



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

**October 14, 2019
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. Proclamation - Harrisburg Multi-Cultural Festival.
 - 2. Resolution - Gerald Nichols
 - 3. Resolution - Penny Vaughn
- 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 September 9, 2019 Town Council meeting.
- B. Consider the minutes of the September 9, 2019 Closed Session.
- C. Consider the minutes of the October 2, 2019 Special Meeting of Town Council.
- D. Consider the minutes of the October 2, 2019 Closed Session.
- E. Consideration of Change Order for Cabarrus Woods Sewer Rehab Project
- F. Consideration of Change Order and Project Ordinance Amendment for Candystick Water and Storm Drainage Improvements

3. COMMUNICATIONS

- A. TOWN MANAGER/FINANCE MONTHLY REPORT

B. MAYOR'S COMMENTS

C. COUNCIL COMMENTS

4. PUBLIC HEARINGS

A. Public Hearing to Add a Solicitation Ordinance to the Town Code of Ordinances (Recessed from September 2019)

B. Public Hearing for Consideration of Economic Development Loan for Town Center Project

5. OLD BUSINESS

6. NEW BUSINESS

A. Consideration of Budget Amendments for FY2019 end-of-year Capital Reserve Fund transfers

B. Consideration of Contract with Gavel and Dorn Engineering for Construction Administration and Inspection Services for the West Rocky River Elevated Storage Tank

C. Review and approval of Preliminary Plat (H2019-02-(S)) for the Harmony Subdivision (Previously Known As Stallings Road Subdivision).

D. To set a public hearing for November 12, 2019 to consider revising the previously adopted gross land use density in the Harrisburg Area Land Use Plan (HALUP).

E. Consideration of Change Order to the Construction Contract for Harrisburg Park Redevelopment Project - Phase 1 and Project Ordinance Amendment as it relates to PARTF Grant Award

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.



PROCLAMATION

Harrisburg Multi-Cultural Festival

WHEREAS, the Town of Harrisburg recognizes the Multi-Cultural Festival Core Team and the Harrisburg Arts, Culture and Heritage Committee for their outstanding work, time and commitment in organizing the first Harrisburg Multi Cultural Festival in order to give citizens the opportunity to learn about the cultures and origins that exist in our community; and

WHEREAS, we believe the Multi-Cultural Festival has not only helped foster a better understanding of the multitude of backgrounds that exist in our Town, but the event gave visitors a chance to learn about a range of countries and cultures, and an opportunity to enjoy performances including singing and dancing as well as a mixture of food representing different cuisines from different countries; and

WHEREAS, Jitendra "Jeet" Hiremath, a member of the Town of Harrisburg's Arts, Culture and Heritage Committee took the lead to form the first Multi-Cultural Festival Core Team to organize and plan the event, in an effort to teach not only his children, but the youth of Harrisburg about their own rich and vibrant cultures as well as the cultures of others; and

WHEREAS, the Multi-Cultural Festival Core team worked for over 14 months to recruit volunteers, vendors and performers to participate in the event to execute a festival that represented over 30 countries in order to provide a unique experience to the patrons of the event, especially the youth and for providing the community an opportunity to join together; and

THEREFORE, I, Steven Sciascia, Mayor of the Town of Harrisburg, North Carolina, do hereby recognize the Harrisburg Multi-Cultural Festival Core Team, the Arts, Culture and Heritage Committee and the volunteers in all their efforts in planning the first Harrisburg Multi-Cultural Festival.

This the 14th day of October, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



RESOLUTION

Gerald E. Nichols

WHEREAS, Gerald Edwin Nichols was born December 16, 1933 in Mecklenburg County to the late Lester and Wilma Nichols; and

WHEREAS, Gerald served in the United State Army and then worked for Bank of America where he retired after more than 30 years; and

WHEREAS, Gerald also served his community by humbly devoting his time to various civic organizations including Frank Liske Park and the Lions Club; and

WHEREAS, Gerald served on the Harrisburg Town Council for many years beginning in 1975. He was elected to seven terms and appointed to fill terms twice before leaving Council in 1999. Following his time as a Town Council member, Gerald served on the Parks and Recreation Advisory Board for many years; and

WHEREAS, Gerald loved traveling, camping, surf-fishing and spending time with his family, especially his wife of 59 years, Phyllis; and

WHEREAS, Gerald Nichols passed away on Thursday, July 18, 2019;

NOW, THEREFORE, BE IT RESOLVED by the Harrisburg Town Council, in a meeting duly assembled and by the authority thereof, that we proudly honor the late Gerald Edwin Nichols for his dedication and commitment to the Town of Harrisburg.

Adopted this 14th day of October, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



RESOLUTION

Penny Inez Vaughn

WHEREAS, Penny Inez Vaughn was born November 7, 1957 in Brooklyn, NY to George and Gladys Vaughn; and

WHEREAS, Penny's early education, high school and college took place in New York, and she worked for many years at banking firms on Wall Street; and

WHEREAS, in 1998 Penny accepted a position with First Union Bank in Charlotte and moved to Concord, NC where she remained a bank officer as First Union transitioned to Wachovia and finally, Wells Fargo; and

WHEREAS, Penny served as treasurer for a local cub scout pack and was on committees of several organizations, including the Harrisburg Arts, Culture and Heritage Committee; and

WHEREAS, Penny was the proud owner of Penny's Sweetz Cents, LLC and sold her baked goods, including her famous pound cakes and brownies at various events, including the Harrisburg Art Walk; and

WHEREAS, Penny was a social spirit. She loved people, and first and foremost, she loved her family. Her children and grandchildren were her entire world, and she took loving care of her mother. Baking was her passion, but she also loved shopping at yard sales, traveling and decorating; and

WHEREAS, Penny passed away on September 17, 2019;

NOW, THEREFORE, BE IT RESOLVED by the Harrisburg Town Council, in a meeting duly assembled and by the authority thereof, that we proudly honor the late Penny Inez Vaughn for her dedication and commitment to the Town of Harrisburg.

Adopted this 14th day of October, 2019.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the September 9, 2019 Town Council meeting.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the September 9, 2019 Town Council meeting.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes September 9, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, SEPTEMBER 9, 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

The following changes were proposed:

- Add Item 1D, 2 – Constitution Week Proclamation.

MOTION:

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

1B.

INVOCATION

David Henderson from Venture Church conducted the invocation.

1C.

PLEDGE OF ALLEGIANCE

1D.

SPECIAL PRESENTATIONS

- **CROP Hunger Walk Proclamation**
- **Constitution Week Proclamation**

1E.

PUBLIC COMMENT

- Elizabeth Barber, American Legion – invited everyone to come out for ceremonial flag retirement tomorrow night at 7pm at the Harrisburg Presbyterian Church.
- Dennis Testerman, CROP Hunger Walk Coordinator – spoke about the efforts to raise money for this program.

2.

CONSENT AGENDA

- A. Consider the minutes of the August 12, 2019 Town Council meeting.
- B. Consider a resolution authorizing the filing of an application for approval of a financing agreement authorized by N.C.G.S. 160A-20.

MOTION:

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

3A.

COMMUNICATIONS

TOWN MANAGER/FINANCE REPORT

Manager Report:

- Harrisburg Park will be closing on September 16, 2019 for the expansion and renovation project. The Harrisburg Library and Harris Depot Park will remain open we expect to re-open the completed park in July 2020.
- Thanked the Parks and Recreation staff for applying for a PARTF Grant. They received notice that we will receive \$350,000 in grant money and we are very excited to be able to use that money toward the renovations to Harrisburg Park.
- Residents will begin to see some paving projects starting up this fall. This is the beginning of our Transportation Bond projects, and we are happy to be starting these.
- Question was asked about the status of Veterans Park – Mr. Brigman stated that the project is currently on schedule and we should see some landscaping taking place soon.

Finance Report:

- Lee Connor, Assistant Town Manager/Finance Director, gave the finance and projects update.

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Asked about the policy for field sponsorship signs. A restaurant in town was apparently denied signage but was offered space on jerseys. Daniel Stines, Parks and Recreation Director stated that he was aware of the signage issue, but not the offer of space on jerseys and will check into it.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Russo

- Asked for an update on the Candystick Lane project. Rob Donham, Engineering and Public Works Director, stated that the waterline portion of the project was complete, and the stormwater portion is about 95% complete.
- Asked for an update on the Caldwell Road/Tom Query project. Mr. Donham stated that we have been given the authority to place a 4-way stop with flashing signage, but we are waiting on the traffic engineer for the final design. The Town will be paying for this improvement.

Councilmember Staton-Williams

- NC MedAssist will be giving away medicine on September 26th at Forest Hill United Methodist Church from 9am – 2pm.
- Introduced the Chair and Vice-Chair of the new Youth Council – Phillip Brown and Carley Keller (bios incorporated by reference). The first meeting will be held here at Town Hall on September 24 at 6:00pm and they will begin to work on by-laws for the Youth Council. The mission of the Youth Council is to promote civic engagement with the youth of Harrisburg and will be meeting on the 4th Tuesday of each month.

Councilmember Selberg

- The Arts, Culture and Heritage Committee will be holding their first event on September 14th just before the Rockin the Burg concert. This Multi-Cultural Festival will showcase the culture, dance, food, etc. of at least 23 countries and we encourage everyone to come out.
- The Arts, Culture and Heritage Committee will also be holding the Art Walk here in Town Center on October 12th.
- The new Sustainability Committee had its first meeting recently and we are excited to bring some new ideas and changes to promote sustainability in the community. Also, we are always looking for volunteers for all our committees so we encourage anyone who would like to be involved to contact the Town.
- The Harrisburg Business Alliance recently held a meeting to hammer out a vision for the business community and we are excited to bring more information soon.

4A.

PUBLIC HEARING

H2019-02 (R) Farmington Ridge Planned Unit Development – Site Plan Amendment (PUD-SPA). 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 included in the Council packet for more information and a site plan along with development notes are submitted for 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 SPA by the Town Council.

Jim Merrifield, MPV Properties, spoke concerning this project as well as some of his associates who will be working on the project as well.

The Public Hearing was opened.

Speaking: none

The Public Hearing was then closed.

After some discussion the following action was taken:

MOTION:

Councilmember Selberg made a motion to approve the PUD-Site Plan Amendment as requested by the applicant for the related property in application H-2019-02 (R). Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT:

Based on the staff report, the staff presentation and the applicant's presentation the proposed rezoning is consistent with 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 Barfield. **The motion passed 7-0.**

4B.

PUBLIC HEARING

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

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

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

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

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 townhomes and single-family homes to be consistent with current developer plans.

The Public Hearing was opened.

Speaking:

- Rodney Dellinger, 3713 Ayrshire Court, Harrisburg – questions

The Public Hearing was then closed.

After some discussion the following action was taken:

MOTION:

Councilmember Conrad made a motion to approve the proposed updates to the Farmington Ridge Parkway Project Development District Plan, the resolution to Create the District, and the related Infrastructure Reimbursement Agreement. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

4C.

PUBLIC HEARING

Consider the addition of a Solicitation Ordinance to the Town Code of Ordinances. 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 cannot exceed 12 calendar months. It may be renewed but is not transferable.

The Public Hearing was opened.

Speaking:

- Michael Hart, 8209 Kensington Lane, Harrisburg - questions

The Public Hearing was then closed.

Some members of Council expressed concerns that this ordinance may be a little too strict and could hurt small business in the area.

After some discussion the following actions were taken:

MOTION:

Councilmember Smith made a motion to delay consideration on the solicitation ordinance for 30 days in order to make some changes to the language. Second was made by Councilmember Conrad.

After further discussion Councilmember Smith withdrew his motion and Councilmember Conrad withdrew her second.

MOTION:

Councilmember Smith made a motion to re-open the public hearing and then recess it until next month. Second was made by Councilmember Conrad. **The motion passed 6-1 (Councilmember Selberg voting against).**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

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

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, Abington Subdivision, and on Rocky River Crossing Road.

After some discussion the following actions were taken:

MOTION:

Councilmember Russo made a motion to award the pavement resurfacing bid to Ram Paving in the amount of \$400,000. Second was made by Councilmember Smith. **The motion passed 7-0.**

6B.

NEW BUSINESS

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

After some discussion the following action was taken:

MOTION:

Councilmember Russo made a motion to award the bid to Ram Paving in the amount of \$350,000.00 and to approve the Declaration of Intent to Reimburse. Second was made by Councilmember Conrad. **The motion passed 7-0.**

6C.

NEW BUSINESS

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

MOTION:

Councilmember Russo made a motion to approve the bid to Carolina Siteworks in the amount of \$480,230.10 for the FY2019 Waterline Improvement Project. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6D.

NEW BUSINESS

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

MOTION:

Councilmember Russo made a motion to award the bid contract to Gavel and Dorn Engineering in the amount of \$60,690 for the design of Frances Haven and Farmington pump stations decommissioning. Second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

6E.

NEW BUSINESS

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

MOTION:

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

6F.

NEW BUSINESS

Consideration of Appointment to the Parks and Recreation Advisory Board. 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.

MOTION:

Councilmember Russo made a motion to appoint George Wise to the vacancy on the Parks and Recreation Advisory Board to complete the term of Quero DeSouza. Second was made by Mayor Pro-Tem Booth. **The motion passed 7-0.**

6G.

NEW BUSINESS

Consideration of Memorandum of Understanding Regarding Soccer Fields in Holcomb Woods Subdivision and related FY2020 Budget Amendment. 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 is 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.

MOTION:

Councilmember Russo made a motion to approve memorandum of understanding with TAC Holcomb, LLC relating to soccer fields facility and the related FY2020 budget amendment, as presented. Second was made by Councilmember Barfield. **The motion passed 7-0.**

7.

ACTION ITEMS

- Amend the Solicitation Ordinance and bring it to Council for consideration
- Bring the Youth Council By-Laws to Council for consideration
- Bring a proclamation for Gerald Nichols to Council next month
- Veterans Park Knee-Wall – last month Council approved an 8ft tall knee-wall at Veterans Park because the normal 4ft one would not be seen from Highway 49 due to the slope of the land. After looking as this further, it would require a fully engineered wall and that would be quite a bit more costly. It would cost at least \$125,000 and maybe more. We need direction from Council on whether to proceed with this or look at other options. After some discussion staff was directed to look at more dense landscape buffering there as well as potential bollards.
- Law Enforcement Study – they are collecting data now and would like to sit down with some members of Council to discuss. Councilmembers Barfield, Conrad, and Smith will meet with them.
- Vision Statement – working on this and Council will need to discuss.

8.

CLOSED SESSION

MOTION:

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

Upon returning from Closed Session the following action was taken:

MOTION:

Councilmember Smith made a motion to come out of Closed Session and return to regular business with a second from Mayor Pro-Tem Booth. **The motion passed 7-0.**

9.

ADJOURNMENT

MOTION:

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

ATTEST:

Steve Sciascia, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the September 9, 2019 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the September 9, 2019 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the October 2, 2019 Special Meeting of Town Council.

Presenting Personnel:

Suggested Motion or Action:

Motion to approved the minutes of the October 2, 2019 Special Meeting of Town Council.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes October 2, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA
SPECIAL TOWN COUNCIL MEETING
WEDNESDAY, OCTOBER 2, 2019
HARRISBURG TOWN HALL
6:00 PM**

MINUTES

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

ABSENT: Councilmember Rick Russo

**1.
CALL TO ORDER**

**2.
CLOSED SESSION**

MOTION:

Mayor Pro-Tem Booth made a motion to go into Closed Session to discuss potential land acquisition. Second was made by Councilmember Selberg. **The motion passed 6-0.**

Upon returning from Closed Session the following action was taken:

MOTION:

Councilmember Barfield made a motion to come out of Closed Session and return to regular business. Second was made by Mayor Pro-Tem Booth. **The motion passed 6-0.**

**3.
NEW BUSINESS**

Consideration of land acquisition and economic development opportunities for Town Center.

MOTION:

Councilmember Selberg made a motion to set a public hearing for October 14, 2019 to consider Economic Development incentive opportunity in Town Center. Second was made by Mayor Pro-Tem Booth. **The motion passed 6-0.**

**4.
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 6-0.**

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the October 2, 2019 Closed Session.

Presenting Personnel:

Suggested Motion or Action:

Motion to approve the minutes of the October 2, 2019 Closed Session.

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Change Order for Cabarrus Woods Sewer Rehab Project

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

Motion to approve the change order with Carolina Siteworks for the replacement sanitary sewer pipe in Cabarrus Woods to \$251,938.54.

Description/Background:

This is a portion of a total project for the Sewer Rehab of Cabarrus Woods that was budgeted in FY2019 in the amount of \$680,000.

This work consisted of the total replacement of approximately 1400 LF of 8" vitrified clay pipe that is dilapidated and failing with new 8" pvc pipe.

Carolina Siteworks, Inc. was the lowest bidder at \$245,780. The contract increase was required to set an additional manhole, clear rock from the area that was not identified prior to bidding, and lay stone to bed the pipe to WSACC and Town of Harrisburg Standards. There was a savings of \$3,103.50 on the original contract and this change order is for \$9,206.04, which is a net increase of \$6,158.54. The final contract amount is \$251,938.54.

Recommendation:

To approve the change order to the Cabarrus Woods Sewer Rehab contract with Carolina Siteworks.

Fiscal Impact:

The fiscal impact to the Town is an additional cost of \$6,158.54. The total project budget, as approved in the FY2019 budget and CIP, provides \$680,000 in funding. If this contract amendment is approved, the project is still scheduled to come in \$32,407.22 under the total budget. No project ordinance amendment is required.

Attachments:

1. Cab Woods CO 1 8 Oct 19

Date of Issuance: 7/11/2019	Effective Date: 7/11/2019
Owner: Town of Harrisburg, NC	Owner's Project No.: 2019-6000-008-01
Contractor: Carolina Siteworks	Contractor's Project No.: N/A
Engineer: N/A	Engineer's Project No.: N/A
Project: Cabarrus Woods Sewer Rehab	Contract Name: Pipe Replacement

The Contract is modified as follows upon execution of this Change Order:

Description:

Carolina Siteworks agreed to furnish an additional manhole approximately 10' deep to accommodate a failing NCDOT culvert pipe. Additional bedding stone, seeding, and asphalt patching was required above what the original contract quantities called for.

Attachments: *See Pay Estimate 2.*

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price:		Original Contract Times:	
\$ 245,780.00		Substantial Completion:	
		Ready for Final Payment:	
			days or dates
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 251,938.54		Substantial Completion:	No Change
		Ready for Final Payment:	
			days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: N/A	By: _____	By: <u>J.O. Sull</u>		By: _____	
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: N/A	Title: _____	Title: <u>PRESIDENT</u>		Title: _____	
Date: N/A	Date: _____	Date: <u>10-8-19</u>		Date: _____	



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Change Order and Project Ordinance Amendment for Candystick Water and Storm Drainage Improvements

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

To approve change order #1 for Candystick Circle Waterline and Storm Drainage Improvement project which will increase the contract amount to \$133,124.42 and the related project ordinance amendment, as attached.

Description/Background:

This project improved water quality, fire flow, and storm water conveyance to the existing neighborhood. The storm water improvements decreased the likelihood of flooding in yards on Candystick Circle, and contributed positively to the System A storm water rehabilitation projects.

Carolina Site Works was the low bidder for the project and performed the work professionally and on-time.

This section of the project did not originally appear on the capital project list, but as a result of other water line improvements made in this area it was determined that the Candystick Circle water line was in need of replacement. Driveway aprons were also widened to the full width of the driveway rather than only the trench width for a better finished product for the residents.

These improvements have necessitated the change order.

Recommendation:

Staff recommends approval of the change order to the contract with Carolina Siteworks for the Candystick Circle Waterline and Storm Drainage improvements and the related project ordinance amendment.

Fiscal Impact:

The fiscal impact to the Town is \$8,641.82.

This project as a whole is still below the total budget set by Council of \$158,900. We are requesting to shift funds saved on Engineering design to the construction portion of the project budget.

If the change order and project ordinance amendment are approved, the new budget for design and construction will be \$24,900 and \$134,000, respectively, and still within the total project budget of \$158,900.

Attachments:

1. Candystick CO 1 8 Oct 19
2. Project Amendment -WSCPF Candystick Circle 10142019

Date of Issuance: 9/16/2019	Effective Date: 9/16/2019
Owner: Town of Harrisburg, NC	Owner's Project No.:
Contractor: Carolina Siteworks	Contractor's Project No.: N/A
Engineer: N/A	Engineer's Project No.: N/A
Project: Candystick Circle Water and Storm	Contract Name: Candystick

The Contract is modified as follows upon execution of this Change Order:

Description:

Carolina Siteworks agreed to furnish additional concrete driveway aprons to replace a full driveway section that was previously not accounted for (pipe trench width only). In addition, CSW agreed to provide a secondary tie-in and additional services tie-ins that were not thought to connect along the service route of the proposed pipe replacement.

Attachments: See Pay Estimate 2.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES	
Original Contract Price:		Original Contract Times:	
\$ 124,482.60		Substantial Completion:	
		Ready for Final Payment:	
			days or dates
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 133,124.42		Substantial Completion:	No Change
		Ready for Final Payment:	
			days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: N/A		By:		By: <u>T. J. Sauer</u>	
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: N/A		Title		Title <u>President</u>	
Date: N/A		Date		Date <u>10-8-19</u>	



AN ORDINANCE AMENDING THE 2019-2020 CAPITAL PROJECT ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the Capital Projects Fund - Water and Sewer project ordinance for the fiscal years beginning July 1, 2018 and ending June 30, 2020:

Section 1. Amend Capital Projects Fund – Water and Sewer line items to account for a change order to the Candystick Circle Waterline and Storm Drainage project.

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

Decrease line item 631-6450-56310 Professional Services	\$ 9,000
Increase line item 631-6450-57100 Construction	\$ 9,000

Section 3. Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to Add a Solicitation Ordinance to the Town Code of Ordinances (Recessed from September 2019)

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:

Town Council opened this public hearing at the September 2019 Council meeting and subsequently recessed it to the October meeting to make some changes to what was presented to Council.

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. This ordinance intends to provide law enforcement officers with the authority to address solicitors and ensure they follow proper guidelines and requirements.

Upon the feedback provided by Town Council during the September 2019 Public Hearing, staff made subsequent changes to address those concerns. The two changes made to the proposed ordinance are as follows:

- Added language to allow exempted organizations to conduct activities beyond fund-raising; to include sales, marketing, or other activities representative of their organization.
- Removed the requirement of a bond being submitted to the Town as part of the solicitation permit.

An additional request was made by a Council member to remove businesses from being covered by the ordinance language for fear that it may restrict normal business practices for some businesses. This edit has not been included in the edits to the document for lack of consensus, but it can be discussed for consideration by the Council. To achieve the edit, a simple removal of the phrase "or businesses" from Section 111.01 (A) is required.

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 (2)
2. Solicitation Ordinance PowerPoint Presentation
3. 2020 Schedule of Fees - Solicitation

CHAPTER 111 - SOLICITATION

Sec. 111.01 - 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. 111.02 - Exceptions.

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

Sec. 111.03 - 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. 111.04 - 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. 111.05 - 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. 111.06 - 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. 111.07 - 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. 111.08 - 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.

Sec. 111.09 - 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)



HarrisburgNC
The right side of opportunity

Solicitation Ordinance

September 9, 2019

Solicitation Ordinance Overview

- During the summer the Town received several calls from residents related to solicitors in their neighborhoods conducting rude and aggressive sales tactics
- The Town, and law enforcement officials, had no authority to regulate the solicitors due to a lack of ordinance governing such acts
 - Cabarrus County also has no such ordinance
- The Town previously considered a Solicitation Ordinance in 2010, but the ordinance was never voted on
 - Concern at the time was related to how the ordinance would impact non-profit organizations
- Town staff reviewed other ordinances and discussed ordinance implementation with other community leaders before drafting its proposed ordinance
 - Priority centered around creating an ordinance that gave law enforcement the tools they needed to protect citizens and businesses from nuisance solicitors

Solicitation Ordinance Intent

- Protect property owners and businesses from unwanted solicitation
- Provide law enforcement with ordinance authority to address unwanted solicitors
- Ordinance will be driven by complaints
 - Meaning no proactive enforcement of the ordinance will take place
 - The Town will not interfere with current business solicitation practices that are approved by the business
 - Town/Law Enforcement will respond when engaged by the public or business
- Cabarrus County Sheriff's Department will be the enforcement agency for the Town

Solicitation Ordinance Language

- Makes it unlawful for any person to enter upon any privately-owned premises or business without permission or invitation of the owner/occupant for the purposes of soliciting sales, orders, goods, wares, merchandise, or services (both immediate or future delivery) without first receiving a permit from the Town
- Recognized charitable organizations, churches, schools, civic organizations and similar neighborhood associations performing fund-raising, sales, marketing, or other activities are **EXEMPT**
- Outlines expectations of applicants and fees associated with the permit
- The Town will issue permits for a period of 12 months; permits will be \$25
- Violators may be charged with a Class 3 misdemeanor and fined \$150

Solicitation Ordinance Language (additional)

- Requires identification of applicant, or anyone acting on behalf of the applicant, to identify if they have been convicted of a criminal offense
- The Town may choose to deny an applicant, or revoke a permit, under the following conditions:
 - the ordinance is violated
 - the best interest of the health and safety of the community is in jeopardy
 - the applicant or its associates have been convicted of criminal offenses
- Protects citizens from being accosted by a solicitor
- Prohibits solicitation within 50 feet of a financial institution or ATM/teller machine
- Prohibits solicitation within 50 feet of any outdoor dining area or outdoor merchandise area
- Prohibits solicitation within 50 feet of a public transit stop
- Prohibits solicitation while a person is standing in line waiting to be admitted to a commercial establishment

Questions?

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:

Public Hearing for Consideration of Economic Development Loan for Town Center Project

Presenting Personnel:

Haynes Brigman, Town Manager

Suggested Motion or Action:

If approved, the following motions will be needed:

1. Motion to approve the attached economic development agreement, authorizing the Town Manager and Town Attorney to make any necessary modifications to the agreement prior to execution.
2. Motion to approve the attached Declaration of Official Intent to Reimburse.
3. Motion to approve the attached Resolution to Restore Fund Balance.
4. Motion to approve the attached budget amendments for the General Fund and Capital Reserve Fund - General Fund.

Description/Background:

The Town Council is considering an economic development loan agreement with Capital Nexus, LLC for the purposes of executing the full land acquisition of 15.03 acres of vacant and developed Town Center parcels for the construction of a mixed-use center that would revitalize and fulfill the stagnant Town Center - which is viewed as the downtown for the Town of Harrisburg.

The mixed-use center concept approved by the Town Council in May 2019 consists of 148,000 square feet of office space, 176,300 square feet of retail/commercial space, 19,500 square feet for an arts and cultural center, a 15,000 square foot public green space, and 333 residential units, with a total new tax base of over \$150 million.

The Town has been working for more than a year with Capital Nexus on the site plan to ensure it meets the desired build out of the Town Center area. After the completion of the site plan and rezoning process, the Town conducted a market study of the proposed development to ensure the build out met the market demands.

During this time, Capital Nexus has been under contract to purchase the 15.03 acres from the current property owner at a purchase price of \$8.4 million, with a closing date scheduled for October 15, 2019. Capital Nexus has secured \$5.4 million in funding for the land acquisition, and had an agreement in place with the property owner to finance the remaining \$3 million purchase price.

The agreement between the two parties related to the \$3 million financing was never finalized, and details of the financing arrangement changed in a manner that would prohibit Capital Nexus from beginning any capital improvements to all 15.03 acres before the loan was paid in full.

In mid-September, Capital Nexus reached out to the Town about funding help to secure the remaining \$3 million necessary to close on the property. Since that time, Capital Nexus has sought funding for the remaining funds from US-based lending institutions but will be unable to secure the funds in time for the October 15th closing.

Under State law, the Town is limited in how it can lend money. NCGS 158-7.1 permits a local government to make appropriations for economic development purposes, and NCGS 160a-20.1 permits a local government to lend money to private entities to carry out a public purpose (such as land acquisition and economic development).

Under consideration is a partnership loan between the Town of Harrisburg and Capital Nexus, LLC in the amount of \$3 million to assist in the property acquisition of 15.03 acres in Town Center for purposes of achieving the mixed-use center outlined in the rezoning site plan approved by Town Council.

The Town would charge a 6% annual rate of interest on the loan, and require a \$25,000 down payment on the loan at closing. Repayment of the loan is expected by June 30, 2020, with notice of intent to close received by May 15, 2020, or the Town would seek foreclosure procedures, or seek ownership through deeds held in escrow, on two identified parcels within the Town Center boundaries. Those two parcels have been separately identified in the agreement with Capital Nexus, holding a combined appraised value of \$3,997,000.

The Town proposes to use \$1 million from its Capital Reserve Fund, and \$2 million from its General Fund Balance to fulfill the loan proceeds. A budget amendment to accomplish this loan is necessary, in addition to a Fund Balance replenishment plan adopted by the Town Council, as the proceeds from Fund Balance necessary for the loan would require the Fund Balance to dip below the 40% threshold our Fund Balance Policy requires.

The Town's participation in this project is for economic development purposes only, not to act as a traditional lending institution for purposes of revenue generation; however, if the loan is paid back by May 15, 2019, the Town will receive financial benefit from the interest gained on the loan (estimated at \$120,000).

If notice to close is not received by May 15, 2020, and the full loan is not paid in full by June 30, 2020, the Town would begin the process of taking ownership of two parcels. These two parcels have an appraised value of \$3,997,000, which provides collateral protection for the Town on the loan. If defaulted, the Town would seek to market and sell these parcels for development as quickly as possible.

An intent to reimburse the Town's Capital Reserve Fund and Fund Balance will also be approved to allow the Town to replenish the funds in the event of a default by seeking private financing opportunities until the parcels are sold.

Capital Nexus has shown the Town their financial ability to close on the \$5.4 million portion of the land acquisition and is currently in the due diligence phase for securing financing to repay the loan with the Town.

The Town has sought advice and guidance for this appropriation process from its Town Attorney, third-party Financial Adviser and Bond Counsel. While this type of arrangement is not overly common in North Carolina, we have received general consensus that it is within the purview of municipal authority for economic development purposes.

The Pros:

- Securing site acquisition of all remaining Town Center parcels to ensure the best, and highest use, is achieved.
- Partnering with a developer that shares the same vision for Town Center development as the Town.
- Allowing the developer to continue on schedule with Town Center improvements proposed in the approved site plan.
- Town Center development would add tremendous tax base revenue to the Town, new jobs and additional service opportunities for residents, public infrastructure improvements in Town Center, and a cultural arts opportunity.
- Short-term loan from the Town will provide some financial benefit related to interest revenue.
- Despite utilizing Capital Reserve Funds and Fund Balance, the Town will still be able to fund all of its approved capital projects in FY2020.

The Cons:

- Risk of default by Capital Nexus on the loan would put the Town in position of owning the land and having to sell the property. While the land holds more market value than the loan amount, the Town prefers to stay out of the real estate business.
- Lowering fund balance levels to fund the loan puts the Town at potential risk of not being able to fund large, unexpected expenses during the period of time the loan remains unpaid to the Town.

Recommendation:

Staff recommends approval of the Economic Development Agreement, Declaration of Official Intent to Reimburse, Resolution to Restore Fund Balance and budget amendments.

Fiscal Impact:

With the Town lending \$3M to the Developer, the accounting transactions will ultimately show an expense of \$3M as a disbursement of installment financing. There will be a \$1M transfer from the capital reserve fund into the General Fund and the \$3M in financing will be expensed out of the General Fund. At such time as the principal is repaid, it will show as revenue and will offset this expense.

Utilizing \$2M of fund balance in the General Fund will cause its fund balance to drop from 40% to 21.75%, which is below the threshold established in our fund balance policy. This agenda item will have a resolution of a replenishment plan to bring the fund balance back to 40%, as required by the policy. This will either occur with the repayment of the principal loan or the sale of the property through a foreclosure process, in the event of default by the borrower.

Utilizing \$1M of fund balance from the Capital Reserve Fund will deplete a large portion of the remaining fund balance in that fund. As noted previously, all capital outlay projects approved with the FY2020 budget will continue to be funded without issue. With all of the approved capital project purchases to date, there is \$1,323,664 remaining in fund balance for the Capital Reserve Fund. By removing \$1M from this, there will still be \$323,664 remaining to address capital needs that may come up during the year. If the fund balance has not been restored by June 30, 2020, a stipulation has been put in the resolution to reinstate the fund balance to fund the capital reserve fund with any dollars that exceed the 21.75% fund balance of the General Fund until that fund balance gets restored.

If the loan goes into default, the foreclosure process will go past June 30, 2020 and fund balance will not be able to be restored. Depending on the final details of the agreement, the Town may be able to take a loan out to reimburse ourselves if those funds are needed before sale of the property can occur.

To allow us to do this, a declaration of intent to reimburse has been added to the agenda to give the Town the authority to borrow money to restore fund balance until such time as the property can be sold and the debt paid off. If the property goes through the foreclosure process, the Town will have the opportunity to purchase it through foreclosure and still sell it or allow it to be sold through the foreclosure process and receive the funds to pay the loan to the developer off.

Attachments:

1. Town Center - Economic Development Loan PowerPoint Presentation
2. Town Center - Economic Development Agreement Terms DRAFT
3. Resolution - Fund Balance Restoration
4. Declaration of Intent to Reimburse - Town Center Economic Development Loan
5. Amendment - GF - \$2M - Town Center Loan
6. Amendment - GF - \$1M - Town Center Loan
7. Amendment - CRF-GF - Town Center Loan
8. Amendment - GF Town Center Loan Repayment 10142019



HarrisburgNC
The right side of opportunity

Town Center – Economic Development Discussion

October 2, 2019

Town Center Project Overview

- Capital Nexus, LLC is seeking to acquire 15.03 acres in Town Center with plans to build a mixed-use center
 - The Town has been actively working with Capital Nexus for more than a year on the project
- The mixed-use center is expected to have up to 148,000 square feet of office space, 176,300 square feet of retail/commercial space, a 19,500 square foot cultural arts center, a 15,000 square foot public green, and 333 residential units
- Total investment for the mixed-use center is estimated at \$150 million
 - The project will bring life to an otherwise stalled Town Center area
 - Will create a dynamic downtown for the Town of Harrisburg
 - Will generate roughly \$530,000 annually in new ad valorem tax revenue
 - Additional revenue will be generated via Sales Tax and other revenue options

Town Center Project Overview



Current Status of the Project

- Capital Nexus, LLC has the property under contract to purchase from the current property owner Erjola 550 Kinderkamack LLC and Harrisburg Town Center VII LLC
- The property is expected to close on October 15, 2019
- Financial terms of the contract have changed over the last 45 days, putting Capital Nexus in a position to find a portion of the funding in an unrealistic period of time
- The total purchase price for the 15.03 acres is \$8.4 million
 - Capital Nexus has secured \$5.4 million
- Capital Nexus has already invested roughly \$1 million in deposits and other soft costs on the project (engineering, architecture, etc.)

Request from Capital Nexus

- Due to the funding gap necessary to close on the property, and the timeline for closing on the property quickly approaching, Capital Nexus is seeking partnership with the Town
 - Capital Nexus is seeking \$3 million towards property acquisition
- The Town has limited options in participating with private development, but here are a few examples that are allowed by State statute:
 - Public Private Partnerships
 - Establish a Redevelopment District
 - Make grants to private development for public infrastructure improvements
 - Issue loans to private developers

Town Options

- ✗ • Public Private Partnership (P3) – There are a lot of statutory requirements to meet a true P3 agreement, which we are unable to accomplish at this time
- ✗ • Establish a Downtown Redevelopment District – There are a lot of statutory requirements that we will not be able to meet, eliminating this option
- ✗ • Issue a grant to the developer for public improvements – We are unable to do this because the developer is seeking assistance on land acquisition, not public infrastructure improvements
- ✓ • Issuing a loan to the developer, following State statutes for economic development, is our only viable option

Municipal Loan to Private Developer

- NCGS 158-7.1 permits a local government to make appropriations for economic development purposes
- NCGS 160a-20.1 permits a local government to lend money to carry out a public purpose for which the municipality is statutorily authorized to engage
- In this circumstance, the Town would make a loan to a private developer for purposes of economic development
 - Statute requirements for issuing a loan:
 - Must be for a purpose authorized by a municipality to do on its own, including site acquisition and economic development
 - Public Hearing must be held to announce the purpose of the loan
 - Determine what new jobs may be created, and probable average wage
 - Determine whether the loan will be issued for market rate of interest (higher or lower)

Statutory Requirements

- Tax Base Impact:
 - \$151,787,500 total investment for the project
 - Includes land, construction, design, public infrastructure, etc.
 - Will generate an estimated \$530,000 annually in new ad valorem tax revenues for the Town
- Employment Impact (probable estimates):
 - Operation phase will have a direct job creation impact of 763 new jobs
 - Based on Cushman Wakefield's national average of 194 square feet per employee
 - Construction phase will have an indirect job creation impact of 849 jobs
 - Average Annual wage = \$59,745

Loan Details

- Harrisburg loans Capital Nexus \$3 million to complete land acquisition
- Annual rate of interest of 6% on the loan
 - 6% rate is higher than fair market rate for commercial loans (3-5%)
- Repayment of the loan will be completed by June 30, 2020
 - Capital Nexus will notify the Town of their intent to close by May 15, 2020
- Simultaneous with the closing, the Town will secure first lien holder position on two parcels within Town Center, and/or place the deed to the parcels in escrow for the Town

Parcel 1 = 1.38 acres with building (old Sports Junction site)

Appraised Value = \$2,302,000

Parcel 2 = 3.198 acres (vacant land to the east of Town Hall)

Appraised Value = \$1,695,000

Total Appraised Value = **\$3,997,000**

Parcel Locations



Town Funding Mechanism

Make payment to Capital Nexus for \$3 million, upon receipt of Capital Nexus' transfer to escrow for their \$5.4 million commitment

- \$1 million from Capital Reserve Fund
- \$2 million from Fund Balance

Implications to the Town:

- Capital Reserve Fund
 - We will still be able to fund all capital projects budgeted for FY20
 - Would limit any new capital funding that is not already budgeted
 - Will deplete Capital Reserve funds for remainder of current budget year
- Fund Balance
 - Would reduce our current Fund Balance from 40% to 21.75%
 - Would not impact any currently approved funding needs
 - Would require an adopted plan by Town Council to replenish funds

What are the benefits to the Town?

- Allow the completed sale of 15.03 acres to Capital Nexus, who intends to develop the site according to the rezoning site plan
 - Jump start development in Town Center, increased tax base, new jobs and service opportunities for our community
 - Rezoning site plan was approved unanimously by Town Council in May 2019
- Gives site control to a developer who shares the same vision as the Town for development of Town Center
- Allows the developer to move forward without delay on the project
- If the loan is paid in full by June 30, 2020 (with notification by May 15, 2020):
 - Interest revenue on the loan is estimated at \$120,000
 - Repayment will allow for the principal to be returned to the Capital Reserve and Fund Balance funds

What if they default?

- By securing liens, or deeds in escrow, on two parcels within Town Center, the Town has collateral on the loan
- If the loan is defaulted, the Town would assume full ownership of the two parcels
 - Value of the parcels is greater than the loan amount (\$3.997 million compared to \$3 million)
- The Town would look to secure a loan to repay our Capital Reserve and Fund Balance funds so there are no future negative impacts
 - This would require LGC approval, and we would not know their decision until an application is made
 - Loan cost is estimated at \$250,000/annually for the length of time the loan is carried
 - An estimated \$50,000 of that payment is interest, which is the true cost to the Town
 - The Financial Model shows that the Town could absorb the new debt service payment on the loan for several years (worst case scenario) without a negative impact to other funding obligations
 - The sooner the property is sold, the less interest is paid
- The two parcels would be marketed to be sold immediately

Additional Detail

- If a loan for repayment of Capital Reserve and Fund Balance funds is not received, the risk to the Town is carrying a lower Fund Balance reserve until such time that the land is sold
 - This does not risk any planned Capital Reserve Fund projects already outlined in the Town's 10-year Capital Improvement Plan
- Capital Nexus intends to make improvements to the building on the site held by the Town under the lien/deed in escrow (the old Sports Junction building)
 - Improvements include an immediate upfit for a restaurant, market, and/or brewery in the short term
 - These improvements to the building will only improve the collateral position of the Town on the property
- Capital Nexus is currently in the due diligence phase with a lending institution for the repayment of funds to the Town
 - They anticipate being able to make full payment to the Town during the period of time allowed under the general terms of the loan

Questions?

STATE OF NORTH CAROLINA

ECONOMIC DEVELOPMENT AGREEMENT

COUNTY OF CABARRUS

This ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between CAPITAL NEXUS, LLC ("Developer") and the TOWN OF HARRISBURG ("Town"), as of the date that both parties have executed this document.

RECITALS

1. The Town is interested in helping to spur economic development within its boundaries, and in particular within the Town Center Project, which is deemed a downtown area for the Town and is also the location of the Town Hall.

2. This project is approximately 20 years old and has not been completely built out. The undeveloped portion is still owned by the original developer of the Town Center project.

3. The property owner is willing to sell most of the undeveloped portion of the project to Developer, who has created a new plan for completion of the project, which the site plan has already been approved by the Town Council.

4. The property owner and Developer have entered into a contract for the sale of the incomplete part of the project, which agreement originally provided that the selling developers would finance \$3 million of the purchase price. The Town was notified that a disagreement has arisen between those parties as to how that seller financing was to be retired.

5. The closing date for this sale is scheduled for October 15, 2019. Developer has its other financing lined up for this transfer, but does not have enough time before the closing date to replace the seller financing with other bank financing.

6. Developer has previously invested approximately \$1 million in deposits and other soft costs for the project, including engineering and architecture fees. The total purchase price for the 15.03 acres portion of the Town Center being purchased by Developer is \$8.4 million.

7. In order to assist Developer in completing the purchase of the Town Center Project land, and "but for" the Town providing financing to, the Developer will be unable to complete this purchase. Therefore, the Town is willing to loan the Developer the additional \$3 million it needs, on a short term basis at an above-market interest rate, and with a first priority position on some of the real estate being purchased by Developer, so that the Town's loan is completely secured.

8. The plan submitted by Developer for this property is a mixed-use project with some commercial and retail space, Class A office space, a cultural arts center and multi-family residential

units. The total investment will be roughly \$150 million, which will generate about \$530 thousand annually in new ad valorem tax revenue, not to mention additional sales tax and other types of revenue.

9. N. C. Gen. Stat. §158-7.1 permits a local government to make appropriations for economic development purposes, so long as it is for a public purpose and the notice and hearing requirements for economic development projects are met.

10. N. C. Gen. Stat. §160A-20.1 permits a local government to lend money to carry out a public purpose which the local government is statutorily authorized to engage in.

Based on the foregoing Recitals and the Terms contained below, which together constitute sufficient legal consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

TERMS

1. The Town agrees to loan Developer \$3 million, but only to complete the land acquisition of the incomplete part of the Town Center Project. Such loan shall be made after such time that the remainder of the funds for the total land purchase by the Developer has been put in escrow and will be funded prior to the Developer's closing on the purchase of this land, but only after all documents required by the Town in connection with this loan, including the documents for the security for the loan as provided below, have been executed and recorded.

2. The annual rate of interest on this loan shall be 6%.

3. The Developer shall make a down payment in the amount of \$25,000 at closing, which shall be applied to the principal balance due to the Town.

4. The loan shall be repaid in full by June 30, 2020. By May 15, 2020 the Developer shall advise the Town in writing as to whether it will in fact pay the loan in full by June 30, 2020. If Developer is unable to so advise the Town, the Town can either proceed to record with the Register of Deeds the two deeds being held in escrow pursuant to Paragraph 4, below, and may sell the properties or hold them for future sale, or proceed with foreclosure proceedings.

5. The Developer shall give the Town a first priority position on the following two pieces of property that are part of the Town Center Project:

a) 3.198-acre unimproved tract on Main Street in Harrisburg, North Carolina (which is part of PIN 5507-97-0368) and which has been appraised for \$1,695,000 by the Town; and

b) 1.38-acre parcel with an existing building, located at 4245 Main Street in Harrisburg, North Carolina (PIN 5507-87-8589) and which has been appraised for \$2,302,000 by the Town.

The first priority position granted to the Town shall be by the Developer putting fully executed general warranty deeds to the above two properties, naming the Town as grantee in the deeds, in

escrow with the Town Attorney on October 15, 2019. The Developer can take no action that would impair the title to either of these properties from the time it takes title until the deeds to the Town are recorded, including any secondary financing using these properties as collateral, in order to preserve and accord to the Town fee simple title to these properties.

6. The Town agrees to assume any lease agreements that may be entered into by the Developer during the loan period within the current structure located on PIN 5507-87-8589 and further allow any necessary improvements to such building, as long as the funding for the improvements do not impair the title or the Town's first priority position in any way.

7. This document with the aforementioned loan and deed documents evidencing that transaction contain the entire agreement of the parties with regard to this subject matter. Any amendment to any of these documents must be in writing and signed by authorized representatives of both parties to be effective.

8. The remedies for breach of this Agreement under North Carolina law are cumulative in addition to the remedies allowed under each of the loan and deed documents.

9. This Agreement may not be assigned, delegated, or transferred by Developer.

10. No failure or delay on the part of the Town to exercise any right or remedy under this Agreement or the loan or deed documents shall operate as a waiver.

11. This document shall be construed according to North Carolina law.

12. Any lawsuit to enforce the provisions of this Agreement or the loan or deed documents shall be brought exclusively in the Superior Court of Cabarrus County.

IN WITNESS, the parties through their authorized representatives have executed this Agreement as indicated below.

TOWN OF HARRISBURG

By: _____

Town Manager

Date: _____

CAPITAL NEXUS, LLC

By: _____

Member or Manager

Date: _____



RESOLUTION TO RESTORE FUND BALANCE

WHEREAS, A resolution to establish a fund balance policy of the Town of Harrisburg was approved at the November 9, 2015 Town Council meeting which established in Section 3, that should fund balance fall below the forty percent (40%) threshold, a plan shall be created with Town Council approval, to restore the reserves within two (2) years. If the restoration cannot be accomplished within such time period without severe hardship to the Town, then the Town Council will establish a different but appropriate time period; and

WHEREAS, as result of utilizing \$2,000,000 of General Fund fund balance for the Town Center Economic Development loan, fund balance in the General Fund will be reduced to twenty one and three quarters percent (21.75%), using the most recent calculation date of June 30, 2019.

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

Section 1. The Town expects a full restoration of the deficit in fund balance via repayment of the Town Center Economic Development loan before June 30, 2020. The Town acknowledges that loan default is possible and would result in the foreclosure of the collateralized real property attached to the Town Center Economic Development loan; and

Section 2. The foreclosure of the real property would result in a sale of the property by a Trustee with first claim to the distribution of proceeds awarded to the Town; and

Section 3. The proceeds received from the sale of the properties used as security on the Town Center Economic Development loan would be used to restore General Fund fund balance to forty percent; and

Section 4. If the agreement is in default at the end of FY2020 and fund balance has yet to be restored, any excess in revenues over expenditures realized at the end of FY2020 in excess of the fund balance noted above of 21.75% shall be credited to capital reserves.

This resolution is effective upon its adoption this 14th day of October, 2019.

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



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 purchase of real property within Town Center, referred to as the "Town Center Economic Development loan."
2. **Plan of Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which may 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 \$3,100,000.
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 14th day of October, 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 14th day of October, 2019.

[Clerk]

Date



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 Town Center Economic Development loan.

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

Increase line item 100-8100-59400	\$ 2,000,000
Issuance of Installment Debt	

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

Increase line item 100-48599	\$ 2,000,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

Section 1. Amend General Fund line items to account for the Town Center Economic Development loan.

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

Increase line item 100-8100-59400	\$ 1,000,000
Issuance of Installment Debt	

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

Increase line item 100-49905	\$ 1,000,000
Transfers In – Capital Reserve Fund - General Fund	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

Section 1. Amend Capital Reserve Fund – General Fund line items to account for the Town Center Economic Development loan.

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

Increase line item 200-8500-59100	\$ 1,000,000
Transfers Out – General Fund	

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

Increase line item 200-48599	\$ 1,000,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2019-2020 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

Section 1. Amend General Fund line items to account for the repayment of the Town Center Economic Development loan.

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

Increase line item 100-82000	\$ 3,000,000
Repayment of Installment Debt	

Increase line item 100-47110	\$ 120,000
Interest Income	

Decrease line item 100-48599	\$ 3,120,000
Appropriated Fund Balance	

Section 3. Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Budget Amendments for FY2019 end-of-year Capital Reserve Fund transfers

Presenting Personnel:

Brian Lee, Deputy Finance Director

Suggested Motion or Action:

To approve the FY2019 end-of-year Capital Reserve Funds' transfer budget amendments, as attached.

Description/Background:

Town Council implemented a 40% fund balance policy for the General Fund in FY2017. The policy states that 40% of current year operational and debt service expenditures must be maintained in available fund balance and the remainder will be transferred to the Capital Reserve Fund - General Fund. The funds transferred to the Capital Reserve Fund are then legally restricted to be used to fund capital purchases only.

40% of General Fund operational and debt service expenditures totaled \$4,321,739, which allows for a transfer of the excess, or \$2,900,000. The original budget was adopted with an anticipated transfer of \$1,100,000.

Town Council implemented a 40% fund balance policy in FY2018 and adjusted that percentage down to 30% during FY2019 for the Enterprise Fund (Water & Sewer). The calculation methodology and restrictions on the Capital Reserve dollars are the same for the Enterprise Fund as in the General Fund.

30% of Water and Sewer operational and debt service expenditures totaled \$2,363,965, which allows for a transfer of the excess, or \$2,700,000. The original budget was adopted with an anticipated transfer of \$880,000. The 10% reduction in the reserved fund balance in the Water and Sewer Fund contributes approximately \$800,000 towards the increased transfer.

The increased transfer amount will allow us to fund capital projects without putting additional pressure on the water and sewer rates as the sole means of funding capital projects. The reduction in Fund Balance percentage from 40% to 30% allowed us to limit the water and sewer rate increase implemented in FY2020.

Recommendation:

Staff recommends approval of the budget amendments, as presented.

Fiscal Impact:

\$2,900,000 will be transferred from the General Fund to the Capital Reserve Fund - General Fund. Total fund balance in the Capital Reserve Fund - General Fund will total \$4,085,839 as of June 30, 2019.

\$2,700,000 will be transferred from the Water and Sewer Fund to the Capital Reserve Fund - Water and Sewer. Total

fund balance in the Capital Reserve Fund - Water and Sewer will total \$6,628,318 as of June 30, 2019.

Attachments:

1. Amendment -GF Fund Balance Transfer 10142019
2. Amendment -CRF-GF Fund Balance Transfer 10142019
3. Amendment -WS Fund Balance Transfer 10142019
4. Amendment -CRF-WS Fund Balance Transfer 10142019



AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

- Section 1.** Amend General Fund line items to account for Fund Balance Policy transfer.
- Section 2.** To amend the General Fund, the appropriations are to be changed as follows:
- | | |
|---|--------------|
| Increase line item 100-8500-59102 | \$ 1,800,000 |
| Transfers Out – Capital Reserve Fund – General Fund | |
- Section 3.** To amend the General Fund, the revenues are to be changed as follows:
- | | |
|------------------------------|--------------|
| Increase line item 100-48599 | \$ 1,800,000 |
| Appropriated Fund Balance | |
- Section 4.** Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.
- Section 5.** That this ordinance shall be effective upon its passage. Adopted this 14th day of October 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. Amend Capital Reserve Fund – General Fund line items to account for Fund Balance Policy transfer.

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

Increase line item 200-49900 Transfers In – General Fund	\$ 2,900,000
---	--------------

Decrease line item 200-48599 Appropriated Fund Balance	\$ 2,900,000
---	--------------

Section 3. Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of October 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. Amend Water and Sewer Fund line items to account for Fund Balance Policy transfer.

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

Increase line item 400-8500-59106	\$ 1,820,000
Transfers Out – Capital Reserve Fund – Water and Sewer	

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

Increase line item 400-48599	\$ 1,820,000
Appropriated Fund Balance	

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

Section 5. That this ordinance shall be effective upon its passage. Adopted this 14th day of October 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. Amend Capital Reserve Fund – Water and Sewer line items to account for Fund Balance Policy transfer.

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

Increase line item 650-49555	\$ 1,820,000
Transfers In – Water and Sewer Fund	

Decrease line item 650-48599	\$ 1,820,000
Appropriated Fund Balance	

Section 3. Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of October 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Contract with Gavel and Dorn Engineering for Construction Administration and Inspection Services for the West Rocky River Elevated Storage Tank

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

Motion to award the contract to Gavel and Dorn Engineering in the amount of \$430,448 for Construction Administration and Inspection Services for the West Rocky River Elevated Storage Tank.

Description/Background:

The Town recently approved the construction of the West Rocky River Elevated Storage Tank, a 1 Million Gallon Elevated Storage Tank that will increase capacity and storage of the Harrisburg Water System. This project will provide increased system reliability, water quality, and additional water storage, which will greatly benefit the Town with the anticipated increase of future growth.

Gavel and Dorn Engineers provided a detailed design, construction documents and bidding administration. Gavel and Dorn will continue to assist Town Staff with construction administration and inspection as subject matter experts. The increase in expected construction management and inspection costs are due mainly to the longer construction timeline, which is a large contributing factor towards the decreased construction costs.

Recommendation:

Staff recommends approval of the attached proposal in the amount of \$430,448 to Gavel and Dorn Engineering for the Construction Administration and Inspection Services for the West Rocky River Elevated Storage Tank.

Fiscal Impact:

The fiscal impact for the construction administration and inspection services is \$430,448. The total of the finance package plus local funding for the tank equals \$3,565,000 and includes \$2,800,000 for the construction of the tank.

The current budget for professional services and construction is \$515,000 and \$3,050,000, respectively. The attached amendment shifts \$140,000 from owner's contingency within the construction budget to professional services. The total project budget remains at \$3,565,000.

Attachments:

1. 20190930 Elevated Water Tank Construction Services Scope
2. Project Amendment -WSCPF Elevated Water Storage Tank 10142019

**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: 1,000,000 Gallon Elevated Storage Tank ("Project").

Engineer's services under this Agreement are generally identified as follows: Construction Phase Services, ("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 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 **\$430,448** 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 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
1,000,000 Gallon Elevated Storage Tank
Scope of Construction Phase Services

PROJECT UNDERSTANDING

The Town of Harrisburg has (Town) requested a scope of work from Gavel & Dorn Engineering, PLLC (G&D) for construction phase services a new 1,000,000-gallon elevated water storage tank. The project has a duration of 540 days, and it is anticipated that construction will commence in October, 2019. G&D will provide engineering services during construction, construction administration and construction observation services for the project. G&D will act as Engineer-of-Record and will document that the work has been performed in general conformance with the plans and specifications.

Construction Administration and Engineering Services During Construction:

- Obtain and assemble all contract related documents; contract agreement, bonds, insurance certificates.
- Assist the Owner in issuing the Notice to Proceed with construction.
- Conduct and attend all project meetings including pre-construction, monthly progress meetings during active construction, as required.
- Obtain and review shop drawings needed to complete the construction including NC Engineer sealed drawings from the tank fabricator.
- Review daily progress reports and conduct daily site visits at key periods during active construction. (Anticipated to be up to six (6) site visits)
- Observe construction methods and performance testing of constructed tank
- Observe tank disinfection methods and confirm bacteriological testing results obtained by contractor.
- Observe tank operation and communication functions of SCADA system, as required.
- Complete and submit permit certifications.

The services above are anticipated to be required for an average of 8 hours per week for a duration of up to 14 months.

Resident Project Representative (RPR) Services:

Provide on-site construction observation and various office services to include the following:

- Serve as the Town's agent at the project site;

- Coordinate with Town and observe the work as necessary for compliance with plans, specifications, permits, and approved shop drawings;
- Observe work quantities for review of pay estimate requests;
- Provide written daily field reports to the Town and Engineer;
- Maintain records for completion of as-built drawings;
- Assist in preparing and reviewing the contractor's change order(s);
- Assist with development of progress meeting agendas and attend meetings;
- Provide NACE Certified Inspectors during the tank coating process.
- Structural Rebar Inspection

RPR Services are anticipated to be required for an average of 45 hours per week for a duration of up to 14 months.

Construction Materials and Special Inspection Services

Provide necessary field and laboratory construction materials testing services for soil and concrete in accordance with the construction contract documents prepared by G&D.

- CMT services are anticipated to be limited to soil, asphalt and concrete.
- Budget has been allotted for up to three concrete sampling events for the tank foundation with five compressive strength specimens obtained from each event.
- Budget has been allotted for up to twenty concrete sampling events for the tank foundation with five compressive strength specimens obtained from each event.
- Budget has also been allotted for three standard proctors.

CMT Services are anticipated to be required for an average of 8 hours per week for a duration of up to 14 months.

3rd-Party Special Inspection Services

G&D shall contract with 3rd-party inspectors to provide the following inspections:

- Geotechnical inspection of the tank pad foundation and preparation of the subgrade for the concrete mat foundation. Summit Engineering shall provide geotechnical engineering services during the anticipated 67-day foundation construction period as per the attached proposal;
- Tank structural inspection to ensure tank conformance with the Project Specification and AWWA D107 including radiographic inspection of the full penetration butt-welded joints. Quinn Consulting Services shall provide structural inspection services during the grade level and air phases of the tank construction. Inspection shall take place on an intermittent schedule as determined by G&D.

Structural inspection fees as per the attached proposal.

- Electrical Engineering Inspection services to ensure tank electrical installation conformance with Project Specifications and ensure code compliance. Sturgill Engineering shall provide electrical inspection services during the construction of the tank on intermittent basis. Five total site visits are anticipated.

Project Closeout

At completion of construction G&D will provide engineering services as outlined below:

- Prepare "Record of Construction Drawings" based on mark-ups supplied by the contractor and/or RPR
- Prepare punch list repair list
- Review and deliver Operations and Maintenance manuals for all equipment
- Complete 12-month Anniversary Inspection

Table 1. Fee Estimate			
Task	Description	Total Hours	Total Cost
1	Construction Administration and Engineering Services	619	\$ 86,847
2	Resident Project Representative (RPR) Services	3080	\$ 252,560
3	Construction Materials and Special Inspection Services	550	\$ 37,950
4	Record Drawings	40	\$ 4,928
5	Warranty Inspection	16	\$ 1,312
		Total G&D Labor:	\$ 383,597
Task	3rd-Party Inspection Services		
6	Geotechnical Investigation Services		\$ 9,300
7	Structural Inspection Services		\$ 23,701
8	Electrical Inspection Services		\$ 3,850
	Other Direct Costs & Reimbursable Expenses:		\$ 10,000
		Total Fee Estimate:	\$ 430,448

G&D proposes to provide the services described above in Tasks 1-8 on an hourly rate basis, with an upper limit budget not to exceed \$430,448. This upper limit applies to all tasks performed by G&D and all 3rd party inspection subconsultants. 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.

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

A handwritten signature in blue ink, reading "Sean Mayo". The signature is written in a cursive, flowing style. The first name "Sean" is written with a large, looped 'S' and the last name "Mayo" follows in a similar cursive script.

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.



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

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

Section 1. Amend Capital Projects Fund – Water and Sewer line items to account for the additional construction management and inspection fees for the Harrisburg Elevated Water Storage Tank project.

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

Increase line item 631-6450-56310	\$ 140,000
Professional Services	

Decrease line item 631-6450-57100	\$ 140,000
Construction	

Section 3. Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Section 4. That this ordinance shall be effective upon its passage. Adopted this 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Review and approval of Preliminary Plat (H2019-02-(S)) for the Harmony Subdivision (Previously Known As Stallings Road Subdivision).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved, the following motion is suggested:

To approve the Preliminary Plat application as requested by the applicant for the related property in application H-2019-02 (S).

Description/Background:

Robert W. Nixon has submitted a Preliminary Plat application for 182 homes, located on the north side of Stallings Road at the intersection of Raging Ridge Road. The site address is 3550 Stallings Road (Pin #5517347132) and consists a total area of 82.05 acres. The subject property was rezoned (Case #H-2018-06-(R)) in August of 2018 to CZ-RM-1 Residential Medium Density Conditional District and CZ-RV, Residential Village Conditional District, in order to develop a single family residential community consisting of 182 lots. Approximately 87 single family homes will be age restricted and the remaining 95 single family homes will be non-age restricted.

A staff report is attached for more information and a site plan along with development notes is submitted for your consideration. Staff has reviewed the site plan in accordance with the Harrisburg Area Land Use Plan (HALUP) and Unified Development Ordinance (UDO).

Recommendation:

Planning and Zoning Board reviewed the Preliminary Plat at their September 17th meeting and recommended this be approved by the Town Council.

Staff has reviewed the submitted preliminary plat, and has found it to be consistent with the approved conditional zoning site plan (H-2018-06-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for CZ-RV and CZ-RM-1 districts. Staff recommends approval of the Preliminary Plat.

Fiscal Impact:

None.

Attachments:

1. Staff Report H2019-02-(S) Harmony Acres TC (2)
2. Harmony Subdivision Site Map
3. Preliminary Plat Application_Harmony
4. Harmony Preliminary Plat Revised

5. Stallings Rd. Parks Requirement Letter



Town of Harrisburg
Planning and Economic Development Department

DATE: October 03, 2019

SUBJECT: H2019-02-(S) Harmony Subdivision Preliminary Plat

Owner/ Developer: Robert W. Nixon

Location: The subject property is located on the north side of Stallings Road at the intersection of Raging Ridge Road. The site address is 3550 Stallings Road. Parcel Identification Number: 5517 34 7132

Area: Approximately 82.05 acres

Zoning: CZ-RM-1 and CZ-RV (Case #: H-2018-06-R)

Staff Report prepared by: Sushil Nepal, AICP, Planning and Economic Development Director

GENERAL DISCUSSION:

- The subject property was rezoned in August 2018 to CZ-RM-1 Residential Medium Density Conditional District and CZ-RV, Residential Village Conditional District, in order to develop a single family residential community consisting of 182 lots. Approximately 87 single family homes will be age restricted and the remaining 95 single family homes will be non-age restricted.
- The applicant is seeking preliminary plat approval consistent with the underlying CZ-RM-1 and CZ-RV zoning, including the approved conditional rezoning site plan.
- Staff has reviewed the submitted preliminary plat, and has found it to be consistent with the approved conditional zoning site plan and the standards of the UDO.

APPROVAL CRITERIA:

1. The proposed land uses are in accord with the adopted *Comprehensive Plan* and the *Official Zoning Map*, or that the means for reconciling any differences have been addressed. A Preliminary Plat may be processed concurrently with a rezoning request.

At the time of the approval of the conditional zoning map amendment for the subject property, the Harrisburg Area Plan was in place, and the staff report for the rezoning noted that the proposed rezoning and associated site plan were consistent with the *Medium Residential Density* land use designation effective for the subject property at that time. The approved conditional RM-1 and RV zoning and site plan remain consistent with the Harrisburg Area Land Use Plan (HALUP) for the site.

2. **The proposed subdivision conforms to all relevant requirements of this ordinance and to any variances that have been granted to permit any nonconformance. The plat shall meet all requirements of this Ordinance with respect to lot size and area, and in no way create a violation of any applicable current ordinances, statutes or regulations.**

The preliminary plat, as presented, is consistent with the approved conditional zoning site plan, which governs the development standards for the site.

3. **The proposed development, including its lot sizes, density, access and circulation, are compatible with the existing and/or permissible future use of adjacent property.**

The approval of the conditional zoning map amendment and associated site plan and conditions for the subject property established that the proposed development is compatible with the surrounding area.

4. **That the proposed subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties.**

The proposed project is a single-family residential detached subdivision with age-restricted homes in RV district. Nothing has been identified by staff that would indicate that the proposed subdivision would detrimentally impact the ability of the surrounding property to be used in a safe or viable manner.

5. **That the soils and topography have been adequately studied to ensure that all lots are developable for their designated purposes.**

The subject property will be served by public utilities (water and sewer) therefore; soil suitability is not a primary concern. Regarding the topography, the applicant will be required to submit a Soil and Erosion Control Plan to NCDEQ for review and approval. In addition, the applicant will also be required to submit construction drawings to the Town of Harrisburg for review and approval regarding utility placement and lot design standards.

6. **That any land located within Zone AE, as shown on the currently adopted Flood Insurance Rate Maps of the Flood Insurance Study, is determined to be suitable for its intended use and that the proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain-related risks to the health, safety or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance, as described in § 4.14 of this Ordinance.**

The proposed development will be subject to the regulations set forth in the Unified Development Ordinance as well as any State or Federal regulations related to floodplain development and/or wetlands regulations. In addition, the development will be subject to NCDEQ sedimentation and erosion control standards. Since the conditional zoning site plan was approved at the time of the rezoning, the official floodplain areas that were originally indicated on the site plan have been greatly reduced in terms of the extent of their impact on the property due to changes associated with the new FIRMs that became effective on November 16, 2018. Any fill within a floodplain area to prepare it for development will be required to be coordinated with FEMA and the town's flood damage prevention regulations.

APFO REVIEW:

SCHOOLS:

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools provided the following data on school capacity was provided by Cabarrus County Schools at the time of the rezoning:

The schools serving this area are Harrisburg Elementary, Hickory Ridge Middle School, and Hickory Ridge High School. Cabarrus County Schools expects this subdivision to add 73 elementary students, 37 middle school students, and 49 high school students. Cabarrus County Schools indicated at the time of rezoning that the future capacity, based on unbuilt lots and including this request, would be as follows:

Elementary (Harrisburg) -	<u>131.33%</u>
Middle (Hickory Ridge) -	<u>135.40%</u>
High (Hickory Ridge) -	<u>130.86%</u>

TRANSPORTATION

A Traffic Impact Analysis was required for the proposed development when the rezoning was approved and it does warrant mitigation improvements. NCDOT reviewed the preliminary plat, and provided comments to the Town. The improvements are subject to approval by NCDOT and the Town of Harrisburg. All additions and attachments to the State and Town roadway system shall be properly permitted, designed and constructed in conformance to standards maintained by the agencies. Based on the capacity analyses performed at each of the identified study intersections, along the review of the auxiliary turn-lane warrants, the following improvements are identified to mitigate the impact of the proposed development on the adjacent street network:

- Stallings Road and Raging Ridge Road/Site Access
 - Installation of a roundabout.
- Stallings Road and Rocky River Road
 - Installation of a traffic signal.

FIRE, POLICE, SANITATION

Adequate fire, police and sanitation services are available through the Town of Harrisburg.

PARKS AND RECREATION

A condition of approval of the rezoning for this project is that the developer is required to provide a fee-in-lieu of public open space to the Town in the amount of \$164,394.00.

UTILITIES

Utilities are available through the Town of Harrisburg. The applicant will be required to extend water and sewer lines to their site.

CONDITIONS:

In considering an application for a subdivision plat, the decision-making agency shall consider and may impose modifications or conditions to the extent that such modifications or conditions are necessary to ensure compliance with the criteria of Section 6.2 of the UDO.

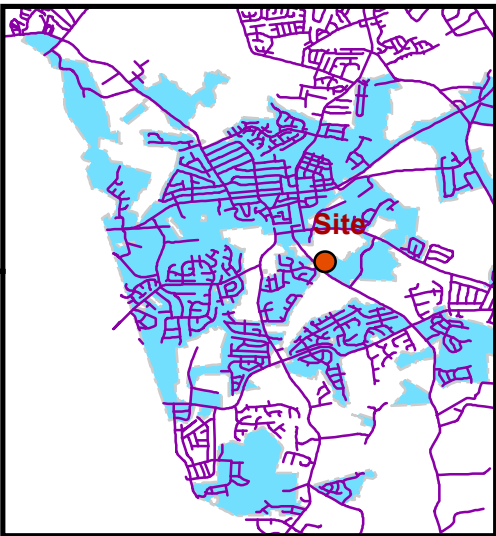
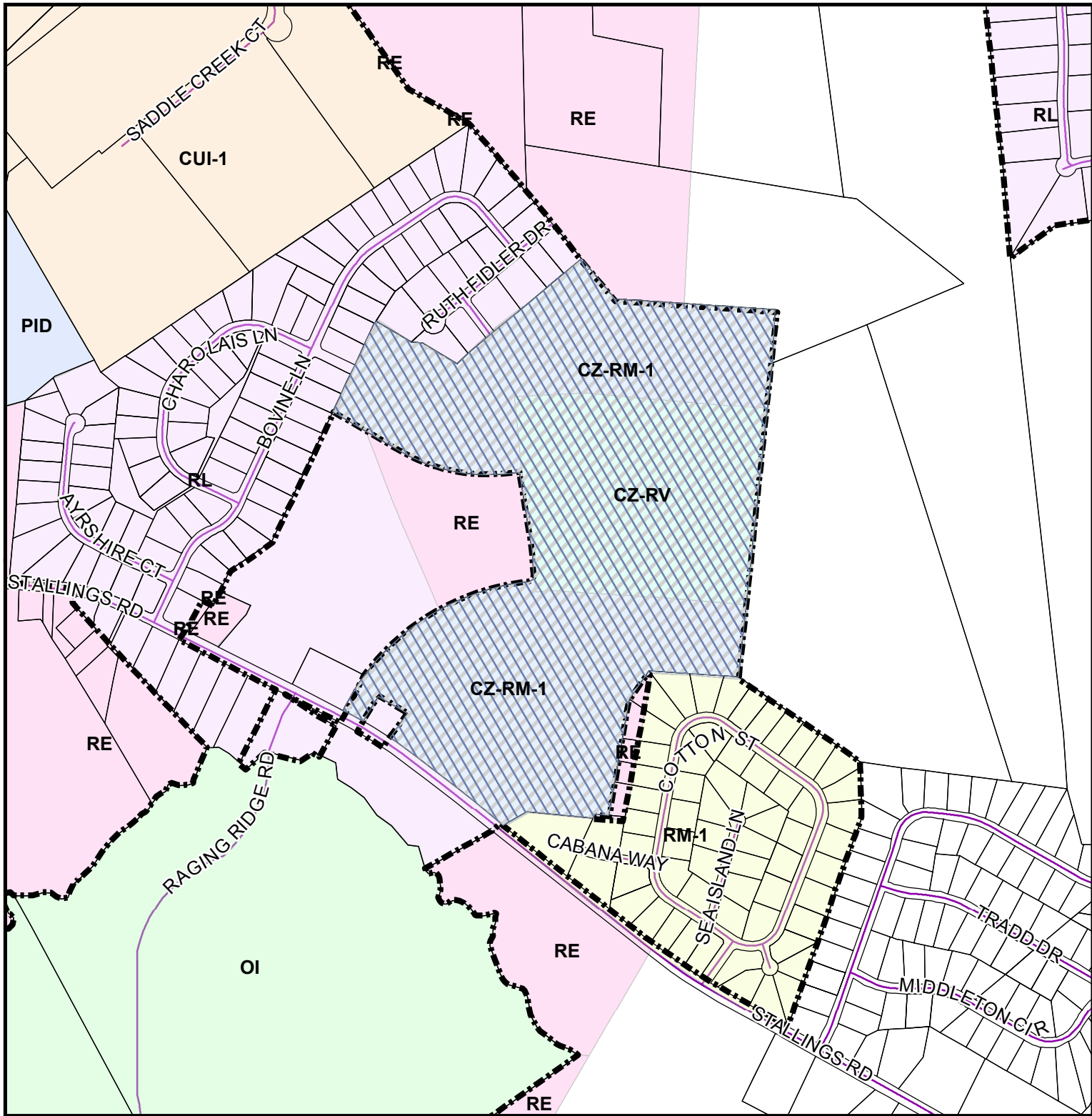
Planning and Zoning Board reviewed and recommended approval of this plat by the Town Council, should the Town Council approve the preliminary plat for the Harmony Acres Subdivision, staff requests

that the following conditions become part of the approval, which are inclusive of the conditions agreed to as part of the approval of the conditional zoning map amendment for the project (H-2018-06-R):

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 masonry products; vinyl siding will not be used.
3. Applicant will impose age restrictions (55+) on the proposed lots that are designated as RV and meet the requirements of the district.
4. Applicant will pay a fee in lieu of the dedication of active open space in the amount of \$164,394.00.
5. Applicant agrees to install all roadway improvements as identified in the Traffic Impact Analysis.
6. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.
7. The rental of homes in the subdivision will be limited to 10% of the total number of homes.
8. Side-loaded or decorative garages will be provided for the lots in the RM-1 district, and optional "third-car" garages will be set behind the rear building line.
9. The lots designated as RV will have landscaping services provided by the HOA.
10. Wet detention stormwater BMPs will be surrounded by black vinyl coated chain-link fencing and include fountains, and all stormwater BMPs will be surrounded by landscaping.

RECOMMENDATION:

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the CZ-RV and CZ RM-1 zoning standards, and approved conditional zoning site plan H2018-06-(R). Therefore, the Planning and Economic Development Department recommends approval of this preliminary plat application for the Harmony Subdivision.



H2019-02-(S) Harmony Preliminary Plat

Applicant: Robert W. Nixon

Current Zoning: CZ-RM1 and CZ-RV

Address: 3550 Stallings Road

PIN: 5517347132

- Subject Property
- Town Limits
- ZONINGCODE**
- CUI-1
- CZ-RM-1
- CZ-RV
- OI
- PID
- RE
- RL
- RM-1
- RV



0 165 330 660 Feet



HarrisburgNC
The right side of opportunity

Application for Preliminary Plat Review and Approval

For an application to be considered complete, you must submit the following information to the Town of Harrisburg Planning Department:

1. One (1) copy of the signed Pre-submittal Meeting Checklist completed at the required pre-submittal meeting.
2. One (1) complete Town of Harrisburg Preliminary Plat Application
3. Five (5) FOLDED copies of the final plat (blue/black lines), and One (1) digital version (PDF)
4. Plat review fee (\$1000.00 + \$25 per lot)
5. One (1) completed Street Name Review and Confirmation Form
6. Required number of copies of the Transportation Impact Analysis (Number of copies to be submitted to be determined at pre-submittal meeting)

NOTE: Incomplete Applications will not be processed by the Planning and Zoning Department, and will be returned to the Applicant.

Project Information	
1. Name of Subdivision:	Harmony Acres
2. Location of Subdivision:	Stallings Rd. and Raging Ridge Rd. (3550 Stallings Rd. Harrisburg, NC 28075)
3. Cabarrus County PIN Numbers:	5517 34 7132
4. Current Zoning:	CZ RM-1, CZ RV
5. Project Classification (Residential, Commercial, etc.):	Residential
6. Is this a CU or CZ Project?	☒ YES: Case Number: H2018-06-(R) ☐ NO
7. Date of Rezoning Approval:	9/10/2018 Subdivision Case #: H2018-06-(R)
Owner/Developer Information	
1. Property Owner Name:	Farmingdale, LLC
Property Owner Phone:	704-701-1071
Property Owner Email:	robertwnixon@yahoo.com
2. Agent/Developer Name:	Bob Nixon
Agent/Developer Phone:	704-701-1071
Agent/Developer Email:	robertwnixon@yahoo.com
3. Contact for Comments Name:	Rick Burrage
Contact for Comments Phone:	704-791-6898
Contact for Comments Email:	rburrage@rbinc.us
Utilities	
Water Sewer	
1, Who will provide water and sewer services for this site?	☐ Private ☒ Public ☐ Private ☒ Public
Provider	Provider
Overlay District (Article 4)	
Is the subject property located in an Overlay Zone?	☒ YES: ☐ NO
If YES, which one(s):	Floodplain Protection Overlay District

Flood Panel and RSOD Information (Article 4)

Is the subject property located in an area regulated by the Floodplain Overlay District? ☒ YES: ☐ NO

Flood Panel Number(s) 5517 Map Date 11/16/2018

Is the subject property in the RSOD? ☐ YES: ☒ NO

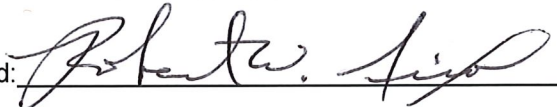
If YES, has the RSOD been shown on the plan and have the calculations been submitted with the plan?

☐ YES: ☐ NO

Verification of Process

I, Robert W. Nixon, submit that all of the information contained in this application is true and correct and also understand that incomplete applications will not be processed by the Town of Harrisburg Planning Department.

Date: 8/9/19

Signed: 

Title: Owner / Developer

(Owner, Agent, Developer, LLC Member, etc.)

Do not write below this point

For Staff Use Only:

Subdivision application fee paid: _____ Check Number: _____



CABARRUS COUNTY E911 ADDRESSING PROPOSED STREET/PROJECT NAME RESERVATION AND APPROVAL FORM

To expedite emergency response and provide for public safety, the name of a subdivision, project or any new roads shall not duplicate nor closely approximate, phonetically or by spelling, the name of an existing subdivision, project or road within the County or within any municipality within the County.

Date: 8/7/2019	Parcel Identification Number(s) (PINs): 5517 34 7132			
Existing Road Providing Access to Project Area:	Stallings Rd.			
Type of Zoning District (circle one):	Residential ✓	Commercial	Industrial	Other (briefly explain)

Developer/Owner: Farmingdale, LLC
Primary Contact : Robert W. Nixon
Telephone Number: 704-701-1071
Primary Contact Email address: robertwnixon@yahoo.com

EXISTING PROJECT NAME: Stallings Subdivision _____

PROPOSED PROJECT NAME(S):

Project Name:	Harmony Acres	Approved / Denied
Alternate Project Name:	Meadowbrook	Approved / Denied
Alternate Project Name:		Approved / Denied

PROPOSED STREET(S) NAME(S)- LIST IN ORDER OF PREFERENCE:

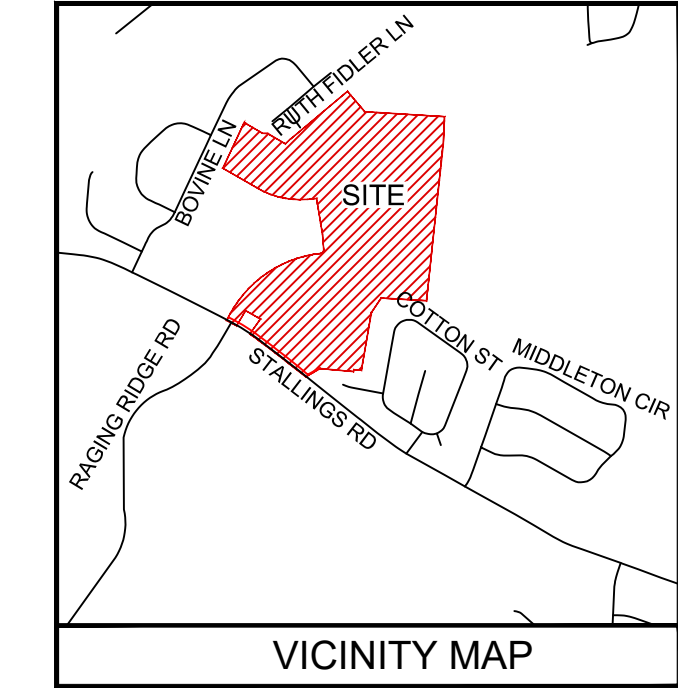
Street Name:	Farmingdale Ln.	Approved / Denied
Street Name:	Irvin Ct.	Approved / Denied
Street Name:	McHarney Dr.	Approved / Denied
Street Name:	Gavin Ln.	Approved / Denied
Street Name:	Chamberlain Way	Approved / Denied
Street Name:	Harvest Ct.	Approved / Denied
Street Name:	Pleasant View Dr.	Approved / Denied
Street Name:	Homestead Ct.	Approved / Denied
Street Name:	Arbor Rd.	Approved / Denied
Street Name:	Meadow Ln.	Approved / Denied

NUMBER OF STREETS TO BE NAMED: 9

PLEASE EMAIL COMPLETED FORM TO: Cabarrus County E911 Addressing Services at bewebster@cabarruscounty.us.
Questions should be directed to Addressing Coordinator at 704-920-2141.

NOTE: All proposed street names and project names must be approved by Cabarrus County E-911 Addressing. Street names on preliminary and final plats must match "Approved" names exactly as submitted.

CABARRUS COUNTY E911 REVIEWER: _____ **DATE:** _____



OPEN SPACE COMPLIANCE NOTE:

ACTIVE OPEN SPACE IMPROVEMENTS AS DEFINED IN § 6.5.3.6.4 OF THE UDO SHALL BE REQUIRED FOR THIS PLAT AND SHALL EQUAL A TOTAL MINIMUM FINANCIAL INVESTMENT OF 200% OF THE PRE-DEVELOPMENT TAX VALUE FOR THE AMOUNT OF DEDICATED LAND FROM THE PARCEL FROM WHICH THE OPEN SPACE IS BEING DEDICATED AS REQUIRED.

LANDSCAPE COMPLIANCE NOTE:

ALL SITE LANDSCAPING / BUFFERING TO BE IN COMPLIANCE WITH ARTICLE 7 OF THE HARRISBURG UNIFIED DEVELOPMENT ORDINANCE. TREE PROTECTION STANDARDS FOR EXISTING HERITAGE TREES WILL BE FOLLOWED BASED ON ARTICLE 9 OF THE HARRISBURG UDO.

LANDSCAPE CALCULATIONS:

TOTAL LENGTH OF STREETS RM-1: 7.071FT
TOTAL LENGTH OF STREETS RV: 5.278FT
TOTAL SHADE TREES REQUIRED: 141
TOTAL ORNAMENTAL TREES REQUIRED: 123
TOTAL SHADE TREES PROVIDED: 141
TOTAL ORNAMENTAL TREES PROVIDED: 123

BUFFER YARD REQUIREMENT (RV TO RM-1): CLASS A
TOTAL LENGTH OF BUFFER YARD: 2052FT
TOTAL WIDTH OF BUFFER YARD: 8FT
TOTAL SHADE TREES REQUIRED: 21 (>25% EVERGREEN)
TOTAL LARGE EVERGREEN SHRUBS REQUIRED: 41
TOTAL SHADE TREES PROVIDED: 21
TOTAL EVERGREEN SHRUBS PROVIDED: 41

LEGEND

- R/W - RIGHT OF WAY
OHE - OVERHEAD ELECTRIC
EOP - EDGE OF PAVEMENT
○ - CALCULATED POINT
○ - POWER POLE
- GUYWIRE
- WATER METER
- FIRE HYDRANT
- FIBER OPTIC BOX
- FIBER OPTIC MARKER
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE

SITE INFORMATION:

TYPE OF DEVELOPMENT: RESIDENTIAL
TOTAL ACREAGE: 82.05 ACRE
ADJACENT PROPERTY IS ZONED RM-1, RL, LDR
PARENT TRACK INFORMATION:
PARCEL #1: 5517 34 7132, DB 13530, PG 113
TOTAL PARCEL ACREAGE (82.05 AC)
CZ RM-1 (56.64 AC), CZ RV (25.41 AC)

SITE CALCULATIONS:

TOTAL ACREAGE = 82.05 ACRES
TOTAL SINGLE FAMILY LOTS = 182
64X120FT LOTS = 87
75X200FT LOTS = 95 (MIN 1/3 ACRE)
TOTAL RESIDENTIAL UNITS = 182
RESIDENTIAL DENSITY = 2.22 UNITS/ACRE
ACREAGE IN LOTS = 51.98 ACRES
ACREAGE IN STREET ROW = 17.25 ACRES
TOTAL LINEAR FEET OF ROADS = 12,348.86 FT
CONNECTIVITY RATIO REQUIRED = 1.40
LINKS = 31
NODES = 21
CONNECTIVITY RATIO = 1.48
OPEN SPACE REQUIRED (10%) = 8.21 ACRES
MAXIMUM INACCESSIBLE (25%) = 2.05 ACRES
ACCESSIBLE REQUIRED = 6.16 ACRES
ACTIVE REQUIRED = 182'.025 = 4.55 ACRES
ACTIVE ALLOWED IN FLOODPLAIN = 0.45 AC
OPEN SPACE PROVIDED = 9.05 ACRES
TOTAL INACCESSIBLE = 2.05 ACRES
TOTAL ACCESSIBLE = 7.00 ACRES
ACTIVE OPEN SPACE = 4.63 ACRES
AMENITY = 1.73 ACRES

REQUIRED SETBACKS:

SINGLE FAMILY 75FT (RM-1):
FRONT / STREET - 25FT
SIDE - 10FT
REAR - 25FT
SINGLE FAMILY 64FT (RV):
FRONT / STREET - 20FT
SIDE - 7FT
REAR - 5FT

PHASING SUMMARY:

PHASE 1A: 32 LOTS TOTAL (RM-1)
PHASE 1B: 11 LOTS TOTAL (RM-1)
PHASE 2A: 25 LOTS TOTAL (RV)
PHASE 2B: 18 LOTS TOTAL (RV)
PHASE 2C: 14 LOTS TOTAL (RV)
PHASE 2D: 14 LOTS TOTAL (RV)
PHASE 2E: 16 LOTS TOTAL (RV)
PHASE 3A: 21 LOTS TOTAL (RM-1)
PHASE 3B: 31 LOTS TOTAL (RM-1)

*ANTICIPATED DATE OF FINAL PLATTING: JANUARY 2022

DEVELOPER CONTACT:

ROBERT W. NIXON
19 FRANKLIN AVE.
CONCORD, NC 28025
(704) 701-1071

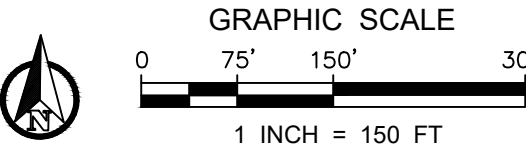
STREET LENGTHS:

RAGING RIDGE RD - 2,210.32 FT
CHAROLAIS LN - 2,314.36 FT
FARMINGDALE LN - 950.87 FT
CONLEY CT - 412.84 FT
MCHARNEY DR 784.13 FT
GAVIN LN - 887.29 FT
BOLING CT - 600.00 FT
VERMILLION DR - 967.51 FT
CHAMBERLAIN WAY - 810.47 FT
BIL-MAR DR - 2,184.08 FT
BUTTERBEAN LN - 228.99 FT

TOTAL = 12,348.86 FT

OPEN SPACE CALCULATIONS:

DESCRIPTION	TOTAL AREA (ACRE)	ACCESSIBLE (ACRE)	ACTIVE (ACRE)	INACCESSIBLE (ACRE)	INACCESSIBLE DESCRIPTION
STALLINGS RD FRONTAGE	3.91	2.48	0.00	1.43	SCM
SCM #2 Area	2.55	0.73	0.00	1.82	SCM
AMENITY #1	1.21	1.21	1.21	0.00	--
AMENITY #2	0.52	0.52	0.52	0.00	--
LOT 1-5	0.10	0.10	0.00	0.00	<25' WIDTH
LOT 6-7	0.18	0.18	0.00	0.00	--
LOT 7-8	0.22	0.17	0.17	0.05	EASEMENT
LOT 22-28	0.19	0.00	0.00	0.19	ACCESS
LOT 34	0.21	0.21	0.21	0.00	--
LOT 43	0.12	0.12	0.12	0.00	--
LOT 44-55	0.54	-1.13	0.00	1.67	--
LOT 64	0.07	0.04	0.04	0.03	<25' WIDTH
LOT 77, 89	0.29	0.29	0.29	0.00	--
LOT 102, 102-112	0.17	0.00	0.00	0.17	<25' WIDTH
LOT 129-130	0.20	0.00	0.00	0.20	ACCESS
LOT 141	0.16	0.16	0.16	0.00	--
LOT 142-151, 182	0.76	0.71	0.71	0.05	<25' WIDTH
LOT 152	0.33	0.33	0.33	0.00	--
LOT 167-168	0.21	0.00	0.00	0.21	ACCESS
LOT 175-179	0.87	0.87	0.87	0.00	--
TOTAL (ACRE) :	12.82	7.00	4.63	5.82	

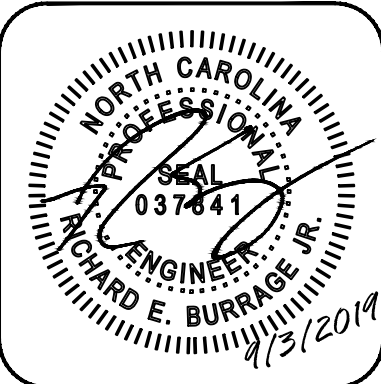


OFF-SITE DEVELOPMENT PHASING:

ACCESS MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE ROAD IMPROVEMENTS SO THAT EMERGENCY ACCESS REQUIREMENTS ARE MET, AND CONSTRUCTION TRAFFIC DOES NOT ENTER THROUGH STALLINGS FARM SUBDIVISION. TEMPORARY ACCESS MAY BE NEEDED TO ENSURE AT A MINIMUM RIGHT IN, RIGHT OUT ACCESS THROUGH THE SUBDIVISION MAIN ENTRANCE. IN ADDITION, ROAD CLOSURES ARE TO BE COORDINATED WITH THE CABARRUS COUNTY SCHOOLS SCHEDULE TO ENSURE SCHOOL TRAFFIC IS NOT ADVERSELY IMPACTED.

Control Pt. HV-7
N 573829.357
E 1510963.610
El. 576.62

TRAFFIC SIGNAL TO BE
INSTALLED AT STALLINGS /
ROCKY RIVER INTERSECTION



#	Date	Revision	PER HARRISBURG COMMENTS	REVISED ROAD NAMES
1	9/3/2019			
2	9/12/2019			

PROJECT: **HARMONY SUBDIVISION**
RESIDENTIAL SUBDIVISION
3550 Stallings Rd, Harrisburg, NC 28075
PRELIMINARY PLAT - OVERALL SITE / PHASING
SHEET TITLE:

Project #2018-06
DATE: 8/7/2019
SHEET NO. **C001**
DRAWN BY: REB



SITE INFORMATION:

TOTAL ACREAGE: 82.05 ACRES
TOTAL SINGLE FAMILY LOTS = 182
TOTAL PARCEL ACREAGE (82.05 AC)
CZ RM-1 (56.64 AC), CZ RV (25.41 AC)

SITE CALCULATIONS:

TOTAL ACREAGE = 82.05 ACRES
TOTAL SINGLE FAMILY LOTS = 182
TOTAL PARCEL ACREAGE (82.05 AC)
CZ RM-1 (56.64 AC), CZ RV (25.41 AC)
TOTAL RESIDENTIAL UNITS = 182
RESIDENTIAL DENSITY = 2.22 UNITS/ACRE
ACREAGE IN LOTS = 51.98 ACRES
ACREAGE IN STREET ROW = 17.25 ACRES
TOTAL LINEAR FEET OF ROADS = 12,348.86 FT
CONNECTIVITY RATIO REQUIRED = 1.40
LINKS = 31
NODES = 21
CONNECTIVITY RATIO = 1.48

OPEN SPACE REQUIRED (10%) = 8.21 ACRES
MAXIMUM INACCESSIBLE (25%) = 2.05 ACRES
ACCESSIBLE REQUIRED = 6.16 ACRES
ACTIVE REQUIRED = 182' .025 = 4.55 ACRES
ACTIVE ALLOWED IN FLOODPLAIN = 0.45 AC

OPEN SPACE PROVIDED = 9.05 ACRES
TOTAL INACCESSIBLE = 2.05 ACRES
TOTAL ACCESSIBLE = 7.00 ACRES
ACTIVE OPEN SPACE = 4.63 ACRES
AMENITY = 1.73 ACRES

REQUIRED SETBACKS:

SINGLE FAMILY 75' (RM-1):
FRONT / STREET - 25' FT
SIDE - 10' FT
REAR - 25' FT

SINGLE FAMILY 64' (RV):
FRONT / STREET - 20' FT
SIDE - 7' FT
REAR - 5' FT

PHASING SUMMARY:

PHASE 1A: 32 LOTS TOTAL (RM-1)
PHASE 1B: 11 LOTS TOTAL (RM-1)
PHASE 2A: 25 LOTS TOTAL (RV)
PHASE 2B: 18 LOTS TOTAL (RV)
PHASE 2C: 14 LOTS TOTAL (RV)
PHASE 2D: 14 LOTS TOTAL (RV)
PHASE 2E: 16 LOTS TOTAL (RV)
PHASE 3A: 21 LOTS TOTAL (RM-1)
PHASE 3B: 31 LOTS TOTAL (RM-1)

**ANTICIPATED DATE OF FINAL
PLATTING: JANUARY 2022

DEVELOPER CONTACT:

ROBERT W. NIXON
18 FRANKLIN AVE.
CONCORD, NC 28025
(704) 701-1071

STREET LENGTHS:

RAGING RIDGE RD - 2,210.32 FT
CHAROLAIS LN - 2,314.36 FT
FARMINGDALE LN - 950.87 FT
CONLEY CT - 412.84 FT
MCHARNY DR 784.13 FT
GAVLIN LN - 887.29 FT
BOLING CT - 600.00 FT
VERMILLION DR - 967.51 FT
CHAMBERLAIN WAY - 810.47 FT
BIL-MAR DR - 2,184.08 FT
BUTTERBEAN LN - 226.99 FT
TOTAL = 12,348.86 FT

LANDSCAPE CALCULATIONS:

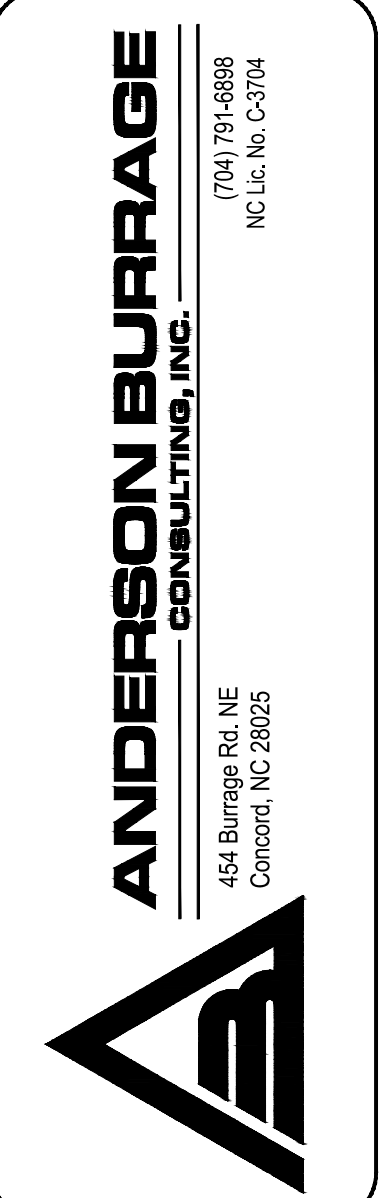
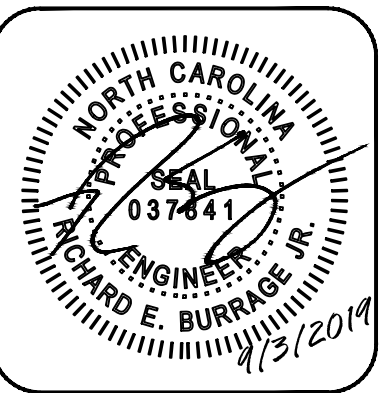
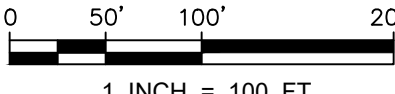
TOTAL LENGTH OF STREETS RM-1: 7,071 FT
TOTAL LENGTH OF STREETS RV: 5,278 FT
TOTAL SHADE TREES REQUIRED: 141
TOTAL ORNAMENTAL TREES REQUIRED: 123
TOTAL SHADE TREES PROVIDED: 141
TOTAL ORNAMENTAL TREES PROVIDED: 123

BUFFER YARD REQUIREMENT (RV TO RM-1): CLASS A
TOTAL LENGTH OF BUFFER YARD: 2052 FT
TOTAL LENGTH OF BUFFER YARD: 8 FT
TOTAL SHADE TREES REQUIRED: 21 (>25% EVERGREEN)
TOTAL LARGE EVERGREEN SHRUBS REQUIRED: 41
TOTAL SHADE TREES PROVIDED: 21
TOTAL EVERGREEN SHRUBS PROVIDED: 41

LEGEND

R/W - RIGHT OF WAY
OHE - OVERHEAD ELECTRIC
EoP - EDGE OF PAVEMENT
○ - CALCULATED POINT
○ - POWER POLE
- GUYWIRE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- FIBER OPTIC BOX
- FIBER OPTIC MARKER
- TELEPHONE PEDESTAL
- SANITARY SEWER MANHOLE

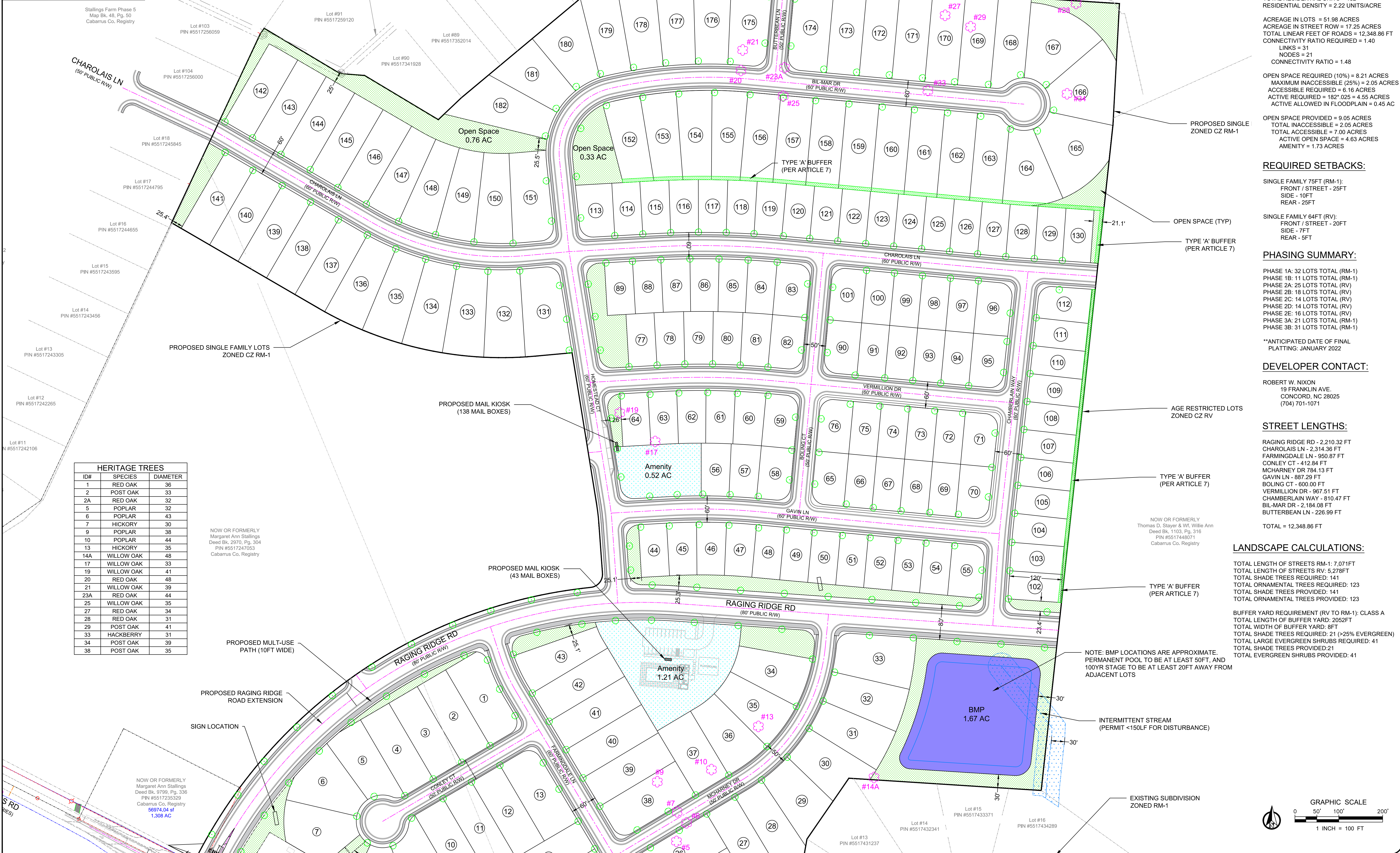
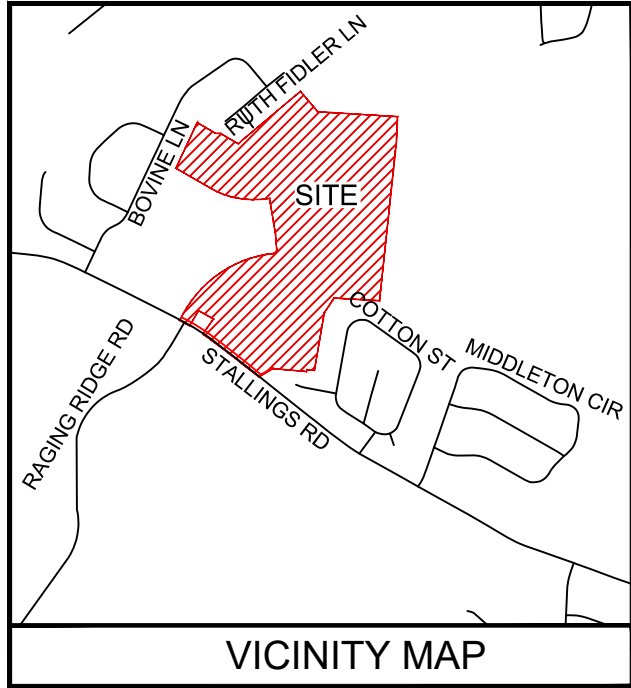
GRAPHIC SCALE



#	Date	Revision	PER HARRISBURG COMMENTS	REVISED ROAD NAMES
1	9/3/2019			
2	9/12/2019			

PROJECT: **HARMONY SUBDIVISION**
RESIDENTIAL SUBDIVISION
3550 Stallings Rd, Harrisburg, NC 28075
PRELIMINARY PLAT - SITE ENLARGEMENT
SHEET TITLE:

Project #2018-06
DATE: 8/7/2019
DRAWN BY: REB
SHEET NO.
C002



- LEGEND**
- R/W - RIGHT OF WAY
 - OHE - OVERHEAD ELECTRIC
 - EOp - EDGE OF PAVEMENT
 - o - CALCULATED POINT
 - o - POWER POLE
 - γ - GUYWIRE
 - ⊠ - WATER METER
 - ⊠ - WATER VALVE
 - ⊠ - FIRE HYDRANT
 - - FIBER OPTIC BOX
 - ⊠ - FIBER OPTIC MARKER
 - ⊠ - TELEPHONE PEDESTAL
 - ⊠ - SANITARY SEWER MANHOLE

SITE INFORMATION:

TYPE OF DEVELOPMENT: RESIDENTIAL
TOTAL ACREAGE: 82.05 ACRE
ADJACENT PROPERTY IS ZONED RM-1, RL, LDR

PARENT TRACK INFORMATION:
PARCEL #1: 5517 34 7132, DB 13530, PG 113
TOTAL PARCEL ACREAGE (82.05 AC)
CZ RM-1 (56.64 AC), CZ RV (25.41 AC)

SITE CALCULATIONS:

TOTAL ACREAGE = 82.05 ACRES
TOTAL SINGLE FAMILY LOTS = 182
64X120FT LOTS = 67
75X200FT LOTS = 95 (MIN 1/3 ACRE)

TOTAL RESIDENTIAL UNITS = 182
RESIDENTIAL DENSITY = 2.22 UNITS/ACRE

ACREAGE IN LOTS = 51.98 ACRES
ACREAGE IN STREET ROW = 17.25 ACRES
TOTAL LINEAR FEET OF ROADS = 12,348.86 FT
CONNECTIVITY RATIO REQUIRED = 1.40
LINKS = 31
NODES = 21
CONNECTIVITY RATIO = 1.48

OPEN SPACE REQUIRED (10%) = 8.21 ACRES
MAXIMUM INACCESSIBLE (25%) = 2.05 ACRES
ACCESSIBLE REQUIRED = 6.16 ACRES
ACTIVE REQUIRED = 182'.025 = 4.55 ACRES
ACTIVE ALLOWED IN FLOODPLAIN = 0.45 AC

OPEN SPACE PROVIDED = 9.05 ACRES
TOTAL INACCESSIBLE = 2.05 ACRES
TOTAL ACCESSIBLE = 7.00 ACRES
ACTIVE OPEN SPACE = 4.63 ACRES
AMENITY = 1.73 ACRES

REQUIRED SETBACKS:

SINGLE FAMILY 75FT (RM-1):
FRONT / STREET - 25FT
SIDE - 10FT
REAR - 25FT

SINGLE FAMILY 64FT (RV):
FRONT / STREET - 20FT
SIDE - 7FT
REAR - 5FT

PHASING SUMMARY:

PHASE 1A: 32 LOTS TOTAL (RM-1)
PHASE 1B: 11 LOTS TOTAL (RM-1)
PHASE 2A: 25 LOTS TOTAL (RV)
PHASE 2B: 18 LOTS TOTAL (RV)
PHASE 2C: 14 LOTS TOTAL (RV)
PHASE 2D: 14 LOTS TOTAL (RV)
PHASE 2E: 16 LOTS TOTAL (RV)
PHASE 3A: 21 LOTS TOTAL (RM-1)
PHASE 3B: 31 LOTS TOTAL (RM-1)

DEVELOPER CONTACT:

ROBERT W. NIXON
19 FRANKLIN AVE.
CONCORD, NC 28025
(704) 701-1071

STREET LENGTHS:

RAGING RIDGE RD - 2,210.32 FT
CHAROLAIS LN - 2,314.36 FT
FARMINGDALE LN - 950.87 FT
CONLEY CT - 412.84 FT
MCHARNEY DR 784.13 FT
GAVIN LN - 887.29 FT
BOLING CT - 600.00 FT
VERMILLION DR - 967.51 FT
CHAMBERLAIN WAY - 810.47 FT
BIL-MAR DR - 2,184.08 FT
BUTTERBEAN LN - 226.99 FT

TOTAL = 12,348.86 FT

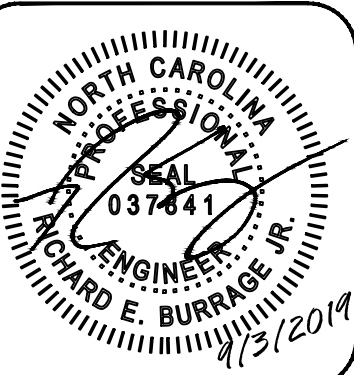
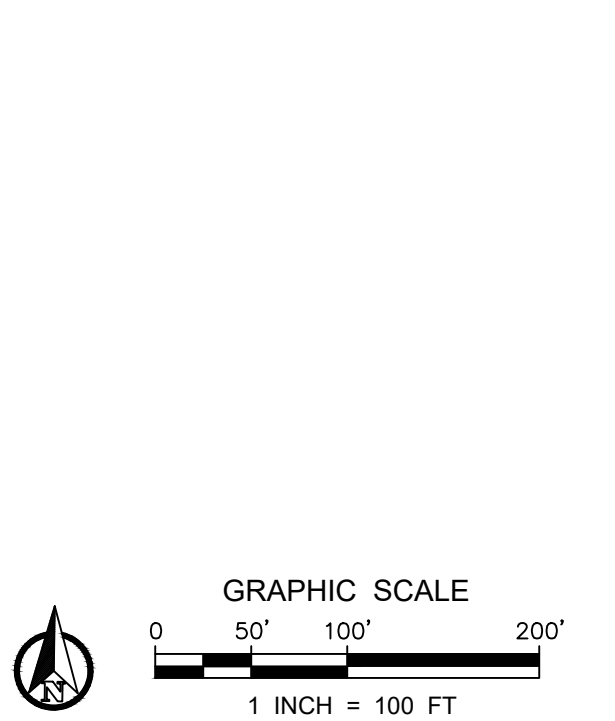
LANDSCAPE CALCULATIONS:

TOTAL LENGTH OF STREETS RM-1: 7,071FT
TOTAL LENGTH OF STREETS RV: 5,278FT
TOTAL SHADE TREES REQUIRED: 141
TOTAL ORNAMENTAL TREES REQUIRED: 123
TOTAL SHADE TREES PROVIDED: 141
TOTAL ORNAMENTAL TREES PROVIDED: 123

BUFFER YARD REQUIREMENT (RV TO RM-1): CLASS A
TOTAL LENGTH OF BUFFER YARD: 2052FT
TOTAL WIDTH OF BUFFER YARD: 8FT
TOTAL SHADE TREES REQUIRED: 21 (>25% EVERGREEN)
TOTAL LARGE EVERGREEN SHRUBS REQUIRED: 41
TOTAL SHADE TREES PROVIDED: 21
TOTAL EVERGREEN SHRUBS PROVIDED: 41

NOTE: BMP LOCATIONS ARE APPROXIMATE. PERMANENT POOL TO BE AT LEAST 50FT, AND 100YR STAGE TO BE AT LEAST 20FT AWAY FROM ADJACENT LOTS

INTERMITTENT STREAM (PERMIT <150LF FOR DISTURBANCE)

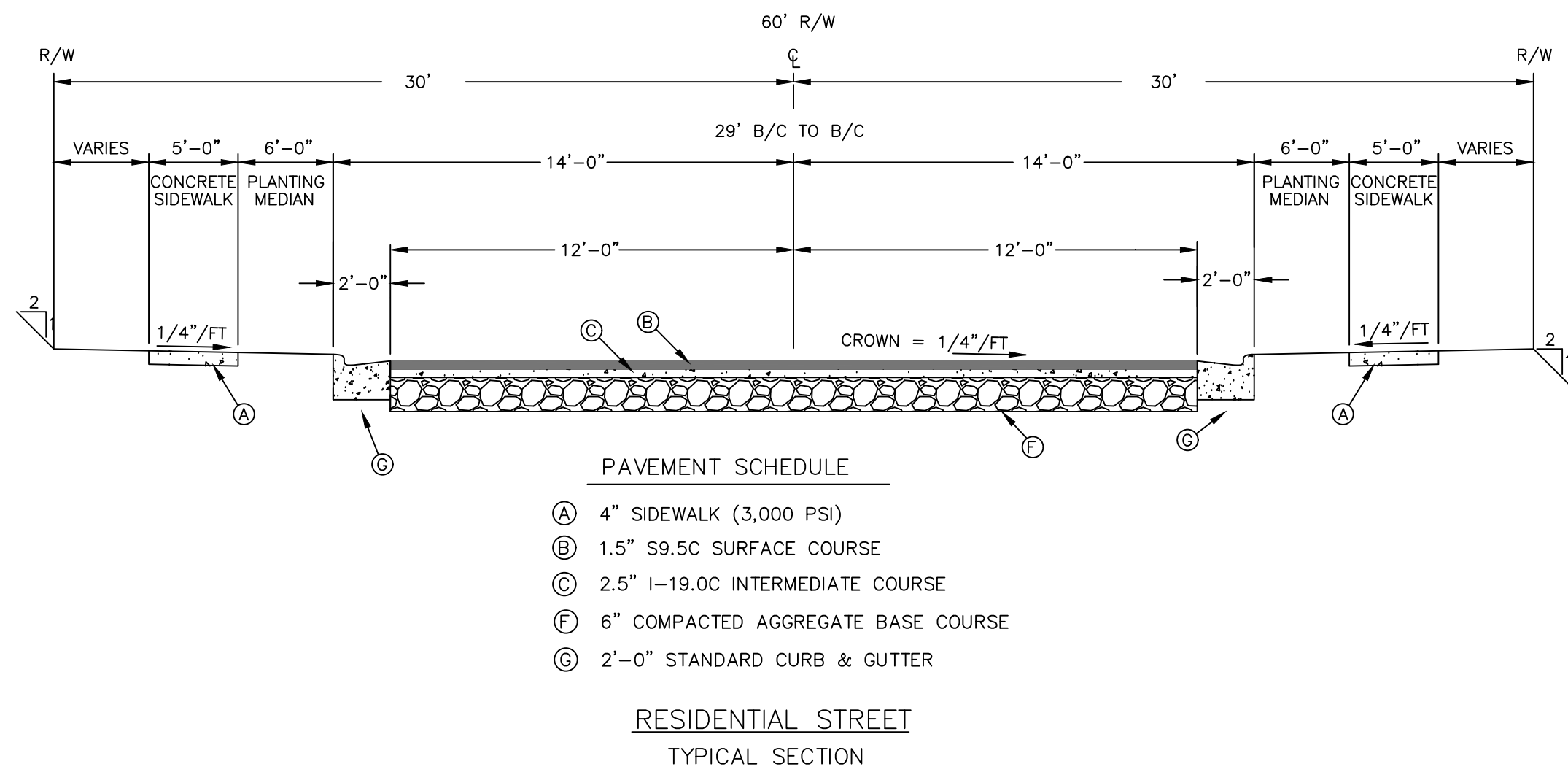


#	Date	Revision	PER HARRISBURG COMMENTS	REVISED ROAD NAMES
1	9/3/2019			
2	9/12/2019			

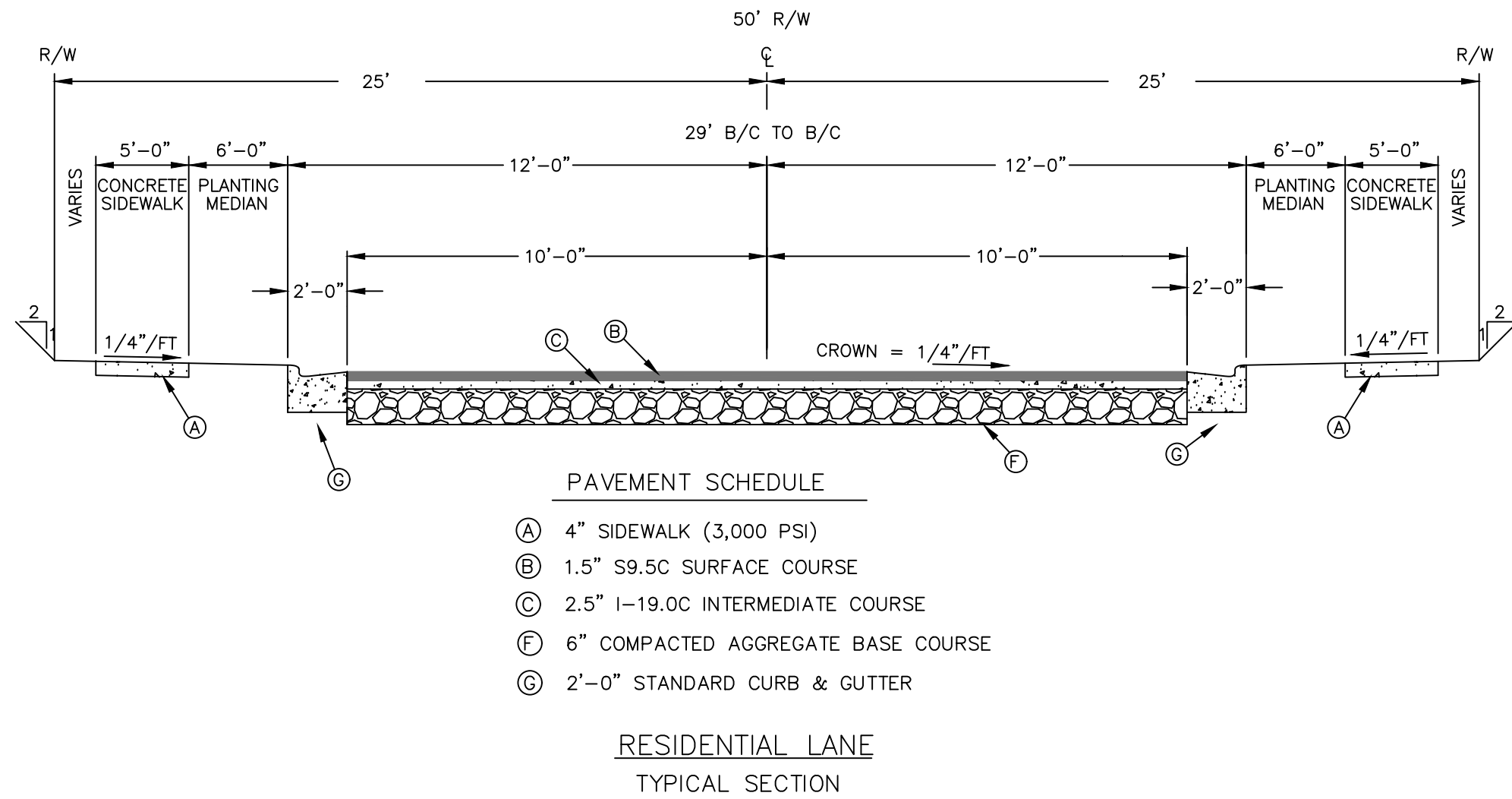
HARMONY SUBDIVISION
RESIDENTIAL SUBDIVISION
3550 Stallings Rd, Harrisburg, NC 28075
PRELIMINARY PLAT - SITE ENLARGEMENT
SHEET TITLE:

Project #2018-06
DATE: 8/7/2019
SHEET NO. C003
DRAWN BY: REB

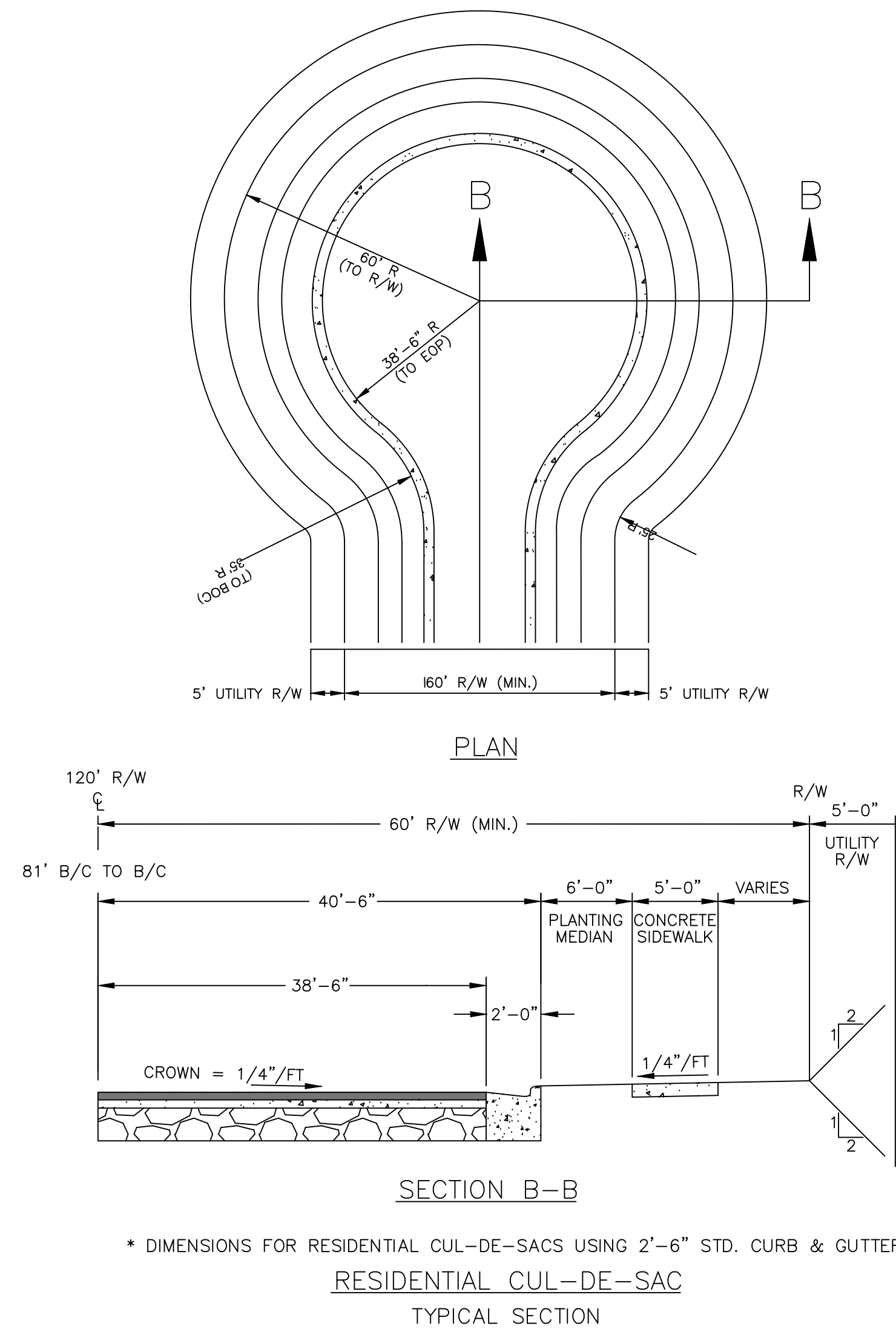
F:\Dropbox\RB\nc\Projects\Stallings Subdivision\00 C3d Files\Stallings Site Base bak 091219.dwg



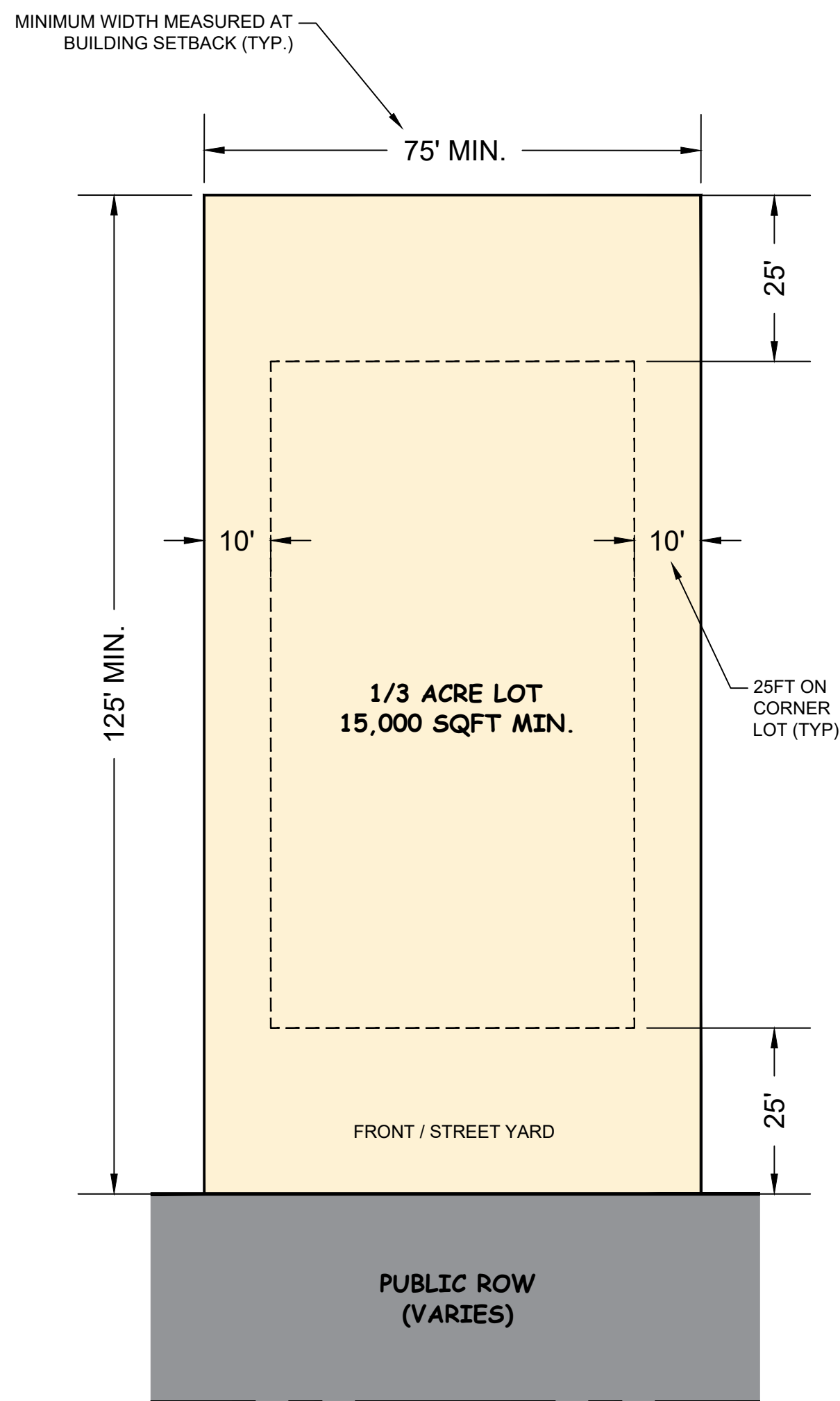
1 TYPICAL SECTION RESIDENTIAL STREET (60' ROW)
0004 DETAIL SCALE: NTS



2 TYPICAL SECTION RESIDENTIAL LANE (50' ROW)
0004 DETAIL SCALE: NTS



3 TYPICAL SECTION RESIDENTIAL CUL-DE-SAC
0004 DETAIL SCALE: NTS

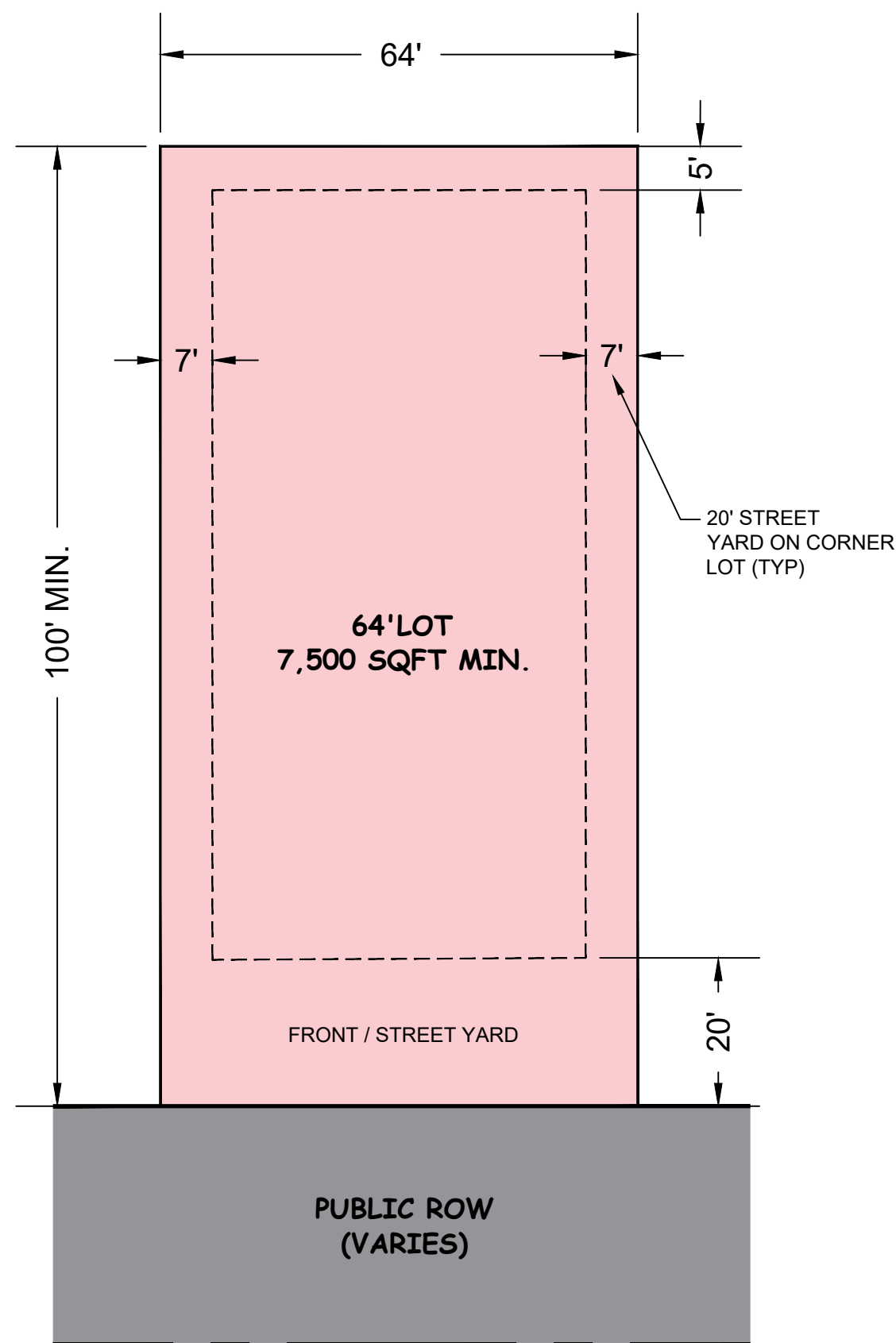


4 TYPICAL LOT DETAIL (RM-1)
0004 DETAIL SCALE: NTS

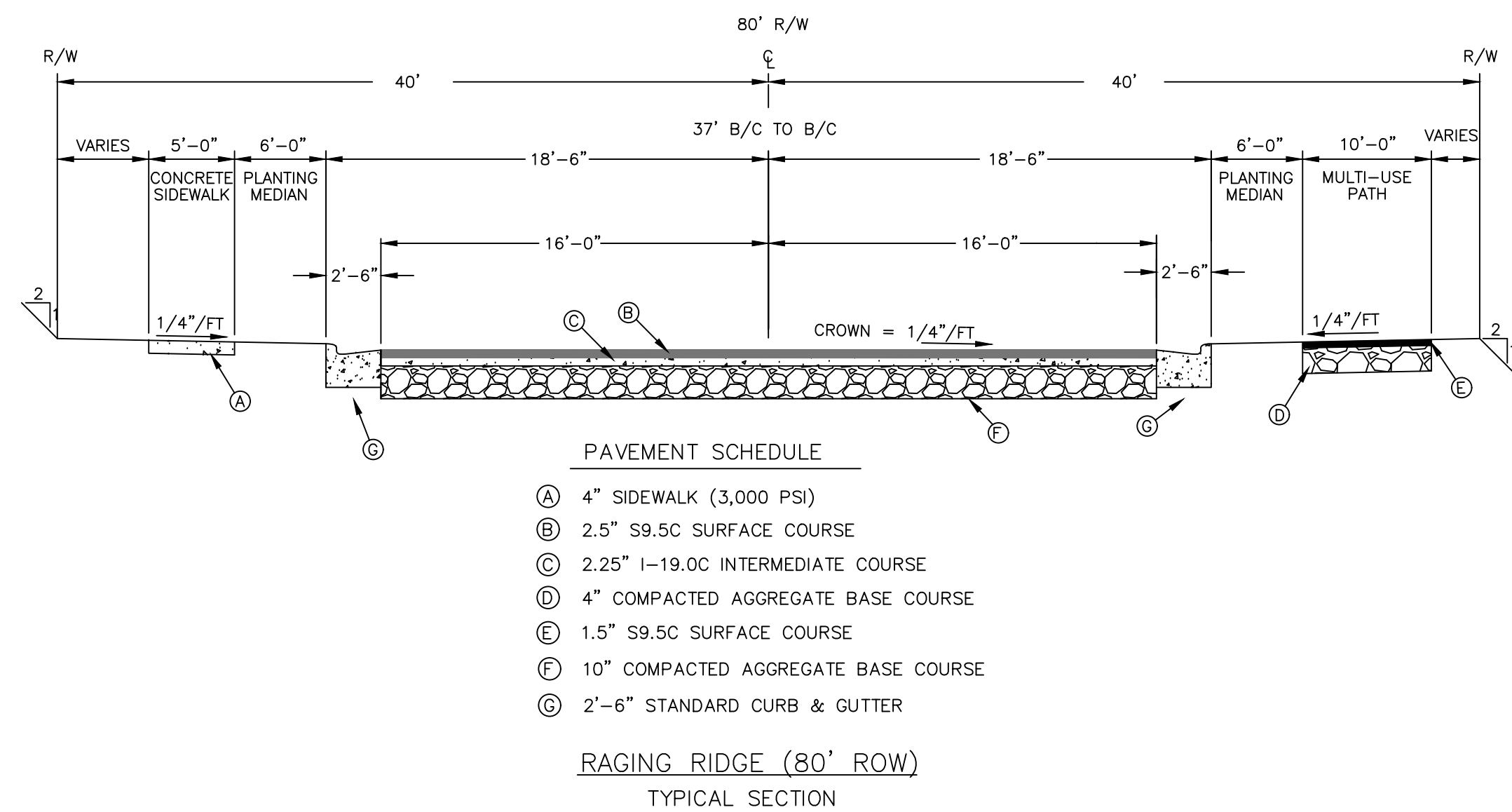
REQUIRED SETBACKS:

SINGLE FAMILY 75FT (RM-1):
FRONT / STREET - 25FT
SIDE - 10FT
REAR - 25FT

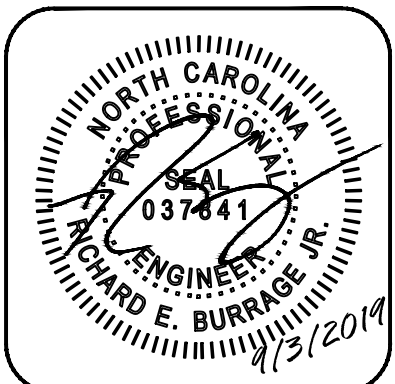
SINGLE FAMILY 64FT (RV):
FRONT / STREET - 20FT
SIDE - 7FT
REAR - 5FT



5 TYPICAL LOT DETAIL (RV)
0004 DETAIL SCALE: NTS



6 TYPICAL SECTION RAGING RIDGE (80' ROW)
0004 DETAIL SCALE: NTS

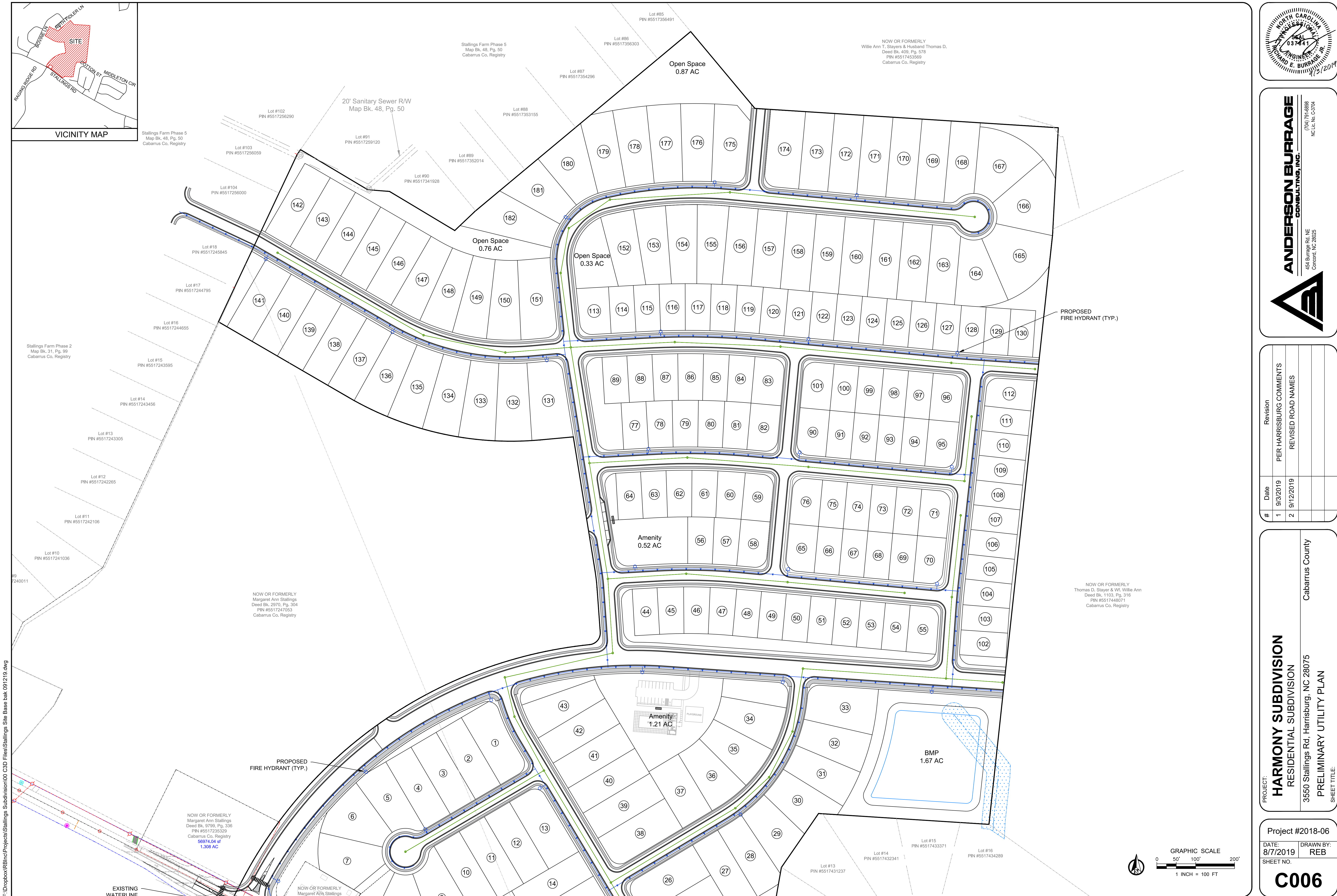


#	Date	Revision
1	9/3/2019	PER HARRISBURG COMMENTS
2	9/12/2019	REVISED ROAD NAMES

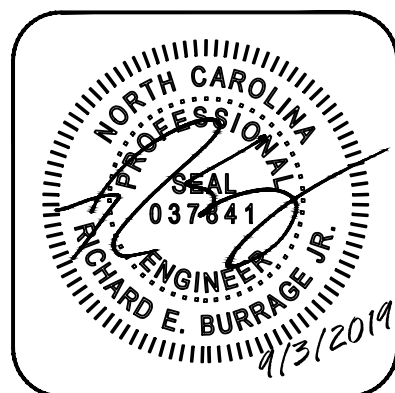
PROJECT:	HARMONY SUBDIVISION
	RESIDENTIAL SUBDIVISION
	3550 Stallings Rd, Harrisburg, NC 28075
	PRELIMINARY PLAT - SITE DETAILS
SHEET TITLE:	
	Cabarrus County

Project #2018-06	
DATE: 8/7/2019	DRAWN BY: REB
SHEET NO.	

C004



F:\Dropbox\RB\Projects\Stallings Subdivision\00 C3d Files\Stallings Site Base bak 091219.dwg



ANDERSON BURRAGE
CONSULTING, INC.

454 Burrage Rd. NE
Concord, NC 28025

(704) 701-6888
NC Lic. No. C-3704

#	Date	Revision	Comments
1	9/3/2019	PER HARRISBURG COMMENTS	REVISED ROAD NAMES
2	9/12/2019		

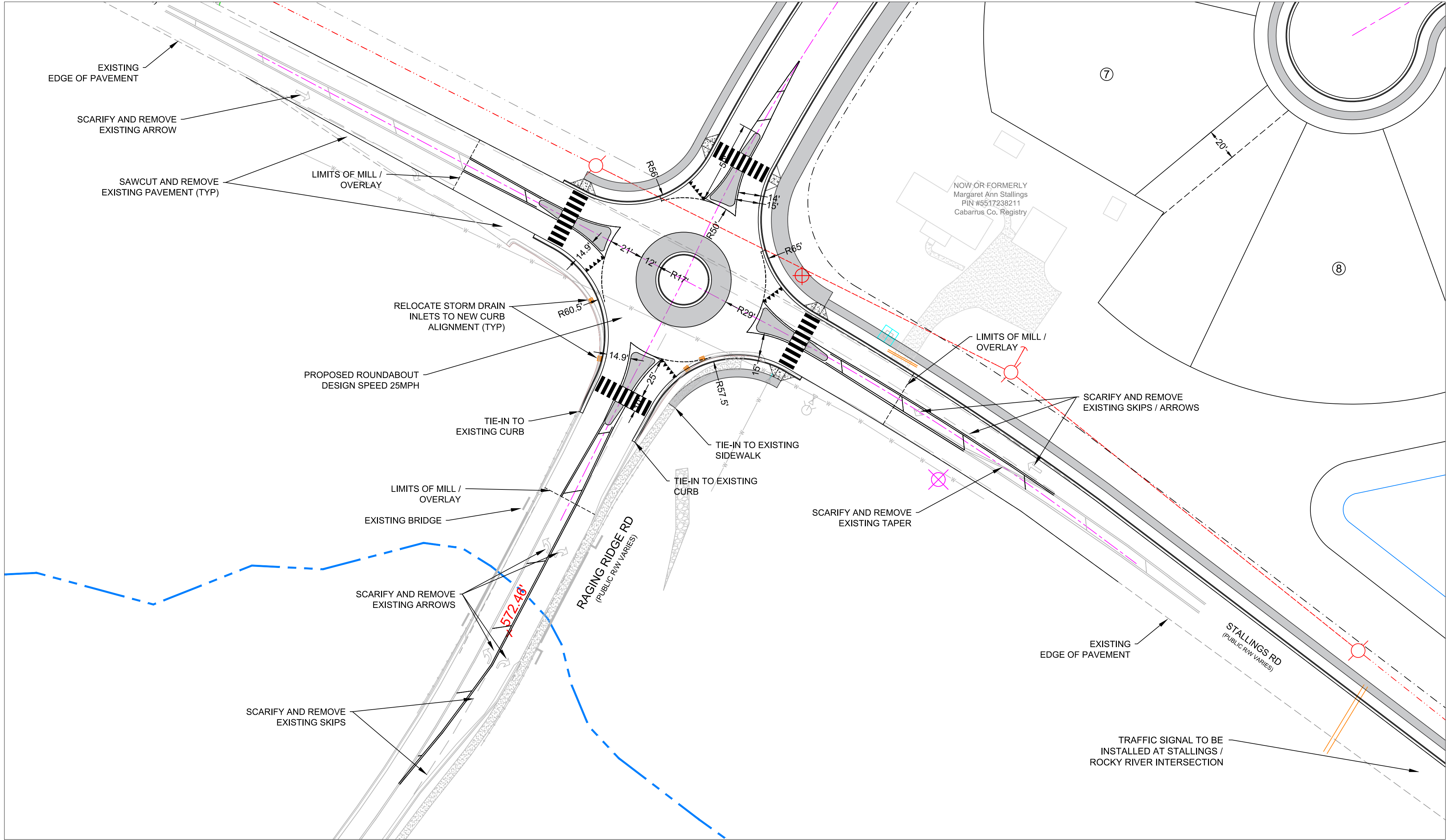
PROJECT:
HARMONY SUBDIVISION
RESIDENTIAL SUBDIVISION
3550 Stallings Rd, Harrisburg, NC 28075
PRELIMINARY UTILITY PLAN
SHEET TITLE:

Cabarrus County

Project #2018-06

DATE: 8/7/2019 **DRAWN BY:** REB
SHEET NO. **C006**

F:\Dropbox\RB\Info\Projects\Stallings Subdivision\00 C3D Files\Stallings Site Base bak 091219.dwg

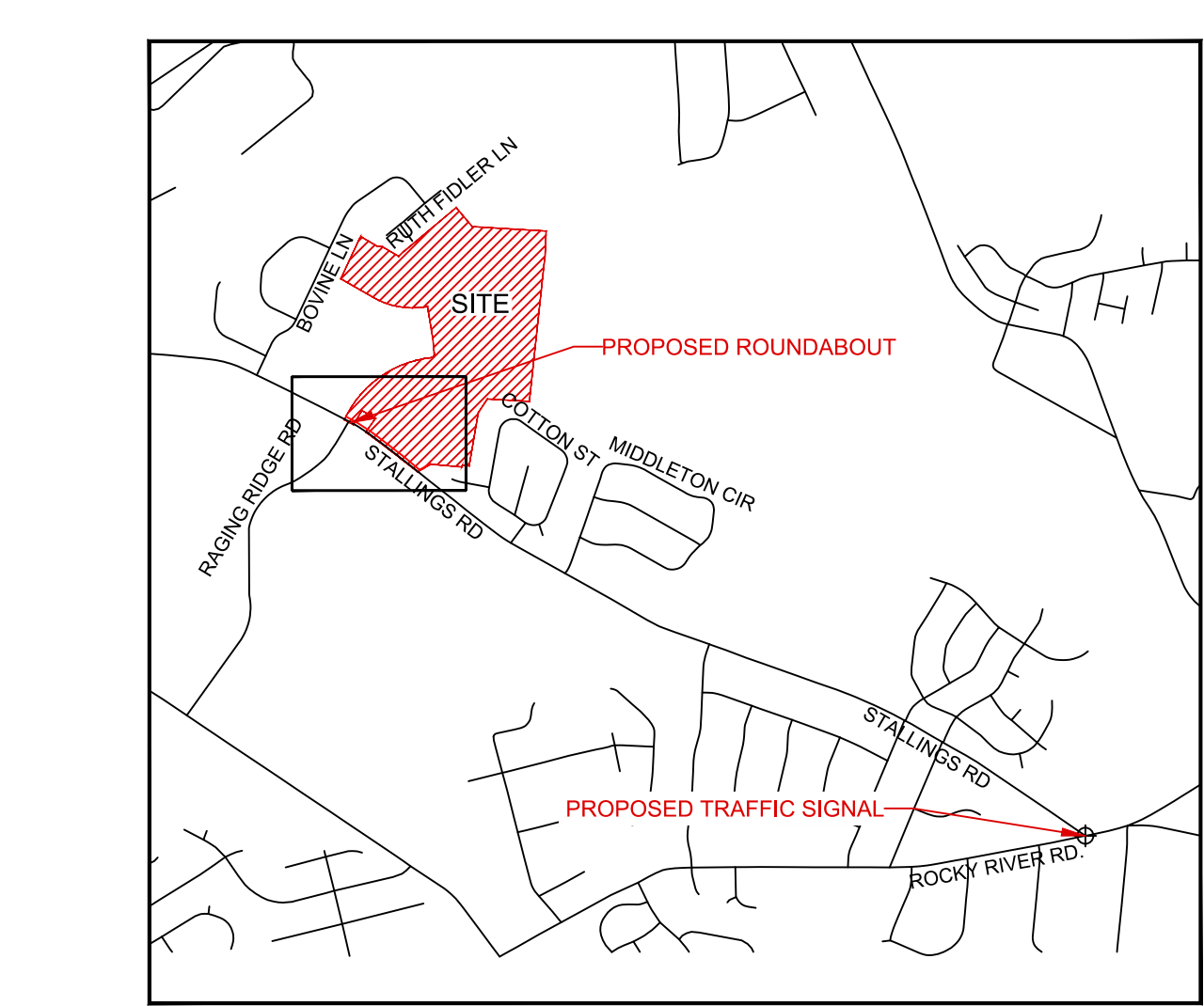


1 MAIN ENTRANCE ROAD IMPROVEMENTS (STALLINGS RD)

0007 DETAIL

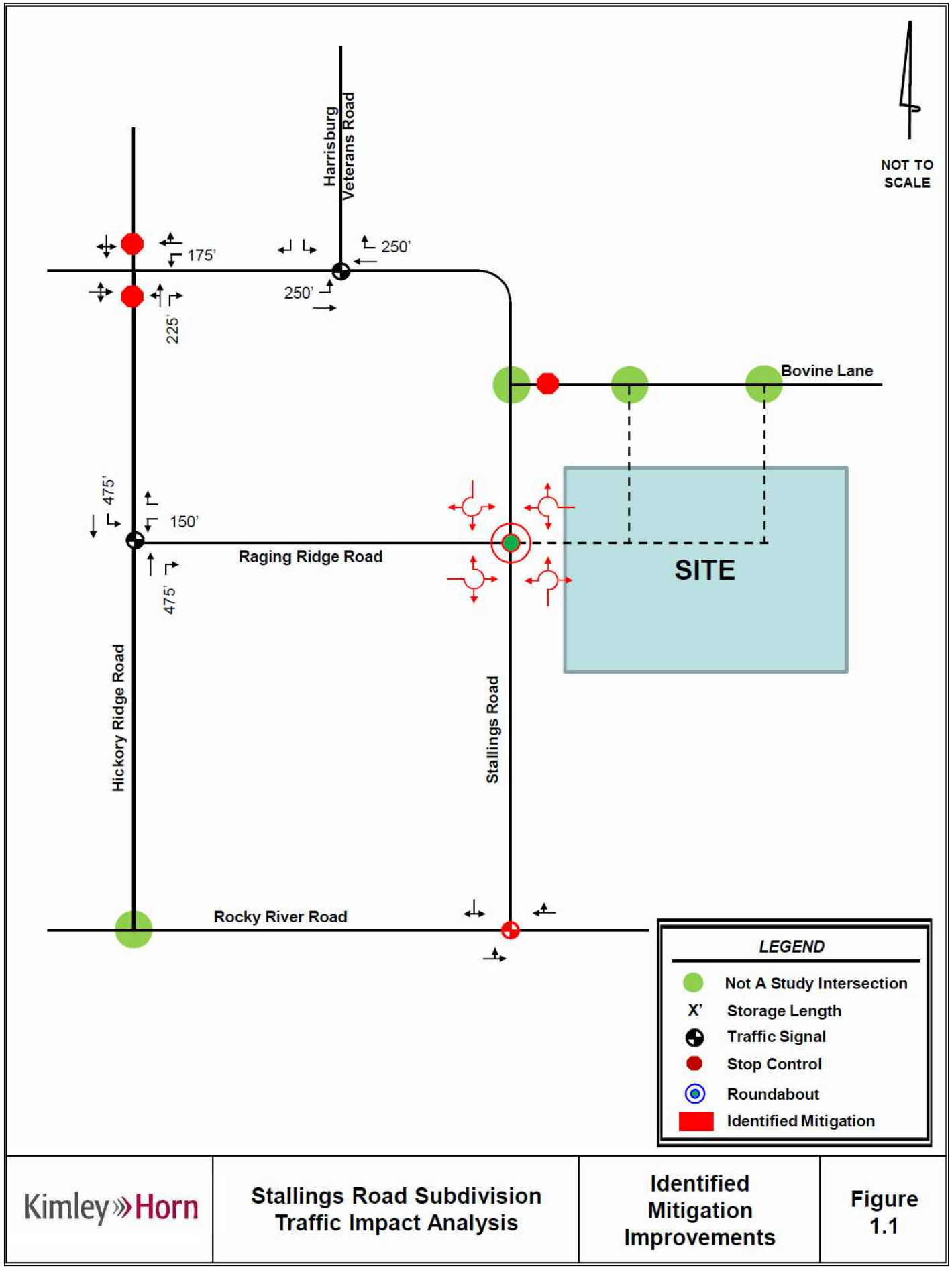
OFF-SITE DEVELOPMENT PHASING:

ACCESS MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THE ROAD IMPROVEMENTS SO THAT EMERGENCY ACCESS REQUIREMENTS ARE MET, AND CONSTRUCTION TRAFFIC DOES NOT ENTER THROUGH STALLINGS FARM SUBDIVISION. TEMPORARY ACCESS MAY BE NEEDED TO ENSURE AT A MINIMUM RIGHT IN, RIGHT OUT ACCESS THROUGH THE SUBDIVISION MAIN ENTRANCE. IN ADDITION, ROAD CLOSURES ARE TO BE COORDINATED WITH THE CABARRUS COUNTY SCHOOLS SCHEDULE TO ENSURE SCHOOL TRAFFIC IS NOT ADVERSELY IMPACTED.



2 KEY MAP FOR ROAD IMPROVEMENTS

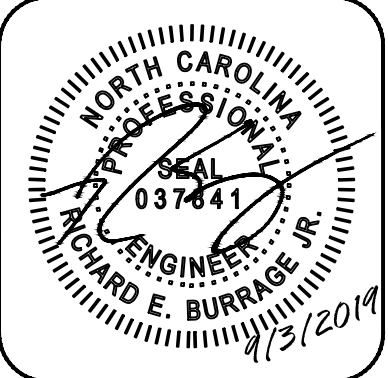
0007 DETAIL



3 KEY MAP FOR ROAD IMPROVEMENTS

0007 DETAIL

SCALE: NTS



ANDERSON BURRAGE
CONSULTING, INC.

454 Burrage Rd. NE
Concord, NC 28025

(TM) 701-6898
NC Lic. No. C-3704

#	Date	Revision	PER HARRISBURG COMMENTS	REVISED ROAD NAMES
1	9/3/2019			
2	9/12/2019			

PROJECT: **HARMONY SUBDIVISION**
RESIDENTIAL SUBDIVISION

3550 Stallings Rd, Harrisburg, NC 28075

PRELIMINARY PLAT - ROAD IMPROVEMENTS PLAN

SHEET TITLE:

Project #2018-06	
DATE: 8/7/2019	DRAWN BY: REB
SHEET NO.	

C007

June 19th, 2018

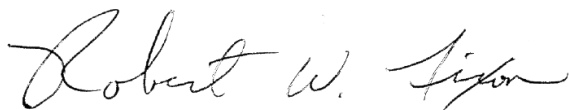
Town of Harrisburg
Planning Department
4100 Main Street, Suite 101
Harrisburg, NC 28075

Reference: Stallings Rd. Subdivision
Public Parks and Recreation Open Space Requirement

Dear Sir or Madam,

In order to fulfill the requirement of the Town of Harrisburg UDO, Article 6.5.5 for public parks and recreation open space, we propose to dedicate two adjoining parcels of land (total 3.44 acres) located at 3657, and 3541 Stallings Rd (see attached property reports). These parcels of land are adjacent to the head of the proposed greenway along Back Creek. The value of the land is calculated as follows: \$2,550,000 (total land purchase price) / 85.49 acres = \$29,827 per acre x 3.44 acres = \$102,605 total land value. The balance of the requirement is proposed to be paid in fee-in-lieu-of or work-in-kind for a project approved by the Town of Harrisburg. An example project may be a community dog park with parking on this property located at the head of the proposed greenway.

Sincerely,

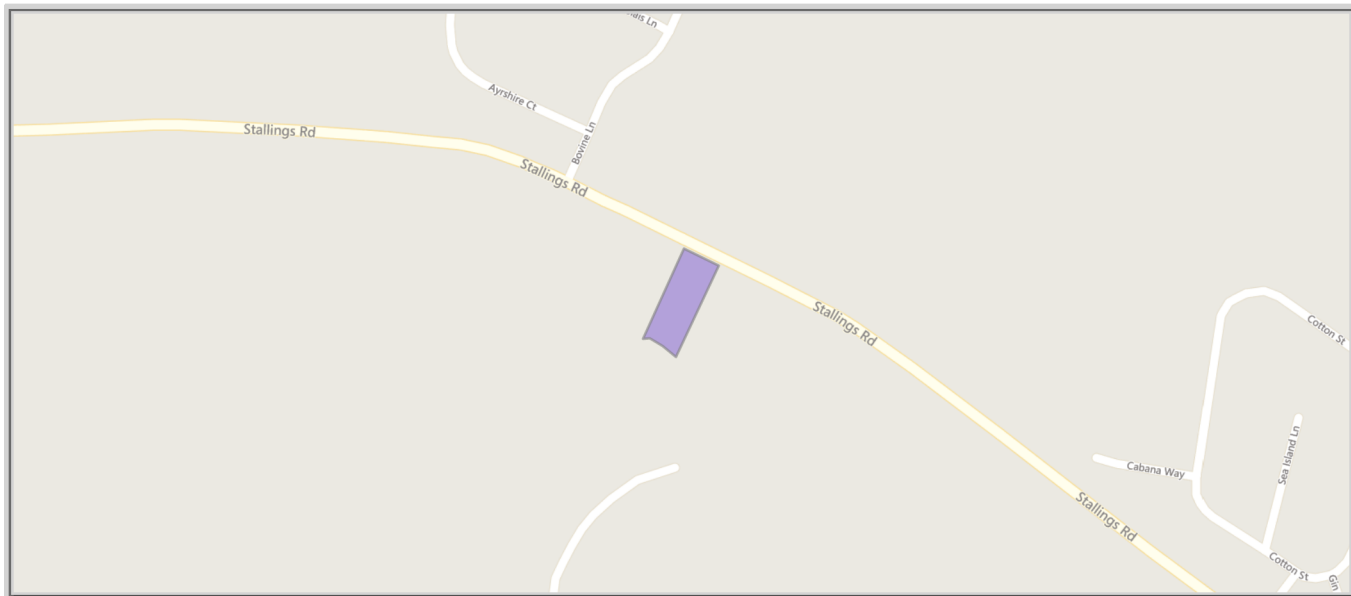
A handwritten signature in black ink, appearing to read "Robert W. Nixon". The signature is fluid and cursive, with the first name "Robert" being the most prominent part.

Robert W. Nixon

Attachment(s): GIS Property Report PIN# 5517 23 1220
GIS Property Report PIN# 5517 23 3134

Cabarrus County Property Report

Parcel Information Number	Property Real ID	Legal Description
55172312200000	01-017 -0006.13	LT 1 MARGARET ANN STALLINGS S/S STALLINGS ROAD
Land Units	Land Units Type	
1.31000000	AC	



First Owner Name	Second Owner Name
STALLINGS MARGARET ANN	

Mailing Address	Physical Address(es)
3550 STALLINGS RD HARRISBURG NC 28075	3657 STALLINGS RD HARRISBURG NC 28075

Land Value	Building Value	Assessed Value	Market Value
33630	0	520	33630

Sale Year	Sale Month	Sale Price	Deed Book	Deed Page
2011	12	0.00000000	09799	0332

Elementary School	Middle School	High School
Harrisburg ES	Hickory Ridge MS	Hickory Ridge HS

Voter Precinct	Zoning	Municipal District	Township
01-07	RL	TOWN OF HARRISBURG	Township 1, Harrisburg

Soil Report for Parcel			Floodplain Report for Parcel		
Soil Type	Acreage	Percentage	Floodway	100 Year	500 Year
ChA	0.34	25.82			
EnB	0.07	5.19			
IdA	0.92	68.99			
			FIRM Panel Number		
			5517		

Permits Issued on Parcel			
Permit Number	Permit Type	Status	Issue Date

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Report Created By Cabarrus County IT Department. 6/19/2018 8:09:02 AM
Data Sources: Cabarrus County Land Records, Microsoft Bing Maps



Cabarrus County Property Report

Parcel Information Number	Property Real ID	Legal Description
55172331340000	01-017 -0006.16	LT 2 MARGARET ANN STALLINGS S/S STALLINGS ROAD
Land Units	Land Units Type	
2.13000000	AC	



First Owner Name	Second Owner Name
STALLINGS MARGARET ANN	

Mailing Address	Physical Address(es)
3550 STALLINGS RD HARRISBURG NC 28075	3541 STALLINGS RD HARRISBURG NC 28075

Land Value	Building Value	Assessed Value	Market Value
25200	0	730	25200

Sale Year	Sale Month	Sale Price	Deed Book	Deed Page

Elementary School	Middle School	High School
Harrisburg ES	Hickory Ridge MS	Hickory Ridge HS

Voter Precinct	Zoning	Municipal District	Township
01-07	RL	CABARRUS COUNTY	Township 1, Harrisburg

Soil Report for Parcel			Floodplain Report for Parcel		
Soil Type	Acreage	Percentage	Floodway	100 Year	500 Year
ChA	1.00	47.24			
IdA	1.12	52.76			
			FIRM Panel Number		
			5517		

Permits Issued on Parcel			
Permit Number	Permit Type	Status	Issue Date

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Report Created By Cabarrus County IT Department. 6/19/2018 8:09:39 AM
Data Sources: Cabarrus County Land Records, Microsoft Bing Maps





TOWN OF HARRISBURG

Agenda Item Details

Title:

To set a public hearing for November 12, 2019 to consider revising the previously adopted gross land use density in the Harrisburg Area Land Use Plan (HALUP).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

To set a public hearing for November 12, 2019 to consider revising the previously adopted gross land use density in the Harrisburg Area Land Use Plan (HALUP).

Description/Background:

Town Council adopted the Harrisburg Area Land Use Plan (HALUP) on June 11, 2018. The HALUP contains future land use map with various categories of land use and densities for residential land uses, namely Very Low Density Residential, Low Density Residential, Medium Density Residential and High Density Residential. The commercial, industrial and mixed use land use categories do not have densities associated with them.

The land use densities described in the HALUP are consistent with industry standards for densities within the respective land use classifications; however, after utilizing those standards for several residential development requests, staff has recognized that those standards may not be completely reflective of the desires of Town Council and residents.

Because the land use densities described in the HALUP are used as a tool for guiding staff when discussing development interests with property owners and developers, as well as to guide Town Council in their consideration process, it is important that we refine the HALUP to better reflect the density standards desired.

As a result, staff is recommending making edits to the gross density descriptions for the land use classifications.

Recommended changes being considered are related ONLY to the number of dwelling units per acre (gross density) allowed in each land use classification (no other map or text revisions are being considered). For example, it is being recommended that the number of dwelling units per acre be lowered in the Low Density land use classification from 1-3 units per acre to 1-2 units per acre. The Medium Density land use classification will be lowered from 3-4 units per acre to 2-3 units per acre. The High Density land use classification will be lowered from 4-15 units per acre to 3-10 units per acre.

A Public Hearing is requested to be set for November 12, 2019 to review the existing land use densities and make recommended revisions.

The proposed changes will be presented to the Planning and Zoning Board for their consideration at their October 15 meeting. Any changes approved by the Town Council will be incorporated into the upcoming update of the Unified Ordinance Development (UDO).

Recommendation:

Staff recommends setting the public hearing to consider revising the previously adopted land use density (gross) in the Harrisburg Area Land Use Plan (HALUP).

Fiscal Impact:

None.

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Change Order to the Construction Contract for Harrisburg Park Redevelopment Project - Phase 1 and Project Ordinance Amendment as it relates to PARTF Grant Award

Presenting Personnel:

Suggested Motion or Action:

If approved:

Motion to approve change order to construction contract for Harrisburg Park Redevelopment - Phase 1 for a new total contract sum of \$9,642,524 and the attached project ordinance amendment.

Description/Background:

As communicated to Council previously, the Town applied for and was awarded a \$350,000 PARTF grant for the Harrisburg Park Redevelopment - Phase 1 project.

Staff is in the process of identifying the specific allocation for the funds across the entire project, intending to use those funds to enhance or expand the project and its amenities. The PARTF funds are not available to the Town to be used until such time that the Town Council approves the change order to the Guaranteed Maximum Price (GMP) and increases the project budget accordingly.

The attached change order to the contract will provide us the opportunity to apply the PARTF grant funds towards the project in a timely manner.

Recommendation:

Staff recommends approval of the attached change order to the GMP and the related project ordinance amendment.

Fiscal Impact:

The total cost of the project is currently set at \$10,000,000. With the addition of the PARTF grant funds, the total project cost will now be \$10,350,000, if approved. All PARTF grant funds will be used for construction purposes so the project ordinance amendment increases the current construction budget of \$9,502,475 to \$9,852,475.

Attachments:

1. Amended Contract with Benesch - Change Order
2. Amendment -GF P&R CRF PARTF GRANT 10142019



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)

Harrisburg Park Expansion
130 Sims Parkway
Harrisburg, NC 28075

CONTRACT INFORMATION:

Contract For: General Construction
Date: January 02, 2019

CHANGE ORDER INFORMATION:

Change Order Number: 003
Date: October 9, 2019

OWNER: (Name and address)

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

ARCHITECT: (Name and address)

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

CONTRACTOR: (Name and address)

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Amend Contract for PARTF Grant Funds

The original Contract Sum was	\$	49,850.00
The net change by previously authorized Change Orders	\$	9,242,674.00
The Contract Sum prior to this Change Order was	\$	9,292,524.00
The Contract Sum will be increased by this Change Order in the amount of	\$	350,000.00
The new Contract Sum including this Change Order will be	\$	9,642,524.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be TBD

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

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

Alfred Benesch & Company

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

J.D. Goodrum Company, Inc

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Town of Harrisburg, North Carolina

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



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

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

Section 1. Amend Capital Projects Fund – Parks and Recreation line items to account for the PARTF grant award of \$350,000 to be used for the Harrisburg Park Redevelopment – Phase 1 project.

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

Increase line item 320-5000-57100	\$ 350,000
Construction	

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

Increase line item 320-43201	\$ 350,000
Grant Proceeds - PARTF	

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 14th day of October, 2019.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk