



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

**September 9, 2019
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. CROP Hunger Walk Proclamation.
- 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 August 12, 2019 Town Council meeting.
- B. Consideration of Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC General Statute 160A-20

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. H 2019-02-(R) - Farmington Planned Unit Development - Site Plan Amendment (PUD-SPA)
- B. Public Hearing for Consideration of the Updated Farmington Ridge Parkway Project Development District Plan, Resolution to Create the Farmington Ridge Project Development District and Related Infrastructure Reimbursement Agreement

- C. Public Hearing to Add a Solicitation Ordinance to the Town Code of Ordinances

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of Bid Award to Ram Paving for Pavement Resurfacing Project under Powell Bill Funds
- B. Consideration of Bid Award to Ram Pavement for Pavement Resurfacing Project under Bond Funds and related Declaration of Intent to Reimburse
- C. Consideration of Bid Award to Carolina Siteworks for FY2019 Waterline Improvement Project
- D. Consideration of Contract with Gavel and Dorn Engineering for Design of Frances Haven and Farmington Pump Stations Decommissioning
- E. Consideration of Contract with Gavel and Dorn Engineering for Britley #2 Pump Station Decommissioning
- F. Consideration of Appointment to the Parks and Recreation Advisory Board
- G. Consideration of Memorandum of Understanding Regarding Soccer Fields in Holcomb Woods Subdivision and related FY2020 Budget Amendment

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.



CROP Hunger Walk
Ending Hunger One Step at a Time
PROCLAMATION

WHEREAS, healthy food is essential to thriving, to growth, and to a prosperous, long life, but those without land to grow food or money to buy it are likely to suffer from hunger; and

WHEREAS, 800 million people around the world are hungry, including 11-12% of Americans; and

WHEREAS, 3.2 million children die from hunger each year, and 66 million primary school age children around the world go to school hungry, in addition to one in five American schoolchildren who risk going to school hungry; and

WHEREAS, the CROP Hunger Walk has been organizing cities and towns across America to fight hunger around the world and in their communities for 50 years; and

WHEREAS, by participating in the CROP Hunger Walk, we can draw attention not only to the problems of hunger, but also to solutions, improving the quality of life of all of our neighbors, no matter where they live, and supporting thriving livelihoods for all people.

NOW, THEREFORE, I, Steven Sciascia, Mayor of the Town of Harrisburg do hereby proclaim Sunday, October 13, 2019 of as:

CROP Hunger Walk Day

in the Town of Harrisburg and encourage all citizens to support observances that raise public awareness concerning hunger and poverty, their causes and their solutions.

This the 9th day of September, 2019

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the August 12, 2019 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the August 12, 2019 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes August 12, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, AUGUST 12, 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, Christopher Barfield

**1A.
AGENDA ADOPTION**

MOTION:

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

**1B.
INVOCATION**

Councilmember Barfield conducted the invocation.

**1C.
PLEDGE OF ALLEGIANCE**

**1D.
SPECIAL PRESENTATIONS**

- **July 4th Celebration Hero Sponsor – Budget Blinds.** The July 4th Independence Celebration is a time-honored tradition in Harrisburg. Every year, staff works diligently to secure as much sponsorship as possible in order to offset costs related to putting on this event. This year, Budget Blinds was the largest single donation cash sponsor, providing a check for \$5,000. This placed them in the "Hero" category of sponsorship. We are thankful for the support our businesses provide and appreciate the support provided by Budget Blinds.

**1E.
PUBLIC COMMENT**

None

**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. Set a public hearing for consideration of adding a Solicitation Ordinance to the Town Code of Ordinances.
- D. Consider FY2020 Budget Amendments and Project Ordinance Amendments.

MOTION:

Councilmember Conrad made a motion to approve the Consent Agenda. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

**3A.
COMMUNICATIONS
TOWN MANAGER/FINANCE REPORT**

Manager Report:

- Parks and Recreation Department has made some improvements to Pharr Mill Road Park including replacing some fencing, painting restrooms and installing security cameras with internet access, etc.
- We are now taking applications for the upcoming Citizen's Academy. We encourage anyone who is interested in learning more about how the Town operates to sign up for this 8-week program.
- As part of the Town Center development, some traffic improvements were recommended and those will take place this Friday. The intersection of Main Street and Kee Lane will become a 4-way stop, and the stop sign at Main Street and Town Hall Place coming in from Highway 49 will be removed so you will not have to stop there anymore.
- Transportation Bonds progress update (summary attached).

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Asked for update on the HOA/rental situation – Mr. Brigman stated that the Town does not have the authority to implement a rental cap for HOAs, however, our Town Attorney reached out to a property management attorney and obtained some language that HOAs could use in their covenants to address rental caps. We will be reaching out to the HOAs to provide this information to them.
- Asked about home business regulations – Mr. Brigman explained that our ordinance restricts certain types of home businesses and if anyone has questions or concerns about a business their neighbor is running from their home, they should contact the Town. We require permits for home businesses but it is difficult to enforce this if we do not know about them. We can also look at the ordinance to see if it can be made stronger.
- Would like to create a Sustainability Advisory Board to look at a number of things such as air, land and water pollution; recycling; technology and innovations regarding energy conservation; improving natural resources through sustainability best practices; land use and management; stormwater and tree canopy; sustainable business practices; green purchasing policies; encourage healthy living through parks, bike trails, walking trails; preservation of open space; reducing the Town's carbon footprint through energy saving practices; ordinances for development that would promote water conservation and green design; community education; etc. Councilmembers Russo, Conrad and Staton-Williams volunteered to serve on the Board and residents who are interested in serving should reach out to the Town. Scott Noel has already volunteered as well.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Conrad

- Reiterated Mr. Brigman's comments concerning Pharr Mill Road Park. Commended staff for such a beautiful park.

Councilmember Staton-Williams

- Asked for an update on the Youth Council. Mr. Brigman stated that there hasn't been much movement on this yet, but would like to meet offline to discuss further.

Councilmember Smith

- Asked if we should suspend next year's Rocking the Burg concert series due to the construction and renovation of Harrisburg Park. Mr. Brigman stated that we are looking at alternate sites to hold the concerts during the early part of the season next year so we are hoping to work it out without having to suspend them. Daniel Stines, Parks and Recreation Director also stated that we may combine some of those early concerts with some of our other events such as the Art Walk.

Councilmember Selberg

- The Arts, Culture and Heritage Committee will hold its first Multi-Cultural Festival on September 14, 2019 from 11am – 5pm at Harrisburg Park. There are 14 countries involved and all are represented by Harrisburg residents. Encouraged everyone to attend.

Councilmember Conrad

- The Sheriff's Department recently received a grant for traffic enforcement so there will be two new officers and cars starting this fall. The grant is for 4 years but the officers will stay on after the grant ends.

Mr. Brigman stated that we had skipped over the Finance Report and asked Lee Connor, Assistant Town Manager/Finance Director, to present that at this time. Mr. Connor then gave the finance report and spoke about the Town's internal controls in light of the recent events in Cabarrus County.

4A.

PUBLIC HEARING

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.

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 requests, however, and 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.

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 from 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 and 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.

Daniel Stines presented detailed information about the history of the project as well as the design. Lee Connor presented financial details concerning the project.

The Public Hearing was opened.

Speaking:

- Sandy Morgan, 7173 Ruth Fidler Lane, Harrisburg – against
- Ian Patrick, 5701 Manchester, Harrisburg – for
- Rick Robinson, 6316 Professional Blvd, Harrisburg – for
- Chelsea Carpenter, 8219 Scarlett Oak Court, Harrisburg – for
- Micah Cash, 7801 Ashby Drive, Harrisburg – for
- Jennifer Lauren, 4058 Carl Parmer Drive, Harrisburg – for
- Tim Morris, 4152 Abernathy Place, Harrisburg – for

The Public Hearing was then closed.

After some discussion the following actions were taken:

MOTION #1:

Councilmember Conrad made a motion to approve the proposed project ordinance amendment to increase the total cost of the project to \$10,000,000. Second was made by Councilmember Russo. **The motion passed 7-0.**

MOTION #2:

Councilmember Conrad made a motion to approve the proposed change order in the amount of \$9,242,674 for the Guaranteed Maximum Price for the Harrisburg Park Phase 1 improvements, including amended CM fees and general conditions. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

MOTION #3:

Councilmember Conrad made a motion 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. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

MOTION #4:

Councilmember Conrad made a motion to approve the proposed resolution of findings authorizing the Town to enter into an installment financing agreement with Sterling National Bank and staff to apply to the LGC for financing. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

4B.

PUBLIC HEARING

H2018-08 (R) Camellia Gardens (Shea Homes) Conditional Rezoning and Zoning Map Amendment. 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 the following conditions:

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 seventy-one (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 USO, 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 the existing pump station on Hoffner Drive and connect onto the project's sewer system.
7. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.

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 the public interest, and consistent with the provisions of the Harrisburg Area Land Use Plan.

Sushil Nepal, Planning and Economic Development Director, presented details and took questions from Council concerning the proposed development.

Bridget Grant, Land Use and Development Consultant on behalf of Shea Homes, presented further details concerning the proposed development.

The Public Hearing was opened.

Speaking:

- Janice Horne, 3723 Ayrshire Court, Harrisburg – against
- Sandy Morgan, 7173 Ruth Fidler Lane, Harrisburg – against
- Jessica Fava, 4455 Mill Landing, Harrisburg – against
- Eve Brock, 3733 Ayrshire Court, Harrisburg – against
- Lauren Petty, 4454 Mill Landing, Harrisburg – against
- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg – against
- Everett Lyons, 7156 Bovine Lane, Harrisburg – against
- Toni Jenschke, 6230 Roseway Court, Harrisburg - against

The Public Hearing was then closed.

After some discussion the following action was taken:

MOTION:

Councilmember Selberg made a motion 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). Second was made by Councilmember Conrad.

Following further discussion, the motion was amended:

AMENDED MOTION:

Councilmember Selberg made a motion 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) and to further evaluate the traffic pattern and collaborate with DOT for the possibility of no left turns out of the subdivision, but allowing left turns out of park. Second was made by Councilmember Barfield. **The motion passed 5-2 (Councilmembers Russo and Smith voting against).**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report, staff presentation and the applicant's application and presentation, this proposed rezoning is consistent with the provisions of the Harrisburg Area Land Use Plan and is reasonable and in the public interest.

MOTION:

Mayor Pro-Tem Booth made a motion to approve the proposed Consistency Statement with a second from Councilmember Selberg. **The motion passed 5-2 (Councilmembers Russo and Smith voting against).**

Mayor Sciascia called for a short recess.

Following the recess, the meeting was reconvened.

4C.

PUBLIC HEARING

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.

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 one 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.

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 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.

The Public Hearing was opened.

Speaking:

- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg - questions
- Sandy Morgan, 7173 Ruth Fidler Lane, Harrisburg - questions

The Public Hearing was then closed.

After some discussion the following actions were taken:

MOTION #1:

Councilmember Conrad made a motion to approve the proposed project ordinance amendment to increase the total cost of the project to \$3,565,000 and extend the term of the project to FY2021. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

MOTION #2:

Councilmember Russo made a motion to approve the proposed 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. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

MOTION #3:

Mayor Pro-Tem Booth made a motion 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. Second was made by Councilmember Conrad. **The motion passed 7-0.**

MOTION #4:

Councilmember Russo made a motion to approve the proposed 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. Second was made by Councilmember Conrad. **The motion passed 7-0.**

4D.

PUBLIC HEARING

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

The Public Hearing was opened.

Speaking: none

The Public Hearing was then closed.

After some discussion the following action was taken:

MOTION:

Councilmember Russo made a motion 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. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consideration of Memorandum of Understanding and Funding Approval - Harrisburg Passenger Rail Station. The Town, North Carolina Railroad (NCRR), 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.

NCRR 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.

NCRR 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

Although not a public hearing, Mayor Sciascia allowed for comment from the public:

- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg
- William Caudle, 8359 Pompano Road, Harrisburg
- Jennifer Lauren, 4058 Carl Parmer Drive, Harrisburg
- Sandy Morgan, 7173 Ruth Fidler Lane, Harrisburg

After some discussion the following actions were taken:

MOTION #1:

Councilmember Selberg made a motion to approve the proposed Memorandum of Understanding for the train station and authorize the Town Manager and Town Attorney to make any necessary modifications to execute the document. Second was made by Councilmember Conrad. **The motion passed 7-0.**

MOTION #2:

Councilmember Selberg made a motion to approve the proposed project ordinance to create the capital project fund and related budget funding. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6B.

NEW BUSINESS

Consideration of Fire Department Contract for the purchase of a 2020 Smeal Firetruck. 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.

After some discussion the following action was taken:

MOTION:

Councilmember Barfield made a motion to approve the contract for the purchase of a 2020 Smeal Custom Side Mount Pumper Apparatus as proposed. Second was made by Councilmember Conrad. **The motion passed 7-0.**

6C.

NEW BUSINESS

Consideration of appointment to Fire Advisory Board. 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 reappointing William "Bill" Kennedy to another two-year term to expire June 30, 2021.

MOTION:

Councilmember Russo made a motion to reappoint William "Bill" Kennedy to the Fire Advisory Board. Second was made by Councilmember Conrad. **The motion passed 7-0.**

6D.

NEW BUSINESS

Consideration of appointment to the Planning and Zoning Advisory Board. 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.

MOTION:

Councilmember Conrad made a motion to approve appointments of Rodney Garner and Kevin Schaffner to the Planning and Zoning Board. Second was made by Councilmember Russo. **The motion passed 7-0.**

7.

ACTION ITEMS

- Veterans Park project – as part of the approval process we were to construct a decorative knee wall along Highway 49 to match other knee walls in the area. One thing that was not considered is the park sits down in a pretty steep hillside, so to construct a 4ft high standard knee wall, it would end up on the middle of the slope and most of the wall would be below the elevation of the sidewalks along Highway 49. There are two alternatives to consider. The first is just to eliminate the wall, which would save us about \$35,000. The second is to increase the height of the wall to 8-10ft to achieve the look that is comparable to others in the area and that would increase the cost about \$20,000. Asked Council for their direction. After some discussion it was decided that the height of the wall should be increased. A budget amendment will come to Council next month for the increase.

8.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Booth made a motion to adjourn the meeting with a second from Councilmember Barfield. **The motion passed 7-0.**

ATTEST:

Steve Sciascia, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC General Statute 160A-20

Presenting Personnel:

Brian Lee, Deputy Finance Director

Suggested Motion or Action:

Motion to approve the Findings Resolution, as attached.

Description/Background:

The attached resolution authorizes the filing of an application for approval of a financing agreement authorized by NC General Statute 160A-20. This resolution is required to be approved prior to LGC approval at its September 10th, 2019 meeting.

This resolution differs from the Resolution passed at the August 12th, 2019 Town Council meeting in that the previous resolution established the proposed financing terms offered by Sterling National Bank with a maximum loan amount, provided staff with the ability to execute and deliver on the financing documents, and it declared an official intent to reimburse for expenditures incurred prior to the issuance of debt.

The findings resolution before you tonight makes eight findings of fact, as required by the Local Government Commission, related to the two projects and the combined financing. The private installment loan is the most appropriate method of financing compared to a public offering, the amount financed is appropriate for the project, the Town's debt management procedures and policies are sufficient, there is no increase in taxes needed, the Town attorney has approved the financing contract, and projected revenues are sufficient to service the loan.

Recommendation:

Staff recommends approval of the resolution, as attached.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Harrisburg Park and Elevated Water Storage Tank Findings Resolution



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, North Carolina ("Town") desires to construct both Harrisburg Park - Phase I and a one-million gallon elevated water storage tank (the "Project") to better serve the citizens of Harrisburg; and

WHEREAS, The Town of Harrisburg desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Council of The Town of Harrisburg, North Carolina, meeting in regular session on the 9th day of September, 2019, make the following findings of fact:

1. The proposed contract is necessary or expedient because the projects provide additional athletic fields, program capacity and other amenities in Harrisburg Park as well as to provide sufficient water storage capacity to meet current standards and provide for expected system growth.
2. The proposed contract is preferable to a bond issue for the same purpose because a private issuance is more timely and cost effective than the issuance of bonds. The Town's currently available appropriations, unappropriated fund balances, and Capital Reserve Funds are not capable of providing the resources necessary for this project without placing an undue burden on the Town as a whole.
3. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because they are substantially supported by both a Guaranteed Maximum Price (GMP) which has been provided by a Construction Manager at Risk (CMAR) and a fabrication and installation contract which may not exceed an agreed upon price.
4. The Town of Harrisburg's debt management procedures and policies are good because those procedures have been and will hence forth be carried out in strict compliance with law.
5. There are no anticipated increases in taxes necessary to meet the sums to fall due under the proposed contract.
6. The Town of Harrisburg is not in default in any of its debt service obligations.
7. The attorney for the Town of Harrisburg has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
8. The probable net revenues of the project to be financed will be sufficient to meet the sums to fall due under the proposed contract.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Finance Officer is hereby authorized to act on behalf of the Town of Harrisburg in filing 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 9th day of September, 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 9th day of September, 2019.

Clerk

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

H 2019-02-(R) - Farmington Planned Unit Development - Site Plan Amendment (PUD-SPA)

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the PUD-Site Plan Amendment as requested by the applicant for the related property in application H-2019-02 (R).

Description/Background:

Jim Merrifield, on behalf of MVP Properties, has submitted a request to amend the site plan and development notes for the previously approved Planned Unit Development (PUD). The PUD-Site Plan Amendment is not a typical rezoning request, however, a rezoning process is followed for transparency and to ensure the public has an opportunity to review and comment on the proposed changes included in this amendment. Upon approval, the zoning map will be amended to reflect the PUD-Site Plan Amendment (PUD-SPA).

The proposed changes to the site plan include the following:

- Removal of the YMCA site from the original site plan, and replacing it with residential development due to the relocation of the YMCA to Harrisburg Park
- No changes to the non-residential space
- Addition of 56 residential units (240 to 296)
- Reducing single-family units from up to 50 to 38
- Increasing attached-units 190 to 258
- All of townhomes within the PUD will be alley loaded
- Added 10-foot multi-use path along key streets to connect greenway
- Adjusts minimum building separation and building heights

A staff report is attached for more information and a site plan along with development notes are submitted for your consideration. Staff has reviewed the site plan in accordance with our Unified Development Ordinance (UDO) and is recommending approval of the PUD-Site Plan Amendment with conditions and development notes included on the site plan.

The Harrisburg Planning and Zoning Board reviewed the proposed Site Plan Amendment (SPA) along with the conditions at their August 20, 2019 meeting. The board unanimously recommended approval of the proposed by the Town Council.

Recommendation:

The proposed PUD-Site Plan Amendment along with the conditions is consistent with the intent of originally approved

PUD in 2017 and is consistent with the Harrisburg Area Land Use Plan (HALUP) and the Unified Development Ordinance (UDO) at this time. The Planning and Economic Development Department recommends approval of the PUD-Site Plan Amendment (PUD-SPA) with conditions and development notes as submitted.

Fiscal Impact:

None.

Attachments:

1. Staff Report H2019-02-(R)
2. Farmington PUD-SPA_Site Plan
3. Site Location Map
4. Farmington PUD-SPA Application Packet
5. Neighborhood Meeting Letter 7.3.19
6. Farmington PUD-SPA_Neighborhood Meeting Notes



Town of Harrisburg
Planning and Economic Development Department

DATE: September 03, 2019

SUBJECT: Farmington PUD Master Plan

Request H2019-02-(R): To amend the previously approved Planned Unit Development (PUD). The PUD Site Plan Amendment (PUD-SPA) includes approximately 109.05 acres on Rocky River Road at the Mecklenburg County line.

Location: The subject property is located on the north side of Rocky River Road adjacent to the Mecklenburg County line. Site Address is 9880 Rocky River Road.

Applicant: Jim Merrifield with MPV Properties

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

Neighborhood Meeting: Held July 18, 2019, see attached neighborhood meeting information.

BACKGROUND:

Area: ±109.05 acres

Existing Land Use: Vacant

Zoning within 500 ft: North – CZ-RV, Residential Village Conditional Zoning and RL Residential Low Density District;
South – PUD, Planned Unit Development
East – O/I, Office-Institutional District; LDR, Cabarrus County Low Density Residential District
West – R-3, Mecklenburg County Medium Density Residential District; CC, Mecklenburg County Commercial Center

Land Uses within 500 ft: North – Vacant, Agricultural
 South – Shopping Center with Grocery Anchor
 East – Single-Family Residential, Vacant, Agricultural
 West – Vacant

APPLICATION SUMMARY:

- The applicant is seeking to amend the site plan along with some development notes for the previously approved Planned Unit Development (PUD).
- The proposed PUD - Site Plan Amendment (PUD-SPA) includes the following key amendments:
 - No change of non-residential space (original approval 350,000 square feet)
 - 296 residential units including (original approval 240);
 - 258 attached residential units (original approval 190 units) and up to 38 single family residential units (original approval 50 units).
 - Maximum Building Height:
 - Commercial/Non-Residential: 50 ft
 - Residential (Detached): 35 feet
 - Residential (Attached): 45 feet
 - Minimum Building Separation: 10 feet
 - All of the Townhomes within the PUD will be alley loaded.
 - Added 10-foot multi-use path along key streets to connect to the proposed greenway
 - The proposal removes the original condition to build a YMCA facility (YMCA to be built at Harrisburg Park) and replaces with residential development.
- The proposal has been evaluated by Planning Staff and meets the intent of the previously approved PUD zoning district.
- The applicant has submitted a PUD- Site Plan Amendment map along with notes, which is attached for your consideration.

APPROVAL CRITERIA:

- 1. The size of the tract in question;**
The subject property is approximately 109.05 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 PUD district is established to provide for the orderly development of land with a mix of land uses and intensity. PUD zoning is intended to permit flexibility in the design, construction and processing of residential and non-residential developments of a quality that could not be achieved under conventional zoning approaches. While the conventional zoning districts and the requirements of those districts set forth in the UDO are

reasonable, there may be circumstances in which it is in the community's best interests to allow unique and/or creative designs and techniques.

Per the Harrisburg Area Plan, the subject property is located in an area designated as Mixed Use. *This area is intended to accommodate development that combines commercial and civic/institutional land uses with a mixture of housing types. The predominant uses include retail, office, multi-tenant flex space, single-family detached and attached residential, multi-family residential at a medium density, and civic and institutional uses.* The Land Use Plan goes on to state that the Mixed Use district adjacent to Rocky River Road and I-485 should include medium-density single family residential (attached and detached), specialty housing, such as that supported by an institution, neighborhood retail, multi-tenant office, including medical, and a hospital or similar institution.

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

The benefits to the owner of the property would be that a more cohesive development pattern would be achieved across both Mecklenburg and Cabarrus Counties. A more cohesive, neighborhood center driven development can be achieved. Benefits to the community include a new north-south connector, Farmington Ridge Parkway, that would provide an alternative to Robinson Church Road as a connector between Rocky River Road and Tom Query Road. The proposed development will offer entertainment options for nearby neighborhoods.

Detriments to the neighbors and surrounding community are consistent with those expected with additional development, such as traffic congestion and additional student generation. To help mitigate traffic congestion, the developer completed a Traffic Impact Analysis (TIA) in 2017 (updated in 2018) and will be required to implement the suggested roadway improvements provided by the TIA report.

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. Sewer access is located along the northern border of the property, along Fuda Creek. Water is available from the south along Rocky River Road.

b. Transportation:

A Traffic Impact Analysis was completed for the existing PUD zoning district in 2018; all the traffic improvement will be completed as per that TIA. The removal of YMCA and addition of residential development reduces the trips and thus has no new impacts on the transportation system.

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:

Current Capacity:

Elementary (Harrisburg Elementary) -	<u>132.84%</u>
Middle (Hickory Ridge) -	<u>121.70%</u>
High (Hickory Ridge)-	<u>97.88%</u>

Future Capacity Based on Unbuilt Lots and Including this Request:

Elementary (Harrisburg Elementary) -	<u>150.25%</u>
Middle (Hickory Ridge) -	<u>145.75%</u>
High (Hickory Ridge)-	<u>117.86%</u>

As per Cabarrus County School, Single-family attached homes in this development will generate upon buildout an additional 57 elementary students, 20 middle school students, and 27 high school students. Single-family detached homes would generate an additional 15 elementary students, 7 middle school students, and 10 high school students.

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 proposed rezoning should not have negative impacts of these types on the surrounding area and may have even less impacts on the surrounding area based on the lower density of nonresidential uses proposed. The proposal being considered has about one half of the commercial space as the existing zoning; meaning that impacts should be less under the

proposal being considered. A 100 ft buffer along the adjacent properties to the north should provide adequate buffering from the new development.

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 changes in this area have been the installation of the Fuda Creek sewer line, providing sewer access to this area.

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

Properties to the north are zoned residentially; the Huntwick subdivision is zoned and used in a low-density residential manner. The proposed Caldwell Townhomes is zoned CZ-RV for medium-density townhomes. To the west, the zoning is for higher density (8-12 DUA) residential, as well as some office zoning; this zoning is expected to change as there is an active zoning petition with the City of Charlotte to zone this property to be consistent with the proposed Harrisburg PUD zoning. To the south is PUD zoning, and to the east there is O/I and RL zoning.

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 under the existing zoning classification.

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

The proposed PUD- Site Plan Amendment is compatible with the adjacent neighborhood, especially to the north, west, and south. To the east and northeast, there are some lower density residential zonings that are typically considered incompatible with this zoning; however, with the inclusion of higher standard buffers than required by the UDO, these compatibility issues should be adequately addressed. Furthermore, it is expected that the RL properties to the east will eventually be re-zoned to a higher density zoning district as allowed in the Harrisburg Area Land Use Plan.

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

This property has been vacant for several years.

- 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;**

There is an adequate supply land in the area to accommodate the community needs should the Board decide to approve the request.

- 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.**

Per the Unified Development Ordinance, The PUD district is established to provide for the orderly development of land with a mix of land uses and intensity. PUD zoning is intended to permit flexibility in the design, construction and processing of residential and non-residential developments of a quality that could not be achieved under conventional zoning approaches. While the conventional zoning districts and the requirements of those districts set forth in the UDO are reasonable, there may be circumstances in which it is in the community's best interests to allow unique and/or creative designs and techniques.

Per the Harrisburg Area Plan, the subject property is located in an area designated as Mixed Use. This area is intended to accommodate development that combines commercial and civic/institutional land uses with a mixture of housing types. The predominant uses include retail, office, multi-tenant flex space, single-family detached and attached residential, multi-family residential at a medium density, and civic and institutional uses. The Land Use Plan goes on to state the that the Mixed Use district adjacent to Rocky River Road and I-485 should include medium-density single family residential (attached and detached), specialty housing, such as that supported by an institution, neighborhood retail, multi-tenant office, including medical, and a hospital or similar institution.

- 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 has provided a list of permitted uses for the proposed PUD _Site Plan Amendment (SPA). All of the uses provided in this list are allowed within the PUD zoning 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.

The site has been designed to reduce negative impacts to surrounding property owners. The 100ft buffer to the north is intended to provide increased minimization from adverse impacts to the developments to the north. The site has been designed to keep the non-residential components aligned along Rocky River Road and the proposed Farmington Ridge Parkway; residential uses have been located adjacent to existing or proposed residential uses.

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 original conditions approved during the PUD rezoning in 2017 largely remains with the proposed PUD- Site Plan Amendment (SPA). The condition to build a YMCA is removed from the condition as part of the amendment and other minor changes are made as part of the PUD-SPA. Staff recommends that the following conditions be placed on this project.

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 dedicate a 25 ft greenway easement (except for portions of multiuse path along Streets) and construct a 10 ft wide asphalt greenway as shown on plan, to meet requirements of article 6.5.5 of the UDO. The greenway shall be constructed prior to 50% completion of each residential pod (areas 2 and 3).
3. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
4. Applicant agrees to install all required phased improvements as required by the final approved traffic analysis and at the direction of NCDOT.
5. Applicant agrees to the final design of Farmington Ridge Parkway and other streets within the development as depicted in sheets RZ-3 and RZ-4 of the Site Plan.
6. Applicant agrees to assess the pavement structure for the existing portions of Farmington Ridge Parkway and bring this portion of street up to current town standards as needed to accommodate the increased traffic this proposed development will place on this structure. This will be completed as part of Phase I, along with newly constructed Farmington Ridge Parkway.
7. Applicant agrees to construct Farmington Ridge Parkway in its entirety throughout the site as part of phase I of the development.
8. Applicant agrees that there will be no more than 20% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.
9. The applicant agrees to install greenway and amenities such as trash receptacles and benches along the greenway during greenway construction.
10. Applicant agrees to remove animal shelters as an allowed use in this PUD district.

RECOMMENDATION:

The proposed PUD-Site Plan Amendment along with the conditions is consistent with the intent of originally approved PUD in 2017 and is consistent with the Harrisburg Area Land Use Plan (HALUP) and the Unified Development Ordinance (UDO) at this time. The Planning and Economic Development Department recommends approval of the PUD-Site Plan Amendment (PUD-SPA) with conditions and development notes as submitted.



ROAD LEGEND

- PRIVATE STREET
- PUBLIC STREET
- ACCESS POINT
- RIGHT IN/RIGHT OUT ACCESS
- FULL MOVEMENT ACCESS
- SIGNALIZED INTERSECTION

SITE DEVELOPMENT NOTES:

- ACREAGE: +/- 109.05 ACRES
- PIN #: 55061407290000
- EXISTING ZONING: PUD
- PROPOSED ZONING: PUD - SPA (PLANNED UNIT DEVELOPMENT - SITE PLAN AMENDMENT)
- EXISTING USES: VACANT
- PROPOSED USES: USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES, AS ALLOWED IN THE PUD ZONING DISTRICT (AS MORE SPECIFICALLY DESCRIBED IN SECTION 2 ON SHEET RZ-2).
- MAXIMUM GROSS SQUARE FT OF DEVELOPMENT: UP TO 350,000 SQUARE FEET OF GROSS FLOOR AREA OF NON-RESIDENTIAL (COMMERCIAL) USES WITH UP TO 250,000 SQUARE FEET OF THE 350,000 SQUARE FEET AS RETAIL, AND UP TO 296 RESIDENTIAL UNITS - 38 SINGLE FAMILY DETACHED HOUSING UNITS AND 258 ATTACHED HOUSING UNITS, AS ALLOWED BY THE PUD ZONING DISTRICT.
- MAXIMUM BUILDING HEIGHT:
 - COMMERCIAL/NON-RESIDENTIAL - 50 FEET
 - RESIDENTIAL (SINGLE FAMILY DETACHED - 35 FEET, AND TOWNHOMES ATTACHED - 45 FEET)
- MINIMUM BUILDING SEPARATION: 10 FEET
- PARKING: TO BE PROVIDED AS REQUIRED BY THE TOWN OF HARRISBURG ORDINANCE. PARKING FOR THE USES LOCATED WITHIN CABARRUS COUNTY MAY BE LOCATED ON THE PORTION OF THE SITE LOCATED WITHIN MECKLENBURG COUNTY AND VICE A VERSA.

AREAS

- AREA 1 : COMMERCIAL - TO INCLUDE ZONING DISTRICTS: C-2 (GENERAL COMMERCIAL DISTRICT, B-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), AND O-1 (OFFICE / INSTITUTIONAL)
- AREA 2 : RESIDENTIAL (TOWNHOMES ATTACHED) - TO INCLUDE ZONING DISTRICT: RC (RESIDENTIAL COMPACT)
- AREA 3 : RESIDENTIAL (3A) SINGLE FAMILY DETACHED, (3B) TOWNHOMES ATTACHED - TO INCLUDE ZONING DISTRICT: RC (RESIDENTIAL COMPACT)

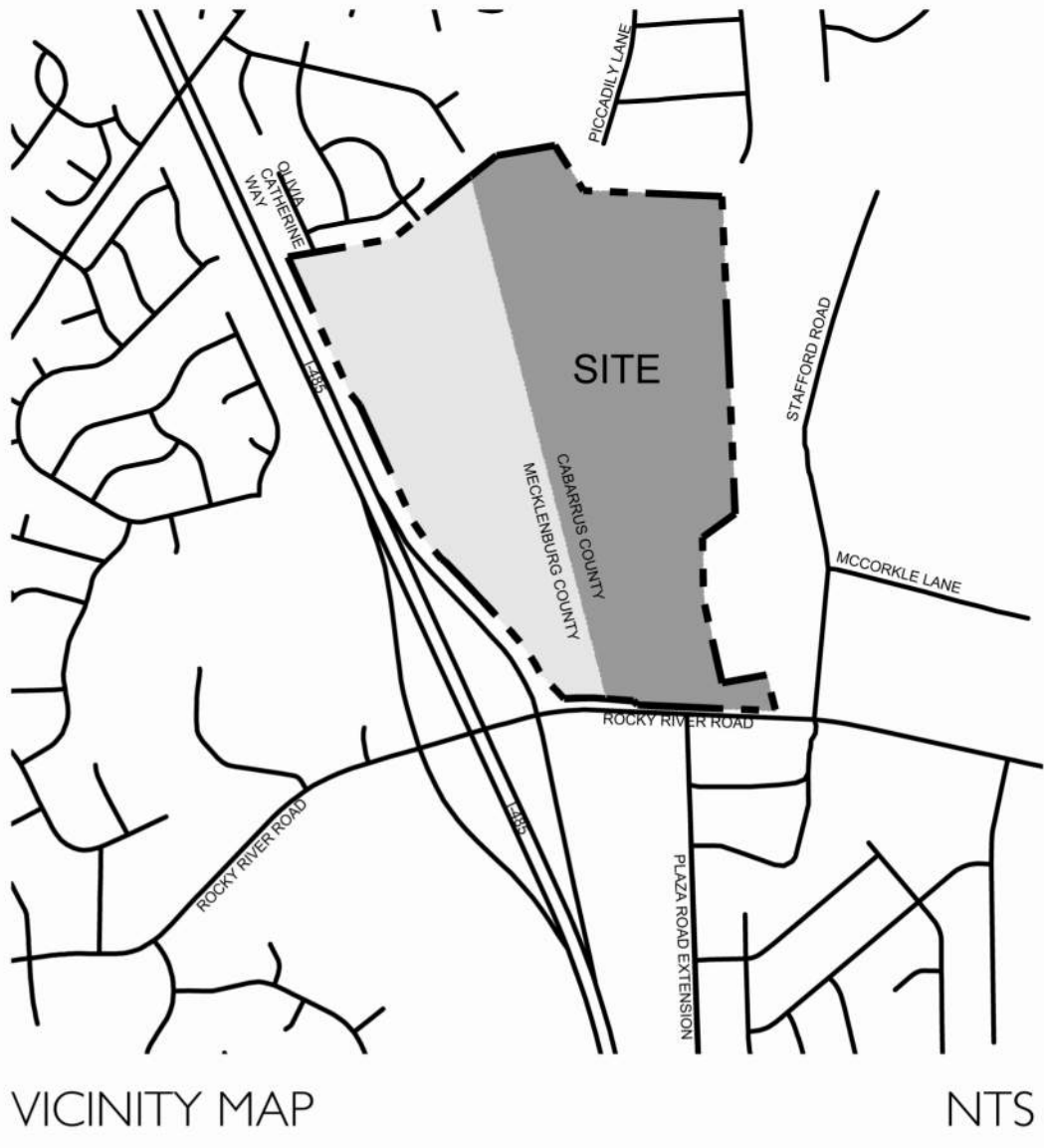
NOTE: GREENWAY ALIGNMENT IS APPROXIMATE. END CONNECTION POINTS MOST LIKELY WILL REMAIN, BUT FINAL ALIGNMENT SUBJECT TO CHANGE BASED ON SITE DESIGN AND ROAD NETWORK.

OPEN SPACE

- GENERAL OPEN SPACE REQUIREMENT
 - 25% OF TOTAL SITE = 27.25 ACRES
 - (25 * 109 ACRES = 27.25 ACRES)
- 25% OF 25% OF OPEN SPACE CAN BE INACCESSIBLE = 6.81 ACRES
- (25 * 27.25 ACRES = 6.81 ACRES)
- 27.25 - 6.81 = 20.44 ACRES OF "ACTIVE" OPEN SPACE REQUIRED FOR THE SITE
- "PUBLIC" OPEN SPACE REQUIREMENT
 - .025 ACRES OF ACTIVE OPEN SPACE PER DWELLING UNIT
 - 296 RESIDENTIAL UNITS (TOWNHOMES + SINGLE FAMILY DETACHED) * .025 = 7.4 ACRES
- PROVIDED:
 - +/-20.44 ACRES OF "ACTIVE" OPEN SPACE HAVE BEEN PROVIDED ALONG WITH +16.81 ACRES OF "PASSIVE" OR INACCESSIBLE OPEN SPACE, MEETING THE MINIMUM REQUIREMENTS FOR OPEN SPACE FOR A PUD DEVELOPMENT.
 - +7,340 LF. OF PROPOSED GREENWAY WITH 25' EASEMENT

AS A CONDITIONAL ZONING DISTRICT, THIS PROJECT IS SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

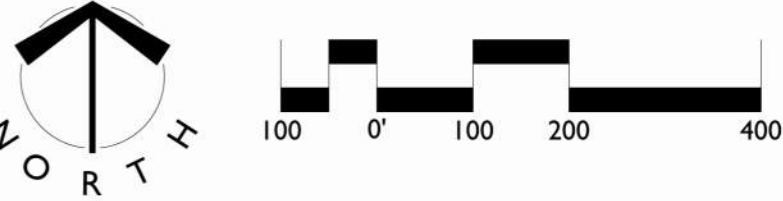
1. APPLICANT AGREES TO OBTAIN ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY CAN TAKE PLACE.
2. APPLICANT AGREES TO DEDICATE A 25 FT GREENWAY EASEMENT (EXCEPT FOR PORTIONS OF MULTI-USE PATH ALONG STREETS), AND CONSTRUCT A 10 FT WIDE ASPHALT GREENWAY AS SHOWN ON PLAN, TO MEET REQUIREMENTS OF ARTICLE 6.5.5 OF THE UDO. THE GREENWAY SHALL BE CONSTRUCTED PRIOR TO 50% COMPLETION OF EACH RESIDENTIAL POD (AREAS 2 AND 3).
3. APPLICANT AGREES TO RESTRICT CLADDING MATERIALS FOR ALL RESIDENTIAL BUILDINGS TO MASONRY PRODUCTS; VINYL SIDING WILL NOT BE USED.
4. APPLICANT AGREES TO INSTALL ALL REQUIRED PHASED IMPROVEMENTS AS REQUIRED BY THE FINAL APPROVED TRAFFIC ANALYSIS AND AT THE DIRECTION OF NCDOT.
5. APPLICANT AGREES TO THE FINAL DESIGN OF FARMINGTON RIDGE PARKWAY AND OTHER STREETS WITHIN THE DEVELOPMENT AS DEPICTED IN SHEETS RZ-3 AND RZ-4 OF THE SITE PLAN.
6. APPLICANT AGREES TO ASSESS THE PAVEMENT STRUCTURE FOR THE EXISTING PORTIONS OF FARMINGTON RIDGE PARKWAY, AND BRING THIS PORTION OF STREET UP TO CURRENT TOWN STANDARDS AS NEEDED TO ACCOMMODATE THE INCREASED TRAFFIC THIS PROPOSED DEVELOPMENT WILL PLACE ON THIS STRUCTURE. THIS WILL BE COMPLETED AS PART OF PHASE I, ALONG WITH NEWLY CONSTRUCTED FARMINGTON RIDGE PARKWAY.
7. APPLICANT AGREES TO CONSTRUCT FARMINGTON RIDGE PARKWAY IN ITS ENTIRETY THROUGHOUT THE SITE AS PART OF PHASE I OF THE DEVELOPMENT.
8. APPLICANT AGREES THAT THERE WILL BE NO MORE THAN 20% OF THE RESIDENTIAL UNITS AS RENTALS AT ANY GIVEN TIME, AND WILL BE RESTRICTED AS SUCH BY THE DEED RESTRICTIONS.
9. THE APPLICANT AGREES TO INSTALL GREENWAY AND AMENITIES SUCH AS TRASH RECEPTACLES AND BENCHES ALONG THE GREENWAY DURING GREENWAY CONSTRUCTION.
10. APPLICANT AGREES TO REMOVE ANIMAL SHELTERS AS AN ALLOWED USE IN THIS PUD DISTRICT.



NOTE: STREET CROSS-SECTIONS FOUND ON SHEETS RZ-3 AND RZ-4.

NOTE: SETBACKS WILL FOLLOW TABLE 4.7-1 OF THE UNIFIED DEVELOPMENT ORDINANCE PER EACH ZONING DISTRICT, HOWEVER, BUILDING SETBACKS DO NOT APPLY FOR ATTACHED TOWNHOMES, WITH THE EXCEPTION OF ANY IDENTIFIED PERIMETER AND INTERNAL BUFFERS, RSOD BUFFERS, AND NO BUILD ZONES. REFER TO SHEET RZ-2 FOR ATTACHED TOWNHOME STANDARDS.

PETITION #: H2019-02-(R)
TOWN OF HARRISBURG
PETITIONER: ROCKY RIVER ROAD ASSOCIATES, LLC



REVISIONS:
08/07/2019 - PER TOWN STAFF COMMENTS

DATE: JULY 9, 2019
DESIGNED BY: TRPHRR
DRAWN BY: HRR
CHECKED BY: RP
SCALE: AS SHOWN
PROJECT #: 101616H
SHEET #:

RZ-1

FARMINGTON
HARRISBURG, NORTH CAROLINA
ROCKY RIVER ROAD ASSOCIATES, LLC
PUD SITE PLAN AMENDMENT (SPA) - TECHNICAL DATA SHEET

PETITION NO. H2019-02-(R)

LandDesign
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V: 704.333.0325 F: 704.333.2446
www.LandDesign.com
NC Eng. Firm License C0658

SITE DEVELOPMENT NOTES:

- ACREAGE: +/- 109.05 ACRES
- PIN #: 55061407290000
- EXISTING ZONING: PUD
- PROPOSED ZONING: PUD - SPA (PLANNED UNIT DEVELOPMENT - SITE PLAN AMENDMENT)
- EXISTING USES: VACANT
- PROPOSED USES: USES PERMITTED BY RIGHT AND UNDER PRESCRIBED CONDITIONS TOGETHER WITH ACCESSORY USES, AS ALLOWED IN THE PUD ZONING DISTRICT (AS MORE SPECIFICALLY DESCRIBED IN SECTION 2 ON SHEET RZ-2).
- MAXIMUM GROSS SQUARE FT OF DEVELOPMENT: UP TO 350,000 SQUARE FEET OF GROSS FLOOR AREA OF NON-RESIDENTIAL (COMMERCIAL) USES WITH UP TO 250,000 SQUARE FEET OF THE 350,000 SQUARE FEET AS RETAIL, AND UP TO 296 RESIDENTIAL UNITS - 38 SINGLE FAMILY DETACHED HOUSING UNITS AND 258 ATTACHED HOUSING UNITS, AS ALLOWED BY THE PUD ZONING DISTRICT.
- MAXIMUM BUILDING HEIGHT:
 - COMMERCIAL/NON-RESIDENTIAL - 50 FEET
 - RESIDENTIAL (SINGLE FAMILY DETACHED) - 35 FEET, AND TOWNHOMES ATTACHED - 45 FEET)
- MINIMUM BUILDING SEPARATION: 10 FEET
- PARKING: TO BE PROVIDED AS REQUIRED BY THE TOWN OF HARRISBURG ORDINANCE. PARKING FOR THE USES LOCATED WITHIN CABARRUS COUNTY MAY BE LOCATED ON THE PORTION OF THE SITE LOCATED WITHIN MECKLENBURG COUNTY AND VICE A VERSA.

GENERAL PROVISIONS

THESE DEVELOPMENT STANDARDS FORM A PART OF THE TECHNICAL DATA SHEET (TDS) ASSOCIATED WITH THE APPLICATION FOR AN AMENDMENT FOR CONDITIONAL PUD REZONING. THIS APPLICATION FILED BY ROCKY RIVER ROAD ASSOCIATES, LLC (DEVELOPER), IS TO ACCOMMODATE DEVELOPMENT OF THE +/- 109.05 ACRE SITE (PART OF A +/- 186 ACRE OVERALL SITE) LOCATED AT THE NORTHEAST CORNER OF ROCKY RIVER ROAD AND I-485. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE TDS, THESE DEVELOPMENT STANDARDS, AND THE APPLICABLE PROVISIONS OF THE HARRISBURG UNIFIED DEVELOPMENT ORDINANCE (UDO). UNLESS THE TDS OR THESE DEVELOPMENT STANDARDS SPECIFY DIFFERENTLY, THE PROJECT WILL, AT A MINIMUM, MEET THE REQUIREMENTS OF THE ORDINANCE AS THEY EXISTED ON THE DATE THE APPLICATION WAS FIRST SUBMITTED. THE TECHNICAL DATA SHEET AND DEVELOPMENT STANDARDS SUPERCEDE ANY ADDITIONAL GRAPHICS WITHIN THIS SUBMITTAL, (INCLUDING THE SCHEMATIC SITE PLAN FOUND ON RZ-5).

THE DEVELOPMENT DEPICTED WITHIN THE SCHEMATIC SITE PLAN IS INTENDED TO REFLECT THE ARRANGEMENT OF PROPOSED USES ON THE SITE, BUT THE FINAL CONFIGURATION, PLACEMENT, AND SIZE OF INDIVIDUAL SITE ELEMENTS MAY BE ALTERED OR MODIFIED WITHIN THE LIMITS PRESCRIBED BY THE ORDINANCE AND THE STANDARDS ESTABLISHED BY THE SITE PLAN AND THESE DEVELOPMENT STANDARDS DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES. STREET LAYOUTS MAY BE MODIFIED TO ACCOMMODATE FINAL BUILDING AND LOT LOCATIONS.

PRIOR TO BUILDING CONSTRUCTION, BUILDING ELEVATIONS AND SITE-SPECIFIC DEVELOPMENT PLANS WILL BE SUBMITTED FOR STAFF APPROVAL PRIOR TO ISSUANCE OF SITE AND BUILDING PERMITS.

SITE PLANS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO DEVELOPMENT. ALL SINGLE FAMILY DETACHED PORTIONS OF THIS DEVELOPMENT SHALL BE DEVELOPED ACCORDING TO THE STANDARDS OF THE RC, RESIDENTIAL COMPACT DISTRICT. PROVISIONS FOR ATTACHED TOWNHOMES AS STATED WITHIN PUD REZONING AMENDMENT, (AS RC (RESIDENTIAL COMPACT) DIMENSIONAL AND DENSITY STANDARDS DO NOT APPLY TO ATTACHED TOWNHOMES).

A CLASS 1 BUFFER SHALL BE MAINTAINED ALONG FUDA CREEK PER ARTICLE 4 OF THE UNIFIED DEVELOPMENT ORDINANCE.

THE FINAL DESIGN FOR FARMINGTON RIDGE PARKWAY PER INCLUDED CROSS-SECTIONS. REFER TO SHEETS RZ-3 AND RZ-4.

FOR EACH RESIDENTIAL NEIGHBORHOOD, NO MORE THAN 20% OF THE UNITS MAY BE RENTED AT ANY TIME. THIS PROVISION WILL BE INCLUDED IN EACH NEIGHBORHOOD ASSOCIATION COVENANTS AND CONDITIONS AS A DEED RESTRICTION.

PERMITTED USES

THE PROJECT MAY BE DEVOTED TO ANY USE ALLOWED BY RIGHT OR ANY USE ALLOWED BY RIGHT WITH SUPPLEMENTAL REGULATIONS IN THE PUD ZONING DISTRICT, AND TO ANY CONDITIONAL USE OR CONDITIONAL USE WITH SUPPLEMENTAL REGULATIONS ALLOWED IN THE PUD ZONING DISTRICT, EXCEPT FOR THOSE ELIMINATED IN THE TABLE ATTACHED TO THE APPLICATION.

DIMENSIONAL AND DENSITY STANDARDS

ALL BUILDINGS CONSTRUCTED WITHIN THE PROJECT SHALL, AT A MINIMUM, SATISFY THE FOLLOWING REQUIREMENTS AT THE TIME OF DEVELOPMENT:

C-2 (GENERAL COMMERCIAL DISTRICT): IMPERVIOUS SURFACE RATIO - 0.8, MIN. PUBLIC STREET FRONTAGE - 30 FT., MIN. LOT WIDTH - 50 FT., MIN. LOT DEPTH - 100 FT., MAX. BUILDING HEIGHT 50 FT., (PRINCIPAL STRUCTURES) MIN. FRONT SETBACK - 10 FT.

B-1 (NEIGHBORHOOD COMMERCIAL DISTRICT): IMPERVIOUS SURFACE RATIO - 0.65, MIN. PUBLIC STREET FRONTAGE - 30 FT., MIN. LOT WIDTH - 50 FT., MIN. LOT DEPTH - 100 FT., MAX. BUILDING HEIGHT 50 FT., (PRINCIPAL STRUCTURES) MIN. FRONT SETBACK - 10 FT., MIN. INTERIOR SIDEYARD SETBACK - 10 FT., MIN. REAR SETBACK - 20 FT., (ACCESSORY STRUCTURES) MIN. INTERIOR SIDEYARD SETBACK - 10 FT., MIN. REAR SETBACK - 10 FT.

O-1 (OFFICE / INSTITUTIONAL): IMPERVIOUS SURFACE RATIO - 0.70, MAX. BUILDING HEIGHT 50 FT., MIN. FRONT SETBACK 10 FT.

RC (RESIDENTIAL COMPACT) (APPLIES TO SINGLE FAMILY DETACHED): MIN. LOT SIZE - 5,000 SQ. FT., MAX. DENSITY (PER ACRE) - 15, IMPERVIOUS SURFACE RATIO - 0.5, MIN. PUBLIC STREET FRONTAGE - 15 FT., MIN. LOT WIDTH - 50 FT., MIN. LOT DEPTH - 100 FT., MAX. BUILDING HEIGHT - 35 FT., (PRINCIPAL STRUCTURES) MIN. FRONT SETBACK - 20 FT., MAX. FRONT SETBACK - 30 FT., MIN. INTERIOR SIDEYARD SETBACK - 7 FT., MIN. REAR SETBACK - 5 FT., (ACCESSORY STRUCTURES) MIN. INTERIOR SIDEYARD SETBACK - 5 FT., MIN. REAR SETBACK - 5 FT.

*NOTE: RC (RESIDENTIAL COMPACT) DIMENSIONAL AND DENSITY INFORMATION / STANDARDS LISTED DIRECTLY ABOVE DO NOT APPLY TO ATTACHED TOWNHOMES.

ATTACHED TOWNHOMES: MAXIMUM BUILDING HEIGHT - 45 FT., ALL TOWNHOMES TO BE REAR LOADED, DRIVEWAYS FOR ALLEY LOADED TOWNHOMES WILL BE MINIMUM OF 5 FT. DEEP.

AREAS

AREA 1 : COMMERCIAL - *TO INCLUDE ZONING DISTRICTS: C-2 (GENERAL COMMERCIAL DISTRICT, B-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), AND O-1 (OFFICE / INSTITUTIONAL)*

AREA 2 : RESIDENTIAL (TOWNHOMES ATTACHED) - *TO INCLUDE ZONING DISTRICT: RC (RESIDENTIAL COMPACT)*

AREA 3 : RESIDENTIAL (3A) SINGLE FAMILY DETACHED, (3B) TOWNHOMES ATTACHED - *TO INCLUDE ZONING DISTRICT: RC (RESIDENTIAL COMPACT)* (TOWNHOMES MINIMUM OF 400 FEET TO NORTHERN PROPERTY LINE, AS SHOWN ON SHEET RZ-1)

ARCHITECTURAL STANDARDS

ARCHITECTURAL REQUIREMENTS WILL BE MET ACCORDING TO APPENDIX E OF THE UNIFIED DEVELOPMENT ORDINANCE FOR COMMERCIAL DEVELOPMENT.

LANDSCAPING, BUFFERING, AND SCREENING

LANDSCAPING, BUFFERING, AND SCREENING REQUIREMENTS WILL BE MET ACCORDING TO ARTICLE 7 OF THE UNIFIED DEVELOPMENT ORDINANCE WITH THE FOLLOWING EXCEPTIONS:

1. BUILDING YARDS SHALL BE PROVIDED TO THE EXTENT FEASIBLE WHILE STILL ALLOWING FOR UNRESTRICTED PEDESTRIAN MOVEMENT AND FLEXIBILITY TO MODIFY STOREFRONT ACCESS.
2. BUILDING YARDS MAY BE SEPARATED FROM THE BUILDING BY THE WIDTH OF THE SIDEWALK.
3. MINIMUM 100' UNDISTURBED BUFFER ALONG NORTHERN PROPERTY LINE ABUTTING HUNTWICK NEIGHBORHOOD AS SHOWN ON TECHNICAL DATA SHEET.

LIGHTING

ALL OUTDOOR LIGHTING STANDARDS WILL BE MET ACCORDING TO ARTICLE 7 OF THE UNIFIED DEVELOPMENT ORDINANCE. LIGHTING PLANS SHALL BE PREPARED BY A QUALIFIED LIGHTING DESIGNER. LIGHTING PLANS SHALL BE SUBMITTED TO THE TOWN STAFF FOR APPROVAL ALONG WITH DEVELOPMENT UTILITY PLANS AND BE IN ACCORDANCE WITH ACCEPTED TOWN ORDINANCES, POLICY AND REGULATIONS.

SIGNAGE

SIGNAGE STANDARDS WILL BE MET ACCORDING TO ARTICLE 12 OF THE UNIFIED DEVELOPMENT ORDINANCE.

PARKING AND PRIVATE DRIVES

OFF STREET PARKING WILL SATISFY THE MINIMUM STANDARDS ESTABLISHED IN ARTICLE 7 OF THE UNIFIED DEVELOPMENT ORDINANCE.

PEDESTRIAN AND VEHICULAR ACCESS

1. DEVELOPER WILL CONSTRUCT SIDEWALKS IN ACCORDANCE WITH ARTICLE 11 AND APPENDIX C OF THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS OTHERWISE SPECIFIED ON CROSS SECTIONS, IN WHICH CASE TEN (10) FOOT WIDE ASPHALT MULTI-USE PATHS WITH A MINIMUM FIVE (5) FOOT PLANTING STRIP WILL BE INSTALLED.

2. VEHICULAR ACCESS AS SHOWN ON THE TECHNICAL DATA SHEET IS ILLUSTRATIVE, SUBJECT TO MINOR MODIFICATIONS OR REMOVAL REQUIRED TO ACCOMMODATE THE FINAL SITE PLAN AND TO MEET REGULATIONS AND REQUIREMENTS OF NCDOT AND THE TOWN OF HARRISBURG.

3. OWNER SHALL DEDICATE AND CONSTRUCT FARMINGTON RIDGE PARKWAY (FORMERLY PLAZA ROAD EXTENSION) NORTH OF ROCKY RIVER ROAD TO THE SPECIFICATIONS AND ROADWAY IMPROVEMENT PLANS BY YARBROUGH-WILLIAMS & HOULE, INC., OR AS AMENDED AND APPROVED BY THE TOWN OF HARRISBURG ENGINEER.

4. ALL PROPOSED PRIVATE STREETS ARE INTERNAL WITH NO CONNECTION TO ADJACENT PROPERTIES AS ALLOWED IN PUD ZONING.

5. ALL ROADS WILL MEET HARRISBURG COMMERCIAL ROAD STANDARDS FOR PAVEMENT THICKNESS.

6. INTERSECTION ALIGNMENT WITH FARMINGTON RIDGE PARKWAY (FORMERLY PLAZA ROAD EXTENSION) AT ROCKY RIVER ROAD MUST BE VERIFIED BEFORE PLAT RECORDATION.

7. 10' X 70' SIGHT DISTANCE TRIANGLES MUST BE SHOWN AT BOTH STREET INTERSECTIONS WITH ROCKY RIVER ROAD.

8. NO FULL MOVEMENT OR DIRECTIONAL ACCESS WILL BE ALLOWED FROM FARMINGTON RIDGE PARKWAY TO PARCELS "R" & "S".

9. NO DRIVEWAY ACCESS WILL BE GRANTED FROM ROCKY RIVER ROAD TO PARCELS "Q", "R", AND "S".

10. POD 1 TOWNHOMES - 291' AVERAGE BLOCK LENGTH, 1.75 LINKS AND NODES RATIO - 9 BLOCK FACES THAT FRONT A PUBLIC STREET: 200', 200', 330', 240', 240', 330', 460', 280', AND 340'

- POD 2 SINGLE-FAMILY AND TOWNHOMES - 311' AVERAGE BLOCK LENGTH, 1.4 LINKS AND NODES RATIO - 12 BLOCK FACES THAT FRONT A PUBLIC STREET: 180', 180', 490', 340', 450', 215', 215', 538', 160', 300', 532', AND 130'

PARKS AND OPEN SPACE

1. DESIGNATED OPEN SPACE IS PROVIDED PER THE UNIFIED DEVELOPMENT ORDINANCE. THESE AREAS SHALL BE GENERALLY AS SHOWN ON THE TECHNICAL DATA SHEET, BUT ARE SUBJECT TO MODIFICATIONS REQUIRED TO ACCOMMODATE THE FINAL SITE AND ARCHITECTURAL CONSTRUCTION PLANS AND DESIGNS, AS LONG AS THE MINIMUM ACREAGE REQUIRED IS SATISFIED.

2. GREENWAY ALIGNMENT AS ILLUSTRATED ON SHEET RZ-1 IS APPROXIMATE. FINAL ALIGNMENT IS SUBJECT TO CHANGE BASED ON SITE DESIGN AND ROAD NETWORK. GREENWAY MAY BE CONSTRUCTED ALONG WITH ANY ASSOCIATED GRADING WITHIN ANY DESIGNATED STREAM "NO BUILD ZONE" AND "RSOD BUFFER".

3. PUBLIC OPEN SPACE DEDICATION REQUIREMENT WILL BE MET IN PART VIA GREENWAY EASEMENT DEDICATION AND CONSTRUCTION OF A TEN (10) FOOT WIDE ASPHALT TRAIL.

STORMWATER MANAGEMENT

1. STORMWATER RUNOFF FROM THE PROJECT WILL BE MANAGED THROUGH PROVEN TECHNIQUES WHICH SATISFY THE STANDARDS IMPOSED BY THE TOWN OF HARRISBURG AND OUTLINED IN THE STORMWATER QUALITY ORDINANCE.
2. POTENTIAL BMP'S SHOWN ON SHEET RZ-1 MAY BE SUBJECT TO MODIFICATIONS AND RELOCATION REQUIRED TO ACCOMMODATE THE FINAL SITE PLAN. PROPOSED BMP'S WILL BE IN COMPLIANCE WITH STORMWATER STANDARDS SET FORTH BY THE TOWN OF HARRISBURG.

STREAM NO BUILD ZONE AND RSOD BUFFER

1. NO (BUILDING) STRUCTURES WILL BE PLACED WITHIN THE "NO BUILD ZONE" NOR THE "RSOD BUFFER", HOWEVER, SITE GRADING, (INCLUDING GRADING FOR STORMWATER CONTROL MEASURES), AS WELL AS PUBLIC AND PRIVATE STREETS, ALLEYS, PARKING AREAS, AND SIDEWALKS MAY ENCROACH INTO ANY DESIGNATED "NO BUILD ZONE" AS REVIEWED AND APPROVED BY THE TOWN OF HARRISBURG.

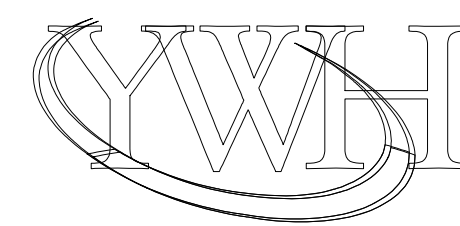
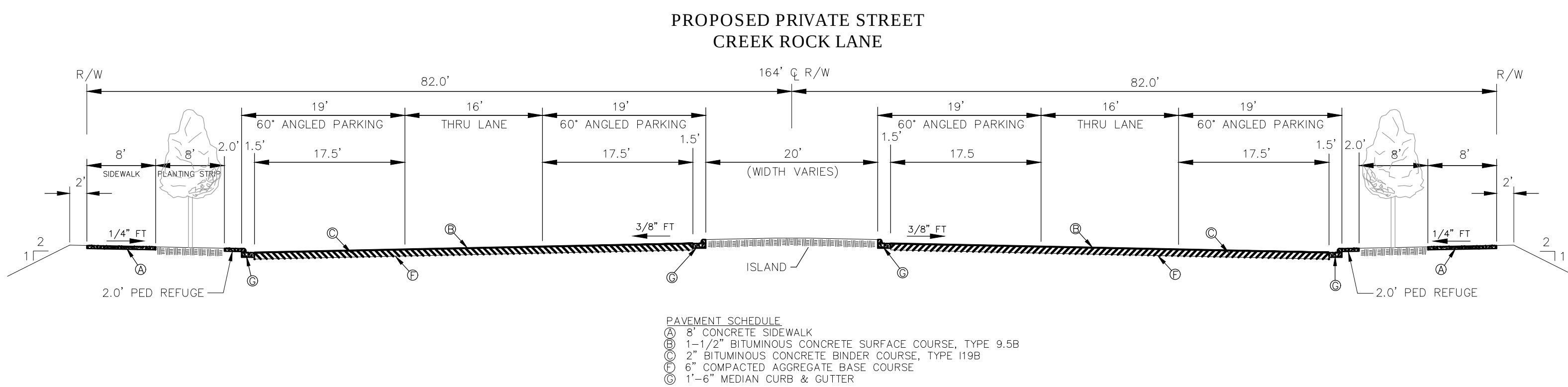
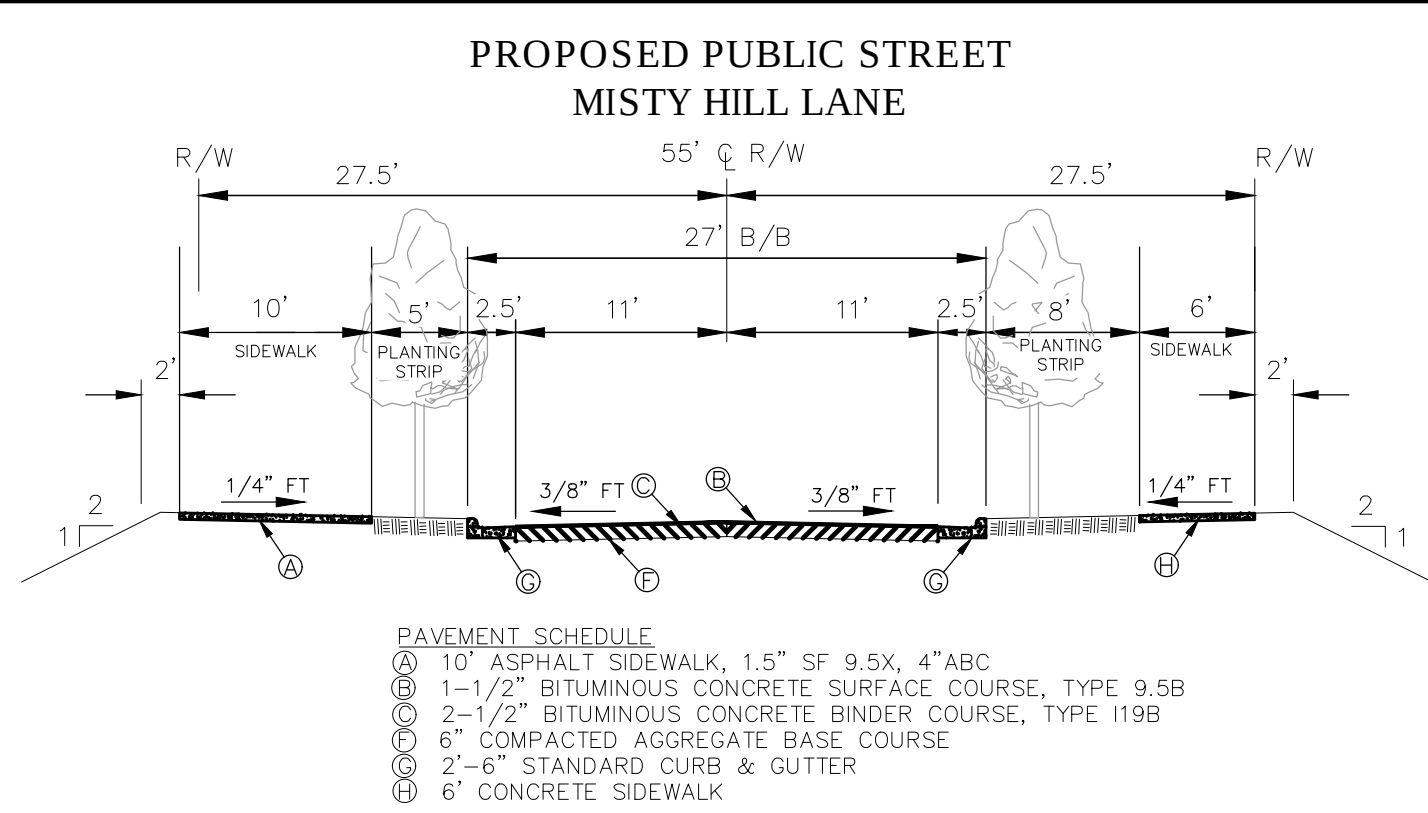
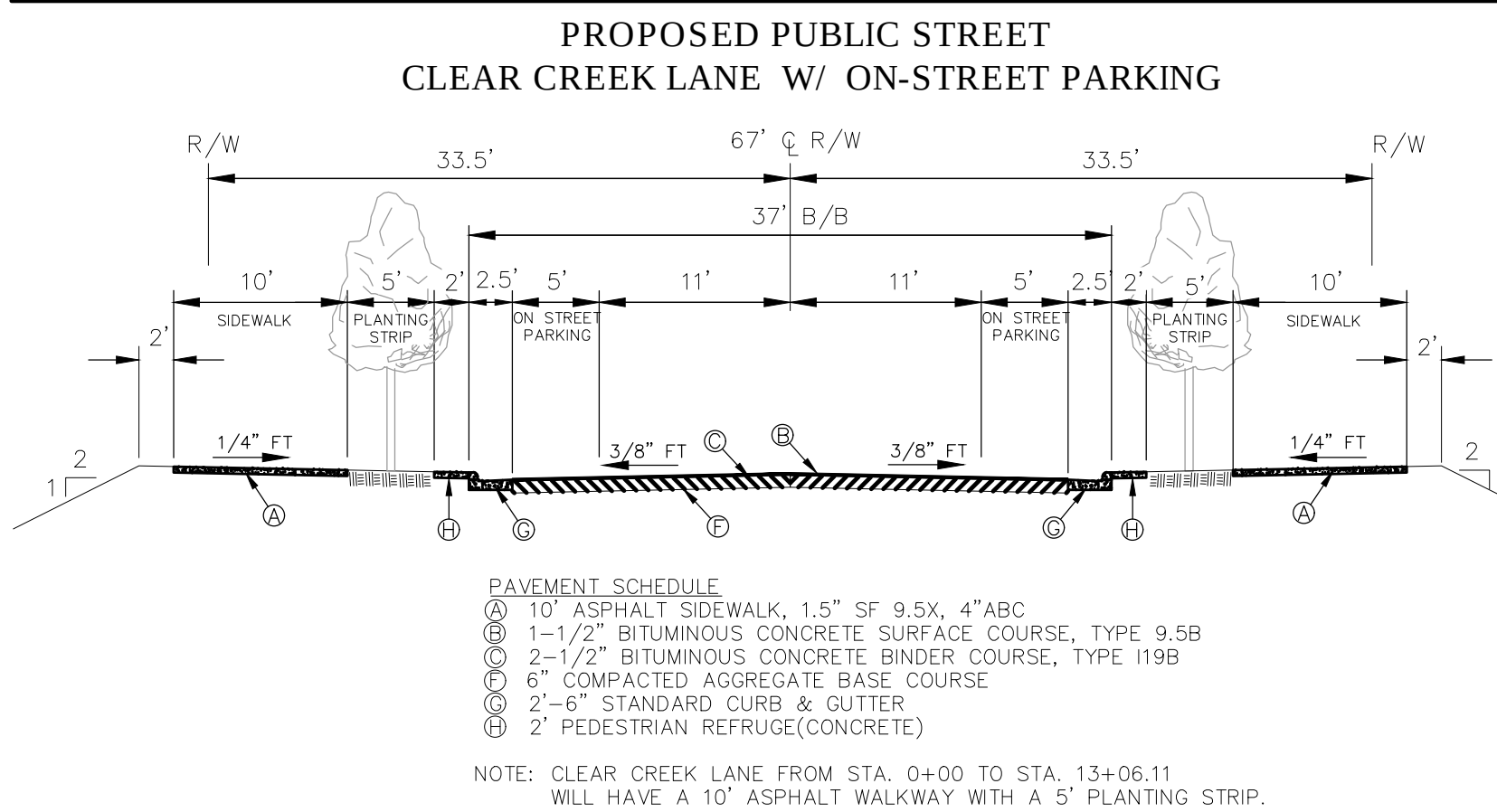
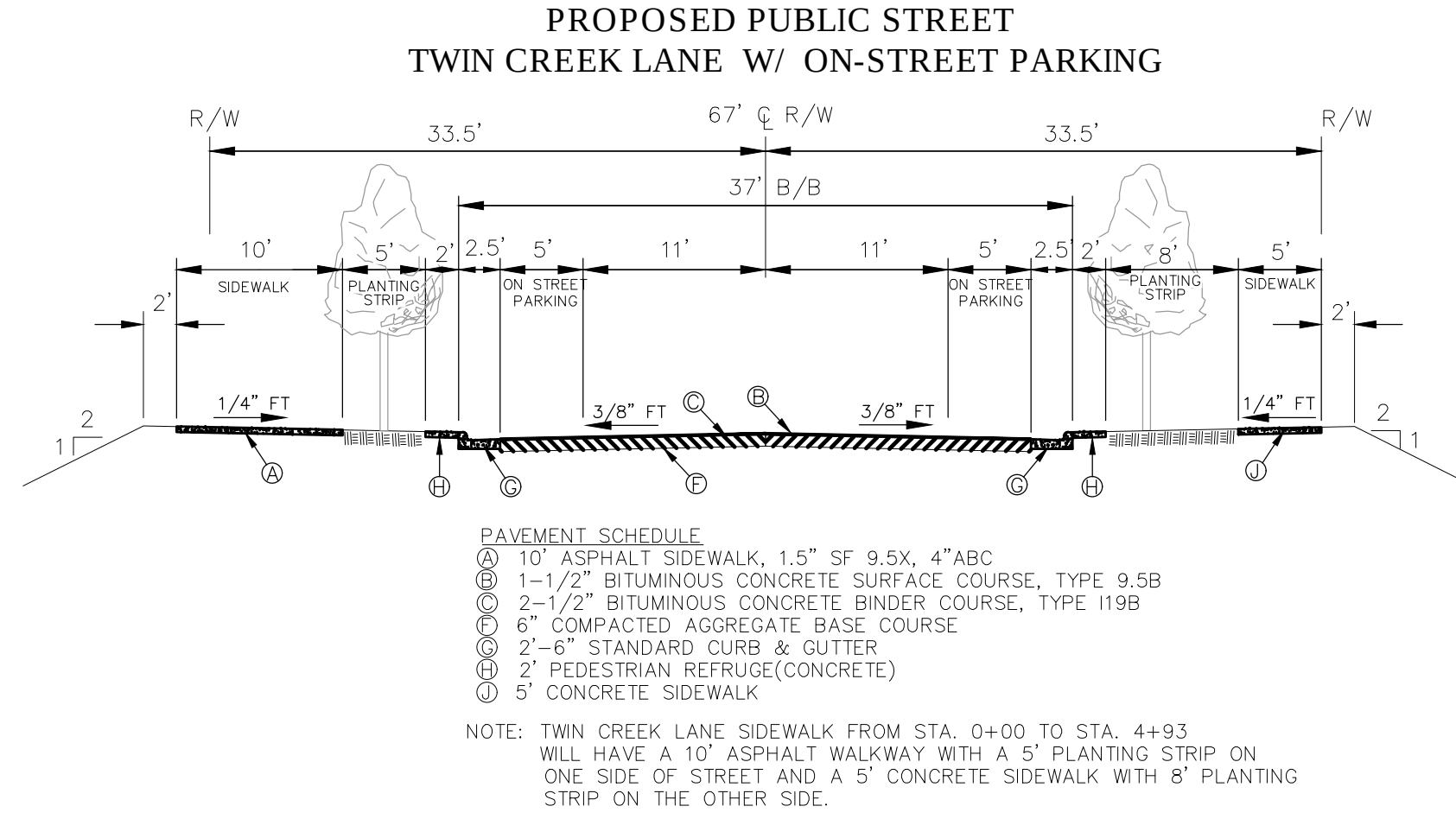
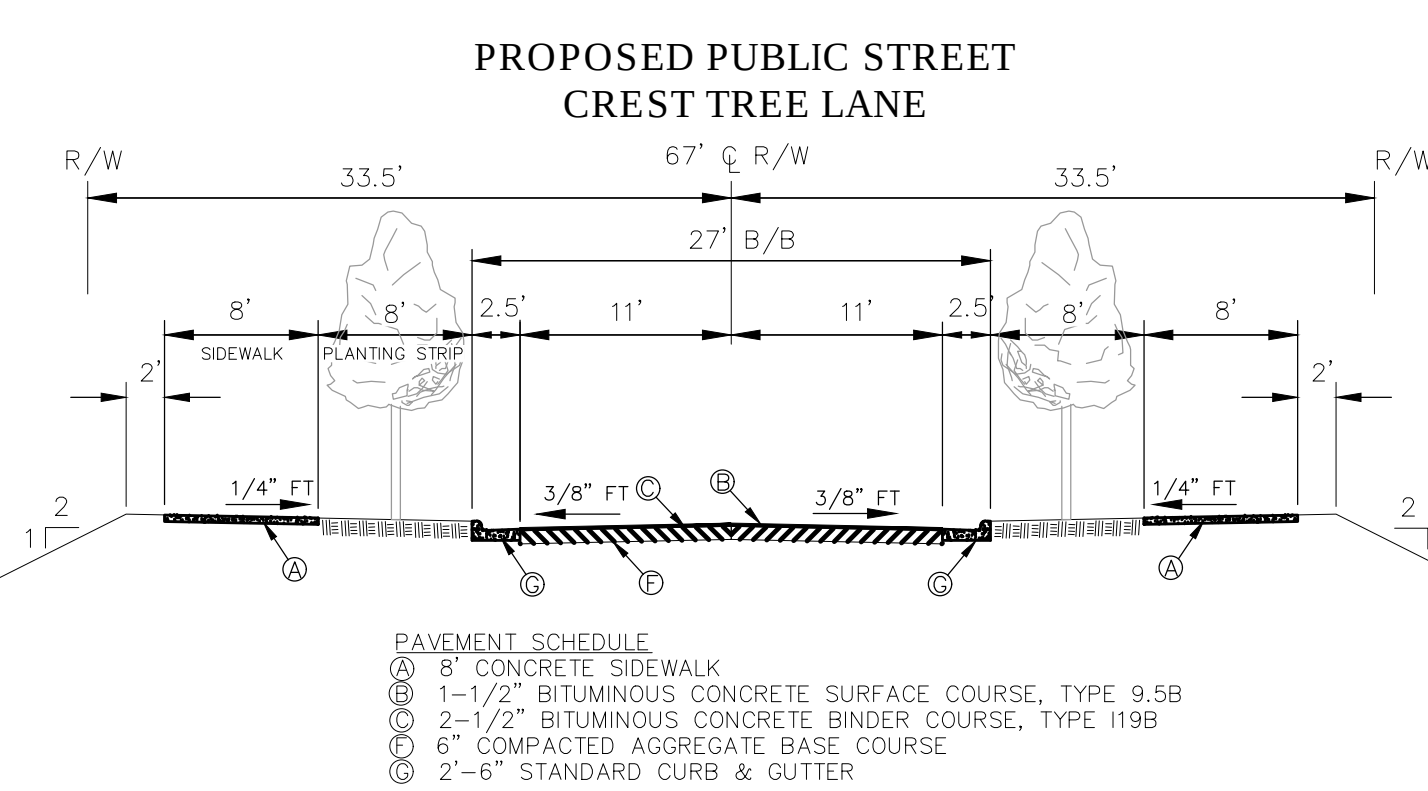
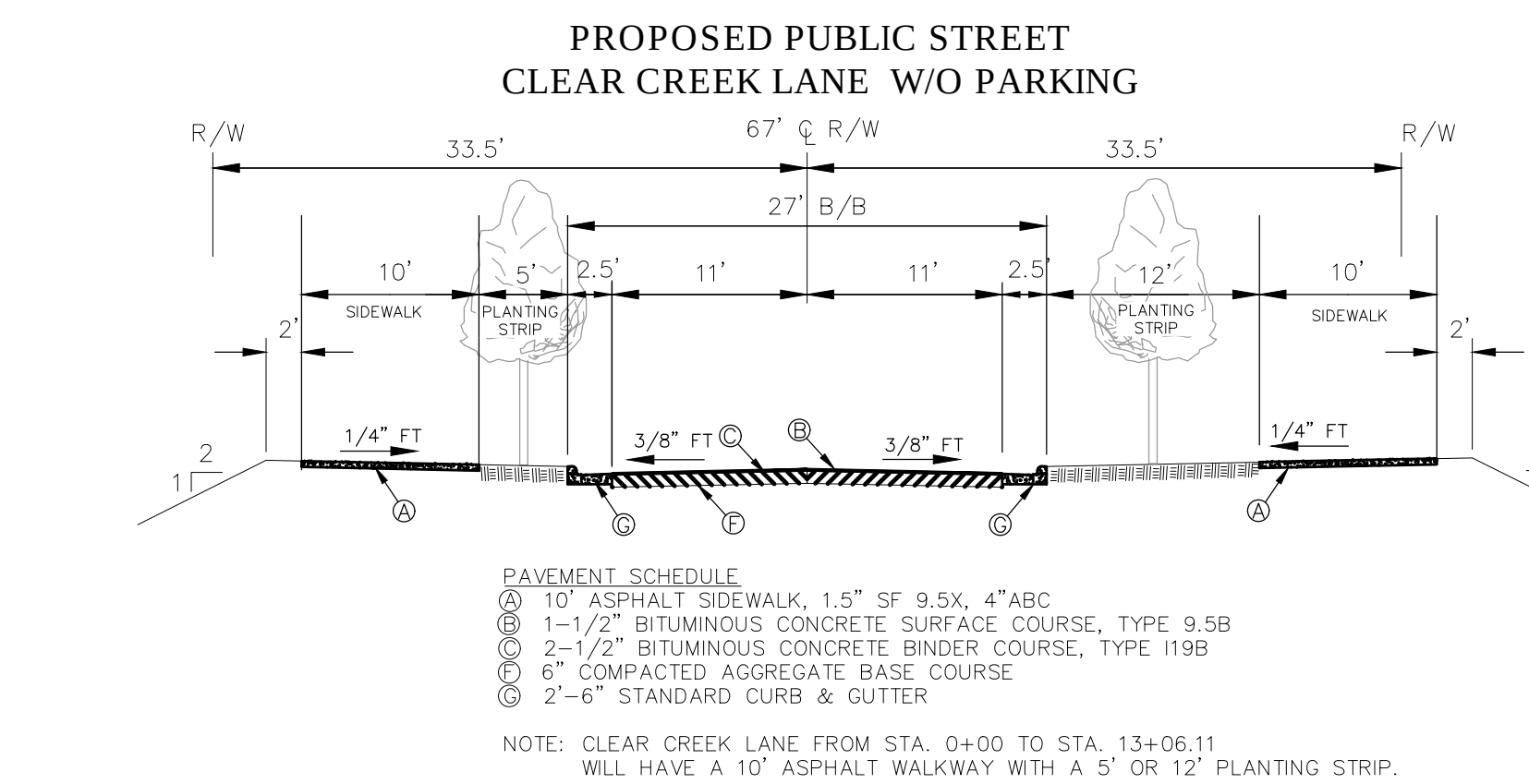
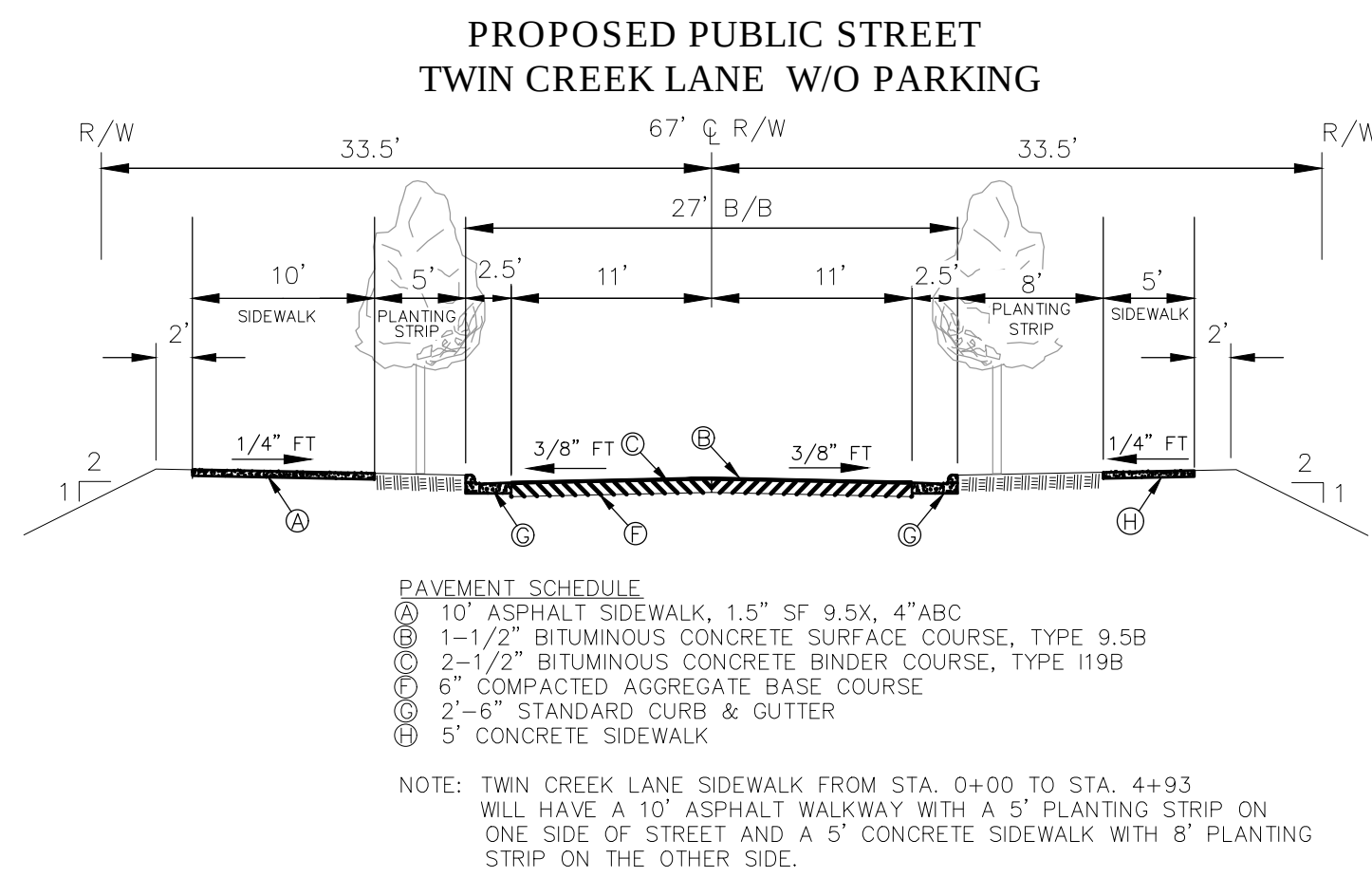
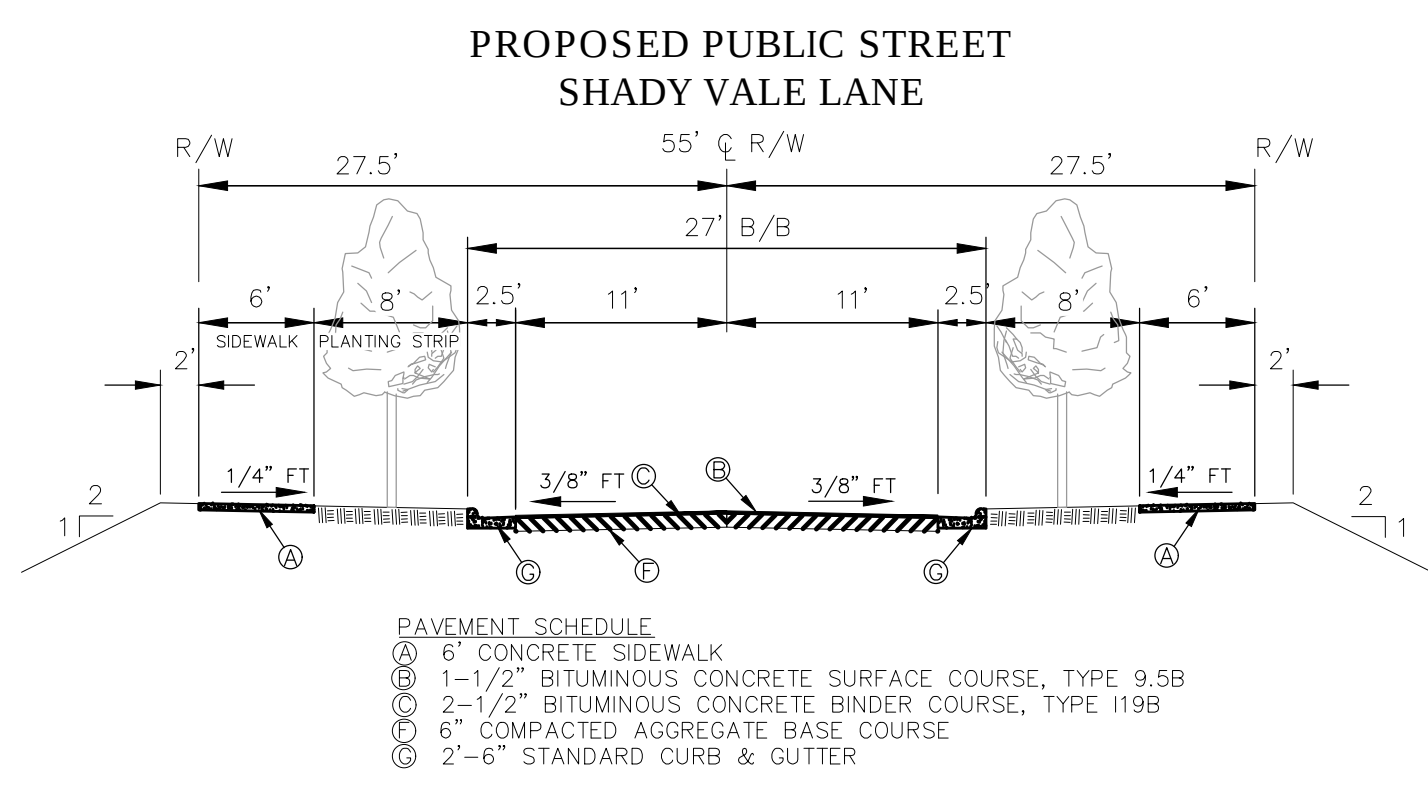
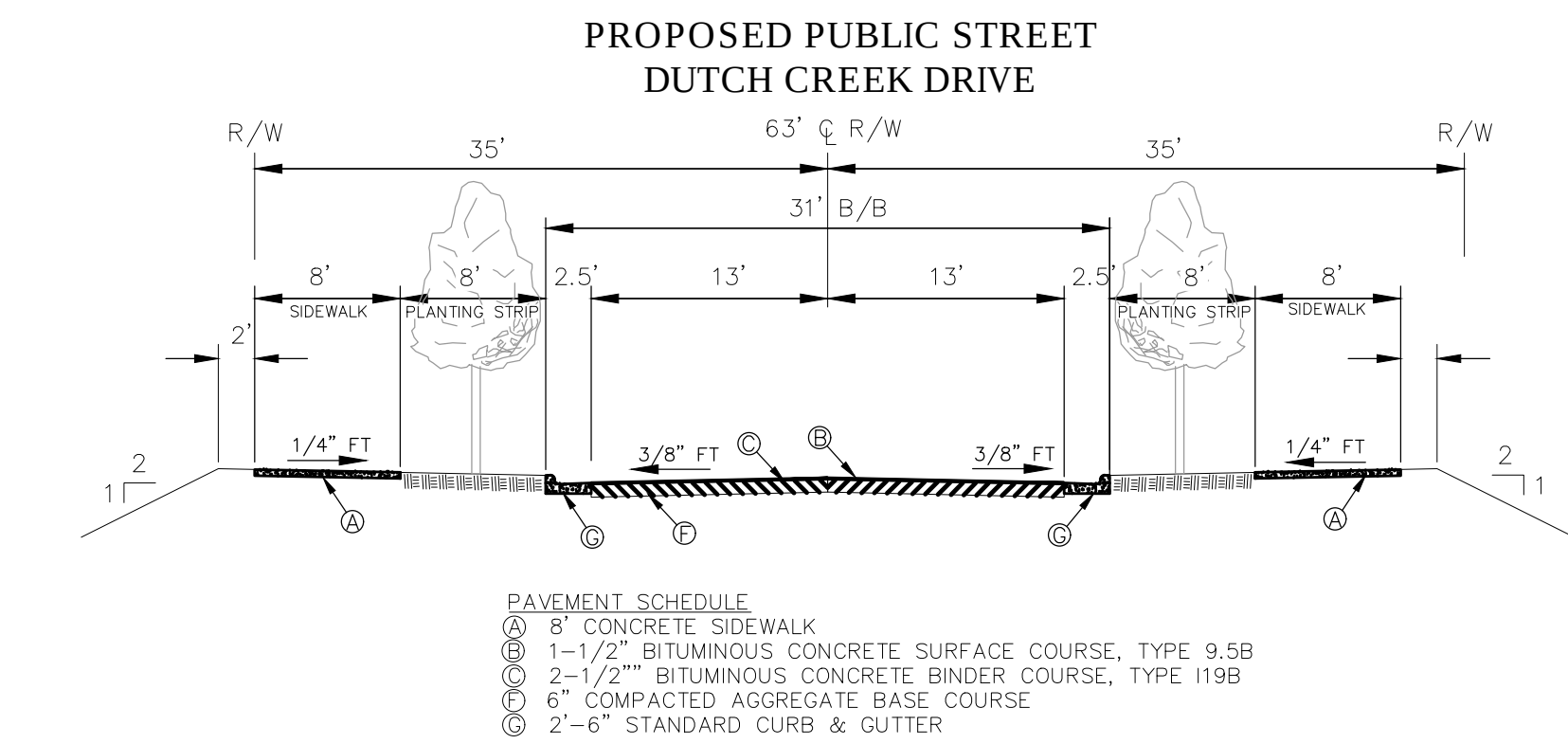
UTILITIES

1. SEWER WILL BE SERVED FROM FUDA CREEK TRUNKLINE.
2. WATER WILL BE EXTENDED OFF OF ROCKY RIVER ROAD CONNECTION.
3. WATER AND SEWER UTILITY SERVICE WILL BE PROVIDED TO THE FARMINGTON DEVELOPMENT BY APPROPRIATE CONNECTION TO AND EXTENSION OF THE HARRISBURG UTILITY SYSTEM IN ACCORDANCE WITH THE HARRISBURG UTILITY EXTENSION POLICY.

AMENDMENTS TO REZONING PLANS

FUTURE AMENDMENTS TO THIS SITE PLAN AND THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE SITE IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE AS REVIEWED AND APPROVED BY THE TOWN OF HARRISBURG.

PETITION #: H2019-02-(R)
TOWN OF HARRISBURG
PETITIONER: ROCKY RIVER ROAD ASSOCIATES, LLC



YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering

REVISIONS:

DATE: JULY 9, 2019
DESIGNED BY: BPH/HR
CHECKED BY: RP
Q.C. BY: RP
PROJECT # 100814

SHEET #
RZ-3

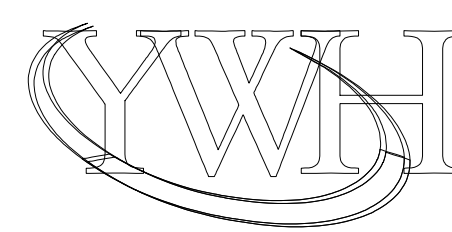
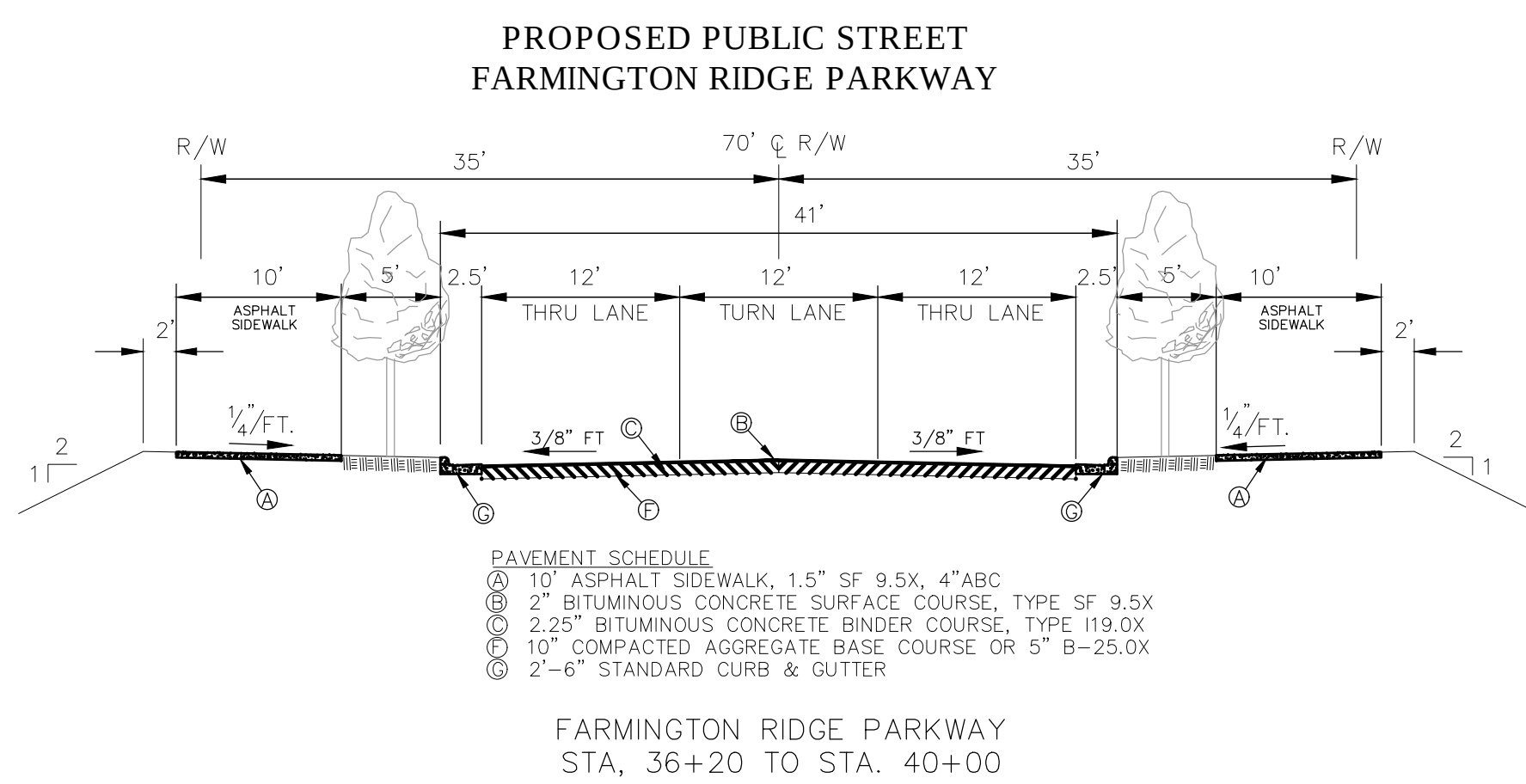
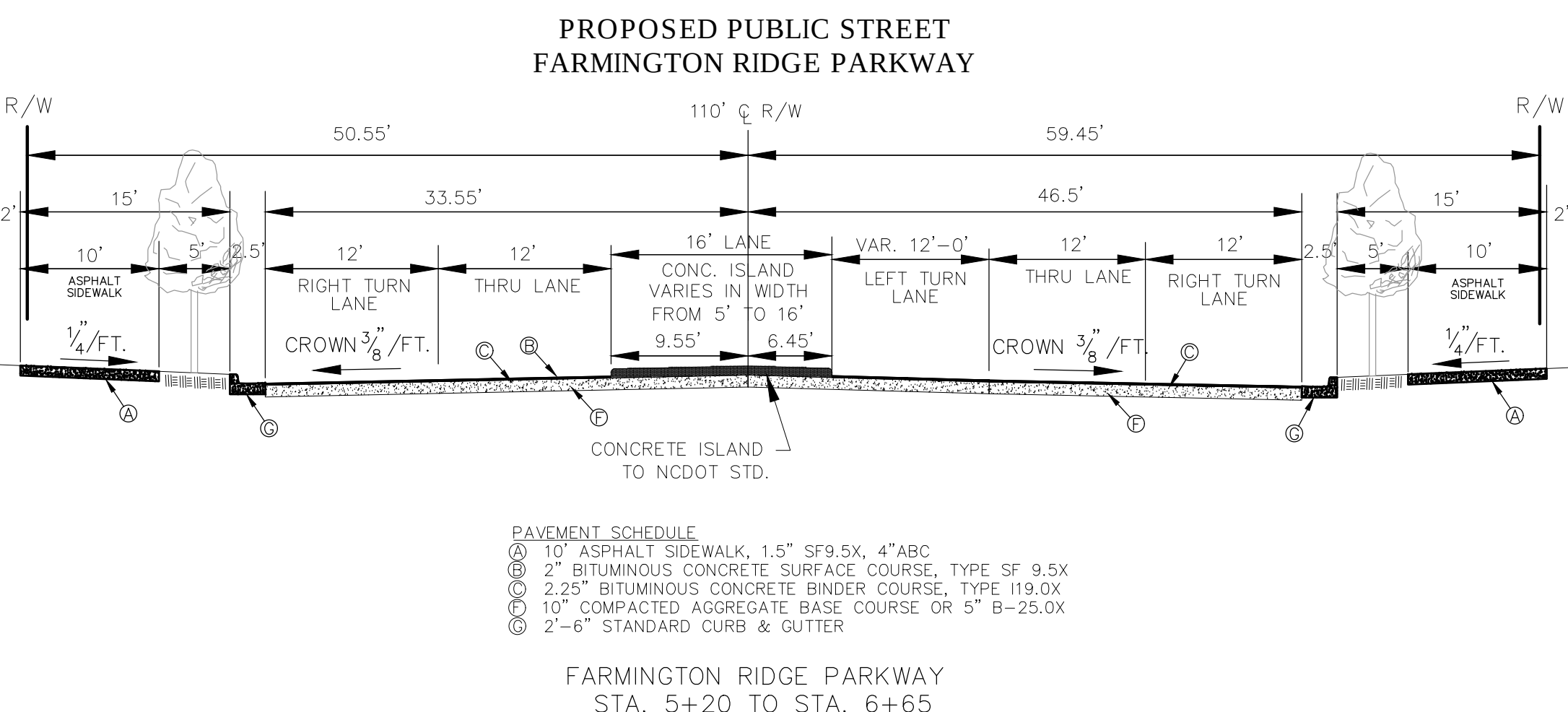
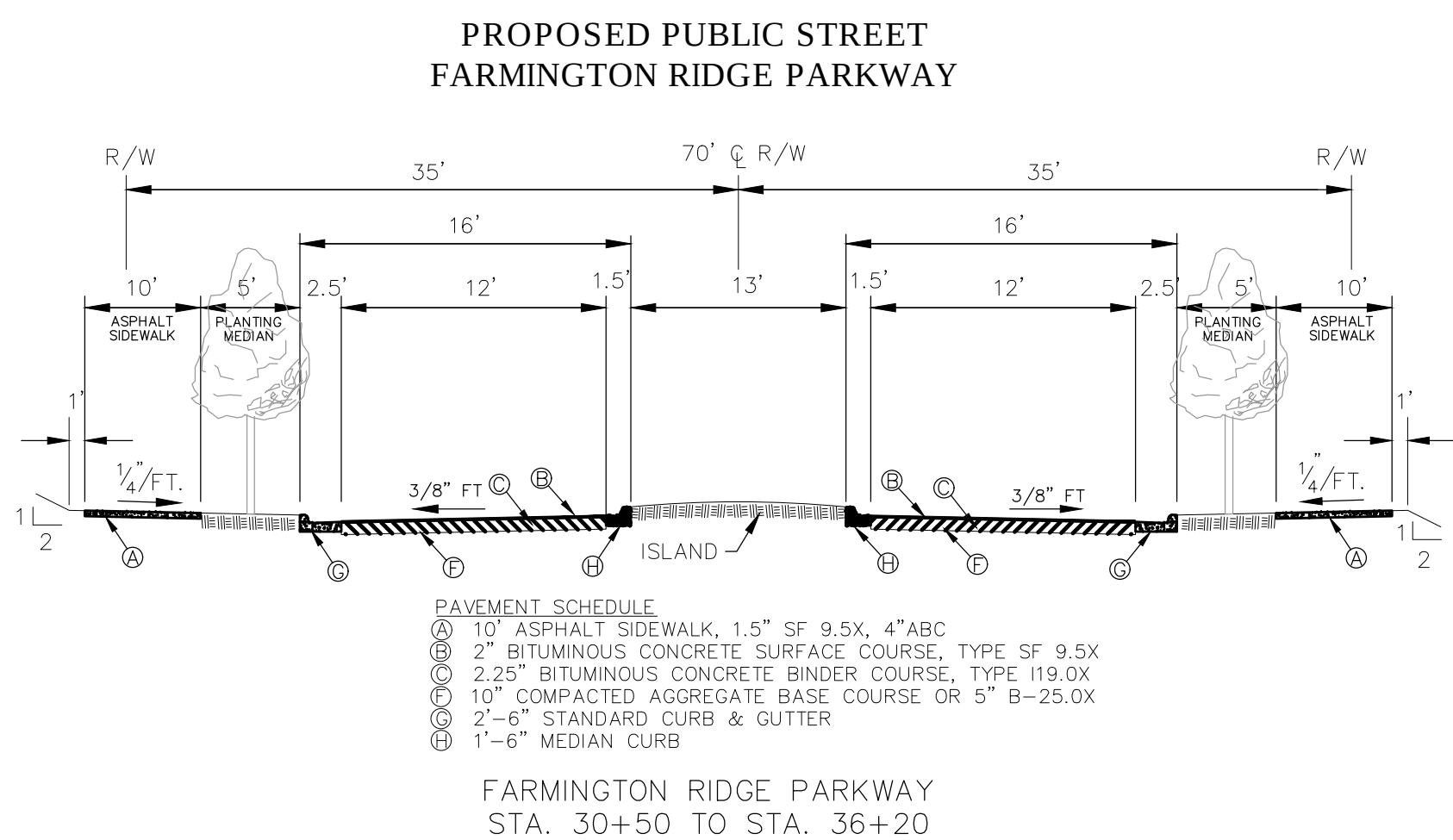
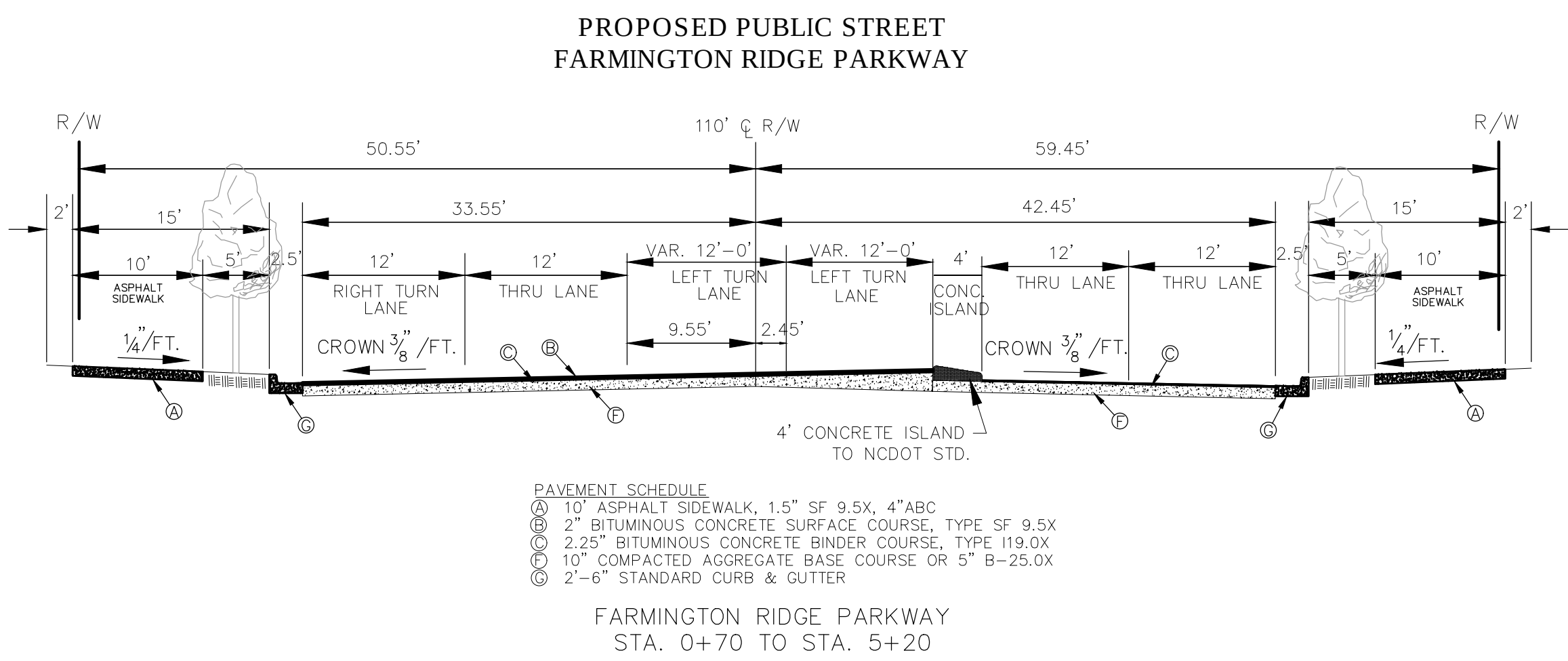
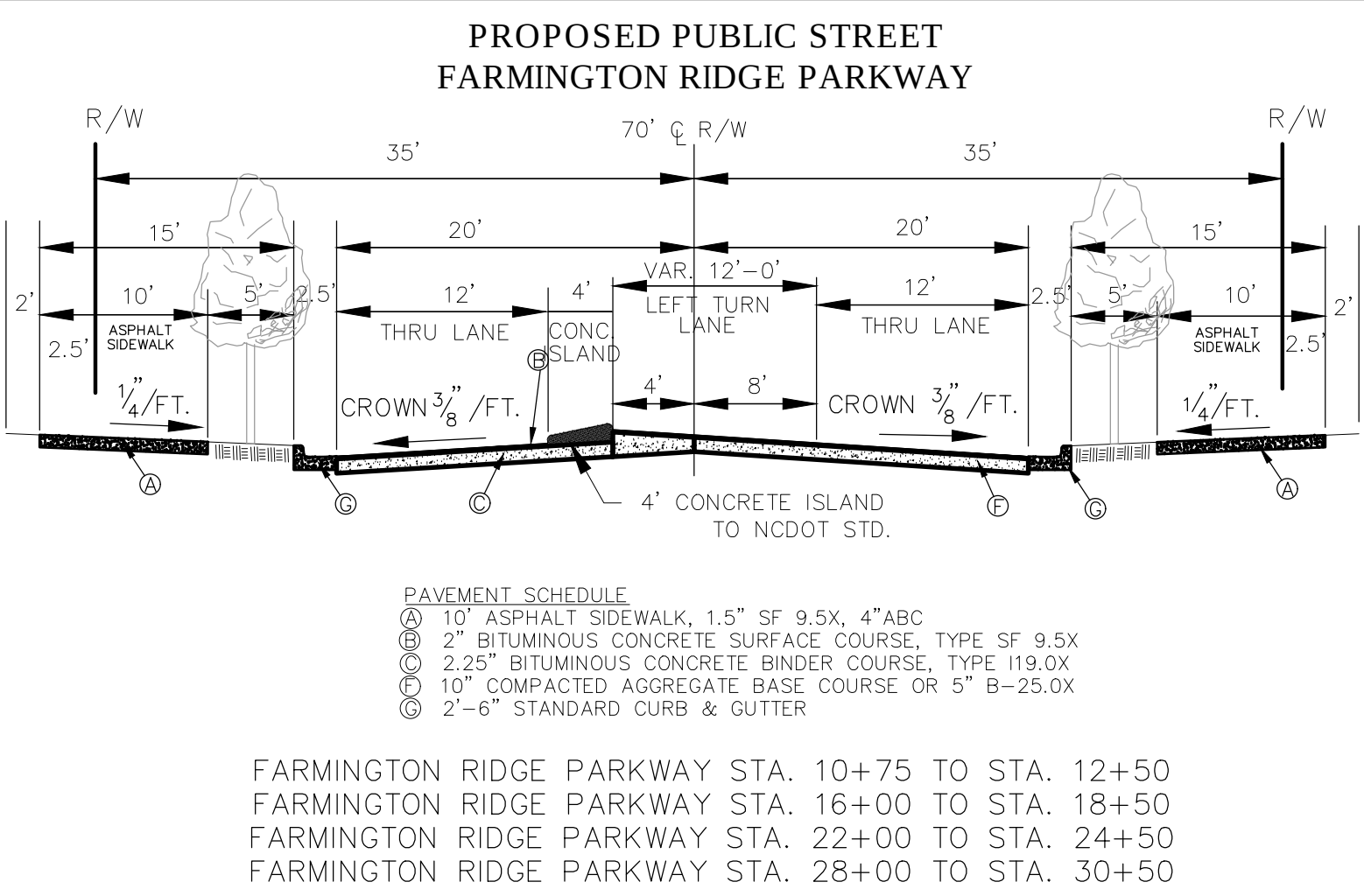
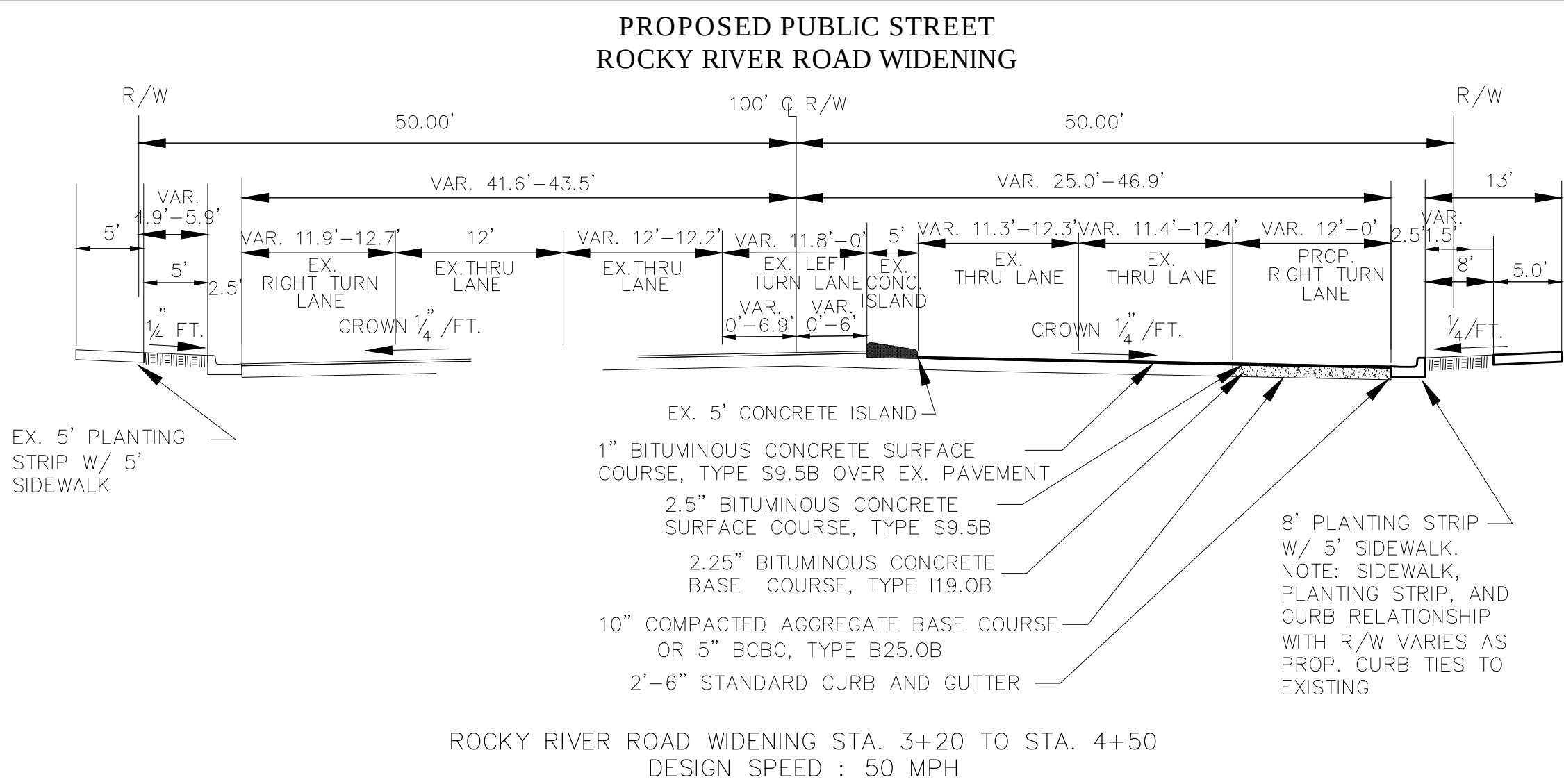
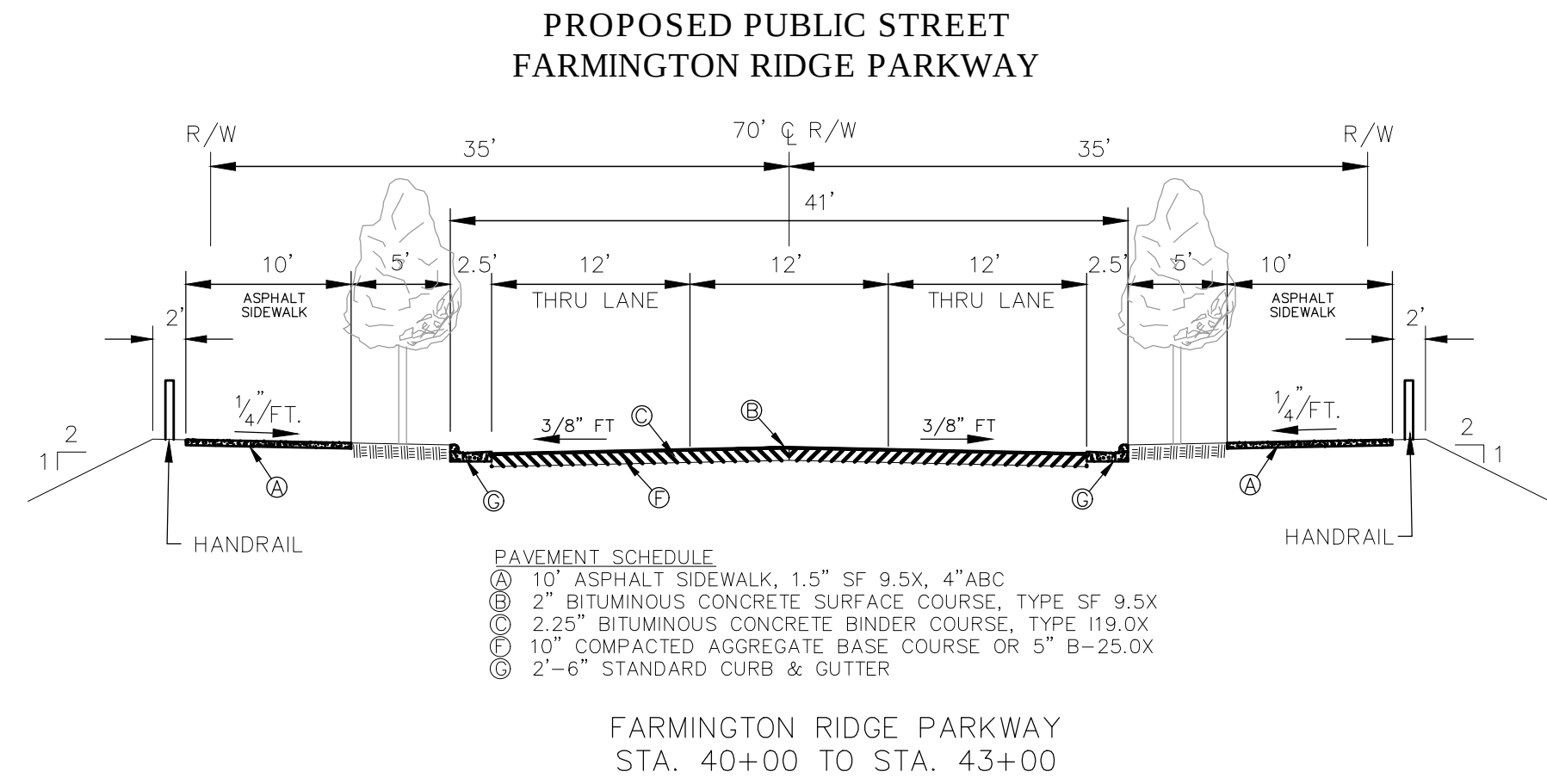
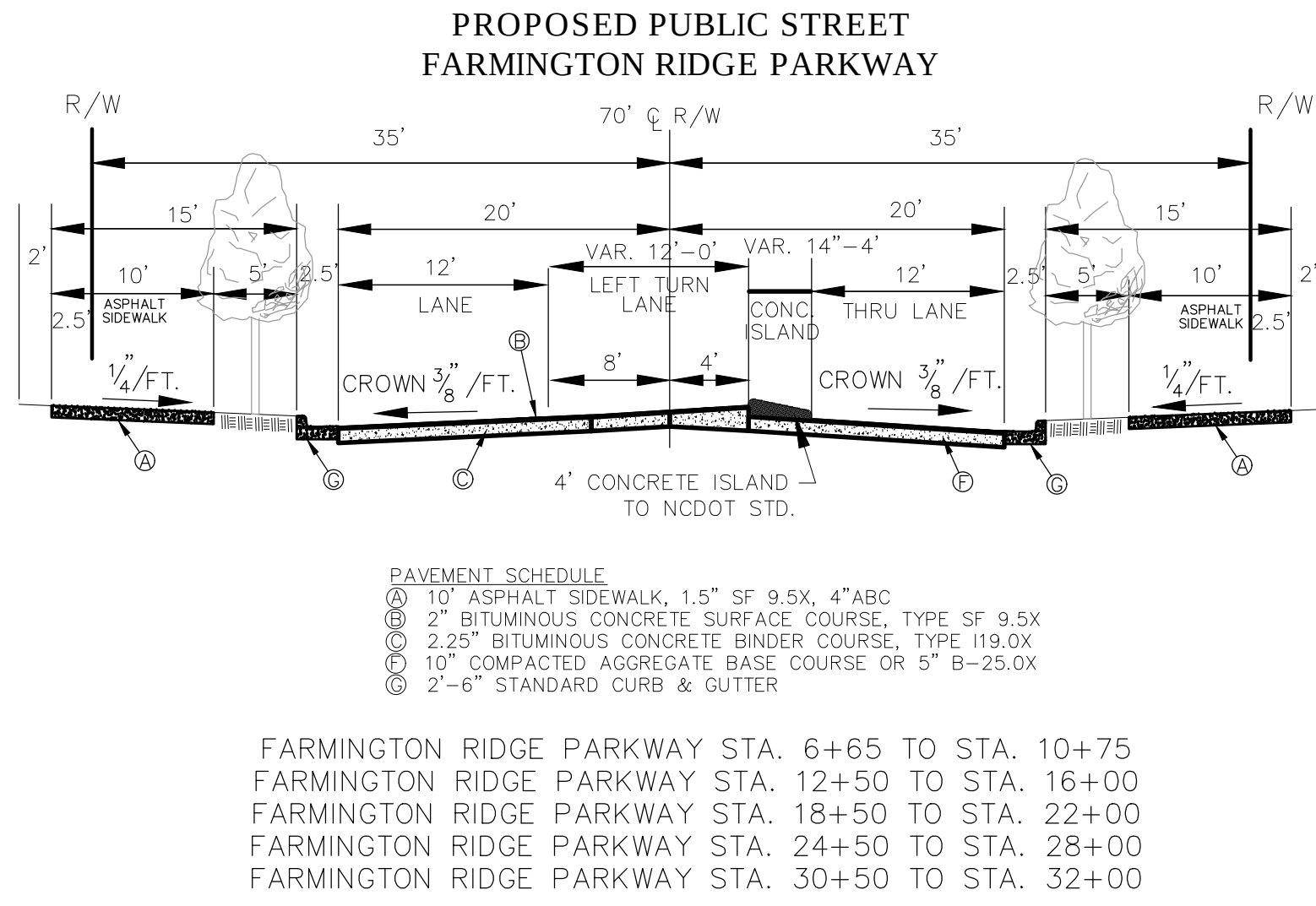
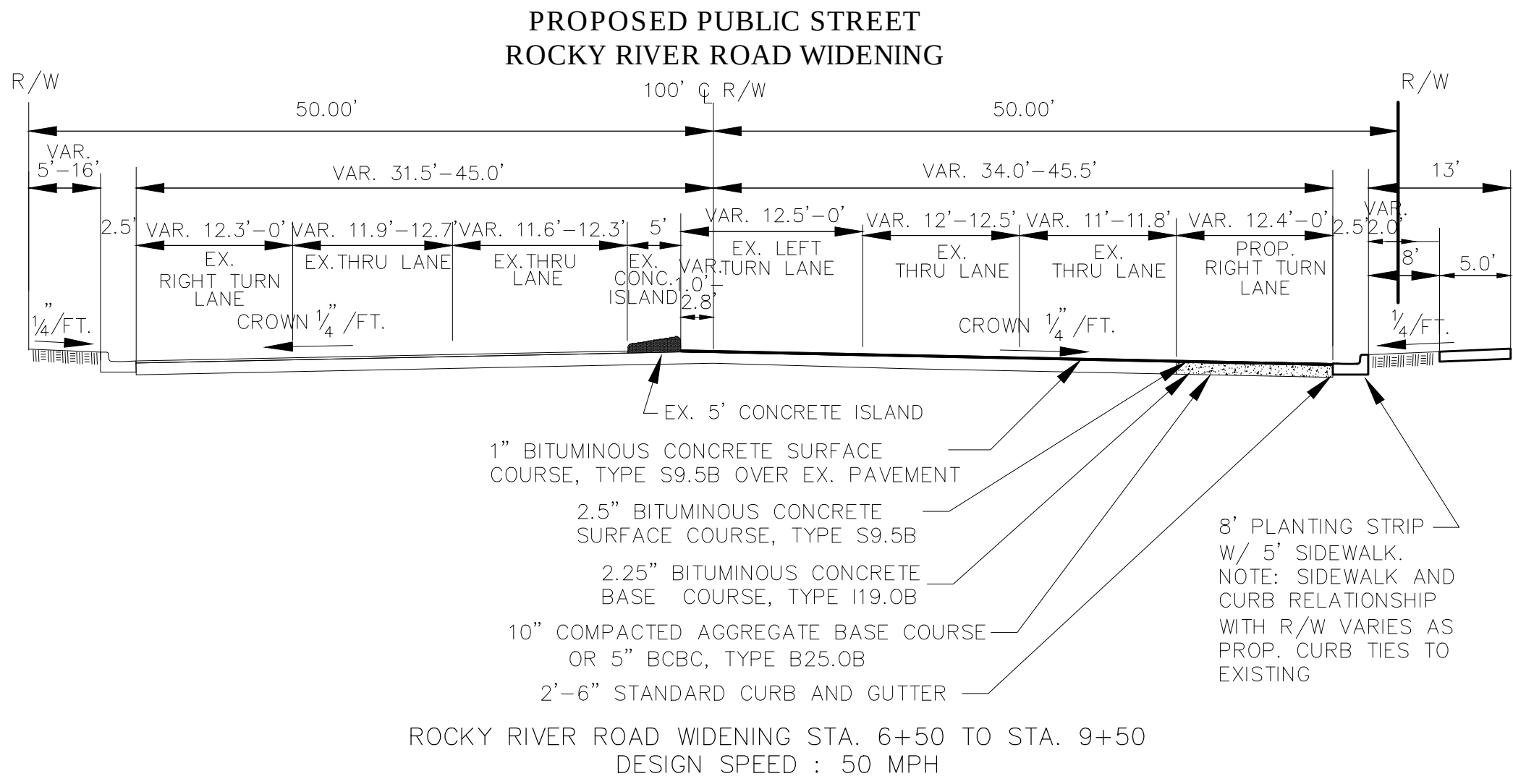
PETITION #: H2019-02-(R)
TOWN OF HARRISBURG
PETITIONER: ROCKY RIVER ROAD ASSOCIATES, LLC

FARMINGTON
HARRISBURG, NORTH CAROLINA
ROCKY RIVER ROAD ASSOCIATES, LLC

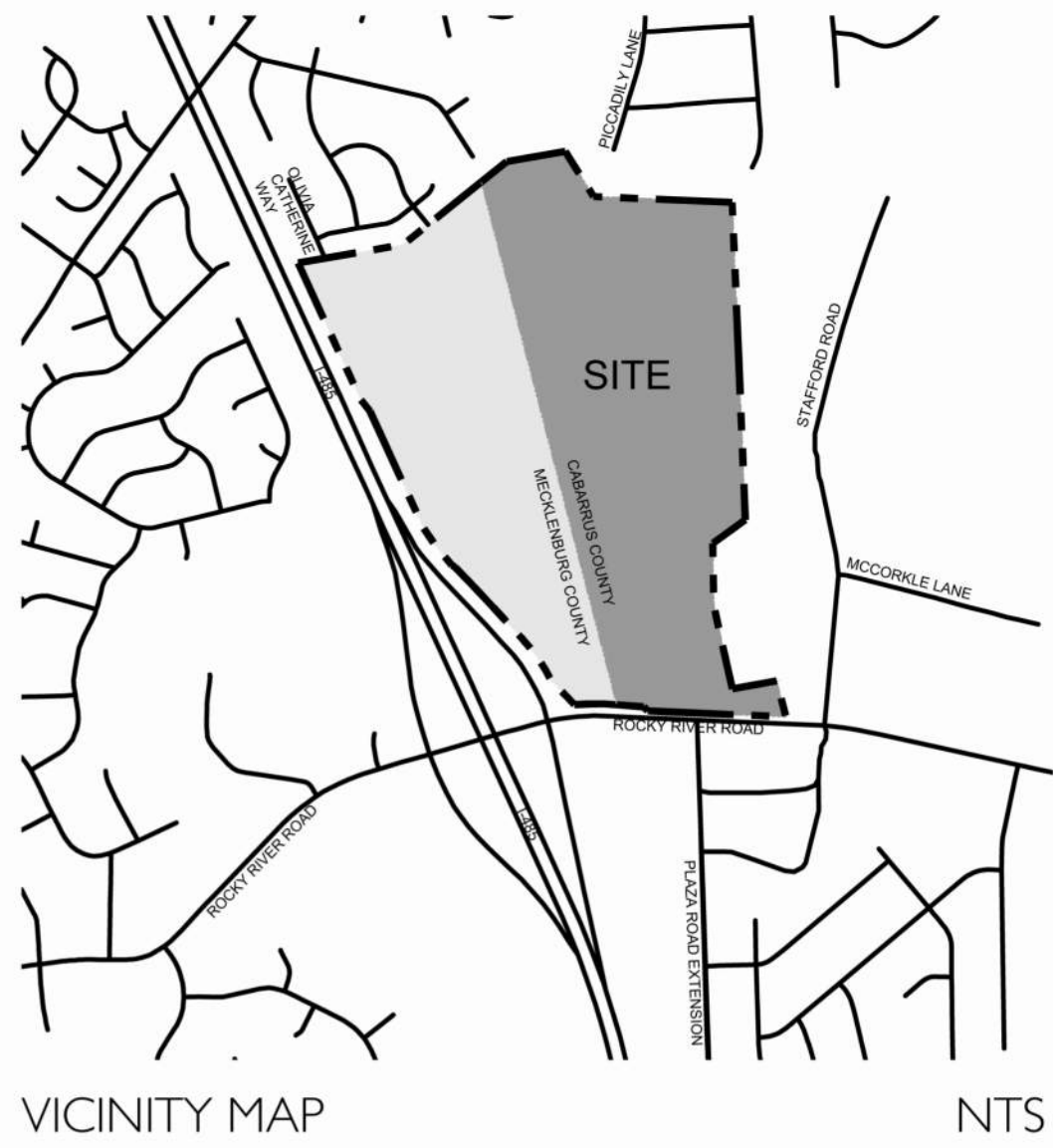
PUD SITE PLAN AMENDMENT (SPA) - STREET CROSS-SECTIONS

PETITION NO. H2019-02-(R)

LandDesign
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www.LandDesign.com
NC Eng. Firm License: C-6658

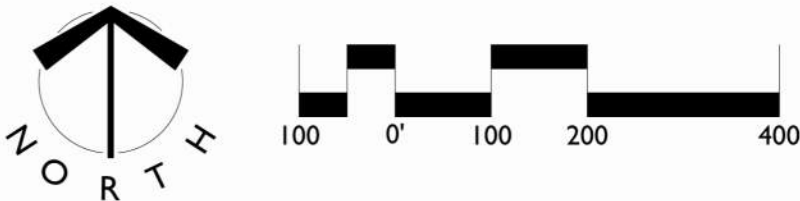


YARBROUGH-WILLIAMS & HOULE, INC.
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THE SCHEMATIC DEPICTIONS OF THE USES, PARKING AREAS, SIDEWALKS, STRUCTURES AND BUILDINGS, DRIVEWAYS, AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE SCHEMATIC SITE 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 ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED AND AS A RESULT MAY CHANGE AS LONG AS THE INTENT ILLUSTRATED IS MAINTAINED.

PETITION #: H2019-02-(R)
TOWN OF HARRISBURG
PETITIONER: ROCKY RIVER ROAD ASSOCIATES, LLC



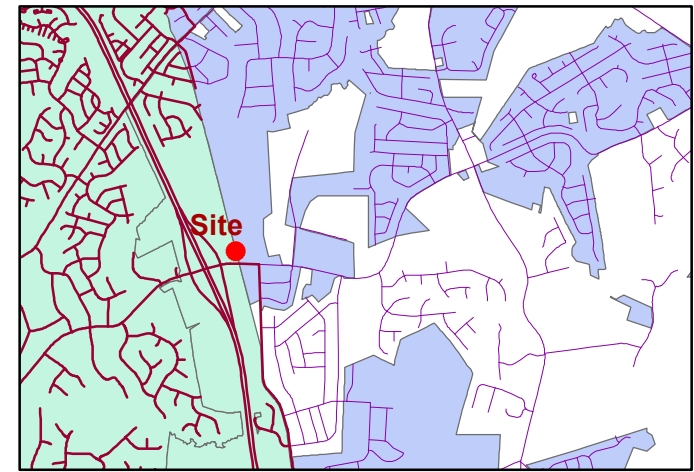
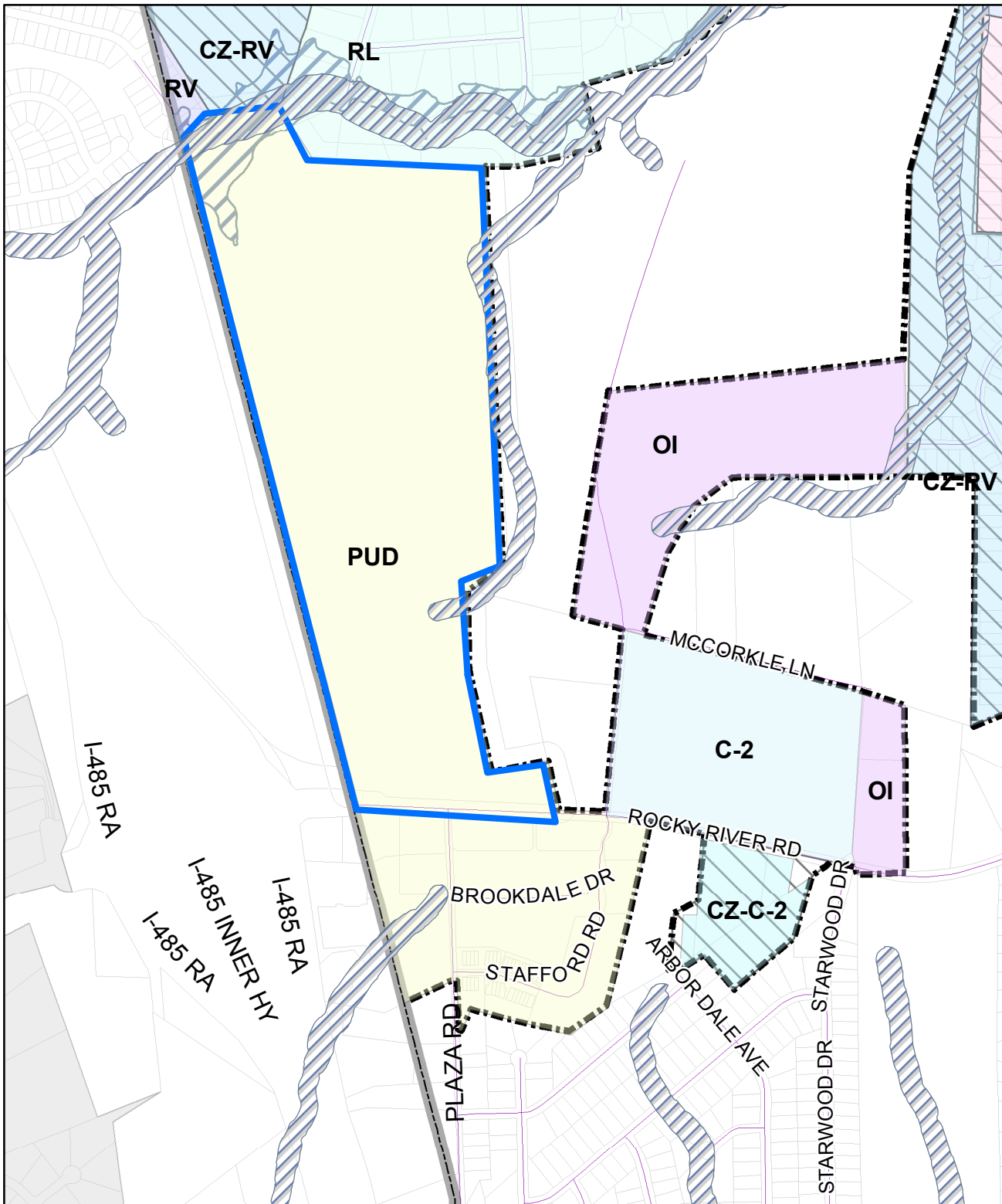
DATE: JULY 9, 2019
DRAWN BY: HRR
CHECKED BY: RRP
SCALE: AS SHOWN
PROJECT #: 1016184
SHEET #:
RZ-5

FARMINGTON
HARRISBURG, NORTH CAROLINA
ROCKY RIVER ROAD ASSOCIATES, LLC
PUD SITE PLAN AMENDMENT (SPA) - SCHEMATIC SITE PLAN

REVISIONS:
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223 N Graham Street, Charlotte, NC 28202
704.333.3346
www.LandDesign.com
NC Eng. Firm License: C-0658

PETITION NO. H2019-02-(R)



H 2019-02-(R) Farmington Master Plan Rocky River Road Assoc., LLC

Applicant: Jim Merrifield

Current Zoning: Planned Unit Development (PUD)

Proposed Zoning: PUD Site Plan Amendment (PUD-SPA)

-  Site
-  Town Limits
-  Floodplain Overlay
-  Parcels



0 500 1,000 2,000 Feet



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.

____ See Attached Chart _____

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.).

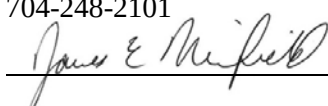


Owner Information

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	Rocky River Road Associates, LLC c/o James Merrifield - MPV Properties
Address	2400 South Blvd #300 Charlotte, NC 28203
Phone	704-248-2100
Fax	704-248-2101
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.

OFFICIAL USE ONLY:

Petition Number: _____

Date Filed: _____

Received By: _____



APPLICATION FOR ZONING MAP AMENDMENT

The following steps are required in order for your application to be considered complete.

Incomplete applications will be returned to the applicant and will not be processed.

1. Schedule a pre-application meeting with staff.
2. Submit a completed application for an amendment to the official zoning map. All applications must include:
 - a. A list of all adjacent property owners (include owner name, address, and Parcel Identification Number)
 - b. A recent survey or legal description of the property or area to be rezoned
 - c. A copy of the letter, minutes, and the sign-up sheet from the Neighborhood Meeting
 - d. Copies of the Traffic Impact Analysis (TIA), proposed site plan, landscape plan, and proposed building elevations (applicability determined at pre-application meeting with staff)
3. Submit cash, checks, or money orders made payable to the Town of Harrisburg for all fees listed in the pre-application checklist.

Overview of the Rezoning Process:

1. Hold a pre-application meeting with staff to discuss your rezoning request and the map amendment process.
2. Hold a **neighborhood meeting** with the adjacent property owners. All adjacent property owners must be contacted and given an opportunity to meet with the applicant at a meeting established at a reasonable time. No member of the Town decision-making entity may participate in this meeting.
3. Submit a Zoning Map Amendment application to the Town of Harrisburg Planning Department. All applications must be submitted by the third Tuesday of the Month to go before the Planning and Zoning Board on the following month. NOTE: If the request is a Conditional Zoning request, complete and submit, with this application, a Conditional Rezoning Application.
4. Planning staff will review your application and subsequent information, prepare a staff report for the Board and take your request to the Planning and Zoning Board for a recommendation to the Town Council. Planning Board meetings are held on the third Tuesday of every month at 7:00 PM.
5. Once the Planning and Zoning Board has made a recommendation, staff will notify the adjacent property owners of the public hearing, post a sign on the property, and place announcements of the hearing in the local newspaper.
6. Town Council meetings are held on the second Monday of every month at 7:00 PM. At this meeting the Council will hold a public hearing and may vote on your request. Meetings are held at the Harrisburg Town Hall located at 4100 Main Street, Suite 101.

Questions: Contact the Town of Harrisburg Planning Department with any questions regarding rezonings in the Town of Harrisburg. Staff can be reached at 704-455-0709.



Subject Property Information

1. Street Address 9880 ROCKY RIVER ROAD HARRISBURG, NC 28215
2. PIN(s) (10 digit#) 5506 -- 14 -- 0729 ; -- -- --
3. Deed Reference Book 8789 Page 0255
4. Township # 1

Description of Subject Property

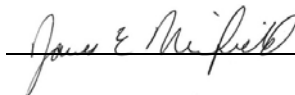
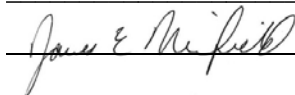
5. Size (square feet or acreage) +/- 109 ACRES
6. Street Frontage (feet) +/- 1,195 LF
7. Current Land Use VACANT
8. Surrounding Land Use and Zoning Classification
 - North: Zoning RV, CZ-RV, RL Land Use SINGLE FAMILY RESIDENTIAL
 - South: Zoning PUD Land Use SHOPPING CENTER
 - East: Zoning LDR, O1 Land Use VACANT & SINGLE FAMILY RESIDENTIAL
 - West: Zoning CC Land Use MIXED USE DEVELOPMENT (MECKLENBURG COUNTY)
9. Request to Change Zoning From PUD to PUD SPA (SITE PLAN AMENDMENT)
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: REVISED SCHEMATIC SITE PLAN



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	ROCKY RIVER ROAD ASSOCIATES, LLC
Address	2400 SOUTH BLVD #300 CHARLOTTE, NC 28203
Phone	704-248-2100
Fax	704-248-2101
Email:	JMERRIFIELD@MPVRE.COM
Signature	
13. Agent (if any)	LANDDESIGN
Address	223 N GRAHAM STREET CHARLOTTE, NC 28202
Phone	704-333-0325
Fax	704-375-4138
Email	HPREITER@LANDDESIGN.COM
Signature	
14. Applicant (if any)	MPV PROPERTIES c/o JAMES MERRIFIELD
Address	2400 SOUTH BLVD #300 CHARLOTTE, NC 28203
Phone	704-248-2100
Fax	704-248-2101
Email	JMERRIFIELD@MPVRE.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.

TABLE 4.6-1: PRINCIPAL USES PERMITTED IN ZONING DISTRICTS

* All uses permitted in the CC, CD, and I-1 Districts are subject to supplemental design regulations in Article 11 of this Ordinance.

P - Permitted Use

S - Permitted Use with Supplemental Regulations in Article 5 and/or Article 11

C - Conditional Use

(-) Prohibited Use

ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
RESIDENTIAL					
Accessory Dwellings (§ 5.3)	-	-	-	-	P/S
Duplex (Two dwelling units per lot)	-	-	-	-	P
Family Care Home (see Appendix A for definition)	-	C	C	-	P
Home Occupations (§ 5.12)	-	P/S	-	-	P/S
Multi-family Dwellings - 3 or more dwelling units (§ 11.2)	-	C/S	C/S	C/S	C/S
Single-family, attached (§ 11.2)	-	C/S	C/S	-	P/S
Single-family, detached (§ 5.24)	-	C	C	-	C
Single-family, manufactured home					
Single-family, modular home	-	C	C	-	P
INSTITUTIONAL AND CIVIC					
Animal Shelter	-	-	-	-	-
Auditorium/Indoor Public Assembly, up to 350 seats	-	P	P	P	C
Auditorium/Indoor Public Assembly, more than 350 seats		C	C	P	C
Botanical Gardens/Nature Preserves	71213, 71219	P	P	P	P
Child Care Center (§ 5.16)	6244	P/S	P/S	P/S	C/S
Civic, Social, and Fraternal Organizations	8134	P	P	P	C
Country Club	71391	-	-	P	P
Convention Center/Visitors Bureau	561591	-	-	P	-
Golf Course, public or private	71391	P	P	P	P
Government Buildings (excl. correctional institutions) and Facilities	-	P	P	P	C
Hospital	622	-	P	P	-
Museums and Art Galleries	71211, 71212	C	C	P	C
Park - Public, neighborhood	71219	P	P	P	P
Park - Public, other than neighborhood	71219	P	P	P	C
Performing Arts Companies & Artists	7111	-	P	P	-
Postal Service Facilities	491	-	P	P	-
Recreational Sports Clubs (Hunting Clubs, Fishing Clubs, etc.)	713990	P	P	P	C
Religious Institutions, up to 350 seats	8131	P	P	P	C
Religious Institutions, more than 350 seats	8131	C	C	P	C
Residential Care Facilities (includes Group Homes) (§ 5.17)	623	P/S	P/S	P/S	P/S
School - Boarding	6111	C	C	C	C
School - Business, Computer and Management	6114	-	P	P	-
School - Charter, Private & Parochial	61111	P	C	P	C

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ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
INSTITUTIONAL AND CIVIC (cont.)					
School - Fine Arts	61161	-	C	P	-
School - Public, Elementary & Secondary	6111	P	P	P	P
School - Technical and Trade	6116	C	C	P	-
School - University or College	6112, 6113	-	C	P	-
Social Assistance (excluding child care centers)	624	C	C	P	C
Zoo, public or private	71213	-	-	C	-
PROFESSIONAL OFFICE/BUSINESS SERVICES					
Accounting & Tax Services	5412	P	P	P	-
Advertising & Related Services (excl. Sign Lettering/Painting)	5418	C	P	P	-
Architectural, Engineering & Related Services	5413	P	P	P	-
Automobile Repair, Major (excl. commercial trucks)	8111	-	-	P	-
Automobile Repair, Minor (excl. commerical trucks)	81119	-	-	P	-
Automobile Repair, Major or Minor, including commercial trucks	811111	-	-	C	-
Banks, Finance and Insurance Offices	52	P	P	P	-
Broadcasting & Telecommunications (excl. Towers)	513	-	P	P	-
Building, Chimney, Pool Cleaning Services	56179	-	-	P	-
Carpet & Upholstery Cleaning Services	56174	-	-	P	-
Catering Services	72232	P	-	P	-
Clothing Alterations/Repair, Footwear Repair	811419, 81143	P	-	P	-
Collection Agencies	56144	P	P	P	-
Computer System Design & Related Services	5415	P	P	P	-
Credit Bureaus	56145	-	P	P	-
Data Processing and News Services	514	-	P	P	-
Delivery/Courier Service, Local	49221	C	P	P	-
Dry Cleaning and Laundry Services	81231, 81232	P	-	P	-
Electronic and Appliance Repair	8112, 8114	-	-	P	-
Employment/Personnel Services/Agencies	5613	-	P	P	-
Environmental Consultanting Services	54162	-	P	P	-
Fortune Telling/Palm Reading Services	812990	-	-	C	-
Funeral Home & Services	8122	-	P	P	-
Graphic Design Services	54143	P	P	P	-
Hair, Nail & Skin Care Services	81211	P	P	P	-
Indoor Recreational Facilities		-	-	P	-
Industrial Design Services	54142	-	P	P	-
Interior Design Services	54141	P	P	P	-
Investigation & Security Services, Locksmiths	5616	-	-	P	-

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(-) Prohibited Use

ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
PROFESSIONAL OFFICE/BUS. SERVICES(cont.)					
Janitorial Services	56172	-	P	P	-
Legal Services	5411	P	P	P	-
Management/Holding Company offices	55	P	P	P	-
Management & Marketing consultants	54161	-	P	P	-
Medical/Health Care Offices	621	P	P	P	-
Motion Picture & Sound Recording (excl. Theaters)	512	-	P	P	-
Office Administrative Services	5611	-	P	P	-
Other Business Support Services	56149	-	P	P	-
Personal and Household Goods Repair	8114	-	-	P	-
Pest Control Services	56171	-	-	P	-
Pet Care Services (excluding Kennels & Veterinary Serv.)	81291	-	-	P	-
Pet Care Services - Kennels only (§ 5.5)	81291	-	-	P/S	-
Photocopy Services (excl. studios)	56143	-	P	P	-
Publishing Industries	511	-	P	P	-
Real Estate & Leasing Offices (excl. mini-warehousing)	531	P	P	P	-
Scientific Research & Development Services	5417	-	P	P	-
Sports and Recreation Instruction/Camps	61162	C	-	P	-
Telemarketing/Telephone Call Centers	56142	-	P	P	-
Travel Services/Agents & Visitors Bureaus	5615	-	P	P	-
Veternarian Offices/Animal Hospitals (§ 5.5)	54194	P/S	-	P/S	-
Weight Reducing Centers, non-medical	81219	-	-	P	-
RETAIL TRADE					
Amusement Park	713110	-	-	C	-
Amusement Arcade (Indoor only)	713120	-	-	P	-
Art Dealers	45392	P	P	P	-
Art Supply Stores	453998	-	-	P	-
Auction House (General Merchandise)	453998	-	-	P	-
Automotive Parts, Tires, and Accessories	4413	-	-	P	-
Automobile Rental & Leasing (§ 5.6)	5321	-	-	P/S	-
Automobile Sales, New & Used (§ 5.6)	4411	-	-	P/S	-
Baked Goods/Snack Shops (excluding drive-thru)	722213	P	-	P	-
Bed & Breakfast Inns (§ 5.7)	721191	C/S	C/S	C/S	C/S
Book, Periodical & Music Stores	4512	P	-	P	-
Bowling Centers	71395	-	-	P	-
Building Material Supply (with outdoor storage)	4441	-	-	C	-

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ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
RETAIL TRADE (cont.)					
Building Material Supply (with no outdoor storage)	4441	-	-	P	-
Brewpubs/Brewery - Micro		-	-	P/S	-
Car Wash (as a principal use)	811192	-	-	P	-
Cemetery Monument Dealers	453998	-	-	P	-
Clothing & Clothing Accessories	4481	-	-	P	-
Consignment/Used Merchandise Stores	4533	C	-	P	-
Convenience Store (with or without gas sales) (§ 5.10)	44512, 44711	P/S	-	P/S	-
Equipment Rental & Leasing (with indoor storage)	53321, 5324	-	-	P	-
Equipment Rental & Leasing (with outdoor storage)	53231, 5324	-	-	C	-
Electronics & Appliance Rental	53221	-	-	P	-
Electronics, Camera & Appliance Stores	443	-	-	P	-
Electronic Gaming Establishments		-	-	C/S	-
Farmer's Market, Fruit & Vegetable Stand	44523	-	-	P/S	-
Florist	4531	P	-	P	-
Formal Wear & Costume Rental	53222	C	-	P	-
Furniture& Home Furnishings	442	-	-	P	-
Furniture/Party Supply/Sporting Goods Rental	53229	-	-	P	-
General Merchandise Stores (less than 25,000 sq. ft.)	452	-	-	P	-
Gift, Novelty & Souvenir Stores	45322	P	-	P	-
Grocery/Food Stores (excl. convenience stores)	4451, 4452	C	-	P	-
Health Clubs & Fitness Centers	71394	P	-	P	-
Hobby, Toy & Game Stores	45112	-	-	P	-
Hotel, Motels & Extended Stay Lodging Facilities	72111	-	-	P	-
Jewelry, Luggage and Leather Goods	4483	P	-	P	-
Lawn & Garden Supply (with outdoor storage or display)	4442	-	-	C	-
Lawn & Garden Supply (with no outdoor storage or display)	4442	-	-	P	-
Liquor Sales (ABC stores)	4453	-	-	P	-
LP Gas & Heating Oil Dealers	45431	-	-	P	-
Manufactured Home Sales	45393	-	-	C	-
Minature Golf course	713990	-	-	P	-
Mini-warehousing/Self-storage Leasing (§ 5.15)	53113	-	-	C/S	-

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ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
RETAIL TRADE (cont.)					
Motion Picture Theaters (excl. drive-in)	512131	-	-	P	-
Motion Picture Theaters, drive-in	512132	-	-	C	-
Motorcycle, Boat & RV Dealers, New & Used	4412	-	-	P	-
Musical Instrument & Supplies	45114	-	-	P	-
Nurseries	44422	C	-	P	-
Office Supplies & Stationery Stores	45321	-	-	P	-
Parking Lots & Structures, Commercial	-	-	-	P	-
Pawnshops (subject to NCGS, Chapter 91A)	522298	-	-	P	-
Pet & Pet Supply Stores	45391	-	-	P	-
Pharmacies, Health & Personal Care Stores	446	-	-	P	-
Photography Studios	54192	P	-	P	-
Private Clubs (§ 5.18)	72241	-	-	C/S	-
Reception Facilities		-	-	C/S	-
Restaurant, Full Service (dine-in only)	7221	P	-	P	-
Restaurant, Limited Service (delivery, carryout, drive-thru)	722211	-	-	P	-
Sewing, Needlework & Piece Goods Stores	45113	P	-	P	-
Sewer/Septic Cleaning Services	56299	-	-	P	-
Shoe Stores	4482	-	-	P	-
Shopping Centers, less than 25,000 gross sq. ft. (§ 11.3)	-	C/S	-	P/S	-
Shopping Ctr./Superstore, 25-80,000 gross sq. ft. (§ 11.3)	-	-	-	P/S	-
Shopping Ctr./Superstore, 80,000-135,000 gross sq. ft. (§ 11.3)	-	-	-	C/S	-
Shooting Ranges/Archery Ranges (indoor only)	713990	-	-	P	-
Sign Lettering & Painting	54189	-	-	C	-
Sporting Goods Stores	45111	-	-	P	-
Swimming Pool, Hot Tub Supply Stores	453998	-	-	P	-
Tanning Salons, Ear Piercing, Permanent Make-up Salons	812199	-	-	P	-
Tattoo Parlors, Body Piercing	812199	-	-	C	-
Tobacco Stores	453991	-	-	C	-
Trophy Shops	453998	P	-	P	-
Truck Stop, Travel Plaza	44719	-	-	C	-
Video Tape & Disk Rental	53223	P	-	P	-
Winery-Cidery - Micro		-	-	P/S	-

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ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
WHOLESALE TRADE (no outside storage unless specified)					
Alcoholic Beverage Supply	4228	-	-	P	-
Audio/Video Cassette/Disk (prerecorded) Sales	42199	-	-	P	-
Book, Periodical, & Newspaper Sales	44292	-	-	P	-
Clothing, Piece Goods & Shoe Supply	4223	-	-	P	-
Electronic Equipment and Parts Supply	42162	-	-	P	-
Farm Supply Product Sales (with indoor storage)	42291	-	-	P	-
Farm Supply Product Sales (with outdoor storage)	42291	-	-	C	-
Florist & Nursery Supply (with indoor storage)	42293	-	-	P	-
Florist & Nursery Supply (with outdoor storage)	42293	-	-	C	-
Furniture & Home Furnishing Sales	4212	-	-	P	-
Grocery/Food Sales	4224	-	-	P	-
Hardware, Plumbing & Heating Supply	4217	-	-	P	-
Jewelry Supply	42194	-	-	P	-
Lumber & Construction Materials (w/ indoor storage)	4213	-	-	P	-
Lumber & Construction Materials (with outdoor storage)	4213	-	-	C	-
Metal & Pipe Supply (with indoor storage)	42145	-	-	P	-
Motor Vehicle - Sales (§ 5.8)	42111	-	-	P/S	-
Motor Vehicle - New Parts Supply	42112	-	-	P	-
Motor Vehicle - Used/Salvaged Parts (indoor storage)	42114, 42193	-	-	P	-
Music & Musical Instrument Supply	42199	-	-	P	-
Paint, Varnish & Paint Supplies	42295	-	-	P	-
Paper/Paper Product Supply	4221	-	-	P	-
Petroleum/Petro. Products (excl. Bulk Terminals)	4227	-	-	P	-
Pharmaceutical and Drug Supply	4222	-	-	P	-
Professional & Commercial Equipment Supply	4214	-	-	P	-
Tobacco/Tobacco Product Sales	42294	-	-	P	-

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ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
AGRICULTURAL USES (cont.)					
Animal Production & Support (excl. Swine & Feed Lots) (§ 5.4)	112, 1152	-	-	-	P/S
Crop Production	111	P	P	P	P
MANUFACTURING AND INDUSTRIAL USES					
Contractors Office/Shop (with indoor storage)	233-235	P/S	P/S	P	-
Dental Laboratories (5000 sf or less gross floor area)	339116	-	P	P	-

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USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
MANUFACTURING AND INDUSTRIAL USES (cont.)					
Landfill - Demolition & Inert Debris (§ 5.14)	-	P/S	P/S	P/S	P/S
Printing and Related Support Activities	323	-	-	C	-
TRANSPORTATION, WAREHOUSING AND UTILITIES USES					
Charter Bus Services	4855	-	-	P	-
Electric Power Transmission and Distribution	22112	P	P	P	P
Limousine Service	48532	-	-	P	-
Natural Gas Distribution Facilities/Equipment	2212	P	P	P	P

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ZONING DISTRICTS

USE	NAICS	B-1	Area C		Area C-1 RC
			O-I	C-2	
TRANSPORTATION, WAREHOUSING AND UTILITIES USES (cont.)					
Pipeline Transportation of Petroleum & Natural Gas	484	C	C	C	C
Public Urban, Interurban and Rural Transit Systems	4851-4582	P	P	P	P
Sewage Treatment Facility, private	22132	C	C	C	C
Taxi Service/Taxi Stand	48531	-	-	P	-
Water Distribution Facilities/Equip. (excl. Water Treatment)	22131	P	P	P	P
Wireless Telecommunications (WTS) Tower** (§ 5.21)	513	C/S	C/S	C/S	C/S
WTS Co-location of equipment on existing tower (§ 5.21)	513	P/S	P/S	P/S	P/S
** WTS towers using approved stealth technology and less than 65 feet in height are permitted by right in all districts.					
SOLAR ENERGY FACILITIES					
Roof Mounted, Parking lot cover, or building integrated (Level 1)		P	P	P	P
Ground Mounted: ≤50% of footprint of primary structure (Level 1)		P	P	P	P
Ground Mounted: ≤1/2 acre (Level 2)		P/S	P/S	P/S	P/S
Ground Mounted: <10 acres (Level 2 or 3)		P/S	P/S	P/S	C/S
Ground Mounted: >10 acres (Level 3)		C/S	C/S	C/S	C/S



July 3, 2019

Neighborhood Meeting Notice

To Whom It May Concern;

Our records indicate that you own property in close proximity to property located at 9880 Rocky River Road (PIN# 55061407290000). This property is located on the north side of Rocky River Road at the Mecklenburg County line. The property owner is requesting a rezoning of this parcel to amend the Site Plan for the existing PUD, Planned Unit Development zoning district.

The Town of Harrisburg will facilitate a Neighborhood Meeting to allow the applicant to present their proposal to neighboring property owners, and to receive feedback from the neighbors, at the date and times below.

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

H2019-02-(R) Farmington PUD Site Plan Amendment (PUD-SPA) Neighborhood Meeting

Date: Thursday, July 18th, 2019

Time: 6:00PM

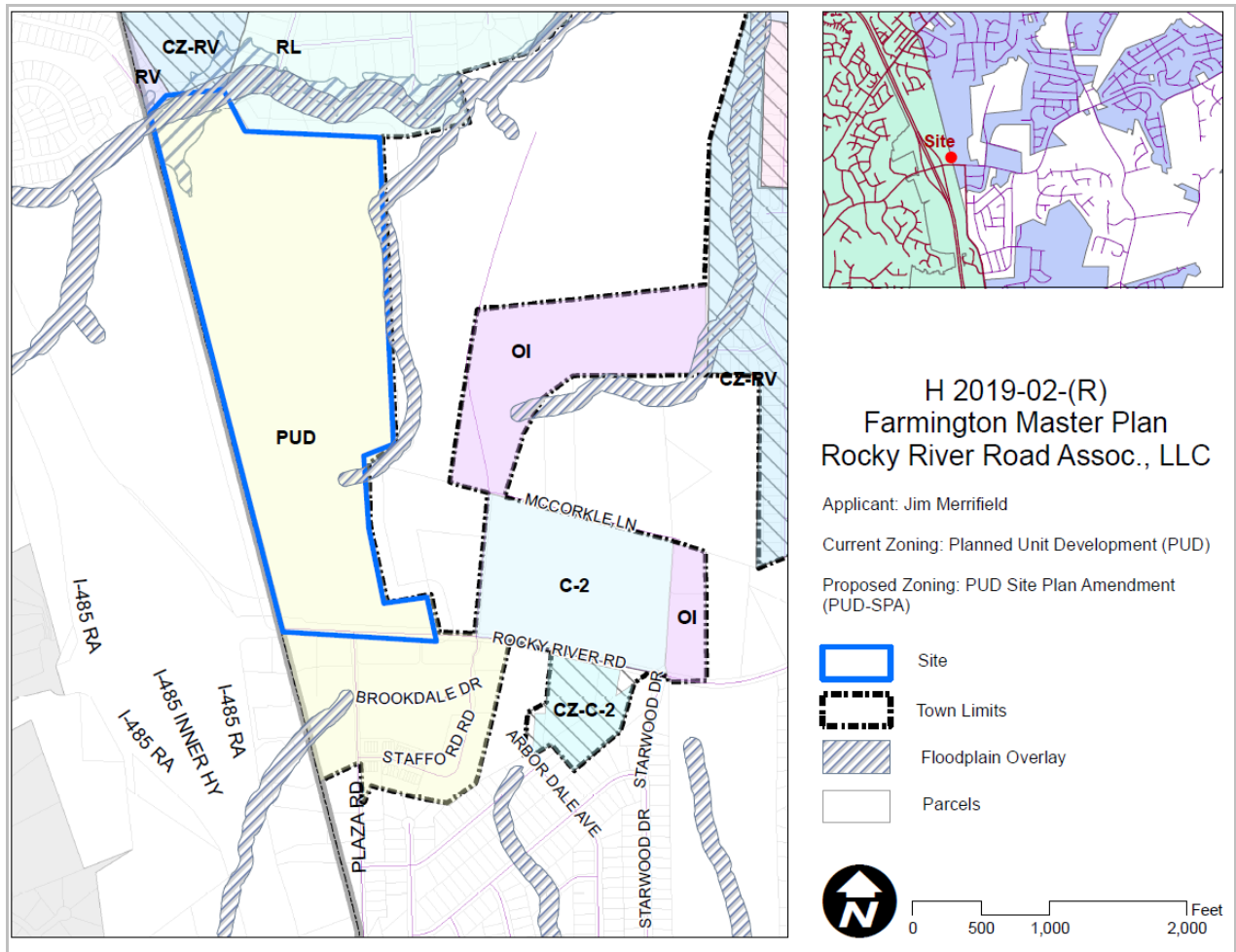
Location: Harrisburg Town Hall
4100 Main Street
Harrisburg, NC 28075

Sincerely,

Sushil Nepal

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

Farmington PUD- Site Plan Amendment - Location Map



MEETING NOTES

DATE: 07-18-2019

PROJECT #: 1016184

PROJECT NAME: FARMINGTON

MEETING LOCATION: TOWN OF HARRISBURG TOWN HALL

PURPOSE: NEIGHBORHOOD MEETING - REZONING AMENDMENT

SUBMITTED BY: HATTIE PAVLECHKO-REITER

ATTENDEES: JIM MERRIFIELD (MPV PROPERTIES), ALAN KERLEY (TAYLOR MORRISON), CISCO GARCIA (TRIPOINTE HOMES), HATTIE PAVLECHKO-REITER (LANDDESIGN), SUSHIL NEPAL (TOWN OF HARRISBURG), MATT WARD (TOWN OF HARRISBURG), NEIGHBORS AS LISTED WITHIN ATTACHED SIGNLINE SHEET

MEETING NOTES:

- Mr. Sushil Nepal called the meeting to order and explained the purpose and format of the neighborhood meeting.
- General overview given by Mr. Jim Merrifield with MPV Properties. MPV Properties has been involved with the site for over a decade. Initial site planning started in 2007 with updates in 2009. Mr. Merrifield touched on removal of YMCA from the site plan that was a condition of the 2017 Rezoning, hence the need for a Rezoning Amendment – (SPA) Site Plan Amendment.
- Farmington Ridge Parkway was discussed in regard to it being an extension of Plaza Road Extension.
- Mr. Merrifield ran through the entire Rezoning package including the current site plan (RZ-5) which includes Taylor Morrison and TriPointe developments, potential greenway layout, and noted connecting to the village center with multi-use pathways.
- A question posed by one of the neighbors: Will trees be saved within the 100 foot buffer at the north side of the site? Mr. Merrifield responded with yes, per the Rezoning package/notes, this is a 100 foot “undisturbed” buffer. That is the intent to maintain trees within this north side buffer.
- A question posed by one of the neighbors: Which side will start construction first? Mr. Merrifield responded with Farmington Ridge Parkway will be constructed first and the hope is that the rest of the development will follow in unison. There was emphasis placed on the Village Center and the importance of bringing it all forward at once in order to be successful.
- A question posed by one of the neighbors: How many vehicular access points are there for the development and where are they located? Mr. Merrifield responded that there are two access points at Rocky River Road (one full movement, one right in right out) and one at the north side of the site. Future potential connection points to the property east of the site are also a part of the site plan.
- Discussion took place regarding Holcombe Woods and roadway work at the I-485 interchange that still needs to be completed.
- Concerns were also brought up regarding traffic signal timing near the site and the need for this to be updated. The completed TIA anticipates Holcombe Woods and other projects in the area.
- A question posed by one of the neighbors: Will there be any traffic lights on Farmington Ridge Parkway besides the one that will be at the Rocky River Road intersection. Mr. Merrifield responded no signals, but pointed out the roundabout at Rock Creek Drive.
- A question posed by one of the neighbors: How many units will be within the development? Mr. Merrifield answered up to 296 units (38 single family + 258 townhomes).
- A question posed by one of the neighbors: Will there be any 55+ units? Mr. Merrifield answered no 55+ development as a part of this site plan.
- Mr. Merrifield introduced Mr. Alan Kerley of Taylor Morrison to give an overview of the homebuilding company and share specifics of their Farmington townhome development.
- Mr. Merrifield introduced Mr. Cisco Garcia of TriPointe Homes to give an overview of the homebuilding company and share specifics of their Farmington single family and townhome development.

These notes reflect the author's interpretation of the events at the referenced meeting. Any changes or additions required should be submitted to the author in writing.

Updated on 8.18.2017

MEETING NOTES

PROJECT NAME: FARMINGTON

PROJECT #: 1016184

- Site plans and architectural elevations were shown from both developers. It was also noted that residential architecture will tie into the farmhouse aesthetic of the development. This will also be consistent throughout the commercial center.
- Discussion regarding proposed BMPs – will follow Town of Harrisburg standards.
- Questions posed by one of the neighbors: What zoning districts will the residential follow (standards/guidelines)? Mr. Sushil Nepal answered RC (Residential Compact).
- Questions posed by one of the neighbors: Will an amenity centers be included within the residential developments? Mr. Alan Kerley and Mr. Cisco Garcia answered no, they see the Town Center as a walkable amenity. The greenways/ multi-use pathways will also serve as amenities.
- Questions posed by one of the neighbors: When will construction begin? Mr. Merrifield answered site work will likely commence in late September of this year with the first buildings completed in 2021.

These notes reflect the author's interpretation of the events at the referenced meeting. Any changes or additions required should be submitted to the author in writing.

Updated on 8.18.2017

Farmington Master Plan Rezoning PUD Amendment

Sign in Sheet

Neighborhood Meeting

7/18/2019

6:00 PM - 8:00 PM

Name

Address

Doug Overmire

8607 Piccadilly Lane

Tom King

10436 Starwood Ave

Jim Merrifield

2400 South Blvd, Charlotte

Rodney Dellinger

3713 Ayrshire CT Harrisburg

Hattie Pritchard-Perfer

223 N. Graham St. Charlotte NC 28202

Alan Kerley

11405 N. Community House Rd, Charlotte, NC

Michael J Tullx

9841 Rocky River Rd Charlotte NC.

Cisco Garcia

3436 TONINGDON RD, CHARLOTTE, NC 28277

Aathang Danielly

4113 Abenathyn Place Harrisburg

Keisha Danielly

4113 Abenathyn Place Harrisburg

Danny Edwards

4152 Green Park Ct, Harrisburg

Sandy Merson

7173 Ruth Fidler Ln, Harrisburg

Tom Johnson

1248 FIRETHORNE CUBS DR, MARLEN, NC 28173

OKUSU DUAH

5026 WILLIAM CALDWELL Av CHARLOTTE

Thelma Chapman

4852 Sherborne Dr.

Edna

7820 GRIMSBY Cln HARRISBURG



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing for Consideration of the Updated Farmington Ridge Parkway Project Development District Plan, Resolution to Create the Farmington Ridge Project Development District and Related Infrastructure Reimbursement Agreement

Presenting Personnel:

Lee Connor, Assistant Town Manager

Suggested Motion or Action:

If approved:

Motion to approve the attached updates to the Farmington Ridge Parkway Project Development District Plan, the Resolution to Create the District, and the related Infrastructure Reimbursement Agreement.

Description/Background:

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.

The significant updates are summarized below:

Infrastructure Reimbursement Agreement

1. Agreement has been modified to be a two-party agreement with the Town and Rocky River Road Associates, LLC.
2. Addition of reference to Cabarrus County's participation in the project and that both the Town and County will share in the reimbursement for the road improvements.
3. Definition that the maximum tax increment reimbursement amount is part of the cumulative baseline tax levied by both the Town and County and related reference to the apportionment in the illustrative exhibit.
4. Removal of tax parcel #5506364200000.
5. Change in date of developer request of first payment on or before September 30th each year.

6. Change in reimbursement payment amount to the developer to at least 85% but no more than 90%.
7. Explicit detail of how the final payment will be made, as apportioned between the Town and County.

Project Development Financing District Plan

1. Removal of tax parcel #55063634200000.
2. Modification of the total reimbursement amount to developer to be approximately \$9,000,000.
3. Establish the base valuation period to be January 1, 2019 and remove the stipulation that the base valuation would lock in at date of future annexation for those appropriate parcels.
4. Increase in estimated future valuation of improved properties to be \$136,772,770, due to the addition of residential units.
5. Update of reimbursement amount of at least 85%, but no more than 90%, of base value.
6. Remove County's financial detail from the plan, to be consistent with the infrastructure reimbursement agreement.

Resolution Establishing the District

1. Update of estimated reimbursement amount from the Town of \$3,440,000.
2. Update the number of town homes and single family homes to be consistent with current developer plans.

Please note that the originally approved documents, red lined proposed new documents and those same updated documents in their final form are all presented as attachments for review.

Recommendation:

Staff recommends approval of all updated documents as described in this agenda item.

Fiscal Impact:

Due to the slightly longer repayment period (within the same year as was previously approved) and higher number of residential units, the estimated total repayment portion to be approximately \$3,440,000. This will change due to tax rates, revaluation periods, timing of build out and actual market values for those improvements in the project.

Attachments:

1. Infrastructure Reimbursement Agreement - Approved 12082018
2. Project Development District Plan - Approved 12082018
3. Resolution Establishing District - Approved 12082018
4. Infrastructure Reimbursement Agreement - Revised 09092019 Red Line
5. Resolution Establishing District Revised 09082019 Red Line
6. Project Development District Plan - Revised 09092019 Red Line
7. Infrastructure Reimbursement Agreement - Revised 09092019 Final Copy
8. Project Development District Plan - Revised 09092019 Final Copy
9. Resolution Establishing District Revised 09082019 Final Copy

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INFRASTRUCTURE
REIMBURSEMENT
AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT ("Agreement") entered into as of this _____ day of _____, 20_, by and between Rocky River Road Associates, LLC, a North Carolina Limited Liability Corporation ("Developer"), the Town of Harrisburg, a North Carolina municipal corporation ("Town") and Cabarrus County ("County").

WHEREAS, Developer plans a mixed-use development ("Project") on property located on Rocky River Road in the area particularly as depicted on the map attached hereto as Exhibit A (the "Property").

WHEREAS, in order to facilitate traffic flow within and in the general area of the Project, Developer intends to construct the Road Improvements (defined below) in the location shown on the Subdivision Plan;

WHEREAS, the Town considers the development of the Project and other economic development impacts of the Project to be of significant public benefit;

WHEREAS, construction of the Road Improvements would not only facilitate the Project and the economic development benefits that would derive therefrom, it would also expand alternative traffic routes and provide increased connectivity to existing streets and roads in the area;

WHEREAS, the Town is willing to participate in the Project through an infrastructure reimbursement agreement pursuant to N.C. Session Law 2001-329 by reimbursing Developer for the cost of designing and constructing Road Improvements under the terms and conditions set forth in this Agreement;

WHEREAS, the Town has determined that the cost to the Town in reimbursing Developer for designing and constructing Road Improvements is less than it would cost the Town to design and construct the road through a public contract pursuant to G.S. 143-128 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions.

“Baseline Tax” refers to the total *ad valorem* real property taxes (excluding municipal service district taxes) levied by the Town on the Property during the Town’s 2019 Fiscal Year, based on the finally determined assessed value of the Property for the Town’s 2019 Fiscal Year.

“Fiscal Year” shall mean the period of time that extends from July 1st to June 30th of the immediately following calendar year. For example, fiscal year 2019 extends from July 1, 2018 to June 30, 2019.

“Force Majeure” means, as applicable, any acts of God, strikes, lockouts or other industrial disturbances, unusual adverse weather conditions, terrorism or other acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, floods, high-water washouts, other matters outside of Developer’s reasonable control.

“Maximum Tax Increment Reimbursement Amount” shall mean up to \$6,000,000, plus cumulative interest at up to 5% per annum, compounded monthly.

“Property” has the meaning set forth in the Recitals hereto.

“Road Improvements” shall mean Farmington Ridge Parkway as shown on Exhibit B, both within the Project site together with all associated improvements, including without limitation, survey and engineering costs, drainage facilities or improvements, utilities, adjacent sidewalks, street lights, planting strips, irrigation, street trees, including Shady Vale Lane and a portion of Dutch Creek Drive as highlighted on Exhibit B, and including signalization of the intersection of Farmington Ridge Parkway and Rocky River Road, and associated improvements to Rocky River Road and Plaza Road Extension as required by the North Carolina Department of Transportation.

“Tax Increment Increase Amount” shall mean for each applicable Fiscal Year, the amount by which (a) the Town’s *ad valorem* taxes levied on the property as shown on Exhibit C, which includes Tax Parcel # 55061407290000, along with Tax Parcels # 55063634200000, 55061394160000, and 55062310830000 at which time these three parcels are properly annexed into the Town, and that have been paid prior to February 1, during such Fiscal Year on the Property exceeds (b) the Baseline Tax.

2. Design and Construction. The Developer shall:

- a. design the Road Improvements;
- b. obtain all necessary regulatory approvals for construction of Road Improvements;
- c. acquire all right-of-way and temporary construction easements necessary for the construction of Road Improvements;

- d. construct the Road Improvements in accordance with all regulatory standards and approvals, including all modifications or improvements required through normal governmental inspection processes; and
 - e. upon completion of the Road Improvements, dedicate or convey, or provide for the dedication or conveyance, to the Town the Road Improvements together with those portions of the right of way thereof located on the Property.
 - f. provide maintenance of Road Improvements for the duration of time there is a TIF balance due to the Developer, but not to exceed Year 14, to specifically include items such as potholes, asphalt cracking, curb and gutter damage, and any other items that may affect the integrity of the street infrastructure system.
 - g. provide a construction commitment in an amount adequate to repave all road improvements identified in the Agreement, which the Developer will fund at the completion of Year 14 unless the TIF balance has otherwise been repaid in full by the end of Year 13.
3. Town and County Reimbursement. The Town and County shall reimburse the Developer for the cost of the Road Improvements as follows:
- a. Developer may request a tax increment reimbursement payment on or before February 1 of either the first, second, or third calendar year that begins following the date of final inspection and acceptance by the Town of the Road Improvements as selected by Developer, and Town shall commence making such payments in accordance with the provisions of this Agreement for such year and for each of the eleven calendar years that immediately follow the year when the first reimbursement request is made.
 - b. By March 1 of each calendar year after receiving the reimbursement request pursuant to subsection (b) above, the Town shall make a reimbursement payment to Developer in an amount equal to 90% of the Tax Increment Increase Amount for that Fiscal Year. The parties acknowledge that only one request will be made by Developer to commence the reimbursement payments in the first year and that no further request is needed for the payments in the eleven subsequent years.
 - c. Notwithstanding subsection (c) above, in the Fiscal Year in which the Town's reimbursement payment would, along with the total amount of all previous reimbursement payments paid pursuant to subsection (c), exceed the Maximum Tax Increment Reimbursement Amount, the Town shall pay the Developer only that amount necessary to make the aggregate tax increment reimbursement payments then paid to Developer, together with the tax increment reimbursement payment then due, equal to the Maximum Tax Increment Reimbursement Amount.

- d. The Town's obligation to make reimbursement payments shall terminate upon the earlier of: (i) the Fiscal Year in which total tax increment reimbursement payments equal the Maximum Tax Increment Reimbursement Amount; or (ii) the end of the eleventh Fiscal Year following the first Fiscal Year in which the Town made a reimbursement payment pursuant to the terms of subsection (b) hereof (i.e. after twelve (12) yearly payments).
4. Term. This Agreement shall commence upon execution and shall continue until the Town has made its final reimbursement payment pursuant to Section 3. Notwithstanding the foregoing, the Town may terminate this Agreement if either: (a) commencement of construction of the Road Improvements has not begun by December 31, 2020; or (b) the Road Improvements are not substantially completed in a good and workman-like manner in accordance with all applicable laws and the applicable standards within thirty-six (36) months following commencement, subject, however to a day for day extension of the thirty-six (36) month completion period for *Force Majeure*, as established by Developer to the reasonable satisfaction of the Town. Notwithstanding the foregoing, Developer may terminate this Agreement at any time upon written notice to the Town if in its discretion it decides not to develop the Property or to discontinue such development.
5. Notices. All notices concerning this project should be addressed as follows:
- | | |
|----------------------|--|
| If to the Town: | Town of Harrisburg
Haynes Brigman
4100 Main Street
Suite 101
Harrisburg, NC 28075 |
| If to the County: | Cabarrus County
Mike Downs
65 Church Street S
Concord, NC 28025 |
| If to the Developer: | Rocky River Road Associates, LLC
James Merrifield
2400 South Boulevard
Suite 300
Charlotte, NC 28203 |

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

6. No Third-Party Rights. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors or assigns.

8. Applicable Law. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

9. Interpretation. Each of the parties hereto has agreed to the use of this particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

10. Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

11. Amendment. No amendment or modification to the Agreement shall be valid until in writing and signed by both parties to this Agreement.

12. Captions. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one (1) and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

TOWN OF HARRISBURG

Town Clerk

By: _____

Name: _____

Title: _____

ATTEST:

ROCKY RIVER ROAD ASSOCIATES, LLC

By: Crosland Rocky River Road, LLC, Manager

By: Crosland Manager, LLC, its Manager

By: _____

Name: _____

Title: _____

PREAUDIT CERTIFICATION

This instrument has been pre-audited in a manner required by applicable law.

Finance Officer



HarrisburgNC

The right side of opportunity

PROJECT DEVELOPMENT FINANCING DISTRICT PLAN

FARMINGTON RIDGE PARKWAY DISTRICT

November 12, 2018

Project development financing is a method of increasing the overall property value in a district that is currently blighted, depressed, or underdeveloped. Using this designation, the Town of Harrisburg (the “Town”) can finance the cost of property improvements with the additional property taxes resulting from the district’s new development. The State of North Carolina granted the counties and municipalities the legal authority to utilize project development financing in 2003 and later revised in 2007.

District Summary

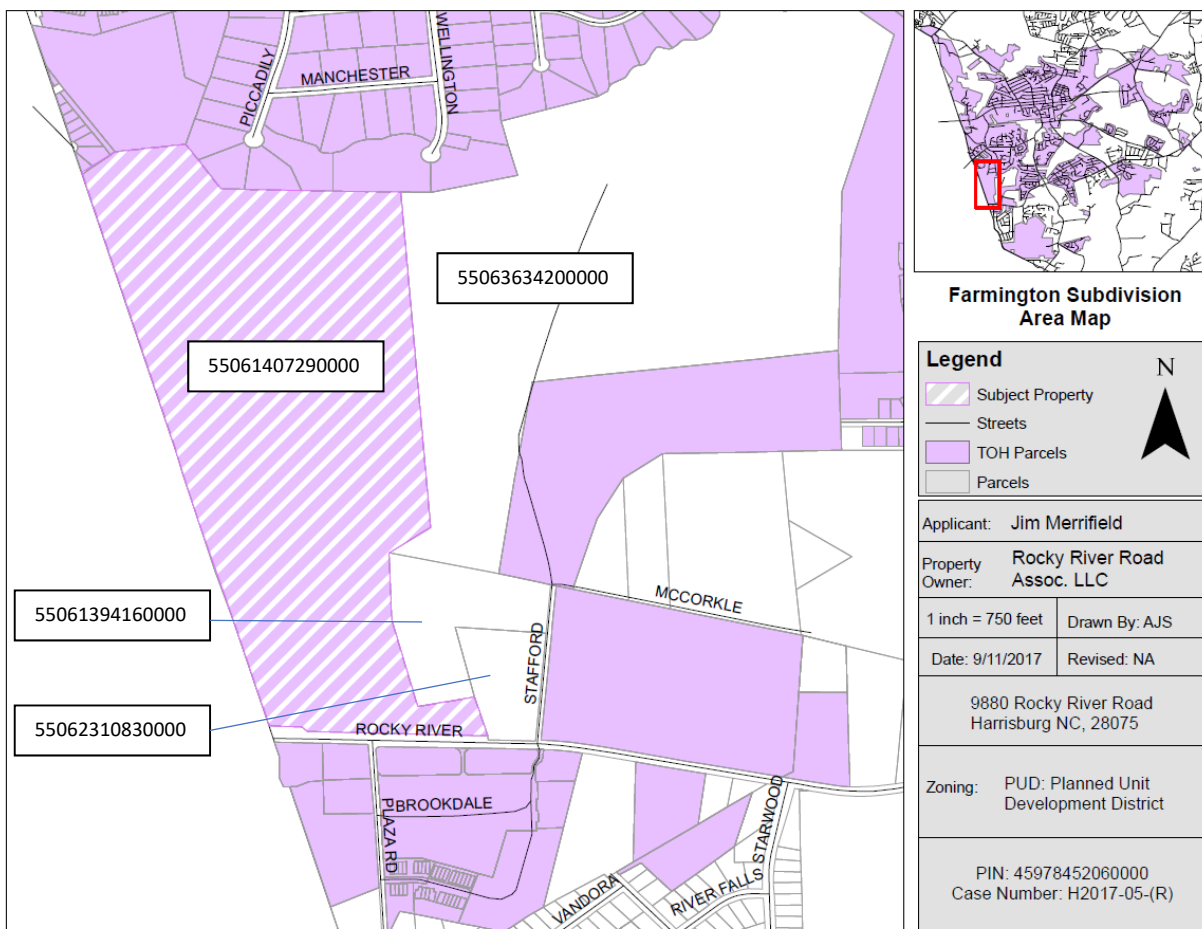
On October 9, 2017, Town Council unanimously approved the road layout preliminary plat for Farmington Ridge Parkway, which is the main artery through the proposed Farmington development and is needed before any residential or commercial development occurs. The developer, Jim Merrifield of Rocky River Road Associates, LLC (the “Developer”), has approached Town staff to use project development financing to fund the cost of the road, which he will construct. Mr. Merrifield has proposed to use the incremental increase of tax revenues of the development served by Farmington Ridge Parkway as the funding mechanism for the construction costs.

Establishing the Development Financing District

Guidelines require the Town must either meet at least one of the conditions set forth for a county district in G.S. 158-7.3(c) or that meet the criteria of urban redevelopment area as defined by G.S. 160A-503. The Town considers this district, hereby referred to as Farmington Ridge Parkway District, to meet the requirements of G.S. 158-7.3(c) for appropriate economic development.

The physical address of the parcel that will include the new street is 9880 Rocky River Road in Harrisburg. It is proposed that the District include the entire parcel (PIN 55061407290000) and is a total of 109 acres in land area. It is further proposed that the District include, at which time they are properly annexed into the Town, parcels PIN 55063634200000, 55061394160000 and 55062310830000 and is a total of approximately 135 acres in land area. The total land area within this District may not exceed 5 percent of the total land area in the Town and Cabarrus County. The land area for the proposed District is within the 5 percent limitation for both the Town and County. See Figure 1 for the boundaries of the District.

Figure 1. Farmington Ridge Parkway District Boundaries



Development District Financing Plan

Once the District has been established, a plan must be developed to fund the cost of the project. There are typically four options to finance project development districts:

1. Pay-as-you-go
2. Developer financing
3. Municipal financing
4. Municipal financing with developer participation

The method that is being proposed with this project is developer financing. This is where the Town will shift the risk of debt financing to a developer. The developer will incur the risk of issuing the debt and related issuance costs. The Town and Cabarrus County (the “County”) then reimburses the developer for project development-eligible costs as the Town and County obtains incremental tax revenues.

There are a series of requirements relating to the financing of the Plan, which are detailed below.

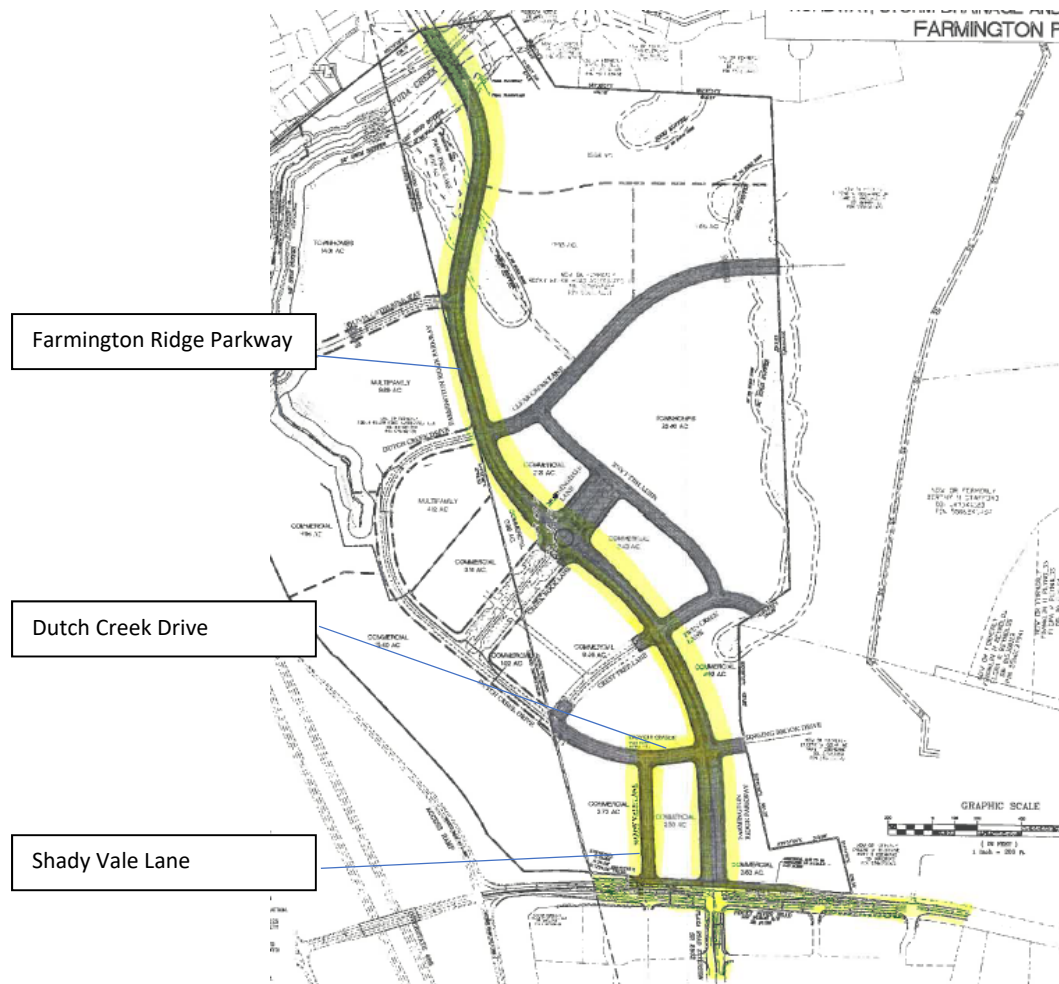
Development District Boundaries

As noted above, parcel 55061407290000, located at 9880 Rocky River Road in Harrisburg is being established as the boundaries of the District. The legal boundaries can be seen on deed book 889, page 255 with Cabarrus County. At which time in the future, parcels 55063634200000, 55061394160000 and 55062310830000 located at 9100 Stafford Road, 9360 Stafford Road and 9400 Stafford Road, respectively are properly annexed into the Town, they will automatically become part of this District. The legal boundaries of these parcels can be seen in the Cabarrus County deed books.

Description of the Development Project

The District includes both residential and commercial components of a development named Farmington, which straddles both Mecklenburg and Cabarrus Counties. The specific project to be funded by the District is Farmington Ridge Parkway, Shady Vale Lane and a portion of Dutch Creek Drive (collectively referred to as the “Project”), which will include all of the following costs: survey and engineering costs, drainage facilities or improvements, utilities, adjacent sidewalks, street lights, planting strips, irrigation, street trees, signalization of the intersection of Farmington Ridge Parkway and Rocky River Road, and associated improvements to Rocky River Road and Plaza Road Extension as required by the North Carolina Department of Transportation. See below for the detail of the street site plan in Figure 2.

Figure 2. Site Plan for Farmington Ridge Parkway



Costs of Proposed Project

The estimated costs of the Project, as described above and provided by the developer of the project is \$6,000,000.

Sources and Amounts of Funds to Pay for Proposed Project

The Developer will be responsible for funding the Project in its entirety. The Town and Developer have analyzed the current state of interest rates, along with capital funding rates and determined that an interest rate of 5.00% per annum is appropriate for this project. This would generate a total repayment cost of approximately \$9,115,000.

Base Valuation of the Development Financing District

According to Cabarrus County tax records, Parcel 5506147290000 has an assessed value at January 1, 2018 of \$4,178,520. This will be the set valuation for the District. At which time the other three parcels (55063634200000, 55061394160000 and 55062310830000) are annexed into the Town, the base valuation will be increased to include the value of those parcels on January 1st of the year in which they are annexed and included in this District.

Projected Increase in Assessed Valuation of District

Currently, the Developer has estimated future total valuation of the improved property within the District at \$108,403,850. Less the above amount of \$4,178,520 for the base valuation, the projected increase would be approximately \$104,225,330. At the Town's current tax rate for FY2019 of \$0.3550 per \$100 of value, the base valuation will generate approximately \$15,000 and at full completion of the project, approximately \$370,000. At the County's current tax rate for FY2019 of \$0.7200 per \$100 of value, the base valuation will generate approximately \$30,000 and at full completion of the project, approximately \$750,000. The agreement with the Developer will include a provision that 90% of the incremental tax increase will go to the Developer and 10% of the incremental tax increase will go to the Town and County. The 10% incremental increase, at the above approximated amounts, for both the Town and the County will amount to \$37,000 and \$75,000, respectively.

Estimated Duration of the District

Statutorily, the length of a development financing district cannot exceed 30 years. The total length of the District will be set at 14 years, which will include construction of the Project in Years 1 and 2 and repayment to the Developer in Years 3-14. See Figure 3 for full summary of the proposed financing arrangement. If the Developer is repaid in full of all principal and related accumulated interest prior to the end of the 14th year, the District will be considered dissolved at that time and the Town and County will resume collecting and retaining 100% of the tax generated from these parcels. If at the end of the 14th year, the total principal and related accumulated interest have not been completely repaid to the Developer due to the incremental tax increase not fully funding the obligation, the District will be considered dissolved at the end of the 14th year and no further repayments will be considered due to the Developer by either the Town or the County.

Figure 3. 14-Year Summary of Financing Arrangement of Project

Farmington TIF Analysis
For Illustrative Purposes Only

HARRISBURG	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Absorption														
Town Homes (180 Units)	\$0	\$0	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$0
Single Family Homes (38)	\$0	\$0	\$4,875,000	\$4,875,000	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial - Harrisburg														
Office	\$0	\$0	\$0	\$0	\$15,250,000	\$0	\$3,725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retail	\$0	\$0	\$8,831,350	\$0	\$9,625,000	\$0	\$2,722,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Outparcels	\$0	\$0	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Daycare	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	0	0	17,831,350	0	24,875,000	0	6,447,500	0	0	0	0	0	0	0
Cumulative	✓	✓	\$0	\$30,206,350	\$42,581,350	\$79,456,350	\$86,956,350	\$100,903,850	\$108,403,850	\$108,403,850	\$108,403,850	\$108,403,850	\$108,403,850	\$108,403,850
Less Base	\$0	\$0	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)	(\$4,320,000)
Tax Increment Value	\$0	\$0	\$25,886,350	\$38,261,350	\$75,136,350	\$82,636,350	\$96,583,850	\$104,083,850	\$104,083,850	\$104,083,850	\$104,083,850	\$104,083,850	\$104,083,850	\$104,083,850
Town of Harrisburg	\$0	\$0	\$82,707	\$122,245	\$240,061	\$264,023	\$308,585	\$332,548	\$332,548	\$332,548	\$332,548	\$332,548	\$332,548	\$10,673
Cabarrus County	\$0	\$0	\$167,744	\$247,934	\$486,884	\$535,484	\$625,863	\$674,463	\$674,463	\$674,463	\$674,463	\$674,463	\$674,463	\$21,669
		\$0	\$250,450	\$370,179	\$726,944	\$799,507	\$934,449	\$1,007,011	\$1,007,011	\$1,007,011	\$1,007,011	\$1,007,011	\$1,007,011	\$32,342
TIF Beginning Balance	\$6,000,000	\$6,300,000	\$6,615,000	\$6,695,300	\$6,659,886	\$6,265,936	\$5,779,726	\$5,134,264	\$4,383,966	\$3,596,153	\$2,768,949	\$1,900,385	\$988,393	\$30,802
Annual Interest	300,000	315,000	330,750	334,765	332,994	313,297	288,986	256,713	219,198	179,808	138,447	95,019	49,420	1,540
Reimbursement	0	0	(250,450)	(370,179)	(726,944)	(799,507)	(934,449)	(1,007,011)	(1,007,011)	(1,007,011)	(1,007,011)	(1,007,011)	(1,007,011)	(32,342)
Ending Balance	\$6,300,000	\$6,615,000	\$6,695,300	\$6,659,886	\$6,265,936	\$5,779,726	\$5,134,264	\$4,383,966	\$3,596,153	\$2,768,949	\$1,900,385	\$988,393	\$30,802	(\$0)
	12 years													
Town of Harrisburg	\$3,023,581													
Cabarrus County	\$6,132,357													
Total	\$9,155,938													

Benefit of Proposed Development

Completion of this Project will provide benefit to many residents and businesses in the area. Farmington Ridge Parkway will provide another arterial access directly between Rocky River Road and Tom Query/Caldwell Road. This will help alleviate traffic in other areas of Town and provide residents with another avenue to get to I-485. The development within the District is expected to create 180 town homes, 38 single family homes, 75,900 square feet of office space, 77,014 square feet of retail space, four outparcels and 12,000 square feet of day care space. All of this will provide additional housing options, job creation for the retail, office, and day care areas and additional economic impact of those retail sales to the Town and County.



Harrisburgnc

The right side of opportunity

RESOLUTION CREATING THE FARMINGTON RIDGE PARKWAY DISTRICT AND ADOPTING A DEVELOPMENT FINANCING DISTRICT PLAN FOR SAID DISTRICT

WHEREAS, in order to assist North Carolina local governments in economic development efforts to attract and stimulate private sector job creation and capital investors in their areas, the North Carolina General Assembly enacted Session Law 2003-403, which provided, subject to the approval of the voters, for the amendment of the North Carolina Constitution to authorize units of local government to define territorial areas for development and to borrow money to finance public improvements associated with private development projects in that area, such borrowed money to be repaid by, among other sources (such as the revenues of the public improvements), taxes levied on the incremental value of the real and taxable personal property located in the area so developed; and

WHEREAS, said Session Law 2003-403 further provided for the amendment of the economic development and local government finance laws to facilitate said financings; and

WHEREAS, in order to increase net employment opportunities in the Town of Harrisburg, North Carolina (the "Town") and increase the Town's tax base, the Town desires to create a development financing district to be known as the "Farmington Ridge Parkway District" (the "District"), pursuant to Section 158-7.3 of the General Statutes of North Carolina (the "District Act"); and

WHEREAS, the property within the District is appropriate for the economic development of the community and does not exceed five percent of the total land area of the Town; and

WHEREAS, the Town has previously declared its intention to create the District and adopt a development financing district plan for the District in substantially the form of the plan description presented to the Town Council at the meeting held on November 12, 2018, subject to any amendments thereto permitted by the District Act (the "Plan"); and

WHEREAS, the Town intends to repay the Developer the Town's portion of approximately \$3,100,000 for their costs associated with project development financing in an amount of approximately \$6,000,000 to finance the public improvements associated with the private development projects to be located within the District, to consist of 180 town homes, 38 single family homes, 75,900 square feet of office space, 77,014 square feet of retail space, four outparcels and 12,000 square feet of day care to be located in the District and to be known as the "Farmington" (the "Project");

WHEREAS, pursuant to G.S. 158-7.3(f), the Town sent a copy of the Plan as presented to the Town Council to the Board of Commissioners for the County of Cabarrus, North Carolina and said Commissioners did not, within 28 days of the date of mailing, disapprove the Plan; and

WHEREAS, following notice by publication and by mailing to the owners and mailing addresses within the District and to all special districts within the District in accordance with G.S. 158-7.3(h), the Town Council has held a public hearing with respect to the creation of the District and the adoption of the Plan, including the Infrastructure Reimbursement Agreement with the developer as provided in the Plan; and

WHEREAS, the Town Council has determined it is in the best economic interest of the Town to create said District and adopt said Plan.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

The Town hereby creates the District as set forth in the Plan and adopts the plan for development of the District as presented in final form to the Town Council at the meeting at which this resolution is adopted. The District shall be within the area set forth in the Plan.

This resolution is effective upon its adoption this 10th day of December 2018.

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

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 10th day of December 2018.

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INFRASTRUCTURE REIMBURSEMENT
AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT ("Agreement") entered into as of this _____ day of _____, 2019, by and between Rocky River Road Associates, LLC, a North Carolina Limited Liability Corporation ("Developer"), and the Town of Harrisburg, a North Carolina municipal corporation ("Town") ~~and Cabarrus County ("County")~~.

WHEREAS, Developer plans a mixed-use development ("Project") on property located on Rocky River Road in the area particularly as depicted on the map attached hereto as **Exhibit A** (the "Property").

WHEREAS, in order to facilitate traffic flow within and in the general area of the Project, Developer intends to construct the Road Improvements (defined below) in the location shown on ~~the Subdivision Plan~~ **Exhibit B**;

WHEREAS, the Town considers the ~~development of the Project~~ construction of the Road improvements and other economic development impacts of the ~~Project~~ Road Improvements to be of significant public benefit and has recommended the Road Improvements in its comprehensive transportation plans;

WHEREAS, construction of the Road Improvements would not only facilitate the Project and the economic development benefits that would derive therefrom, but it would also expand alternative traffic routes and provide increased connectivity to existing streets and roads in the area;

WHEREAS, the Town is willing to participate in the ~~Project~~ Road Improvements through an infrastructure reimbursement agreement pursuant to ~~N.C. Session Law 2001-329~~ N.C.G.S. 160A-499 by reimbursing Developer for a portion of the cost of designing and constructing the Road Improvements under the terms and conditions set forth in this Agreement;

WHEREAS, the Town has determined that the cost to the Town in reimbursing Developer for designing and constructing Road Improvements is less than it would cost the Town to design and construct the road through a public contract pursuant to G.S. 143-128 *et seq.*; and

WHEREAS, the County of Cabarrus (the "County") has also determined to participate in the Road Improvements through an infrastructure reimbursement agreement based on the benefits and rationale set forth herein and the Town and the County will share in the reimbursement for the Road Improvements as illustrated on **Exhibit D**, attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions.

“Baseline Tax” refers to the total *ad valorem* real property taxes (excluding municipal service district taxes) levied by the Town on the Property during the Town’s 2019 Fiscal Year, based on the finally determined assessed value of the Property for the Town’s 2019 Fiscal Year.

“Fiscal Year” shall mean the period of time that extends from July 1st to June 30th of the immediately following calendar year. For example, fiscal year 2019 extends from July 1, 2018 to June 30, 2019.

“Force Majeure” means, as applicable, any acts of God, strikes, lockouts or other industrial disturbances, unusual adverse weather conditions, terrorism or other acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, floods, high-water washouts, other matters outside of Developer’s reasonable control.

“Maximum Tax Increment Reimbursement Amount” shall mean up to \$6,000,000, plus cumulative interest, accruing as funds are expended on the Road Improvements, at up to 5% per annum, compounded monthly. The Maximum Tax Increment Reimbursement Amount is a part of the Cumulative Baseline Tax levied by the Town and the County and the reimbursement shall be apportioned as illustrated on Exhibit D, attached hereto.

“Property” has the meaning set forth in the Recitals hereto.

“Road Improvements” shall mean Farmington Ridge Parkway as shown on Exhibit B, both within the Project site together with all associated improvements, including without limitation, survey and engineering costs, drainage facilities or improvements, utilities, adjacent sidewalks, street lights, planting strips, irrigation, street trees, including Shady Vale Lane and a portion of Dutch Creek Drive as highlighted on Exhibit B, and including signalization of the intersection of Farmington Ridge Parkway and Rocky River Road, and associated improvements to Rocky River Road and Plaza Road Extension as required by the North Carolina Department of Transportation.

“Tax Increment Increase Amount” shall mean for each applicable Fiscal Year, the amount by which (a) the Town’s *ad valorem* taxes levied on the property as shown on Exhibit C, which includes Tax Parcel #55061407290000, along with Tax Parcels #55061394160000, ~~5506364200000~~, and 55062310830000 at which time these ~~three~~ two parcels are properly annexed into the Town, ~~and~~ that have been paid prior to February 1 during such Fiscal Year on the Property, exceeds (b) the Baseline Tax. An analysis of the tax increment reimbursement is attached hereto as Exhibit D for illustrative purposes.

2. Design and Construction. The Developer shall:

- a. design the Road Improvements;

- b. obtain all necessary regulatory approvals for construction of Road Improvements;
 - c. acquire all right-of-way and temporary construction easements necessary for the construction of Road Improvements;
 - d. construct the Road Improvements in accordance with all regulatory standards and approvals, including all modifications or improvements required through normal governmental inspection processes; and
 - e. upon completion of the Road Improvements, dedicate or convey, or provide for the dedication or conveyance, to the Town the Road Improvements together with those portions of the right of way thereof located on the Property;
 - f. provide maintenance of ~~the~~ Road Improvements for the duration of time there is a ~~TIF balance reimbursement~~ due to the Developer, but not to exceed Year 14, ~~such maintenance~~ to specifically include items such as potholes ~~repair~~, asphalt cracking, curb and gutter damage, and any other items that may affect the integrity of the street infrastructure system; and
 - g. provide a construction commitment in an amount adequate to repave all ~~the~~ Road Improvements ~~identified in the Agreement~~, which the Developer will fund at the completion of Year 14 unless the ~~TIF reimbursement~~ has otherwise been repaid in full by the end of Year 13.
3. Town ~~and County~~ Reimbursement. The Town ~~and County~~ shall reimburse the Developer for the cost of the Road Improvements as follows:
- a. Developer may request a ~~tax increment~~ reimbursement payment on or before ~~February 1~~ September 30th of either the first, second, or third ~~calendar~~ fiscal year that begins following the date of final inspection and acceptance by the Town of the Road Improvements as selected by Developer, and Town shall commence making such payments in accordance with the provisions of this Agreement for such year and for each of the eleven calendar years that immediately follow the year when the first reimbursement request is made.
 - b. By March 1 of each calendar year after receiving the reimbursement request pursuant to subsection (a) above, the Town shall make a reimbursement payment to Developer in an amount ~~of at least 85%, but no more than 90%~~ 90% of the Tax Increment Increase Amount for that Fiscal Year. The parties acknowledge that only one request will be made by Developer to commence the reimbursement payments in the first year and that no further request is needed for the payments in the eleven subsequent years.

- c. Notwithstanding subsection (b) above, in the Fiscal Year in which the Town's reimbursement payment would, along with the total amount of all previous reimbursement payments paid pursuant to subsection (b), exceed the Maximum Tax Increment Reimbursement Amount, the Town shall pay the Developer only that amount necessary to make the aggregate tax increment reimbursement payments then paid to Developer, together with the tax increment reimbursement payment then due, equal to the Maximum Tax Increment Reimbursement Amount.
- d. The Town's obligation to make reimbursement payments shall terminate upon the earlier of: (i) the Fiscal Year in which total tax increment reimbursement payments equal the Maximum Tax Increment Reimbursement Amount; or (ii) the end of the eleventh Fiscal Year following the first Fiscal Year in which the Town made a reimbursement payment pursuant to the terms of subsection (b) hereof (i.e. after twelve (12) yearly payments).
- e. In the final year of reimbursement, the amounts to be paid by the County and the Town shall be prorated based on the amounts that would have been due for that year, as illustrated on Exhibit D.
4. Term. This Agreement shall commence upon execution and shall continue until the Town has made its final reimbursement payment pursuant to Section 3. Notwithstanding the foregoing, the Town may terminate this Agreement if either: (a) commencement of construction of the Road Improvements has not begun by December 31, 2020; or (b) the Road Improvements are not substantially completed in a good and workman-like manner in accordance with all applicable laws and the applicable standards within thirty-six (36) months following commencement, subject, however to a day for day extension of the thirty-six (36) month completion period for *Force Majeure*, as established by Developer to the reasonable satisfaction of the Town. Notwithstanding the foregoing, Developer may terminate this Agreement at any time upon written notice to the Town if in its discretion it decides not to develop the Property or to discontinue such development.
5. Notices. All notices concerning this project should be addressed as follows:
- | | |
|-------------------|---|
| If to the Town: | Town of Harrisburg
Haynes Brigman
4100 Main Street
Suite 101
Harrisburg, NC 28075 |
| If to the County: | Cabarrus County
Mike Downs
65 Church Street S
Concord, NC 28025 |

If to the Developer: Rocky River Road Associates, LLC
James Merrifield 2400 South Boulevard
Suite 300
Charlotte, NC 28203

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

6. No Third-Party Rights. This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors or assigns.

8. Applicable Law. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

9. Interpretation. Each of the parties hereto has agreed to the use of this particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

10. Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

11. Amendment. No amendment or modification to the Agreement shall be valid until in writing and signed by both parties to this Agreement.

12. Captions. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one (1) and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

TOWN OF HARRISBURG

Town Clerk

By: _____

Name: _____

Title: _____

ROCKY RIVER ROAD ASSOCIATES, LLC

By: Crosland Rocky River Road, LLC, Manager By:
Crosland Manager, LLC, its Manager

By: _____

Name: _____

Title: _____

PREAUDIT CERTIFICATION

This instrument has been pre-audited in a manner required by applicable law.

Finance Officer



Harrisburgnc

The right side of opportunity

RESOLUTION CREATING THE FARMINGTON RIDGE PARKWAY DISTRICT AND ADOPTING A DEVELOPMENT FINANCING DISTRICT PLAN FOR SAID DISTRICT

WHEREAS, in order to assist North Carolina local governments in economic development efforts to attract and stimulate private sector job creation and capital investors in their areas, the North Carolina General Assembly enacted Session Law 2003-403, which provided, subject to the approval of the voters, for the amendment of the North Carolina Constitution to authorize units of local government to define territorial areas for development and to borrow money to finance public improvements associated with private development projects in that area, such borrowed money to be repaid by, among other sources (such as the revenues of the public improvements), taxes levied on the incremental value of the real and taxable personal property located in the area so developed; and

WHEREAS, said Session Law 2003-403 further provided for the amendment of the economic development and local government finance laws to facilitate said financings; and

WHEREAS, in order to increase net employment opportunities in the Town of Harrisburg, North Carolina (the "Town") and increase the Town's tax base, the Town desires to create a development financing district to be known as the "Farmington Ridge Parkway District" (the "District"), pursuant to Section 158-7.3 of the General Statutes of North Carolina (the "District Act"); and

WHEREAS, the property within the District is appropriate for the economic development of the community and does not exceed five percent of the total land area of the Town; and

WHEREAS, the Town has previously declared its intention to create the District and adopt a development financing district plan for the District in substantially the form of the plan description presented to the Town Council at the meeting held on November 12, 2018, subject to any amendments thereto permitted by the District Act (the "Plan"); and

WHEREAS, the Town intends to repay the Developer the Town's portion of approximately ~~\$3,440,000~~ ~~\$3,100,000~~ for their costs associated with project development financing in an amount of approximately \$6,000,000 to finance the public improvements associated with the private development projects to be located within the District, to consist of ~~150~~ ~~180~~ town homes, ~~140~~ ~~38~~ single family homes, 75,900 square feet of office space, 77,014 square feet of retail space, four outparcels and 12,000 square feet of day care to be located in the District and to be known as the "Farmington" (the "Project");

WHEREAS, pursuant to G.S. 158-7.3(f), the Town sent a copy of the Plan as presented to the Town Council to the Board of Commissioners for the County of Cabarrus, North Carolina and said Commissioners did not, within 28 days of the date of mailing, disapprove the Plan; and

WHEREAS, following notice by publication and by mailing to the owners and mailing addresses within the District and to all special districts within the District in accordance with G.S. 158-7.3(h), the Town Council has held a public hearing with respect to the creation of the District and the adoption of the Plan, including the Infrastructure Reimbursement Agreement with the developer as provided in the Plan; and

WHEREAS, the Town Council has determined it is in the best economic interest of the Town to create said District and adopt said Plan.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

The Town hereby creates the District as set forth in the Plan and adopts the plan for development of the District as presented in final form to the Town Council at the meeting at which this resolution is adopted. The District shall be within the area set forth in the Plan.

This resolution is effective upon its adoption this 10th day of December 2018.

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

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 10th day of December 2018.



HarrisburgNC

The right side of opportunity

PROJECT DEVELOPMENT FINANCING DISTRICT PLAN

FARMINGTON RIDGE PARKWAY DISTRICT

Adopted November 12, 2018

(As Amended on September 8, 2019)

Project development financing is a method of increasing the overall property value in a district that is currently blighted, depressed, or underdeveloped. Using this designation, the Town of Harrisburg (the “Town”) can finance the cost of property improvements with the additional property taxes resulting from the district’s new development. The State of North Carolina granted the counties and municipalities the legal authority to utilize project development financing in 2003 and later revised in 2007.

District Summary

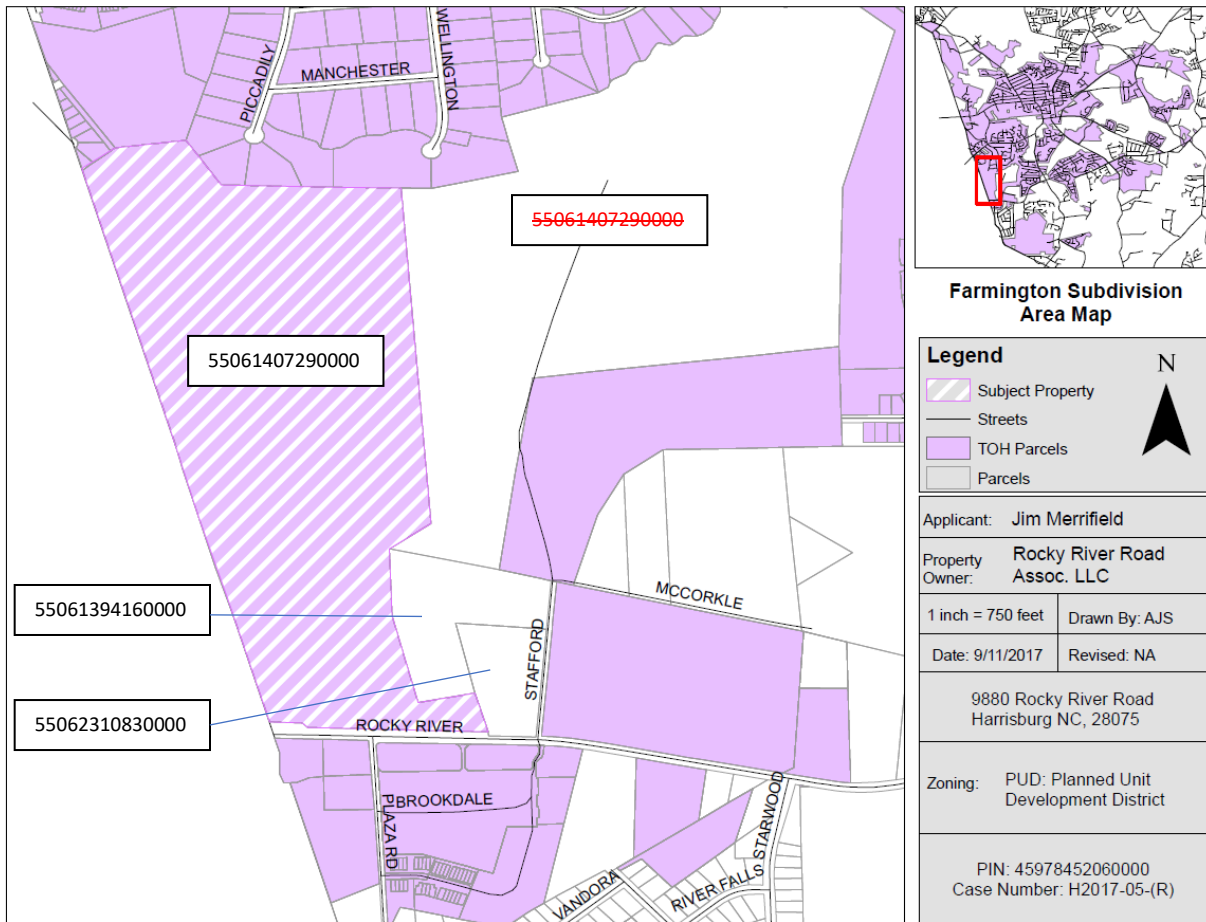
On October 9, 2017, Town Council unanimously approved the road layout preliminary plat for Farmington Ridge Parkway, which is the main artery through the proposed Farmington development and is needed before any residential or commercial development occurs. The developer, Jim Merrifield of Rocky River Road Associates, LLC (the “Developer”), has approached Town staff to use project development financing to fund the cost of the road, which he will construct. Mr. Merrifield has proposed to use the incremental increase of tax revenues of the development served by Farmington Ridge Parkway as the funding mechanism for the construction costs.

Establishing the Development Financing District

Guidelines require the Town must either meet at least one of the conditions set forth for a county district in G.S. 158-7.3(c) or that meet the criteria of urban redevelopment area as defined by G.S. 160A-503. The Town considers this district, hereby referred to as Farmington Ridge Parkway District, to meet the requirements of G.S. 158-7.3(c) for appropriate economic development.

The physical address of the parcel that will include the new street is 9880 Rocky River Road in Harrisburg. It is proposed that the District include the entire parcel (PIN 55061407290000) and is a total of 109 acres in land area. It is further proposed that the District include, at which time they are properly annexed into the Town, parcels PIN 55063634200000, 55061394160000 and 55062310830000 and **will establish is** a total of approximately **135 127** acres in land area. The total land area within this District may not exceed 5 percent of the total land area in the Town and Cabarrus County. The land area for the proposed District is within the 5 percent limitation for both the Town and County. See Figure 1 for the boundaries of the District.

Figure 1. Farmington Ridge Parkway District Boundaries



Development District Financing Plan

Once the District has been established, a plan must be developed to fund the cost of the project. There are typically four options to finance project development districts:

1. Pay-as-you-go
2. Developer financing
3. Municipal financing
4. Municipal financing with developer participation

The method that is being proposed with this project is developer financing. This is where the Town will shift the risk of debt financing to a developer. The developer will incur the risk of issuing the debt and related issuance costs. The Town and Cabarrus County (the “County”) then reimburses the developer for project development-eligible costs as the Town and County obtains incremental tax revenues.

There are a series of requirements relating to the financing of the Plan, which are detailed below.

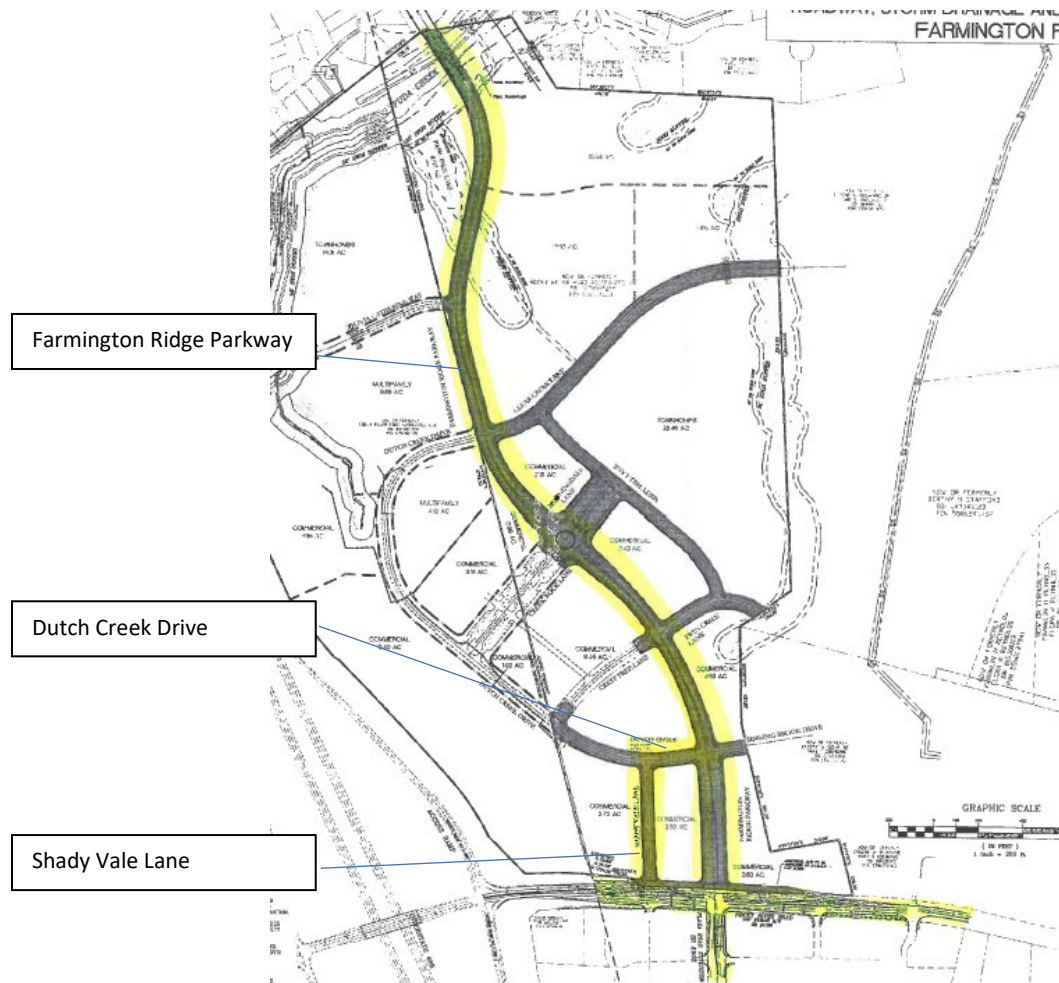
Development District Boundaries

As noted above, parcel 55061407290000, located at 9880 Rocky River Road in Harrisburg is being established as the boundaries of the District. The legal boundaries can be seen on deed book 889, page 255 with Cabarrus County. At which time in the future, parcels ~~55063634200000~~, 55061394160000 and 55062310830000 located at ~~9100 Stafford Road~~, 9360 Stafford Road and 9400 Stafford Road, respectively are properly annexed into the Town, they will automatically become part of this District. The legal boundaries of these parcels can be seen in the Cabarrus County deed books.

Description of the Development Project

The District includes both residential and commercial components of a development named Farmington, which straddles both Mecklenburg and Cabarrus counties. The specific project to be funded by the District is Farmington Ridge Parkway, Shady Vale Lane and a portion of Dutch Creek Drive (collectively referred to as the “Project”), which will include all of the following costs: survey and engineering costs, drainage facilities or improvements, utilities, adjacent sidewalks, street lights, planting strips, irrigation, street trees, signalization of the intersection of Farmington Ridge Parkway and Rocky River Road, and associated improvements to Rocky River Road and Plaza Road Extension as required by the North Carolina Department of Transportation. See below for the detail of the street site plan in Figure 2.

Figure 2. Site Plan for Farmington Ridge Parkway



Costs of Proposed Project

The estimated costs of the Project, as described above and provided by the Developer of the Project is \$6,000,000.

Sources and Amounts of Funds to Pay for Proposed Project

The Developer will be responsible for funding the Project in its entirety. The Town and Developer have analyzed the current state of interest rates, along with capital funding rates and determined that an interest rate of 5.00% per annum is appropriate for this project. This would generate a total repayment cost of approximately ~~\$9,115,000~~ \$9,000,000, based on the illustrative build and reimbursement period in Figure 3.

Base Valuation of the Development Financing District

According to Cabarrus County tax records, Parcel 5506147290000 has an assessed value at January 1, ~~2018~~ 2019 of \$4,178,520. This will be the set valuation for the District. At which time the other ~~three~~ two parcels (~~55063634200000~~, 55061394160000 and 55062310830000) are annexed into the Town, the base valuation will be increased to include the value of those parcels on January 1, 2019, of \$612,360 and \$506,560, respectively ~~of the year in which they are annexed and included in this District.~~

Projected Increase in Assessed Valuation of District

Currently, the Developer has estimated future total valuation of the improved property within the District at ~~\$108,403,850~~ \$136,772,770. Less the above amount of \$4,178,520 for the base valuation, the projected increase would be approximately ~~\$104,225,330~~ \$132,594,250. At the Town's current tax rate for FY2019 of \$0.3550 per \$100 of value, the base valuation will generate approximately \$15,000 and at full completion of the project, approximately ~~\$370,000~~ \$485,500. ~~At the County's current tax rate for FY2019 of \$0.7200 per \$100 of value, the base valuation will generate approximately \$30,000 and at full completion of the project, approximately \$750,000.~~ The agreement with the Developer will include a provision that ~~90%~~ at least 85%, but no more than 90% of the Town's ~~of the~~ incremental tax increase will go to the Developer and ~~10%~~ up to 15% of the incremental tax increase will ~~stay with~~ go to the Town and County. ~~The 10% incremental increase, at the above approximated amounts, for both the Town and the County will amount to \$37,000 and \$75,000, respectively.~~

Estimated Duration of the District

Statutorily, the length of a development financing district cannot exceed 30 years. The total length of the District will be set at 14 years, which will include construction of the Project in Years 1 and 2 and repayment to the Developer in Years 3-14. See Figure 3 for full summary of the proposed financing arrangement. If the Developer is repaid in full of all principal and related accumulated interest prior to the end of the 14th year, the District will be considered dissolved at that time and the Town and County will resume collecting and retaining 100% of the tax generated from these parcels. If at the end of the 14th year, the total principal and related accumulated interest have not been completely repaid to the Developer due to the incremental tax increase not fully funding the obligation, the District will be considered dissolved at the end of the 14th year and no further repayments will be considered due to the Developer by either the Town or the County.

Project Development District Plan

Page 6

Figure 3. 14-Year Summary of Financing Arrangement of Project (for illustrative purposes only)

Farmington TIF Analysis L:\Projects\Farmington TIF\COPY of Exhibit D to Town and County Agreements.xlsx\TIF (2)														
25														
HARRISBURG														
Absorption														
# of Units/ sq ft/ acres														
Unit Costs														
Year 1														
Year 2														
Year 3														
Year 4														
Year 5														
Year 6														
Year 7														
Year 8														
Year 9														
Year 10														
Year 11														
Year 12														
Year 13														
Year 14														
Town Homes (150 Units)														
Single Family Homes (140)														
Number Town Homes														
Number Single Family														
Estimated Students														
ADM (1)														
County Annual ADM Cost														
Commercial - Harrisburg														
Cost PSF/#														
Office														
Retail														
Outparcels														
Daycare														
Total														
Cochrane Frontage														
Annual Additions														
Cumulative														
Less Base (2)														
Tax Increment Value														
Town of Harrisburg (1)														
Cabarrus County (1)														
Cabarrus ADM Contribution														
Cabarrus Net Contribution														
Total TIF Reimbursement														
TIF Beginning Balance														
Annual Interest														
TIF Reimbursement														
Ending Balance														
Actual														
Town														
County														
Total														
(1) - Millage Rates and ADM increase by 2% annually.														
(2) - Base includes the following:														
Description														
Tax Parcel #														
Acreage														
Value														
Rocky River														
Cochrane														
Cochrane														
\$5,297,440														

Benefit of Proposed Development

Completion of this Project will provide benefit to many residents and businesses in the area. Farmington Ridge Parkway will provide another arterial access directly between Rocky River Road and Tom Query/Caldwell Road. This will help alleviate traffic in other areas of Town and provide residents with another avenue to get to I-485. The development within the District is expected to create **150 180** town homes, **140 38** single family homes, 75,900 square feet of office space, 77,014 square feet of retail space, four outparcels and 12,000 square feet of day care space. All of this will provide additional housing options, job creation for the retail, office, and day care areas and additional economic impact of those retail sales to the Town and County.

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INFRASTRUCTURE REIMBURSEMENT
AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT ("Agreement") entered into as of this _____ day of _____, 2019, by and between Rocky River Road Associates, LLC, a North Carolina Limited Liability Corporation ("Developer"), and the Town of Harrisburg, a North Carolina municipal corporation ("Town").

WHEREAS, Developer plans a mixed-use development ("Project") on property located on Rocky River Road in the area particularly as depicted on the map attached hereto as **Exhibit A** (the "Property").

WHEREAS, in order to facilitate traffic flow within and in the general area of the Project, Developer intends to construct the Road Improvements (defined below) in the location shown on Exhibit B;

WHEREAS, the Town considers the construction of the Road improvements and other economic development impacts of the Road Improvements to be of significant public benefit and has recommended the Road Improvements in its comprehensive transportation plans;

WHEREAS, construction of the Road Improvements would not only facilitate the Project and the economic development benefits that would derive therefrom, but it would also expand alternative traffic routes and provide increased connectivity to existing streets and roads in the area;

WHEREAS, the Town is willing to participate in the Road Improvements through an infrastructure reimbursement agreement pursuant to N.C.G.S. 160A-499 by reimbursing Developer for a portion of the cost of designing and constructing the Road Improvements under the terms and conditions set forth in this Agreement;

WHEREAS, the Town has determined that the cost to the Town in reimbursing Developer for designing and constructing Road Improvements is less than it would cost the Town to design and construct the road through a public contract pursuant to G.S. 143-128 *et seq.*; and

WHEREAS, the County of Cabarrus (the "County") has also determined to participate in the Road Improvements through an infrastructure reimbursement agreement based on the benefits and rationale set forth herein and the Town and the County will share in the reimbursement for the Road Improvements as illustrated on **Exhibit D**, attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Definitions.

“Baseline Tax” refers to the total *ad valorem* real property taxes (excluding municipal service district taxes) levied by the Town on the Property during the Town’s 2019 Fiscal Year, based on the finally determined assessed value of the Property for the Town’s 2019 Fiscal Year.

“Fiscal Year” shall mean the period of time that extends from July 1st to June 30th of the immediately following calendar year. For example, fiscal year 2019 extends from July 1, 2018 to June 30, 2019.

“Force Majeure” means, as applicable, any acts of God, strikes, lockouts or other industrial disturbances, unusual adverse weather conditions, terrorism or other acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, floods, high-water washouts, other matters outside of Developer’s reasonable control.

“Maximum Tax Increment Reimbursement Amount” shall mean up to \$6,000,000, plus cumulative interest, accruing as funds are expended on the Road Improvements, at up to 5% per annum, compounded monthly. The Maximum Tax Increment Reimbursement Amount is a part of the Cumulative Baseline Tax levied by the Town and the County and the reimbursement shall be apportioned as illustrated on Exhibit D, attached hereto.

“Property” has the meaning set forth in the Recitals hereto.

“Road Improvements” shall mean Farmington Ridge Parkway as shown on Exhibit B, both within the Project site together with all associated improvements, including without limitation, survey and engineering costs, drainage facilities or improvements, utilities, adjacent sidewalks, street lights, planting strips, irrigation, street trees, including Shady Vale Lane and a portion of Dutch Creek Drive as highlighted on Exhibit B, and including signalization of the intersection of Farmington Ridge Parkway and Rocky River Road, and associated improvements to Rocky River Road and Plaza Road Extension as required by the North Carolina Department of Transportation.

“Tax Increment Increase Amount” shall mean for each applicable Fiscal Year, the amount by which (a) the Town’s *ad valorem* taxes levied on the property as shown on Exhibit C, which includes Tax Parcel #55061407290000, along with Tax Parcels #55061394160000, and 55062310830000 at which time these two parcels are properly annexed into the Town, that have been paid prior to February 1 during such Fiscal Year on the Property, exceeds (b) the Baseline Tax. An analysis of the tax increment reimbursement is attached hereto as Exhibit D for illustrative purposes.

2. Design and Construction. The Developer shall:

- a. design the Road Improvements;
- b. obtain all necessary regulatory approvals for construction of Road Improvements;

- c. acquire all right-of-way and temporary construction easements necessary for the construction of Road Improvements;
 - d. construct the Road Improvements in accordance with all regulatory standards and approvals, including all modifications or improvements required through normal governmental inspection processes; and
 - e. upon completion of the Road Improvements, dedicate or convey, or provide for the dedication or conveyance, to the Town the Road Improvements together with those portions of the right of way thereof located on the Property;
 - f. provide maintenance of the Road Improvements for the duration of time there is a reimbursement due to the Developer, but not to exceed Year 14, such maintenance to specifically include items such as potholes repair, asphalt cracking, curb and gutter damage, and any other items that may affect the integrity of the street infrastructure system; and
 - g. provide a construction commitment in an amount adequate to repave all the Road Improvements, which the Developer will fund at the completion of Year 14 unless the reimbursement has otherwise been repaid in full by the end of Year 13.
3. Town Reimbursement. The Town shall reimburse the Developer for the cost of the Road Improvements as follows:
- a. Developer may request a reimbursement payment on or before September 30th of either the first, second, or third fiscal year that begins following the date of final inspection and acceptance by the Town of the Road Improvements as selected by Developer, and Town shall commence making such payments in accordance with the provisions of this Agreement for such year and for each of the eleven calendar years that immediately follow the year when the first reimbursement request is made.
 - b. By March 1 of each calendar year after receiving the reimbursement request pursuant to subsection (a) above, the Town shall make a reimbursement payment to Developer in an amount of at least 85%, but no more than 90% of the Tax Increment Increase Amount for that Fiscal Year. The parties acknowledge that only one request will be made by Developer to commence the reimbursement payments in the first year and that no further request is needed for the payments in the eleven subsequent years.
 - c. Notwithstanding subsection (b) above, in the Fiscal Year in which the Town's reimbursement payment would, along with the total amount of all previous reimbursement payments paid pursuant to subsection (b), exceed the Maximum Tax Increment Reimbursement Amount, the Town shall pay the Developer only that amount necessary to make the aggregate tax increment reimbursement payments then paid to Developer, together with the tax increment reimbursement payment then due, equal to

the Maximum Tax Increment Reimbursement Amount.

- d. The Town's obligation to make reimbursement payments shall terminate upon the earlier of: (i) the Fiscal Year in which total tax increment reimbursement payments equal the Maximum Tax Increment Reimbursement Amount; or (ii) the end of the eleventh Fiscal Year following the first Fiscal Year in which the Town made a reimbursement payment pursuant to the terms of subsection (b) hereof (i.e. after twelve (12) yearly payments).
 - e. In the final year of reimbursement, the amounts to be paid by the County and the Town shall be prorated based on the amounts that would have been due for that year, as illustrated on **Exhibit D**.
4. **Term.** This Agreement shall commence upon execution and shall continue until the Town has made its final reimbursement payment pursuant to Section 3. Notwithstanding the foregoing, the Town may terminate this Agreement if either: (a) commencement of construction of the Road Improvements has not begun by December 31, 2020; or (b) the Road Improvements are not substantially completed in a good and workman-like manner in accordance with all applicable laws and the applicable standards within thirty-six (36) months following commencement, subject, however to a day for day extension of the thirty-six (36) month completion period for *Force Majeure*, as established by Developer to the reasonable satisfaction of the Town. Notwithstanding the foregoing, Developer may terminate this Agreement at any time upon written notice to the Town if in its discretion it decides not to develop the Property or to discontinue such development.
5. **Notices.** All notices concerning this project should be addressed as follows:

If to the Town: Town of Harrisburg
 Haynes Brigman
 4100 Main Street
 Suite 101
 Harrisburg, NC 28075

If to the County: Cabarrus County
 Mike Downs
 65 Church Street S
 Concord, NC 28025

If to the Developer: Rocky River Road Associates, LLC
 James Merrifield
 2400 South Boulevard
 Suite 300
 Charlotte, NC 28203

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

6. **No Third-Party Rights.** This Agreement is entered into by and between the parties hereto for their exclusive benefit. The parties do not intend to create or establish by this Agreement any third-

party beneficiary status or rights, and no such third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors or assigns.

8. Applicable Law. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

9. Interpretation. Each of the parties hereto has agreed to the use of this particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

10. Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

11. Amendment. No amendment or modification to the Agreement shall be valid until in writing and signed by both parties to this Agreement.

12. Captions. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one (1) and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

TOWN OF HARRISBURG

Town Clerk

By: _____

Name: _____

Title: _____

ROCKY RIVER ROAD ASSOCIATES, LLC

By: Crosland Rocky River Road, LLC, Manager By: Crosland
Manager, LLC, its Manager

By: _____

Name: _____

Title: _____

PREAUDIT CERTIFICATION

This instrument has been pre-audited in a manner required by applicable law.

Finance Officer



HarrisburgNC

The right side of opportunity

PROJECT DEVELOPMENT FINANCING DISTRICT PLAN

FARMINGTON RIDGE PARKWAY DISTRICT

Adopted November 12, 2018

(As Amended on September 8, 2019)

Project development financing is a method of increasing the overall property value in a district that is currently blighted, depressed, or underdeveloped. Using this designation, the Town of Harrisburg (the “Town”) can finance the cost of property improvements with the additional property taxes resulting from the district’s new development. The State of North Carolina granted the counties and municipalities the legal authority to utilize project development financing in 2003 and later revised in 2007.

District Summary

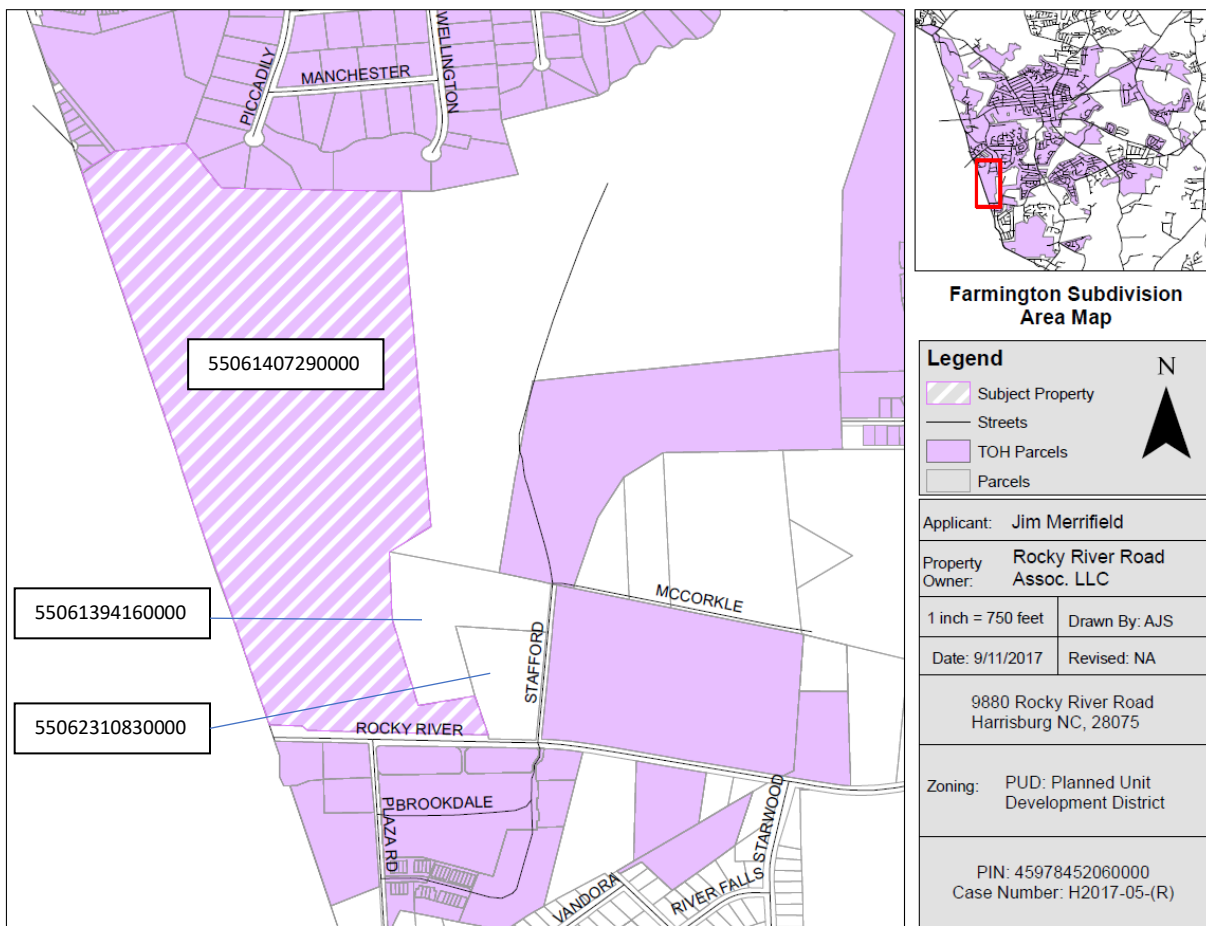
On October 9, 2017, Town Council unanimously approved the road layout preliminary plat for Farmington Ridge Parkway, which is the main artery through the proposed Farmington development and is needed before any residential or commercial development occurs. The developer, Jim Merrifield of Rocky River Road Associates, LLC (the “Developer”), has approached Town staff to use project development financing to fund the cost of the road, which he will construct. Mr. Merrifield has proposed to use the incremental increase of tax revenues of the development served by Farmington Ridge Parkway as the funding mechanism for the construction costs.

Establishing the Development Financing District

Guidelines require the Town must either meet at least one of the conditions set forth for a county district in G.S. 158-7.3(c) or that meet the criteria of urban redevelopment area as defined by G.S. 160A-503. The Town considers this district, hereby referred to as Farmington Ridge Parkway District, to meet the requirements of G.S. 158-7.3(c) for appropriate economic development.

The physical address of the parcel that will include the new street is 9880 Rocky River Road in Harrisburg. It is proposed that the District include the entire parcel (PIN 55061407290000) and is a total of 109 acres in land area. It is further proposed that the District include, at which time they are properly annexed into the Town, parcels PIN 55061394160000 and 55062310830000 and will establish a total of approximately 127 acres in land area. The total land area within this District may not exceed 5 percent of the total land area in the Town and Cabarrus County. The land area for the proposed District is within the 5 percent limitation for both the Town and County. See Figure 1 for the boundaries of the District.

Figure 1. Farmington Ridge Parkway District Boundaries



Development District Financing Plan

Once the District has been established, a plan must be developed to fund the cost of the project. There are typically four options to finance project development districts:

1. Pay-as-you-go
2. Developer financing
3. Municipal financing
4. Municipal financing with developer participation

The method that is being proposed with this project is developer financing. This is where the Town will shift the risk of debt financing to a developer. The developer will incur the risk of issuing the debt and related issuance costs. The Town and Cabarrus County (the “County”) then reimburses the developer for project development-eligible costs as the Town and County obtains incremental tax revenues.

There are a series of requirements relating to the financing of the Plan, which are detailed below.

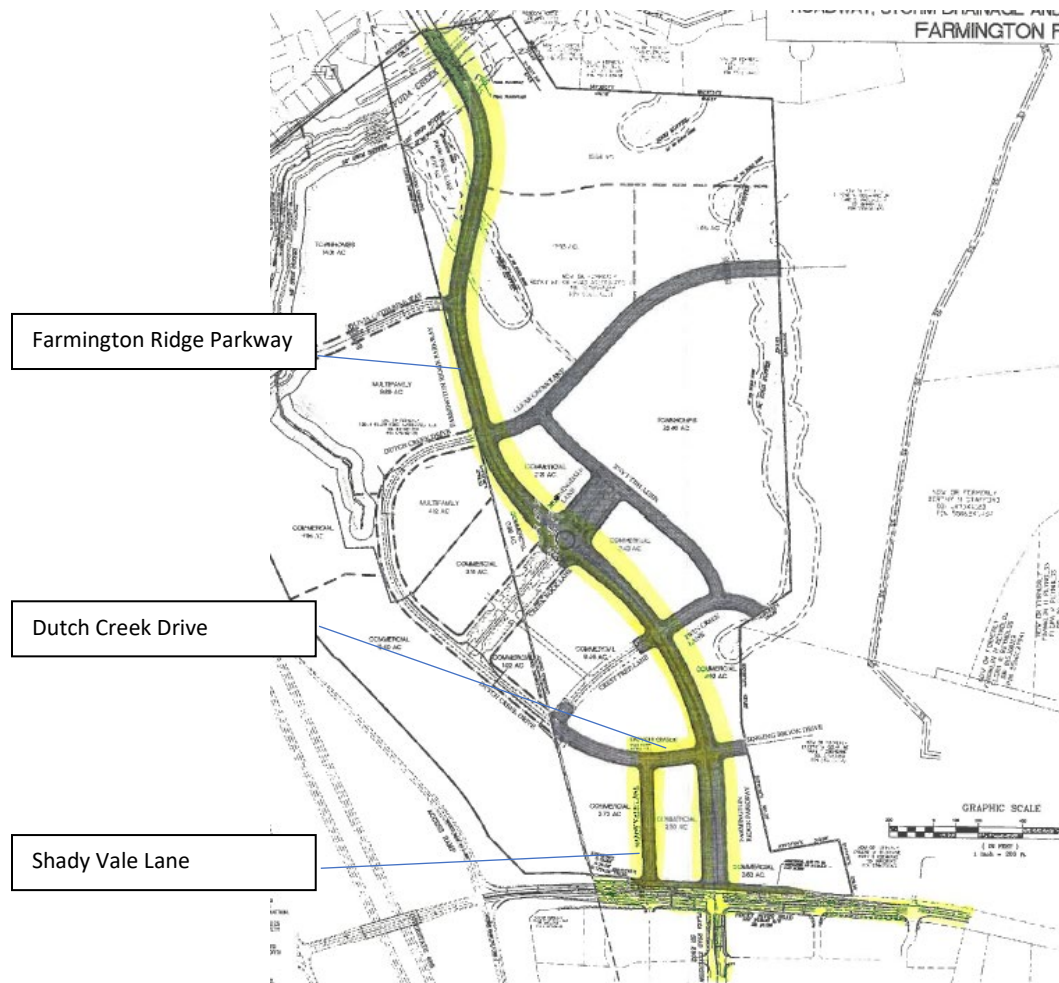
Development District Boundaries

As noted above, parcel 55061407290000, located at 9880 Rocky River Road in Harrisburg is being established as the boundaries of the District. The legal boundaries can be seen on deed book 889, page 255 with Cabarrus County. At which time in the future, parcels 55061394160000 and 55062310830000 located at 9360 Stafford Road and 9400 Stafford Road, respectively are properly annexed into the Town, they will automatically become part of this District. The legal boundaries of these parcels can be seen in the Cabarrus County deed books.

Description of the Development Project

The District includes both residential and commercial components of a development named Farmington, which straddles both Mecklenburg and Cabarrus counties. The specific project to be funded by the District is Farmington Ridge Parkway, Shady Vale Lane and a portion of Dutch Creek Drive (collectively referred to as the “Project”), which will include all of the following costs: survey and engineering costs, drainage facilities or improvements, utilities, adjacent sidewalks, street lights, planting strips, irrigation, street trees, signalization of the intersection of Farmington Ridge Parkway and Rocky River Road, and associated improvements to Rocky River Road and Plaza Road Extension as required by the North Carolina Department of Transportation. See below for the detail of the street site plan in Figure 2.

Figure 2. Site Plan for Farmington Ridge Parkway



Costs of Proposed Project

The estimated costs of the Project, as described above and provided by the Developer of the Project is \$6,000,000.

Sources and Amounts of Funds to Pay for Proposed Project

The Developer will be responsible for funding the Project in its entirety. The Town and Developer have analyzed the current state of interest rates, along with capital funding rates and determined that an interest rate of 5.00% per annum is appropriate for this project. This would generate a total repayment cost of approximately \$9,000,000, based on the illustrative build and reimbursement period in Figure 3.

Base Valuation of the Development Financing District

According to Cabarrus County tax records, Parcel 5506147290000 has an assessed value at January 1, 2019 of \$4,178,520. This will be the set valuation for the District. At which time the other two parcels (55061394160000 and 55062310830000) are annexed into the Town, the base valuation will be increased to include the value of those parcels on January 1, 2019, of \$612,360 and \$506,560, respectively.

Projected Increase in Assessed Valuation of District

Currently, the Developer has estimated future total valuation of the improved property within the District at \$136,772,770. Less the above amount of \$4,178,520 for the base valuation, the projected increase would be approximately \$132,594,250. At the Town's current tax rate for FY2019 of \$0.3550 per \$100 of value, the base valuation will generate approximately \$15,000 and at full completion of the project, approximately \$485,500. The agreement with the Developer will include a provision that at least 85%, but no more than 90% of the Town's incremental tax increase will go to the Developer and up to 15% of the incremental tax increase will stay with the Town.

Estimated Duration of the District

Statutorily, the length of a development financing district cannot exceed 30 years. The total length of the District will be set at 14 years, which will include construction of the Project in Years 1 and 2 and repayment to the Developer in Years 3-14. See Figure 3 for full summary of the proposed financing arrangement. If the Developer is repaid in full of all principal and related accumulated interest prior to the end of the 14th year, the District will be considered dissolved at that time and the Town and County will resume collecting and retaining 100% of the tax generated from these parcels. If at the end of the 14th year, the total principal and related accumulated interest have not been completely repaid to the Developer due to the incremental tax increase not fully funding the obligation, the District will be considered dissolved at the end of the 14th year and no further repayments will be considered due to the Developer by either the Town or the County.

Project Development District Plan

Page 6

Figure 3. 14-Year Summary of Financing Arrangement of Project (for illustrative purposes only)

Farmington TIF Analysis

L:\Projects\Farmington TIF\COPY of Exhibit D to Town and County Agreements.xlsx TIF (2)

25															
HARRISBURG															
Absorption															
# of Units/ sq ft/ acres	Unit Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Town Homes (150 Units)	150	\$250,000	\$0	\$0	\$6,250,000	\$6,250,000	\$6,250,000	\$6,250,000	\$6,250,000	\$6,250,000	\$0	\$0	\$0	\$0	\$0
Single Family Homes (140)	140	\$350,000			\$8,750,000	\$8,750,000	\$8,750,000	\$8,750,000	\$8,750,000	\$5,250,000	\$0	\$0	\$0	\$0	\$0
Number Town Homes				25	50	75	100	125	150	150	150	150	150	150	150
Number Single Family				25	50	75	100	125	140	140	140	140	140	140	140
Estimated Students				28.30	56.60	84.90	113.20	141.50	161.47	161.47	161.47	161.47	161.47	161.47	161.47
ADM (1)				\$1,900	\$1,938	\$1,977	\$2,016	\$2,057	\$2,098	\$2,140	\$2,183	\$2,226	\$2,271	\$2,316	\$2,362
County Annual ADM Cost				\$53,770	\$109,691	\$167,827	\$228,245	\$291,012	\$338,724	\$345,499	\$352,409	\$359,457	\$366,646	\$373,979	\$381,459
Commercial - Harrisburg															
		Cost PSF/#													
Office	75,900	\$250	\$0	\$0	\$0	\$15,250,000	\$0	\$3,725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retail	77,014	\$275	\$0	\$0	\$8,831,350	\$0	\$9,625,000	\$0	\$2,722,500	\$0	\$0	\$0	\$0	\$0	\$0
Outparcels	4	\$1,500,000	\$0	\$0	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Daycare	12,000	\$250	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	164,918		0	0	17,831,350	0	24,875,000	0	6,447,500	0	0	0	0	0	0
Cochrane Frontage															
					1,118,920										
Annual Additions					\$33,950,270	\$15,000,000	\$39,875,000	\$15,000,000	\$21,447,500	\$11,500,000	\$0	\$0	\$0	\$0	\$0
Cumulative					\$33,950,270	\$48,950,270	\$88,825,270	\$103,825,270	\$125,272,770	\$136,772,770	\$136,772,770	\$136,772,770	\$136,772,770	\$136,772,770	\$136,772,770
Less Base (2)	108	\$40,000	\$0	\$0	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)	(\$5,297,440)
Tax Increment Value					\$28,652,830	\$43,652,830	\$83,527,830	\$98,527,830	\$119,975,330	\$131,475,330	\$131,475,330	\$131,475,330	\$131,475,330	\$131,475,330	\$131,475,330
Town of Harrisburg (1)	85%	\$0.3550	\$0	\$0	\$86,460	\$134,357	\$262,228	\$315,505	\$391,868	\$438,018	\$446,779	\$455,714	\$464,829	\$474,125	\$483,608
Cabarrus County (1)	100%	\$0.7200	\$0	\$0	\$206,300	\$320,586	\$625,697	\$752,821	\$935,029	\$1,045,148	\$1,066,051	\$1,087,372	\$1,109,119	\$1,131,301	\$1,153,927
Cabarrus ADM Contribution	32%				(\$66,016)	(\$102,588)	(\$200,223)	(\$240,903)	(\$299,209)	(\$334,447)	(\$341,136)	(\$347,959)	(\$354,918)	(\$362,016)	(\$369,257)
Cabarrus Net Contribution	68%				\$140,284	\$217,999	\$425,474	\$511,919	\$635,820	\$710,700	\$724,914	\$739,413	\$754,201	\$769,285	\$784,671
Total TIF Reimbursement			\$0	\$0	\$226,744	\$352,356	\$687,702	\$827,424	\$1,027,688	\$1,148,719	\$1,171,693	\$1,195,127	\$1,219,030	\$1,243,410	\$1,268,278
															\$1,293,644
TIF Beginning Balance															
Annual Interest		\$6,000,000	\$6,000,000	\$6,300,000	\$6,615,000	\$6,719,006	\$6,702,601	\$6,350,029	\$5,840,106	\$5,104,424	\$4,210,926	\$3,249,779	\$2,217,141	\$1,108,969	\$0
TIF Reimbursement		5.00%	300,000	315,000	330,750	335,950	335,130	317,501	292,005	255,221	210,546	162,469	110,857	55,448	0
Ending Balance			0	0	(226,744)	(352,356)	(687,702)	(827,424)	(1,027,688)	(1,148,719)	(1,171,693)	(1,195,127)	(1,219,030)	(1,164,417)	0
			\$6,300,000	\$6,615,000	\$6,719,006	\$6,702,601	\$6,350,029	\$5,840,106	\$5,104,424	\$4,210,926	\$3,249,779	\$2,217,141	\$1,108,969	\$0	\$0
Actual															
Town			\$0	\$0	\$86,460	\$134,357	\$262,228	\$315,505	\$391,868	\$438,018	\$446,779	\$455,714	\$464,829	\$474,125	\$0
County			\$0	\$0	\$140,284	\$217,999	\$425,474	\$511,919	\$635,820	\$710,700	\$724,914	\$739,413	\$754,201	\$769,285	\$0
Total			\$0	\$0	\$226,744	\$352,356	\$687,702	\$827,424	\$1,027,688	\$1,148,719	\$1,171,693	\$1,195,127	\$1,219,030	\$1,164,417	\$0

(1) - Millage Rates and ADM increase by 2% annually.

(2) - Base includes the following:

Description	Tax Parcel #	Acreage	Value
Rocky River	55061140729000	109.00	\$4,178,520
Cochrane	55061394160000	12.15	\$612,360
Cochrane	55062310830000	6.11	\$506,560
			\$5,297,440

Benefit of Proposed Development

Completion of this Project will provide benefit to many residents and businesses in the area. Farmington Ridge Parkway will provide another arterial access directly between Rocky River Road and Tom Query/Caldwell Road. This will help alleviate traffic in other areas of Town and provide residents with another avenue to get to I-485. The development within the District is expected to create 150 town homes, 140 single family homes, 75,900 square feet of office space, 77,014 square feet of retail space, four outparcels and 12,000 square feet of day care space. All of this will provide additional housing options, job creation for the retail, office, and day care areas and additional economic impact of those retail sales to the Town and County.



Harrisburgnc

The right side of opportunity

RESOLUTION CREATING THE FARMINGTON RIDGE PARKWAY DISTRICT AND ADOPTING A DEVELOPMENT FINANCING DISTRICT PLAN FOR SAID DISTRICT

WHEREAS, in order to assist North Carolina local governments in economic development efforts to attract and stimulate private sector job creation and capital investors in their areas, the North Carolina General Assembly enacted Session Law 2003-403, which provided, subject to the approval of the voters, for the amendment of the North Carolina Constitution to authorize units of local government to define territorial areas for development and to borrow money to finance public improvements associated with private development projects in that area, such borrowed money to be repaid by, among other sources (such as the revenues of the public improvements), taxes levied on the incremental value of the real and taxable personal property located in the area so developed; and

WHEREAS, said Session Law 2003-403 further provided for the amendment of the economic development and local government finance laws to facilitate said financings; and

WHEREAS, in order to increase net employment opportunities in the Town of Harrisburg, North Carolina (the "Town") and increase the Town's tax base, the Town desires to create a development financing district to be known as the "Farmington Ridge Parkway District" (the "District"), pursuant to Section 158-7.3 of the General Statutes of North Carolina (the "District Act"); and

WHEREAS, the property within the District is appropriate for the economic development of the community and does not exceed five percent of the total land area of the Town; and

WHEREAS, the Town has previously declared its intention to create the District and adopt a development financing district plan for the District in substantially the form of the plan description presented to the Town Council at the meeting held on November 12, 2018, subject to any amendments thereto permitted by the District Act (the "Plan"); and

WHEREAS, the Town intends to repay the Developer the Town's portion of approximately \$3,440,000 for their costs associated with project development financing in an amount of approximately \$6,000,000 to finance the public improvements associated with the private development projects to be located within the District, to consist of 150 town homes, 140 single family homes, 75,900 square feet of office space, 77,014 square feet of retail space, four outparcels and 12,000 square feet of day care to be located in the District and to be known as the "Farmington" (the "Project");

WHEREAS, pursuant to G.S. 158-7.3(f), the Town sent a copy of the Plan as presented to the Town Council to the Board of Commissioners for the County of Cabarrus, North Carolina and said Commissioners did not, within 28 days of the date of mailing, disapprove the Plan; and

WHEREAS, following notice by publication and by mailing to the owners and mailing addresses within the District and to all special districts within the District in accordance with G.S. 158-7.3(h), the Town Council has held a public hearing with respect to the creation of the District and the adoption of the Plan, including the Infrastructure Reimbursement Agreement with the developer as provided in the Plan; and

WHEREAS, the Town Council has determined it is in the best economic interest of the Town to create said District and adopt said Plan.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

The Town hereby creates the District as set forth in the Plan and adopts the plan for development of the District as presented in final form to the Town Council at the meeting at which this resolution is adopted. The District shall be within the area set forth in the Plan.

This resolution is effective upon its adoption this 10th day of December 2018.

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

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Harrisburg Town Council on the 10th day of December 2018.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to Add a Solicitation Ordinance to the Town Code of Ordinances

Presenting Personnel:

Haynes Brigman, Town Manager

Suggested Motion or Action:

If approved:

Motion to approve the addition of a solicitation ordinance to the Town Code of Ordinances and addition of the permit fee to the Town Schedule of Fees, as presented.

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 reached out to other communities that have adopted a solicitation ordinance and have drafted an ordinance for Town Council review and approval. The Key elements of this ordinance are highlighted below:

- It shall be unlawful for any person to enter upon any privately-owned premises or business without permission or invitation of the owner or occupant of such premises or business for the purpose of soliciting orders for immediate or future delivery of goods, wares, merchandise, or services, including the taking of subscriptions for magazines and the procuring of applications and contracts, without first receiving a permit issued by the Town of Harrisburg.
- It shall be unlawful for any person holding a permit to fail to display the permit and identification upon demand of a law enforcement officer while engaged in soliciting in the Town.
- It is unlawful for persons authorized to work for a permit-holder to fail to display a copy of the permit and recognized state identification upon demand of a law enforcement officer while engaged in soliciting in the Town. A person working for a permit-holder shall be listed as an authorized person on the face of the permit.
- It shall be unlawful to conduct any business as listed above during the hours between 7:00 p.m. and 8:00 a.m.
- Recognized charitable organizations, churches, schools, civic organizations and similar neighborhood associations performing fund-raising activities for their organization are **exempt** from the requirements of this chapter.
- An application for permit and a fee of \$25 is required to be paid to the Town of Harrisburg for review and approval. Each person representing an organization will require a separate permit.
- A bond in the amount of \$5,000 is to be provided by the applicant at the time of application.

- A permit is issued by the Town of Harrisburg for term as requested by the applicant, but can not exceed 12 calendar months. It may be renewed but is not transferable.

Recommendation:

Staff recommends approval of the attached solicitation ordinance and the related update to the Town's Schedule of Fees for the permit cost of \$25 per application.

Fiscal Impact:

Based on the number of solicitation permits applied for, a cost of \$25 per permit application is being recommended by staff.

Attachments:

1. Solicitation Ordinance Draft 09092019
2. 2020 Schedule of Fees - Solicitation

CHAPTER XXX. - SOLICITATION

Sec. xxx - Prohibited acts.

- (A) It shall be unlawful for any person to enter upon any privately-owned premises or business without permission or invitation of the owner or occupant of such premises or business for the purpose of soliciting orders for immediate or future delivery of goods, wares, merchandise, or services, including the taking of subscriptions for magazines and the procuring of applications and contracts, without first receiving a permit issued by the Town of Harrisburg.
- (B) It shall be unlawful for any person holding a permit to fail to display the permit and identification upon demand of a law enforcement officer while engaged in soliciting in the Town.
- (C) It is unlawful for persons authorized to work for a permit-holder to fail to display a copy of the permit and recognized state identification upon demand of a law enforcement officer while engaged in soliciting in the Town. A person working for a permit-holder shall be listed as an authorized person on the face of the permit.
- (D) It shall be unlawful to conduct any business as listed in (A) during the hours between 7:00 p.m. and 8:00 a.m.

Sec. xxx - Exceptions.

Recognized charitable organizations, churches, schools, civic organizations and similar neighborhood associations performing fund-raising activities for their organization are exempt from the requirements of this chapter.

Sec. xx - Application for permit; fees.

- (A) Each person requesting a permit under this section shall file a written application with the Town of Harrisburg which shall contain the following information:
 - (1) The name and address of the individual filing the application;
 - (2) The name and address of the principal or employer if the applicant is an agent or employee;
 - (3) A description of the goods or services to be sold or offered;
 - (4) A statement as to whether the applicant intends to receive payment or deposit for goods or services to be delivered or rendered in the future;
 - (5) The inclusive dates which the applicant will carry on business within the Town;
 - (6) A statement as to which days of the week the applicant intends to conduct business;
 - (7) A complete description of the vehicle or method of transportation the applicant intends to use for business purposes while in the Town;
 - (8) A statement as to whether the applicant, his principal or employer or other person having management or supervisory function in the applicant's business, has been convicted of a criminal offense and, if so, the name of the person convicted, the nature of the offense, the punishment assessed and when and where the offense occurred;
 - (9) A statement as to which areas of the Town the applicant intends to conduct his or her business; and
 - (10) A list of all persons other than the applicant that will be authorized by the applicant to engage in soliciting in the applicant's behalf.

- (B) Each person filing application for issuance of a permit to solicit in the Town shall present a driver's license or an approved state-issued identification card with a photograph at the time of filing the application.
- (C) Fees for this permit will be updated annually in the Schedule of Fees adopted by Town Council.

Sec. xxx - Bond required.

- (A) Before any permit shall be issued under the provisions of this chapter, the applicant shall furnish a bond in the penal amount of \$5,000 to the Town signed by the applicant and as surety by some surety company authorized to do business in this state, conditioned upon the final delivery of goods, wares, merchandise, services, photographs, magazines and newspapers in accordance with the terms of any and all purchasers or customers for any and all defects in material and workmanship that may exist in the article sold by the principal on such bond at the time of delivery and that may be discovered by such purchaser or customer within 30 days after delivery. Such bond shall be for the use and benefit of all persons that may make any purchase or give any order to the principal on such bond or to any agent or employee of the principal. The principal shall be in effect for 180 days from expiration of this permit.
- (B) Only one bond shall be required of each applicant, even though such applicant shall have one or more agents or employees; provided such bond shall be made to cover the activities of all such agents or employees.
- (C) Applicants soliciting for recognized charitable organizations, churches, schools, civic organizations and similar neighborhood associations performing fund-raising activities for their organization are exempt from such bond.

Sec. xxx - Issuance of permit.

- (A) The Town of Harrisburg shall issue a permit to the applicant within five (5) working days of filing the application if it is determined that the applicant has complied with the provisions of this chapter and proposes to engage in a lawful commercial or professional enterprise.
- (B) The approved permit will be a letter on Town of Harrisburg letterhead signed by Town staff. The applicant, agent or employee must carry a copy of this letter along with an approved state identification card with a photograph at all times while engaged in business. The employee or agent's name must appear on the initial application and will be included on the letter.
- (C) The permit and identification must be displayed upon demand of any law enforcement officer.

Sec. xx - Denial or revocation of permit.

- (A) Any applicant denied a permit will be mailed a letter within five working days after making application, stating the reason for denial. Denial will be made if it is determined that provisions of this chapter have not been met or the applicant does not propose to engage in a lawful commercial or professional enterprise. Conviction of criminal offenses by the applicant or principals in the business which indicate a propensity for violence, theft, fraud or similar offenses may be cause for denial of a permit.
- (B) The Town of Harrisburg may revoke a permit issued under this chapter when there is a reasonable factual basis that doing so would be in the best interest of the health, safety, welfare or morals of the public. The Town shall mail a letter to the address listed for the applicant on the application notifying them of the reason for revocation.

Sec. xxx - Term of permit; renewal.

A permit shall be issued for the period requested in the application, provided however no permit shall be issued for a period exceeding 12 calendar months. Upon expiration of the permit, the applicant may apply for a renewal of the permit which shall indicate what changes, if any, have occurred since the

date the original application was completed. The Town of Harrisburg may renew and extend the permit for an additional term not to exceed 12 calendar months.

Sec. XXX - Transfer of permit.

A permit issued under this chapter is not transferable.

- (A) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Accosting means approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession.

After dark means from one-half-hour after sunset until one-half-hour before sunrise. The times of sunset and sunrise will be established by the times listed in The Charlotte Observer or another publication of similar distribution.

Beg, solicit or panhandle includes, without limitation, use of the spoken, written, or printed word, or other acts as are conducted in the furtherance of the purpose of immediately collecting contributions for the use of oneself or others. As used in this ordinance, the word "solicit," and its forms, includes begging and panhandling.

Financial institution means a bank, trust company, savings and loan association, credit union, check-cashing business or other entity principally engaged in the business of lending money or receiving or soliciting money on deposit.

Forcing oneself upon the company of another means:

- (1) Continuing to solicit in close proximity to the person addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;
 - (2) Blocking the passage of the person solicited; or
 - (3) Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.
- (B) *Prohibited acts.* It shall be unlawful for any person to beg, solicit or panhandle on a public sidewalk, public right-of-way or within a public park owned by the Town:
- (1) By accosting another, or by forcing oneself upon the company of another;
 - (2) Within 50 feet of the entrance to any financial institution or any automated teller machine, regardless of whether or not such automated teller machine is located at or near a financial institution;
 - (3) Within 50 feet of any outdoor dining area or outdoor merchandise area, provided such areas are in active use at the time;
 - (4) Within 50 feet of any transit stop or taxi stand;
 - (5) While the person being solicited is standing in line waiting to be admitted to a commercial establishment;
 - (6) While under the influence of alcohol, illegal drug or prescription medication unless prescribed by a licensed physician.
 - (7) By touching the person being solicited without that person's consent; or
 - (8) After dark by means of verbal communication.

- (C) *Public transportation vehicle.* It shall be unlawful for any person to beg, solicit or panhandle on a public transportation vehicle.
- (D) *Penalty.* Any person who violates any of the provisions of this section shall be guilty of a misdemeanor as provided in G.S. § 14-4 and, upon conviction, shall be subject to a maximum fine of \$500, or imprisonment, or both.

Sec. xxx - Penalty.

This chapter may be enforced by any or both of the following ways as provided by law:

- (A) Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$150 or imprisoned for not more than 10 days.
- (B) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$150 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

(Ord. XXXXX, passed XXXX)

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2020

GENERAL FEES

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

Miscellaneous Zoning Fees

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

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Bid Award to Ram Paving for Pavement Resurfacing Project under Powell Bill Funds

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the pavement resurfacing bid to Ram Paving in the amount of \$400,000.

Description/Background:

This improvement project shall consist of milling and paving approximately 1.8 miles of 2-lane road and 800 SY of partial depth repair, to be identified by the Town of Harrisburg at the time of the project. Project also consists of associated stop bar and cross walk striping.

Only one bid was received for this project, from RAM Paving. The total contract bid amount was \$444,081.54. With a budget of \$400,000, quantities were modified using the same unit prices to get the contract within budget. See attached bid tab for further detail.

The Town of Harrisburg receives funding from the State Powell Bill Program to go toward maintenance of Town-maintained roads.

For this project, pavement improvements will be made in Heatherstone Subdivision, Abbington Subdivision, and on Rocky River Crossing Road.

Recommendation:

Staff recommends approval of the attached bid proposal to Ram Paving for the Powell Bill Pavement Resurfacing Project.

Fiscal Impact:

The project has a budgeted cost of \$400,000. This will be funded from Powell Bill funds, provided by the State, for Town-maintenance to public roads, totaling \$400,000.

Attachments:

1. 2019 TOH Paving - Bid Tabs
2. Ram Paving Bid
3. Ram Paving - Unexecuted



Project 2019 Pavement Resurfacing Bid
Apparent Low Bidder: Ram Paving

				RAM PAVING		RED CLAY		GRANITE		BLYTHE	
Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price	Total Unit Price	Total Price	Total Unit Price	Total Price	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum	0	\$ -		\$ -		\$ -		\$ -
2	Traffic Control	1	Lump Sum	2500	\$ 2,500.00		\$ -		\$ -		\$ -
3	Milling of Existing Pavement - 1 - 1/2"	25,400	SY	3.25	\$ 82,550.00		\$ -		\$ -		\$ -
4	Milling of Existing Pavement - 2"	6,900	SY	3.25	\$ 22,425.00		\$ -		\$ -		\$ -
5	Tack Coat	2000	GAL	0	\$ -		\$ -		\$ -		\$ -
6	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	1060	CY	209.58	\$ 222,154.80		\$ -		\$ -		\$ -
7	Asphalt Concrete Surface Course, S9.5C (2.0" depth)	400	CY	200.56	\$ 80,224.00		\$ -		\$ -		\$ -
8	Stop Bar	28	Each	20	\$ 560.00		\$ -		\$ -		\$ -
9	Pedestrian Crossing Markings	3	Each	35	\$ 105.00		\$ -		\$ -		\$ -
10	Partial Depth Repair	800	SY	15.52	\$ 12,416.00		\$ -		\$ -		\$ -
Contract Price					\$ 422,934.80		\$ -		\$ -		\$ -
5% Contingency					\$ 21,146.74		\$ -		\$ -		\$ -
Total Contract Price					\$ 444,081.54		\$ -		\$ -		\$ -

BID FORM
PROPOSAL FORM
PROPOSAL TO THE TOWN OF HARRISBURG, NORTH CAROLINA
2019 STREET RESURFACING

Mallory Hodgson, P.E.
Town of Harrisburg, NC
4100 Main Street
Harrisburg, NC 28075

Ms. Hodgson,

Please find enclosed the proposal of  (BIDDER), organized and existing under the laws of the State of North Carolina and doing business as [COMPANY NAME], to the Town of Harrisburg (hereinafter called "Owner").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the PAVEMENT RESURFACING in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submitting this BID, the BIDDER, or in the case of a joint BID, each party thereto, certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The undersigned have full knowledge of the project site and the conditions of the proposal. The undersigned also, hereby agrees to furnish all the services, labor, materials and equipment necessary to complete these projects according to the Specifications and to accept as full compensation the lump sum or unit prices stated in the Bid Schedule for the work and for use when calculating the price of a deduction or an increase in quantities.

BIDDER hereby agrees to commence WORK under this Contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the period stipulated in the INSTRUCTIONS TO BIDDERS. BIDDER further agrees to pay liquidated damages as required and that the OWNER may retain liquidated damages from monies that are, or which may become due. The amount of such liquidated damages shall be as stipulated in the CONTRACT AGREEMENT FORM.

{Continued on the following page}

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATE	
1	7/17/2019	Revised the bid sheet and instructions to bidders to show that the work on line item 10 should clearly be "Partial Depth Repair". Also revised the specifications for Items 8 and 9 to refer to the NCDOT Roadway Standard Drawings. Revised Partial Depth Repair from 4" in depth to 2" in depth and revised from 400 SY to 800 SY. Revised various typographical error, this Addendum includes a New Instructions to Bidders, and New Proposal Bid Form Document. The previous forms are replaced in their entirety with these new forms. Item 6 Changed from S9.5B to S9.5C. A 5% Contingency was added to the total bid price.
2	8/6/19	Line item 6 was changed to 1060 CY of S9.5C Asphalt

We further agree that the Owner may reject any or all bids.

SUBMITTED BY:

Paul Pavement

Firm, Corporation or Individual

PO Box 49094, Charlotte NC 28299

Address

704-622-1300

Telephone Number

#65732

Contractor License Number

Signature: 

Date: 8.7.19

{Continued on the following page}



Project 2019 Pavement Resurfacing Bid

Firm, Corporation or Individual:

Address:

Telephone Number:

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum		\$ -
2	Traffic Control	1	Lump Sum	2500	\$ 2,500 -
3	Milling of Existing Pavement - 1-1/2"	25,400	SY	3.25	\$ 82,550 -
4	Milling of Existing Pavement - 2"	6,900	SY	3.25	\$ 22,425 -
5	Tack Coat	2000	GAL		\$ -
6	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	1060	CY	209.58	\$ 222,155 -
7	Asphalt Concrete Surface Course, S9.5C (2.0" depth)	400	CY	210.56	\$ 84,224 -
8	Stop Bar	28	Each	20 -	\$ 560 -
9	Pedestrian Crossing Markings	3	Each	35 -	\$ 105 -
10	Partial Depth Repair	800	SY	15.52	\$ 12,416 -
Contract Price					\$ 422,935 -
5% Contingency					\$ 21,146.75 -
Total Contract Price					\$ 444,081.75 -

CONTRACT FOR 2019 POWELL BILL RESURFACING

This Contract is by and between The Town of Harrisburg, NC (Owner) and
Ram Pavement (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. TOH 2019 Street Resurfacing (Powell Bill) which includes milling approximately 1.4 miles of 2-lane road to depth of 1.5" and resurfacing with 1.5" of surface course asphalt. Project also consists of milling approximately 0.25 miles of 2-lane road to depth of 2.0" and replacing with 2" of surface course asphalt. Project also includes 800 SY of partial depth repair, to be identified by the Town of Harrisburg at the time of the project. Project also consists of associated stop bar and cross walk striping. Contractor is responsible for traffic control.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed on or before December 15, 2019 and completed and ready for final payment on or before December 15, 2019.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for

delay (but not as a penalty) Contractor shall pay Owner \$200 for each day that expires after the Contract Time for substantial completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum	0	\$ -
2	Traffic Control	1	Lump Sum	2500	\$ 2,500.00
3	Milling of Existing Pavement - 1 - 1/2"	25,400	SY	3.25	\$ 82,550.00
4	Milling of Existing Pavement - 2"	4,050	SY	3.25	\$13,162.50
5	Tack Coat	2000	GAL	0	\$ -
6	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	1060	CY	209.58	\$222,154.80
7	Asphalt Concrete Surface Course, S9.5C (2.0" depth)	230	CY	200.56	\$46,128.80
8	Stop Bar	28	Each	20	\$ 560.00
9	Pedestrian Crossing Markings	3	Each	35	\$ 105.00
10	Partial Depth Repair	800	SY	15.52	\$ 12,416.00
Contract Price					\$379,577.10
Contingency					\$20,422.90
Total Contract Price					\$400,000.00

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Owner.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 6.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 6.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 6.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 6.05 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 6.06 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
 - C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or

defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Ram Pavement

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:

4100 Main Street, Suite 101

Harrisburg, NC 28075

Attn: Mallory Hodgson

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Bid Award to Ram Paving for Pavement Resurfacing Project under Bond Funds and related Declaration of Intent to Reimburse

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the bid to Ram Paving in the amount of \$350,000.00 and to approve the Declaration of Intent to Reimburse, as attached.

Description/Background:

This improvement project shall consist of approximately 25,000 square yards of pavement resurfacing, 400 square yards of partial depth repair, and 100 tons of incidental patching.

For this project, pavement improvements will be made on Rocky River Crossing Road, Camelot Subdivision, and Fenton Dell Subdivision.

Recommendation:

Staff recommends approval of the attached bid proposal to Ram Paving for the Bond Pavement Resurfacing Project and the attached Declaration of Intent to Reimburse.

Fiscal Impact:

The cost of this contract is \$350,000.

\$350,000 of this contract will utilize the 2017 Transportation Bond funding that will be received in late FY2020. This portion of the contract is related to the attached Declaration of Intent to Reimburse for funds that have or will be spent in advance of issuing the 2017 Transportation Bonds.

Attachments:

1. Ram Paving Bid
2. Ram Paving - Bid Tabs-ProjectMGR
3. Ram Paving - Draft Contract (Bond) Unexecuted
4. Declaration of Intent to Reimburse - 2017 Transportation Bonds - Paving



Project 2019 BOND Pavement Resurfacing Bid

Firm, Corporation or Individual:

Address:

Telephone Number:

*See Proposal for bid 49094 cit Mc 280977
Tel. 622-1300*

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum		\$ -
2	Traffic Control	1	Lump Sum	<i>2500</i>	\$ <i>2500</i>
3	Milling of Existing Pavement - 1 1/2"	2,800	SY	<i>4.25</i>	\$ <i>9,100</i>
4	Milling of Existing Pavement - 2"	10,000	SY	<i>3.15</i>	\$ <i>31,500</i>
5	Tack Coat	1500	GAL		\$ -
6	Asphalt Concrete Surface Course, \$9.5C (1.5" depth)	15,160	SY	<i>9.89</i>	\$ <i>149,932.40</i>
7	Asphalt Concrete Surface Course, \$9.5C (2.0" depth)	10,000	SY	<i>12.09</i>	\$ <i>120,900</i>
8	Stop Bar	23	Each	<i>20</i>	\$ <i>460</i>
9	Pedestrian Crossing Markings	9	Each	<i>35</i>	\$ <i>315</i>
10	Partial Depth Repair	400	SY	<i>15.52</i>	\$ <i>6,208</i>
11	Incidental Patching	100	TON	<i>140</i>	\$ <i>14,000</i>
Contract Price					\$ <i>345,915.40</i>
Contingency					\$ 10,000.00
Total Contract Price					\$ <i>345,915.40</i>



Project 2019 Bond Pavement Resurfacing Bid
Apparent Low Bidder: Ram Paving

				RAM PAVING		RED CLAY		GRANITE		BLYTHE		CAROLINA SITE WORKS	
Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price	Total Unit Price	Total Price	Total Unit Price	Total Price	Total Unit Price	Total Price	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum		\$ -	8500	\$ 8,500.00	4000	\$ 4,000.00		\$ -	\$ 15,000.00	\$ 15,000.00
2	Traffic Control	1	Lump Sum	2500	\$ 2,500.00	4500	\$ 4,500.00	33800	\$ 33,800.00		\$ -	\$ 27,500.00	\$ 27,500.00
3	Milling of Existing Pavement - 1 - 1/2"	2,800	SY	3.25	\$ 9,100.00	4.25	\$ 11,900.00	5.2	\$ 14,560.00		\$ -	\$ 4.80	\$ 13,440.00
4	Milling of Existing Pavement - 2"	10,000	SY	3.25	\$ 32,500.00	4.25	\$ 42,500.00	2.45	\$ 24,500.00		\$ -	\$ 4.70	\$ 47,000.00
5	Tack Coat	1500	GAL	0	\$ -	5.1	\$ 7,650.00	2.25	\$ 3,375.00		\$ -	\$ 4.30	\$ 6,450.00
6	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	15,160	SY	9.89	\$ 149,932.40	9.8	\$ 148,568.00	8.05	\$ 122,038.00		\$ -	\$ 11.10	\$ 168,276.00
7	Asphalt Concrete Surface Course, S9.5C (2.0" depth)	10,000	SY	12.09	\$ 120,900.00	12.6	\$ 126,000.00	10.25	\$ 102,500.00		\$ -	\$ 15.20	\$ 152,000.00
8	Stop Bar	23	Each	20	\$ 460.00	160	\$ 3,680.00	135	\$ 3,105.00		\$ -	\$ 400.00	\$ 9,200.00
9	Pedestrian Crossing Markings	9	Each	35	\$ 315.00	875	\$ 7,875.00	770	\$ 6,930.00		\$ -	\$ 700.00	\$ 6,300.00
10	Partial Depth Repair	400	SY	15.52	\$ 6,208.00	22.5	\$ 9,000.00	26.79	\$ 10,716.00		\$ -	\$ 41.00	\$ 16,400.00
11	Incidental Patching	100	TON	140	\$ 14,000.00	130	\$ 13,000.00	214	\$ 21,400.00		\$ -	\$ 130.00	\$ 13,000.00
Contract Price					\$ 335,915.40		\$ 383,173.00		\$ 346,924.00		\$ -		\$ 474,566.00
Contingency					\$ 14,084.60		\$ 14,084.60		\$ 14,084.60				\$ 14,084.60
Total Contract Price					\$ 350,000.00		\$ 397,257.60		\$ 361,008.60		\$ -		\$ 488,650.60

CONTRACT FOR 2019 BOND RESURFACING

This Contract is by and between The Town of Harrisburg, NC (Owner) and
Ram Pavement (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. This improvement project shall consist of "gutter-milling" approximately 0.6 miles of 2-lane road to depth of 1.5" and milling the complete pavement section of approximately 0.6 miles of 2-lane road to a depth of 2.0". Project also consists of resurfacing approximately 1.0 miles of two-lane road to a depth of 1.5" and resurfacing approximately 0.6 miles of 2-lane road to a depth of 2.0" with surface course asphalt. Project also includes 400 SY of partial depth repair and 100 tons of incidental patching, to be identified by the Town of Harrisburg at the time of the project. Project also consists of associated stop bar and cross walk striping.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

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

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Work will be substantially completed on or before December 15, 2019 and completed and ready for final payment on or before December 15, 2019.

3.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 3.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for

delay (but not as a penalty) Contractor shall pay Owner \$200 for each day that expires after the Contract Time for substantial completion.

3.03 Delays in Contractor's Progress

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

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Bid Item	Item Description	Est. Qty.	Unit	Total Unit Price	Total Price
1	Mobilization	1	Lump Sum	0	\$ -
2	Traffic Control	1	Lump Sum	2500	\$ 2,500.00
3	Milling of Existing Pavement - 1 - 1/2"	2,800	SY	3.25	\$ 9,100.00
4	Milling of Existing Pavement - 2"	10,000	SY	3.25	\$32,500.00
5	Tack Coat	1500	GAL	0	\$ -
6	Asphalt Concrete Surface Course, S9.5C (1.5" depth)	15,160	SY	9.89	\$149,932.40
7	Asphalt Concrete Surface Course, S9.5C (2.0" depth)	10,000	SY	12.09	\$120,900.00
8	Stop Bar	23	Each	20	\$ 460.00
9	Pedestrian Crossing Markings	9	Each	35	\$ 315.00
10	Partial Depth Repair	400	SY	15.52	\$ 6,208.00
11	Incidental Patching	100	Ton	140	\$ 14,000.00
Contract Price					\$335,915.40
Contingency					\$14,084.60
Total Contract Price					\$350,000.00

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Owner.

ARTICLE 5 - INSURANCE

5.01 Insurance

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.
- 6.02 Other Work at the Site
- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 6.03 Services, Materials, and Equipment
- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.
- 6.04 Subcontractors and Suppliers
- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- 6.05 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
 - B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 6.06 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
 - B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
 - C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

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

6.08 Warranties and Guarantees

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

6.09 Correction Period

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

6.10 Indemnification

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

employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

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

ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

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

8.02 Change Orders

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

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

9.02 Defective Work

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

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

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

10.02 Retainage

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

10.03 Review of Applications

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

10.04 Substantial Completion

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

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or

defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

10.06 Final Payment

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

10.07 Waiver of Claims

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

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

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

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

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

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

OWNER: Town of Harrisburg, NC

CONTRACTOR: Ram Pavement

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:

4100 Main Street, Suite 101

Harrisburg, NC 28075

Attn: Mallory Hodgson

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



TOWN OF HARRISBURG, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of the Town of Harrisburg, North Carolina (the "Borrower") with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Borrower anticipates incurring expenditures (the "Expenditures") for the pavement resurfacing, sidewalk construction, and intersection improvements projects, referred to as the "2017 Transportation Bond Projects."
2. **Plan of Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a publicly offered bond (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$4,000,000.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 9th day of September, 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 9th day of September, 2019.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Bid Award to Carolina Siteworks for FY2019 Waterline Improvement Project

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

Motion to award the bid to Carolina Siteworks in the amount of \$480,230.10 for the FY2019 Waterline Improvement Project.

Description/Background:

This project will improve water quality and fire flow to the existing neighborhood by upsizing existing 2" and 3" lines to 6" lines and adding fire hydrants. This project will occur on Patricia Avenue and Parallel Drive. Design and bidding of the project was completed by WK Dickson Engineering. The Town of Harrisburg Engineering Department will perform inspection and project management internally, providing a cost savings to the Town from the original project estimate.

A total of 5 bids were received, with Carolina Siteworks being the low bidder for the project and meets the qualifications to perform the work. The bid tab is attached to this agenda item for further review.

Recommendation:

Staff recommends approval of the attached bid proposal to Carolina Siteworks for the FY2019 Waterline Improvement Project.

Fiscal Impact:

The project has a cost of \$480,230.10. This will be funded from the Water and Sewer Capital Reserve Fund. The original construction budget for this project was \$775,000.

Attachments:

1. 2019-08-27 Recommendation of Award and Bid Tab
2. 1_Carolina Siteworks, Inc._Low-Responsible Bidder
3. Notice of Award
4. Agreement Form



August 27, 2019

Attn: Brian Lee
Finance Department
Town of Harrisburg
4100 Main Street, Ste. 101
Harrisburg, NC 28075

**RE: 2019 Water Line Replacements Project
Recommendation of Award
WK Dickson Project No.: 20180296.00.HI**

Dear Mr. Lee:

Enclosed is the Certified Bid Tabulation for the subject project. A total of five bids were received for this project. The three lowest responsive, responsible bidders, listed in ascending order are Carolina Siteworks, Inc., Zoladz Construction Co., Inc. and Atlantic Coast Contractors, Inc.

Our review of the bid documents submitted by the apparent low responsive bidder, Carolina Siteworks, Inc., found no irregularities. Having knowledge of Carolina Siteworks, Inc.'s experience with a project of this nature, we feel confident that they are prepared and capable to perform the work.

Based on our final review of all the bid tabulations, we recommend that the Town of Harrisburg award a contract for the total bid price in the amount of \$480,230.10 to Carolina Siteworks, Inc., to perform the subject work. We appreciate the opportunity to provide this service for the Town of Harrisburg, and we are available to answer any questions you may have.

Sincerely,

W. K. Dickson & Co., Inc.

A handwritten signature in blue ink, appearing to read 'Jordan Isenhour', written over a horizontal line.

Jordan Isenhour, PE

Enclosure

cc: Rob Donham, Public Works Director-Town of Harrisburg
Mallory Hodgson, Town of Harrisburg

401 4th Street, SW
Suite 201
Hickory, NC 28601
Tel. 828.327.6911
Fax 828.327.9164
www.wkdickson.com

Transportation • Water Resources • Urban Development • Geomatics

BID TABULATION
TOWN OF HARRISBURG, NC
2019 WATER LINE REPLACEMENTS PROJECT
BID DATE: AUGUST 27, 2019 @ 10:00 AM

				1	2	3	4	5					
				Carolina Siteworks, Inc. PO Box 280 China Grove, NC 28023 License No. 45224	Zoladz Construction Co., Inc. 13600 Railroad Street Alden, NY 14004 License No. 72142	Atlantic Coast Contractors, Inc. 7680 Townsend Drive Denver, NC 28037 License No. 10553	Propst Construction Company 170 Blume Ave SW Concord, NC 28025 License No. 1323	State Utility Contractors, Inc. 4417 Old Charlotte Highway Monroe, NC 28110 License No. 17793					
Item	Item Description	Quantity	Unit	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price
	Patricia Avenue and Parallel Drive												
1	Mobilization	1	LS	23,286.00	\$ 23,286.00	23,600.00	\$ 23,600.00	32,000.00	\$ 32,000.00	30,000.00	\$ 30,000.00	33,500.00	\$ 33,500.00
2	Incidental Stone Bedding	204	CY	76.00	\$ 15,504.00	64.00	\$ 13,056.00	75.00	\$ 15,300.00	75.00	\$ 15,300.00	58.00	\$ 11,832.00
3	Rock Excavation	71	CY	300.00	\$ 21,300.00	307.00	\$ 21,797.00	410.00	\$ 29,110.00	200.00	\$ 14,200.00	300.00	\$ 21,300.00
4	Erosion and Sedimentation Control Measures	1	LS	2,500.00	\$ 2,500.00	9,820.00	\$ 9,820.00	16,300.00	\$ 16,300.00	15,180.00	\$ 15,180.00	15,500.00	\$ 15,500.00
5	Open Cut/Patch Gravel Drive @ 5' Width	30	LF	18.30	\$ 549.00	44.00	\$ 1,320.00	39.50	\$ 1,185.00	45.00	\$ 1,350.00	40.00	\$ 1,200.00
6	Open Cut/Patch Asphalt Drive @ 5' Width	71	LF	83.00	\$ 5,893.00	75.00	\$ 5,325.00	71.50	\$ 5,076.50	80.00	\$ 5,680.00	60.00	\$ 4,260.00
7	Open Cut/Trench Repair/Patch Asphalt Surface @ 5' Width-Non NCDOT Road	95	LF	113.20	\$ 10,754.00	76.00	\$ 7,220.00	125.00	\$ 11,875.00	100.00	\$ 9,500.00	120.00	\$ 11,400.00
8	Open Cut/Trench Repair/Patch Asphalt Surface @ Width per NCDOT Detail - NCDOT Road	5	LF	1,422.00	\$ 7,110.00	630.00	\$ 3,150.00	1,050.00	\$ 5,250.00	1,000.00	\$ 5,000.00	1,000.00	\$ 5,000.00
9	Open Cut/Patch Concrete Surface	128	SY	140.00	\$ 17,920.00	158.00	\$ 20,224.00	213.00	\$ 27,264.00	175.00	\$ 22,400.00	120.00	\$ 15,360.00
9A	Dry Bore Concrete Surface-Alternate to Line Item 9	13	EA	2,857.00	\$ 37,141.00	2,920.00	\$ 37,960.00	1,530.00	\$ 19,890.00	2,250.00	\$ 29,250.00	1,800.00	\$ 23,400.00
10	Restoration of Disturbed Areas	1	LS	15,964.00	\$ 15,964.00	11,904.00	\$ 11,904.00	65,200.00	\$ 65,200.00	18,575.00	\$ 18,575.00	15,000.00	\$ 15,000.00
11	Connection to Existing Line	7	EA	3,800.00	\$ 26,600.00	4,286.00	\$ 30,002.00	9,490.00	\$ 66,430.00	5,750.00	\$ 40,250.00	3,000.00	\$ 21,000.00
12	6" PVC Water Line	2968	LF	42.50	\$ 126,140.00	40.00	\$ 118,720.00	58.00	\$ 172,144.00	100.00	\$ 296,800.00	112.00	\$ 332,416.00
13	6" Ductile Iron Water Line	175	LF	55.00	\$ 9,625.00	130.00	\$ 22,750.00	90.00	\$ 15,750.00	115.00	\$ 20,125.00	126.00	\$ 22,050.00
14	4" Ductile Iron Sewer Lateral	40	LF	148.00	\$ 5,920.00	116.00	\$ 4,640.00	206.00	\$ 8,240.00	80.00	\$ 3,200.00	110.00	\$ 4,400.00
15	8" Ductile Iron Gravity Sewer	60	LF	225.00	\$ 13,500.00	104.00	\$ 6,240.00	272.00	\$ 16,320.00	165.00	\$ 9,900.00	220.00	\$ 13,200.00
16	3" Ductile Iron Water Line	18	LF	70.00	\$ 1,260.00	300.00	\$ 5,400.00	70.00	\$ 1,260.00	80.00	\$ 1,440.00	180.00	\$ 3,240.00
17	2-1/2" PVC Water Line	35	LF	35.00	\$ 1,225.00	94.00	\$ 3,290.00	50.00	\$ 1,750.00	75.00	\$ 2,625.00	90.00	\$ 3,150.00
18	Fire Hydrant with Gate Valve	8	EA	5,400.00	\$ 43,200.00	6,181.00	\$ 49,448.00	5,000.00	\$ 40,000.00	6,500.00	\$ 52,000.00	5,500.00	\$ 44,000.00
19	6" Gate Valve with adjustable cast-iron box	12	EA	1,464.00	\$ 17,568.00	1,750.00	\$ 21,000.00	1,125.00	\$ 13,500.00	1,500.00	\$ 18,000.00	1,100.00	\$ 13,200.00
20	Abandon Existing Water Lines	2	EA	500.00	\$ 1,000.00	664.00	\$ 1,328.00	775.00	\$ 1,550.00	1,200.00	\$ 2,400.00	600.00	\$ 1,200.00
21	Abandon Existing Valves	3	EA	500.00	\$ 1,500.00	674.00	\$ 2,022.00	315.00	\$ 945.00	1,105.00	\$ 3,315.00	400.00	\$ 1,200.00
22	Abandon Existing Fire Hydrant Assemblies	2	EA	500.00	\$ 1,000.00	816.00	\$ 1,632.00	550.00	\$ 1,100.00	1,550.00	\$ 3,100.00	600.00	\$ 1,200.00
23	New Long-Side Residential Service Connection	15	EA	1,723.00	\$ 25,845.00	2,002.00	\$ 30,030.00	2,150.00	\$ 32,250.00	1,750.00	\$ 26,250.00	2,500.00	\$ 37,500.00
24	New Short-Side Residential Service Connectin	17	EA	1,474.00	\$ 25,058.00	1,410.00	\$ 23,970.00	1,510.00	\$ 25,670.00	1,500.00	\$ 25,500.00	1,300.00	\$ 22,100.00

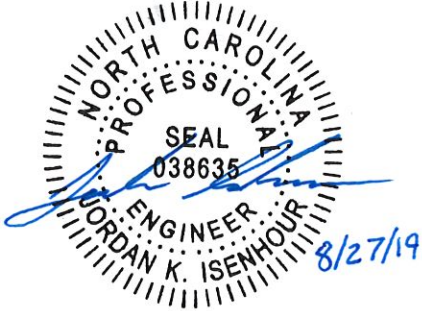
BID TABULATION
TOWN OF HARRISBURG, NC
2019 WATER LINE REPLACEMENTS PROJECT
BID DATE: AUGUST 27, 2019 @ 10:00 AM

				1	2	3	4	5					
				Carolina Siteworks, Inc. PO Box 280 China Grove, NC 28023 License No. 45224	Zoladz Construction Co., Inc. 13600 Railroad Street Alden, NY 14004 License No. 72142	Atlantic Coast Contractors, Inc. 7680 Townsend Drive Denver, NC 28037 License No. 10553	Propst Construction Company 170 Blume Ave SW Concord, NC 28025 License No. 1323	State Utility Contractors, Inc. 4417 Old Charlotte Highway Monroe, NC 28110 License No. 17793					
Item	Item Description	Quantity	Unit	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price
	Subtotal: Patricia Avenue and Parallel Drive (Bid Items 1 through 24)				\$ 457,362.00		\$ 475,848.00		\$ 625,359.50		\$ 671,340.00		\$ 677,608.00
	5% Contingency Allowance of Subtotal:				\$ 22,868.10		\$ 23,792.40		\$ 31,267.98		\$ 33,567.00		\$ 33,880.40
	Total Bid:				\$ 480,230.10		\$ 499,640.40		\$ 656,627.48		\$ 704,907.00		\$ 711,488.40

To the best of my knowledge, I hereby certify that the above is a true and correct tabulation of bids received on August 27, 2019.

Atlantic Coast's bid extensions had discrepancies as noted:
Bid Item #15 and #16 extensions were incorrect. Atlantics' bid of \$641,759.48 was low by (-\$14,868.00)

Jordan Isenhour, PE
Project Engineer
W.K. Dickson & Co., Inc.
NC-License F-0374



DOCUMENT 00 40 00
AFFIDAVIT OF COMPLIANCE

With State E-Verify Statutes

STATE OF NC

COUNTY OF Rowan

I, J. D. SHELL (hereinafter the "Affiant"), duly authorized by and on behalf of CAROLINA SITEWORKS INC. (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the PRESIDENT (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☒ Employer employs 25 or more employees in the state, and is in compliance with the provisions of state statutes. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

____ Employer employs fewer than 25 employees and is therefore not subject to the provisions of state statutes.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of state statutes.
5. Employer shall keep W.K. Dickson & Co., Inc. informed of any change in its status.

This the 26 day of August, 2019.

J.D. Shell
Signature of Affiant
Print or Type Name: J.D. SHELL

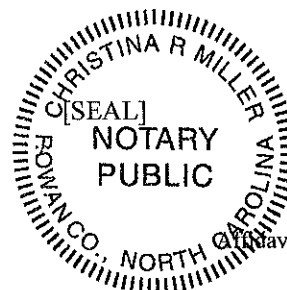
STATE OF NC

COUNTY OF Rowan

Sworn to and subscribed before me, this 26th day of August, 2019.

Christina Miller
Notary Public

My commission expires: 10/17/2019



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DOCUMENT 00 41 43
BID FORM - UNIT PRICES

Proposal of CAROLINA SITEWORKS, Inc. (hereinafter called "Bidder");
(Bidder)

organized and existing under the laws of the State of North Carolina, doing business as (☒) a corporation,
(☐) a partnership, (☐) an individual for Harrisburg, (hereinafter called "Owner").

In compliance with your Invitation to Bid, Bidder hereby proposes to perform all work for the construction of 2019 Water Line Replacements, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 150 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day *that the Contractor fails to complete the work indicated* thereafter. Contract Documents – Are defined in the Agreement Form (Document 00 52 15) and Standard General Conditions (Document 00 72 15).

Bidder acknowledges receipt of the following Addenda:

Addendum No. 1, dated	<u>8-14-19</u>	, Signature	<u>J. D. Snel</u>
Addendum No. 2, dated	<u>8-20-19</u>	, Signature	<u>J. D. Snel</u>
Addendum No. 3, dated		, Signature	
Addendum No. 4, dated		, Signature	
Addendum No. 5, dated		, Signature	

BID

PATRICIA AVE. AND PARALLEL DR.						
Item No.	Spec Section	Item Description	Unit	Unit Quantity	Unit Price	Total Bid Price
1	01 71 13	Mobilization	LS	1	23,286.00	23,286.00
2	31 23 17	Incidental Stone Bedding	CY	204	76.00	15,504.00
3	31 23 18	Rock Excavation	CY	71	300.00	21,300.00
4	31 25 13	Erosion and Sedimentation Control Measures	LS	1	2,500.00	2,500.00
5	32 11 23	Open Cut/Patch Gravel Drive @ 5' Width	LF	30	18.30	549.00
6	32 12 16	Open Cut/Patch Asphalt Drive @ 5' Width	LF	71	83.00	5,893.00
7	32 12 16	Open Cut/Trench Repair/Patch Asphalt Surface @ 5' Width – Non NCDOT Road	LF	95	113.20	10,754.00
8	32 12 16	Open Cut/Trench Repair/Patch Asphalt Surface @ Width per NCDOT Detail – NCDOT Road	LF	5	1,422.00	7,110.00
9	32 13 13	Open Cut/Patch Concrete Surface	SY	128	140.00	17,920.00
9a	32 13 13	Dry Bore Concrete Surface – Alternate to Line Item 9	EA	13	2,857.00	37,141.00
10	32 92 19	Restoration of Disturbed Areas	LS	1	15,964.00	15,964.00
11	33 11 00	Connection to Existing Line	EA	7	3,800.00	26,600.00
12	33 11 00	6" PVC Water Line	LF	2,968	42.50	126,140.00
13	33 11 00	6" Ductile Iron Water Line	LF	175	55.00	9,625.00
14	33 11 00	4" Ductile Iron Sewer Lateral	LF	40	148.00	5,920.00
15	33 11 00	8" Ductile Iron Gravity Sewer	LF	60	225.00	13,500.00
16	33 11 00	3" Ductile Iron Water Line	LF	18	70.00	1,260.00
17	33 11 00	2-1/2" PVC Water Line	LF	35	35.00	1,225.00
18	33 11 00	Fire Hydrant with Gate Valve	EA	8	5,400.00	43,200.00
19	33 11 00	6" Gate Valve with adjustable cast-iron box	EA	12	1,464.00	17,568.00
20	33 11 00	Abandon Existing Water Lines	EA	2	500.00	1,000.00

PATRICIA AVE. AND PARALLEL DR.						
Item No.	Spec Section	Item Description	Unit	Unit Quantity	Unit Price	Total Bid Price
21	33 11 00	Abandon Existing Valves	EA	3	500.00	1,500.00
22	33 11 00	Abandon Existing Fire Hydrant Assemblies	EA	2	500.00	1,000.00
23	33 12 13	New Long-Side Residential Service Connection	EA	15	1,723.00	25,845.00
24	33 12 13	New Short-Side Residential Service Connection	EA	17	1,474.00	25,058.00
SUBTOTAL BASE BID ITEMS 1 THROUGH 24:						457,362.00
5% CONTINGENCY ALLOWANCE OF SUBTOTAL:						22,868.10
TOTAL BID PRICE:						480,230.10

CONTINGENCY ALLOWANCE

All bidders shall include in the proposal a General Construction Contingency Allowance per Section 01 20 00 in the amount of 5% of the Subtotal Price Bid.

TOTAL BID PRICE (Sum of Subtotals and Allowances)

Having examined the Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the following Total Bid Price of:

Four hundred eighty thousand two hundred thirty + 10/100 Dollars (\$ 480,230.10)
 (Words) (Numbers)

Respectfully submitted:

CAROLINA SITEWORKS, INC.
Business Name

J.D. SHELL
Printed/Typed Name

PRESIDENT
Title

PO Box 280, China Grove NC 28023
Business Address

J.D. Shell
Signature

8-26-19
Date

NC 45224
Name of Licensing State and License Number

704-855-7483
Telephone Number

Seal - If Bid is by a Corporation

300 WADE DR CHINA GROVE NC 28023
Corporate (Partnership) Address

NC
State of Incorporation

704-855-7483
Telephone Number

Attest: John J. Ruddy III
Name
Vice President
Title

Note: For a valid bid, the Bid Form and Bid Bond must both be properly signed by the President of the firm or an officer authorized to sign contracts for the firm.

12. 8. 1943

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Carolina Siteworks, Inc. _____ as
principal, and Merchants National Bonding, Inc. _____, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Town of Harrisburg, NC _____ as obligee,
in the penal sum of Five Percent of Amount Bid _____ 5% _____ DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 27th day of August, 2019

WHEREAS, the said principal is herewith submitting proposal for

2019 Water Line Replacements, Harrisburg, NC
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Carolina Siteworks, Inc. _____ (SEAL)

By: J.D. Smith _____ (SEAL)

_____ (SEAL)

Merchants National Bonding, Inc. _____ (SEAL)

By: Wendy E Lahm _____ (SEAL)
Wendy E Lahm, Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy E Lahm

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond
Principal: Carolina Siteworks, Inc.
Obligee: Town of Harrisburg, NC

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of August, 2019.

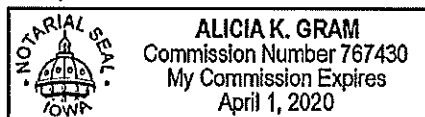


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of August, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of August, 2019.



William Warner Jr.
Secretary

DOCUMENT 00 62 39
MINORITY BUSINESS ENTERPRISES

*MINORITY BUSINESS PARTICIPATION AFFIDAVITS (A & B), AND
IDENTIFICATION FORM
(REQUIRED WITH INITIAL BID)*

The Minority Business Participation goal established for this project is 10%. In accordance with Section 143-128.2, General Statutes of North Carolina, all bidders are required to provide information relative to minority business enterprises that will be used as construction subcontractors, vendors, suppliers or providers of professional services for the proposed project. This information must be provided with the bid by completing the "Identification of Minority Business Participation" form that is included with the Bid documents. The total dollar value of the Bid that is to be performed by Minority business contracting must also be included on the form.

Also included with the bid documents is Affidavit A and Affidavit B. Each bidder must complete Affidavit A (Listing of Good Faith Efforts) that outlines the good faith efforts made to comply with the minority business participation requirements for the proposed project. If a bidder intends to perform 100% of the Work with its own forces, then Affidavit B (intent to Perform Contract With Own Workforce) must be completed and submitted instead of Affidavit A.

Bidder is instructed to read this information carefully prior to completing and submitting the bid.

Please note that submittal and proper completion of the required minority business participation forms must be provided in order for the bid to be considered responsive.

*MINORITY BUSINESS PARTICIPATION AFFIDAVITS (C & D)
(REQUIRED BY THE APPARENT LOW BIDDER)*

Within 72 hours of notification of being the apparent lowest responsible, responsive bidder (time period can be extended by owner if determined to be appropriate), Bidder shall file either Affidavit C or Affidavit D as follows:

If the portion of the Work for the proposed project to be performed by minority business enterprises equals 10% or more of the total contract price, then Affidavit C must be completed and submitted by the Bidder. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort.

If the portion of the Work for the proposed project to be performed by minority business enterprises is less than 10% of the total contract price, then Affidavit D must be completed and submitted by the Bidder. The document must be supplemented by evidence of all good faith efforts that were implemented, including advertisements, solicitations, and other specific actions taken demonstrating recruitment and selection of minority business enterprises for participation in the contract.

If Affidavit "B" (self-performance of work) was submitted with bid, then sufficient information must be provided to demonstrate that the bidder does not customarily subcontract on this type of project.

Bidder is instructed to read this information carefully prior to completing and submitting the bid.

Following contract award, the contractor will be required to provide a finalized listing of the minority business enterprises that will be participating in the project.

Please note that submittal and proper completion of the required minority business participation forms must be provided in order for the bid to be considered responsive.

Include with Bid

Identification of Minority Business Participation

State of North Carolina -- AFFIDAVIT A -- Listing of Good Faith Efforts

County of Cabarrus

Affidavit of (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☒ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

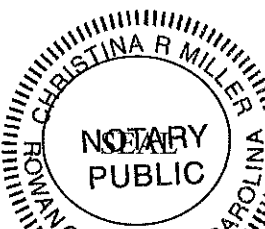
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8-26-19 Name of Authorized Officer: J.D. Siler

Signature: J.D. Siler

Title: President



State of North Carolina, County of Rowan

Subscribed and sworn to before me this 26th day of August 2019

Notary Public Christina Miller

My commission expires 10/17/2019

Include with Bid

Identification of Minority Business Participation

**State of North Carolina -- AFFIDAVIT B -- Intent to Perform Contract with Own
Workforce.**

County of Cabarrus

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the 2018 Water Line Replacements contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

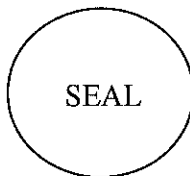
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

Include with Bid

Identification of Minority Business Participation

I, CAROLINA SITEWORKS, Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
AMP UTILITY DISTRIBUTOR SERVICES LLC	UTILITY SUPPLIES	I=
3482 Hwy 51 W		
Fort Mill SC 29715		
704-248-8100		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 50,000⁰⁰

DOCUMENT 00 51 00
NOTICE OF AWARD

TO:

Carolina Siteworks

PO Box 280, China Grove, NC 28023 - License Number 45224

Project Description: Work of the Project includes the replacement of approximately 2,230 LF of 6-inch water line along Parallel Drive (Patricia Avenue to Roberta Road); and 900 LF of 6-inch water line along Patricia Avenue (Autumn Drive to Parallel Drive; including all necessary appurtenances for a successful project completion.

The Owner has considered the bid submitted by you on August 27, 2019 for the above described Work in response to its Invitation to Bid.

You are hereby notified that your Bid has been accepted in the amount of \$480,230.10.

You are required by the Instructions to Bidders to execute the Agreement form and furnish the required Contractor's Performance Bond, Payment Bond, Power of Attorney, and Certificates of Insurance within ten calendar days from the date of this notice to you.

If you fail to execute said Agreement form and to furnish said bonds within ten days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to acknowledge where indicated and return a copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2019. Town of Harrisburg, Owner

ACCEPTANCE OF NOTICE OF AWARD
Receipt of this Notice of Award is
hereby acknowledged and accepted.

By: Haynes Brigman, Town Manager
(Printed/Typed Name)

Signature: _____

Title: _____

Company Name

By: _____
(Printed/Typed Name)

Signature: _____

Title: _____

Date: _____

DOCUMENT 00 52 15
AGREEMENT FORM

THIS AGREEMENT, made the _____ day of _____ 2019 by and between the Town of Harrisburg, hereinafter called "Owner", and Carolina Site Works doing business as (X) a corporation, () a partnership, () an individual, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the 2019 Water Line Replacements Project.
2. The Contractor will furnish all of the materials, supplies, tools equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed. Work will be fully complete within 180 calendar days from the date of the Notice to Proceed. Should the Contractor fail to complete the work within the time stated above, the Contractor agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter until said work is fully complete.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms herein for the sum of \$480,230.10, Four Hundred Eighty Thousand Two Hundred Thirty Dollars and Ten Cents (Words), as shown in the Bid.
5. The term "Contract Documents" means and includes the following:
 - Invitation to Bid
 - Instructions to Bidders
 - Available Project Information
 - Affidavit of Compliance
 - Iran Divestment Act
 - Bid Form
 - Memo of Negotiation of Construction Contract
 - Bid Bond
 - Notice of Award
 - Agreement Form
 - Notice to Proceed
 - Performance Bond and Payment Bond
 - Contractor's Affidavit
 - Minority Business Enterprises
 - Tax Statement
 - Material Inventory
 - General Conditions
 - Special Provisions
 - Addendum (Sample)
 - Change Order (Sample)

Technical Specifications

Drawings prepared by W. K. Dickson & Co. Inc., 401 4th Street, SW, Suite 201,
Hickory, NC 28602, dated July 16, 2019.

6. The Owner will pay to the Contractor in the manner and such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 3 counterparts, each of which shall be deemed an original on the date first above written.

OWNER:

ATTEST:

Town of Harrisburg

By (Signature) _____

By (Signature) _____

Printed Name _____

Printed Name _____

Title _____

Title _____

(Seal)

CONTRACTOR:

ATTEST:

By (Signature) _____

By (Signature) _____

Printed Name _____

Printed Name _____

Title _____

Title _____

(Seal)

I certify that this contract was approved by the _____ on _____
_____, 20____, and that sufficient appropriation is available against which an encumbrance has
been recorded.

Date: _____
Budgetary Accounting



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract with Gavel and Dorn Engineering for Design of Frances Haven and Farmington Pump Stations Decommissioning

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the contract to Gavel and Dorn Engineering in the amount of \$60,690 for the design of Frances Haven and Farmington pump stations decommissioning.

Description/Background:

Approximately 1,700 LF of 8-inch gravity sewer will connect from the existing Frances Haven and Farmington pump stations and connect to the Town's existing line on Buckingham Lane to decommission existing pump stations.

Decommissioning the pump stations would lower electricity costs, maintenance, and would eliminate the need for future upgrades.

Recommendation:

Staff recommends approval of the attached proposal to Gavel and Dorn Engineering for the design of Frances Haven and Farmington pump stations decommissioning.

Fiscal Impact:

This design project has a cost of \$60,690. This will be funded from the Water and Sewer Capital Reserve Fund, and the original budget for design was \$92,000.

The lasting fiscal impact of this project is decreased operation and maintenance costs and elimination of future pump station grades.

Attachments:

1. 20190829 Frances Haven Farmington PS Decommissioning Scope

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between Town of Harrisburg, North Carolina ("Owner") and Gavel & Dorn Engineering, PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Frances Haven & Farmington Pump Station Decommissioning Project ("Project").

Engineer's services under this Agreement are generally identified as follows: Design, Bidding and Construction services for new sanitary sewer main ("Services"). See Attachment 'A'.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **See Attachment A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Attachment B.
3. The total compensation for Services and reimbursable expenses is estimated to be **\$60,690** for Attachment A.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix B.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform

Appendix 1, Standard Hourly Rates Schedule.

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and American Society of Civil Engineers. All rights reserved.

and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces,

utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments*: Attachment A Scope of Engineering Services , Attachment B 2019 Rate Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Harrisburg, NC

Engineer: Gavel & Dorn Engineering, PLLC

By: _____

By: _____

Print name: _____

Print name: Sean Mayo, PE

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

P-0601

State of: North Carolina

Address for Owner's receipt of notices:

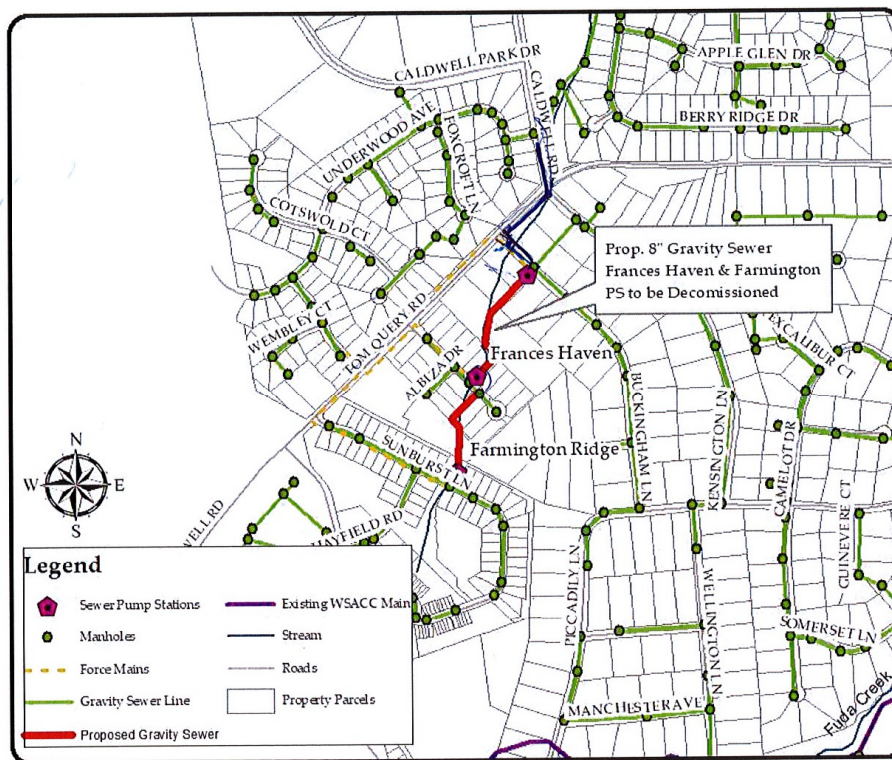
Address for Engineer's receipt of notices:

PO Box 1791
Denver, North Carolina 28037

Attachment A
Town of Harrisburg
Frances Haven and Farmington Pump Station Decommissioning Project
Scope of Work for Engineering Services

Introduction

The Town of Harrisburg (Town) seeks to decommission the Frances Haven and Farmington wastewater pumping stations and force mains by constructing a new gravity sanitary sewer main. This will lower operations and maintenance costs for the Town and eliminate future upgrades. Figure 1 illustrates the proposed alignment of the gravity sewer as proposed by the Town.



Gavel & Dorn Engineering (G&D) has reviewed available GIS data and discussed the project with the Town to prepare this scope of work. Based on preliminary review of the topography of the project area, G&D has determined that abandonment of both pump stations via new gravity sewer main is feasible. The scope of work is based on the following assumptions:

- ✓ A total of approximately 1,700 LF of gravity sewer will be constructed;
- ✓ The proposed gravity sewer route is generally feasible with respect to topography, constructability, easement acquisition, and permitting issues such as wetlands, stream crossings, etc.;
- ✓ Final design may require up to two stream crossings that may require construction as aerial stream crossings;

- ✓ No wetlands permitting will be required. No permanent stream impacts will be required, and all activities will be allowed under Nationwide Permits. No formal notification of the Army Corp of Engineers (ACOE) or the North Carolina Department of Water Quality (DEQ) will be required based on temporary impacts only.
- ✓ The existing generators, control panels, pumps, and slide rail apparatus are to be salvaged from the pump stations for use by the Town;
- ✓ The pump stations will remain operable during construction so no bypass pumping plan is required;
- ✓ No soil borings or sub surface investigation will be completed;
- ✓ Easement acquisition will be required for the project and include both permanent and temporary construction. G&D's subconsultant will provide easement plats to the Town. Town personnel will responsible for all easement acquisition effort;
- ✓ All permit fees charged by regulatory agencies will be reimbursed to G&D at cost; and
- ✓ All project meetings will be held at the Town's offices.

The proposed scope of work is broken into four phases: (1) Preliminary Design, (2) Design, (3) Bidding, and (4) Construction. Proposed tasks for completing the aforementioned work will be as follows:

Scope of Work

Phase 1: Preliminary Design

Under this phase of the project, G&D will provide engineering services necessary to provide the basis for design for the new gravity sewer and decommissioning of the two pump stations and force mains. Work includes review of available GIS maps, design drawings, operating data, topographic maps, etc., field survey (by subconsultant), assessment of existing facility conditions, evaluation of site alternatives and acquisition plats where required, preparation of a preliminary design alignment with development of a revised opinion of probable construction cost (OPC). G&D will present the preliminary design alignment, revised OPC and capacity analysis in a memorandum format to Town staff for review prior to beginning final design.

Task 1.1 – Site Visit and Route Assessment

G&D staff will visit both pump stations to become familiar with the sites and determine approximate locations where sewage can be intercepted and re-routed via 8-inch gravity sewer from the Farmington Pump Station to the Frances Haven Pump Station, then from the Frances Haven Pump Station to Buckingham Lane. During this visit, G&D personnel will walk the anticipated sewer main route and flag the routes so that they may be surveyed. G&D will also assess site characteristics that will impact feasibility and cost.

Task 1.2 – Field Survey

Concord Engineering & Surveying, Inc. (CESI), as a subconsultant to G&D, will conduct a field survey of the project area. The survey will serve as the base map for the design drawings and easement acquisition maps. Survey will include the location of key planimetric features in the project area, creek locations,

underground utilities and limited topographic information. The width of survey will be limited to 30-feet from the top of bank on each side of the creek. Property lines along the routes will be surveyed. Survey will be tied to the North Carolina State Plane grid coordinate system. The survey map will be supplemented with Utility GIS data as appropriate.

Task 1.3 Existing Sanitary Sewer Capacity Evaluation

Construction of the proposed new gravity sewer will convey additional flow to the gravity main located on Buckingham Lane. G&D will evaluate the ability of the existing gravity sewer to accommodate the additional flow. A pump station located on Buckingham Lane was decommissioned in 2017 and will be the connection point of the proposed Frances Haven and Farmington Pump Station Decommissioning Project. Number of residences with the sewage drainage basin area for Huntwick, Frances Haven and Farmington will be assessed to determine the total contributing flow. In addition, available pump station run time data and record drawings of Frances Haven & Farmington pump stations will be reviewed. Calculated flows will then be multiplied by a peaking factor to determine maximum anticipated flows. The anticipated flow will then be compared to the available capacity of the existing gravity main. Temporary flow metering services, if necessary, can be provided as an additional service.

Task 1.4 – Preliminary Design Memorandum

G&D will prepare a design memorandum that presents information collected under Task 1. A preliminary alignment with a final route, slopes and pipe diameter will be prepared. G&D will document and describe the ability of the Buckingham Lane gravity main to handle wastewater flow. In addition, G&D will update the opinion of probable cost for the decommissioning of the pump station. G&D will use recent sanitary sewer construction bid tabulations from Harrisburg and other cities in the region as a basis for developing opinions of probable construction cost (OPC) for implementing the recommended sewer alignment. G&D will present the memorandum and maps via email for review and commentary. After receiving commentary, G&D will finalize the preliminary design memorandum, and with approval from the Town, and proceed to the design phase.

Phase 2: Design Phase

G&D will provide all engineering services required to obtain the necessary permits and build the project. These services include: interaction with outside agencies, easement plat preparation for property acquisition, final design, and preparation of contract documents. This phase includes but is not limited to review and approval from the North Carolina Division of Environmental Quality (DEQ) for Permit to Construct and Sediment and Erosion Control permits.

Task 2.1 – Prepare Construction Contract Documents

G&D will prepare design drawings and specifications for the proposed work. The contract documents will address all aspects of the work required for the recommended improvements. The design drawings will be developed from survey information obtained from Task 1 and direct field investigation by G&D. G&D assumes that the Water & Sewer Authority of Cabarrus County (WSACC) standard details and specifications applicable for any portion of the work will be incorporated in the design. G&D will make available seventy-five and ninety-five percent complete drawings for review by the Town. As part of this

task, CESI will prepare up to nine full size easement plats of the project area upon which all relevant data will be shown. (Survey cost included in fee)

Task 2.2 – Easement Plats

Using the project's design drawings and the existing conditions survey mentioned above as a base, CESI will prepare and provide up to nine easement/right-of-way plats/exhibits suitable for deed recordation in the Cabarrus County Register of Deeds. It is understood that these plats will be for use in conveyance of easements and rights-of-way necessary for the construction of the designed improvements. Each plat will include the associated area of each new easement or taking. These plats will be submitted to the Town to ascertain municipal review, approval, and recordation.

As stated in the North Carolina Board of Examiners for Engineers and Surveyors (NCBELS), Easement Creation and Staking Policy (BP-1003-2 Rev. 2, approved September 15, 2011), each new easement area will be field monumented at all points that cross or form a property boundary line. These locations will be monumented by placing 5/8-inch diameter by 18 inch in length reinforcing bar at these locations. When easement corner locations are situated interior to exterior parcel boundaries, no monument or rebar will set. It is assumed that up to nine (9) parcels may require easement plats/staking.

Task 2.3 – Permitting Services

G&D anticipates the following permits being required prior to construction:

1. The new sewers require a permit to construct from NCDEQ.
2. The new sewers will disturb more than 1 acre, and thus require a NCDEQ Sediment and Erosion Control permit.

The Town's collection system permit will also have to be updated to reflect the removal of the pump stations. We do not anticipate any permits being specifically required to decommission the pump stations other than those discussed herein. G&D will confer with applicable permitting agencies and assist in obtaining any permits required prior to and during construction.

Task 2.3.1 – NCDEQ Permit to Construct

G&D shall prepare and submit the "Fast-Track Application for Gravity Sewers, Pump Stations, and Force Mains" to NCDEQ DWQ for review and approval. G&D assumes the Town will facilitate this application by providing the required information and facilitating coordination with WSACC.

Task 2.3.2 – NCDEQ Sediment and Erosion Control Permit

Sediment erosion control plan and details will be shown on the final design drawings. G&D assumes it will be necessary to disturb up to two acres to construct the improvements. A permit application fee of \$130 is included in the fee estimate. G&D shall prepare erosion control construction plans, calculations, and supporting documents for Utility and NCDEQ review to gain approvals and permits. G&D shall show all erosion control measures, phasing, and details on the plans and provide supporting calculations. G&D shall submit erosion control plans, narrative, and calculations to the NCDEQ, and shall secure a NPDES Permit prior to Construction. G&D shall prepare all application forms for signature by the Utility as the applicant. G&D will pay the application fee which will be reimbursed by the Utility.

Phase 3: Bidding Phase

G&D will provide all assistance and technical capacity for bidding services as described below. It is assumed that there will be one bid. G&D will see that contract documents are distributed to interested prospective bidders, conduct a pre-bid meeting at the Town's office, respond to questions, provide clarification and issue addenda as necessary, compile and tabulate bids, review of bids, make recommendation for award, and issue the notice award as part of bidding services. It is assumed that the project will have a bid phase lasting one month.

Phase 4: Construction Phase

G&D will provide general engineering and administration as well as project closeout services for the project.

Task 4.1 – General Engineering & Administrative Services

G&D will provide general engineering services during construction such as review and approval of shop drawings, pay applications, and post-construction inspection video; respond to requests for information/clarification; respond to public concerns and questions; and address unforeseen conditions, handle claims and issue any field orders and change orders that may arise during the course of the construction; develop a punch list for construction closeout and final payment. These services will commence beginning with the notice to proceed (NTP) and will continue through project closeout. We anticipate conducting a pre-construction conference and two (2) progress meetings and will provide meeting minutes therefor.

Task 4.2 Record Drawings

G&D will prepare record drawings based on red-line revisions provided by Contractor and Engineer's resident project inspector and based on the as-built survey that is performed by the Contractor. Record drawings will be prepared in electronic format (AutoCAD) and submitted to the Town for their use.

Proposed Engineering and Construction Services Fee Estimate

A summary of proposed fees (upper limit) is presented in Table 1 below.

Table 1. Fee Estimate			
Task	Description	Total Hours	Total Cost
1	Preliminary Design	56	\$ 7,200
2	Final Design	165	\$ 20,150
3	Bid Services	52	\$ 5,650
4	Construction Services	50	\$ 6,700
		Total Labor:	\$ 39,700
Task	Outside Professionals:		
1.2	Topographic Survey & Utility Locates		\$ 14,740
2.2	Easement Plats		\$ 4,550
	Other Direct Costs & Reimbursable Expenses:		\$ 1,700
		Total Fee Estimate:	\$ 60,690

August 26, 2019

G&D proposes to provide the services described above in Tasks 1-4 for on an hourly rate basis, with an upper limit budget not to exceed \$60,690. Miscellaneous expenses (permit fees, mileage and printing) are budgetary and will be passed on to the Town of Harrisburg at cost. Direct expenses (such as field equipment, communications, subconsultant services, etc.) are reimbursable at cost plus ten percent.

SCHEDULE

Table 2. Preliminary Design and Construction Schedule	
Phase	Date
Start Date	10/1/2019
Phase 1 Completion (60-day)	12/1/2019
Phase 2 Completion/Permitting (90-day)	3/1/2020
Bidding Completion (30-day bid period)	7/1/2020
Notice to Proceed (30 days after award)	8/1/2020
Construction End	11/1/2020

We hope that you find this proposal sufficient for your needs and look forward to working with you on this important project. Please feel free to call me with any questions you may have as you consider this proposal.

Sincerely,
Gavel & Dorn Engineering, PLLC



Sean Mayo, P.E.
Partner

Attachment B

Gavel & Dorn Engineering, PLLC 2019 Rate Schedule

Engineering, Design, and Administrative Services

Senior Partner	\$	175.00	hour
Project Manager	\$	160.00	hour
Senior Engineer	\$	150.00	hour
Project Engineer	\$	140.00	hour
Staff Engineer	\$	114.00	hour
CAD Technician	\$	87.00	hour
Administrative Support Staff	\$	63.00	hour

Field Construction Inspection and Materials Testing Services

Senior Resident Project Representative	\$	95.00	hour
Resident Project Representative	\$	82.00	hour
Structural Steel Inspector	\$	82.00	hour
Special Inspector	\$	82.00	hour
CMT Level II**	\$	69.00	hour
CMT Level I **	\$	58.00	hour

Laboratory Testing Services

Soil

Dry Preparation of Soil Samples (ASTM D421)	\$	19.00	each
Atterberg Limits (ASTM D 4318)	\$	110.00	each
Standard Proctor (ASTM D-698)	\$	147.00	each
Modified Proctor (ASTM D1557)	\$	170.00	each
Particle size, hydrometer analysis (ASTM D422)	\$	142.00	each
Particle size analysis (ASTM D422)	\$	111.00	each
Amount of material in soils finer than No.200 Sieve (ASTM D1140)	\$	111.00	each
Specific Gravity of Soils (ASTM D854)	\$	53.00	each
California Bearing Ratio (ASTM D1883)	\$	394.00	each
Laboratory Determination of Moisture Content of Soils (ASTM D2216)	\$	21.00	each

Concrete

Compressive Strength of Cylindrical Concrete Specimens (ASTM C39)	\$	24.00	each
Flexural Strength of Concrete (ASTM C78)	\$	45.00	each

Other Costs

Mileage	US Govt	mile
Subconsultants, equipment rental	cost plus 10%	

**The rates for CMT Level I and II are portal-to-portal from our office. Overtime beyond 8 hours/day, outside the hours of 7:30 AM and 5:30 PM and on Saturdays, Sundays, and holidays, will be billed at 1.5 times the hourly rate.

All rates above shall be in effect until December 31, 2019. Rates may increase by as much as 5 percent beginning January 1, 2020.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract with Gavel and Dorn Engineering for Britley #2 Pump Station Decommissioning

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the contract to Gavel and Dorn Engineering in the amount of \$37,970 for the design of the Britley #2 Pump Station Decommissioning project

Description/Background:

Approximately 400 LF of 8-inch gravity sewer will connect from existing Britley #2 pump station and connect to WSACC's interceptor to decommission existing pump station by crossing under the stream.

Decommissioning of the pump station would lower electricity costs, maintenance and would eliminate the need for future upgrades.

Recommendation:

Staff recommends approval of the attached contract with Gavel and Dorn Engineering in the amount of \$37,970 for the design of the Britley #2 Pump Station Decommissioning.

Fiscal Impact:

This design project has a cost of \$37,970. This will be funded by the Water and Sewer Capital Reserve Fund, and the original budget for design was \$125,000.

The lasting fiscal impact of this project is decreased operation and maintenance costs and elimination of future pump station grades.

Attachments:

1. 20190829 Britley #2 PS Decommissioning Scope

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between Town of Harrisburg, North Carolina ("Owner") and Gavel & Dorn Engineering, PLLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Britley #2 Pump Station Decommissioning Project ("Project").

Engineer's services under this Agreement are generally identified as follows: Design, Bidding and Construction services for new sanitary sewer main ("Services"). See Attachment 'A'.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **See Attachment A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Attachment B.
3. The total compensation for Services and reimbursable expenses is estimated to be **\$37,970** for Attachment A.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix B.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform

Appendix 1, Standard Hourly Rates Schedule.

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and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces,

utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments*: Attachment A Scope of Engineering Services , Attachment B 2019 Rate Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Harrisburg, NC

Engineer: Gavel & Dorn Engineering, PLLC

By: _____

By: _____

Print name: _____

Print name: Sean Mayo, PE

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

P-0601

State of: North Carolina

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

PO Box 1791

Denver, North Carolina 28037

Attachment A
Town of Harrisburg
Britley #2 Pump Station Decommissioning Project
Scope of Work for Engineering Services

Introduction

The Town of Harrisburg (Town) seeks to decommission the Britley #2 wastewater pumping stations and force mains by constructing a new gravity sanitary sewer main. This will lower operations and maintenance costs for the Town and eliminate future upgrades. Figure 1 illustrates the proposed alignment of the gravity sewer as proposed by the Town.



Figure 1 Project Map

Gavel & Dorn Engineering (G&D) has reviewed available GIS data and discussed the project with the Town to prepare this scope of work. Based on preliminary review of the topography of the project area, G&D has determined that abandonment of the pump station via a new gravity sewer main that will be constructed under the creek is feasible. The scope of work is based on the following assumptions:

- ✓ A total of approximately 400 LF of gravity sewer will be constructed to connect the existing Britley neighborhood to the existing 36-inch Water and Sewer Authority of Cabarrus County (WSACC) sewer main;

- ✓ The proposed gravity sewer route is generally feasible with respect to topography, constructability, easement acquisition, and permitting issues such as wetlands, stream crossings, etc.;
- ✓ Final design will require a stream crossing of Reedy Creek. The new sewer main will be installed under the creek bed;
- ✓ No wetlands permitting will be required. No permanent stream impacts will be required, and all activities will be allowed under Nationwide Permits. No formal notification of the Army Corp of Engineers (ACOE) or the North Carolina Department of Water Quality (DEQ) will be required based on temporary impacts only.
- ✓ No FEMA flood plain permitting will be required. The project area is located in FEMA floodplain. All above ground appurtenances will be located outside of the floodplain;
- ✓ The existing generators, control panels, pumps, and slide rail apparatus are to be salvaged from the pump stations for use by the Town;
- ✓ The pump stations will remain operable during construction so no bypass pumping plan is required;
- ✓ No soil borings or sub surface investigation will be completed;
- ✓ Easement acquisition will be required for the project and include both permanent and temporary construction. G&D's subconsultant will provide easement plats to the Town. Town personnel will responsible for all easement acquisition effort;
- ✓ All permit fees charged by regulatory agencies will be reimbursed to G&D at cost; and
- ✓ All project meetings will be held at the Town's offices.

The proposed scope of work is broken into four phases: (1) Preliminary Design, (2) Design, (3) Bidding, and (4) Construction. Proposed tasks for completing the aforementioned work will be as follows:

Scope of Work

Phase 1: Preliminary Design

Under this phase of the project, G&D will provide engineering services necessary to provide the basis for design for the new gravity sewer and decommissioning of the pump station and force main. Work includes review of available GIS maps, design drawings, operating data, topographic maps, etc., field survey (by subconsultant), assessment of existing facility conditions, evaluation of site alternatives and acquisition plats where required, preparation of a preliminary design alignment with development of a revised opinion of probable construction cost (OPC). G&D will present the preliminary design alignment and OPC and capacity analysis in a memorandum format to Town staff for review prior to beginning final design.

Task 1.1 – Site Visit and Route Assessment

G&D staff will visit the pump station to become familiar with the site and determine approximate location of the creek crossing and access to the site. During this visit, G&D personnel will walk the anticipated sewer main route and flag the routes so that they may be surveyed. G&D will also assess site characteristics that will impact feasibility and cost.

Task 1.2 – Field Survey

Concord Engineering & Surveying, Inc. (CESI), as a subconsultant to G&D, will conduct a field survey of the project area. The survey will serve as the base map for the design drawings and easement acquisition maps. Survey will include the location of key planimetric features in the project area, creek locations, underground utilities, trees and limited topographic information. The width of survey will be limited to a 50-foot strip topographic survey along the proposed alignment. In addition, survey of the area from Britley Lane to the existing pump station will be completed for project access. Property lines along the routes will be surveyed. Survey will be tied to the North Carolina State Plane grid coordinate system. The survey map will be supplemented with Utility GIS data as appropriate.

Task 1.3 – Preliminary Design Memorandum

G&D will prepare a design memorandum that presents information collected under Task 1. A preliminary alignment with a final route, slopes and pipe diameter will be prepared. G&D will update the opinion of probable cost for the decommissioning of the pump station. G&D will use recent sanitary sewer construction bid tabulations from Harrisburg and other cities in the region as a basis for developing opinions of probable construction cost (OPC) for implementing the recommended sewer alignment. G&D will present the memorandum and maps via email for review and commentary. After receiving commentary, G&D will finalize the preliminary design memorandum, and with approval from the Town, and proceed to the design phase.

Phase 2: Design Phase

G&D will provide all engineering services required to obtain the necessary permits and build the project. These services include: interaction with outside agencies, easement plat preparation for property acquisition, final design, and preparation of contract documents. This phase includes but is not limited to review and approval from the North Carolina Division of Environmental Quality (DEQ) for Permit to Construct.

Task 2.1 – Prepare Construction Contract Documents

G&D will prepare design drawings and specifications for the proposed work. The contract documents will address all aspects of the work required for the recommended improvements. The design drawings will be developed from survey information obtained from Task 1 and direct field investigation by G&D. G&D assumes that the Water & Sewer Authority of Cabarrus County (WSACC) standard details and specifications applicable for any portion of the work will be incorporated in the design. G&D will make available seventy-five and ninety-five percent complete drawings for review by the Town. As part of this task, CESI will prepare up to three full size easement plats of the project area upon which all relevant data will be shown. (Survey cost included in fee)

Task 2.2 – Easement Plats

Using the project's design drawings and the existing conditions survey mentioned above as a base, CESI will prepare and provide up to three easement/right-of-way plats/exhibits suitable for deed recordation in the Cabarrus County Register of Deeds. It is understood that these plats will be for use in conveyance of easements and rights-of-way necessary for the construction of the designed improvements. Each plat

will include the associated area of each new easement or taking. These plats will be submitted to the Town to ascertain municipal review, approval, and recordation.

As stated in the North Carolina Board of Examiners for Engineers and Surveyors (NCBELS), Easement Creation and Staking Policy (BP-1003-2 Rev. 2, approved September 15, 2011), each new easement area will be field monumented at all points that cross or form a property boundary line. These locations will be monumented by placing 5/8-inch diameter by 18 inch in length reinforcing bar at these locations. When easement corner locations are situated interior to exterior parcel boundaries, no monument or rebar will set. It is assumed that up to three (3) parcels may require easement plats/staking.

Task 2.3 – Permitting Services

G&D anticipates the following permits being required prior to construction:

1. The new sewers require a permit to construct from NCDEQ.

The Town's collection system permit will also have to be updated to reflect the removal of the pump stations. We do not anticipate any permits being specifically required to decommission the pump stations other than those discussed herein. G&D will confer with applicable permitting agencies and assist in obtaining any permits required prior to and during construction.

Task 2.3.1 – NCDEQ Permit to Construct

G&D shall prepare and submit the "Fast-Track Application for Gravity Sewers, Pump Stations, and Force Mains" to NCDEQ DWQ for review and approval. G&D assumes the Town will facilitate this application by providing the required information and facilitating coordination with WSACC.

Phase 3: Bidding Phase

G&D will provide all assistance and technical capacity for bidding services as described below. It is assumed that there will be one bid. G&D will see that contract documents are distributed to interested prospective bidders, conduct a pre-bid meeting at the Town's office, respond to questions, provide clarification and issue addenda as necessary, compile and tabulate bids, review of bids, make recommendation for award, and issue the notice award as part of bidding services. It is assumed that the project will have a bid phase lasting one month.

Phase 4: Construction Phase

G&D will provide general engineering and administration as well as project closeout services for the project.

Task 4.1 – General Engineering & Administrative Services

G&D will provide general engineering services during construction such as review and approval of shop drawings, pay applications, and post-construction inspection video; respond to requests for information/clarification; respond to public concerns and questions; and address unforeseen conditions, handle claims and issue any field orders and change orders that may arise during the course of the construction. These services will commence beginning with the notice to proceed (NTP) and will continue

August 26, 2019

through project closeout. We anticipate conducting a pre-construction conference and two (2) progress meeting and will provide meeting minutes therefor.

Task 4.2 Record Drawings

G&D will prepare record drawings based on red-line revisions provided by Contractor and Engineer's resident project inspector and based on the as-built survey that is performed by the Contractor. Record drawings will be prepared in electronic format (AutoCAD) and submitted to the Town for their use.

Proposed Engineering and Construction Services Fee Estimate

A summary of proposed fees (upper limit) is presented in Table 1 below.

Table 1. Fee Estimate			
Task	Description	Total Hours	Total Cost
1	Preliminary Design	36	\$ 4,600
2	Final Design	94	\$ 13,000
3	Bid Services	52	\$ 5,650
4	Construction Services	50	\$ 6,700
		Total Labor:	\$ 29,950
Task	Outside Professionals:		
1.2	Topographic Survey & Utility Locates		\$ 5,170
2.2	Easement Plats		\$ 1,650
	Other Direct Costs & Reimbursable Expenses:		\$ 1,200
		Total Fee Estimate:	\$ 37,970

G&D proposes to provide the services described above in Tasks 1-4 for on an hourly rate basis, with an upper limit budget not to exceed \$37,970. Miscellaneous expenses (permit fees, mileage and printing) are budgetary and will be passed on to the Town of Harrisburg at cost. Direct expenses (such as field equipment, communications, subconsultant services, etc.) are reimbursable at cost plus ten percent.

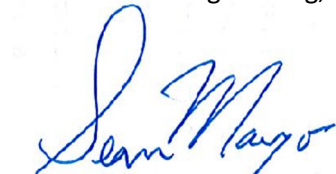
SCHEDULE

Table 2. Preliminary Design and Construction Schedule	
Phase	Date
Start Date	10/1/2019
Phase 1 Completion (60-day)	12/1/2019
Phase 2 Completion/Permitting (90-day)	3/1/2020
Bidding Completion (30-day bid period)	7/1/2020
Notice to Proceed (30 days after award)	8/1/2020
Construction End	11/1/2020

We hope that you find this proposal sufficient for your needs and look forward to working with you on this important project. Please feel free to call me with any questions you may have as you consider this proposal.

Sincerely,

Gavel & Dorn Engineering, PLLC



Sean Mayo, P.E.

Partner

Attachment B

Gavel & Dorn Engineering, PLLC 2019 Rate Schedule

Engineering, Design, and Administrative Services

Senior Partner	\$	175.00	hour
Project Manager	\$	160.00	hour
Senior Engineer	\$	150.00	hour
Project Engineer	\$	140.00	hour
Staff Engineer	\$	114.00	hour
CAD Technician	\$	87.00	hour
Administrative Support Staff	\$	63.00	hour

Field Construction Inspection and Materials Testing Services

Senior Resident Project Representative	\$	95.00	hour
Resident Project Representative	\$	82.00	hour
Structural Steel Inspector	\$	82.00	hour
Special Inspector	\$	82.00	hour
CMT Level II**	\$	69.00	hour
CMT Level I **	\$	58.00	hour

Laboratory Testing Services

Soil

Dry Preparation of Soil Samples (ASTM D421)	\$	19.00	each
Atterberg Limits (ASTM D 4318)	\$	110.00	each
Standard Proctor (ASTM D-698)	\$	147.00	each
Modified Proctor (ASTM D1557)	\$	170.00	each
Particle size, hydrometer analysis (ASTM D422)	\$	142.00	each
Particle size analysis (ASTM D422)	\$	111.00	each
Amount of material in soils finer than No.200 Sieve (ASTM D1140)	\$	111.00	each
Specific Gravity of Soils (ASTM D854)	\$	53.00	each
California Bearing Ratio (ASTM D1883)	\$	394.00	each
Laboratory Determination of Moisture Content of Soils (ASTM D2216)	\$	21.00	each

Concrete

Compressive Strength of Cylindrical Concrete Specimens (ASTM C39)	\$	24.00	each
Flexural Strength of Concrete (ASTM C78)	\$	45.00	each

Other Costs

Mileage	US Govt	mile
Subconsultants, equipment rental	cost plus 10%	

**The rates for CMT Level I and II are portal-to-portal from our office. Overtime beyond 8 hours/day, outside the hours of 7:30 AM and 5:30 PM and on Saturdays, Sundays, and holidays, will be billed at 1.5 times the hourly rate.

All rates above shall be in effect until December 31, 2019. Rates may increase by as much as 5 percent beginning January 1, 2020.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Appointment to the Parks and Recreation Advisory Board

Presenting Personnel:

Suggested Motion or Action:

If approved:

Motion to appoint George Wise to the vacancy on the Parks and Recreation Advisory Board to complete the term of Quero DeSouza.

Description/Background:

Quero DeSouza resigned from the Parks and Recreation Advisory Board in May 2019. The vacancy has been advertised for the past three months. One application was received from George Wise. The Parks and Recreation Advisory Board met with Mr. Wise at their regular meeting on August 26, 2019. The board voted to recommend George Wise to fill the vacancy on the Parks and Recreation Advisory Board. Mr. Wise's term would expire in January 2021.

Recommendation:

Staff recommends approval of George Wise to the Parks and Recreation Advisory Board.

Fiscal Impact:

None

Attachments:

1. George Wise - applicant for P&R Advisory Board



TOWN OF HARRISBURG PARKS AND RECREATION

Application for Town of Harrisburg Parks and Recreation Advisory Board

Town of Harrisburg Parks and Recreation Advisory Board

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

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

Town of Harrisburg Parks and Recreation Mission

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

APPLICANT INFORMATION			
Name George Wise		Date	07/30/2019
Address 6790 Sequoia hills drive		Apartment/Unit #	
City Harrisburg	State NC	Zip 28075	
Phone 980-254-4938	Cell Phone 980-254-4938		
Email Address gwise@summitfunding.net			
Are you a resident of Cabarrus County? YES ☒ NO ☐ If so, dates? 09/01/2017 - current			
Are you a resident of Harrisburg? YES ☒ NO ☐ If so, dates? 09/01/2017 - current			
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?			

REFERENCES	
<i>Please list three references.</i>	
Name Katie Seigel	Relationship co worker
Company Summit Funding	Phone (704) 724-9542
Address 19620 W Catawba Ave Suite 202 Cornelius, NC 28031	
Name Adrienne Dalton	Relationship Co-worker
Company Summit Funding	Phone (631) 767-8765
Address 19620 W Catawba Ave Suite 202 Cornelius, NC 28031	
Name Deshea Spurgeon	Relationship friend
Company Avid Exchange	Phone (919) 672-4981
Address 12434 Savannah Cottage Drive Charlotte, NC 28273	

EMPLOYMENT			
Company 1 Summit Funding		Phone (704) 895-8770	
Address 19620 W. Catawba Ave Suite 202		City / State Cornelius/NC	
Job Title Sr. Loan Officer			
Responsibilities Originate and manage a pipeline of 15 Million + real estate loans. Lead a team of 5 to ensure quality client experience.			
Dates		From 01/22/2012 To current	
Company 2		Phone ()	
Address		City / State	
Job Title			
Responsibilities			
Dates		From To	
Company 3		Phone ()	
Address		City / State	
Job Title			
Responsibilities			
Dates		From To	

EDUCATION	
School College of Charleston	From 08/2001 To 12/2005
Degree Bachelor of Science	Major Business Administration
Additional Information	

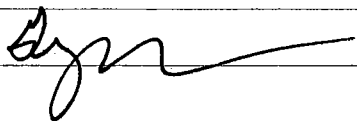
MILITARY SERVICE	
Branch	From To
Rank at Discharge	Type of Discharge
If other than honorable, explain	

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

DISCLAIMER AND SIGNATURE

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

Signature



Date

7/30/15

I have the ability to bring additional ideas, resources and energy to the town of Harrisburg. I love the area and I am committed to the improvement of Harrisburg. I first moved to Harrisburg for the schools. I now refuse to leave because of the community. Harrisburg is full of great people that look out for one another, speak with a smile and help with our expectation of anything in return. I recently installed security cameras outside of my home and didn't have a ladder to stand on. A neighbor whom I've never met before came across the street to lend me a ladder he called and got from another neighbor. Moments like that continually remind me that in Harrisburg we are all together.

I would particularly enjoy parks as recs as it would give me the ability to invest my time more within the future of our community. I am a father in a blended household the boast 5 girls and one boy, that does not include adding me in and mom. In my family of 8 I have been part of gymnastics, soccer, volley ball and even coached the i9sports flag football team for two seasons. In my additional time I volunteer my time with schools in need. Most recently I adopted two second grade classes at Thomasboro elementary school, which is known for its problematic homeless population, for Christmas to make sure each child had gifts.

I understand that to move forward you have to be a part of something bigger than you and always give back. I would like the chance to bring my background and resources into the future of Harrisburg Parks and Recs.

Respectfully,

George Wise

980-254-4938

georgewiseteam@summitfunding.net



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Memorandum of Understanding Regarding Soccer Fields in Holcomb Woods Subdivision and related FY2020 Budget Amendment

Presenting Personnel:

Daniel Stines, Parks & Recreation Director

Suggested Motion or Action:

If approved:

Motion to approve memorandum of understanding with TAC Holcomb, LLC relating to soccer fields facility and the related FY2020 budget amendment, as presented.

Description/Background:

As part of the conditional rezoning of the Holcomb Woods subdivision, the developer agreed to build a two field soccer facility within the subdivision and turn over to the Town in lieu of a parks and recreation contribution. As the next phase of platting is upcoming, the developer has reached the point in construction that the soccer fields are now being required to be built and turned over to the Town.

To help facilitate this project, the attached memorandum of understanding has been drafted. A summary of its main points are below:

1. Developer to construct a 90-space parking lot, entrance road and driveway connection to Plaza Road.
2. Developer to install a 50' Class D buffer.
3. Developer to transfer deed of the area designated for the soccer facility to the Town and pay the Town \$240,000 for construction of the actual fields.
4. Town to construct two soccer fields to FIFA standards.

The Town wishes to take on the oversight of the construction of the fields to ensure we get a high-quality product at completion. Staff worries that allowing the residential developer to construct the fields could lead to delays or lower quality construction of the sports fields, as that is not their area of expertise. With the developer covering the costs, the Town will select an appropriate contractor to complete the field installation.

Once the fields are complete, the condition of rezoning relating to the developer's responsibility will be deemed complete.

Recommendation:

Staff recommends approval of the attached memorandum of understanding and FY2020 budget amendment for the soccer fields at Holcomb Woods.

Fiscal Impact:

The MOU does note that any costs in excess of the \$240,000 contributed to the Town by the developer will be the responsibility of the Town to bear. At this time, it is anticipated that the designated amount will cover the cost of construction, as it is calculated at 110% of the estimated cost to complete the facility.

A budget amendment will need to be presented, as the cost of construction the Town will bear will need to be budgeted in capital outlay. The revenue being received from the developer will completely offset the cost up to \$240,000.

Attachments:

1. MOU - Holcomb Soccer Fields
2. Exhibit to Agreement
3. Budget Amendment - GF Holcomb Woods Soccer Fields Contribution 09092019

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of September 2019 (the “Effective Date”), by and between TAC HOLCOMB, LLC, a North Carolina limited liability company (“TAC”), and the TOWN OF HARRISBURG, a political subdivision of the State of North Carolina (“Town”).

The purpose of this MOU is to memorialize the parties’ intent and understanding with respect to certain changes to the conditions of approval established by rezoning # H2014-08-(R) (the “Rezoning Conditions”) for the real property commonly known as the Holcomb Subdivision which is being developed by TAC (the “Subject Property”). These changes primarily relate to the construction of two (2) full-size soccer fields and related infrastructure upon the Subject Property (collectively, the “Soccer Facility”).

As a result of the foregoing, the parties hereto desire to memorialize their general understanding and intent with respect to certain changes to the Rezoning Conditions for the Subject Property as follows:

1. TAC Obligations: Notwithstanding anything in Item #10 of the Rezoning Conditions to the contrary, TAC’s obligations with respect to the Soccer Facility be modified and limited as follows (collectively, the “TAC Obligations”):

(a) TAC shall construct a 90-space parking lot, entrance road, and driveway connection to Plaza Road as shown on Exhibit A attached hereto and incorporated herein by this reference (the “Site Plan”).

(b) TAC shall install a 50’ Class D Buffer as shown on the Site Plan.

(c) TAC shall remove the inlet covers and provide a slab below grade for each of the stormwater boxes shown on the Site Plan.

(d) TAC shall re-grade and stabilize the embankment along the northern boundary of the Subject Property which has partially collapsed.

(e) TAC shall transfer the area shown on the Site Plan which will contain the Soccer Facility to the Town via a special warranty deed (the “Deed”). The legal description for the Deed shall be derived from a recorded subdivision plat prepared by TAC which identifies the Soccer Facility as a separate and distinct parcel.

(f) Simultaneously with the delivery of the Deed to the Town, TAC shall pay the Town the sum of \$240,000.00 (the “TAC Contribution”), which TAC Contribution is equal to 110% of the estimated cost to complete construction of the Soccer Facility.

2. Town Obligations: Notwithstanding anything in Item #10 of the Rezoning Conditions to the contrary, the Town shall have the following duties and obligations with respect to the Soccer Facility:

(a) Upon completion of the TAC Obligations, the Town shall, at its sole cost and expense, promptly and diligently complete construction of the Soccer Facility, as shown on the Site Plan. The two (2) soccer fields shall be constructed to FIFA standards. In the event the cost to complete the Soccer Facility exceeds the TAC Contribution, the Town shall be responsible for any and all such additional costs.

(b) Upon completion of the Soccer Facility, the Town shall be responsible, at its sole cost and expense, for maintaining the Soccer Facility in good repair and condition.

5. Agreement to Cooperate and Effectuate. The parties hereto agree to cooperate with one another to accomplish the matters set forth in this MOU. The parties shall use diligent, good faith efforts to have the terms of this MOU approved by the Town Council at its meeting on September 9, 2019, such that the changes to the Rezoning Conditions shall become vested.

6. Miscellaneous. Except as otherwise provided herein, the parties will each bear its own costs and expenses in executing this MOU. This MOU shall be construed in accordance with the laws of the State of North Carolina, and the rights and obligations created herein shall be governed by the laws of the State of North Carolina. This MOU does not constitute or evidence a binding offer or agreement, nor shall it or any discussions or course of conduct impose any obligation or liability on any of the parties or their affiliates. This MOU may be executed in counterparts and/or with counterpart signature pages, all of which together shall constitute a single agreement. Electronic facsimiles of signatures shall be acceptable and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this document as of the date and year first above written.

ACKNOWLEDGED AND AGREED:

TAC HOLCOMB, LLC

By: _____
Name: _____
Title: _____

TOWN OF HARRISBURG

By: _____
Name: _____
Title: _____

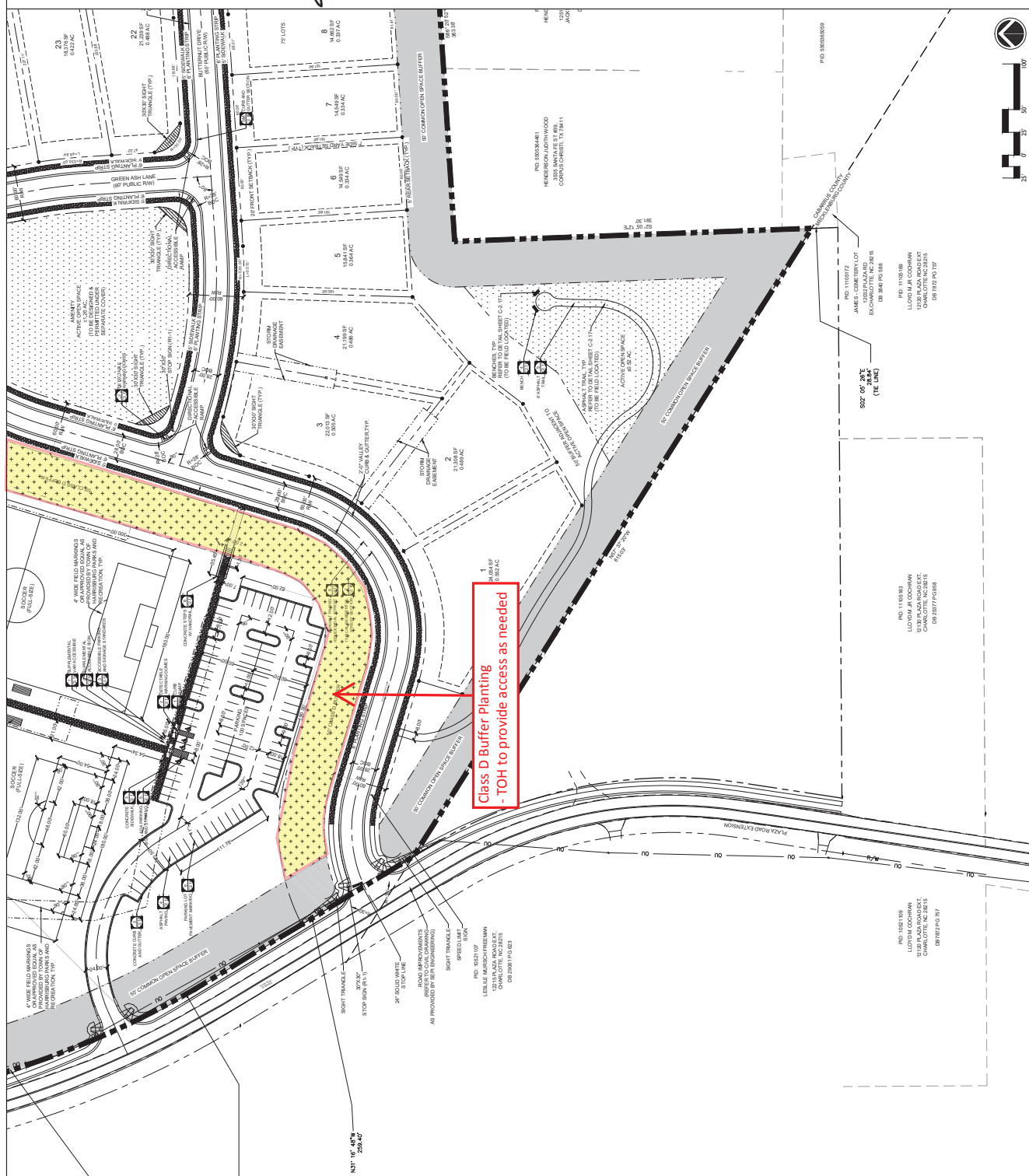
Exhibit A
Site Plan

[see attached]



HOLCOMB WOODS - PHASE I
 SINGLE-FAMILY SUBDIVISION
 TAC HOLCOMB, LLC | HARRISBURG, NC
 DETAILED LAYOUT PLAN

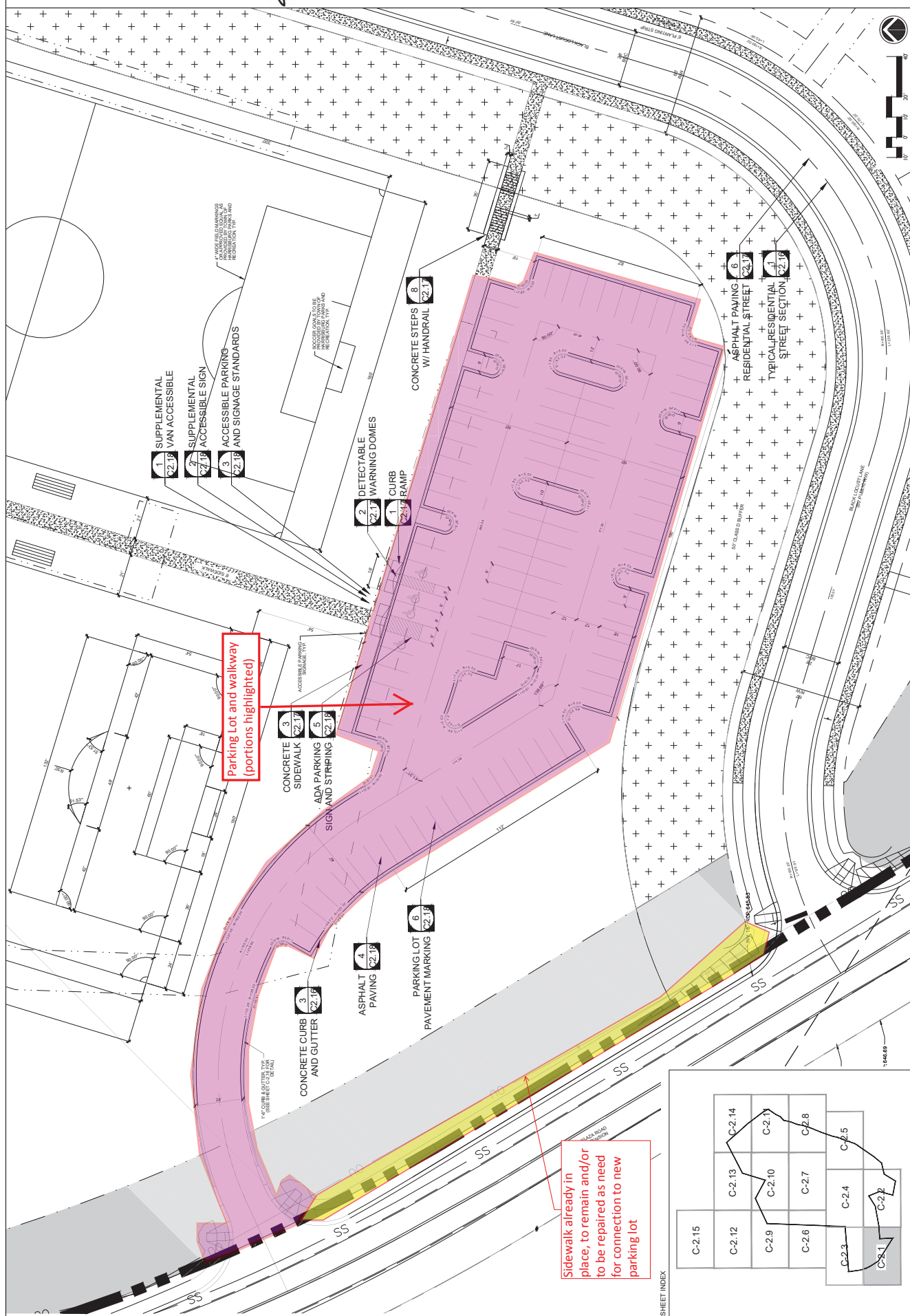
LandDesign
 223 N Graham Street, Charlotte, NC 28202
 www.LandDesign.com
 A 700-333-0035 P 704-333-2346
 NC Eng. Firm License C-6658



SHEET INDEX

C-2.15	C-2.12	C-2.13	C-2.14
C-2.9	C-2.10	C-2.11	C-2.8
C-2.6	C-2.7	C-2.4	C-2.5
C-2.3	C-2.2	C-2.1	





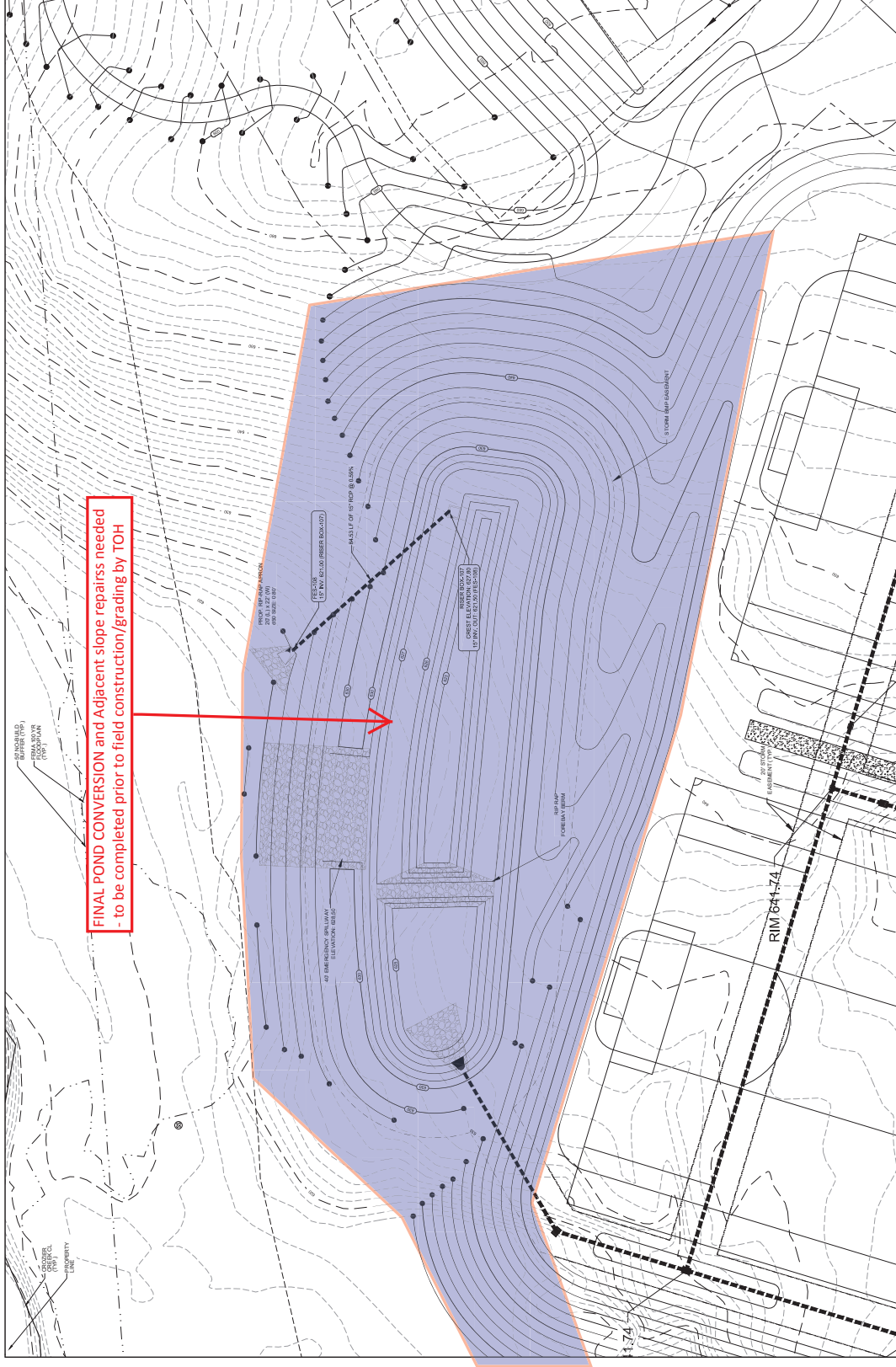
SHEET INDEX

C-2.15	C-2.12	C-2.13	C-2.14
C-2.9	C-2.10	C-2.11	C-2.19
C-2.6	C-2.7	C-2.8	C-2.5
C-2.3	C-2.4	C-2.2	C-2.1



SCALE: 1"=20'

WET POND 2
GRADING ENLARGEMENT



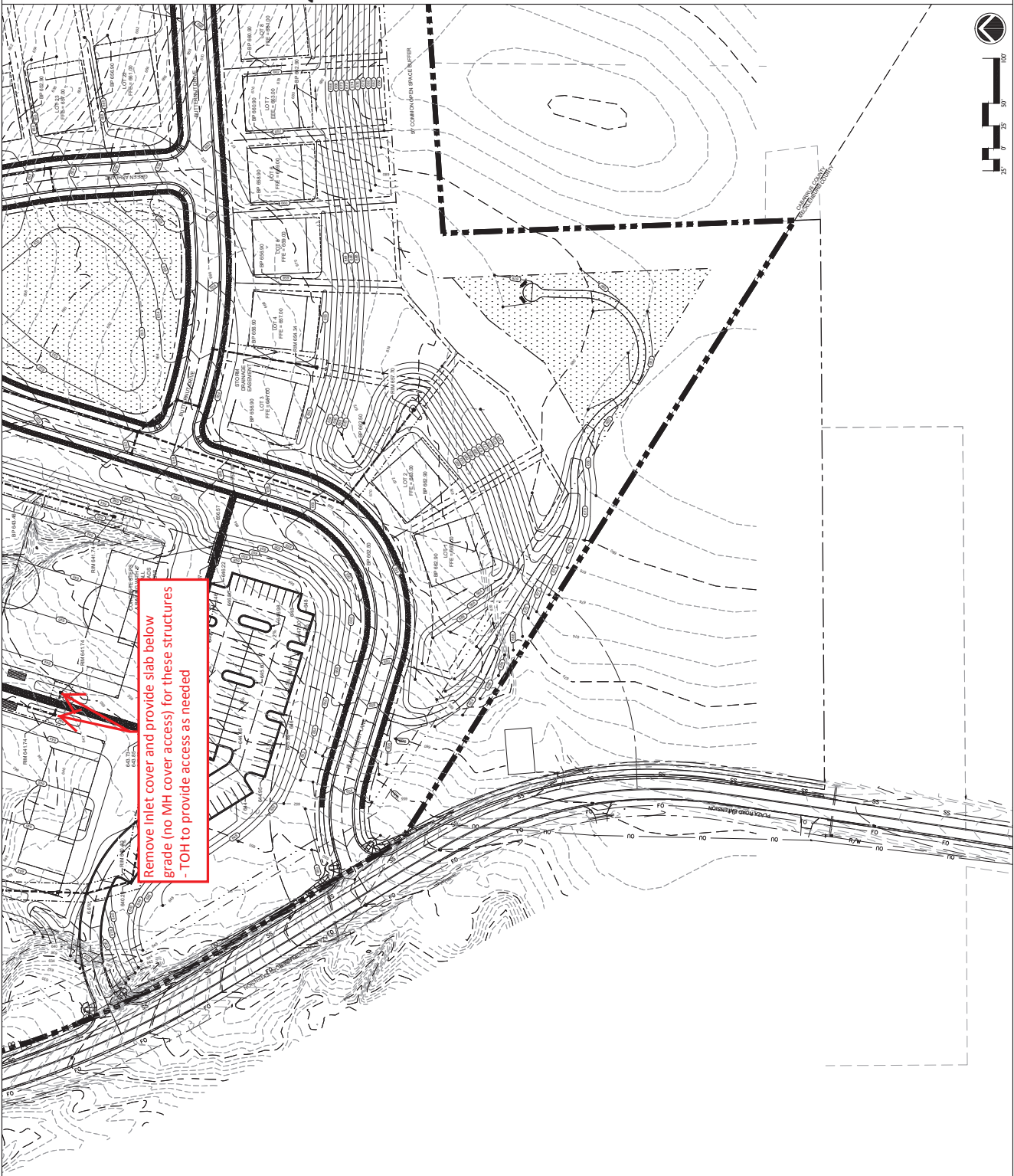
C-4.1

SHEET #:
PROJECT # 1015120
SCALE: 1" = 50'
DATE: JANUARY 20, 2015
DESIGNED BY: TAC
CHECKED BY: TAC
08/31/16 - PER STAFF COMMENTS
05/04/16 - PER STAFF COMMENTS

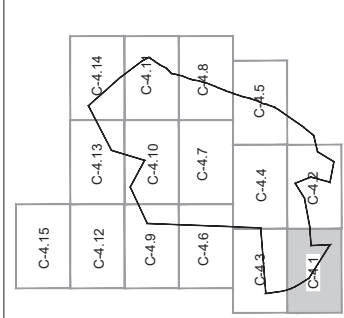
REVISIONS:

HOLCOMB WOODS - PHASE I
SINGLE-FAMILY SUBDIVISION
TAC HOLCOMB, LLC | HARRISBURG, NC
DETAILED GRADING PLAN

223 N Graham Street, Cary, NC 28520
www.LandDesign.com
V: 704.333.0255 F: 704.333.2346
NC Eng. Firm License C-0658

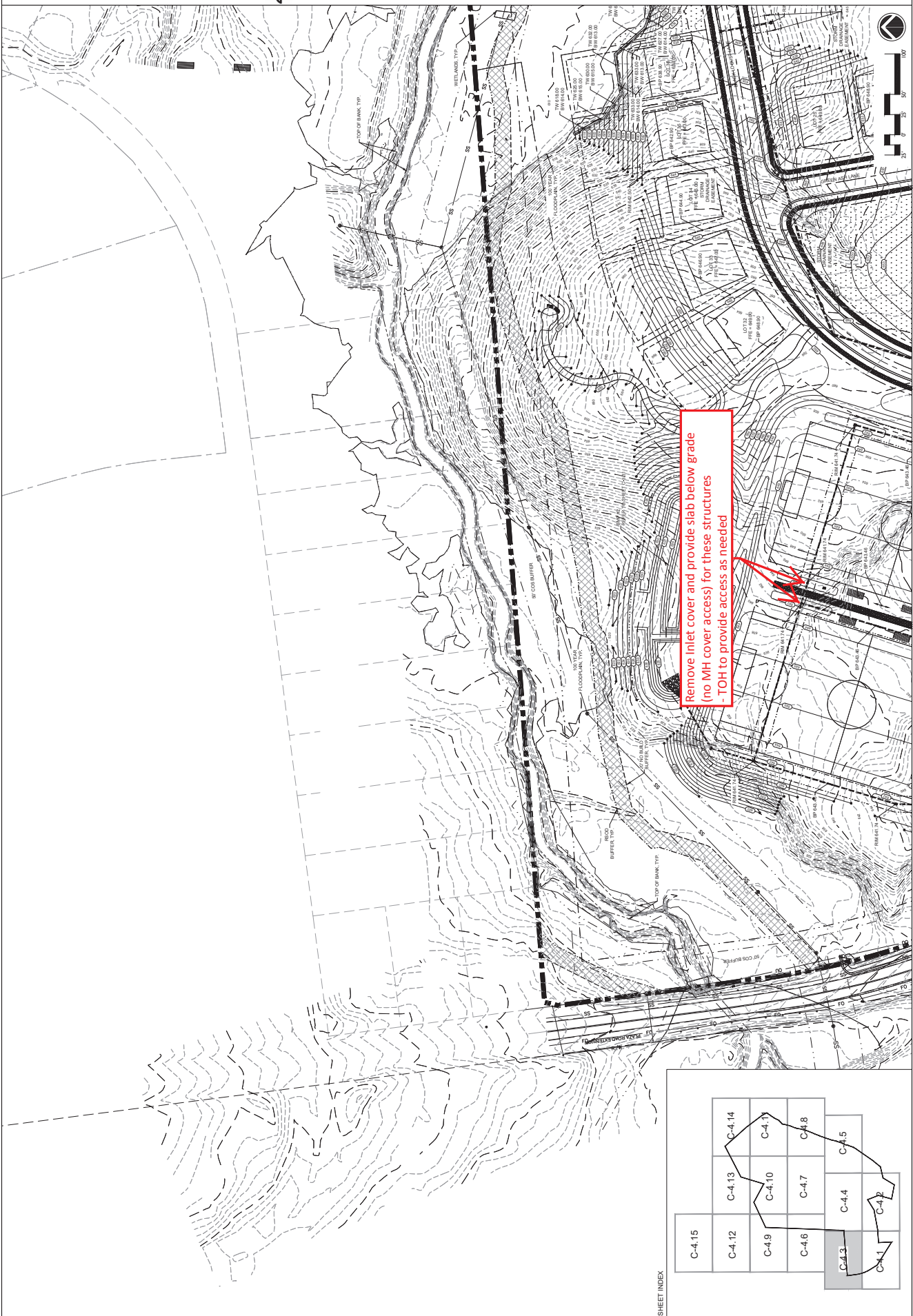


SHEET INDEX



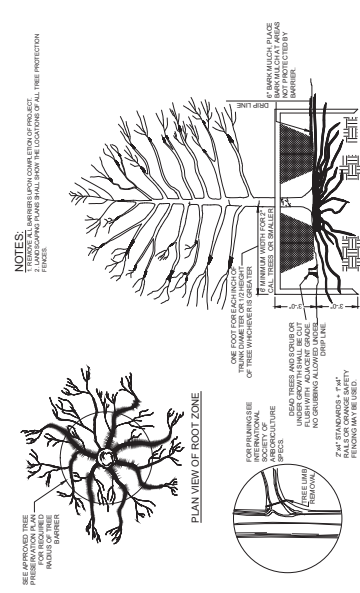
HOLCOMB WOODS - PHASE I
SINGLE-FAMILY SUBDIVISION
TAC HOLCOMB, LLC | HARRISBURG, NC
DETAILED GRADING PLAN

223 N Graham Street, Charlotte, NC 28202
www.LandDesign.com
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NC Eng. Firm License C-0658



SHEET INDEX

C-4.15	C-4.12	C-4.13	C-4.14	C-4.1
C-4.9	C-4.10	C-4.7	C-4.8	C-4.5
C-4.6	C-4.3	C-4.4	C-4.2	

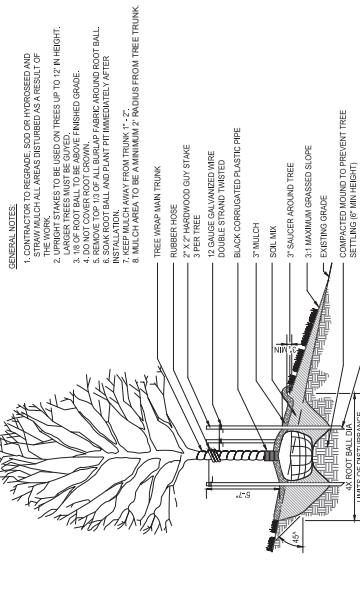


3	TREE PROTECTION DETAIL	NOT TO SCALE
C-7.16	PLAN AND SECTION	

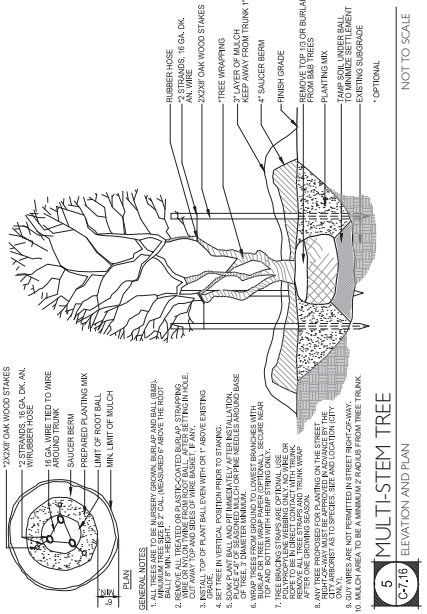
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8
SOIL AMENDMENTS

C-7.16



2	TREE PLANTING ON A SLOPE	UPRIGHT: STAKES EXTENDED 10' FROM BEARING
C-7.16	SECTION	NOT TO SCALE

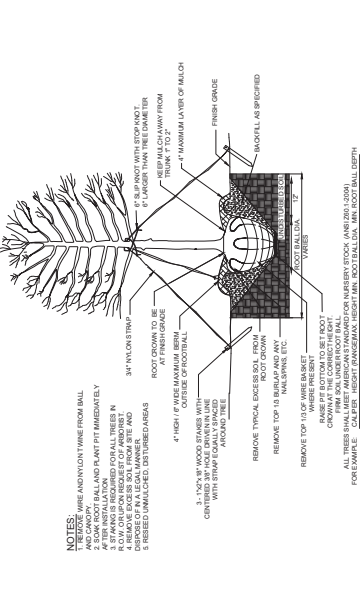


The diagram illustrates a plant spacing layout within a rectangular field. The field is divided into a grid of rows and columns by solid lines. The dimensions are defined as follows:

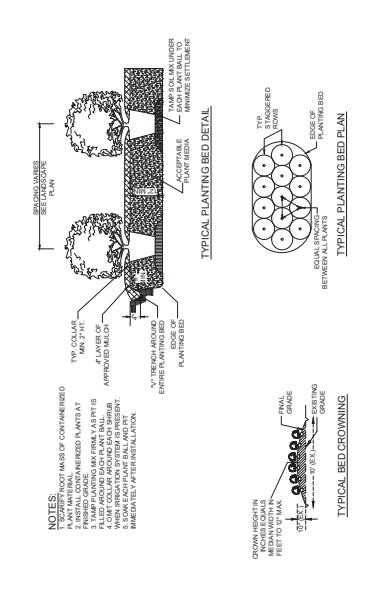
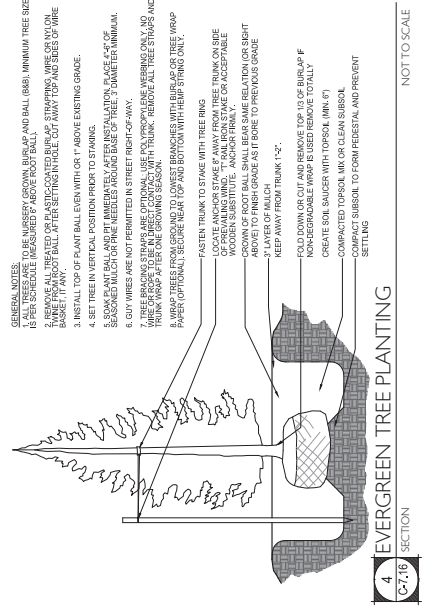
- ROW SPACING "D"**: Indicated by a vertical dimension line on the left side of the grid.
- ROWS "N"**: Indicated by a horizontal dimension line at the bottom of the grid.
- SPACING "P"**: Indicated by a horizontal dimension line between two adjacent plants in a row.

The grid contains 6 rows and 10 columns of plants, represented by small circles. The plants are arranged in a regular pattern, with the spacing between them being equal to the spacing between the rows.

7	TRIANGULAR SPACING FOR SHRUBS/GROUNDCOVERS	NOT TO SCALE
C-7.16	PLAN	



1	3'	5'	10'	15'	20'	25'	30'	35'	40'	45'	50'	55'	60'	65'	70'	75'	80'	85'	90'	95'	100'	105'	110'	115'	120'	125'	130'	135'	140'	145'	150'	155'	160'	165'	170'	175'	180'	185'	190'	195'	200'	205'	210'	215'	220'	225'	230'	235'	240'	245'	250'	255'	260'	265'	270'	275'	280'	285'	290'	295'	300'	305'	310'	315'	320'	325'	330'	335'	340'	345'	350'	355'	360'	365'	370'	375'	380'	385'	390'	395'	400'	405'	410'	415'	420'	425'	430'	435'	440'	445'	450'	455'	460'	465'	470'	475'	480'	485'	490'	495'	500'	505'	510'	515'	520'	525'	530'	535'	540'	545'	550'	555'	560'	565'	570'	575'	580'	585'	590'	595'	600'	605'	610'	615'	620'	625'	630'	635'	640'	645'	650'	655'	660'	665'	670'	675'	680'	685'	690'	695'	700'	705'	710'	715'	720'	725'	730'	735'	740'	745'	750'	755'	760'	765'	770'	775'	780'	785'	790'	795'	800'	805'	810'	815'	820'	825'	830'	835'	840'	845'	850'	855'	860'	865'	870'	875'	880'	885'	890'	895'	900'	905'	910'	915'	920'	925'	930'	935'	940'	945'	950'	955'	960'	965'	970'	975'	980'	985'	990'	995'	1000'
TREE PLANTING																																																																																																																																																																																																									
ELEVATION																																																																																																																																																																																																									
NOT TO SCALE																																																																																																																																																																																																									



6	SHRUB PLANTING BED	NOT TO SCALE
C-7.16	PLAN AND SECTION	

[illegible][illegible]

PROPOSED LENGTH: 11.153 LINEAR FEET
REQUIRED WIDTH: 50 FEET

SHADE TREES REQUIRED: 2 PER 100 LINEAR FEET
11.153 LINEAR FEET = 24 SHADE TREES

ORNAMENTAL TREES REQUIRED: 2 PER 100 LINEAR FEET
11.153 LINEAR FEET = 24 ORNAMENTAL TREES

PERCENTAGE OF TREES REQUIRED TO BE EVERGREEN: 50%
4 REQUIRED SHADE AND ORNAMENTAL TREES = 48 EVERGREEN TREES

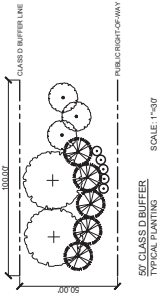
REQUIRED LARGE EVERGREEN SHRUBS: 5 PER 100 LINEAR FEET
11.153 LINEAR FEET = 58 LARGE EVERGREEN SHRUBS

*EVERGREEN TREES SHALL BE INTERSPERSED WITH OTHER REQUIRED PLANTINGS ON A REGULAR INTERVAL.

1. ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDED PINE BARK MULCH OVER A 10 MIL MAT EQUAL TO WEDELOCK BY EASY GARDENER OR DEWITT WEED BARRIER. SHREDED PINE BARK MULCH SHALL BE USED UNLESS OTHERWISE SPECIFIED BY OWNER / OWNER'S REP. ALL DISTURBED AREAS NOT RECEIVING PLANTING SHALL BE SEDED PER SPECIFICATIONS.

1. LANDSCAPE CONTRACTOR TO VERIFY ALL LOCATIONS AND QUANTITIES WITH LANDSCAPE ARCHITECT.
2. ALL AREAS THAT WILL BE DISTURBED AND ARE NOT OTHERWISE CALLED OUT FOR PLANTING OR NATURAL AREAS, SHOULD BE SEEDED AND STRAWED PER SPEC.

SEASON	TYPE OF SEED	DATE	RATE
FALL	PERENNIAL RYE	SEPT 1 - NOV 15	7 LB'S/1000 SF
	TALL FESCUE		5 LB'S/1000 SF
WINTER	PERENNIAL RYE	NOV 15 - MAR 1	7 LB'S/1000 SF
SPRING	PERENNIAL RYE	MAR 1 - JUNE 1	5 LB'S/1000 SF
	FESCUE, WITH RYE GRASS		
	COVER CROP		
SUMMER	BLEND OF TWO TURF-TYPE TALL FESCUE, WITH RYE GRASS	JUNE 1 - SEPT 1	5 LB'S/1000 SF
	COVER CROP		



50' CLASS D BUFFER
TYPICAL PLANTING

PLANT SCHEDULE CLASS D BUFFER								
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALPER	HEIGHT	REMARKS
	DVI	2	<i>Disyssa virginiana</i>		Common Persimmon	8 & 8	14'-16" TL	
	MSRS	3	<i>Magnolia salicina 'Royal Star'</i>	Royal Star Magnolia	8 & 8	2' Cal	9'-10'	
	PVI	5	<i>Prunus virginiana</i>	Virginia Pine	8 & 8		14'-16" TL	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	REMARKS
	P.L.O.	5	<i>Prunell laurocerasus</i> (Obo. Lybani)	Lywrens Laurel	5 gal	30'-30"	5'	

PLANT SCHEDULE CLASS D BUFFER





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 receipt of a contribution from a developer as the result of a conditional rezoning toward the construction of two soccer fields in Holcomb Woods subdivision.

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

Increase line item 100-5000-57103	\$ 240,000
Capital Outlay	

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

Increase line item 100-48902	
Contributions	\$ 240,000

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 9th day of September, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk