ 515,000</u>	<u>\$ 3,050,000</u>

Harrisburg Elevated Storage Tank									
Bid Opening: August 1, 2019									
Bidder Name:		Phoenix Fabricators and Erectors, LLC		CB&I Storage Tank Solutions, LLC		Landmark Structures I, L.P.		Caldwell Tanks, Inc.	
Address		182 South County Road 900 East Avon, Indiana 46123		11560 Great oaks Way, Suite 500 Alpharetta, GA 30022		1665 Harmon Road Forth Worth, TX 76177		4000 Tower Road Louisville, KY 40219	
License Number		21640		82090		43904		2508	
Addenda Acknowledged		YES		YES		YES		YES	
BASE BID									
Item No.	Item Description								
1	Lump sum Bid for 1.0 Million Gallon Elevated Storage Tank, Foundation, Yard/Process Piping and Appurtenances, Electrical Facilities and Site Work	\$	2,654,500.00	\$	2,790,900.00	\$	2,890,000.00	\$	3,413,000.00
2	Lump Sum Cash Allowance for SCADA Instrumentation and Controls	\$	45,000.00	\$	45,000.00	\$	45,000.00	\$	45,000.00
3	Lump Sum Bid for Installation of Altitude Control Valve at Existing Tank	\$	75,000.00	\$	90,000.00	\$	115,000.00	\$	125,000.00
4	TOTAL BASE BID (SUM OF ITEMS 1, 2 & 3) =	\$	2,774,500.00	\$	2,925,900.00	\$	3,050,000.00	\$	3,583,000.00
BID ALTERNATIVES									
Item No.	Item Description								
5	Additional Cost for 4-Inch Conduit in Tower Base for Future Telecommunications	\$	3,000.00	\$	7,100.00	\$	27,000.00	\$	25,000.00
6	Additional Cost for three (3) 8-inch Openings in Tank Base for Future Telecommunications	\$	1,500.00	\$	1,000.00	\$	2,000.00	\$	5,300.00
7	Additional Cost for 60-Inch Roof Access Tube with 36-Inch Access Hatch for Future Telecommunications	\$	3,000.00	\$	25,000.00	\$	8,000.00	\$	1,000.00
8	TOTAL ADD COST OF BID ALTERNATES (SUM OF ITEMS 5,6 & 7) =	\$	7,500.00	\$	33,100.00	\$	37,000.00	\$	31,300.00
9	TOTAL BID COST (SUM OF ITEMS 4 & 8) =	\$	2,782,000.00	\$	2,959,000.00	\$	3,087,000.00	\$	3,614,300.00

I hereby certify that the above information is a true and correct (to the best of my knowledge) tabulation of bids received August 1, 2019.


Jason Dorn, PhD, PE





Gavel & Dorn Engineering, PLLC
6730 Freedom Drive, Charlotte, NC 28214

August 6, 2019

VIA EMAIL

Mr. Rob Donham, PE
Town Engineer
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

RE: Bid Tabulation for Bids Received August 1, 2019
1 MG Elevated Storage Tank

Dear Mr. Donham:

We have reviewed the bids received on August 1, 2019 and attached is a tabulation of the bids for your review and reference. Four bids were received during the bid opening phase and all were responsive to the requirements of the bidding documents. There were no math errors in the bids presented.

The low overall bid was submitted by Phoenix Fabricators and Erectors, LLC in the amount of \$2,782,000.00. As part of the bid package, Phoenix supplied an extensive list of past projects as references. We were able to speak with three of the companies referenced on that list and all spoke favorably of the work completed by Phoenix. Two references were from active construction projects and both cited that the projects were on schedule and on budget.

In summary, Phoenix Fabricators and Erectors, LLC is appropriately licensed for this project with an unlimited bond capacity with no qualifiers on file with the NC Licensing Board for General Contractors. Therefore, G&D recommends award to Phoenix Fabricators and Erectors, LLC in the amount cited in their bid of \$2,782,000.00.

We are available to discuss with you any questions that may arise as you review this tabulation.

Sincerely,
GAVEL & DORN ENGINEERING, PLLC

A handwritten signature in blue ink, appearing to read "Jason Dorn".

Jason Dorn, PhD, PE
Partner

Attachments

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Harrisburg ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Harrisburg Elevated Storage Tank

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Gavel & Dorn Engineering, PLLC
- 3.02 The Owner has retained Gavel & Dorn Engineering, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 480 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 540 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of one percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert 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.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. 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; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. 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.

- G. 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.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to , inclusive).
 - 3. Payment bond (pages 1 to , inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: Harrisburg Elevated Storage Tank.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 8, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

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

NOTE(S) TO USER:

1.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)



AN ORDINANCE AMENDING THE 2018-2020 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 Water and Sewer Capital Projects Fund project ordinance for the fiscal years beginning July 1, 2018 and ending June 30, 2020:

Section 1. Amend Water and Sewer Capital Projects Fund line items to account for the total project cost for the Harrisburg Elevated Water Storage Tank and related installment financing.

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

Increase line item 631-6450-57100 Construction	\$ 475,000
---	------------

Increase line item 631-6450-56310 Professional Services	\$ 215,000
--	------------

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

Increase line item 631-49597 Proceeds from Installment Financing	\$ 690,000
---	------------

Section 4. To amend the dates of the Water and Sewer Capital Projects Fund to the fiscal years beginning July 1, 2018 and ending June 30, 2021.

Section 5. 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 6. That this ordinance shall be effective upon its passage. Adopted this 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

To Town of Harrisburg, North Carolina
From Davenport & Company LLC
Date August 12, 2019
Subject 2019 Installment Financing Contract RFP Summary

Background

Davenport & Company LLC (“Davenport”), on behalf of the Town of Harrisburg, NC (the “Town”), distributed a Request for Proposals (“RFP”) to secure a commitment for a direct bank loan evidenced by an Installment Finance Contract to finance the re-development and expansion of Harrisburg Park, construction of a Water Tower, and pay the related costs of issuance. The IFC will be secured by a Deed of Trust and Security Agreement in the Harrisburg Park and Water Tower.

The RFP was distributed to over 70 National, Regional, and Local lending institutions. After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

As part of the RFP process, responding institutions were asked to provide Tax-Exempt Non-Bank Qualified interest rates for two amortization options and bidders were encouraged to submit a proposal for one or both options:

1. Option 1: 15-Year
2. Option 2: 20-Year

RFP Responses

Through this process, the Town was able to secure seven responses to the RFP, including:

1. Branch Banking and Trust Company (“BB&T”);
2. Capital One Public Funding, LLC (“Capital One”);
3. First Bank (“First Bank”);
4. First Internet Bank (“First Internet Bank”);
5. Raymond James Capital Funding, Inc. (“Raymond James”);
6. Sterling National Bank (“Sterling Bank”);
7. TD Bank (“TD Bank”).

The following pages contain a summary of the key terms and conditions for the responses received.

August 12, 2019

Discussion Points

1. Interest Rate

A summary of the interest rates proposed by the seven bidders is outlined in Table 1 below. All interest rates are fixed through final maturity, except for TD Bank whose 20-year options had a 15-year put option.

Table 1: Summary of Interest Rates Received

	A	B	C
	Option	Option 1: 15-Year	Option 2: 20-Year
1	Capital One	2.83%	3.09%
2	First Internet Bank	3.40%	3.40%
3	Sterling National Bank	2.64%	2.85%
4	Raymond James	2.46%	-
5	First Bank	2.94%	3.29%
6	BB&T	2.69%	3.10%
7	TD Bank	2.27% / 2.42% ¹	2.31% / 2.46% ^{1, 2}

¹ The first rate is subject to a make whole redemption provision (Option A); the second is prepayable at par (Option B).

² 20-year rates are subject to a 15-year put option and not fixed through maturity.

Based upon the proposals received, the following lenders provided the lowest interest rate options held firm through the anticipated closing date and fixed through final maturity:

- Option 1 – 15-years: **TD Bank & Raymond James**
While TD Bank provided the lowest overall interest rate option, the proposal included additional restrictive financial covenants not required for other proposers; therefore, the Raymond James proposal is also evaluated.
- Option 2 – 20-years: **Sterling Bank**
While TD Bank provided the lowest stated interest rate, their rates were not fixed until maturity and would be subject to a 15-year put provision that could require a balloon principal payment in year 15. Therefore only the Sterling Bank proposal has been evaluated for the 20-year option.

The remainder of this memo will focus on these proposals.

August 12, 2019

2. Prepayment Provisions

Prepayment provisions offered by Raymond James, Sterling Bank, and TD Bank are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Lender	Prepayment Provisions
Raymond James	In whole or in part on or after August 1, 2029 on any business day at par. Partial prepayments shall be applied in inverse order of maturity and has a minimum of \$500,000 and requires increments of \$5,000.
Sterling Bank	In whole or in part after year 4 on any date at 101% in years 5-8 and at par thereafter.
TD Bank	Option A: In whole or in part on any date subject to a Break Funding Fee that is calculated as: [Amount Being Prepaid x (Original Rate - Current Rate) x Days in the Remaining Term/360 Days] + Any Accrued Interest. Option B: In whole or in part on any date at par.

3. Bank Closing Fees

Bank closing fees required by Raymond James, Sterling Bank, and TD Bank are shown in Table 3 below.

Table 3: Summary of Bank Closing Fees

Lender	Bank Closing Fees
Raymond James	\$15,000 Lender's Counsel & 0.25% Discount
Sterling Bank	\$10,000 Lender's Counsel
TD Bank	\$15,000 Lender's Counsel

August 12, 2019

4. Estimated Debt Service

A summary comparison of the estimated debt service structure for the two options outlined previously are shown in table 4. The preliminary estimated debt service shown accounts for estimated costs of issuance.

Table 4: Summary of Estimated Debt Service

Term Lender Bank Qualification	B		C		D		E	
	15-Year		15-Year		15-Year		20-Year	
	TD Bank Option A ¹		TD Bank Option B		Raymond James		Sterling Bank	
	NBQ		NBQ		NBQ		NBQ	
1 Prepayment Provisions	Prepayable in whole or in part on any date subject to a "Break Funding Fee" ²		Prepayable in whole or in part on any date at par.		Prepayable in whole or in part on or after August 1, 2029 on any business day at par. ³		Prepayable in whole or in part after year 4 on any date at 101% in years 5-8 and at par thereafter.	
2								
3 Sources								
4 Par Amount*	\$ 13,270,000		\$ 13,270,000		\$ 13,304,000		\$ 13,265,000	
5 Total	\$ 13,270,000		\$ 13,270,000		\$ 13,304,000		\$ 13,265,000	
6								
7 Uses								
8 Project Fund - Park and Water Tower	\$ 13,175,000		\$ 13,175,000		\$ 13,175,000		\$ 13,175,000	
9 Cost of Issuance*	80,000		80,000		80,000		80,000	
10 Bank Fees	15,000		15,000		48,260		10,000	
11 Additional Proceeds*	-		-		740		-	
12 Total	\$ 13,270,000		\$ 13,270,000		\$ 13,304,000		\$ 13,265,000	
13								
14 Interest Rate*	2.2700%		2.4200%		2.4600%		2.8500%	
15 All-In TIC*	2.3733%		2.5241%		2.6007%		2.9299%	
16								
17 First Interest Payment	2/1/2020		2/1/2020		2/1/2020		2/1/2020	
18 First Principal Payment	8/1/2020		8/1/2020		8/1/2020		8/1/2020	
19 Final Maturity	8/1/2034		8/1/2034		8/1/2034		8/1/2039	
20								
21 Debt Service*								
22 Fiscal Year								
23 2020	\$ 106,267		\$ 113,289		\$ 115,457		\$ 133,369	
24 2021	1,175,196		1,194,438		1,202,381		1,031,605	
25 2022	1,156,117		1,174,033		1,181,573		1,013,695	
26 2023	1,136,028		1,152,616		1,159,753		994,771	
27 2024	1,115,938		1,131,199		1,137,932		975,847	
28 2025	1,095,849		1,109,782		1,116,112		956,923	
29 2026	1,075,759		1,088,365		1,094,292		937,999	
30 2027	1,055,670		1,066,948		1,072,472		918,089	
31 2028	1,035,580		1,045,531		1,050,652		899,194	
32 2029	1,015,491		1,024,114		1,028,831		880,298	
33 2030	995,401		1,002,697		1,007,011		861,403	
34 2031	975,312		981,280		985,191		842,507	
35 2032	954,234		958,875		963,371		823,612	
36 2033	934,167		937,482		941,551		804,716	
37 2034	914,100		916,089		919,730		785,821	
38 2035	894,033		894,696		897,910		766,925	
39 2036	-		-		-		748,030	
40 2037	-		-		-		729,134	
41 2038	-		-		-		710,239	
42 2039	-		-		-		691,343	
43 2040	-		-		-		672,448	
43 Total	\$ 15,635,144		\$ 15,791,431		\$ 15,874,217		\$ 17,177,967	

* Preliminary and subject to change.

¹ Rate is subject to a make whole redemption provision (Option A).

² The Break Funding Fee is calculated as follows: Break Funding Fee = [Amount Being Prepaid x (Original Rate - Current Rate) x Days in the Remaining Term/360 Days] + Any Accrued Interest.

³ Partial prepayments shall be applied in inverse order of maturity and shall be subject to a minimum amount of \$500,000 and increments of \$5,000 in excess thereof.

August 12, 2019

Recommendation

Based upon our review of the proposals, related analyses, and discussions with Town Staff, Davenport recommends that the Town select the Sterling Bank 20-year Tax-Exempt Non-Bank Qualified proposal. The 20-year term is consistent with the assumptions included in the Town's financial forecasting model and provides the lowest annual payment. Sterling Bank's 20-year proposal provides the lowest 20-year rate that is fixed for the life of the loan. In addition, the proposal provides flexibility to prepay in whole or in part after year four, on any date, at 101% in years five through eight and at par thereafter.

Next Steps

Date	Task
August 12 th	▪ Town Council Meeting – Town Council holds Public Hearing – Town Council considers selecting a winning bidder – Town Council considers adopting a Findings Resolution
September 4 th	Agenda deadline for September 9 th Town Council meeting
September 9 th	▪ Town Council Meeting ▪ Town Council considers adopting a Final Resolution (if necessary)
September 10 th	LGC considers approving the financing
By September 26 th	Close on financing

August 12, 2019

The U.S. Securities and Exchange Commission (the “SEC”) has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC (“Davenport”) has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

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

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author’s and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

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

Version 01.13.14 | BD CB MB TC



RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS: The Town of Harrisburg ("Town") has previously determined to undertake a project for the financing of a one million gallon elevated water storage tank, (the "Project"),

BE IT THEREFORE RESOLVED, as follows:

1. The Town hereby determines to finance the Project through Sterling National Bank. The amount financed shall not exceed \$3,265,000 at an interest rate not to exceed 2.85% and the financing term shall not exceed twenty (20) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse expenditures for the project that is to be financed from the proceeds of determined financial institution. The Town intends that funds that have been advanced, or that may be advanced, from the Town's General Fund, or any other Town fund related to the project, for project costs, may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to act on behalf of the Town of Harrisburg in reviewing contracts in order to submit an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 12th day of August 2019.

The motion to adopt this resolution was made by Councilmember _____, seconded by Councilmember _____ and passed by a vote of _____ to _____.

[Mayor]

ATTEST:

[Clerk]

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 12th day of August 2019.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to Consider Changing the Name of Existing Forest Street to Gamble McClure Lane.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the request to change the name of existing "Forest Street" to "Gamble McClure Lane" as received in a petition from Ms. Barbara Mason Caldwell.

Description/Background:

The Town of Harrisburg received a petition from Ms. Barbara Mason Caldwell to change the name of existing Forest Street to Gamble McClure Lane. According to the petition, the McClure Family has played a major role in the growth of the African American community in Harrisburg. The first house built by the McClure family was on Forest Street and the McClure grandchildren, great grandchildren and great-great-grandchildren currently live on Forest Street. The petitioner is seeking to change the name of the street in honor of the McClure Family.

Upon approval of this request, the existing Forest Street, beginning at the intersection of Alexander Ave/Sims Pkwy, and terminating at the Z-Max Blvd upon completion of existing Forest Street extension, will be renamed Gamble McClure Lane. Staff reached out to Cabarrus County Street Addressing and the proposed name "Gamble McClure Lane" is available for use. A resolution is attached for your consideration.

Recommendation:

Staff recommends approval of the petitioner's request to change the name of existing "Forest Street" to "Gamble McClure Lane" and adopt a resolution as presented.

Fiscal Impact:

None.

Attachments:

1. StreetNameChange Req_Forest Street
2. Site Location Map
3. Resolution_Forest Street Name Change_Rev
4. Notice of Public Hearing letter_Rev 7.30.19

Street Sign Change
A petition of Barbara Mason Caldwell
Name of Petition Sponsor
Addressed to Harrisburg City Council

We the undersigned would like to bring you attention to the following recommendation.
~~Forest~~
CHANGE ~~FORST~~ DRIVE IN HARRISBURG, NC TO GAMBLE MCCLURE LANE

STATE OF PETITION

The McClure Family has played a major part of the black community growth in Harrisburg, North Carolina. The first house built was Minnie McClure, along with her daughter and husband. Minnie's two sons Allen McClure, and James McClure built homes on the same street. Minnie Gamble McClure grandchildren, great grands and great great grans are presently living on Forest Drive. Her Daughter, Bessie McClure Earl's son, Andrew Earl, served on the City Council Board some years ago.

AGREED UPON BY THE FOLLOWING PEOPLE:

Page two

NAME	ADDRESS	SIGNATURE
1. STEVE BROOKS	101 FOREST ST	Steve Brooks
2. MARCO MCCLURE	113 Forest St	Marcus A. McClure
3. NOEL BAKER	4113 Forest Dr.	Noel Baker
4. BRENDA MCCLURE	113 Forest Dr.	Brenda McClure
5. DAWGONE MCCLURE	113 Forest Dr.	Dawgone McClure
6. BETTY J. MCNEIL	9075 Robinson Rd.	Betty J. McNeil
7. CURRIE EARL	107 Forest Dr. Harrisburg	Currie Earl
8. JERRY SCOTT	10 Forest Dr. Harrisburg	Jerry Scott
9. KATIE WHARTON	14446 Glendon Hwy	Katie Wharton
10. HARRY ORR	4514 COURTYARD BLVD	Harry A. Orr
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		





Town of Harrisburg
4100 Main Street, Suite 101
P.O. Box 100
Harrisburg, NC 28075

Receipt Number: R00249476
Cashier Name: Carly Bedgood
Terminal Number: 20
Receipt Date: 3/22/2019 4:49:48 PM

Trans Code: 45100 - Compliance Permits

Name: ROAD NAME CHANGE APPLICATION

\$500.00

Product: Compliance Permits

Description: Compliance Permits

GL Account: 100-45100 - Compliance Permits

Amount: \$500.00

ROAD NAME CHANGE APPLICATION 500.00

Compliance Permits 500.00

Total Applied Amount:

\$500.00

Payment Method: Cash

Payor: ROAD NAME CHANGE APPI Reference:

Amount: \$500.00

Total Payment Received:

\$500.00

Change:

\$0.00

Date: March 20, 2019

To whom it may concern:

My name is Barbara Caldwell and I reside in Harrisburg, North Carolina. I am requesting to change Forest St. in Harrisburg, North Carolina to Olde McClure Circle. Attached you will find names and signatures that are in agreement for the change, along with \$500.00 not to include the street sign fee. I have thoroughly been explained from your office about what process has to be taken and look forward into completing this project soon. Thanking you in advance!

Sincerely Yours,

Barbara Caldwell, MBA

4305 Old Stone Drive

Harrisburg, NC 28075

Phone: 704-907-2289

Home: 980-258-0858



**CABARRUS COUNTY 911
NAMING OR RENAMING ROAD PETITION FORM**

A \$150.00 review fee (+3% tech fee), + cost of advertising Public Hearing + cost of new street sign(s) + cost of required mailing and notices for a Street Name Change submittal.

DATE: 11/27/2018

EMAIL: bcaldwell29@carolina.rr.com

We, the undersigned owners of parcels of property with frontage

on Forest Street, (see attached map)
(Road or street name)

in Cabarrus County, North Carolina and in compliance with the resolution passed by the Cabarrus County Board of Commissioners dated March 12, 1979, dealing with the naming or renaming of duplicate or deceptively similar road names hereby

Request that Forest Street State Route # North Carolina
(Road or street name) (If applicable)

be named or renamed to:

McClure Ct ~~old~~ McClure Circle

Beginning at: Intersection of Sims Parkway and Forest Drive and

Ending at: Forest Street

With such street encompassing approximately 360 feet.

We, the undersigned also agree that with the placement of our signature on this petition, we therefore, acknowledge our approval of this procedure throughout the entire due process of naming or name changing and waive any and all requirements that we be served with notice of a public hearing. We further acknowledge that the aforementioned signature on this petition is irrevocable and may not be removed. (Please attach additional signature sheet if necessary)

NAME
Barbara Caldwell

ADDRESS
4305 Old Stone Drive

SIGNATURE
Barbara Caldwell
Key: 7d51777b2b2d0d208e034a3ac16715

NOTE: A minimum of 51% of the property owners with road frontage along the street/road must sign this petition for a name change or road naming to be considered by the Cabarrus County Board of Commissioners

Street sign Change

A petition of Barbara Mason Caldwell

Name of Petition Sponsor

Addressed to Harrisburg City Council

We the undersigned would like to bring your attention to the following recommendation.

Change Forest Drive in Harrisburg, NC to McClure Drive

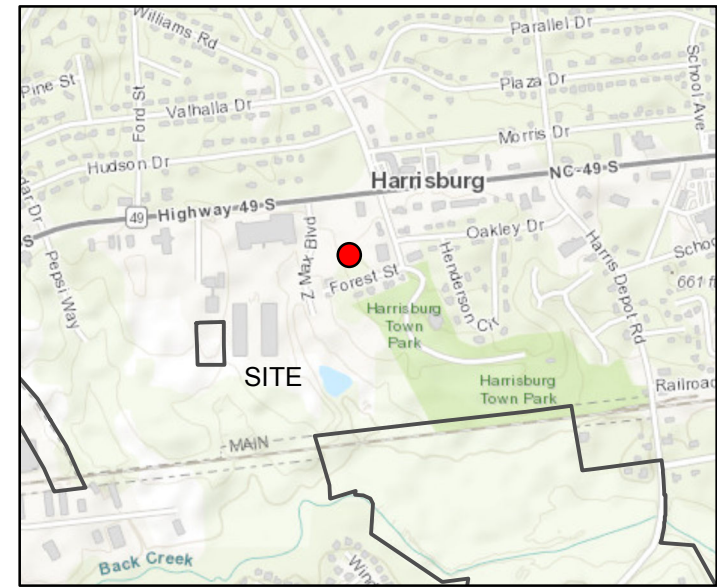
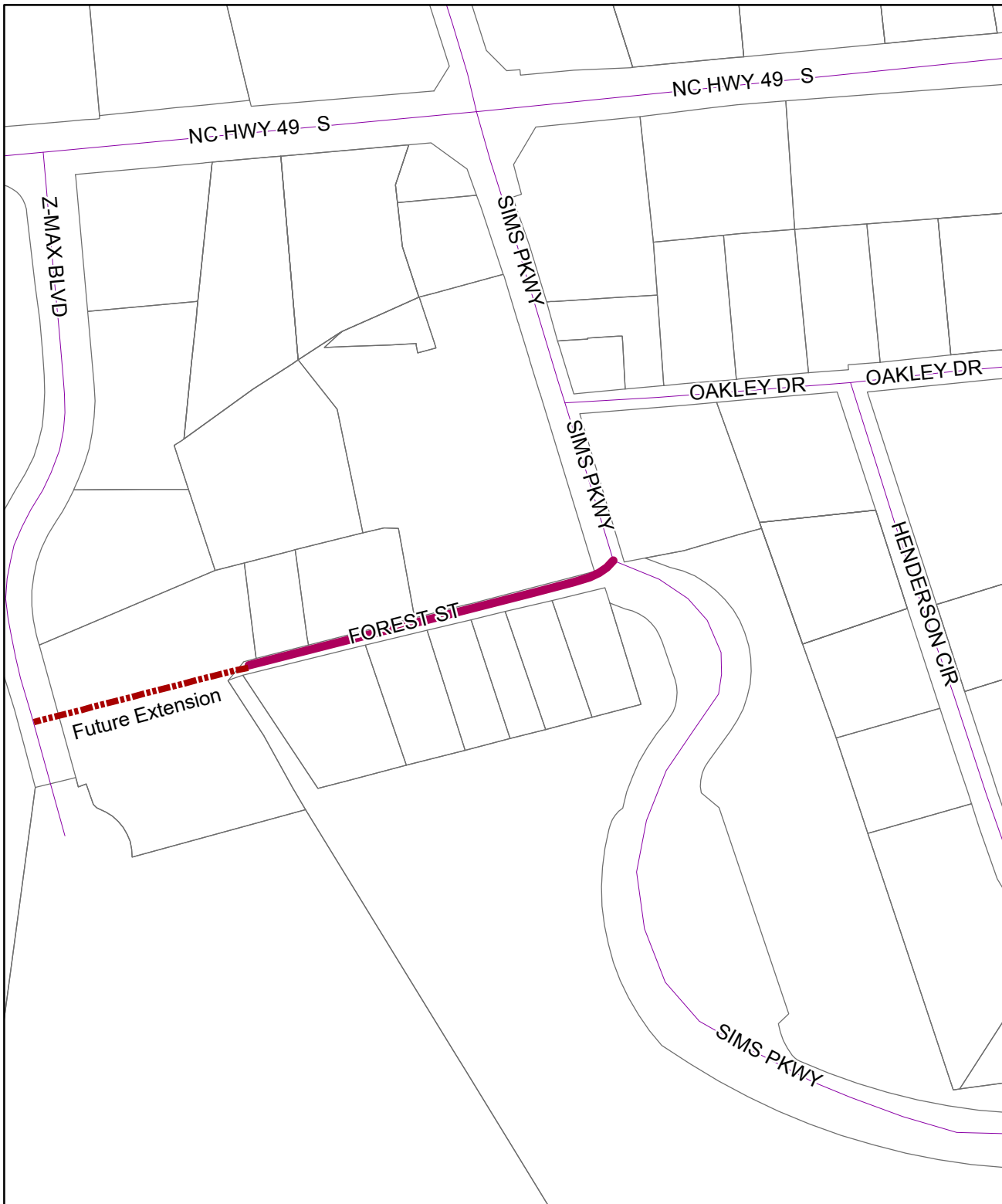
STATEMENT OF PETITION

The McClure Family has played a major part for the black community growth in Harrisburg, North Carolina. The first house built was Minnie McClure, along with her daughter and husband. Minnie's two sons Allen McClure, and James McClure built homes on the same street. Minnie McClure grandchildren, great grands and great- great grands are living on Forest Drive. Her daughter, Bessie McClure Earl's son, Andrew Earl, served on the City Council Board some years ago.

AGREED UPON BY THE FOLLOWING PEOPLE:

	Name	Address	Signature
1	Jerry Earl	105 Forest Dr.	
2	Sandra Earl	105 Forest Dr.	Sandra Earl
3	Katica Kiser	13 Forest Dr.	Katica Kiser
4	Lamont Earl	107 Forest Dr.	Lamont Earl
5	Marva McClure	113 Forest Dr.	Marva McClure
6	Jonique Kiser	113 Forest Dr.	Jonique Kiser
7	Garice Thomas	Tammy NC	Garice Thomas
8	James Earl	109 Forest Dr.	James Earl
9	Bessie McClure	113 Forest Dr.	Bessie McClure
10	Khondra Kiser	5891 Birchfield Ln	Khondra Kiser
11	Tierra McClure		Tierra McClure
12	Belamy Bena	111 Forest Street	Belamy Bena
13	Reggie Bena	111 Forest St	Reggie Bena
14	Shelia Earl	117 Forest St	Shelia Earl
15	Nancy Earl	117 Forest St	Nancy Earl
16	Nabrisia Withers	113 Forest St	Nabrisia Withers
17	Carol Earl	107 Forest Dr.	Carol Earl
18	Yvonne Montgomery	101 Forest St	Yvonne Montgomery
19	Sharon N. Brooks	101 Forest St	Sharon N. Brooks
20	Henry F. Johnson Jr	113 Forest Dr.	Henry F. Johnson Jr
21	Marion A. McClure	113 Forest Dr.	Marion A. McClure
22	Tommye Weathers	113 Forest Dr.	Tommye Weathers
23	Dora McClure	113 Forest Dr.	Dora McClure
24	Shirley Motley	64 Columbia Rd.	Shirley Motley
25	Betty J. McNeil	1089 Rebins Chapel	Betty J. McNeil

	Name	Address	Signature
26	MORENA MACCLURE		
27	Teleda Lynch	113 Forest Dr	McClure-Morena
28	William H. Kelly	113 Forest Dr	Teleda Lynch
29	Keith Luons		
30	Kia Benton		
31	Darrelly Benton		
32	Rosa Jackson	113 Forest St	
33	Oliver Walters	3024 Falk Hill Rd	
34	Alberta Albert	3375 Shalby	
35	Robert Pham		
36	Anna Hamster		
37	Gayle Monroe	142 Buffalo Parkway	
38	Terry Heilig	4819 Bromberg Ln	
39	Lia McClure	315 Flower	
40	Arron McClure	113 Forest Dr	
41	Demarius McClure	113 Forest Dr	
42	Ashena McClure	113 Forest Dr	
43	Maria McClure	113 Forest	
44	David McClure		
45	Darlene McClure		
46	Patricia E. Lynch		
47	Phyllis Menders		
48	Melli Lynch		
49	Shalanda Holbrook		
50	CAROLINE HOIBROOK		
55	CATHERINE SMOTHERSON		
56	Alvin J. McClure		
57	Richard Jones	104 Beckett & Beckley Dr	
58	Gay Lynch		
59	Raymond Blum		
60	Chad C.		
61	Arelle McClure		
62	Nico McClure		
63	Julia White		
64	Julia White		
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Street Renaming

Applicant: Barbara Caldwell

Current Street Name: Forest Street

Proposed Street Name: Gamble McClure Lane

 Forest Street to be renamed to Gamble McClure Lane



0 120 240 480 Feet



**A RESOLUTION TO CHANGE THE STREET NAME OF FOREST STREET TO
GAMBLE McCLURE LANE**

WHEREAS, the Town of Harrisburg received a petition from Ms. Barbara Mason Caldwell to change the name of existing Forest Street to Gamble McClure Lane; and

WHEREAS, the McClure Family has played a major role in growth of African American community in Harrisburg; and

WHEREAS, the First house built by McClure family was on Forest Street and McClure grandchildren, great grands and great-great-grands currently live on Forest Street; and

WHEREAS, the Town of Harrisburg Town Council called for a Public Hearing on July 8th, 2019 and held a Public Hearing on this matter on August 12th, 2019;

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

Existing Forest Street, beginning at the intersection of Alexander Ave/Sims Pkwy, and terminating at the Z-Max Blvd upon completion of existing Forest Street extension, shall be renamed Gamble McClure Lane.

Adopted this 12th day of August, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



July 30, 2019

Notice of Public Hearing

To Whom It May Concern;

Our records indicate that you own property with frontage on Forest Street, between Alexander Ave/Sims Pkwy and Z-Max Blvd. The Town of Harrisburg received a petition to change the street name from Forest Street to Gamble McClure Lane. The Town Council will hold a Public Hearing to consider changing the names of the streets at the date and time stated below.

The number at Town Hall is 704-455-5614 if you have any questions prior to the meeting.

Forest Street Renaming Public Hearing

Date: Monday, August 12th, 2019

Time: 6:00 PM

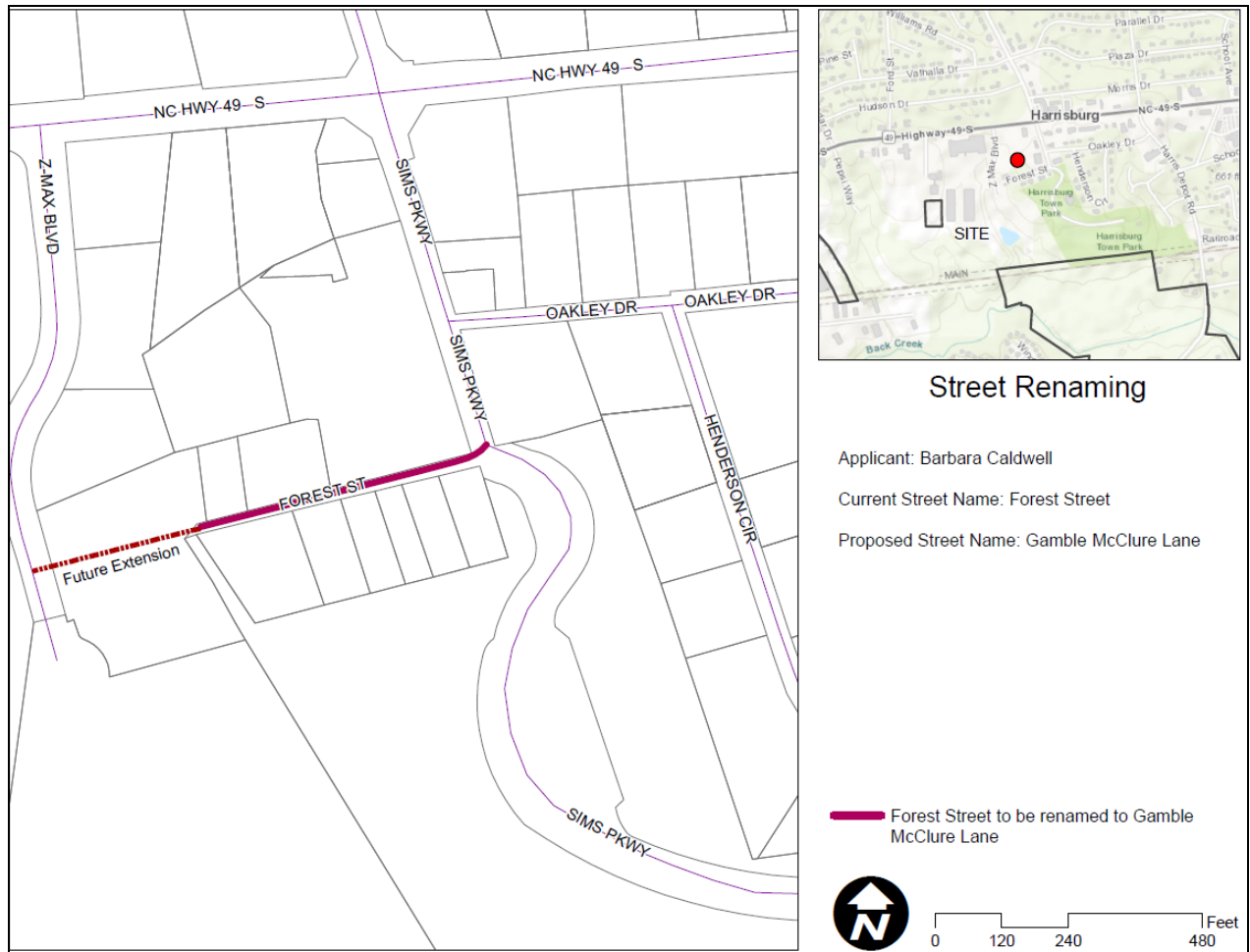
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Sushil Nepal

Sushil Nepal, AICP
Planning & Economic Development Director
Town of Harrisburg

Forest Street Renaming – Location Map





TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Memorandum of Understanding and Funding Approval - Harrisburg Passenger Rail Station

Presenting Personnel:

Suggested Motion or Action:

If Approved:

1. To approve the attached Memorandum of Understanding for the train station and authorize the Town Manager and Town Attorney to make any necessary modifications to execute the document.
2. To approve the attached project ordinance to create the capital project fund and related budget funding.

Description/Background:

The Town, North Carolina Railroad (NCR), and NCDOT-Rail Division have been discussing the opportunities for a passenger rail station in Harrisburg since 2015.

A feasibility study was completed in 2016 that outlined eight (8) potential station locations along the Hwy 49 rail corridor through Harrisburg. Of those eight potential locations, only one location remains a viable option.

NCR has identified Harrisburg as one of its most important locations for a new passenger rail station, citing the need for an additional station to service the growing Harrisburg community as well as the growing University City area northeast of Charlotte's center-city.

The Town views the passenger rail station as a unique opportunity to provide an additional mode of transportation for area residents, spur economic development in the surrounding area, and offers potential long-term benefits such as access to light-rail that would not be possible without rail access.

In addition to these community benefits, the Town also seeks to make the facility a dual-use facility by locating desperately needed office space for the Town's law enforcement division (Cabarrus County Sheriff's Department) within the facility.

NCR has agreed to fund up to \$6 million for the construction of the train station, including all necessary facilities, parking lots, etc.; and have agreed to transfer ownership of these facilities over to the Town upon completion.

As part of the agreement, the Town would fund the site acquisition costs of the property and any additional construction costs associated with "community use" space desired by the Town. The Town would also agree to maintain and operate the facility moving forward.

A draft Memorandum of Understanding is presented that outlines the details of each parties responsibilities. Staff and the

Town Attorney continue to work out the details of the document, but the general features of the document are presented for consideration.

Project Details:

- NCRR will acquire the property and construct the station and its facilities
- NCRR will construct a roughly 3,000 square foot passenger rail facility, with appropriate parking
- NCRR will also construct, at the instruction of the Town, additional square footage considered as "community use"
- NCRR will turn ownership of all facilities (except the rail platform) over to the Town upon completion
- The Town will reimburse NCRR for property acquisition costs and construction costs associated with the project
- The Town will own and operate the facility moving forward
- The Town's upfront investment is \$1.75 million

Recommendation:

Staff recommends approving the proposed Memorandum of Understanding and necessary budget amendment and Capital Project Ordinance establishing the Capital Project Fund for the project.

Fiscal Impact:

Capital Project Ordinance of \$1.75 million for the entire project; to include land acquisition costs and construction costs associated with the "community use" space desired by the Town.

The funding is to be covered by transfers from the General Fund Capital Reserve Fund. As funds are needed to be spent on the project, transfers will be made to have the funding in place.

Attachments:

1. Train Station MOU Presentation
2. DRAFT - Memorandum of Understanding
3. Project Ordinance - Harrisburg Train Station 08122019
4. Amendment - GFCRF Train Station Transfer 08122019



HarrisburgNC
The right side of opportunity

Train Station – Memorandum of Understanding

August 12, 2019

Project Overview

- Since 2015, the Town of Harrisburg, North Carolina Railroad (NCRR), and NCDOT-Rail Division have been discussing the possibility of locating a passenger rail station in Harrisburg to meet the growing demands of rail access north of Charlotte center-city
- In 2016, a feasibility study was completed that reviewed eight (8) parcels in Harrisburg that were deemed to have rail access
 - Only one of the eight sites remains a viable option for rail access due to development of the sites, or further investigation into the sites revealed they were not adequate
- NCRR and NCDOT-Rail Division have determined that Harrisburg is one of its most important new station site locations in the State
- Town leaders have met extensively with NCRR to prepare a Memorandum of Understanding (MOU) that will outline the potential partnership

Project Outcome

- To construct a passenger rail station in Harrisburg, North Carolina
- The station will be an inter-city passenger rail station, meaning it will serve as an independent stop on multiple rail line routes
 - Similar to stations in Kannapolis, Salisbury, and Apex, NC
- The platform will be designed so that it can serve both north and south bound trains
- The station will be serviced by Amtrak, and will be part of the 'Piedmont' and 'Carolinian' train service routes:
 - The 'Piedmont' runs daily from Charlotte to Raleigh; making stops in Salisbury, High Point, Greensboro, Burlington, Durham, and Cary
 - The 'Carolinian' runs daily from Charlotte to New York; making stops in Greensboro, Raleigh, Richmond, VA, Washington, DC, and Philadelphia, PA

- Located along Hwy 49, the location gives the facility great visibility and easy access for passengers, as well as close proximity to Town Center



Dual Service Facility

- Throughout the conversations with NCRR the Town looked for creative ways to use the facility as more than just a passenger rail station, especially if Town funds were associated with the project
- NCRR has agreed to allow the Town to construct an additional 2,000-2,500 square feet as part of the train station facility, with the space to be used as the Town desires
- The Town intends to use the additional square footage of the facility to house the Cabarrus County Sheriff's Department's Harrisburg Division
 - The deputies currently use a single office space in the Fire Administration building and are in need of additional office and storage space
 - The facility will be designed so that it can be flexible in the future if the law enforcement services are moved from the building

What are the benefits/opportunities?

- Provides the community with an alternative mode of transportation to regional cities along the Atlantic Coast
- Dual service facility that will provide needed office space to the Town's law enforcement division
 - Can be used for community rental space or retail space in the long-term future
- Spur/Enhance economic development in/around the station
- Provides a 'sense of place' to a community that lacks a distinguishing feature/attraction
- Purchase price of property is less than market value
- Obtaining a \$6+ million asset at a fraction of the cost
- Recognizes the historical impact of a train depot to the Town
- Having rail access provides potential for long term transit opportunities such as light rail

What are the risks?

- This is a now or never decision for the Town
 - Due to limited rail access sites in Town, if the Town does not pursue this project at this point, rail access will not be available again in the future
- Investment in a passenger rail station that serves only a few residents on a daily basis
 - NCRR estimates 10-20 riders per day in the early years, with expansion to 30+ riders per day
- Purchasing a parcel that is not ultimately utilized as a train station if there is a breach/end of contract by the Town or NCRR
- Future opportunities or benefits, such as light rail, are never achieved

Is there a public safety concern?

- There is common thought that train stations derive unwanted activity and visitors; however data from similar suburban train stations offers no correlation between the station and an increase in unwanted activity or visitors
- Train hopping is not a common problem
- Anyone accessing the platform of the train must be a paid ticket holder
- Security cameras and gates will be utilized to prevent unpaid passengers from entering the platform area
- The station's proximity/visibility to Hwy 49 will limit the desire/ability for loiterers to engage in unwanted activity
- The location of the Sheriff's Department within the facility will be a major deterrent; however, this may not be the long-term location

Memorandum of Understanding

- Guiding document for the Town, NCRR, NCDOT-Rail Division, Norfolk Southern, and Amtrak outlining the responsibilities of each party
- **NCRR Responsibilities:**
 - Fund up to \$6 million for the construction of the station; including facility, platform, skybridge, parking lot, driveway, utilities, and all requirements to meet Town building standards and code requirements
 - Will be responsible for the initial site acquisition and construction of the project
 - Acquire all necessary approvals with Amtrak, Norfolk Southern, and NCDOT-Rail
 - Complete all necessary environmental, deed, title, and closing requirements for land acquisition
 - Coordinate with the Town on the design and layout of the facility
 - Turn ownership of the land and facilities over to the Town upon completion

Memorandum of Understanding

- **Harrisburg Responsibilities:**

- Reimburse NCRR for the purchase amount of the real property within 120 days of NCRR closing on the property
- Reimburse NCRR at the time of construction for any construction costs associated with the “community use” portion of the facility
- Responsible for any costs of construction of the train station over \$6 million
 - NCRR has not begun construction estimates, but there is no expectation of an overage at this time
- Maintain and operate the building moving forward
- Abandon the rights-of-way associated with Saddle Creek Court to allow for the project
- Provide NCRR with credits towards construction that the Town would otherwise provide itself as a town-constructed project (ex: permit fees, utility connections)

Additional Information:

- Appraised Land Value: \$1.55 million
- Land Purchase Price: \$1.39 million
- If approved:
 - Close on the property on August 16th
 - Design and engineering is expected to take 8-10 months
 - Construction of the project is expected to take 12-18 months
 - NCRR estimates rail service beginning sometime in 2021
- A budget amendment to fund \$1.75 million is proposed to create a Capital Project Fund for the multi-year project

Questions?

Motions for Approval:

- To approve the attached Memorandum of Understanding for the train station and authorize the Town Manager and Town Attorney to make any necessary modifications to execute the document.
- To approve the attached project ordinance to create the capital project fund and related budget funding.

MEMORANDUM OF UNDERSTANDING

**Harrisburg Passenger Station
Milepost 363.2**

NORTH CAROLINA RAILROAD COMPANY

AND

TOWN OF HARRISBURG

AND

NORFOLK SOUTHERN RAILWAY COMPANY

AND

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) made and entered into this the _____ day of _____, 2019, between NORTH CAROLINA RAILROAD COMPANY (“NCRR”), the TOWN OF HARRISBURG (“Town”), NORFOLK SOUTHERN RAILWAY COMPANY (“NSR”), and the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (“NCDOT”);

WITNESSETH

WHEREAS, NCRR owns certain contiguous real property interests of varying width extending from Charlotte to Morehead City commonly known as the North Carolina Railroad Corridor (“NCRR Corridor”); and

WHEREAS, the Town is a municipality in Cabarrus County, North Carolina, located along the NCRR Corridor; and

WHEREAS, the Town and NCRR desire to undertake a project for the planning, design, construction, operation and maintenance of a new intercity rail passenger station in Harrisburg, Cabarrus County, North Carolina along the NCRR Corridor, to be located approximately at Milepost 363.2; and

WHEREAS, once designed and constructed, the Town desires to have the new intercity rail passenger train station in Harrisburg served by NCDOT supported intercity passenger trains operated by Amtrak; and

WHEREAS, NCRR and NSR entered into a Master Agreement dated July 27, 1999 (“Master Agreement”) and a Trackage Rights Agreement dated July 27, 1999 (Trackage Rights Agreement”), which agreements provide that NSR has exclusive freight trackage rights over the lines and property of NCRR in the NCRR Corridor; and

WHEREAS, Section 11 of the Master Agreement provides for the process for providing additional passenger train service on NCRR tracks; and

WHEREAS, NCRR recognizes the Town’s desire for a Town owned intercity rail passenger station in Harrisburg along the NCRR Corridor and that the same will provide benefits to the public, including the citizens of Cabarrus County and surrounding region; and

WHEREAS, NCDOT recognizes that an intercity rail passenger station in Harrisburg meets NCDOT’s long range plans for intercity passenger rail stations and supports previous feasibility study recommendations, as reflected in the “Benefits of State-Supported Passenger Rail Services in North Carolina” (2015) and “Harrisburg Rail Station Site Assessment Study Update” (July 2016); and

WHEREAS, NSR is willing to provide the support for a new Harrisburg intercity rail passenger station as set forth herein; and

WHEREAS, the Town has requested assistance from NCRR for land acquisition, site development planning, design and architecture, and construction of the proposed Town owned intercity rail passenger station facilities; and

WHEREAS, the Town, NCRR, NSR and NCDOT have agreed to collaborate on a proposed Harrisburg intercity rail passenger station in the manner and to the extent as set forth herein; and

WHEREAS, the parties now seek to enter into this Memorandum to outline their understanding, expectations, and agreement in principle as to each party’s responsibilities with respect to the proposed Harrisburg intercity rail passenger station project.

NOW, THEREFORE, the parties hereto, set forth the following premises and understandings:

1. **PROJECT**: Pursuant to this Memorandum, the Parties agree to collaborate on the land acquisition, site planning, permitting, design and architecture, construction, operation and maintenance of a proposed new passenger train station in Harrisburg, Cabarrus County, North Carolina (“Project”). The Project will further the goals of the Town and NCDOT in providing additional intercity passenger train service along the Charlotte to Raleigh corridor in North Carolina. It is understood that the Project will include:

A. Acquisition of real property in Cabarrus County on which to locate new proposed intercity rail passenger station facilities;

- B. Site development planning for the intercity rail passenger station facilities, including all required environmental assessments;
- C. Design and architecture work and permitting for the intercity rail passenger station facilities;
- D. Construction of the intercity rail passenger station facilities;
- E. Closure of a portion of Saddle Creek Court (Right of Way “C” on Exhibit A) in Harrisburg in order to accommodate the new intercity rail passenger station, and abandon and convey to NCRR the Town’s and NCDOT’s ownership interests, if any, in that portion of Saddle Creek Court being closed for the Project; and
- F. To the extent desired by NSR, conducting a Rail Traffic Controller (RTC) capacity study for the new station.
- G. Design and construction of a “Community Use” space desired by the Town as part of the new intercity rail passenger station.

2. **FUNDING**: NCRR has committed to spend up to six million dollars (\$6,000,000.00) in actual costs for the initial land acquisition, site development planning, design and architecture work, and construction of the Project as set forth herein.

The Town agrees to: (a) reimburse NCRR for the actual costs of the land acquisition, (b) be responsible for all amounts in excess of six million dollars (\$6,000,000.00) for the Project; (c) be responsible for all ongoing costs of operation and maintenance of the new intercity rail passenger station facilities once constructed, in perpetuity; and (d) be responsible for actual construction costs associated with additional square footage desired by the Town for “Community Use” beyond the intercity rail passenger station space requirements of NCRR.

NCDOT shall be responsible for all costs associated with the closure of Saddle Creek Court in Harrisburg and all costs associated with any extension of state supported passenger train service to a new Harrisburg station following construction. To the extent that NSR desires that a capacity modeling study be conducted for the new station, NCDOT shall be responsible for conducting and bearing the costs of any such study.

3. **SCOPE OF RESPONSIBILITIES:** Each of the Parties has agreed to accept certain responsibilities under this Memorandum for the Project as set forth below:

A. NCRR Responsibilities:

1. Initial acquisition of the real property in Harrisburg on which to locate the passenger station in order to secure the property, which costs shall be reimbursed by the Town as set forth below;
2. Site development planning work, permitting and environmental assessments for the Project, including hiring and coordination of any consultants needed to perform this work;
3. Design and architecture work for the Project, including hiring, management, and coordination of any consultants needed to perform this work, in coordination with the Town; and
4. Construction of the Project, including permitting and hiring, management and coordination of any consultants needed to perform this work.
5. Coordination of Project to completion working in conjunction with the Town, NSR and NCDOT.

B. Town Responsibilities:

1. Reimburse NCRR for the actual costs of the real property acquired in Harrisburg for the passenger station within one hundred twenty (120) days of NCRR closing on the purchase of the property; and
2. Reimburse NCRR for the actual costs associated with the construction of any “community use” portion of the facility desired by the Town that is beyond the scope identified by NCRR; and
3. Ownership of the real property and the intercity rail passenger station facilities for the Harrisburg station as set forth in Section 4 herein;
4. All ongoing maintenance for the intercity rail passenger station facilities and the real property, in perpetuity; and
5. Abandon and convey to NCRR the Town’s ownership interest, if any, in the portion of Saddle Creek Court being closed for the Project.

C. NCDOT Responsibilities:

1. Closure of a portion of Saddle Creek Court (Right of Way “C” on Exhibit A) in Harrisburg in order to facilitate the Project;
2. Abandon and convey to NCRR NCDOT’s ownership interest, if any, in the portion of Saddle Creek Court being closed for the Project;
3. Make application to Amtrak to include the new Harrisburg intercity rail station as a passenger stop; and
4. Make a good faith effort to work with NSR and Amtrak to accommodate the addition of the Harrisburg passenger station.

D. NSR Responsibilities:

1. Make a good faith effort to work with NCRR, the Town and NCDOT on the Project, including developing other agreements necessary for the construction of the passenger station facilities and for the track and signal work necessary for the Harrisburg passenger station.
2. Make a good faith effort to work with NCDOT and Amtrak to accommodate the addition of the Harrisburg passenger station;
3. Coordinate with the NCDOT and NCRR on any track and structure design plans necessary for the Project, as a Project expense;
4. Coordinate with NCDOT and NCRR on any signal and communication work necessary for the Project, as a Project expense; and
5. Perform any other mutually agreed upon work that will progress the planning of the Project, as a Project expense.

D. NCRR, NSR and NCDOT Responsibilities:

1. Coordinate on any capacity modeling of the Project desired by NSR, which shall be performed at NCDOT’s expense.

4. **OWNERSHIP**

It is understood that NCRR shall acquire the real property on which the passenger station will be constructed and manage the construction of the project until completion. Notwithstanding the foregoing, the Town shall reimburse NCRR for the actual expenses associated with the real property acquisition within one hundred twenty (120) days following closing.

Within sixty (60) days following completion of the Project by NCRR and the Town, NCRR shall transfer ownership of all property and passenger station facilities being designed and constructed as part of this Project pursuant to this Memorandum to the Town. Completion of the Project shall be determined when NCRR and the Town mutually agree, in writing, that the Project is constructed and complete.

5. **INDEMNIFICATION**

The Town agrees to be responsible for, and shall protect, defend, indemnify and hold harmless NCRR from and against any and all loss, costs, actions, damages, claims, suits, liabilities, penalties, fines, fees (including attorney's fees), charges and expenses (including defense expenses) of any nature whatsoever arising from or related to this Project ("Claims"), including, without limitation, Claims involving the loss of life of or personal injury to any person, or the loss of, damage to or destruction of any property, except to the extent that such loss of life, personal injury or property loss or damage is caused by the sole negligence of NCRR. The Town agrees to enter into any other agreements necessary to cover its indemnification obligations as to NCRR and any other Party.

6. **OTHER AGREEMENTS**

The Parties agree to work cooperatively on any definitive agreements that are necessary for the acquisition of the land, site development planning, design and architecture work, construction, ownership operation, indemnification, maintenance, track and signal work, and use of the passenger station facilities.

7. **TERMINATION**

NCRR shall have the right to abandon this Project at any time prior to beginning construction work on the Project. Termination of the NCRR's participation must be effected by written notice to the Town a minimum of thirty (30) days prior to the termination date. Furthermore, failure on the part of the Town to comply substantially with any of the material provisions of this Memorandum prior to completion of construction, including, but not limited to, the failure of the Town to reimburse NCRR for the land acquired for the new passenger station as set forth herein, will be grounds for NCRR to withdraw its participation in the Project.

~~Should NCRR withdraw its participation in the Project under any provision of this Memorandum, the Town agrees that it shall reimburse NCRR, within sixty (60) days of receipt of an invoice, the actual cost of work performed by NCRR or its contractors, including any costs or penalties associated with early termination of the construction contract.~~ prior to closing on the purchase of the real property, the Town shall not be responsible for reimbursement to NCRR for any expense associated with the Project to that point.

Should NCRR withdraw its participation in the Project under any provision of this Memorandum after purchase of the real property, the Town shall reimburse NCRR for the expenses associated with property acquisition, including, but not limited to, the actual purchase price for the real property, and NCRR will transfer ownership of the real property to the Town within sixty (60) days.

The Town shall have the right to abandon this Project at any time prior to NCRR acquiring the real property for the passenger station facilities. Termination of the Town's participation must be effected by written notice to NCRR a minimum of thirty (30) days prior to the termination date. Furthermore, failure on the part of NCRR to comply substantially with any of the material provisions of this Memorandum prior to the commencement of construction will be grounds for the Town to withdraw its participation in the Project. However, should the Town withdraw its participation under any provision of this Memorandum, the Town agrees that it shall reimburse NCRR, within sixty (60) days of receipt of an invoice, the actual costs of the real estate acquired by NCRR as set forth in Sections 1-4 herein and the actual cost of work performed by NCRR or its contractors.

8. **EFFECT OF MEMORANDUM**

This Memorandum shall not affect any existing agreements between or among any of the Parties. It is further understood that this Memorandum does not purport to identify or address all the issues, terms and conditions, including, but without limitation to, railroad insurance, liability, compliance, taxation, indemnification, and compensation requirements that remain to be negotiated between the Parties in connection with any proposed definitive agreements necessary for the Project.

Except as otherwise expressly provided herein, this Memorandum constitutes a non-binding statement of basic policies and principles for the scope and implementation of the Project.

The Parties will use reasonable good faith efforts to enter into any definitive agreements that may be required with regard to the implementation and completion of the Project contemplated herein.

9. **AMENDMENT**

This Memorandum may not be modified or amended except by subsequent written modification approved and authorized by the governing boards of each party and signed by an authorized representative of each party.

10. **ENTIRE AGREEMENT**

This Memorandum contains the entire agreement between the parties with respect to the subject matter contained herein, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Memorandum shall be valid or binding.

11. **APPLICABLE LAW**

The parties agree that this Memorandum is to be governed and construed in accordance with all applicable laws of the State of North Carolina; and the parties agree to be subject to the jurisdiction and laws of the State of North Carolina and that the Cabarrus County Superior Court is an appropriate venue. Any controversies arising out of this Memorandum shall be governed by and construed in accordance with the laws of the State of North Carolina.

12. **NOTICES**

All notices pursuant to this Memorandum shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing:

[Add addresses for Notice]

NCRR:

North Carolina Railroad Company
2809 Highwoods Blvd.
Raleigh, NC 27604
ATTN: Scott Saylor, President

Town:

Town of Harrisburg
PO BOX 100
Harrisburg, NC 28075
ATTN: Haynes Brigman, Town Manager

NSR:

NCDOT:

13. **COUNTERPARTS**

This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original for any purpose, and all of which shall constitute one and the same document.

-Remainder of Page Left Blank-

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum the day and year heretofore set out by their respective duly authorized officers.

ATTEST: NORTH CAROLINA RAILROAD COMPANY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Remittance Address:
North Carolina Railroad Company
2809 Highwoods Blvd.
Raleigh, NC 27604

ATTEST: TOWN OF HARRISBURG

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Remittance Address:
Town of Harrisburg
P.O. Box 100
Harrisburg, NC 28075

ATTEST: NORFOLK SOUTHERN RAILWAY COMPANY

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Remittance Address:
Norfolk Southern Railway Company
Amanda Guiliano, Manager of Collections
1200 Peachtree Street
Atlanta, GA 30309

DRAFT

ATTEST:

BY: _____
Secretary to Board of Transportation

DEPARTMENT OF TRANSPORTATION

BY: _____
DEPUTY SECRETARY FOR TRANSIT

Remittance Address:
North Carolina Department of
Transportation
1551 Mail Service Center
Raleigh, NC 27699-1551



A CAPITAL PROJECTS ORDINANCE FOR THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital projects ordinance is hereby adopted:

Section 1. The project authorized is the purchase of land for a partnership with NCRAIL to provide a train station in Harrisburg. The project will be paid for with a transfer of General Fund Capital Reserve Fund dollars.

Section 2. The officers of the Town are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3. Appropriations

That for the expense of the Town Government and its activities, as it relates to multi-year capital projects, for the fiscal year beginning July 1, 2019, and ending June 30, 2022, the amounts in the following subsection, or so much as may be necessary, are hereby appropriated:

Project - Harrisburg Train Station:

Construction	<u>\$ 1,750,000</u>
--------------	---------------------

Section 4. Revenue Estimates

The Town has and does estimate that the following revenues will be available during the fiscal years beginning July 1, 2019 and ending June 30, 2022:

Project - Harrisburg Train Station:

Transfers from General Fund Capital Reserve Fund	<u>\$ 1,750,000</u>
--	---------------------

Section 5.

Copies of this capital projects ordinance shall be furnished to the Clerk to the Town Council and to the Budget Officer and the Finance Officer for direction in carrying out this project. No purchases or budget revisions shall be made until reviewed and pre-audited by the Finance Officer.

Section 6.

That this ordinance shall be effective upon its passage. Adopted this 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 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, 2020:

Section 1. Amend General Fund Capital Reserve Fund line items to account for the transfer of funds to the General Fund Capital Projects Fund – Economic Development for the Train Station project.

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

Increase line item 200-8500-59109	\$ 1,750,000
Transfers Out – GFCPF – Economic Development	

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

Increase line item 200-48599	
Appropriated Fund Balance	\$ 1,750,000

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 12th day of August, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Fire Department Contract for the purchase of a 2020 Smeal Firetruck

Presenting Personnel:

Brian Lee, Deputy Finance Director

Suggested Motion or Action:

To approve the contract for the purchase of a 2020 Smeal Custom Side Mount Pumper Apparatus, as attached.

Description/Background:

The Fire Department currently has a 2002 model Luverne Fire Engine that spent 12 years in service as a front-line truck and an additional 5 years as a reserve truck.

As part of the FY2020 Budget and CIP, \$615,000 was approved for the purchase of a new engine that will be placed in service at the new Station #2. The current engine at Station #2 will be placed into reserve status and the Luverne engine can be retired from the fleet.

The total cost of the truck, including inspection and delivery is \$595,093. Payment is not required until completion and acceptance. At that time, during FY2021, the payment will be financed with an installment loan.

Recommendation:

Staff recommends approval of the contract, as attached.

Fiscal Impact:

The fiscal impact to the Town is \$595,093.

There is no fiscal impact to the Town during FY2020. An installment purchase contract will be entered into in FY2021, when the truck is delivered and accepted by the Town.

The balance of the \$615,000 budget will be utilized for tools for the truck and related financing costs.

Attachments:

1. SMEAL CONTRACT FINAL 07302019

BID PROPOSAL

Harrisburg Fire Department

6450 Morehead Road

Harrisburg, NC 28075



SMEAL

610 West 4th Street
Snyder, NE 68664

402.568.2224

www.smeal.com



A SPARTAN MOTORS
BRAND

610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

SMEAL.COM



Chief Dunn, Captain Gill
Harrisburg Fire Department
6450 Morehead Road
Harrisburg, NC 28075

Date 06/24/2019

Dear Chief Dunn, Captain Gill

We are pleased to offer the attached proposal package. We would like to thank you for the opportunity for allowing us to supply you with this information.

As you may already be aware, Smeal Fire Apparatus Co. has been in business since 1964 developing, designing and manufacturing the highest quality aerials, platforms and pumper apparatus on the market today. We have a proven track record in many communities ranging from the small run volunteers to the high run large municipalities. Our apparatus are built with pride and integrity every day. Effective 1/1/17, Smeal Fire Apparatus Co. was acquired by Spartan Motors USA, Inc. Spartan is an industry leader in Emergency Response, and we expect the combined company to continue to meet and exceed your quality and service expectations.

We can assure that you will be pleased with not only the end product but the process involved from start to finish in the manufacturing of your apparatus.

Please call me at 828-446-9690 or e-mail me at rob@acfiretrucks.com if I can be of assistance.

Sincerely,

Atlantic Coast Fire Trucks

Rob Smith

Sales



A SPARTAN MOTORS
BRAND

610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

SMEAL.COM



Sourcewell Vendor Number: 100143

Date 06/24/2019

TO: Harrisburg Fire Department
6450 Morehead Rd. Harrisburg, NC 28075

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following apparatus and equipment:

Proposal Description (I.e. "One (1) 2020 Smeal Custom side mount Pumper

For the sum of: Five hundred ninety-five thousand and ninety-three dollars

Dollars \$ 595,093.00

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to deliver same 420 calendar days after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Holding LLC, properly executed, subject to all causes beyond our control.

Proposal Terms These terms are at 100% pay at final completion w/ \$100 a day over contract

The amount named in this proposal shall remain firm for a period of # 60 days from the date of same. State and local taxes, if any, are not included above figure. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that Change Orders executed after contract acceptance may delay delivery. It is understood by both the buyer and the seller that Change Orders executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).



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This Proposal Document, in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Proposal Document will be the date it is signed and accepted by the Seller.

Performance Bond Required:



Performance Bond NOT required.



Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

All checks must be made payable to Smeal Holding LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Holding LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Official ownership documents shall remain property of the seller until the purchase price is paid in full. Upon receipt of payment, ownership documents shall be forwarded to purchaser.

Respectfully submitted,

We agree to accept the above proposal:

x Rob Smith

x _____

SMEAL HOLDING LLC

Atlantic Coast Fire Trucks

Rob Smith

(Printed Name)

Date: 6/24/19 (mmddyy)

Date: _____ (mmddyy)



A SPARTAN MOTORS
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610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

SMEAL.COM

SALES CONTRACT

(Standard)

This Sales Contract is made and entered into by and between Smeal Holding LLC (Smeal), a wholly owned subsidiary of Spartan Motors, USA Inc., Seller and Harrisburg Fire Department Buyer.

PRODUCT DESCRIPTION:

Proposal Description (I.e. "One (1) 2020 Smeal Custom side mount Pumper

PURCHASE. Buyer does hereby agree to purchase and accept delivery of the apparatus described in the Smeal Holding LLC. Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions: Contract Payment Terms: This price is paying 100% at final completion of apparatus, (3) Trips with (3) FD personnel to the Smeal Plant and a chassis inspection for (3) FD personnel to the Spartan Plant. Also includes (1) Service personnel from ACFT for final inspection. \$2000 Sourcewell payment. And \$100 a day penalty clause for late contract build of 420 days. Includes all lodging, Flights, and meals

1. **ACCEPTANCE.** This Sales Contract shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.

2. **COMPLETION.** The Smeal supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed within approximately 420 calendar days after written acceptance of this Sales Contract by the Seller, or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance will delay delivery.

3. **SPECIFICATIONS.** The attached Smeal Proposal, shall control the construction of the apparatus and be binding upon both Buyer and Seller, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Buyer's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail.

4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

Contract Warranty Description

(Copies may be attached.)

5. **PERFORMANCE BOND.** The following bonding provisions are applicable:



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SMEAL.COM

SALES CONTRACT

(Standard)



Performance Bond NOT required.



Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

6. LIMITATION OF REMEDIES. In no event shall Seller be liable for special, incidental, or consequential damages nor for any damages which exceed the purchase price of the apparatus.

7. PRICE. Buyer agrees to pay for the apparatus described herein the total sum of:

Five hundred ninety-five thousand and ninety-three dollars

Dollars

Dollars \$.595,093.00

State and local sales taxes, if any, are not included in the purchase price. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).

Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Smeal, completion of any discrepancy list, and shipment of Apparatus and Equipment from Smeal's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications.

8. PAYMENT. The purchase price shall be paid in the following manner:

Contract Payment Terms: This price is paying 100% at final completion of apparatus, (3) Trips with (3)FD personnel, and a chassis inspection for (3) FD personnel. Also includes (1) Service personnel from ACFT for final inspection. \$2000 Sourcewell payment. And \$100 a day penalty clause for late contract build of 420 days.



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BRAND

610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

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SALES CONTRACT

(Standard)

All checks must be made payable to Smeal Holding LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Holding LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. **SELLER'S REPRESENTATIONS.** All representations made and/or actions taken by a dealer or agent either before or after execution of this Sales Contract are not binding on the Seller. This Sales Contract in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Sales Contract will be the date it is signed and accepted by the Seller.

10. **BUYER'S REPRESENTATIONS.** Buyer is a Buyer Type Fire Department ,

and has the power and authority to enter into this Sales Contract and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Buyer and is the valid, enforceable and binding obligation of Buyer; and Buyer represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Sales Contract. Buyer represents that the individuals listed below have authority to sign all documents including but not limited to, all change orders on behalf of Buyer.

Contract Buyer Chief Bryan Dunn

Contract Buyer Captain Steve Gill

Contract Buyer

11. **DELAY ON PERFORMANCE.** Seller's Performance under this Sales Contract is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. **TESTING.** In the event Buyer wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all tests shall be promptly forwarded to Seller. If Buyer fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.



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SALES CONTRACT

(Standard)

13. **TITLE.** All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession.

14. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to this Sales Contract:

14.1 **Entire Agreement.** This Sales Contract, and the specifications and warranty attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Sales Contract shall be binding upon either Seller or Buyer unless reduced to writing and signed by them.

14.2 **Severability.** If any term, covenant or condition of this Sales Contract, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Sales Contract or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sales Contract shall be valid and enforceable to the fullest extent permitted by law.

14.3 **Binding Effect.** This Sales Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

IN WITNESS WHEREOF, this Sales Contract has been duly executed by the parties hereto on the date set forth opposite their name.

The effective date of this Sales Contract will be determined upon delivery of the buyers signed Sales Contract to the Seller and the acceptance of the contract by Spartan/Smeal. The effective start date begins on the date the Seller accepts and signs the Sales Contract and the acceptance of the contract by Spartan/Smeal. The effective date will officially signify the start of production and the \$100 a day penalty clause for late contract build of 420 days. Seller will notify the buyer in writing acceptance of the Sales Contract, effective start date and production schedule no later than 14 calendar days of Sellers acceptance of the Sales Contract.



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610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

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SALES CONTRACT

(Standard)

To be completed by the Authorized Smeal Distributor

By: x Rob Smith

Date: 06 / 24 / 2019

Atlantic Coast Fire Trucks

Rob Smith

Sales

Mailing Address of Customer: Harrisburg Fire Department

6450 Morehead Road

Harrisburg, NC 28075



A SPARTAN MOTORS
BRAND

610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

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SALES CONTRACT

(Standard)

To be completed by the Purchasing Entity

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: _____

Signature: _____ Date: ____/____/____

Attests: _____ Date: ____/____/____



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BRAND

610 W 4th St. Snyder, NE 68664 | P: 402.568.2224

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SALES CONTRACT

(Standard)

To be completed by Smeal Holding LLC

By: _____ Date of Acceptance: ____/____/____

Smeal Holding LLC

Attests: _____ Date: ____/____/____



610 WEST 4TH ST. - P.O. BOX 4
SHYDER, NEBRASKA 68664

smeal.com
(402) 558-2224

WE BUILD RESPECT.

2 Year Smeal Protection Plan Limited Warranty

Two (2) Years

1. Smeal Fire Apparatus Company ("Smeal") warrants to each original purchaser only that the Smeal apparatus manufactured by Smeal, shall be free of defects in material and workmanship for a period of two (2) years, beginning on the 30th day from the invoice date for the completed apparatus.

2. This warranty shall only cover Smeal manufactured apparatus and installed components supplied by Smeal.

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. This repair or replacement shall be without charge to the original purchaser and Smeal shall have the sole right to elect whether the vehicle or items shall be repaired or replaced, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts which are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

a) The original purchaser must provide documentation to the satisfaction of Smeal. In addition, all testing results or reports must be provided to Smeal's Customer Service department within thirty (30) days of inspection or testing, otherwise this warranty shall be deemed null and void.

b) The claimed defect must manifest itself during the warranty period;

c) The original purchaser must notify Smeal in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser;

d) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God, or operation beyond rated capacity; or

b) Any liability for direct or indirect damages or delays resulting from any defects, including, but not limited to, special, incidental, or consequential damages, loss of use, or loss of profits; or

c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

d) Non-structural cracks or breakage.

e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

f) Ordinary maintenance services or adjustments.

g) Replacement of any ordinary maintenance items, including but not limited to, filters, screens, lubricants and light bulbs; or

h) Any item which is manufactured by any person or entity other than Smeal that is separately warranted in any manner by said person or entity.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the vehicle or item has been damaged in an accident or act of God, or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. PERFORMANCE OF REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS, EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

10. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Option ID: W02450



610 WEST 4TH ST. - P.O. BOX 4
SNYDER, NEBRASKA 68664

smeal.com
(402) 555-2224

WE BUILD RESPECT.

Galvanized Body Sub-Structure (GS-36) Integrity Limited Warranty: Pumper/Rescue Apparatus Models- Smeal Manufactured Parts

Twenty (20) Years

1. Smeal Fire Apparatus Company ("Smeal") warrants that the galvanized body sub-structure (GS-36); which is manufactured by Smeal, shall be free of structural or design failure or workmanship for a period of twenty (20) years or 100,000 miles, beginning on the 30th day from the invoice date for the completed apparatus.

2. This warranty shall only cover structural components identified in the Smeal specifications of GS-36 (body and tank sub-structure).

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. This repair or replacement shall be without charge to the original purchaser and Smeal shall have the sole right to elect whether the vehicle or items shall be repaired or replaced, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts which are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

a) The original purchaser must provide any requested documentation to the satisfaction of Smeal. In addition, all testing results or reports must be provided to Smeal's Customer Service department within thirty (30) days of inspection or testing, otherwise this warranty shall be deemed null and void.

b) The claimed defect must manifest itself during the warranty period;

c) The original purchaser must notify Smeal in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser;

d) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God, or operation beyond rated capacity; or

b) Any liability for direct or indirect damages or delays resulting from any defects, including, but not limited to, special, incidental, or consequential damages, loss of use, or loss of profits; or

c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

d) Non-structural cracks or breakage.

e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

f) Ordinary maintenance services or adjustments.

g) Replacement of any ordinary maintenance items, including but not limited to, filters, screens, lubricants and light bulbs; or

h) Any item which is manufactured by any person or entity other than Smeal that is separately warranted in any manner by said person or entity.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the vehicle or item has been damaged in an accident or act of God, or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. PERFORMANCE OF REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS, EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

10. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Option ID: W20100A



610 WEST 4TH ST. - P.O. BOX 4
SHYDER, NEBRASKA 68664

smeal.com
(402) 563 2274

WE BUILD RESPECT.

Plumbing and Piping Limited Warranty Smeal Manufactured Parts

Ten (10) Years

1. Smeal Fire Apparatus Company ("Smeal") warrants to each original purchaser only that the Stainless Steel plumbing piping shall be free from corrosion (perforation) is defined as an actual hole through the piping material caused by corrosion) for a period of ten (10) years, beginning on the 30th day from the invoice date for the completed apparatus.

2. This warranty shall apply only to the piping for the discharges and intakes plumbed to the truck's main water pump and shall not include the pump or any of its accessories.

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. This repair or replacement shall be without charge to the original purchaser and Smeal shall have the sole right to elect whether the vehicle or items shall be repaired or replaced, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts which are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

a) The original purchaser must provide any requested documentation to the satisfaction of Smeal. In addition, all testing results or reports must be provided to Smeal's Customer Service department within thirty (30) days of inspection or testing, otherwise this warranty shall be deemed null and void.

b) The claimed defect must manifest itself during the warranty period;

c) The original purchaser must notify Smeal in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser;

d) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God, or operation beyond rated capacity; or

b) Any liability for direct or indirect damages or delays resulting from any defects, including, but not limited to, special, incidental, or consequential damages, loss of use, or loss of profits; or

c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

d) Non-structural cracks or breakage.

e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

f) Ordinary maintenance services or adjustments.

g) Replacement of any ordinary maintenance items, including but not limited to, filters, screens, lubricants and light bulbs; or

h) Any item which is manufactured by any person or entity other than Smeal that is separately warranted in any manner by said person or entity.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the vehicle or item has been damaged in an accident or act of God, or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. PERFORMANCE OF REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS, EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

10. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Option ID: W10300A



610 WEST 4TH ST. - P.O. BOX 1
SNYDER, NEBRASKA 68668

smeal.com
(402) 368-2224

WE BUILD RESPECT.

Body/Structural Integrity (Aluminum and Galvanneal) Limited Warranty Smeal Manufactured Parts

Ten (10) Years

1. Smeal Fire Apparatus Company ("Smeal") warrants that the body of each newly constructed apparatus which is manufactured by Smeal shall be free of structural or design failure or workmanship for a period of ten (10) years or 100,000 miles, beginning on the 30th day from the invoice date for the completed apparatus.

2. This warranty shall cover the body, including tubular support, water tank cradle support, body/pump house mount structures, and other structural components as set forth in Smeal's body specifications.

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. This repair or replacement shall be without charge to the original purchaser and Smeal shall have the sole right to elect whether the vehicle or items shall be repaired or replaced, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts which are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

a) The original purchaser must provide any requested documentation to the satisfaction of Smeal. In addition, all testing results or reports must be provided to Smeal's Customer Service department within thirty (30) days of inspection or testing, otherwise this warranty shall be deemed null and void.

b) The claimed defect must manifest itself during the warranty period;

c) The original purchaser must notify Smeal in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser;

d) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God, or operation beyond rated capacity; or

b) Any liability for direct or indirect damages or delays resulting from any defects, including, but not limited to, special, incidental, or consequential damages, loss of use, or loss of profits; or

c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

d) Non-structural cracks or breakage.

e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

f) Ordinary maintenance services or adjustments.

g) Replacement of any ordinary maintenance items, including but not limited to, filters, screens, lubricants and light bulbs; or

h) Any item which is manufactured by any person or entity other than Smeal that is separately warranted in any manner by said person or entity.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the vehicle or item has been damaged in an accident or act of God, or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. PERFORMANCE OF REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS, EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

10. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Option ID: W10100A



610 WEST 4TH ST. - P.O. BOX 4
SNOYER, NEBRASKA 68661
smeal.com
(402) 353-2224

WE BUILD RESPECT.

Paint and Corrosion Limited Warranty Smeal Painted Parts

Three (3) Years Paint / Ten (10) Years Corrosion Perforation

1. The warranty period shall begin on the 30th day from the invoice date for the completed apparatus.

2. Except as provided below, for a period of three (3) years after delivery to the original purchaser, Smeal Fire Apparatus Co. ("Smeal") warrants to the end user that its body is free of blistering, peeling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the body of this vehicle. This limited warranty shall apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle. If the buyer discovers a defect or nonconformity it must notify Smeal in writing within thirty (30) days after the date of the discovery. This limited warranty is not transferable by the first user, and is applicable to the vehicle in the following percentage costs of warranty repair, if any:

Topcoat Durability & Appearance: Gloss, Color Retention & Cracking	Integrity of Coating System: Adhesion, Blistering/Bubbling	Corrosion: Dissimilar Metal and Crevice
0-36 months 100%	0-36 months 100%	0-36 months 100%

3. This limited warranty applies only to the body exterior paint. Paint on the vehicle's undercarriage, and body interior (line-x coating included), or aerial structure related paint, if applicable, is warranted only under the Smeal Basic Two Year Limited Warranty.

4. In addition to the foregoing, and subject to all terms and conditions of this limited warranty, except cost allocations, Smeal warrants its body exterior paint for a period of ten (10) years against corrosion perforation.

5. Smeal makes no warranty whatsoever as to:

(a) Integral parts, components, attachments or trade accessories not manufactured by Smeal, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply;

(b) Any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect or accident;

(c) Any vehicle chassis or component, part, attachment or accessory shall have been repaired, altered or assembled in any way by others than Smeal which, in the sole judgment of Smeal, affects the performance, stability or purpose for which it was manufactured; and

(d) Products or parts which are not defective but which may wear out and have to be replaced during the warranty period. Smeal assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Smeal.

Warranty Inclusions:

- Peeling or delamination of the topcoat and/or other layers of paint.
- Cracking or checking.
- Excessive loss of gloss caused by cracking, checking or hazing.

Warranty Exclusions:

- Paint deterioration caused by blisters or other film degradation due to rust or corrosion originating from the substrate
- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy-duty pressure washing, or aggressive mechanical wash systems.
- Paint deterioration caused by abuse, scratches, chips, gloss reduction, accidents, acid rain, chemical fallout or acts of nature.
- Claims presented without proper Warranty documentation.

In addition, this warranty does not cover:

The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation, and for the risk of loss of or damage to the vehicle during such transportation.

6. DISCLAIMERS OF WARRANTIES:

THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY SMEAL. SMEAL HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7. BUYER'S REMEDIES:

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, buyer shall notify Smeal as provided in paragraph 1, and shall make the product available for inspection by Smeal or its designated agent. At the request of Smeal, any defective vehicle shall be returned to Smeal for examination and/or repair. The cost of such transportation will be the responsibility of the buyer. Within a reasonable time, Smeal shall repair or replace any nonconforming or defective paint component. THIS REMEDY SHALL BE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

8. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:

IN NO EVENT SHALL SMEAL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OF FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF SMEAL OR FROM TORT.

This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Option ID: W03200B

Revision Date 9/28/2015



EMERGENCY RESPONSE

Charlotte, MI | Brandon, SD | Ephrata, PA | Snyder, NE | Neligh, NE | P: 517.543.6400
EMERGENCYRESPONSE.SPARTANMOTORS.COM



Vendor Contract #022818-SPR

June 24 2019

Harrisburg Fire Department
Member #100143
Address: 6450 Morehead Road
City, St. Zip: Harrisburg, NC 28075

We are pleased to offer to you 2020 Smeal Custom Side mount pumper through the Sourcewell contract based on the provided specifications and drawings.

1. 100% payment at final completion of apparatus - \$595,093.00
 2. 100% Pre-Payment 10days after contract - \$582,702.00 (12,391)
 3. 80/20 Pre-Payment 10days after contract - \$585,180.00 (9,913)
 4. 100% Pre-Payment of chassis 10days after contract - \$589,904.00 (5,189)
- Prices include all travels for (3)FD personnel (Precon, Chassis, Mid-Point, Final)
Includes \$2000 for Sourcewell contract fee
This contract also has a \$100 a day penalty clause for late contract build of 420 days
There shall be the sales person from the dealership on each trip and on final there shall be (1)EVT Service personnel from ACFT.

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure our apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

We put first responders first.



A SPARTAN MOTORS BRAND



A SPARTAN MOTORS BRAND



A SPARTAN MOTORS BRAND



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of appointment to Fire Advisory Board

Presenting Personnel:

Bryan Dunn, Fire Chief

Suggested Motion or Action:

If approved:

Motion to appoint William "Bill" Kennedy to the Fire Advisory Board.

Description/Background:

The Town has received two applications for an expired term of the Fire Advisory Board. One is currently seated on the board and the other is a member of the community.

The fire advisory board recommends to reappoint William "Bill" Kennedy to another two year term to expire June 30, 2021.

Recommendation:

Staff recommends approval William "Bill" Kennedy.

Fiscal Impact:

None.

Attachments:

1. Advisory Board Application Mike Mills 2019
2. Advisory Board Application W. Kennedy Resume 2019
3. Advisory Board Application W. Kennedy 2019

June 24, 2019

Town of Harrisburg Fire Department Advisory Board
Janet Rackley
PO Box 100
Harrisburg, NC 28075

Dear Janet,

Please find attached my application for the Fire Department Advisory Board and a copy of my most recent resume.

I believe my background, both personally and professionally, more than qualifies me to participate. In my younger days, I spent 10 years serving as a volunteer firefighter in several departments protecting both rural and urban areas. As life and family grew, the ability to participate diminished. To this day, I miss my time in the fire service and this seems to be the perfect vehicle to serve my community. In addition, my professional career in the irrigation industry provided me with a strong knowledge of water distribution and pumping systems. I believe my management experience and technical knowledge create the right blend of skills to help protect the residents both today and in the future.

I look forward visiting with you about this.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael R. Mills". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael R. Mills



Harrisburg NC

The right side of opportunity

TOWN OF HARRISBURG FIRE DEPARTMENT ADVISORY BOARD APPLICATION

Name Michael R Mills Date of Application 6-17-2019
Home Address 2831 Tarrington Dr Harrisburg, NC 28075
Phone 704-787-2885 Email Address Hiltopr@aol.com
Fax _____

EMPLOYMENT AND EDUCATION

Employer Reinke Manufacturing High School Tates Creek - Lexington, Ky
Address PO Box 566 Deshler, NE 68340 College Western Ky. University
Phone 402-365-7251 Graduate School _____
Occupation Territory Manager Other _____
Work Email MikeMills@reinke.com

ADDITIONAL INFORMATION

Are you a citizen of the United States? Yes
Length of residence in the Town of Harrisburg 2 years 6 months
The Fire Department Advisory Board meetings are normally held on the third Thursday of each month at 6:00 pm. Are you available to attend meetings at least once a month? Yes
Current Civic/Community Participation: I am an active member of my church and serve on the board of trustees. In the past, I've been very active in the Boy Scouts as well as previous Fire Service

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board _____	Dates _____	Contact _____
Board _____	Dates _____	Contact _____

Relevant work or other experience relating to Fire Department: I spent 10 years as a volunteer firefighter on various departments as well as working with high pressure water distribution systems in my career

Provide a brief statement outlining why you wish to serve on the Fire Department Advisory Board:

Provide a brief statement outlining why you wish to serve on the Fire Department Advisory Board:

I Miss participating as a firefighter. At my age and physical
condition, this is the best way to serve my community with
My passion for the fire service



Applicant's Signature

6-24-19

Date

Please attach a resume to provide any additional relevant information.

Return application to: Janet Rackley, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075

Michael R. Mills

8831 Tarrington Dr.
Harrisburg, NC 28075
(704) 787-2885
Hiltopr@aol.com

Experience

2009–Present Reinke Manufacturing

Southeast Territory Manager

Managed a group of 34 dealers throughout the Southeast United States. Established and maintained market pricing, budgets, and sales forecasts along with administering sales and image enhancement programs. Increased market share from 8% to 24% and dealer count from 15 to 34 while reaching annual sales goals.

2007–2009 NDS, Inc.

Regional Sales Manager

Responsible for \$11.7 Million sales territory. Managed outside sales force of 35 personnel at 12 agencies. Maintained relationships with key distributors and OEM accounts. Established and maintained market pricing, budgets, sales forecasts and volume and rebate programs while growing volume and margins.

2005–2007 Growing Concern, Inc.

Director of Operations

Managed irrigation construction division. Responsible for lead generation, system design, project estimating and sales, material procurement, and construction and project management. Oversaw total system construction and installation. Personally installed and serviced high volume pumping systems. Full division P&L responsibility including personnel.

2003–2005 Storr Tractor Company

Territory Manager

Called on Residential and Commercial irrigation installation contractors selling wholesale products for Res/Com systems. Sold commercial irrigation products direct to School, Municipal and large commercial accounts. Provided technical support directly to large end users for central/satellite control systems, weather stations, and pumping systems.

1995–2002 Grassland Equipment & Irrigation Corporation

Irrigation Sales Manager

Responsibilities include managing outside sales team, field service team, and a technical irrigation design department. Develop wholesale sales programs, Prepare and approve quotes for large projects; make presentations to owners, greens committees, and boards of directors. Provided technical advice and design oversight for large irrigation and pumping systems.

Golf & Res/Com Irrigation Specialist

Called on golf courses and residential/commercial irrigation installation contractors. Dealt directly with golf course superintendents and irrigation technicians. Sold and managed large irrigation system installation. Provided on-site technical support for central/satellite irrigation systems. Oversaw and assisted in high volume pumping system installations.

1986–1995 Various Golf Courses

Part and Full time maintenance positions

Worked both seasonal and full-time positions up to Asst. Superintendent at various golf courses around the central Kentucky area. Duties included all aspects of golf course maintenance. Included irrigation system operation, troubleshooting, and maintenance, light construction, and landscape maintenance.

Education Western Kentucky University - Bowling Green, KY A.S. Golf Course Management

Certifications Certified Irrigation Designer – Golf Specialty
Certified Irrigation Designer – Commercial Specialty
Certified Irrigation Designer – Residential Specialty
Certified Irrigation Contractor
Certified Landscape Irrigation Auditor
Regional Authorized Instructor – Irrigation Association

Presentations Selling Strategies in a Down Market
Successful Selling (Sales training)
Pricing for Profit
Understanding Pumps
Technology Applications in Mechanized Agriculture
Regional Authorized Instructor – Irrigation Association

IA Instructor Bidding and Estimating
The Business of Irrigation Contracting
Contractor Sales
Electrical Troubleshooting
Certified Irrigation Contractor
Landscape Drainage Design
Principles of Irrigation (Agriculture and Turf)
Understanding Pumps, Wells & Controls

4924 Wynford Court, Harrisburg, NC 28075
Mobile (704) 968-5628 | Office (704) 330-4193
Wgkennedy.cj@gmail.com

- ◆ Strong academic background and experience in the administration and management of government, public and public safety organizations.
- ◆ Experience in policy development, applied policy analysis, program evaluation, research and analysis, and budget development.
- ◆ More than thirty years' experience as a police officer, firefighter, EMT, instructor and trainer and manager, committed to problem solving, community service and public safety.
- ◆ Recognized for outstanding skills in management, program accountability and assessment, personnel administration and training.

- Investigator, Connecticut Superior Court, State's Attorney's Office.

William G. Kennedy

Page 2 of 2

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- Investigator, State Of Connecticut, Statewide Narcotics Task Force.
 - Field Training Officer.
 - Police Computer System Manager.
 - Traffic Accident Investigation Team Member.
 - Dive Rescue and Recovery Team Member.
 - Liaison Officer and flight crew member for Regional Police Helicopter Program.

1974-1982 Flanders Fire Department East Lyme, CT
Member/Fire Fighter/EMT

Active volunteer member of municipal volunteer fire department and ambulance association. Duties included the protection of life and property by performing firefighting, emergency aid, hazardous materials, and fire prevention duties. Maintained fire equipment, apparatus, and facilities. Certified EMT-A responsible for providing quality medical care to the sick and injured. Part time paid driver.

Education 2001 - 2009 University of North Carolina at Charlotte Charlotte, NC
Doctor of Philosophy (Ph.D.) in Public Policy, with an emphasis of study in urban regional development.

1991 - 1994 University of Connecticut Storrs, CT
Master of Public Affairs (MPA) Degree. A professionally oriented public management program with course work in organizational theory and behavior, the administrative system and environment, planning, budgeting, policy development and analysis and analytical methods.

1988 - 1991 University of Connecticut Storrs, CT
Bachelors of General Studies (BGS) degree with course emphasis in Mechanical Technology and Political Science.

1983 Connecticut Police Academy Meriden, CT
Graduate, Police Recruit Training Course, 169th Session.

1977-1982 University of Connecticut Storrs, CT
Completed, Mechanical Engineering Program, an accredited engineering program with course work in the theories, principles and practices of mechanical engineering.

Specialized Advance Administration Institute. North Carolina State University's Higher Education
Training Leadership. 2016.

Lake Norman Chamber of Commerce Leadership Class XVIII. 2015 – 2016.

Central Piedmont Community College Leadership Institute. 2015 – 2016.

The City of Charlotte Supervisory Training Program, University of North Carolina at Charlotte, Office of Continuing Education, Charlotte, NC, 1996.

High Involvement Leadership, Cornelius and Associates, Columbia, SC, 1999.

North Carolina General Instructor Training, Central Piedmont Community College, Huntersville, NC, 1999.

Conflict Management - Turning Conflict into Communication, City of Charlotte Training Team, Charlotte, NC, 1998

The City of Charlotte Supervisory Training Program, University of North Carolina at Charlotte, Office of Continuing Education, Charlotte, NC, 1996.



TOWN OF HARRISBURG FIRE DEPARTMENT ADVISORY BOARD APPLICATION

Name William G. Kennedy Date of Application 05/22/2019
Home Address 4924 Wynford Court, Harrisburg, NC 28075
Phone (704) 455-4844 Email Address wgkennedy@mindspring.com
Fax _____

EMPLOYMENT AND EDUCATION

Employer Central Piedmont Community College High School East Lyme HS, East Lyme CT
Address PO Box 35009, Charlotte, NC 28035 College University of Connecticut
Phone (704) 330-4193 Graduate School UNCC
Occupation Director - Public Safety Programs Other _____
Work Email william.kennedy@cpcc.edu

ADDITIONAL INFORMATION

Are you a citizen of the United States? Yes

Length of residence in the Town of Harrisburg 16 years 3 months

The Fire Department Advisory Board meetings are normally held on the third Thursday of each month at 6:00 pm. Are you available to attend meetings at least once a month? Yes

Current Civic/Community Participation: Currently serving on the Towns Fire Department Advisory Board. Other activities include being involved in volunteer opportunities through my employer and church, including fundraising for scholarships and habitat for humanity

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board Harrisburg Fire Advisory Board Dates July 2017 to present Contact Chief B. Dunn

Board _____ Dates _____ Contact _____

Relevant work or other experience relating to Fire Department: Former volunteer firefighter, EMT and part time driver. Career dedicated to public safety and a strong educational background in the management and administration of public service agencies

Provide a brief statement outlining why you wish to serve on the Fire Department Advisory Board:
With 30+ years of experience in public service, I understand the challenges and rewards of community service. Continuing to serve on the Advisory Board would give me opportunity to give back to my community and share my experience, passion and skills

Applicant's Signature

May 22, 2019

Date

Please attach a resume to provide any additional relevant information.

Return application to: Janet Rackley, Town of Harrisburg, PO Box 100, Harrisburg, NC 28075



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of appointment to the Planning and Zoning Board.

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

To approve appointments of Rodney Garner and Kevin Schaffner to the Planning and Zoning Board.

Description/Background:

There are two (2) positions on the Planning and Zoning Board whose appointment terms expired on June 30, 2019. Staff advertised for the vacant positions on June 18, 2019 and accepted applications until July 15, 2019.

A three (3) member Committee of the Planning and Zoning Board appointed by the Planning and Zoning Board reviewed applications and interviewed the candidates. The Committee presented its recommendations to the full Planning and Zoning Board at the August 5th Special Planning and Zoning Board meeting and affirmed the Committee's recommendations for appointment by the Town Council.

Recommendation:

Planning and Zoning Board affirmed the decision of the Committee and recommends re-appointing Rodney Garner and appointing Kevin Schaffner to the the Planning and Zoning Board. The appointment term is 3 years and will expire on June 30, 2022.

Fiscal Impact:

None.

Attachments:

1. Planning Board Applications



June 18, 2019

To:

Harrisburg Planning Advisory Board
PO Box 100
Harrisburg, NC 28075

From:

Ian Patrick, AIA, NCARB, LEED AP BD+C
Biloba Architecture, PLLC
8801 JM Keynes Drive, Suite 365
Charlotte, NC 28262

RE:

Planning and Zoning Board Application

Dear Board Members & Town Council,

I am excited to submit my application to join the Harrisburg Planning and Zoning Board. As a previous board member and committee Chair of the United States Green Building Council, I understand the level of commitment a civic volunteer position like this entails. As a legislative review committee member for the American Institute of Architects North Carolina, I also understand the role government can and should play in the community.

I currently sit on the Board of the Construction Professionals Network (CPN) and Construction Professionals Network Institute (CPNI). The CPNI works with struggling rural towns across North Carolina to reinvigorate the local economies and provide guidance on aging buildings. Harrisburg certainly does not need this kind of help, but my expertise can help guide the town in its growth while still maintaining the "small town" character. Our family chose to live in Harrisburg because of the close-knit community and civic pride that is missing in so many big cities.

I'm also a volunteer Certified Disaster Inspector for NC SEER, and was deployed to Robeson County, NC in the aftermath of Hurricane Florence. This skillset would be an invaluable asset to the board in the case of any local or regional disaster response efforts.

I believe I can support the Town of Harrisburg and the community by using my skills as an Architect and planner to provide observations and recommendations on planned events, maintenance requirements, and new projects. I look forward to being able to serve the community.

Please let me know if you have any questions.

Warmest Regards,

Ian Patrick, AIA, NCARB, LEED AP BD+C
Partner; Biloba Architecture

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION



Name: Ian Patrick Date of Application: 06 / 18 / 2019
Home Address: 5701 Manchester Avenue. Harrisburg, NC. 28075
Phone: 704.773.4766 Email Address: ianpatrick@biloba.co
Fax: 704.731.0984

EMPLOYMENT AND EDUCATION

Employer biloba Architecture, PLLC High School Western Guilford
Address 8801 JM Keynes Drive, Suite 365. Charlotte, NC 28262. College UNC Charlotte
Phone: 704.248.2922 Graduate School UNC Charlotte
Email: ianpatrick@biloba.co Other _____
Occupation: Architect

Length of residence in the Town of Harrisburg 1 years 1 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☒ No, _____

Current Civic/Community Participation: Board of Directors, Construction Professionals Newtwork.
American Institute of Architects, Legislative Review Committee. Certified Disaster Inspector for
NC SEER (deployed for Hurricane Florence, 2018) See attache Letter for more information.

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board _____ Dates _____ Contact _____

Relevant work (or other) experience related to the Planning and Zoning Commission: _____

Please see attached Letter.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: _____

Please see attached Letter.

Applicant's Signature [Signature] Date 06.18.19

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION



Name: KEVIN SCHAFFNER, AIA, NCARB Date of Application: 7 / 9 / 19
Home Address: 9459 LEYTON DR HARRISBURG NC 28075
Phone: (407) 730-0260 Email Address: kschaffner@gmail.com
Fax: _____

EMPLOYMENT AND EDUCATION

Employer LS3P ASSOCIATES LTD. High School CENTRAL CABARRUS
Address 227 W. TRADE ST STE 700 CHARLOTTE NC 28202 College UNC CHARLOTTE - BA ARCHITECTURE 2009
Phone: (704) 333-6686 Graduate School UNC CHARLOTTE - MASTER OF ARCHITECTURE 2011
Email: kevinschaffner@ls3p.com Other _____
Occupation: ARCHITECT

Length of residence in the Town of Harrisburg 1 ^{CURRENTLY} years 2 months ^{PREVIOUSLY} 2000 - 2011

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes X No, _____

Current Civic/Community Participation: MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS (AIA)
- ACE MENTOR - VPTOWN (ARCHITECT, CONTRACTOR, ENGINEER MENTORING FOR HIGH SCHOOL STUDENTS)

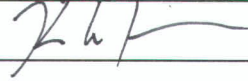
Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board N/A Dates _____ Contact _____

Relevant work (or other) experience related to the Planning and Zoning Commission: CURRENTLY
AN ARCHITECT EXPERIENCED IN DEALING WITH PLANNING AND ZONING REGULATIONS IN A MULTITUDE OF
JURISDICTIONS. HAVE WORKED WITH AIRPORT CLIENTS TO DEVELOP, IMPLEMENT AND OVERSEE PLANNING

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board: IT HAS
BEEN A GREAT EXPERIENCE OBSERVING THE EVOLUTION WITH THE TOWN OF HARRISBURG SINCE MY FAMILY
MOVED IN BACK IN 1999. AS MY TRAINING AND CAREER IN ARCHITECTURE HAVE AFFORDED ME THE
SKILLS NECESSARY TO UNDERSTAND AND DEVELOP LAND USE AND MASTER PLANS, I LOOK FORWARD TO ^{SERVING MY TOWN AND} AIMING IN IT'S GROWTH

Applicant's Signature



Date

7/9/19

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075

Kevin Schaffner AIA, NCARB

9459 LEYTON DR. HARRISBURG NC, 28075

EMPLOYMENT HISTORY

LS3P Associates (2018-Present)
Project Architect
Charlotte, NC

SchenkelShultz Architects (2006-2018)
Associate
Orlando FL

REGISTRATIONS

Licensed Architect, North Carolina, 2018,
#14335; Florida, 2017, #AR98937

EDUCATION

University of North Carolina at Charlotte,
Master of Architecture, 2011
University of North Carolina at Charlotte,
Bachelor of Architecture, 2009

COMMUNITY INVOLVEMENT & PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
National Council of Architectural
Registration Boards (NCARB)
ACE Mentor - Charlotte, Uptown

RELEVANT PROJECTS

Greater Orlando Aviation Authority (GOAA)
Master Plan Update
Orlando, FL*

Claymont Regional Transportation Center
Wilmington, DE

Greenville-Spartanburg Airport Public
Parking Garage and ConRAC
Greer, SC

Charlotte/Douglas International Airport
Concourse E Renovations
Charlotte, NC

Greater Orlando Aviation Authority (GOAA)
South Terminal and Intermodal Complex
Orlando, FL*

**work performed with SchenkelShultz Architects,
Orlando, FL*

As an architect, Kevin Schaffner has dealt with planning and zoning requirements from both the architectural design and facility planning sides, and brings a unique perspective to a board frequently dealing with architects, contractors and developers. While serving on a team as the General Consultant to the Greater Orlando Aviation Authority (GOAA), Kevin was tasked with developing a Master Plan in coordination with the FAA, TSA, CBP, City of Orlando, Orange County and GOAA guidelines. Work included the production of an Airport Layout Plan (ALP), concepts for facility master plans, and initial designs for new terminal development. During his time working with GOAA, Kevin was a part of multiple Tiger Grant (Federal Transportation Grant) proposals, land use and development plans for the airport and surrounding community, and regional evaluations for the implementation of Transit Oriented Development on and around airport property. Kevin's responsibilities grew into oversight and review of new airport development projects in coherence with the in-place Master Plan and Land Use Plans. This continued progression eventually led into the conceptual design for a brand new South Terminal and Intermodal Complex at the Orlando International Airport. Kevin's experience with large-scale planning and design projects for a variety of clients lends itself well to contributing valuable insight as part of the Town of Harrisburg's Planning and Zoning Advisory Board.

In a more traditional architect role, Kevin has been involved with coordinating construction drawing sets in accordance with a multitude of planning entities and jurisdictions, both local and national. Kevin started his career in education architecture, working closely with a variety of school districts in Florida to design, renovate and construct new educational facilities to meet the needs of the communities in which they served. Growing up in Harrisburg and attending Central Cabarrus High School, Kevin has witnessed firsthand the needs of the local school district, and his work with various districts in the past creates an understanding that compliments the needs of both the town of Harrisburg and Cabarrus County Schools. This understanding, paired with master planning experience on a large scale, provide Kevin with the background to work with the Town of Harrisburg on the multitude of zoning and planning developments that arise with accelerated growth scenarios the town has seen for years.

Now at LS3P Associates, Kevin has quickly proven to be an asset to the aviation and transportation sector, collaborating with personnel across several branch offices, as well as various consultants located throughout the country. Of his notable recent projects, the Claymont Regional Transportation Center features the design of a train platform, pedestrian bridge and parking garage for the Delaware Department of Transportation that serves as an anchor for the large-scale, master-planned redevelopment of the old Claymont Steel facility in Delaware. Kevin is also working on the Greenville-Spartanburg Airport's public parking garage and Consolidated Rental Car Facility, as well as renovations/expansion to the Charlotte/Douglas International Airport's Concourse E. Each of these projects presents a unique set of planning and zoning parameters for a design solution to satisfy, and working in a proactive manner with each jurisdiction and client has provided the candidate with the ability to cultivate smart growth strategies through active community engagement.

The growth of Harrisburg has been exciting to watch over the past twenty years, and the opportunity to contribute to the continued prosperity as a member of the Planning and Zoning Advisory Board is something to strive for. It would be an honor to capitalize on the training as an architect and planner to collaborate with members of the Planning and Zoning Advisory Board, the Town of Harrisburg, Cabarrus County, and community members to help Harrisburg sustain its outstanding progress for years to come.

TOWN OF HARRISBURG
PLANNING AND ZONING BOARD APPLICATION



Name: Rodney Garner Date of Application: 6-25-19
Home Address: 4721 The Arbores Dr. Harrisburg, N.C.
Phone: 704-587-5118 Email Address: rgarner68@gmail.com
Fax: 704-455-1350

EMPLOYMENT AND EDUCATION

Employer: NC Farm Bureau Ins. Co. High School: Orangeburg-Wilkinson H.S.
Address: 3814 Hwy 49 Harrisburg College: Norfolk State University
Phone: 704-455-4227 Graduate School: _____
Email: rodney.garner@ncfbins.com Other: _____
Occupation: Insurance Agent

Length of residence in the Town of Harrisburg 16 years 11 months

Are you available to attend meetings at least once a month? (Planning and Zoning Board Meetings are normally conducted on the third Tuesday of the month at 6:00 PM) Yes ☒ No, _____

Current Civic/Community Participation: Town of Harrisburg Planning & Zoning Board Member, Harrisburg Business Alliance Member, Board Member, Hickory Ridge H.S. Athletic Sponsor.

Are you currently serving or have you ever served on a public board or commission? If so, please list below:

Board: Town of Harrisburg Planning & Zoning Dates: 3-2018 to 6-2019 Contact: _____

Relevant work (or other) experience related to the Planning and Zoning Commission:

Town of Harrisburg Planning & Zoning Board Member from 3-2018 to 6-2019.

Provide a brief statement outlining why you wish to serve on the Planning and Zoning Board:

I understand the importance of change and growth that aligns with our town's culture and values. I would love to continue to support this process.

Applicant's Signature: Rodney W. Garner Date: 6-25-19

Please attach a resume to provide any additional relevant information.

Please return form to:
Janet Rackley
Harrisburg Town Hall
PO Box 100
Harrisburg, NC 28075