



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

**January 13, 2020
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. AGENDA ADOPTION
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. SPECIAL PRESENTATIONS
 - 1. Proclamation - Dr. Martin Luther King, Jr.
 - 2. Proclamation - Health for Humanity Yogathon
 - 3. FY2019 Financial Audit Presentation
- 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 December 9, 2019 Town Council meeting.
- B. Approval of Town Council Departmental Assignments
- C. Approval of Appointment of Members to Local Relief Fund Board of Fire Department

3. COMMUNICATIONS

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

4. PUBLIC HEARINGS

- A. Public Hearing to consider changes to Chapter 53 - Storm Water of the Town of Harrisburg Code of Ordinances
- B. Public Hearing to consider the annexation of parcels associated with Camellia Gardens Subdivision, H2018-08-(R).

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of Preliminary Plat for the Camellia Gardens Subdivision H2019-03-(S).
- B. Consideration of Preliminary Plat for the Terraces at Farmington Subdivision H2019-01-(S).
- C. Consideration of Preliminary Plat for the Commons at Farmington Subdivision H2019-05-(S).
- D. Consideration of Parks and Recreation Advisory Board appointments
- E. To consider approval of contract for the preliminary engineering of the Caldwell Road Extension Capital Improvement Project and the related reimbursement resolution
- F. To consider approval of contract for the design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and the related reimbursement resolution.
- G. To consider approval of contract for the Sanitary Sewer Evaluation Study in Bradford Park and the related Project Ordinance Amendment
- H. To consider approval of a contract for the design of FY2021 Waterline Improvement Project and the Ford Street 6-Inch Waterline Upgrade Project

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

WHEREAS, Dr. Martin Luther King, Jr. inspired millions of Americans by becoming a visionary leader of the civil rights movement with a goal of creating a society tolerant of all races, cultures and nationalities; and

WHEREAS, Dr. King's enduring contributions to America remind us that people should "...not be judged by the color of their skin but by the content of their character"; and

WHEREAS, the ideals of Dr. King and of the Town of Harrisburg's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of our community is a responsibility of every citizen; and

WHEREAS, the celebration of Dr. King's birthday is intended to honor an American who dedicated his life to the fundamental principles of freedom, opportunity, and equal justice for all,

NOW, THEREFORE, I, Steven Sciascia, Mayor of the Town of Harrisburg, North Carolina, do hereby proclaim Monday, January 20, 2020 as:

"DR. MARTIN LUTHER KING, JR. DAY"

in the Town of Harrisburg and encourage all citizens to rededicate themselves to the principles of respect for human rights and freedom, of belief in non-violence, and of commitment to improving our community.

ADOPTED, this 13th day of January 2020.

Steven J. Sciascia, Mayor

Attest:

Janet Rackley, Town Clerk



PROCLAMATION

In Recognition of Surya Namaskar (SUN Salutation) Awareness Period
January 18 – February 2, 2020

WHEREAS, YOGA is an ancient process of keeping the human mind and body in good health. Spiritual training is considered a part of physical training from ancient times in India. The Surya Namaskar (SUN Salutation) is a special sequence of YOGA postures that provides the key health benefits of YOGA in a very succinct package; and

WHEREAS, Hindu Swayamsevak Sangh (HSS) is a voluntary, non-profit, social and cultural organization, which aims at preserving and passing on the ancient Hindu heritage and cultural values to the next generation of Hindus and raise awareness around the world; and

WHEREAS, HSS is organizing a Health for Humanity Yogathon and the goal is to complete One Million Surya Namaskar (SUN Salutations) by Twelve Thousand participants, collectively and individually, to promote friendship, mutual understanding and good health among multi-cultural and diverse members of the community; and

WHEREAS, YOGA enthusiasts, YOGA Studios, and local schools and organizations are participating in this event. SUN Salutations can be included daily during this time as a part of physical activity and/or spiritual training.

NOW, THEREFORE, BE IT RESOLVED, I, Steven J. Sciascia, Mayor of the Town of Harrisburg, North Carolina, do hereby recognize the

Health for Humanity Yogathon

and thank HSS for their outstanding job with helping to preserve and promote the ancient heritage and cultural values around the world.

This the 13th day of January 2020.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk

**TOWN OF HARRISBURG,
NORTH CAROLINA**

**BASIC
FINANCIAL
STATEMENTS &
ACCOMPANYING
INFORMATION**

FOR FISCAL YEAR ENDED JUNE 30, 2019

TOWN COUNCIL MEMBERS

**STEVE SCIASCIA, MAYOR
JOHN BOOTH, MAYOR PRO TEM
CHRISTOPHER BARFIELD
BENITA CONRAD
RICK RUSSO
TROY SELBERG
RON SMITH
DIAMOND STATON-WILLIAMS**

ADMINISTRATION & FINANCIAL STAFF

**HAYNES BRIGMAN, TOWN MANAGER
LEE CONNOR, ASSISTANT TOWN MANAGER/FINANCE DIRECTOR
BRIAN LEE, DEPUTY FINANCE DIRECTOR**



HarrisburgNC

The right side of opportunity

Town of Harrisburg, North Carolina

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TOWN OF HARRISBURG, NORTH CAROLINA

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FINANCIAL SECTION

TOWN OF HARRISBURG, NORTH CAROLINA

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Independent Auditor's Report

The Honorable Mayor and
Members of Town Council
Town of Harrisburg, North Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Harrisburg, North Carolina (the "Town") as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of Harrisburg Community and Youth Association, Inc. were not audited in accordance with *Government Auditing Standards*.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town, as of June 30, 2019, and the respective changes in financial position and cash flows, where appropriate, thereof and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of the Proportionate Share of the Net Pension Liability – Local Government Employees' Retirement System, and Schedule of Contributions – Local Government Employee's Retirement System, as listed in the Table of Contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining and individual fund financial statements, budget to actual comparisons, schedule of ad valorem taxes receivable, and schedule of current tax levy, as listed in the Table of Contents are presented for the purpose of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements, budget to actual comparisons, schedule of ad valorem taxes receivable, and schedule of current tax levy are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit, the combining and individual fund financial statements, budget to actual comparisons, schedule of ad valorem taxes receivable, and schedule of current tax levy are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2019, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.



Raleigh, North Carolina
October 25, 2019

TOWN OF HARRISBURG, NORTH CAROLINA

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Town of Harrisburg, North Carolina

Management's Discussion and Analysis

As management of the Town of Harrisburg (the "Town"), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town of Harrisburg for the fiscal year ended June 30, 2019. We encourage readers to read the information presented here in conjunction with additional information that we have furnished in the Town's financial statements, which follow this narrative.

Financial Highlights

- The assets and deferred outflows of resources of the Town of Harrisburg exceeded its liabilities and deferred inflows of resources at the close of the fiscal year by \$60,716,269 (*net position*). Of this amount, \$18,713,777 (*unrestricted net position*) may be used to meet the Town's needs.
- The Town's total net position increased by \$7,878,625, due to increases in both the governmental and business-type activities net position.
- As of the close of the current fiscal year, the Town of Harrisburg's governmental funds reported combined ending fund balances of \$10,956,514, with a net decrease of \$2,403,507 in fund balance. Approximately 60.30% of this total amount, or \$6,606,318, is non-spendable, restricted, committed or assigned.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$4,350,196, or 36.18%, of total General Fund expenditures for the fiscal year.
- The Town of Harrisburg's total long-term outstanding liabilities decreased by \$1,239,875 (4.92%) during the current fiscal year. The key factors in this change consists of the servicing of installment notes payable and the increase in the net pension obligation (LGERs).

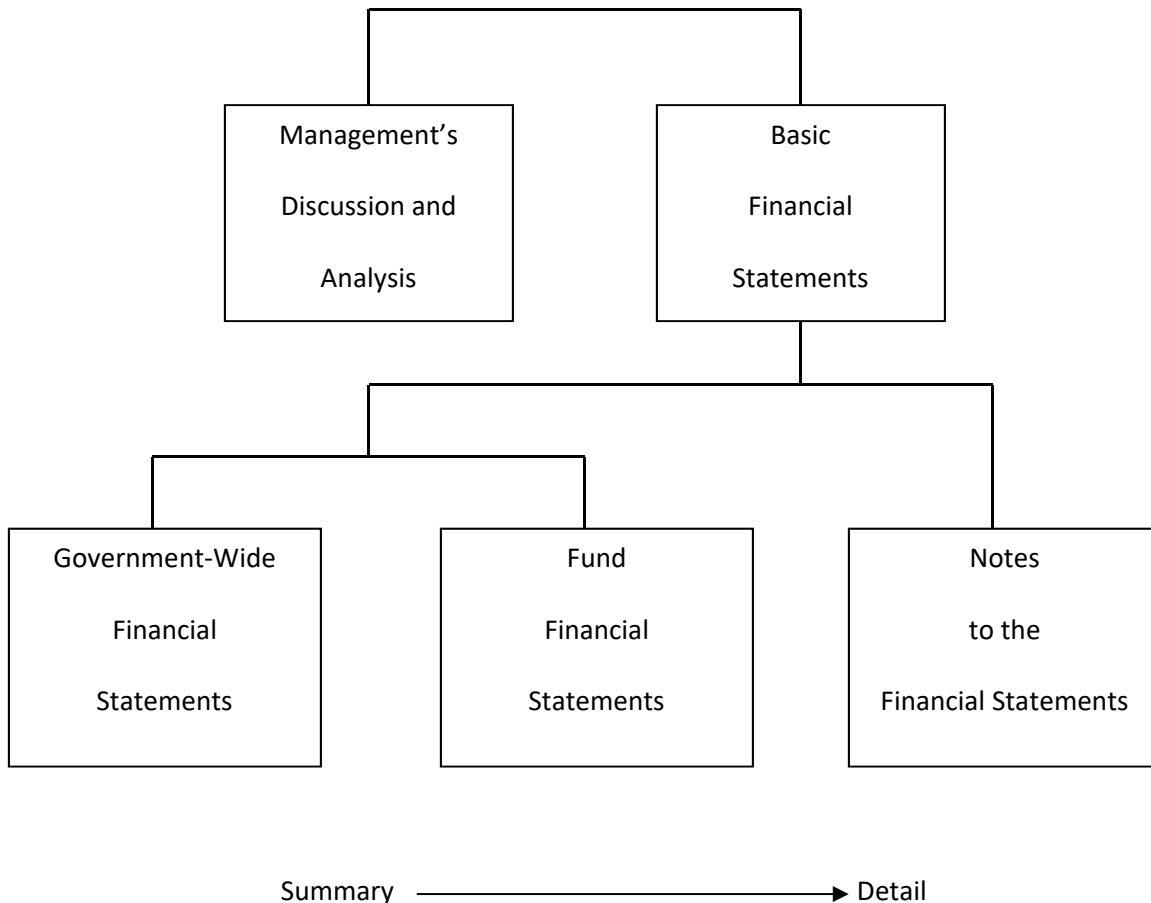
Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town of Harrisburg's basic financial statements. The Town's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements (see Figure 1). The basic financial statements present two different views of the Town through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the financial condition of the Town of Harrisburg.

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Required Components of Annual Financial Report
Figure 1



Basic Financial Statements

The first two statements (Exhibits A and B) in the basic financial statements are the **Government-Wide Financial Statements**. They provide both short and long-term information about the Town's financial status.

The next statements (Exhibits C through H) are **Fund Financial Statements**. These statements focus on the activities of the individual parts of the Town's government. These statements provide more detail than the government-wide statements. There are three parts to the fund financial statements: 1) the governmental funds statements; 2) the budgetary comparison statements; and 3) the proprietary fund statements.

The next section of the basic financial statements is the **Notes**. The notes to the financial statements explain in detail some of the data contained in those statements. After the notes, **Supplemental Information** is provided to show details about the Town's individual funds. Budgetary information required by the General Statutes also can be found in this part of the statements.

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Government-Wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the Town's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the Town's financial status as a whole.

The two government-wide statements report the Town's net position and how it has changed. Net position is the difference between the Town's total assets and deferred outflows of resources and total liabilities and deferred inflows of resources. Measuring net position is one way to gauge the Town's financial condition.

The government-wide statements are divided into two categories: 1) governmental activities and 2) business-type activities. The governmental activities include most of the Town's basic services, such as general government, planning and zoning, public safety, transportation, environmental protection, and cultural and recreational. Property taxes and State-collected local taxes and utility franchise taxes finance most of these activities. The business-type activities are those that the Town charges customers to provide. This includes the water and sewer and storm water services offered by the Town of Harrisburg.

The government-wide financial statements are Exhibits A and B of this report.

Fund Financial Statements

The fund financial statements (see Figure 1) provide a more detailed look at the Town's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Harrisburg, like all other governmental entities in North Carolina, uses fund accounting to ensure and reflect compliance (or non-compliance) with finance-related legal requirements, such as the General Statutes or the Town's budget ordinance. All of the funds of the Town of Harrisburg can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds – Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. Most of the Town's basic services are accounted for in governmental funds. These funds focus on how assets can readily be converted into cash flow in and out, and what monies are left at year-end that will be available for spending in the next year. Governmental funds are reported using an accounting method called *modified accrual accounting* which provides a short-term spending focus. As a result, the governmental fund financial statements give the reader a detailed short-term view that helps him or her determine if there are more or less financial resources available to finance the Town's programs. The relationship between government activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is described in a reconciliation that is a part of the fund financial statements.

The Town of Harrisburg adopts an annual budget for its General Fund, as required by the General Statutes. The budget is a legally adopted document that incorporates input from the citizens of the Town, the management of the Town, and the decisions of the Town Council about which services to provide and how to pay for them. It also authorizes the Town to obtain funds from identified sources to finance these current period activities. The budgetary statement provided for the General Fund demonstrates how well the Town complied with the budget ordinance and whether or not the Town succeeded in providing the services as planned when the budget was adopted. The budgetary comparison statement uses the budgetary basis of accounting and is presented using the same format, language, and classifications as the legal budget document. The statement shows four columns: 1) the original budget as adopted by the Town Council; 2) the final budget as amended by the Town Council; 3) the actual resources, charges to appropriations, and ending balances in the General Fund; and 4) the difference or variance between the final budget and the actual resources and charges. To account for the difference between the budgetary basis of accounting and the modified accrual basis, a reconciliation showing the differences in the reported activities is shown at the end of the budgetary statement.

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Fund Financial Statements (continued)

Proprietary Funds – The Town of Harrisburg has only one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town of Harrisburg uses enterprise funds to account for its water and sewer activity, along with its storm water activity. These funds are the same as those functions shown in the business-type activities in the Statement of Net Position and the Statement of Activities.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements are on pages 23-58 of this report.

Other Information – In addition to the basic financial statements and accompanying notes, this report includes certain required supplementary information concerning the Town of Harrisburg's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found beginning on page 59 of this report.

Interdependence with Other Entities – The Town depends on the financial resources flowing from, or associated with, both the federal government and the State of North Carolina. Because of this dependency, the Town is subject to changes in specific flows of intergovernmental revenues based on modifications to federal and State laws and federal and State appropriations. It is also subject to changes in investment earnings and asset values associated with U.S. Treasury Securities because of actions by foreign governments and other holders of publicly held U.S. Treasury Securities.

Government-Wide Financial Analysis

**The Town of Harrisburg's Net Position
Figure 2**

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 11,559,794	\$ 13,892,086	\$ 12,210,705	\$ 13,152,368	\$ 23,770,499	\$ 27,044,454
Capital assets	26,331,114	19,612,982	34,502,966	31,746,330	60,834,080	51,359,312
Deferred outflows of resources	1,258,140	781,910	418,959	260,216	1,677,099	1,042,126
Total assets and deferred outflows of resources	39,149,048	34,286,978	47,132,630	45,158,914	86,281,678	79,445,892
Long-term liabilities outstanding	10,299,605	10,361,105	13,679,445	14,857,820	23,979,050	25,218,925
Other liabilities	624,791	534,022	800,390	710,856	1,425,181	1,244,878
Total liabilities	10,924,396	10,895,127	14,479,835	15,568,676	25,404,231	26,463,803
Deferred inflows of resources	111,785	98,188	49,393	46,257	161,178	144,445
Net position:						
Net investment in capital assets	18,668,809	15,493,660	21,496,098	17,921,905	40,164,907	33,415,565
Restricted	1,819,152	1,101,496	18,433	-	1,837,585	1,101,496
Unrestricted	7,624,906	6,698,507	11,088,871	11,622,076	18,713,777	18,320,583
Total net position	\$ 28,112,867	\$ 23,293,663	\$ 32,603,402	\$ 29,543,981	\$ 60,716,269	\$ 52,837,644

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Government-Wide Financial Analysis (continued)

As noted earlier, net position may serve, over time, as one useful indicator of a government's financial condition. The assets and deferred outflows of resources of the Town of Harrisburg exceeded liabilities and deferred inflows of resources by \$60,716,269 as of June 30, 2019. The Town's net position increased by \$7,878,625 for the fiscal year ended June 30, 2019. However, the largest portion (66.15%) reflects the Town's net investment in capital assets (e.g. land, buildings, machinery, and equipment). The Town of Harrisburg uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town of Harrisburg's net investment in capital assets is reported net of the outstanding related debt, the resources needed to repay that debt must be provided by other sources, since the capital assets cannot be used to liquidate these liabilities. An additional portion of the Town's net position, \$1,819,152, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, \$18,713,777, may be used to meet the Town's ongoing obligations to citizens and creditors.

Several particular aspects of the Town's financial operations positively influenced the total unrestricted governmental net position:

- Continued diligence in the collection of property taxes by maintaining a current levy collection percentage of 99.66%, which is greater than the statewide average in fiscal year 2019 of 98.78%.
- Growth in the tax base, particularly in new residential growth combined with strong collection rates helped strengthen the Town's financial position.
- New residential and commercial growth positively impacted water and sewer receipts.

The Town of Harrisburg Changes in Net Position
Figure 3

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues						
Charges for services	\$ 791,531	\$ 1,140,542	\$ 9,294,092	\$ 9,426,494	\$ 10,085,623	\$ 10,567,036
Operating grants and contributions	1,663,276	1,748,123	-	3,968	1,663,276	1,752,091
Capital grants and contributions	2,183,597	2,713,069	2,035,225	1,616,190	4,218,822	4,329,259
General revenues:						
Property taxes	7,928,116	6,188,636	-	-	7,928,116	6,188,636
Grants and contributions not restricted to specific programs	3,093,767	2,622,205	-	-	3,093,767	2,622,205
Other	754,894	444,316	41,583	82,891	796,477	527,207
Total revenues	16,415,181	14,856,891	11,370,900	11,129,543	27,786,081	25,986,434
Expenses:						
General government	1,467,024	1,510,762	-	-	1,467,024	1,510,762
Planning and zoning	420,841	476,467	-	-	420,841	476,467
Public safety	5,025,300	4,719,879	-	-	5,025,300	4,719,879
Transportation	912,504	872,668	-	-	912,504	872,668
Environmental protection	1,648,186	1,498,275	-	-	1,648,186	1,498,275
Cultural and recreational	1,823,042	1,648,872	-	-	1,823,042	1,648,872
Water and sewer	-	-	8,025,802	7,293,549	8,025,802	7,293,549
Storm water	-	-	285,677	195,001	285,677	195,001
Interest	299,080	158,802	-	-	299,080	158,802
Total expenses	11,595,977	10,885,725	8,311,479	7,488,550	19,907,456	18,374,275
Transfers	-	(475,909)	-	475,909	-	-
Increase in net position	4,819,204	3,495,257	3,059,421	4,116,902	7,878,625	7,612,159
Net position, beginning	23,293,663	19,798,406	29,543,981	25,427,079	52,837,644	45,225,485
Net position, ending	\$ 28,112,867	\$ 23,293,663	\$ 32,603,402	\$ 29,543,981	\$ 60,716,269	\$ 52,837,644

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Government-Wide Financial Analysis (continued)

Governmental Activities. Governmental activities increased the Town of Harrisburg's net position by \$4,819,204 thereby accounting for 61.17% of the total growth in the net position of the Town. Key elements of this increase are as follows:

- Tax revenues increased approximately 28%, or \$1,744,000.
- Intergovernmental revenues consisting of mostly sales and franchise taxes increased by 18%, or \$471,500.

Business-Type Activities. Business-type activities increased the Town of Harrisburg's net position by \$3,059,421 accounting for 38.83% of the total growth in the Town's net position. A key element of this increase is as follows:

- Contributions of water and sewer and storm water infrastructure from completed developments totaled approximately \$2,000,000.

Financial Analysis of the Town's Funds

As noted earlier, the Town of Harrisburg uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the Town of Harrisburg's governmental funds is to provide information on near-term inflows, outflows, and balances of usable resources. Such information is useful in assessing the Town of Harrisburg's financing requirements. Specifically, unassigned (available) fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the Town of Harrisburg. At the end of the current fiscal year, available fund balance in the General Fund was \$4,350,196, while total fund balance reached \$5,738,273. The Town Council of the Town of Harrisburg has determined that the Town should maintain an available fund balance of 40% of General Fund operating and debt service expenditures in case of unforeseen needs or opportunities, in addition to meeting the cash flow needs of the Town. The Town currently has an available fund balance of 40.26% of General Fund expenditures, while total fund balance represents 53.11% of the same amount.

At June 30, 2019, the governmental funds of the Town of Harrisburg reported a combined fund balance of \$10,956,514, a 17.99% decrease from last year.

General Fund Budgetary Highlights. During the fiscal year, the Town revised the budget on several occasions. Generally, budget amendments fall into one of three categories: 1) amendments made to adjust the estimates that are used to prepare the original budget ordinance once exact information is available; 2) amendments made to recognize new funding amounts from external sources, such as federal and State grants; and 3) increases in appropriations that become necessary to maintain services and to prevent budget overruns.

Revenues were more than the budgeted amounts primarily because of tax collections, permits and fees, and sales and services revenues coming in at higher levels than were budgeted. While there were some variations of budgeted to actual expenditures at the line item level, the Town was able to comply with its budgetary requirements based on an approved budget ordinance at the department level.

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Financial Analysis of the Town's Funds (continued)

Proprietary Funds. The Town of Harrisburg's proprietary funds provide the same type of information found in the government-wide statements, but in more detail. Unrestricted net position of the Water and Sewer Fund at the end of the fiscal year amounted to \$9,060,864, and those for the Storm Water Fund amounted to \$2,046,440. The total change in net position for both funds was an increase of \$2,516,659 and \$542,762, respectively. Other factors concerning the finances of these funds have already been addressed in the discussion of the Town of Harrisburg's business-type activities.

Revenues were more than budgeted amounts primarily because of an increase in water and sewer fees and the continued growth in new development. This growth impacted the receipt of development charges, connection fees, penalties, and storm water fees. With the addition of goal-setting efforts in the budgetary process, more efficient use of funds allowed for expenditures to be lower than the anticipated budgeted amounts.

Capital Asset and Debt Administration

Capital Assets. The Town of Harrisburg's investment in capital assets for its governmental and business-type activities as of June 30, 2019, totals \$60,834,080 (net of accumulated depreciation). These assets include buildings, land, machinery and equipment, park facilities, water and sewer facilities, and vehicles.

Major capital asset transactions during the year include the following additions (there were no significant demolitions or disposals):

- Purchase of vehicles and equipment.
- Construction completed on the Public Works Facility.
- Construction substantially complete on Fire Station #2.
- Construction of 6-inch water lines throughout eight neighborhoods.
- Contributions of capital including streets, water and sewer lines, and storm water infrastructure.
- Design work and the start of construction on Harrisburg Veterans' Plaza and Harrisburg Park Redevelopment Phase I.

**The Town of Harrisburg's Capital Assets
(net of depreciation)
Figure 4**

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Construction in progress	\$ 5,539,477	\$ 1,024,242	\$ 827,886	\$ 6,538,832	\$ 6,367,363	\$ 7,563,074
Land	1,983,024	1,693,537	858,549	858,549	2,841,573	2,552,086
Buildings and systems	6,839,560	6,829,628	7,150,036	1,671,057	13,989,596	8,500,685
Improvements other than buildings	1,905,640	1,828,572	-	10,094	1,905,640	1,838,666
Water lines	-	-	16,253,302	15,422,779	16,253,302	15,422,779
Machinery and equipment	2,199,451	2,035,994	1,724,843	1,069,617	3,924,294	3,105,611
Interceptors	-	-	98,020	122,168	98,020	122,168
Collection system	-	-	6,696,988	5,645,329	6,696,988	5,645,329
Infrastructure	7,863,962	6,201,009	893,342	407,905	8,757,304	6,608,914
Total	<u>\$ 26,331,114</u>	<u>\$ 19,612,982</u>	<u>\$ 34,502,966</u>	<u>\$ 31,746,330</u>	<u>\$ 60,834,080</u>	<u>\$ 51,359,312</u>

Additional information on the Town's capital assets can be found in note II.A on pages 35-38 of this report.

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Capital Asset and Debt Administration (continued)

Long-Term Debt. As of June 30, 2019, the Town of Harrisburg had total debt outstanding of \$21,229,655. Of this debt, \$13,006,868 is secured by the assets of the water and sewer system. However, in the event water and sewer revenues are insufficient to repay the debt, the total outstanding debt, including the remainder of the debt (\$8,222,787), is backed by the full faith and credit of the Town.

Long-Term Obligations Figure 5

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Notes payable	\$ 8,222,787	\$ 8,922,604	\$ 13,006,868	\$ 14,385,188	\$ 21,229,655	\$ 23,307,792

The Town of Harrisburg's Outstanding Debt

The Town of Harrisburg's total long-term outstanding debt decreased by \$2,078,137 (8.92%) during the past fiscal year, due to regularly scheduled debt service payments on existing debt. There was no new debt issued in fiscal year 2019.

North Carolina General Statutes limit the amount of general obligation debt that a unit of government can issue to 8% of the total assessed value of taxable property located within that government's boundaries. The legal debt margin for the Town of Harrisburg is \$178,489,627.

Additional information regarding the Town of Harrisburg's long-term debt can be found in note II.B on pages 47-55 of this report.

Economic Factors and Next Year's Budgets and Rates

The following key economic factors reflect the growth and general prosperity of the Town:

- **New Residential Growth.** The Town continues to experience significant increases in residential growth as a result of previously approved development projects. Interest in living in Harrisburg is soaring which has created a strong interest from some of the region's best developers. The Town is ranked number one in North Carolina in growth for municipalities over a population of 10,000 and ranks 54th in population across the state, up from the previous ranking of 57th. With several residential subdivisions currently under construction and several proposed plans being considered, the Town is in a great position to grow and strengthen its residential market with low-density, high quality homes.
- **Non-Residential Growth.** The Town is excited about the long-awaited development of Town Center, the location of Town Hall and known as the downtown for Harrisburg. The development will bring high quality residential, mixed-use, cultural, and commercial structures to Town Center which will reshape and revitalize the area to expand the Town's offerings to businesses and residents alike. The construction of the Farmington mixed-use development along Rocky River Road and I-485 is beginning in FY2020. The southern portion of Town needs more commercial growth to support the continued residential growth in the area. The Harris Square Shopping Center on Highway 49 continues to help generate several new businesses, with outparcels building out around the development. The Town's economic development initiative in the Morehead West area will also help to jump-start development in this currently underutilized section of Town.

Town of Harrisburg, North Carolina

Management's Discussion and Analysis (continued)

Economic Factors and Next Year's Budgets and Rates (continued)

- **Governmental Projects.** The Town recently completed construction on Fire Station #2. The Town is also in the process of constructing Harrisburg Veterans' Plaza in the Harris Square Shopping Center, which will be opened on Veterans' Day. The Town's largest park redevelopment project is entering the construction phase in FY2020. Harrisburg Park will undergo a transformation that will bring an amphitheater, splash-pad, additional multipurpose fields, shelters, bike trails, and other active amenities within the park. The Town has placed a focus on transportation improvement projects that will be taking place over the next few years with increased amounts of pavement resurfacing, new sidewalks and multipurpose paths, and intersection improvements. The Town also continues to invest in our aging utility infrastructure by replacing or up-sizing existing water and sewer lines in the older portions of our community and addressing Storm Water deficiencies in the Town's System A Storm Water area.

Budget Highlights for the Fiscal Year Ending June 30, 2020

The approved FY2020 General Operating Budget is a balanced budget totaling \$29,052,645 for the General Fund and the two enterprise funds; Water and Sewer; and Storm Water. This compares to \$25,876,450 in FY2019, an increase of approximately \$3,175,000. The General Fund, which comprises the core services provided by the Town, accounts for \$15,794,200 of the total budget, Water and Sewer Fund, \$12,516,645, and Storm Water Fund, \$741,800, account for the remainder of the budget. The budget addresses current departmental needs and anticipates future needs as the Town continues to experience growth.

Overview:

The Town made great progress toward improving our internal operations and employee-wellbeing in FY2019 and continues to focus on making major strides in this direction for FY2020. Town Council and management recognize that investment in our personnel, our greatest asset, helps to continue to improve our service delivery to our residents, while also making Harrisburg an attractive and competitive workplace. The continued refinement and commitment to our ten-year financial models and capital improvement plans outline the needs and priorities of the Town moving forward. A uniform vision for the Town, coming from Town Council and management, is becoming a standard that all employees can recognize and take part in. This is reflected in the Town's recent completion of the Harrisburg Area Land Use Plan and the upcoming delivery of the Transportation Plan, ADA Plan, Highway 49 Corridor Plan, and UDO update. Each of these major guiding documents interact together and help the Town navigate the roads ahead. Significant efforts must be made to ensure community engagement and education remains a priority of the Town, as growth and development within Town can draw polarizing opinions. Making smart growth decisions, becoming more transparent, promoting and strengthening our local businesses, and generating new economic development buzz within our Town, and being proactive in our decision making ensures that what we do today will prepare and protect the Town now and into the future.

We want to maintain the small-town feel of Harrisburg, but operate the Town with the sophistication, efficiencies and effectiveness of a larger city. Financial stability and security are paramount to the future success of the Town, and the continued development and implementation of financial policies and modeling will help ensure we successfully meet all of our goals, and at the same time maintaining and building upon our solid financial standing.

The budget represents a commitment to not only maintain, but to further improve the wonderful qualities Harrisburg offers its residents and businesses. High-quality, efficient, and customer-service oriented operations are Harrisburg's most important objectives, and the budget reflects those efforts by providing the resources necessary to make Harrisburg a safe and prosperous community.

Requests for Information

This report is designed to provide an overview of the Town's finances for those with an interest in this area. Questions concerning any of the information found in this report or requests for additional information should be directed to the Assistant Town Manager/Finance Director, Lee Connor, Town of Harrisburg, 4100 Main Street, Suite 101, Harrisburg, North Carolina 28075.

BASIC FINANCIAL STATEMENTS

TOWN OF HARRISBURG, NORTH CAROLINA

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Town of Harrisburg, North Carolina

Statement of Net Position
June 30, 2019

	Primary Government			Harrisburg Community and Youth Association, Inc.
	Governmental Activities	Business-Type Activities	Total	
Assets				
Current assets:				
Cash and cash equivalents	\$ 9,664,143	\$ 10,536,229	\$ 20,200,372	\$ 41,266
Taxes receivables (net)	40,014	-	40,014	-
Accrued interest receivable on taxes	7,867	-	7,867	-
Accounts receivable (net)	6,448	1,366,063	1,372,511	-
Due from other governments	730,070	-	730,070	-
Inventory	21,856	-	21,856	-
Prepaid expenses	107,551	9,552	117,103	-
Restricted cash and cash equivalents	981,845	298,861	1,280,706	-
Total current assets	11,559,794	12,210,705	23,770,499	41,266
Noncurrent assets:				
Capital assets:				
Non-depreciable	7,522,501	1,686,435	9,208,936	-
Depreciable, net of accumulated depreciation	18,808,613	32,816,531	51,625,144	-
Total noncurrent assets	26,331,114	34,502,966	60,834,080	-
Total assets	37,890,908	46,713,671	84,604,579	41,266
Deferred outflows of resources				
Pension deferrals	1,258,140	418,959	1,677,099	-
Total deferred outflows of resources	1,258,140	418,959	1,677,099	-
Liabilities				
Current liabilities:				
Accounts payable and accrued liabilities	392,085	519,962	912,047	-
Prepaid fees	31,700	-	31,700	-
Payables from restricted assets:				
Accounts payable and accrued liabilities	38,628	-	38,628	-
Performance bond deposits	162,378	-	162,378	-
Customer deposits	-	280,428	280,428	-
Long-term liabilities-due within one year	1,091,140	1,508,531	2,599,671	-
Total current liabilities	1,715,931	2,308,921	4,024,852	-
Long-term liabilities:				
Net pension liability	1,684,751	561,396	2,246,147	-
Long-term liabilities-due in more than one year	7,523,714	11,609,518	19,133,232	-
Total long-term liabilities	9,208,465	12,170,914	21,379,379	-
Total liabilities	10,924,396	14,479,835	25,404,231	-
Deferred inflows of resources				
Prepaid Taxes	4,190	-	4,190	-
Pension deferrals	107,595	49,393	156,988	-
Total deferred inflows of resources	111,785	49,393	161,178	-
Net position				
Net investment in capital assets	18,668,809	21,496,098	40,164,907	-
Restricted for:				
Stabilization by State statute	999,685	-	999,685	-
Streets	156,861	-	156,861	-
Public safety	662,606	-	662,606	-
Storm Water	-	18,433	18,433	-
Cultural and recreational	-	-	-	41,266
Unrestricted	7,624,906	11,088,871	18,713,777	-
Total net position	\$ 28,112,867	\$ 32,603,402	\$ 60,716,269	\$ 41,266

Town of Harrisburg, North Carolina

Statement of Activities For the Fiscal Year Ended June 30, 2019

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government				
Governmental activities				
General government	\$ 1,467,024	\$ 15,295	\$ -	\$ -
Planning and zoning	420,841	101,281	-	-
Public safety	5,025,300	183,490	1,216,646	-
Transportation	912,504	-	434,615	2,183,597
Environmental protection	1,648,186	-	12,015	-
Cultural and recreational	1,823,042	491,465	-	-
Interest on long-term debt	299,081	-	-	-
Total governmental activities	<u>11,595,978</u>	<u>791,531</u>	<u>1,663,276</u>	<u>2,183,597</u>
Business-type activities				
Water and sewer	8,025,802	8,661,135	-	1,856,425
Storm water	285,677	632,957	-	178,800
Total business-type activities	<u>8,311,479</u>	<u>9,294,092</u>	<u>-</u>	<u>2,035,225</u>
Total primary government	<u>\$ 19,907,457</u>	<u>\$ 10,085,623</u>	<u>\$ 1,663,276</u>	<u>\$ 4,218,822</u>
Component unit				
Harrisburg Community and Youth Association, Inc.	\$ 35,625	\$ -	\$ 27,575	\$ -
Total component unit	<u>\$ 35,625</u>	<u>\$ -</u>	<u>\$ 27,575</u>	<u>\$ -</u>

The notes to the financial statements are an integral part of this statement.

Town of Harrisburg, North Carolina

Statement of Activities For the Fiscal Year Ended June 30, 2019

	Net (Expense) Revenue and Changes in Net Position			
	Primary Government			
				Harrisburg Community and Youth Association, Inc.
Functions/Programs	Governmental Activities	Business-Type Activities	Total	
Primary government				
Governmental activities				
General government	\$ (1,451,729)	\$ -	\$ (1,451,729)	\$ -
Planning and zoning	(319,560)	-	(319,560)	-
Public safety	(3,625,164)	-	(3,625,164)	-
Transportation	1,705,708	-	1,705,708	-
Environmental protection	(1,636,171)	-	(1,636,171)	-
Cultural and recreational	(1,331,577)	-	(1,331,577)	-
Interest on long-term debt	(299,081)	-	(299,081)	-
Total governmental activities	(6,957,574)	-	(6,957,574)	-
Business-type activities				
Water and sewer	-	2,491,758	2,491,758	-
Stormwater	-	526,080	526,080	-
Total business-type activities	-	3,017,838	3,017,838	-
Total primary government	(6,957,574)	3,017,838	(3,939,736)	-
Component unit				
Harrisburg Community and Youth Association, Inc.	-	-	-	(8,050)
Total component unit	-	-	-	(8,050)
General revenues				
Taxes:				
Property taxes, levied for general purpose	7,928,117	-	7,928,117	-
Unrestricted intergovernmental	3,093,767	-	3,093,767	-
Loss on sale of capital assets	(37,541)	(132,349)	(169,890)	-
Investment earnings	300,876	171,313	472,189	-
Miscellaneous	491,559	2,619	494,178	-
Total general revenues	11,776,778	41,583	11,818,361	-
Change in net position	4,819,204	3,059,421	7,878,625	(8,050)
Net position, beginning	23,293,663	29,543,981	52,837,644	49,316
Net position, ending	\$ 28,112,867	\$ 32,603,402	\$ 60,716,269	\$ 41,266

The notes to the financial statements are an integral part of this statement.

Town of Harrisburg, North Carolina

Balance Sheet
Governmental Funds
June 30, 2019

	General	Capital Projects Fund - Public Safety	Capital Reserve Fund - General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and cash equivalents	\$ 4,960,640	\$ 7,116	\$ 4,085,839	\$ 610,548	\$ 9,664,143
Restricted cash and cash equivalents	421,363	560,482	-	-	981,845
Receivables, net:					
Property taxes	40,014	-	-	-	40,014
Other	6,448	-	-	-	6,448
Due from other governments	722,186	7,884	-	-	730,070
Inventory	21,856	-	-	-	21,856
Prepaid items	107,551	-	-	-	107,551
Total assets	<u>\$ 6,280,058</u>	<u>\$ 575,482</u>	<u>\$ 4,085,839</u>	<u>\$ 610,548</u>	<u>\$ 11,551,927</u>
Liabilities					
Accounts payable and accrued liabilities	\$ 303,503	\$ 15,000	\$ -	\$ -	\$ 318,503
July 4th Celebration unearned revenue	31,700	-	-	-	31,700
Payable from restricted assets:					
Accounts payable and accrued liabilities	-	-	-	38,628	38,628
Performance bonds on deposit	162,378	-	-	-	162,378
Total liabilities	<u>497,581</u>	<u>15,000</u>	<u>-</u>	<u>38,628</u>	<u>551,209</u>
Deferred inflows of resources					
Property taxes receivable	40,014	-	-	-	40,014
Prepaid taxes	4,190	-	-	-	4,190
Total deferred inflows of resources	<u>44,204</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,204</u>
Fund balances					
Non-spendable					
Inventory	21,856	-	-	-	21,856
Prepays	107,551	-	-	-	107,551
Restricted					
Stabilization by State statute	999,685	-	-	-	999,685
Streets	156,861	-	-	-	156,861
Public safety	102,124	560,482	-	-	662,606
Committed	-	-	4,085,839	556,920	4,642,759
Assigned	-	-	-	15,000	15,000
Unassigned	4,350,196	-	-	-	4,350,196
Total fund balances	<u>5,738,273</u>	<u>560,482</u>	<u>4,085,839</u>	<u>571,920</u>	<u>10,956,514</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 6,280,058</u>	<u>\$ 575,482</u>	<u>\$ 4,085,839</u>	<u>\$ 610,548</u>	<u>\$ 11,551,927</u>

Town of Harrisburg, North Carolina

Reconciliation of the Balance Sheet of the Governmental Funds to the Statement of Net Position June 30, 2019

Amounts reported for governmental activities in the Statement of Net Position are different because:

Ending fund balance - governmental funds	\$ 10,956,514
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	26,331,114
Deferred outflows of resources related to pensions are not reported in the funds.	1,258,140
Other long-term assets are not available to pay for current-period expenditures and, therefore, are inflows of resources in the funds:	
Accrued interest on taxes receivable	7,867
Earned revenues considered deferred inflows of resources in fund statements	40,014
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:	
Accrued interest payable	(73,582)
Compensated absences	(392,067)
Notes payable	(8,222,787)
Net pension liability	(1,684,751)
Deferred inflows of resources related to pensions are not reported in the funds.	<u>(107,595)</u>
Net position of governmental activities	<u><u>\$ 28,112,867</u></u>

Town of Harrisburg, North Carolina

Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Fiscal Year Ended June 30, 2019

	General	Capital Projects Fund - Public Safety	Capital Reserve Fund - General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Ad valorem taxes	\$ 7,928,016	\$ -	\$ -	\$ -	\$ 7,928,016
Unrestricted intergovernmental	3,093,767	-	-	-	3,093,767
Restricted intergovernmental	1,663,276	-	-	-	1,663,276
Permits and fees	300,066	-	-	-	300,066
Sales and services	491,465	-	-	-	491,465
Investment earnings	232,243	65,348	2,543	742	300,876
Other general revenues	491,559	-	-	-	491,559
Total revenues	14,200,392	65,348	2,543	742	14,269,025
Expenditures					
Current:					
General government	1,372,155	-	-	-	1,372,155
Planning and zoning	408,233	-	-	-	408,233
Engineering	46,499	-	-	-	46,499
Public safety	4,932,319	4,326,001	-	-	9,258,320
Transportation	690,809	-	-	-	690,809
Environmental protection	1,604,237	-	-	-	1,604,237
Cultural and recreational	1,995,457	-	-	325,229	2,320,686
Debt service:					
Principal retirement	699,817	-	-	-	699,817
Interest	275,236	-	-	-	275,236
Total expenditures	12,024,762	4,326,001	-	325,229	16,675,992
Excess (deficiency) of revenues over expenditures	2,175,630	(4,260,653)	2,543	(324,487)	(2,406,967)
Other financing sources (uses)					
Transfers from other funds	870,652	-	2,900,092	479,491	4,250,235
Transfers to other funds	(3,242,557)	-	(962,136)	(45,542)	(4,250,235)
Proceeds from sale of assets	3,460	-	-	-	3,460
Total other financing sources (uses)	(2,368,445)	-	1,937,956	433,949	3,460
Net change in fund balances	(192,815)	(4,260,653)	1,940,499	109,462	(2,403,507)
Fund balances, beginning	5,931,088	4,821,135	2,145,340	462,458	13,360,021
Fund balances, ending	\$ 5,738,273	\$ 560,482	\$ 4,085,839	\$ 571,920	\$ 10,956,514

Town of Harrisburg, North Carolina

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of the Governmental Funds to the Statement of Activities For the Fiscal Year Ended June 30, 2019

Amounts reported for governmental activities in the Statement of Activities are different because:

Net changes in fund balances - total governmental funds	\$ (2,403,507)
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Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay expenditures	5,482,633	
Depreciation expense	<u>(907,097)</u>	
		4,575,536
Disposal of construction in process		(41,001)

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.

Amount of donated assets	2,183,597	
Other	(1,144)	
Change in unavailable revenue for tax revenues	<u>1,245</u>	
		2,183,698

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. This amount is the net effect of those differences in the treatment of long-term debt and related items.

Debt service payments	699,817	
Pension expense	(127,670)	
Compensated absences	<u>(43,824)</u>	
		528,323

Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest payable	<u>(23,845)</u>
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Changes in net position of governmental activities	<u><u>\$ 4,819,204</u></u>
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Town of Harrisburg, North Carolina

Statement of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual - General Fund For the Fiscal Year Ended June 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive / (Negative)
	Original	Final		
Revenues				
Ad valorem taxes	\$ 7,832,000	\$ 7,832,000	\$ 7,928,016	\$ 96,016
Unrestricted intergovernmental	2,996,000	2,996,000	3,093,767	97,767
Restricted intergovernmental	1,596,000	1,596,000	1,663,276	67,276
Permits and fees	448,000	448,000	300,066	(147,934)
Sales and services	657,250	435,250	491,465	56,215
Investment earnings	86,500	86,500	232,243	145,743
Other general revenues	202,000	510,500	495,019	(15,481)
Total revenues	<u>13,817,750</u>	<u>13,904,250</u>	<u>14,203,852</u>	<u>299,602</u>
Expenditures				
Current:				
General government	1,468,290	1,742,431	1,372,155	370,276
Planning and zoning	413,375	505,995	408,233	97,762
Engineering	258,660	275,660	46,499	229,161
Public safety	4,990,300	5,237,044	4,932,319	304,725
Transportation	860,000	901,150	690,809	210,341
Environmental protection	1,699,925	1,699,925	1,604,237	95,688
Cultural and recreational	2,029,220	2,180,604	1,995,457	185,147
Debt service:				
Principal retirement	700,750	701,000	699,817	1,183
Interest	285,000	284,750	275,236	9,514
Contingency	512,930	228,405	-	228,405
Total expenditures	<u>13,218,450</u>	<u>13,756,964</u>	<u>12,024,762</u>	<u>1,732,202</u>
Revenues over (under) expenditures	<u>599,300</u>	<u>147,286</u>	<u>2,179,090</u>	<u>2,031,804</u>
Other financing sources (uses)				
Transfers from other funds	877,400	1,060,750	870,652	(190,098)
Transfers to other funds	(1,550,000)	(3,350,000)	(3,242,557)	107,443
Appropriated fund balance	73,300	2,141,964	-	(2,141,964)
Total other financing sources (uses)	<u>(599,300)</u>	<u>(147,286)</u>	<u>(2,371,905)</u>	<u>(2,224,619)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(192,815)</u>	<u>\$ (192,815)</u>
Fund balance, beginning			<u>5,931,088</u>	
Fund balance, ending (Exhibit D)			<u>\$ 5,738,273</u>	

The notes to the financial statements are an integral part of this statement.

Town of Harrisburg, North Carolina

Statements of Net Position Proprietary Funds June 30, 2019

	Major Enterprise Funds		
	Water and Sewer	Storm Water	Total
	Fund	Fund	
Assets			
Current assets:			
Cash and cash equivalents	\$ 8,584,432	\$ 1,951,797	\$ 10,536,229
Accounts receivable (net) - customers	1,240,683	87,594	1,328,277
Accounts receivable - other	37,350	436	37,786
Prepaid expenses	9,552	-	9,552
Restricted cash and cash equivalents	280,428	18,433	298,861
Total current assets	<u>10,152,445</u>	<u>2,058,260</u>	<u>12,210,705</u>
Non-current assets:			
Capital assets:			
Non-depreciable	1,682,638	3,797	1,686,435
Depreciable, net of accumulated depreciation	<u>31,823,737</u>	<u>992,794</u>	<u>32,816,531</u>
Total non-current assets	<u>33,506,375</u>	<u>996,591</u>	<u>34,502,966</u>
Total assets	<u>43,658,820</u>	<u>3,054,851</u>	<u>46,713,671</u>
Deferred outflows of resources			
Pension deferrals	<u>418,959</u>	<u>-</u>	<u>418,959</u>
Total deferred outflows of resources	<u>418,959</u>	<u>-</u>	<u>418,959</u>
Liabilities			
Current liabilities:			
Accounts payable and accrued liabilities	508,142	11,820	519,962
Long-term debt, current portion	1,397,350	-	1,397,350
Compensated absences, current portion	111,181	-	111,181
Payable from restricted assets:			
Customer deposits	<u>280,428</u>	<u>-</u>	<u>280,428</u>
Total current liabilities	<u>2,297,101</u>	<u>11,820</u>	<u>2,308,921</u>
Non-current liabilities:			
Long-term debt, non-current portion	11,609,518	-	11,609,518
Net pension liability	<u>561,396</u>	<u>-</u>	<u>561,396</u>
Total noncurrent liabilities	<u>12,170,914</u>	<u>-</u>	<u>12,170,914</u>
Total liabilities	<u>14,468,015</u>	<u>11,820</u>	<u>14,479,835</u>
Deferred inflows of resources			
Pension deferrals	<u>49,393</u>	<u>-</u>	<u>49,393</u>
Total deferred inflows of resources	<u>49,393</u>	<u>-</u>	<u>49,393</u>
Net position			
Net investment in capital assets	20,499,507	996,591	21,496,098
Restricted	-	18,433	18,433
Unrestricted	<u>9,060,864</u>	<u>2,028,007</u>	<u>11,088,871</u>
Total net position	<u>\$ 29,560,371</u>	<u>\$ 3,043,031</u>	<u>\$ 32,603,402</u>

The notes to the financial statements are an integral part of this statement.

Town of Harrisburg, North Carolina

Statements of Revenues, Expenses, and Changes in Fund Net Position Proprietary Funds For the Fiscal Year Ended June 30, 2019

	Major Enterprise Funds		
	Water and Sewer Fund	Storm Water Fund	Total
Operating revenues			
Charges for services	\$ 6,900,623	\$ 614,524	\$ 7,515,147
Water and sewer taps	14,980	-	14,980
Water and sewer development charges	1,253,585	-	1,253,585
Service connection fees	117,595	-	117,595
Other operating revenues	374,352	18,433	392,785
Total operating revenues	<u>8,661,135</u>	<u>632,957</u>	<u>9,294,092</u>
Operating expenses			
Water administration and distribution	6,248,085	-	6,248,085
Storm water operations	-	227,900	227,900
Depreciation and amortization	1,481,117	57,777	1,538,894
Total operating expenses	<u>7,729,202</u>	<u>285,677</u>	<u>8,014,879</u>
Operating income	<u>931,933</u>	<u>347,280</u>	<u>1,279,213</u>
Non-operating revenues (expenses)			
Investment earnings	154,631	16,682	171,313
Interest and other charges	(296,600)	-	(296,600)
Loss on sale of capital assets	(132,349)	-	(132,349)
Insurance proceeds	2,619	-	2,619
Total non-operating revenues (expenses)	<u>(271,699)</u>	<u>16,682</u>	<u>(255,017)</u>
Income before contributions	<u>660,234</u>	<u>363,962</u>	<u>1,024,196</u>
Contributions of infrastructure	<u>1,856,425</u>	<u>178,800</u>	<u>2,035,225</u>
Change in net position	<u>2,516,659</u>	<u>542,762</u>	<u>3,059,421</u>
Total net position, beginning	<u>27,043,712</u>	<u>2,500,269</u>	<u>29,543,981</u>
Total net position, ending	<u>\$ 29,560,371</u>	<u>\$ 3,043,031</u>	<u>\$ 32,603,402</u>

The notes to the financial statements are an integral part of this statement.

Town of Harrisburg, North Carolina

Statements of Cash Flows
Proprietary Funds
For the Fiscal Year Ended June 30, 2019

	Major Enterprise Funds		
	Water and Sewer Fund	Storm Water Fund	Total
Cash flows from operating activities			
Cash received from customers	\$ 8,817,643	\$ 642,543	\$ 9,460,186
Cash paid for goods and services	(4,763,345)	(216,123)	(4,979,468)
Cash paid to or on behalf of employees for services	(1,385,255)	-	(1,385,255)
Customer deposits received and returned, net	14,275	-	14,275
Net cash provided by operating activities	<u>2,683,318</u>	<u>426,420</u>	<u>3,109,738</u>
Cash flows from capital and related financing activities			
Proceeds from sale of capital assets	3,531	-	3,531
Proceeds from insurance settlements	2,619	-	2,619
Acquisition and construction of capital assets	(2,392,388)	(3,797)	(2,396,185)
Principal paid on long-term debt	(1,378,320)	-	(1,378,320)
Interest paid on long-term debt	(297,817)	-	(297,817)
Net cash used by capital and related financing activities	<u>(4,062,375)</u>	<u>(3,797)</u>	<u>(4,066,172)</u>
Cash flows from investing activities			
Interest on investments	154,631	16,682	171,313
Net increase (decrease) in cash and cash equivalents	(1,224,426)	439,305	(785,121)
Balances, beginning	10,089,286	1,530,925	11,620,211
Balances, ending	<u>\$ 8,864,860</u>	<u>\$ 1,970,230</u>	<u>\$ 10,835,090</u>
Reconciliation of operating income to net cash provided (used) by operating activities			
Operating income	\$ 931,933	\$ 347,280	\$ 1,279,213
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Depreciation and amortization	1,481,117	57,777	1,538,894
Changes in assets and liabilities:			
(Increase) decrease in accounts receivable - customers	104,712	9,589	114,301
(Increase) decrease in accounts receivable - other	51,796	(3)	51,793
(Increase) decrease in prepaid items	(9,552)	-	(9,552)
Increase (decrease) in accounts payable and accrued liabilities	64,699	11,777	76,476
Increase (decrease) in compensated absences	1,781	-	1,781
(Increase) decrease in deferred outflows of resources for pensions	(158,743)	-	(158,743)
Increase (decrease) in deferred inflows of resources for pensions	3,136	-	3,136
Increase (decrease) in net pension liability	198,164	-	198,164
Increase (decrease) in customer deposits	14,275	-	14,275
Total adjustments	<u>1,751,385</u>	<u>79,140</u>	<u>1,830,525</u>
Net cash provided by operating activities	<u>\$ 2,683,318</u>	<u>\$ 426,420</u>	<u>\$ 3,109,738</u>

Noncash investing, capital, and financing activities:

The Town received noncash capital contributions in the Water and Sewer Fund and Storm Water Fund in the amount of \$1,856,425 and \$178,800, respectively, representing donated assets.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies

The accounting policies of the Town of Harrisburg (the "Town") and its discretely presented component unit conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant accounting policies:

A. Reporting Entity

The Town is a municipal corporation, which is governed by an elected Mayor and a seven-member Council. As required by generally accepted accounting principles, these financial statements present the Town and its component unit, a legally separate entity for which the Town is financially accountable. The discretely presented component unit presented below is reported in a separate column in the Town's financial statements in order to emphasize that it is legally separate from the Town.

Harrisburg Community and Youth Association, Inc.

The members of the Harrisburg Community and Youth Association, Inc.'s (HCYA) governing board are designated within HCYA's bylaws to include specified current employees of the Town. HCYA is presented discretely in the government-wide statements. Complete financial statements for HCYA may be obtained from the organization's administrative offices at the Town of Harrisburg, 4100 Main Street, Suite 101, Harrisburg, NC 28075.

Harrisburg Business Alliance

The members of the Harrisburg Business Alliance, Inc.'s (HBA) governing board are designated within HBA's bylaws to include one Town Council member and a specified current employee of the Town. HBA is presented as a blended component unit in the Town's financial statements and does not issue its own. Inquiries regarding HBA may be directed to Town's administrative offices at the Town of Harrisburg, 4100 Main Street, Suite 101, Harrisburg, NC 28075.

B. Basis of Presentation

Government-wide Statements: The statement of net position and the statement of activities display information about the primary government and its component unit. These statements include the financial activities of the overall government. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the Town. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the Town and for each function of the Town's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reversed for the statement of activities. Program revenues include (a) fees and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

B. Basis of Presentation (continued)

Fund Financial Statements: The fund financial statements provide information about the Town's funds. Separate statements for each fund category – *governmental and proprietary* – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies, result from non-exchange transactions. Other non-operating revenues are ancillary activities such as investment earnings.

The Town reports the following major governmental funds:

General Fund – The General Fund is the general operating fund of the Town. The General Fund accounts for all financial resources except those that are required to be accounted for in other funds. The primary revenue sources are ad valorem taxes, State and federal grants, and various other taxes and licenses. The primary expenditures are for public safety, street maintenance and construction, sanitation services, parks and recreation, and other general government services.

Capital Projects Fund – Public Safety – This fund is used to account for the construction of Fire Station #2.

Capital Reserve Fund – General Fund – This fund is established to accumulate funds to be used for future capital expenditures for the General Fund.

The Town reports the following non-major governmental funds:

Capital Projects Fund – Streets – This fund is used to account for the construction of streets and sidewalks through the CMAQ grant program and the 2017 Transportation bonds.

Capital Projects Fund – Parks and Recreation – This fund is used to account for the construction of Harrisburg Veterans' Plaza and Harrisburg Park Redevelopment – Phase I.

Capital Reserve Fund – Fire Services – This fund was established to accumulate funds to be used for future capital expenditures for Fire Services. This fund was closed on June 30, 2019.

Capital Reserve Fund – Parks and Recreation – This fund is established to accumulate development-related funds to be used for Parks and Recreation per Town ordinance.

Capital Reserve Fund – Economic Development – This fund is established to accumulate funds to be used for future capital expenditures for economic development/economic incentives.

The Town reports the following major enterprise funds:

Water and Sewer Fund – This fund is used to account for the Town's water and sewer operations. A Capital Projects Fund - Water and Sewer, a Capital Reserve Fund - Water and Sewer, and a Capital Reserve Fund – Water and Sewer – Expansion have been consolidated into the Water and Sewer Fund for financial reporting purposes. The budgetary comparisons for the Capital Projects Fund - Water and Sewer, the Capital Reserve Fund – Water and Sewer, and the Capital Reserve Fund – Water and Sewer – Expansion have been included in the supplemental information.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

B. Basis of Presentation (continued)

Storm Water Fund – This fund is used to account for the Town’s storm water operations. A Storm Water Capital Projects Fund has been consolidated into the Storm Water Fund for financial reporting purposes. The budgetary comparison for the Storm Water Capital Projects Fund has been included in the supplemental information.

C. Measurement Focus and Basis of Accounting

In accordance with North Carolina General Statutes, all funds of the Town are maintained during the year using the modified accrual basis of accounting.

Government-Wide and Proprietary Fund Financial Statements. The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus. The government-wide, and proprietary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the Town gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Town’s enterprise funds are charges to customers for sales and services. The Town also recognizes as operating revenue the portion of development fees intended to recover the cost of connecting new customers to the water and sewer system. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of general long-term debt and acquisitions under capital leases are reported as other financing sources.

The Town considers all revenues available if they are collected within 90 days after year-end, except for property taxes. Ad valorem taxes receivable are not accrued as revenue because the amount is not susceptible to accrual. At June 30, taxes receivable for property other than motor vehicles are materially past due and are not considered to be an available resource to finance the operations of the current year. Also, as of September 1, 2013, State law altered the procedures for the assessment and collection of property taxes on

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

B. Measurement Focus and Basis of Accounting (continued)

registered motor vehicles in North Carolina. Effective with this change in the law, the State of North Carolina is responsible for billing and collecting the property taxes on registered motor vehicles on behalf of all municipalities and special tax districts. Property taxes are due when vehicles are registered. The billed taxes are applicable to the fiscal year in which they are received. Uncollected taxes that were billed in periods prior to September 1, 2013 and for limited registration plates are shown as a receivable in these financial statements and are offset by deferred inflows of resources.

Sales taxes and certain intergovernmental revenues, such as the beer and wine tax, collected and held by the State at year-end on behalf of the Town are recognized as revenue. Sales taxes are considered a shared revenue for the Town of Harrisburg because the tax is levied by Cabarrus County and then remitted to and distributed by the State. Most intergovernmental revenues and sales and services are not susceptible to accrual because generally they are not measurable until received in cash. All taxes, including those dedicated for specific purposes are reported as general revenues rather than program revenues. Under the terms of grant agreements, the Town funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the Town's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants, and then by general revenues.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Budgetary Data

The Town's budgets are adopted as required by the North Carolina General Statutes. An annual budget is adopted for the General Fund, Capital Reserve Funds, and the Enterprise Funds. All annual appropriations lapse at the fiscal year-end. Project ordinances are adopted for the Capital Projects Fund – Streets, Capital Projects Fund – Public Safety, Capital Projects Fund – Parks and Recreation, and the Enterprise Funds Capital Projects Funds. The enterprise funds' projects are consolidated with their respective operating fund for reporting purposes. All budgets are prepared using the modified accrual basis of accounting. Expenditures may not legally exceed appropriations at the department level for all annually budgeted funds and at the project level for the multi-year funds. Amendments are required for any revisions that alter total expenditures of any fund or that change departmental appropriations. The budget ordinance must be adopted by July 1 of the fiscal year, or the governing board must adopt an interim budget that covers that time until the annual ordinance can be adopted.

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity

Deposits and Investments

All deposits of the Town and HCYA are made in board-designated official depositories and are secured as required by State law [G.S. 159-31]. The Town and HCYA may designate, as an official depository, any bank or savings association whose principal office is located in North Carolina. Also, the Town and HCYA may establish time deposit accounts such as NOW and SuperNOW accounts, money market accounts, and certificates of deposit.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

State law [G.S. 159-30(c)] authorizes the Town and HCYA to invest in obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States, obligations of the State of North Carolina, bonds and notes of any North Carolina local government or public authority, obligations of certain non-guaranteed federal agencies, certain high quality issues of commercial paper and bankers' acceptances, and the North Carolina Capital Management Trust (NCCMT). The Town's and HCYA's investments are reported at fair value. Non-participating interest earning investment contracts are accounted for at cost. The NCCMT Government Portfolio, a SEC-registered (2a-7) external investment pool, is measured at fair value. The NCCMT Term Portfolio is a bond fund, has no rating and is measured at fair value. As of June 30, 2019, the Term Portfolio has a duration of .11 years. Because the NCCMT Government and Term Portfolios have a weighted average maturity of less than 90 days, they are presented as an investment with a maturity of less than 6 months.

Cash and Cash Equivalents

The Town pools money from several funds to facilitate disbursement and investment and to maximize investment income and considers all cash and investments to be cash and cash equivalents.

Restricted Assets

The North Carolina Firemen's Relief Fund funds are classified as restricted cash and cash equivalents because it can be expended only for the purposes of financially assisting firefighters that have been injured or killed while performing fire department duties, educational benefits, supplemental retirement, purchase other insurance, and pension protection per G.S. 58-84-1 through 58-84-60. Customer deposits, refundable tap fees, and performance bond deposits held by the Town before any services are supplied or completed are restricted to the service for which the deposit was collected.

The unexpended debt proceeds of the General Fund are classified as restricted assets because their use is completely restricted to the purpose for which the debt was originally issued. Powell Bill funds are also classified as restricted cash because it can be expended only for the purposes of maintaining, repairing, constructing, reconstructing, or widening of local streets per G.S. 136-41.1 through 136-41.4.

Town of Harrisburg Restricted Cash

	<u>General Fund</u>	<u>Public Safety</u>	<u>Total</u>
Governmental Activities			
Public safety	\$ 102,124	\$ -	\$ 102,124
Streets	156,861	-	156,861
Performance bonds	162,378	-	162,378
Unspent debt proceeds	-	560,482	560,482
Total governmental activities	<u>\$ 421,363</u>	<u>\$ 560,482</u>	<u>981,845</u>
Business-type Activities			
Water and Sewer Fund			
Customer deposits			280,428
Storm Water Fund			
Contribution - fee in lieu of			<u>18,433</u>
Total business-type activities			<u>298,861</u>
Total restricted cash			<u>\$ 1,280,706</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

Ad Valorem Taxes Receivable

In accordance with State law [G.S. 105-347 and G.S. 159-13(a)], the Town levies ad valorem taxes on property other than motor vehicles on July 1st, the beginning of the fiscal year. The taxes are due on September 1st (lien date); however, interest does not accrue until the following January 6th. These taxes are based on the assessed values as of January 1, 2018. As allowed by State law, the Town has established a schedule of discounts that apply to taxes that are paid prior to the due date. In the Town's General Fund, ad valorem tax revenues are reported net of such discounts.

Utility Service Revenues – Unbilled Usage

An estimated amount has been recorded for utility services provided, but not billed, as of the end of the year, and is included in accounts receivable, net of uncollectible amounts.

Allowances for Doubtful Accounts

All receivables that historically experience uncollectible accounts are shown net of an allowance for doubtful accounts. This amount is estimated by analyzing the percentage of receivables that were written off in prior years.

Prepaid items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements and expensed as the items are used.

Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and are defined by the Town as assets with an initial individual cost of more than a certain amount and an estimated useful life in excess of two years. Minimum capitalization costs are as follows: land, \$10,000; buildings, improvements, substations, lines, and other plant and distribution systems, \$15,000; infrastructure, \$20,000; furniture and equipment, \$5,000; and vehicles, \$10,000. Donated capital assets received prior to June 30, 2015, are recorded at their estimated fair value at the date of donation. Donated capital assets received after June 30, 2015, are recorded at acquisition value. All other purchased or constructed capital assets are reported at cost or estimated historical cost. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Estimated Useful Lives</u>
Buildings	50 years
Improvements	25 years
Equipment and vehicles	3-10 years
Infrastructure, distribution and collection systems	30-40 years

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The Town has one item that meets this criterion, pension deferrals for the 2019 fiscal year. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The Town has three items that meet the criteria for this category – property taxes receivable, prepaid property taxes, and pension deferrals.

Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, governmental fund types recognize the face amount of debt issued as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Compensated Absences

The vacation policy of the Town provides for the accumulation of up to thirty days of earned vacation leave to full-time employees based upon the number of years of service, with such leave being fully vested when earned. Years of service are determined, and vacation time is earned based on each employee's hire date. An employee accrues but may not use any paid vacation days until he/she completes their six months' probationary period with the Town. An employee can carry vacation time over into the following year. For the Town's government-wide and proprietary funds, an expense and a liability for compensated absences and salary-related payments are recorded as the leave is earned. The Town has assumed a first-in, first-out method of accumulated compensated time. Since accrued vacation time may be carried over no more than one year, the entire liability has been designated as a current liability in the government-wide financial statements.

The Town's sick leave policy provides for an unlimited accumulation of earned sick leave. Sick leave does not vest, but any unused sick leave accumulated at the time of retirement may be used in the determination of length of service for retirement benefit purposes. Since the Town does not have any obligation for the accumulated sick leave until it is actually taken, no accrual for sick leave has been made.

The Town's compensatory time policy provides for up to 240 hours of accumulated compensatory time for non-exempt employees and up to an unlimited number of hours for exempt employees. Compensatory leave only vests with non-exempt employees, for which accumulated time may be paid upon separation. Exempt employees' compensatory time does not vest and any accumulated time at separation is forfeited. Since non-exempt employees' accrued compensatory time is payable upon separation, the entire liability has been designated as a current liability in the government-wide financial

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

Compensated Absences (continued)

statements. As the Town has no obligation for exempt employees' accrued compensatory time until it is actually taken, no accrual for this time has been made.

Net Position/Fund Balances

Net Position

Net position in government-wide and proprietary fund financial statements are classified as net investment in capital assets, restricted, and unrestricted. Restricted net position represents constraints on resources that are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through state statute.

Net Investment in Capital Assets

Net investment in capital assets at June 30, 2019, is computed as follows:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>
Capital assets, net of accumulated depreciation	\$ 26,331,114	\$ 34,502,966
Long-term debt	(8,222,787)	(13,006,868)
Unspent debt proceeds	560,482	-
Net investment in capital assets	<u>\$ 18,668,809</u>	<u>\$ 21,496,098</u>

Fund Balances

In the governmental fund financial statements, fund balance is composed of five classifications designed to disclose the hierarchy of constraints placed on how fund balance can be spent.

The governmental fund types classify fund balances as follows:

Non-spendable Fund Balance – This classification includes amounts that cannot be spent because they are either (a) not in the spendable form or (b) legally or contractually required to be maintained intact.

Prepays – portion of fund balance that is not an available resource because it represents the year-end balance of prepaid expenditures, which are not spendable resources.

Inventory – portion of fund balance that is not an available resource because it represents the year-end balance of inventory, which are not spendable resources.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

Net Position/Fund Balances (continued)

Fund Balances (continued)

Restricted Fund Balance – This classification includes amounts that are restricted to specific purposes externally imposed by creditors or imposed by law.

Restricted for Stabilization by State Statute – North Carolina G.S. 159-8 prohibits units of government from budgeting or spending a portion of their fund balance. This is one of several statutes enacted by the North Carolina State Legislature in the 1930's that were designed to improve and maintain the fiscal health of local government units. Restricted by State statute (RSS), is calculated at the end of each fiscal year for all annually budgeted funds. The calculation in G.S. 159-8(a) provides a formula for determining what portion of fund balance is available for appropriation. The amount of fund balance not available for appropriation is what is known as "restricted by State statute". Appropriated fund balance in an fund shall not exceed the sum of cash and investments minus the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts, as those figures stand at the close of the fiscal year preceding the budget. Per GASB guidance, RSS is considered a resource upon which a restriction is "imposed by law through constitutional provisions or enabling legislation." RSS is reduced by inventories and prepaids as they are classified as nonspendable. Outstanding Encumbrances are included with RSS. RSS is included as a component of Restricted Net position and Restricted fund balance on the face of balance sheet.

Restricted for Streets – Powell Bill portion of fund balance that is restricted by revenue source for street construction and maintenance expenditures. This amount represents the balance of the total unexpended Powell Bill Funds.

Restricted for Public Safety – portion of fund balance totaling \$102,124 that is restricted by revenue source for certain Firemen's Relief Fund expenditures.

Restricted for Public Safety – portion of fund balance totaling \$560,482 that represents proceeds for debt issuance and other amounts that has not been spent for the designated project.

Committed Fund Balance – portion of fund balance that can only be used for specific purposes imposed by majority vote by quorum of the Town's governing body (highest level of decision-making authority). The governing body can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Committed for Capital Outlay – portion of fund balance that is committed, per the fund balance policy, to fund future capital outlay.

Assigned Fund Balance – portion of fund balance that the Town intends to use for specific purposes. The Town Council has the authority to assign fund balance.

Subsequent Year's Expenditures – portion of fund balance that is appropriated in the next year's budget that is not already classified as restricted or committed. The governing body approves the appropriation; however, the budget ordinance authorizes the manager to modify the appropriations by resource or appropriation within funds up to \$50,000.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

Net Position/Fund Balances (continued)

Fund Balances (continued)

Unassigned Fund Balance – the portion of fund balance that has not been restricted, committed, or assigned to specific purposes or other funds.

The Town has a revenue spending policy that provides guidance for programs with multiple revenue sources. The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, State funds, local non-Town funds, Town funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance, and lastly, unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the Town.

The Town has also adopted a minimum fund balance policy for the General Fund and the Water and Sewer Fund which instructs management to conduct the business of the Town in such a manner that available fund balance is at least equal to or greater than 40% and 30%, respectively, of operating and debt service expenditures. The Town will adjust this minimum as appropriate based upon recommendation from the LGC and the current financial outlook. Town Council reduced the required percentage from 40% to 30% in the Water and Sewer Fund during FY2019. Once the forty percent (40%) and thirty percent (30%), respectively, goal is realized, all revenues in excess of expenditures realized at the end of any given fiscal year will be credited as capital reserves. Should the available fund balance fall below the respective 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 Council will establish a different but appropriate time period.

The following schedule provides management and citizens with information on the portion of General Fund balance that is available for appropriation:

Total fund balance - General Fund	\$ 5,738,273
Less:	
Prepays	107,551
Inventory	21,856
Stabilization by State statute	999,685
Streets	156,861
Public safety - Firemen's Relief Fund	102,124
Fund balance policy	4,321,739
Remaining fund balance	<u>\$ 28,457</u>

Outstanding encumbrances are amounts needed to pay any commitments related to purchase orders and contracts that remain unperformed at year-end. The outstanding encumbrances for the General Fund were \$271,051.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

I. Summary of Significant Accounting Policies (continued)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Fund Equity (continued)

Net Position/Fund Balances (continued)

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Local Governmental Employees' Retirement System (LGERS), and additions to/deductions from LGERS' fiduciary net position have been determined on the same basis as they are reported by LGERS. For this purpose, plan member contributions are recognized in the period in which the contributions are due. The Town of Harrisburg's employer contributions are recognized when due and the Town of Harrisburg has a legal requirement to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of LGERS. Investments are reported at fair value.

F. Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

II. Detail Notes On All Funds

A. Assets

Deposits

All the deposits of the Town and HCYA are either insured or collateralized by using one of two methods. Under the Dedicated Method, all deposits that exceed the federal depository insurance coverage level are collateralized with securities held by the Town's or HCYA's agents in these units' names. Under the Pooling Method, which is a collateral pool, all uninsured deposits are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer. Since the State Treasurer is acting in a fiduciary capacity for the Town and HCYA, these deposits are considered to be held by the Town's and HCYA's agents in their names. The amount of the pledged collateral is based on an approved averaging method for non-interest-bearing deposits and the actual current balance for interest-bearing deposits. Depositories using the Pooling Method report to the State Treasurer the adequacy of their pooled collateral covering uninsured deposits. The State Treasurer does not confirm this information with the Town or HCYA or the escrow agent. Because of the inability to measure the exact amounts of collateral pledged for the Town and HCYA under the Pooling Method, the potential exists for under-collateralization. This risk may increase in periods of high cash flows. However, the State Treasurer of North Carolina enforces strict standards of financial stability for each depository that collateralizes public deposits under the Pooling Method. The Town has no formal policy regarding custodial credit risk for deposits, but relies on the State Treasurer to enforce standards of minimum capitalization for all pooling method financial institutions and to monitor them for compliance. The Town complies with the provisions of G.S. 159-31 when designating official depositories and verifying that deposits are properly secured. HCYA has no formal policy regarding custodial credit risk for deposits.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds

A. Assets

Deposits (continued)

At June 30, 2019, the Town's deposits had a carrying amount of \$2,411,706 and a bank balance of \$2,199,259. Of the bank balance, \$500,000 was covered by federal depository insurance, and the remainder was covered by collateral held under the Pooling Method. The carrying amount of deposits for HCYA was \$41,266 and the bank balance was \$41,266. All of the bank balance of HCYA was covered by federal depository insurance. At June 30, 2019, the Town's petty cash totaled \$400.

Investments

At June 30, 2019, the Town's investment balances were as follows:

<u>Investment Type</u>	<u>Valuation Measurement Method</u>	<u>Book Value at 6/30/2019</u>	<u>Maturity</u>	<u>Rating</u>
NC Capital Management Trust -				
Government Portfolio	Fair Value Level 1	\$ 269,357	N/A	AAAm
Term Portfolio	Fair Value Level 1	<u>18,799,615</u>	.11 Years	Unrated
Total		<u><u>\$ 19,068,972</u></u>		

All investments are measured using the market approach: using prices and other relevant information generated by market transactions involving identical or comparable assets or a group of assets.

Level of fair value hierarchy: Level 1 debt securities are valued using directly observable, quoted prices (unadjusted) in active markets for identical assets.

The Town has no formal investment policies regarding credit, interest rate, or custodial credit risks.

Receivables - Allowances for Doubtful Accounts

The amounts presented in the Balance Sheet and the Statement of Net Position for the year ended June 30, 2019, are net of the following allowances for doubtful accounts:

General Fund:	
Taxes receivable	\$ 2,214
Water and Sewer Fund:	
Accounts receivable	<u>10,000</u>
Total	<u><u>\$ 12,214</u></u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

A. Assets (continued)

Capital Assets

Primary Government

Capital asset activity for the Primary Government for the year ended June 30, 2019, was as follows:

	<u>July 1, 2018</u>	<u>Additions</u>	<u>Retirements</u>	<u>Transfers</u>	<u>June 30, 2019</u>
Governmental activities:					
Capital assets not being depreciated:					
Land	\$ 1,693,537	\$ 289,487	\$ -	\$ -	\$ 1,983,024
Construction in progress	<u>1,024,242</u>	<u>4,707,514</u>	<u>41,001</u>	<u>(151,278)</u>	<u>5,539,477</u>
Total capital assets not being depreciated	<u>2,717,779</u>	<u>4,997,001</u>	<u>41,001</u>	<u>(151,278)</u>	<u>7,522,501</u>
Capital assets being depreciated:					
Buildings	8,017,212	22,456	-	151,278	8,190,946
Other improvements	2,699,300	190,403	-	-	2,889,703
Equipment	5,585,373	562,260	15,713	-	6,131,920
Infrastructure	<u>6,805,808</u>	<u>1,894,110</u>	<u>-</u>	<u>-</u>	<u>8,699,918</u>
Total capital assets being depreciated	<u>23,107,693</u>	<u>2,669,229</u>	<u>15,713</u>	<u>151,278</u>	<u>25,912,487</u>
Less accumulated depreciation for:					
Buildings	1,187,584	163,802	-	-	1,351,386
Other improvements	870,728	113,335	-	-	984,063
Equipment	3,549,379	398,803	15,713	-	3,932,469
Infrastructure	<u>604,799</u>	<u>231,157</u>	<u>-</u>	<u>-</u>	<u>835,956</u>
Total accumulated depreciation	<u>6,212,490</u>	<u>\$ 907,097</u>	<u>\$ 15,713</u>	<u>\$ -</u>	<u>7,103,874</u>
Total capital assets being depreciated, net	<u>16,895,203</u>				<u>18,808,613</u>
Governmental activity capital assets, net	<u>\$ 19,612,982</u>				<u>\$ 26,331,114</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

A. Assets (continued)

Capital Assets (continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

General government	\$	89,423
Public safety		315,166
Transportation		229,894
Environmental protection		79,666
Cultural and recreational		192,948
Total	\$	<u>907,097</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

A. Assets (continued)

Capital Assets (continued)

	<u>July 1, 2018</u>	<u>Additions</u>	<u>Retirements</u>	<u>Transfers</u>	<u>June 30, 2019</u>
Business-type activities:					
Water and Sewer Fund:					
Capital assets not being depreciated:					
Land and rights-of-way	\$ 858,549	\$ -	\$ -	\$ -	\$ 858,549
Construction in progress	6,211,178	1,577,714	135,880	(6,828,923)	824,089
Total capital assets not being depreciated	<u>7,069,727</u>	<u>1,577,714</u>	<u>135,880</u>	<u>(6,828,923)</u>	<u>1,682,638</u>
Capital assets being depreciated:					
Buildings	1,903,378	22,456	-	5,614,588	7,540,422
Water lines	21,509,475	837,115	-	713,851	23,060,441
Equipment	1,909,606	435,668	-	500,484	2,845,758
Interceptors	724,436	-	-	-	724,436
Collection system	9,378,489	1,375,860	-	-	10,754,349
Total capital assets being depreciated	<u>35,425,384</u>	<u>2,671,099</u>	<u>-</u>	<u>6,828,923</u>	<u>44,925,406</u>
Less accumulated depreciation for:					
Buildings	232,321	158,065	-	-	390,386
Water lines	6,086,696	720,443	-	-	6,807,139
Equipment	966,107	254,260	-	-	1,220,367
Interceptors	602,268	24,148	-	-	626,416
Collection system	3,733,160	324,201	-	-	4,057,361
Total accumulated depreciation	<u>11,620,552</u>	<u>\$ 1,481,117</u>	<u>\$ -</u>	<u>\$ -</u>	<u>13,101,669</u>
Total capital assets being depreciated, net	<u>23,804,832</u>				<u>31,823,737</u>
Water and sewer fund capital assets, net	<u>\$ 30,874,559</u>				<u>\$ 33,506,375</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

A. Assets (continued)

Capital Assets (continued)

	<u>July 1, 2018</u>	<u>Additions</u>	<u>Retirements</u>	<u>Transfers</u>	<u>June 30, 2019</u>
Business-type activities:					
Storm Water Fund:					
Capital assets not being depreciated:					
Construction in progress	\$ 327,654	\$ 3,797	\$ -	\$ (327,654)	\$ 3,797
Total capital assets not being depreciated	<u>327,654</u>	<u>3,797</u>	<u>-</u>	<u>(327,654)</u>	<u>3,797</u>
Capital assets being depreciated:					
Equipment	233,021	-	-	-	233,021
Infrastructure	<u>486,521</u>	<u>178,800</u>	<u>-</u>	<u>327,654</u>	<u>992,975</u>
Total capital assets being depreciated	<u>719,542</u>	<u>178,800</u>	<u>-</u>	<u>327,654</u>	<u>1,225,996</u>
Less accumulated depreciation for:					
Equipment	106,903	26,666	-	-	133,569
Infrastructure	<u>68,522</u>	<u>31,111</u>	<u>-</u>	<u>-</u>	<u>99,633</u>
Total accumulated depreciation	<u>175,425</u>	<u>\$ 57,777</u>	<u>\$ -</u>	<u>\$ -</u>	<u>233,202</u>
Total capital assets being depreciated, net	<u>544,117</u>				<u>992,794</u>
Storm water fund capital assets, net	<u>\$ 871,771</u>				<u>\$ 996,591</u>
Business-type activities capital assets, net	<u>\$ 31,746,330</u>				<u>\$ 34,502,966</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

Detail Notes On All Funds (continued)

A. Assets (continued)

Construction Commitments

The Town has active construction projects as of June 30, 2019. At year-end, the Town's commitments with contractors are as follows:

<u>Project</u>	<u>Spent-to-date</u>	<u>Remaining Commitment</u>
Fire Station #2	\$ 4,795,406	\$ 404,594
Harrisburg Veterans' Plaza	38,628	518,922
2018 Waterline Replacements	521,455	328,545
Total	<u>\$ 5,355,489</u>	<u>\$ 1,252,061</u>

B. Liabilities

Accounts Payable and Accrued Items

Payables at the government-wide level at June 30, 2019 were as follows:

	<u>Vendors</u>	<u>Accrued Interest</u>	<u>Total</u>
Governmental activities:			
General Fund	\$ 303,503	\$ 73,582	\$ 377,085
Capital Projects Fund - Public Safety	15,000	-	15,000
Capital Projects Fund - Parks and Recreation	38,628	-	38,628
Total governmental activities	<u>\$ 357,131</u>	<u>\$ 73,582</u>	<u>\$ 430,713</u>
Business-type activities			
Water and Sewer Fund	\$ 500,050	\$ 8,092	\$ 508,142
Storm Water Fund	11,820	-	11,820
Total business-type activities	<u>\$ 511,870</u>	<u>\$ 8,092</u>	<u>\$ 519,962</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Pension Plan Obligations

Local Governmental Employees' Retirement System

Plan Description. The Town of Harrisburg is a participating employer in the State-wide Local Governmental Employees' Retirement System (LGERS), a cost-sharing, multiple-employer, defined benefit pension plan administered by the State of North Carolina. LGERS membership is comprised of general employees and local law enforcement officers (LEOS) of participating local government entities. Article 3 of G.S. Chapter 128 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. Management of the plan is vested in the LGERS Board of Trustees, which consists of 13 members – nine appointed by the Governor, one appointed by the State Senate, one appointed by the State House of Representatives, and the State Treasurer and State Superintendent who serve as ex-officio members. The LGERS is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes financial statements and required supplementary information for LGERS. That report may be obtained by writing to the Office of the State Controller, 1140 Mail Service Center, Raleigh, North Carolina 27699-1410, by calling (919) 981-5454, or at www.osc.nc.gov.

Benefits Provided. LGERS provides retirement and survivor benefits. Retirement benefits are determined as 1.85% of the member's average final compensation times the member's years of creditable service. A member's average final compensation is calculated as the average of a member's four highest consecutive years of compensation. Plan members are eligible to retire with full retirement benefits at age 65 with five years of creditable service, at age 60 with 25 years of creditable service, or at any age with 30 years of creditable service. Plan members are eligible to retire with partial retirement benefits at age 50 with 20 years of creditable service or at age 60 with five years of creditable service (age 55 for firefighters). Survivor benefits are available to eligible beneficiaries of members who die while in active service or within 180 days of their last day of service and who have either completed 20 years of creditable service regardless of age (15 years of creditable service for firefighters and rescue squad members who are killed in the line of duty) or have completed five years of service and have reached age 60. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions. The plan does not provide for automatic post-retirement benefit increases. Increases are contingent upon actuarial gains of the plan.

LGERS plan members who are LEOs are eligible to retire with full retirement benefits at age 55 with five years of creditable service as an officer, or at any age with 30 years of creditable service. LEO plan members are eligible to retire with partial retirement benefits at age 50 with 15 years of creditable service as an officer. Survivor benefits are available to eligible beneficiaries of LEO members who die while in active service or within 180 days of their last day of service and who also have either completed 20 years of creditable service regardless of age, or have completed 15 years of service as a LEO and have reached age 50, or have completed five years of creditable service as a LEO and have reached age 55, or have completed 15 years of creditable service as a LEO if killed in the line of duty. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Pension Plan Obligations (continued)

Local Governmental Employees' Retirement System (continued)

Contributions. Contribution provisions are established by General Statute 128-30 and may be amended only by the North Carolina General Assembly. Town of Harrisburg employees are required to contribute 6% of their compensation. Employer contributions are actuarially determined and set annually by the LGERS Board of Trustees. The Town of Harrisburg's contractually required contribution rate for the year ended June 30, 2019, was 7.75% for general employees and firefighters, actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year. Contributions to the pension plan from the Town of Harrisburg were \$390,994 for the year ended June 30, 2019.

Refunds of Contributions – Town employees who have terminated service as a contributing member of LGERS, may file an application for a refund of their contributions. By State law, refunds to members with at least five years of service include 4% interest. State law requires a 60-day waiting period after service termination before the refund may be paid. The acceptance of a refund payment cancels the individual's right to employer contributions or any other benefit provided by LGERS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the Town reported a liability of \$2,246,147 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2018. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2017. The total pension liability was then rolled forward to the measurement date of June 30, 2018 utilizing update procedures incorporating the actuarial assumptions. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of future payroll covered by the pension plan, relative to the projected future payroll covered by the pension plan of all participating LGERS employers, actuarially determined. At June 30, 2018, the Town's proportion was 0.09468%, which was a decrease of 0.00046% from its proportion measured as of June 30, 2017.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Pension Plan Obligations (continued)

Local Governmental Employees' Retirement System (continued)

For the year ended June 30, 2019, the Town recognized pension expense of \$170,226. At June 30, 2019, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 346,525	\$ 11,630
Changes of assumptions	596,038	-
Net difference between projected and actual earnings on pension plan investments	308,327	-
Changes in proportion and differences between Town contributions and proportionate share of contributions	35,215	145,358
Town contributions subsequent to the measurement date	390,994	-
Total	<u>\$ 1,677,099</u>	<u>\$ 156,988</u>

\$390,994 reported as deferred outflows of resources related to pensions resulting from Town contributions subsequent to the measurement date will be recognized as a decrease of the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred inflows and outflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ending June 30:</u>	
2019	\$ 553,574
2020	360,354
2021	59,566
2022	155,623
2023	-
Thereafter	-
	<u>\$ 1,129,117</u>

Actuarial Assumptions. The total pension liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent
Salary increases	3.50 to 8.10 percent, including inflation and productivity factor
Investment rate of return	7.00 percent, net of pension plan investment expense, including inflation

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Pension Plan Obligations (continued)

Local Governmental Employees' Retirement System (continued)

The plan currently uses mortality tables that vary by age, gender, employee group (i.e. general, law enforcement officer), and health status (i.e. disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

The actuarial assumptions used in the December 31, 2017 valuation were based on the results of an actuarial experience study for the period January 1, 2010 through December 31, 2014.

Future ad hoc COLA amounts are not considered to be substantively automatic and are therefore not included in the measurement.

The projected long-term investment returns and inflation assumptions are developed through review of current and historical capital markets data, sell-side investment research, consultant whitepapers, and historical performance of investment strategies. Fixed income return projections reflect current yields across the U.S. Treasury yield curve and market expectations of forward yields projected and interpolated for multiple tenors and over multiple year horizons. Global public equity return projections are established through analysis of the equity risk premium and the fixed income return projections. Other asset categories and strategies' return projections reflect the foregoing and historical data analysis. These projections are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2018, are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Fixed Income	29.0%	1.4%
Global Equity	42.0%	5.3%
Real Estate	8.0%	4.3%
Alternatives	8.0%	8.9%
Credit	7.0%	6.0%
Inflation Protection	6.0%	4.0%
Total	<u>100%</u>	

The information above is based on 30 year expectations developed with the consulting actuary for the 2017 asset, liability, and investment policy study for the North Carolina Retirement Systems, including LGERS. The long-term nominal rates of return underlying the real rates of return are arithmetic annualized figures. The real rates of return are calculated from nominal rates by multiplicatively subtracting a long-term inflation assumption of 3.00%. All rates of return and inflation are annualized.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Pension Plan Obligations (continued)

Local Governmental Employees' Retirement System (continued)

Discount Rate. The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Town's proportionate share of the net pension liability to changes in the discount rate. The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Town's proportionate share of the net pension asset or net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate:

	<u>1% Decrease (6.00%)</u>	<u>Discount Rate (7.00%)</u>	<u>1% Increase (8.00%)</u>
Town's proportionate share of the net pension liability (asset)	\$ 5,395,421	\$ 2,246,147	\$ (385,435)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued Comprehensive Annual Financial Report (CAFR) for the State of North Carolina.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Pension Plan Obligations (continued)

Local Governmental Employees' Retirement System (continued)

Deferred Outflows and Inflows of Resources

The Town has several deferred outflows of resources. Deferred outflows of resources is comprised of following:

<u>Source</u>	<u>Amount</u>
Contributions to pension plan in current fiscal year	\$ 390,994
Differences between expected and actual experience	346,525
Changes of assumptions	596,038
Net difference between projected and actual earnings on pension plan investments	308,327
Changes in proportion and differences between Town contributions and proportionate share of contributions	35,215
Total	<u>\$ 1,677,099</u>

Deferred inflows of resources at year-end are comprised of the following:

	<u>Statement of Net Position</u>	<u>General Fund Balance Sheet</u>
Taxes receivable, less penalties (General Fund)	\$ -	\$ 40,014
Prepaid taxes (General Fund)	4,190	4,190
Differences between expected and actual experience	11,630	-
Changes in proportion and differences between Town contributions and proportionate share of contributions	145,358	-
Total	<u>\$ 161,178</u>	<u>\$ 44,204</u>

Risk Management

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town participates in three self-funded risk-financing pools administered by the North Carolina League of Municipalities. Through these pools, the Town obtains general liability coverage of \$3 million per occurrence, auto liability coverage of \$1 million per occurrence, public officials liability coverage of \$1 million each claim and, annual property coverage up to the total insurance values of the property policy, workers' compensation coverage up to statutory limits, boiler and machinery coverage of \$5 million comprehensive coverage, and employee health coverage up to a \$1 million lifetime limit. The liability and property exposures are reinsured through commercial carriers for claims in excess of retentions as selected by the Board of Trustees each year. Excess insurance coverage is purchased by the Board of Trustees to protect against large workers' compensation claims that exceed certain dollar cost levels. Medical stop loss insurance is purchased by the Board of Trustees to protect against large medical claims that exceed certain dollar cost levels. Specific information on

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Risk Management (continued)

the limits of the reinsurance, excess and stop loss policies purchased by the Board of Trustees can be obtained by contacting the Risk Management Services Department of the NC League of Municipalities. The pools are audited annually by certified public accountants, and the audited financial statements are available to the Town upon request.

The Town carries flood insurance through the Interlocal Risk Financing Fund of North Carolina in the amount of \$5 million for a single occurrence.

The Town carries commercial coverage for all other risks of loss. There have been no significant reductions in insurance coverage in the prior year, and settled claims have not exceeded coverage in any of the past three fiscal years.

In accordance with G.S. 159-29, the Town's employees that have access to \$100 or more at any given time of the Town's funds are performance bonded through a commercial surety bond. The Finance Officer and Tax Collector are each individually bonded for \$50,000 and \$10,000, respectively. The remaining employees that have access to funds are bonded under a blanket bond for \$10,000.

Operating Leases

The Town leases certain office equipment and a park under operating leases. Lease expenditures for these and other rental agreements during the year ended June 30, 2019 totaled \$10,060.

Future minimum lease payments are as follows:

<u>Year Ending June 30</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>
2020	\$ 8,551	\$ 1,247
2021	7,763	1,247
2022	5,962	1,247
2023	1	1,247
2024	1	1,143
2025-2029	5	-
2030-2034	5	-
2035-2036	2	-
	<u>\$ 22,290</u>	<u>\$ 6,131</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations

Installment Purchases

All of the Town's installment purchase debt financing is through direct borrowing. GASB 88 does not apply to any of the contracts listed below.

Serviced by General Fund:

In the year ended June 30, 2001, the Town borrowed \$430,135 to finish construction of a library. Quarterly payments of \$8,529 are due through December 15, 2019. The interest rate on the loan is 5.00% per annum. The note is collateralized by various commercial properties.

The future minimum payments of the installment purchase as of June 30, 2019 are as follows:

<u>Year Ending June 30</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2020	<u>\$ 26,664</u>	<u>\$ 193</u>

In January 2008, the Town borrowed \$1,050,000 from a local financial institution to complete the purchase of a portion of the building that houses Town Hall. The terms of the loan state that the interest will accrue at the rate of 4.28% per annum. Principal and interest payments are payable semi-annually beginning in July 2008 and ending in January 2023. The debt is secured by the property. The debt is serviced equally by the General Fund and the Water and Sewer Fund.

The General Fund's portion of the future minimum payments of the installment purchase as of June 30, 2019, is as follows:

<u>Year Ending June 30</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2020	\$ 35,000	\$ 5,665
2021	35,000	4,111
2022	35,000	2,613
2023	34,800	1,115
	<u>\$ 139,800</u>	<u>\$ 13,504</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In October 2013, the Town borrowed \$527,000 from a local financial institution to purchase a new fire engine. The terms of the loan state that the interest will accrue at the rate of 2.00% per annum. Principal and interest payments are payable semi-annually beginning in November 2013 and ending in November 2020. The debt is secured by the property.

The future minimum payments of the installment purchase as of June 30, 2019 are as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2020	\$ 79,197	\$ 1,544
2021	34,190	174
	<u>\$ 113,387</u>	<u>\$ 1,718</u>

In May 2015, the Town borrowed \$2,000,000 from a local financial institution to construct Fire Station #3. The terms of the loan state that the interest will accrue at the rate of 2.80% per annum. Principal and interest payments are payable monthly beginning in July 2015 and ending in June 2030. The debt is secured by the property.

The future minimum payments of the installment purchase as of June 30, 2019 are as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2020	\$ 133,333	\$ 39,356
2021	133,333	35,622
2022	133,333	31,889
2023	133,333	28,156
2024	133,333	24,422
2025-2029	666,667	66,111
2030	133,335	2,022
	<u>\$ 1,466,667</u>	<u>\$ 227,578</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In January 2017, the Town borrowed \$582,000 from a local financial institution to purchase a new fire engine. The terms of the loan state that the interest will accrue at the rate of 1.97% per annum. Principal and interest payments are payable monthly beginning in February 2017 and ending in January 2024. The debt is secured by the property.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2020	\$ 82,212	\$ 6,946
2021	83,846	5,312
2022	85,513	3,645
2023	87,213	1,945
2024	51,371	336
	<u>\$ 390,155</u>	<u>\$ 18,184</u>

In May 2017, the Town borrowed \$2,000,000 from a local financial institution to purchase the remaining portion of the building that houses Town Hall. The terms of the loan state that the interest will accrue at the rate of 2.96% per annum. Principal and interest payments are payable monthly beginning in May 2017 and ending in May 2032. The debt is secured by the property. The debt is serviced equally by the General Fund and the Water and Sewer Fund.

The General Fund's portion of the future minimum payments of the installment purchase as of June 30, 2019 is as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2020	\$ 66,667	\$ 24,584
2021	66,667	22,611
2022	66,667	20,638
2023	66,667	18,664
2024	66,667	16,691
2025-2029	333,334	53,855
2030-2032	194,445	8,633
	<u>\$ 861,114</u>	<u>\$ 165,676</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In April 2018, the Town borrowed \$5,500,000 from a financial institution to construct Fire Station #2. The terms of the loan state that the interest will accrue at the rate of 3.90% per annum. Principal and interest payments are payable semi-annually beginning in September 2018 and ending in March 2038. The debt is secured by the property.

The future minimum payments of the installment purchase as of June 30, 2019 are as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2020	\$ 276,000	\$ 201,084
2021	276,000	190,320
2022	276,000	179,556
2023	276,000	168,792
2024	276,000	158,028
2025-2029	1,379,000	628,680
2030-2034	1,370,000	360,653
2035-2038	1,096,000	96,174
	<u>\$ 5,225,000</u>	<u>\$ 1,983,287</u>

Serviced by the Water and Sewer Fund:

In January 2008, the Town borrowed \$1,050,000 from a local financial institution to complete the purchase of a portion of the building that houses Town Hall. The terms of the loan state that the interest will accrue at the rate of 4.28% per annum. Principal and interest payments are payable semi-annually beginning in July 2008 and ending in January 2023. The debt is secured by the property. The debt is serviced equally by the General Fund and the Water and Sewer Fund.

The Water and Sewer Fund's portion of the future minimum payments of the installment purchase as of June 30, 2019 is as follows:

Year Ending June 30	Business-Type Activities	
	Principal	Interest
2020	\$ 35,000	\$ 5,665
2021	35,000	4,111
2022	35,000	2,613
2023	34,800	1,115
	<u>\$ 139,800</u>	<u>\$ 13,504</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In January 2012, the Town entered into a water asset purchase agreement with the City of Charlotte, North Carolina, in the amount of \$5,945,341. The agreement obligates the Town to pay \$247,722 semi-annually, through January 31, 2024. The agreement states that no interest shall accrue for each payment except that each payment that is past due shall bear interest at the current Charlotte water and sewer revenue bond rate for the period the installment is delinquent.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2020	\$ 495,444	\$ -
2021	495,444	-
2022	495,444	-
2023	495,444	-
2024	495,444	-
	<u>\$ 2,477,220</u>	<u>\$ -</u>

In March 2012, the Town borrowed \$1,900,000 from a local financial institution to finance construction of two water wells. The terms of the loan state that interest will accrue at the rate of 3.99% per annum. Principal and interest payments of \$11,866 are payable monthly, through March 2, 2031. The debt is secured by certain property and improvements. In July 2013, the loan terms were modified by the financial institution. The new terms state that interest will accrue at a rate of 2.90% per annum. Principal and interest payments of \$12,374 are payable monthly, through August 2, 2028.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2020	\$ 115,424	\$ 33,063
2021	118,815	29,673
2022	122,307	26,181
2023	125,901	22,586
2024	129,601	18,886
2025-2029	580,745	36,404
	<u>\$ 1,192,793</u>	<u>\$ 166,793</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In October 2012, the Town borrowed \$1,500,000 from a local financial institution to finance the extension and replacement of water lines in town. The terms of the loan state that interest will accrue at the rate of 3.15% per annum. Principal payments in the amount of \$8,475 plus applicable interest payments are payable monthly, through December 31, 2027. The debt is secured by certain property and improvements.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2020	\$ 101,695	\$ 25,043
2021	101,695	21,920
2022	101,695	18,716
2023	101,695	15,513
2024	101,695	12,309
2025-2028	335,690	17,896
	<u>\$ 844,165</u>	<u>\$ 111,397</u>

In January 2014, the Town borrowed \$1,800,000 from a local financial institution to finance the extension of water lines in town and the decommissioning of two sewer treatment plants. The terms of the loan state that interest will accrue at the rate of 3.02% per annum. Principal and interest payments in the amount of \$12,448 are payable monthly, through January 23, 2029. The debt is secured by certain property and improvements.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2020	\$ 113,328	\$ 36,048
2021	116,797	32,579
2022	120,373	29,003
2023	124,059	25,317
2024	127,858	21,518
2025-2029	642,939	46,659
	<u>\$ 1,245,354</u>	<u>\$ 191,124</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In January 2016, the Town borrowed \$1,300,000 from a local financial institution to finance the extension of water lines in town and the decommissioning of two sewer treatment plants. The terms of the loan state that interest will accrue at the rate of 2.39% per annum. Principal and interest payments in the amount of \$12,217 are payable monthly, through February 5, 2026. The debt is secured by certain property and improvements.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2020	\$ 126,514	\$ 20,135
2021	129,608	17,078
2022	132,721	13,946
2023	135,910	10,740
2024	139,156	7,456
2025-2026	236,301	4,914
	<u>\$ 900,210</u>	<u>\$ 74,269</u>

In May 2017, the Town borrowed \$2,000,000 from a local financial institution to purchase the remaining portion of the building that houses Town Hall. The terms of the loan state that the interest will accrue at the rate of 2.96% per annum. Principal and interest payments are payable monthly beginning in May 2017 and ending in May 2032. The debt is secured by the property. The debt is serviced equally by the General Fund and the Water and Sewer Fund.

The Water and Sewer Fund's portion of the future minimum payments of the installment purchase as of June 30, 2019, is as follows:

Year Ending June 30	Business-Type Activities	
	Principal	Interest
2020	\$ 66,667	\$ 24,584
2021	66,667	22,611
2022	66,667	20,638
2023	66,667	18,664
2024	66,667	16,691
2025-2029	333,334	53,855
2030-2032	194,442	8,633
	<u>\$ 861,111</u>	<u>\$ 165,676</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Installment Purchases (continued)

In October 2017, the Town borrowed \$5,900,000 from a local financial institution to construct the Public Works Facility. The terms of the loan state that the interest will accrue at the rate of 2.45% per annum. Principal and interest payments are payable monthly beginning in November 2017 and ending in October 2032. The debt is secured by the property.

The future minimum payments of the installment purchase as of June 30, 2019, are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2020	\$ 343,278	\$ 127,145
2021	351,783	118,639
2022	360,499	109,923
2023	369,431	100,991
2024	378,585	91,838
2025-2029	2,038,361	313,750
2030-2033	1,504,278	63,795
	<u>\$ 5,346,215</u>	<u>\$ 926,081</u>

The following tables summarize the annual requirements to amortize notes payable to maturity:

Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2020	\$ 699,073	\$ 279,372	\$ 1,397,350	\$ 271,683
2021	629,036	258,150	1,415,809	246,611
2022	596,513	238,341	1,434,706	221,020
2023	598,013	218,672	1,453,907	194,926
2024	527,371	199,477	1,439,006	168,698
2025-2029	2,379,001	748,646	4,167,370	473,478
2030-2034	1,697,780	371,308	1,698,720	72,428
2035-2038	1,096,000	96,174	-	-
	<u>\$ 8,222,787</u>	<u>\$ 2,410,140</u>	<u>\$ 13,006,868</u>	<u>\$ 1,648,844</u>

The Town's legal debt margin at June 30, 2019, is \$178,489,627.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

B. Liabilities (continued)

Long-Term Obligations (continued)

Changes in Long-Term Liabilities

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Current Portion of Balance</u>
Governmental activities:					
Notes payable	\$ 8,922,604	\$ -	\$ 699,817	\$ 8,222,787	\$ 699,073
Compensated absences	348,243	352,443	308,619	392,067	392,067
Net pension obligation (LGERS)	<u>1,090,258</u>	<u>594,493</u>	<u>-</u>	<u>1,684,751</u>	<u>-</u>
Total	<u>10,361,105</u>	<u>946,936</u>	<u>1,008,436</u>	<u>10,299,605</u>	<u>1,091,140</u>
Business-type activities:					
<u>Water and Sewer Fund</u>					
Notes payable	14,385,188	-	1,378,320	13,006,868	1,397,350
Compensated absences	109,400	86,787	85,006	111,181	111,181
Net pension obligation (LGERS)	<u>363,232</u>	<u>198,164</u>	<u>-</u>	<u>561,396</u>	<u>-</u>
Total	<u>14,857,820</u>	<u>284,951</u>	<u>1,463,326</u>	<u>13,679,445</u>	<u>1,508,531</u>
Total	<u>\$ 25,218,925</u>	<u>\$ 1,231,887</u>	<u>\$ 2,471,762</u>	<u>\$ 23,979,050</u>	<u>\$ 2,599,671</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

C. Interfund Balances and Activity

Transfers to/from other funds at June 30, 2019, consist of the following:

From the General Fund to the Capital Reserve Fund - General Fund to fund the Capital Reserve Fund	\$ 2,900,000
From the General Fund to the Capital Reserve Fund - Economic Development to fund the Capital Reserve Fund used for future capital expenditures and economic incentives	100,000
From the General Fund to the Capital Projects Fund - Parks and Recreation to fund Harrisburg Park Redevelopment - Phase I capital outlay expenditures	242,557
From the Capital Reserve Fund - General Fund to the General Fund to fund actual capital outlay expenditures	825,202
From the Capital Reserve Fund - General Fund to the Capital Projects Fund - Parks and Recreation to fund Harrisburg Veterans' Plaza capital outlay expenditures	82,659
From the Capital Reserve Fund - General Fund to the Capital Projects Fund - Streets to fund actual capital outlay expenditures	54,275
From the Capital Reserve Fund - Fire Services to the Capital Reserve Fund - General Fund to close the Capital Reserve Fund - Fire Services	92
From the Capital Reserve Fund - Economic Development to the General Fund to fund façade grants and other economic development projects	45,450
From the Water and Sewer Fund to the Capital Reserve Fund - Water and Sewer to fund the Capital Reserve Fund	2,700,000
From the Capital Reserve Fund - Water and Sewer to the Water and Sewer Fund to fund Water/Sewer Capital Projects	882,022
From the Capital Reserve Fund - Water and Sewer to the Capital Projects Fund - Water and Sewer to fund Water/Sewer Capital Projects	916,923
From the Capital Reserve Fund - Water and Sewer - Expansion to the Water and Sewer Fund to fund expansion-related debt service	953,585
From the Storm Water Fund to the Capital Projects Fund - Storm Water to fund Storm Water Capital Projects	<u>264,751</u>
	<u>\$ 9,967,516</u>

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

II. Detail Notes On All Funds (continued)

C. Interfund Balances and Activity (continued)

Transfers are used to move unrestricted revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorizations, including amounts provided as subsidies or matching funds for various grant programs.

III. Summary Disclosure of Significant Contingencies

Federal and State-Assisted Programs

The Town has received proceeds from several federal and State grants. Periodic audits of these grants are required, and certain costs may be questioned as not being appropriate expenditures under the grant agreements. Such audits could result in the refund of grant monies to the grantor agencies. Management believes that any required refunds will be immaterial. No provision has been made in the accompanying financial statements for the refund of grant monies.

IV. Significant Dependence

The Town is dependent upon other government entities for water purchases and sewer transportation services in the Water and Sewer Fund. The Town purchases the majority of its water from the City of Concord and all of its sewer transportation services from WSACC.

V. Jointly Governed Organizations

The Town, Cabarrus County, and three other municipalities established the Water and Sewer Authority of Cabarrus County (WSACC). WSACC was established to provide water and sewer services to the citizens of Cabarrus County. The Town appoints one member to the nine-member Board. In the year ended June 30, 2019, the Town purchased sewer treatment services amounting to \$1,000,247 from WSACC. At June 30, 2019, there was \$84,350 due to WSACC, which is reflected in accounts payable of the Water and Sewer Fund.

VI. Joint Ventures

The Town and the members of the Town's fire department each appoint two members to the five-member local Board of Trustees for the Firemen's Relief Fund. The State Insurance Commissioner appoints one additional member to the local Board of Trustees. The Firemen's Relief Fund is funded by a portion of the fire and lightning insurance premiums that insurers remit to the State. The State passes these monies to the local Board of the Firemen's Relief Fund. The funds are used to assist firefighters in various ways. The Town obtains an ongoing financial benefit from the Fund for the on-behalf of payments for salaries and fringe benefits made to members of the Town's fire department by the Board of Trustees. During the fiscal year ended June 30, 2019, the Town made one payment through the Firemen's Relief Fund and reported \$15,514 in revenues and \$2,784 in expenditures. The participating governments do not have any equity interest in the joint venture, so no equity has been reflected in the financial statements at June 30, 2019. The Firemen's Relief Fund does not issue separate audited financial statements. Instead, the local Board of Trustees files an annual financial report with the State Firemen's Association. This report can be obtained from the Association at 323 West Jones Street, Suite 401, Raleigh, North Carolina 27603.

Town of Harrisburg, North Carolina

Notes to the Basic Financial Statements For the Fiscal Year Ended June 30, 2019

VII. Claims, Judgments and Contingent Liabilities

At June 30, 2019, the Town was involved in various lawsuits involving damages and potential claims. It is the opinion of the Attorney and Town management that none of these lawsuits would have any adverse financial impact upon the Town or its financial position.

VIII. Significant Effects of Subsequent Events

On September 24, 2019, prior to the issuance of these financial statements, the Town entered into an installment purchase contract for a total of \$13,265,000 with a financial institution to finance the redevelopment of Harrisburg Park – Phase I and the construction of a one million gallon elevated water storage tank. Harrisburg Park – Phase I has a total project budget of \$10,350,000, with \$10,000,000 being financed and \$350,000 paid for with a PARTF grant. The elevated water storage tank has a total cost of \$3,555,000, \$3,265,000 of which is financed and \$300,000 of which is provided by local funding. Subsequent events were evaluated through October 25, 2019.

TOWN OF HARRISBURG, NORTH CAROLINA

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REQUIRED SUPPLEMENTARY FINANCIAL DATA

This section contains additional information required by accounting principles generally accepted in the United States of America.

- Schedule of Proportionate Share of Net Pension Liability for Local Government Employees' Retirement System
- Schedule of Contributions to Local Government Employees' Retirement System

Town of Harrisburg, North Carolina

Town of Harrisburg's Proportionate Share of Net Pension Liability (Asset) Required Supplementary Information Last Six Fiscal Years*

Local Government Employees' Retirement System

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Harrisburg's proportion of the net pension liability (asset) (%)	0.094680%	0.095140%	0.073800%	0.080200%	0.077430%	0.077000%
Harrisburg's proportion of the net pension liability (asset) (\$)	\$ 2,246,147	\$ 1,453,490	\$ 1,566,297	\$ 359,920	\$ (456,640)	\$ 928,146
Harrisburg's covered-employee payroll	\$ 4,679,408	\$ 4,623,537	\$ 3,786,002	\$ 3,533,569	\$ 3,329,996	\$ 2,897,960
Harrisburg's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	48.00%	31.44%	41.37%	10.19%	-13.71%	32.03%
Plan fiduciary net position as a percentage of the total pension liability**	91.63%	94.18%	91.47%	98.09%	102.64%	94.35%

* The amounts presented for each fiscal year were determined as of the prior fiscal year ending June 30.

** This will be the same percentage for all participant employers in the LGERS plan.

This schedule is intended to show information for ten years. Additional years' information will be displayed as it becomes available.

Town of Harrisburg, North Carolina

Town of Harrisburg's Contributions Required Supplementary Information Last Six Fiscal Years

Local Government Employees' Retirement System

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 390,994	\$ 350,956	\$ 316,231	\$ 252,632	\$ 232,442	\$ 222,421
Contributions in relation to the contractually required contribution	<u>390,994</u>	<u>350,956</u>	<u>316,231</u>	<u>252,632</u>	<u>232,442</u>	<u>222,421</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Harrisburg's covered-employee payroll	\$ 5,045,075	\$ 4,679,408	\$ 4,623,537	\$ 3,786,002	\$ 3,533,569	\$ 3,329,996
Contributions as a percentage of covered-employee payroll	7.75%	7.50%	6.84%	6.67%	6.58%	6.68%

This schedule is intended to show information for ten years. Additional years' information will be displayed as it becomes available

TOWN OF HARRISBURG, NORTH CAROLINA

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INDIVIDUAL
FUND FINANCIAL STATEMENTS AND SCHEDULES

TOWN OF HARRISBURG, NORTH CAROLINA

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Town of Harrisburg, North Carolina

General Fund
Comparative Balance Sheets
June 30, 2019 and 2018

	June 30, 2019	June 30, 2018
Assets		
Cash and cash equivalents	\$ 4,960,640	\$ 5,253,447
Restricted cash and cash equivalents	421,363	440,393
Receivables - net:		
Property taxes	40,014	38,769
Other	6,448	959
Due from government agencies	722,186	593,473
Inventory	21,856	-
Prepaid items	107,551	116,123
	<u>107,551</u>	<u>116,123</u>
Total assets	<u>\$ 6,280,058</u>	<u>\$ 6,443,164</u>
Liabilities, deferred inflows of resources and fund balance		
Liabilities:		
Accounts payable and accrued liabilities	\$ 303,503	\$ 260,400
July 4th celebration revenue	31,700	12,740
Payable from restricted assets		
Performance bonds on deposit	162,378	200,167
Total liabilities	<u>497,581</u>	<u>473,307</u>
Deferred inflows of resources:		
Property taxes receivable	40,014	38,769
Prepaid taxes	4,190	-
Total deferred inflows of resources	<u>44,204</u>	<u>38,769</u>
Fund balance:		
Non-spendable:		
Inventory	21,856	-
Prepays	107,551	116,123
Restricted:		
Stabilization by State statute	999,685	861,270
Streets	156,861	150,982
Public safety	102,124	89,244
Unassigned	4,350,196	4,713,469
Total fund balance	<u>5,738,273</u>	<u>5,931,088</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 6,280,058</u>	<u>\$ 6,443,164</u>

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Revenues:				
Ad valorem taxes				
Current year	\$ 7,795,000	\$ 7,886,218	\$ 91,218	\$ 6,112,829
Prior years	25,000	27,112	2,112	60,525
Penalties and interest	12,000	14,686	2,686	11,076
Total	7,832,000	7,928,016	96,016	6,184,430
Unrestricted intergovernmental				
Local option sales tax	2,100,000	2,140,254	40,254	1,695,734
Utility franchise tax	830,000	880,590	50,590	856,395
Beer and wine tax	66,000	72,923	6,923	70,076
Total	2,996,000	3,093,767	97,767	2,622,205
Restricted intergovernmental				
Powell Bill allocation	425,000	434,615	9,615	422,207
Grants - other	-	-	-	14,550
Fire taxes	1,160,000	1,216,646	56,646	1,005,456
SAFER grant	-	-	-	294,761
Solid waste disposal	11,000	12,015	1,015	11,149
Total	1,596,000	1,663,276	67,276	1,748,123
Permits and fees				
Compliance permits	70,000	78,681	8,681	53,784
Passport acceptance fees	25,000	15,295	(9,705)	19,770
Traffic review fees	75,000	22,600	(52,400)	29,400
Plan review fees	200,000	168,740	(31,260)	317,829
Inspection fees and fines	78,000	14,750	(63,250)	6,135
Total	448,000	300,066	(147,934)	426,918
Sales and services				
Parks and recreation athletics	430,250	486,671	56,421	448,538
Concessions and merchandise	5,000	4,794	(206)	6,161
Total	435,250	491,465	56,215	454,699
Investment earnings	86,500	232,243	145,743	147,904

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Revenues (continued)				
Other general revenues				
July 4th celebration	55,000	66,211	11,211	34,335
Municipal complex rental	4,000	4,669	669	3,392
Parks and recreation shelter rental	5,500	8,205	2,705	8,055
Rental income - Town Hall	216,500	198,000	(18,500)	250,870
Parks and recreation - special events	20,000	26,804	6,804	16,097
HCYA contributions	60,600	35,600	(25,000)	9,361
Contributions - other	-	-	-	67,883
Donations	10,000	7,851	(2,149)	16,505
Cabarrus County - EMS facilities at Station 3 reimbursement	11,000	12,953	1,953	10,490
Insurance proceeds	50,900	48,763	(2,137)	42,943
Sale of surplus property	50,000	3,460	(46,540)	18,329
Miscellaneous	27,000	82,503	55,503	54,116
Total	510,500	495,019	(15,481)	532,376
Total revenues	13,904,250	14,203,852	299,602	12,116,655
Expenditures				
General government				
Mayor and Council:				
Salaries	46,000	48,066	(2,066)	48,731
Employee benefits	4,000	3,657	343	3,708
Employee relations	1,000	455	545	636
Uniforms	1,200	443	757	269
Workers' compensation	150	108	42	137
Department supplies	700	825	(125)	1,213
Travel and training	2,500	1,402	1,098	1,241
Meetings and conferences	3,000	3,301	(301)	2,216
Dues and subscriptions	23,600	23,812	(212)	33,171
Sponsorships	7,200	7,065	135	7,065
Technology services	20,700	13,219	7,481	8,965
Telephone	3,900	3,654	246	10,781
Special projects	5,000	-	5,000	3,000
Total	118,950	106,007	12,943	121,133
Administration:				
Salaries	948,000	869,071	78,929	796,003
Employee benefits	300,000	250,750	49,250	252,719
Cost allocation	(624,250)	(624,250)	-	(486,996)
Workers' compensation	3,750	3,452	298	3,170
Insurance and bonds	9,050	9,621	(571)	10,857

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
General government (continued)				
Administration (continued):				
Employee relations	12,280	11,382	898	14,629
Safety and wellness	24,010	24,946	(936)	-
Uniforms	2,650	2,136	514	1,443
Training	34,600	22,772	11,828	15,565
Travel	17,980	15,685	2,295	5,255
Meetings and conferences	8,725	7,813	912	5,235
Fuel	2,600	1,822	778	1,785
Maintenance and repairs:				
Vehicles	600	5,168	(4,568)	375
Buildings	91,600	86,310	5,290	56,053
Dues and subscriptions	7,885	5,044	2,841	6,047
Pre-employment	650	608	42	302
Advertising	2,500	2,624	(124)	5,382
Tires	750	351	399	-
Department supplies	20,650	17,564	3,086	20,307
Small tools	12,330	11,791	539	1,240
Legal services	39,500	24,075	15,425	70,675
Printing	10,975	9,799	1,176	10,185
Telephone	19,860	22,835	(2,975)	43,801
Postage	6,175	4,587	1,588	12,557
Utilities:				
Electric	54,000	55,614	(1,614)	54,708
Water	7,200	5,809	1,391	5,806
Contracted services:				
Buildings - contracted services	24,100	21,013	3,087	21,438
Other	13,200	21,385	(8,185)	8,539
Professional services	56,580	50,415	6,165	44,229
Technology services	63,575	49,866	13,709	43,865
Shipping and handling	3,100	3,452	(352)	704
Leases:				
Copier	4,200	4,086	114	12,803
Other	1,200	1,050	150	1,105
Fines and penalties	1,500	1,582	(82)	11,818
Capital outlay	49,500	49,499	1	-
Debt service:				
Principal retirement	133,500	133,403	97	131,839
Interest	38,250	36,501	1,749	41,606
Total	1,402,775	1,219,631	183,144	1,225,049

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over\ (Under)	Actual
Expenditures (continued)				
General government (continued)				
Communications:				
Salaries	50,000	48,563	1,437	41,837
Employee benefits	17,000	14,975	2,025	13,281
Cost allocation	(34,000)	(34,000)	-	-
Workers' compensation	150	161	(11)	140
Meetings and conferences	1,000	367	633	1,970
Uniforms	150	27	123	139
Training	1,000	-	1,000	-
Travel	1,000	718	282	1,480
Dues and subscriptions	580	491	89	840
Pre-employment	-	-	-	104
Advertising	7,000	3,166	3,834	4,646
Supplies	1,750	719	1,031	1,831
Small tools & equipment	600	-	600	5,742
Postage	250	-	250	-
Shipping and handling	250	176	74	530
Printing	10,740	8,711	2,029	10,414
Telephone	1,150	894	256	1,173
Casualty insurance/bonds	450	514	(64)	379
Professional services	49,336	34,261	15,075	32,318
Maintenance and repairs:				
Branded signage	3,300	2,998	302	7,603
Programming	4,200	1,870	2,330	-
Technology services	49,600	44,965	4,635	23,900
Capital outlay	153,000	28,368	124,632	-
Total	318,506	157,944	160,562	148,327
Economic development:				
Salaries	-	-	-	5,729
Employee benefits	-	-	-	1,945
Meetings and conferences	6,500	1,446	5,054	1,170
Training	500	-	500	-
Travel	500	-	500	-
Contracted services	1,200	-	1,200	-
Dues and subscriptions	9,500	8,613	887	9,400
Advertising	6,500	-	6,500	-
Legal services	800	-	800	-
Professional services	40,000	40,000	-	-
Incentive grants	8,450	8,418	32	14,082
Capital outlay	-	-	-	2,848
Total	73,950	58,477	15,473	35,174
Total general government	1,914,181	1,542,059	372,122	1,529,683

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Positive Over\ (Under)	Actual
Expenditures (continued)				
Planning and zoning				
Salaries	223,000	179,161	43,839	213,833
Employee benefits	75,750	59,460	16,290	67,965
Cost allocation	(28,000)	(28,000)	-	-
Workers' compensation	3,500	2,687	813	3,241
Insurance and bonds	1,300	841	459	1,256
Pre-employment	1,100	1,073	27	50
Training	3,600	1,651	1,949	1,185
Travel	4,500	2,918	1,582	2,349
Meetings and conferences	1,300	657	643	1,516
Fuel	1,500	1,196	304	951
Maintenance and repairs:				
Vehicles	400	126	274	800
Signage	1,500	1,394	106	-
Dues and subscriptions	1,800	614	1,186	370
Advertising	4,000	3,034	966	4,741
Tires	600	-	600	-
Supplies	1,500	1,513	(13)	5,306
Small tools	4,000	3,307	693	-
Legal services	19,000	11,480	7,520	12,945
Printing	1,000	283	717	508
Telephone	3,300	2,548	752	3,862
Postage	750	651	99	374
Uniforms	1,200	550	650	908
Professional services	171,520	154,574	16,946	148,986
Technology services	7,825	6,028	1,797	8,649
Shipping and handling	50	487	(437)	28
Capital outlay	-	-	-	25,578
Total	505,995	408,233	97,762	505,401
Engineering				
Salaries	232,000	194,773	37,227	150,822
Employee benefits	76,000	68,153	7,847	49,943
Insurance and bonds	650	457	193	616
Cost allocation	(260,800)	(255,800)	(5,000)	(185,004)
Workers' compensation	750	648	102	-
Pre-employment	-	84	(84)	-
Meetings and conferences	2,100	854	1,246	299
Travel	900	-	900	205
Training	3,600	100	3,500	1,678
Department supplies	1,300	677	623	1,300

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Engineering (continued)				
Small tools and equipment	400	-	400	692
Uniforms	750	494	256	335
Telephone	3,670	3,449	221	2,831
Maintenance and repairs - vehicles	-	14	(14)	1,780
Fuel	1,800	1,614	186	1,572
Dues and subscriptions	780	743	37	555
Advertising	-	50	(50)	-
Professional services	152,910	5,953	146,957	991
Technology services	36,850	18,102	18,748	5,356
Legal services	2,000	40	1,960	250
Postage	300	27	273	21
Shipping and handling	200	15	185	73
Printing	500	302	198	462
Capital outlay	19,000	5,750	13,250	29,798
Total	275,660	46,499	229,161	64,575
Public safety				
Police:				
County contract - deputy salaries	952,000	825,199	126,801	785,035
Insurance and bonds	8,000	9,794	(1,794)	7,777
Fuel	33,000	32,885	115	31,714
Maintenance and repairs:				
Vehicles	30,570	30,144	426	24,647
Equipment	1,250	1,215	35	33
Supplies	4,750	4,934	(184)	5,287
Telephone	2,940	2,949	(9)	2,518
Training	-	-	-	707
Shipping and handling	600	646	(46)	20
Technology services	15,275	10,934	4,341	356
Special equipment	4,150	2,617	1,533	2,976
Capital outlay	190,400	190,353	47	888
Total	1,242,935	1,111,670	131,265	861,958
Fire:				
Salaries	2,291,875	2,250,195	41,680	2,037,788
Employee benefits	807,750	775,168	32,582	708,601
Cost allocation	-	-	-	24,996
Workers compensation	86,250	67,480	18,770	76,805
Insurance and bonds	25,000	27,215	(2,215)	22,531
Uniforms	108,050	66,833	41,217	60,871
Training	15,200	12,187	3,013	25,784
Travel	8,300	6,961	1,339	5,884

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Public Safety (continued)				
Fire (continued):				
Fuel	31,000	39,391	(8,391)	38,833
Maintenance and repairs:				
Vehicles	72,330	70,838	1,492	69,331
Buildings and grounds	75,400	76,896	(1,496)	81,673
Equipment	24,600	19,110	5,490	34,368
Signage	100	288	(188)	-
Fire hydrants	1,700	948	752	2,085
Miscellaneous	1,000	45	955	28
Dues and subscriptions	5,400	3,701	1,699	3,637
Pre-employment	1,800	297	1,503	267
Public education	9,800	7,578	2,222	6,400
Advertising	700	50	650	-
Tires	16,300	9,569	6,731	14,251
Security	3,800	-	3,800	1,042
Supplies	4,200	5,041	(841)	4,858
Legal services	1,000	300	700	4,965
Chemicals	2,000	432	1,568	2,340
Printing	2,100	1,663	437	1,085
Telephone	22,200	23,401	(1,201)	39,027
Postage	300	-	300	-
Utilities:				
Electric	38,000	36,406	1,594	32,752
Water	8,000	3,429	4,571	5,658
Professional services	30,940	23,983	6,957	51,032
Technology services	41,850	39,139	2,711	18,955
Shipping and handling	4,400	5,530	(1,130)	3,060
Copier lease	1,800	1,656	144	3,647
Special equipment	78,200	70,453	7,747	52,730
Medical supplies	10,100	10,624	(524)	8,465
Employee relations	3,500	4,603	(1,103)	-
Physicals	32,320	32,512	(192)	25,859
Capital outlay	126,844	126,727	117	645,466
Debt service:				
Principal retirement	567,500	566,414	1,086	495,473
Interest	246,500	238,735	7,765	82,092
Total	4,808,109	4,625,798	182,311	4,692,639
Total public safety	6,051,044	5,737,468	313,576	5,554,597

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Transportation				
Streets and highways:				
Utilities - street lights	250,200	168,785	81,415	261,459
Small tools	500	249	251	515
Chemicals	16,500	4,727	11,773	2,413
Maintenance and repairs - streets	137,950	72,707	65,243	92,635
Signs	36,000	14,028	21,972	23,126
Equipment rental	13,000	7,500	5,500	7,315
Professional services	8,200	-	8,200	8,200
Shipping and handling	300	1,676	(1,376)	107
Contracted services	30,000	23,925	6,075	-
Capital outlay	408,500	397,212	11,288	352,503
Total transportation	901,150	690,809	210,341	748,273
Environmental protection				
Sanitation:				
Sanitation services	1,025,000	934,538	90,462	848,132
Public works:				
Cost allocation	566,000	566,000	-	546,000
Seasonal salaries	5,000	4,918	82	2,424
Workers' compensation	13,000	9,387	3,613	11,403
Insurance and bonds	8,000	9,060	(1,060)	7,496
Employee relations	600	-	600	-
Pre-employment	500	-	500	-
Physicals	1,000	-	1,000	-
Uniforms	2,225	2,200	25	1,963
Travel and training	1,500	499	1,001	499
Printing	500	473	27	708
Shipping & handling	500	302	198	286
Small tools & equipment	1,600	1,213	387	1,500
Utilities - electric	-	-	-	23
Fuel	12,000	16,129	(4,129)	3,495
Maintenance and repairs:				
Vehicles	17,200	16,994	206	9,081
Equipment	2,500	2,084	416	1,560
Tires	6,000	4,673	1,327	4,021
Technology services	-	-	-	4,052
Professional services	300	50	250	69
Capital outlay	36,500	35,717	783	144,498
Total	674,925	669,699	5,226	739,078
Total environmental protection	1,699,925	1,604,237	95,688	1,587,210

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Cultural and recreational				
Parks and recreation:				
Salaries	564,500	571,914	(7,414)	538,494
Employee benefits	198,000	185,969	12,031	168,850
Cost allocation	(29,500)	(29,500)	-	(30,770)
Employee relations	1,000	188	812	292
Workers' compensation	11,000	9,508	1,492	10,019
Insurance and bonds	13,000	15,623	(2,623)	12,021
Uniforms	3,200	3,147	53	2,541
Training	4,700	2,989	1,711	2,797
Travel	2,000	895	1,105	715
Physicals	300	-	300	40
Pre-employment	1,000	680	320	1,156
Dues and subscriptions	3,100	2,148	952	1,935
Advertising	3,000	3,149	(149)	1,582
Printing	6,075	6,301	(226)	3,168
Telephone	9,610	12,634	(3,024)	14,702
Postage	1,000	10	990	-
Supplies	3,800	4,028	(228)	4,274
Security	20,000	1,500	18,500	-
Shipping and handling	4,500	5,152	(652)	2,572
Leases:				
Copier	2,100	2,113	(13)	6,362
Office/building	5,400	2,756	2,644	8,790
Taxes and licenses	-	1,407	(1,407)	-
Special equipment	8,900	7,358	1,542	1,066
Medical supplies	1,250	380	870	265
Small tools	1,600	2,198	(598)	1,760
Chemicals	19,350	19,984	(634)	14,434
Utilities:				
Electric	60,000	69,443	(9,443)	52,701
Water	9,000	8,143	857	7,615
Maintenance and repairs:				
Vehicles	3,000	2,978	22	4,234
Buildings and grounds	55,000	54,869	131	56,249
Equipment	8,000	7,988	12	5,312
Tires	750	564	186	1,441
Fuel	14,000	11,293	2,707	12,479
Programs	349,850	327,003	22,847	338,082
Contributions - HCYA	25,000	7,134	17,866	11,359
Special projects	91,500	90,887	613	92,030
Credit card fees	-	662	(662)	-
July 4th event	161,509	169,561	(8,052)	123,352

Town of Harrisburg, North Carolina

General Fund
Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Positive Over/(Under)	Actual
Expenditures (continued)				
Cultural and recreational (continued)				
Parks and recreation (continued):				
Legal services	4,425	3,840	585	3,176
Professional services	6,760	5,341	1,419	4,938
Technology services	29,025	16,432	12,593	10,023
Capital outlay	503,900	386,788	117,112	257,540
Total cultural and recreational	<u>2,180,604</u>	<u>1,995,457</u>	<u>185,147</u>	<u>1,747,596</u>
Contingency	228,405	-	228,405	-
Total expenditures	<u>13,756,964</u>	<u>12,024,762</u>	<u>1,732,202</u>	<u>11,737,335</u>
Revenues over (under) expenditures	<u>147,286</u>	<u>2,179,090</u>	<u>2,031,804</u>	<u>379,320</u>
Other financing sources (uses)				
Transfers from other funds:				
Capital Reserve Fund - General Fund	863,300	823,202	(40,098)	487,500
Capital Reserve Fund - Fire Services	-	-	-	61,000
Capital Reserve Fund - Economic Development	145,450	45,450	(100,000)	11,550
Capital Reserve Fund - Parks and Recreation	52,000	2,000	(50,000)	-
Transfers to other funds:				
Capital Reserve Fund - General Fund	(2,900,000)	(2,900,000)	-	(2,090,000)
Capital Reserve Fund - Economic Development	(100,000)	(100,000)	-	(100,000)
Capital Projects Fund - Parks and Recreation	(350,000)	(242,557)	107,443	-
Total other financing sources (uses)	<u>(2,289,250)</u>	<u>(2,371,905)</u>	<u>(82,655)</u>	<u>(1,629,950)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	(2,141,964)	(192,815)	1,949,149	(1,250,630)
Appropriated fund balance	<u>2,141,964</u>	<u>-</u>	<u>(2,141,964)</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>(192,815)</u>	<u>\$ (192,815)</u>	<u>(1,250,630)</u>
Fund balance				
Fund balance - beginning		<u>5,931,088</u>		<u>7,181,718</u>
Fund balance - ending		<u>\$ 5,738,273</u>		<u>\$ 5,931,088</u>

Town of Harrisburg, North Carolina

Capital Projects Fund - Public Safety Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual From Inception and for the Fiscal Year Ended June 30, 2019

		Actual			
	Project Authorization	Prior Years	Current Year	Total to Date	Variance Over / (Under)
Revenues					
Investment earnings	\$ -	\$ 25,737	\$ 65,348	\$ 91,085	\$ 91,085
Other general revenues	-	23,592	-	23,592	23,592
Total	-	49,329	65,348	114,677	114,677
Expenditures					
<u>Fire Station #2</u>					
Engineering	300,000	217,546	41,243	258,789	(41,211)
Construction	5,200,000	510,648	4,284,758	4,795,406	(404,594)
Total expenditures	5,500,000	728,194	4,326,001	5,054,195	(445,805)
Revenues over / (under) expenditures	<u>(5,500,000)</u>	<u>(678,865)</u>	<u>(4,260,653)</u>	<u>(4,939,518)</u>	<u>560,482</u>
Other financing sources					
Debt issued	5,500,000	5,500,000	-	5,500,000	-
Total other financing sources	5,500,000	5,500,000	-	5,500,000	-
Net change in fund balance	<u>\$ -</u>	<u>\$ 4,821,135</u>	<u>(4,260,653)</u>	<u>\$ 560,482</u>	<u>\$ 560,482</u>
Fund balance					
Fund balance - beginning			4,821,135		
Fund balance - ending			<u>\$ 560,482</u>		

Town of Harrisburg, North Carolina

Capital Reserve Fund - General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended June 30, 2019

	Budget	Actual	Variance Over/(Under)
Revenues			
Non-operating revenues			
Interest income	\$ 4,900	\$ 2,543	\$ (2,357)
Total non-operating revenues	<u>4,900</u>	<u>2,543</u>	<u>(2,357)</u>
Other financing sources (uses)			
Transfers from other funds:			
Transfer from Capital Reserve Fund - Fire Services	100	92	(8)
Transfer from General Fund	2,900,000	2,900,000	-
Transfers to other funds:			
Transfer to General Fund	(865,300)	(825,202)	40,098
Transfer to Capital Projects Fund - Parks and Recreation	(110,000)	(82,659)	27,341
Transfer to Capital Projects Fund - Streets	(54,275)	(54,275)	-
Total other financing sources (uses)	<u>1,870,525</u>	<u>1,937,956</u>	<u>67,431</u>
Revenues and other financing sources over (under)			
expenditures and other financing uses	<u>1,875,425</u>	<u>1,940,499</u>	<u>65,074</u>
Appropriated fund balance	<u>(1,875,425)</u>	<u>-</u>	<u>1,875,425</u>
Net change in fund balance	<u><u>\$ -</u></u>	<u>1,940,499</u>	<u><u>\$ 1,940,499</u></u>
Fund balance			
Fund balance - beginning		<u>2,145,340</u>	
Fund balance - ending		<u><u>\$ 4,085,839</u></u>	

Town of Harrisburg, North Carolina

Combining Balance Sheets
Nonmajor Governmental Funds
June 30, 2019

	Capital Projects Fund - Streets	Capital Projects Fund - Parks and Recreation	Capital Reserve Fund - Fire Services	Capital Reserve Fund - Parks and Recreation	Capital Reserve Fund - Economic Development	Total Nonmajor Governmental Funds
Assets						
Cash and cash equivalents	\$ 220,293	\$ 38,628	\$ -	\$ 154,698	\$ 196,929	\$ 610,548
Total assets	<u>\$ 220,293</u>	<u>\$ 38,628</u>	<u>\$ -</u>	<u>\$ 154,698</u>	<u>\$ 196,929</u>	<u>\$ 610,548</u>
Liabilities						
Liabilities:						
Payable from restricted assets:						
Accounts payable and accrued liabilities	\$ -	\$ 38,628	\$ -	\$ -	\$ -	\$ 38,628
Fund balance						
Committed	220,293	-	-	154,698	181,929	556,920
Assigned	-	-	-	-	15,000	15,000
Total fund balances	<u>220,293</u>	<u>-</u>	<u>-</u>	<u>154,698</u>	<u>196,929</u>	<u>571,920</u>
Total liabilities and fund balance	<u>\$ 220,293</u>	<u>\$ 38,628</u>	<u>\$ -</u>	<u>\$ 154,698</u>	<u>\$ 196,929</u>	<u>\$ 610,548</u>

Town of Harrisburg, North Carolina

Combining Statements of Revenues, Expenditures, and Changes in Fund Balance Nonmajor Governmental Funds For the Fiscal Year Ended June 30, 2019

	Capital Projects Fund - Streets	Capital Projects Fund - Parks and Recreation	Capital Reserve Fund - Fire Services	Capital Reserve Fund - Parks and Recreation	Capital Reserve Fund - Economic Development	Total Nonmajor Governmental Funds
Revenues						
Investment earnings	\$ 235	\$ 13	\$ -	\$ 292	\$ 202	\$ 742
Total revenues	<u>235</u>	<u>13</u>	<u>-</u>	<u>292</u>	<u>202</u>	<u>742</u>
Expenditures						
Current:						
Cultural and recreational	-	325,229	-	-	-	325,229
Total expenditures	<u>-</u>	<u>325,229</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>325,229</u>
Revenues over (under) expenditures	<u>235</u>	<u>(325,216)</u>	<u>-</u>	<u>292</u>	<u>202</u>	<u>(324,487)</u>
Other financing sources (uses)						
Transfers from other funds	54,275	325,216	-	-	100,000	479,491
Transfers to other funds	-	-	(92)	-	(45,450)	(45,542)
Total other financing sources	<u>54,275</u>	<u>325,216</u>	<u>(92)</u>	<u>-</u>	<u>54,550</u>	<u>433,949</u>
Net change in fund balance	54,510	-	(92)	292	54,752	109,462
Fund balance						
Beginning of year - July 1	<u>165,783</u>	<u>-</u>	<u>92</u>	<u>154,406</u>	<u>142,177</u>	<u>462,458</u>
End of year - June 30	<u>\$ 220,293</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 154,698</u>	<u>\$ 196,929</u>	<u>\$ 571,920</u>

Town of Harrisburg, North Carolina

Capital Projects Funds - Streets

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual

From Inception and for the Fiscal Year Ended June 30, 2019

		Actual			Variance
	Project Authorization	Prior Years	Current Year	Total to Date	Over / (Under)
Revenues					
Investment earnings	\$ -	\$ 233	\$ 235	\$ 468	\$ 468
Grant proceeds	2,163,000	-	-	-	(2,163,000)
Total	2,163,000	233	235	468	(2,162,532)
Expenditures					
<u>CMAQ Sidewalk Project</u>					
Engineering	195,000	-	-	-	195,000
Construction	530,000	-	-	-	530,000
Total expenditures	725,000	-	-	-	725,000
<u>2017 Transportation Bonds</u>					
Engineering	635,000	-	-	-	635,000
Construction	5,077,000	-	-	-	5,077,000
Total expenditures	5,712,000	-	-	-	5,712,000
Revenues over (under) expenditures	(4,274,000)	233	235	468	4,274,468
Other financing sources					
Installment financing	4,000,000	-	-	-	(4,000,000)
Transfers from other funds:					
Capital Reserve Fund - General Fund	274,000	165,550	54,275	219,825	(54,175)
Total other financing sources	4,274,000	165,550	54,275	219,825	(4,054,175)
Net change in fund balance	\$ -	\$ 165,783	54,510	\$ 220,293	\$ 220,293
Fund balance					
Fund balance - beginning			165,783		
Fund balance - ending			\$ 220,293		

Town of Harrisburg, North Carolina

Capital Projects Fund - Parks and Recreation Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual From Inception and for the Fiscal Year Ended June 30, 2019

		Actual			Variance
	Project Authorization	Prior Years	Current Year	Total to Date	Over / (Under)
Revenues					
Investment earnings	\$ -	\$ -	\$ 13	\$ 13	\$ 13
Expenditures					
<u>Harrisburg Veterans' Plaza</u>					
Engineering	52,450	-	44,031	44,031	8,419
Construction	557,550	-	38,628	38,628	518,922
Total expenditures	610,000	-	82,659	82,659	527,341
<u>Harrisburg Park Redevelopment - Phase I</u>					
Engineering	500,000	-	242,570	242,570	257,430
Construction	6,500,000	-	-	-	6,500,000
Total expenditures	7,000,000	-	242,570	242,570	6,757,430
Revenues over (under) expenditures	(7,610,000)	-	(325,216)	(325,216)	7,284,784
Other financing sources					
Installment financing	6,650,000	-	-	-	(6,650,000)
Transfers from other funds:					
General Fund	350,000	-	242,557	242,557	(107,443)
Capital Reserve Fund - General Fund	610,000	-	82,659	82,659	(527,341)
Total other financing sources	7,610,000	-	325,216	325,216	(7,284,784)
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>
Fund balance					
Fund balance - beginning			-		
Fund balance - ending			<u>\$ -</u>		

Town of Harrisburg, North Carolina

Capital Reserve Fund - Fire Services Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended June 30, 2019

	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/(Under)</u>
Other financing sources (uses)			
Transfers to other funds:			
Capital Reserve Fund - General Fund	<u>\$ (100)</u>	<u>\$ (92)</u>	<u>\$ 8</u>
Appropriated fund balance	<u>100</u>	<u>-</u>	<u>(100)</u>
Net change in fund balance	<u><u>\$ -</u></u>	<u>(92)</u>	<u><u>\$ (92)</u></u>
Fund balance			
Fund balance - beginning		<u>92</u>	
Fund balance - ending		<u><u>\$ -</u></u>	

Town of Harrisburg, North Carolina

Capital Reserve Fund - Parks and Recreation Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended June 30, 2019

	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/(Under)</u>
Revenues			
Non-operating revenues			
Interest income	\$ -	\$ 292	\$ 292
Contributions - fee in lieu of	50,000	-	(50,000)
Total non-operating revenues	<u>50,000</u>	<u>292</u>	<u>(49,708)</u>
Other financing sources (uses)			
Transfers from other funds:			
General Fund	<u>(50,000)</u>	<u>-</u>	<u>50,000</u>
Net change in fund balance	<u>\$ -</u>	<u>292</u>	<u>\$ 292</u>
Fund balance - beginning		<u>154,406</u>	
Fund balance - ending		<u>\$ 154,698</u>	

Town of Harrisburg, North Carolina

Capital Reserve Fund - Economic Development Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended June 30, 2019

	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/(Under)</u>
Non-operating revenues			
Interest income	\$ -	\$ 202	\$ 202
Other financing sources (uses)			
Transfers from other funds:			
General Fund	100,000	100,000	-
Transfers to other funds:			
General Fund	(100,000)	(45,450)	54,550
Total other financing sources (uses)	<u>-</u>	<u>54,550</u>	<u>54,550</u>
Net change in fund balance	<u>\$ -</u>	<u>54,752</u>	<u>\$ 54,752</u>
Fund balance - beginning		<u>142,177</u>	
Fund balance - ending		<u>\$ 196,929</u>	

Town of Harrisburg, North Carolina

Water and Sewer Fund Comparative Statements of Net Position June 30, 2019 and 2018

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	\$ 8,584,432	\$ 9,262,370
Accounts receivable (net) - customers	1,240,683	1,345,395
Accounts receivable - other	37,350	89,146
Prepaid expenses	9,552	-
Restricted cash and cash equivalents	280,428	826,916
Total current assets	10,152,445	11,523,827
Non-current assets:		
Capital assets, net of depreciation	33,506,375	30,874,559
Total assets	43,658,820	42,398,386
Deferred outflows of resources		
Pension deferrals	418,959	260,216
Total deferred outflows of resources	418,959	260,216
Liabilities		
Current liabilities:		
Accounts payable and accrued liabilities	508,142	444,660
Long-term debt, current portion	1,397,350	1,378,861
Compensated absences, current portion	111,181	109,400
Payables due from restricted assets:		
Customer deposits	280,428	266,153
Total current liabilities	2,297,101	2,199,074
Non-current liabilities:		
Long-term debt, non-current portion	11,609,518	13,006,327
Net pension liability	561,396	363,232
Total noncurrent liabilities	12,170,914	13,369,559
Total liabilities	14,468,015	15,568,633
Deferred inflows of resources		
Pension deferrals	49,393	46,257
	49,393	46,257
Net position		
Net investment in capital assets	20,499,507	17,050,134
Unrestricted	9,060,864	9,993,578
Total net position	\$ 29,560,371	\$ 27,043,712

Town of Harrisburg, North Carolina

Water and Sewer Fund
Schedule of Revenues and Expenditures
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Revenues				
Operating revenues				
Water sales	\$ 3,912,000	\$ 3,773,884	\$ (138,116)	\$ 3,792,419
Sewer charges	3,408,000	3,126,739	(281,261)	3,258,147
Water and sewer taps	30,000	14,980	(15,020)	8,480
Water and sewer development charges	-	-	-	1,317,135
Set-up fees	24,000	24,754	754	20,470
Service connection fees	187,500	117,595	(69,905)	122,644
Penalties	125,000	140,170	15,170	122,680
Plan review fees	20,000	-	(20,000)	300
Rental fees	84,000	83,603	(397)	80,171
Credit card fees	60,000	41,255	(18,745)	13,676
Miscellaneous revenues	5,000	82,210	77,210	100,528
Total operating revenues	7,855,500	7,405,190	(450,310)	8,836,650
Non-operating revenues:				
Interest income	120,000	146,226	26,226	55,415
Insurance proceeds	2,620	2,619	(1)	3,968
Proceeds from sale of capital assets	10,000	3,531	(6,469)	50,382
Total non-operating revenues	132,620	152,376	19,756	109,765
Total revenues	7,988,120	7,557,566	(430,554)	8,946,415
Expenditures				
Water administration and distribution				
Salaries	1,081,000	1,034,410	46,590	1,000,145
Employee benefits	384,500	350,845	33,655	347,772
Cost allocation	203,500	203,500	-	(21,000)
Workers' compensation	23,000	17,909	5,091	22,297
Inspections	33,400	16,030	17,370	18,594
Casualty insurance/bonds	25,000	22,109	2,891	25,334
Employee relations	600	249	351	585
Water purchases	2,170,000	2,139,221	30,779	1,730,644
Sewer treatment	1,041,100	1,047,875	(6,775)	1,036,468
Uniforms	6,750	6,326	424	6,686
Training	5,900	3,369	2,531	6,322
Travel	4,000	3,154	846	3,254
Fuel	54,000	34,041	19,959	53,071
Maintenance and repairs:				
Vehicles	14,900	8,050	6,850	9,062
Buildings and grounds	43,600	43,293	307	20,322
Equipment	16,500	10,877	5,623	15,008
Water/sewer infrastructure	113,000	94,679	18,321	77,032

Town of Harrisburg, North Carolina

Water and Sewer Fund
Schedule of Revenues and Expenditures
Budget and Actual (Non-GAAP) (continued)
For the Fiscal Year Ended June 30, 2019
(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Water administration and distribution (continued)				
Dues and subscriptions	16,010	5,948	10,062	6,688
Pre-employment	1,375	1,289	86	413
Public education	1,000	-	1,000	980
Advertising	2,200	50	2,150	103
Tires	10,500	8,637	1,863	4,793
Department supplies	7,200	7,221	(21)	6,053
Meter services	86,000	72,887	13,113	40,202
Small tools	8,330	7,644	686	5,113
Pipe and fittings	-	-	-	4,897
Legal services	23,625	8,248	15,377	23,768
Chemicals	32,400	25,639	6,761	22,860
Printing	16,235	15,526	709	13,779
Taxes, licenses and other fees	5,000	3,529	1,471	16,235
Telephone and internet	28,640	31,437	(2,797)	34,431
Postage	41,335	34,810	6,525	30,135
Utilities:				
Electric	85,800	72,561	13,239	72,665
Water	4,000	5,464	(1,464)	2,537
Contracted services:				
Buildings and grounds	600	390	210	297
Other	495	920	(425)	80
Professional services	204,690	177,281	27,409	86,604
Technology services	35,150	27,980	7,170	12,189
New services	85,000	79,248	5,752	60,137
Shipping and handling	5,000	2,323	2,677	2,144
Leases:				
Copier	1,500	1,345	155	2,937
Building	4,000	2,183	1,817	11,934
Permits	5,500	3,281	2,219	4,835
Fire hydrants	16,420	8,827	7,593	7,235
Credit card & Insite fees	72,000	66,613	5,387	70,645
Special equipment	7,800	7,655	145	10,027
Medical supplies	1,750	1,199	551	864
Physicals	-	-	-	240
Safety	7,200	6,869	331	4,208
Security	1,500	1,839	(339)	540
Miscellaneous	500	-	500	-
Contingency	174,955	-	174,955	-
Lawsuit settlements	479,000	478,967	33	902,000
Total administration and distribution	6,693,460	6,203,747	489,713	5,814,164

Town of Harrisburg, North Carolina

Water and Sewer Fund
Schedule of Revenues and Expenditures
Budget and Actual (Non-GAAP) (continued)
For the Fiscal Year Ended June 30, 2019

(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Debt service:				
Principal retirement	1,380,250	1,378,320	1,930	1,252,705
Interest	298,500	297,817	683	269,957
Total debt service	1,678,750	1,676,137	2,613	1,522,662
Capital outlay:				
Equipment	1,527,615	882,022	645,593	714,662
Total capital outlay	1,527,615	882,022	645,593	714,662
Total expenditures	9,899,825	8,761,906	1,137,919	8,051,488
Revenues over (under) expenditures	(1,911,705)	(1,204,340)	707,365	894,927
Other financing sources (uses)				
Transfers from other funds:				
Capital Reserve Fund - Water and Sewer	1,455,000	882,022	(572,978)	535,800
Capital Reserve Fund - Water and Sewer - Expansion	1,072,000	953,585	(118,415)	-
Transfers to other funds:				
Capital Reserve Fund - Water and Sewer	(2,700,000)	(2,700,000)	-	(5,000,000)
Total other financing sources (uses)	(173,000)	(864,393)	(691,393)	(4,464,200)
Revenues and other financing sources over (under) expenditures and other financing uses	(2,084,705)	(2,068,733)	15,972	(3,569,273)
Appropriated fund balance	2,084,705	-	(2,084,705)	-
Revenues and other sources over expenditures and other uses	<u>\$ -</u>	<u>(2,068,733)</u>	<u>\$ (2,068,733)</u>	<u>(3,569,273)</u>
Reconciliation of modified accrual basis with accrual basis:				
Reconciling items:				
Payment of debt principal		1,378,320		1,252,705
Capital outlay		882,022		699,444
(Increase) decrease in accrued vacation pay		(1,781)		(1,311)
(Increase) decrease in interest expense accrual		1,217		(3,454)
Depreciation and amortization		(1,481,117)		(1,165,794)
Retirements of assets		(135,880)		(36,479)
Contribution of water and sewer lines		1,856,425		1,616,190
Increase (decrease) in deferred outflows of resources - pensions		158,743		(66,423)
(Increase) decrease in net pension liability		(198,164)		27,074
(Increase) decrease in deferred inflows of resources - pensions		(3,136)		15,698
System Development Charges collected in Capital Reserve Fund - Water and Sewer - Expansion		1,253,585		-
Transfer from Capital Reserve Fund - Water and Sewer		(882,022)		(535,800)
Transfer from Capital Reserve Fund - Water and Sewer - Expansion		(953,585)		-
Transfer to Capital Reserve Fund - Water and Sewer		2,700,000		5,000,000
Interest earned in Capital Reserve Fund - Water and Sewer		8,039		5,024
Interest earned in Capital Projects Fund - Water and Sewer		203		559
Interest earned in Capital Reserve Fund - Water and Sewer - Expansion		163		-
Revenue earned in Capital Projects Fund - Water and Sewer		2,360		-
Transfer of capital assets and debt from Governmental Activities		-		475,909
		<u>4,585,392</u>		<u>7,283,342</u>
Change in net position (Exhibit G)		<u>\$ 2,516,659</u>		<u>\$ 3,714,069</u>

Town of Harrisburg, North Carolina

Capital Projects Fund - Water and Sewer

Schedule of Revenues and Expenditures

Budget and Actual (Non-GAAP)

From Inception and for the Fiscal Year Ended June 30, 2019

		Actual			Variance
	Project Authorization	Prior Years	Current Year	Total to Date	Over / (Under)
Revenues					
Investment earnings	\$ -	\$ -	\$ 203	\$ 203	\$ 203
Other	-	-	2,360	2,360	2,360
Total	-	-	2,563	2,563	2,563
Expenditures					
Ridge Drive 6-inch Main Upgrade					
Engineering	50,000	-	6,050	6,050	43,950
Construction	340,000	-	208,582	208,582	131,418
Total expenditures	390,000	-	214,632	214,632	175,368
Autumn Drive 6-inch Main Upgrade					
Engineering	50,000	-	6,050	6,050	43,950
Construction	340,000	-	208,582	208,582	131,418
Total expenditures	390,000	-	214,632	214,632	175,368
Whitefield Court 6-inch Main Upgrade					
Engineering	25,000	-	3,025	3,025	21,975
Construction	170,000	-	104,291	104,291	65,709
Total expenditures	195,000	-	107,316	107,316	87,684
Candystick Circle 6-inch Main Upgrade					
Engineering	33,900	-	14,214	14,214	19,686
Construction	125,000	-	-	-	125,000
Total expenditures	158,900	-	14,214	14,214	144,686
Pine Street 6-inch Main Upgrade					
Engineering	60,000	-	18,051	18,051	41,949
Construction	125,000	-	-	-	125,000
Total expenditures	185,000	-	18,051	18,051	166,949
Ford St. 6-inch Main Upgrade					
Engineering	50,000	-	15,043	15,043	34,957
Construction	135,000	-	-	-	135,000
Total expenditures	185,000	-	15,043	15,043	169,957
Patricia Avenue 6-inch Main Upgrade					
Engineering	60,000	-	18,052	18,052	41,948
Construction	325,000	-	-	-	325,000
Total expenditures	385,000	-	18,052	18,052	366,948

Town of Harrisburg, North Carolina

Capital Projects Fund - Water and Sewer

Schedule of Revenues and Expenditures

Budget and Actual (Non-GAAP)

From Inception and for the Fiscal Year Ended June 30, 2019

		Actual			Variance
	Project Authorization	Prior Years	Current Year	Total to Date	Over / (Under)
Expenditures (continued)					
Parallel Drive 6-inch Main Upgrade					
Engineering	80,000	-	24,069	24,069	55,931
Construction	450,000	-	-	-	450,000
Total expenditures	530,000	-	24,069	24,069	505,931
Public Works Facility					
Engineering	350,000	224,310	6,629	230,939	119,061
Construction	5,950,000	5,082,247	801,886	5,884,133	65,867
Total expenditures	6,300,000	5,306,557	808,515	6,115,072	184,928
Elevated Water Storage Tank					
Engineering	515,000	-	75,842	75,842	439,158
Construction	3,050,000	-	-	-	3,050,000
Total expenditures	3,565,000	-	75,842	75,842	3,489,158
Revenues over (under) expenditures	(12,283,900)	(5,306,557)	(1,507,803)	(6,814,360)	5,469,540
Other financing sources					
Installment financing	9,165,000	5,900,000	-	5,900,000	(3,265,000)
Transfers from other funds:					
Capital Reserve Fund - Water and Sewer	3,118,900	572,953	916,923	1,489,876	(1,629,024)
Total other financing sources	12,283,900	6,472,953	916,923	7,389,876	(4,894,024)
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ 1,166,396	\$ (590,880)	\$ 575,516	\$ 575,516

Town of Harrisburg, North Carolina

Capital Reserve Fund - Water and Sewer Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual For the Fiscal Year Ended June 30, 2019

	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/(Under)</u>
Revenues			
Non-operating revenues			
Interest income	<u>\$ -</u>	<u>\$ 8,039</u>	<u>\$ 8,039</u>
Other financing sources (uses)			
Transfers from other funds:			
Water and Sewer Fund	2,700,000	2,700,000	-
Transfers to other funds:			
Water and Sewer Fund	(1,455,000)	(882,022)	572,978
Capital Projects Fund - Water and Sewer	<u>(1,225,000)</u>	<u>(916,923)</u>	<u>308,077</u>
Total other financing sources (uses)	<u>20,000</u>	<u>901,055</u>	<u>881,055</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>20,000</u>	<u>909,094</u>	<u>889,094</u>
Appropriated fund balance	<u>(20,000)</u>	<u>-</u>	<u>20,000</u>
Net change in fund balance	<u><u>\$ -</u></u>	<u>909,094</u>	<u><u>\$ 909,094</u></u>
Fund Balance - beginning		<u>5,719,224</u>	
Fund Balance - ending		<u><u>\$ 6,628,318</u></u>	

Town of Harrisburg, North Carolina

Capital Reserve Fund - Water and Sewer - Expansion Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual For the Fiscal Year Ended June 30, 2019

	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/(Under)</u>
Revenues			
Operating revenues			
Fees - water system development charges	\$ 837,500	\$ 776,585	\$ (60,915)
Fees - sewer system development charges	555,000	477,000	(78,000)
Total operating revenues	<u>1,392,500</u>	<u>1,253,585</u>	<u>(138,915)</u>
Non-operating revenues			
Interest income	<u>-</u>	<u>163</u>	<u>163</u>
Total revenues	<u>1,392,500</u>	<u>1,253,748</u>	<u>(138,752)</u>
Expenditures			
Contingency	<u>20,500</u>	<u>-</u>	<u>20,500</u>
Revenues over (under) expenditures	<u>1,372,000</u>	<u>1,253,748</u>	<u>(118,252)</u>
Other financing sources (uses)			
Transfers to other funds:			
Water and Sewer Fund	(1,072,000)	(953,585)	118,415
Capital Projects Fund - Water and Sewer	<u>(300,000)</u>	<u>-</u>	<u>300,000</u>
Total other financing sources (uses)	<u>(1,372,000)</u>	<u>(953,585)</u>	<u>418,415</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>-</u>	<u>300,163</u>	<u>300,163</u>
Net change in fund balance	<u><u>\$ -</u></u>	<u>300,163</u>	<u><u>\$ 300,163</u></u>
Fund Balance - beginning		<u>-</u>	
Fund Balance - ending		<u><u>\$ 300,163</u></u>	

Town of Harrisburg, North Carolina

Storm Water Fund Comparative Statements of Net Position June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,951,797	\$ 1,530,925
Accounts receivable (net) - customers	87,594	97,183
Accounts receivable - other	436	433
Restricted cash and cash equivalents	18,433	-
Total current assets	<u>2,058,260</u>	<u>1,628,541</u>
Non-current assets:		
Capital assets, net of depreciation	<u>996,591</u>	<u>871,771</u>
Total assets	<u>3,054,851</u>	<u>2,500,312</u>
Liabilities		
Current liabilities:		
Accounts payable and accrued liabilities	<u>11,820</u>	<u>43</u>
Total liabilities	<u>11,820</u>	<u>43</u>
Net position		
Net investment in capital assets	996,591	871,771
Restricted	18,433	-
Unrestricted	<u>2,028,007</u>	<u>1,628,498</u>
Total net position	<u>\$ 3,043,031</u>	<u>\$ 2,500,269</u>

Town of Harrisburg, North Carolina

Storm Water Fund

Schedule of Revenues and Expenditures

Budget and Actual (Non-GAAP)

For the Fiscal Year Ended June 30, 2019

(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Revenues				
Operating revenues				
Storm water services	\$ 610,000	\$ 614,524	\$ 4,524	\$ 586,894
Storm water plan review fees	20,000	-	(20,000)	2,950
Street sweeping	2,000	-	(2,000)	-
Contribution - fee in lieu of	-	18,433	18,433	-
Total operating revenues	632,000	632,957	957	589,844
Non-operating revenues				
Interest income	11,000	15,481	4,481	5,816
Total revenues	643,000	648,438	5,438	595,660
Administration				
Cost allocation	172,550	172,550	-	122,004
Casualty insurance/bonds	2,500	1,963	537	2,077
Uniforms	375	314	61	339
Training	2,500	210	2,290	250
Fuel	5,000	1,682	3,318	1,326
Advertising	500	-	500	-
Tires	1,100	-	1,100	-
Department supplies	1,000	92	908	325
Small tools	2,000	381	1,619	920
Legal services	3,000	100	2,900	680
Maintenance and repairs:				
Vehicles	2,100	2,028	72	1,854
Drainage	22,500	9,016	13,484	3,520
Shipping and handling	250	467	(217)	110
Travel	1,500	531	969	-
Dues and subscriptions	5,500	3,898	1,602	860
Public education	2,000	-	2,000	-
Printing	1,000	-	1,000	179
Postage	500	-	500	-
Contracted services	110,000	29,718	80,282	20,894
Professional services	50,000	4,950	45,050	-
Contingency	27,125	-	27,125	-
Total administration	413,000	227,900	185,100	155,338

Town of Harrisburg, North Carolina

Storm Water Fund

Schedule of Revenues and Expenditures

Budget and Actual (Non-GAAP) (continued)

For the Fiscal Year Ended June 30, 2019

(With Comparative Actual Amounts for the Fiscal Year Ended June 30, 2018)

	2019			2018
	Budget	Actual	Variance Over/(Under)	Actual
Expenditures (continued)				
Capital outlay:				
Equipment	-	-	-	33,626
Total capital outlay	-	-	-	33,626
 Total expenditures	<u>413,000</u>	<u>227,900</u>	<u>185,100</u>	<u>188,964</u>
 Revenues over expenditures	<u>230,000</u>	<u>420,538</u>	<u>190,538</u>	<u>406,696</u>
 Other financing sources (uses)				
Transfers to other funds:				
Capital Projects Fund - Storm Water	<u>(280,000)</u>	<u>(264,751)</u>	<u>15,249</u>	<u>(200,000)</u>
Total other financing sources (uses)	<u>(280,000)</u>	<u>(264,751)</u>	<u>15,249</u>	<u>(200,000)</u>
 Revenues and other financing sources over (under) expenditures and other financing uses	<u>(50,000)</u>	<u>155,787</u>	<u>205,787</u>	<u>206,696</u>
 Appropriated fund balance	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>	<u>-</u>
 Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>155,787</u>	<u>\$ 155,787</u>	<u>206,696</u>
 Reconciling items:				
Capital outlay		-		33,626
Transfer to Capital Projects Fund - Storm Water		264,751		200,000
Contributed Storm Water infrastructure		178,800		-
Interest earned in Capital Projects Fund - Storm Water		1,201		2,174
Depreciation and amortization		<u>(57,777)</u>		<u>(39,663)</u>
		<u>386,975</u>		<u>196,137</u>
 Change in net position (Exhibit G)		<u>\$ 542,762</u>		<u>\$ 402,833</u>

Town of Harrisburg, North Carolina

Storm Water Capital Projects Fund Schedule of Revenues and Expenditures Budget and Actual (Non-GAAP) From Inception and for the Fiscal Year Ended June 30, 2019

		Actual			Variance
	Project Authorization	Prior Years	Current Year	Total to Date	Over / (Under)
Revenues					
Investment earnings	\$ -	\$ -	\$ 1,201	\$ 1,201	\$ 1,201
Expenditures					
<u>System A - Phase II</u>					
Engineering	100,000	-	3,797	3,797	96,203
Construction	800,000	-	-	-	800,000
Total expenditures	900,000	-	3,797	3,797	896,203
Revenues over (under) expenditures	(900,000)	-	(2,596)	(2,596)	897,404
Other financing sources					
Transfers from other funds:					
Storm Water Fund	900,000	635,249	264,751	900,000	-
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ 635,249	\$ 262,155	\$ 897,404	\$ 897,404

Town of Harrisburg, North Carolina

Schedule of Ad Valorem Taxes Receivable June 30, 2019

<u>Fiscal Year</u>	<u>Uncollected Balance June 30, 2018</u>	<u>Additions</u>	<u>Collections and Credits</u>	<u>Uncollected Balance June 30, 2019</u>
2008-2009	\$ 988	\$ -	\$ 988	\$ -
2009-2010	895	-	278	617
2010-2011	1,111	-	291	820
2011-2012	2,268	-	482	1,786
2012-2013	2,306	-	474	1,832
2013-2014	1,514	-	500	1,014
2014-2015	3,049	-	1,155	1,894
2015-2016	3,321	-	1,448	1,873
2016-2017	3,144	-	1,980	1,164
2017-2018	22,365	-	18,131	4,234
2018-2019	<u>-</u>	<u>7,956,206</u>	<u>7,929,212</u>	<u>26,994</u>
Total	<u>\$ 40,961</u>	<u>\$ 7,956,206</u>	<u>\$ 7,954,939</u>	42,228
Less allowance for uncollectible ad valorem taxes receivable				<u>(2,214)</u>
Ad valorem taxes receivable - net				<u>\$ 40,014</u>
Reconciliation with revenues				
Taxes - ad valorem - General Fund (Exhibit D)				\$ 7,928,016
Less penalties and interest collected				(14,686)
Net releases and discounts allowed				<u>41,609</u>
Total collections and credits				<u>\$ 7,954,939</u>

Town of Harrisburg, North Carolina

Analysis of Current Tax Levy Town-Wide Levy June 30, 2019

	Town-Wide			Total Levy	
	Property Valuation	Rate	Total Levy	Property Excluding Registered Motor Vehicles	Registered Motor Vehicles
Original levy					
Property taxed at current year's rate	\$ 2,232,656,620	\$ 0.355	\$ 7,925,931	\$ 7,213,683	\$ 712,248
Penalties	-		13,647	13,647	-
Total	2,232,656,620		7,939,578	7,227,330	712,248
Discoveries					
Current year taxes	3,212,461	0.355	11,404	11,404	-
Prior years' rates	-	0.290	19,956	19,956	-
Abatements	(4,748,746)	0.355	(14,732)	(14,732)	-
Total property valuation	<u>\$ 2,231,120,335</u>				
Net levy			7,956,206	7,243,958	712,248
Unpaid (by taxpayer) taxes at June 30, 2019			(26,994)	(26,994)	-
Current year's taxes collected			<u>\$ 7,929,212</u>	<u>\$ 7,216,964</u>	<u>\$ 712,248</u>
Current levy collection percentage			<u>99.66%</u>	<u>99.63%</u>	<u>100.00%</u>

COMPLIANCE SECTION

**Independent Auditor's Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of
Financial Statements Performed in Accordance with
*Government Auditing Standards***

The Honorable Mayor and
Members of Town Council
Town of Harrisburg, North Carolina

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Harrisburg, North Carolina (the "Town") as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated October 25, 2019. The financial statements of Harrisburg Community and Youth Association, Inc. were not audited in accordance with *Government Auditing Standards*.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purposes described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Elliott Davis, PLLC". The signature is written in a cursive, flowing style.

Raleigh, North Carolina
October 25, 2019

Town of Harrisburg, North Carolina

Schedule of Findings

For the year ended June 30, 2019

I. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

___ Yes X No

Significant deficiency(ies) identified?

___ Yes X None reported

Noncompliance material to the financial statements noted?

___ Yes X No

II. FINANCIAL STATEMENT FINDINGS

No matters were reported.

Town of Harrisburg, North Carolina

**Summary Schedule of Prior Year's Audit Findings
For the Fiscal Year Ended June 30, 2019**

Finding 2018-001:

Status: Corrected

TOWN OF HARRISBURG, NORTH CAROLINA

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TOWN OF HARRISBURG

Agenda Item Details

Title:

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

Presenting Personnel:

Suggested Motion or Action:

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

Description/Background:

Recommendation:

Fiscal Impact:

Attachments:

1. Minutes December 9, 2019

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, DECEMBER 9, 2019
6:00 PM**

MINUTES

Mayor Steve Sciascia called the meeting to order.

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

**1A.
AGENDA ADOPTION**

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

**1B.
INVOCATION**

Pastor David Henderson from Venture Church conducted the invocation.

**1C.
PLEDGE OF ALLEGIANCE**

**1D.
SPECIAL PRESENTATIONS**

- **Presentation of Retirement Plaque to Facilities Maintenance Supervisor Dale Freeman.**

**1E.
PUBLIC COMMENT**
None

**2.
CONSENT AGENDA**

- A. Consider the minutes of the November 12, 2019 Town Council meeting.
- B. Consider the minutes of the November 12, 2019 Closed Session.
- C. Consider the minutes of the November 25, 2019 Special Town Council Meeting.
- D. Set a public hearing for January 13, 2020 to consider the annexation of parcels associated with Camellia Gardens Subdivision, H2018-08(R).
- E. Consider amendment to FY2020 Budget Ordinance for Deputies insurance proceeds.
- F. Consider contract and Project Ordinance amendment for Harrisburg Veterans Park project.

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

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

- Thanked the Parks and Recreation staff for a great job on the Christmas Tree Lighting event held last Friday. It was a great event with good weather and wonderful turnout. They also moved the tree from behind Town Hall to Veterans Park today.
- The 4-way stop at Tom Query Road and Caldwell Road was installed last Friday and it is working very well. This is a temporary solution that the Town did on our own until the signal light can be installed. We expect that to be in about a year and a half.
- We have submitted RFPs for the update to our UDO and more information will be coming on that soon.
- The Town Council will be holding a retreat on January 11, 2020.

Finance Report:

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

3B.

COMMUNICATIONS

MAYOR'S COMMENTS

- Non-Profit "Dream on 3" has expressed interest in the empty Fire Station #2. They would like to make Harrisburg their national headquarters and possibly upfit the building and then lease it from the Town. Will have them contact staff to discuss further.
- Sent out the list of Boards and Committees to Council earlier. Please look at the list and let him know what you may be interested in by the end of this month. He will make the appointments in January.

3C.

COMMUNICATIONS

COUNCIL'S COMMENTS

Councilmember Conrad

- Asked about replacing the American flag at Veterans Park with a larger one. After some discussion, the following action was taken:

MOTION:

Councilmember Conrad made a motion to replace the American flag at Veterans Park with a larger one. Second was made by Councilmember Barfield. **The motion passed 7-0.**

- Thanked the Town for allowing her to serve on Council these last five years. Will pray for the new Council to build consensus.

Councilmember Barfield

- Also thanked the Town for allowing him to serve and thanked his wife as well. Will pray for the new Council to build consensus.

Councilmember Staton-Williams

- Attended the Diwali Festival of Greater Charlotte on November 16. They presented the Mayor with a guest of honor certificate.
- The next Youth Council meeting will be held on January 28, 2020 and the speaker will be the Town's HR Director, Tihisha Sharif.

Councilmember Smith

- Asked about the possibility of adding flashing strobe to the stop signs at the 4-way stop recently installed at Tom Query Road and Caldwell Road. Staff stated that there are flashing strobes before you get to the stop signs and DOT may not approve adding a flashing strobe to the actual stop signs. We will wait a month or so and see if people get used to the new traffic pattern there before taking any action.
- Thanked Councilmembers Conrad and Barfield for their service to the Town.

Councilmember Russo

- Merry Christmas to everyone.

4.
OLD BUSINESS
None

5A.
NEW BUSINESS

Presentation of plaques to outgoing Town Council members Benita Conrad and Christopher Barfield.

5B.
NEW BUSINESS

Oath of Office for newly elected and/or re-elected Town Council members Rodney Dellinger, Ian Patrick, Ron Smith and Rick Russo.

5C.
NEW BUSINESS

Set a public hearing for January 13, 2020 to consider changes to Chapter 33 – Storm Water of the Town of Harrisburg Code of Ordinances. The Town of Harrisburg Engineering Department has worked with a consultant to update and improve Chapter 53 of the Code of Ordinances. Changes include changes in terminology and procedures that were passed down from the state level, clarification of existing codes, and the adoption of a low-density development standard.

The term BMP, which stands for Best Management Practice, was previously used by the State to encompass a program or structure that protects, maintains, or restores stormwater. The loose definition of this term was updated by the State in 2017. The term the State now uses is Stormwater Control Measures (SCM) which more accurately depicts the intent of the stormwater program. A Stormwater Control Measure reduces the volume of water and the level of total suspended solids leaving a site. In addition, the State revised the definition of built-upon area (BUA). The ordinance has been revised throughout to reflect these changes in terminology.

The current Stormwater Ordinance refers to development and redevelopment. The definition of these terms has changed at the State level. The term redevelopment was revised to meet the current State definition, such that redevelopment is exempt from the stormwater ordinance because it does not contribute any additional built upon area or change the hydraulics of the site. Although redevelopment is now exempt by means of a stricter definition, the ordinance shall still apply to any site that does not minimize downstream private and public property damage resulting from flooding and impact to the performance of public infrastructure.

A differentiation between low-density and high-density development was made in the revised ordinance. The proposed rules of low-density development adhere to the State policy. The Town has never formally adopted a low-density standard.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to set a public hearing for Monday, January 13, 2020 to consider changes to Chapter 53 – Storm Water of the Town of Harrisburg Code of Ordinances. Second was made by Councilmember Smith. **The motion passed 7-0.**

6A.
PUBLIC HEARING

Consider amending the rezoning conditions for the Harrisburg Town Center project (H2018-14(R)). Town Council approved the rezoning request H2018-14-(R) at the May 13, 2019 meeting. The approval was to rezone 15.03 acres property in Harrisburg Town Center (PIN #55079703680000 & 55078785890000) from Planned Unit Development (PUD) to Conditional City Center (CZ-CC). The rezoning was approved with following conditions:

1. Applicant agrees to obtain any and all applicable local, state, and federal permits required for development before any development activity can take place.

2. Applicant agrees not to use vinyl siding and utilize high quality building materials for all buildings. All architectural design and building elevations shall be submitted to the town for review and approval.
3. Applicant agrees to restrict outside storage.
4. Applicant agrees to continued maintenance of buildings and grounds in the form of deed restrictions, establishment of HOA or restrictive covenants recorded and will run with the land.
5. Applicant agrees to contribute proportionate funds to the Towns' regional storm water management system servicing the proposed Town Center Development.
6. Applicant agrees to contribute funds for onsite and off-site roadway improvements documented in the Traffic Impact Analysis (TIA) directly related to proposed development.
7. Applicant reserves the right to combine Buildings 10 and 11, contingent on future market demand. Additionally, the Applicant reserves the right to renovate or demolish and rebuild in place Building 13 dependent upon future structural investigations of the existing structure. Any changes will need to be reviewed and approved by the Town.
8. Applicant agrees to build a maximum of 333 residential units and 829,600 square feet of mixed use. Applicant reserves the right to trade up to 10% of the gross floor area of proposed office use to retail use and/or trade up to 20% of the gross floor area of proposed retail use to office use. Any changes will need to be reviewed and approved by the Town.
9. Applicant agrees to build approximately 15,000 square feet Public Green Space and 9,000 square feet Central Plaza at no cost to the Town. Applicant will provide approximately 19,500 square feet for the Art Center. The Applicant reserves the right to arrange the program, operate and control the use of these spaces within the limits of Federal, State and Local laws and shall not conflict with Town's Park and Recreation Programs.
10. Applicant agrees that parking for each phase will be reviewed and approved as part of site plan and appropriate temporary surface parking lots in lieu of parking garages to support early phases of development.
11. Applicant agrees that loading/unloading spaces on the street will be serviced at night-time off-hours.
12. Applicant shall be permitted to convert Professional Blvd and Physicians Blvd as pedestrian friendly and living streets and may be temporarily closed for special events in accordance with Town's Street Closure Guidelines.
13. Applicant shall be permitted to allow retail spaces for Pharmacies, Health and Personal Care Stores to the extent that such uses are not stand-alone buildings but are integrated within the mixed-use buildings.
14. Applicant shall be permitted for ground floor residential on Building 17 on Parcel 4, where the building is designed to setback from the street and have a central courtyard and the ground floor of building 16 and 18 on Parcel 4 shall be restricted to retail, office and other commercial uses.
15. Applicant agrees that the zoning shall revert to its original PUD if the Applicant fails to close the land purchase by December 31, 2019.

The applicant is in the process of securing loan to purchase the above-mentioned parcels and close on the property, currently in discussion with various lenders. To assist with property acquisition, Town Council also approved a short-term loan of \$3 million to the applicant at the October 14, 2019 meeting - this loan has yet to be disbursed to the applicant.

The applicant and property owner reached out to the Town requesting an extension of Condition #15 to allow both parties the opportunity to close on the property. If Condition #15 is not extended, the approved Center City rezoning on the property will expire and revert to the original Planned Unit Development (PUD).

If the zoning is reverted to the PUD, any new development of the site outside of the PUD allowances would be required to begin the rezoning process over from the beginning. With both the applicant and the property owner both interested in moving the Town Center project forward, reverting back to the PUD would not be beneficial to either party.

The applicant and property owner are requesting the rezoning condition #15 "**Applicant agrees that the zoning shall revert to its original PUD if the Applicant fails to close the land purchase by December 31, 2019**" be extended by 12-months, to then revert back to the original PUD if closing on the property is not concluded by December 31, 2020.

The public hearing was opened.
Speaking: none
The public hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Russo made a motion to approve extending the deadline for the Rezoning Condition #15 by 12 months, to end on December 31, 2020 for the Harrisburg Town Center project (H2018-14(R)). Second was made by Councilmember Smith. **The motion passed 7-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT

Based on the staff report and that this is just an amendment it is consistent with the provisions of the Harrisburg Area Land Use Plan and the plan for the development of Town Center and is reasonable and in the public interest.

MOTION:

Mayor Pro-Tem Booth made a motion to approve the Consistency Statement as proposed. The second was made by Councilmember Staton-Williams. **The motion passed 7-0.**

7.

ACTION ITEMS

- Replace the American flag at Veterans Park with a larger one, also investigate what to do with the one that is there now. Possibly use it to replace the one that was removed at Harrisburg Park.
- Report on the 4-way stop at Tom Query Road and Caldwell Road
- Add athletics numbers to the monthly Parks and Recreation reports: participants, what percentage are Harrisburg residents, financial information, etc.

Councilmember Russo will not be able to attend the next Sustainability Committee meeting, so Councilmember Patrick was invited to attend in his place.

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

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

ATTEST:

Steve Sciascia, Mayor

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Approval of Town Council Departmental Assignments

Presenting Personnel:

Suggested Motion or Action:

Motion to approve Town Council Departmental Assignments, as presented.

Description/Background:

The Mayor determines all departmental assignments of committees and liaisons for advisory and external boards of the Town. Attached are all recommended assignments for Council approval.

Recommendation:

None

Fiscal Impact:

None

Attachments:

1. Council Departmental Assignments

TOWN COUNCIL DEPARTMENTAL ASSIGNMENTS

January 8, 2020

LISTED BY COMMITTEES/BOARDS:			
COMMITTEES	COUNCIL MEMBERS		MEETING TIMES
ECONOMIC DEVELOPMENT	John Booth Ian Patrick	Rick Russo Steve Sciascia	As Needed
ARTS CULTURE HERITAGE	Diamond Staton-Williams		1st Monday 6:00 pm
HBA	Steve Sciascia	Troy Selberg	2nd Wednesday 8:00 am
SUSTAINABILITY	Steve Sciascia Rick Russo	Diamond Staton-Williams Troy Selberg Ian Patrick	2nd Wednesday 6:00 PM
YOUTH COUNCIL	Diamond Staton-Williams Steve Sciascia	Ron Smith	4th Tuesday 6:30 PM

TOWN ADVISORY BOARDS	COUNCIL MEMBERS		MEETING TIMES
FIRE	Rick Russo	Rodney Dellinger (alt)	3rd Thursday - 6:00 pm
PARKS & RECREATION	Rodney Dellinger	John Booth (alt)	4th Monday - 6:00 pm
PLANNING & ZONING	Ian Patrick	Rodney Dellinger (alt)	3rd Tuesday - 6:00 pm

EXTERNAL BOARDS	COUNCIL MEMBERS
CCOG	Troy Selberg Steve Sciascia (alt)
MPO-TAC	Ron Smith Diamond Staton-Williams (alt)
WSACC	Steve Sciascia Haynes Brigman (alt)



TOWN OF HARRISBURG

Agenda Item Details

Title:

Approval of Appointment of Members to Local Relief Fund Board of Fire Department

Presenting Personnel:

Suggested Motion or Action:

Approval of Tim Wooten and Brian Lee to the Local Relief Fund Board of the Fire Department for a one year term expiring December 31, 2020.

Description/Background:

The Firefighters' Relief Fund was established to financially assist firefighters that are injured while performing their dues, and to insure that no firefighter would become financially destitute through no fault of their own. The Firefighters' Relief Fund is funded by a portion of the Gross Premium Tax (G.S. 105-228.5(d)(3)) on insurance policies containing fire and lightning protection, as well as certain automotive policies. The Local Relief Fund Board shall manage the local funds as prudent trustees of the fund as listed in Chapter 36E of the NC General Statutes.

A Local Relief Fund Board consists of five members (GS 58-84-30): two members serving at the pleasure of the fire department elected by the membership who are qualified as beneficiaries of the fund; two of whom shall be elected or appointed by the Mayor, Board of Alderman, or City Council if it is a municipal department, or other local governing body to serve at their pleasure, or, if it is a non-municipal department, two appointed by the County Commissioners to serve at their pleasure; and one appointed by the Commissioner of Insurance.

The two members of the Fire Department that serve are Chief Bryan Dunn and Deputy Chief Ken Bradey. The Commissioner of Insurance has appointed Captain Steven Gill for their slot. Currently, Battalion Chief Tim Wooten and Assistant Town Manager/Finance Director Lee Connor have served as the two Town Council-appointed seats, since 2011.

The two Council-appointed slots have traditionally been another fire firefighter and a member of the Finance Department.

Recommendation:

Staff recommends Council appoint Battalion Chief Tim Wooten and Deputy Finance Director, Brian Lee to the Local Relief Fund Board for the current year.

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to consider changes to Chapter 53 - Storm Water of the Town of Harrisburg Code of Ordinances

Presenting Personnel:

Suggested Motion or Action:

If approved:

Motion to approve changes to Chapter 53 - Storm Water of the Town of Harrisburg Code of Ordinances, as presented.

Description/Background:

The Town of Harrisburg Engineering Department has worked with a consultant to update and improve Chapter 53 of the Code of Ordinances. Changes include changes in terminology and procedures that were passed down from the State level, clarification of existing codes, and the adoption of a low-density development standard.

The term BMP, which stands for Best Management Practice, was previously used by the State to encompass a program or structure that protects, maintains, or restores storm water. The loose definition of this term was updated by the State in 2017. The term the State now uses is Storm water Control Measures (SCM) which more accurately depicts the intent of the storm water program. A Storm water Control Measure reduces the volume of water and the level of total suspended solids leaving a site. In addition, the State revised the definition of built-upon area (BUA). The ordinance has been revised throughout to reflect these changes in terminology.

The current Storm water Ordinance refers to development and redevelopment. The definition of these terms have changed at the State level. The term redevelopment was revised to meet the current State definition, such that redevelopment is exempt from the storm water ordinance because it does not contribute any additional built upon area or change the hydraulics of the site. Although redevelopment is now exempt by means of a more strict definition, the ordinance shall still apply to any site that does not minimize downstream private and public property damage resulting from flooding and impact to the performance of public infrastructure.

A differentiation between low density and high density development was made in the revised ordinance. The proposed rules of Low Density Development adhere to the State policy. The Town has never formally adopted a low density standard.

Recommendation:

To accept the proposed changes to the Town of Harrisburg Storm Water Ordinance (Chapter 53 of the Code of Ordinances)

Fiscal Impact:

There is no fiscal impact associated with updating the ordinance.

Attachments:

1. Chapter 53 - Revised Ordinance
2. Chapter 53 - Revised Ordinance with Tracked Changes

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SECTION 1: GENERAL PROVISIONS

101 TITLE

This Ordinance shall be officially known as “The Stormwater Quality Ordinance.” It is referred to herein as “this Ordinance.”

102 AUTHORITY

The Town Council of the Town of Harrisburg, further referred to herein as “the Town”, is authorized to adopt this Ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; the Charter of the Town of Harrisburg, North Carolina; North Carolina General Statutes 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; and Session Law 2004-163; Chapter 160A, §§ 174, 185.

103 FINDINGS

It is hereby determined that:

Development alter the hydrologic response of local watersheds and increases stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reducing groundwater recharge;

These changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology which are harmful to public health and safety as well as to the natural environment; and

These effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from *development* sites.

Further, the Federal Water Pollution Control Act of 1972 (“Clean Water Act”) and federal Phase II Stormwater Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt the minimum stormwater controls such as those included in this Ordinance.

Therefore, the Town Council establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of stormwater runoff and discharge.

104 PURPOSE

(A) General

The purpose of this Ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-*development* stormwater runoff and nonpoint and point source pollution associated with new *development* as well as illicit discharges into municipal stormwater systems. It has been determined that proper management of

construction-related and post-*development* stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, and general welfare, and protect water and aquatic resources.

(B) Specific

This Ordinance seeks to meet its general purpose through the following specific objectives and means:

1. Establishing decision-making processes for *development* that protects the integrity of watersheds and preserves the health of water resources;
2. Requiring that new *development* maintain the pre-*development* hydrologic response in their post-*development* state as nearly as practicable for the applicable design storm to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;
3. Establishing minimum post-*development* stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
4. Establishing design and review criteria for the construction, function, and use of *stormwater control measures (SCMs)* that may be used to meet the minimum post-*development* stormwater management standards;
5. Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of green space, *riparian* buffers, and other conservation areas to the maximum extent practicable;
6. Establishing provisions for the long-term responsibility for and maintenance of *SCMs* to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;
7. Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to assure appropriate long-term maintenance;
8. Controlling illicit discharges into the municipal separate stormwater system;
9. Controlling erosion and sedimentation from construction activities.

105 APPLICABILITY AND JURISDICTION

(A) Applicability

Beginning with and subsequent to its effective date, this Ordinance shall be applicable to all *development*, including, but not limited to, site plan applications,

subdivision applications, and grading applications, unless exempt pursuant to Subsection (B) of this Section, Exemptions.

Development that cumulatively disturbs more than 10,000 square feet and or is part of a *larger common plan of development or sale* that cumulatively disturbs more than 10,000 square feet must comply with the provisions of this Ordinance and the Standards set forth in Section 3, Standards.

Development are part of a *larger common plan of development or sale*, even though multiple, separate or distinct activities may take place at different times on different schedules and by different developers.

(B) Exemptions

Redevelopment as defined in this Ordinance

Activities that are exempt from permit requirements of Section 404 of the federal Clean Water Act as specified in 40 CFR 232 (primarily, non-point source agricultural and silvicultural (forestry) activities) are exempt from the provisions of this Ordinance.

(C) No Development Until Compliance and Permit

No *development* shall occur except in compliance with the provisions of this Ordinance or unless exempted. No *development* for which a permit is required pursuant to this Ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

(D) Jurisdiction

The provisions of this Ordinance shall apply to all public or private building(s), land(s), and use(s) thereon over which the Town has or will have future jurisdiction under the constitution(s) and law(s) of the State of North Carolina and of the United States, including any areas within the jurisdiction of the Town pursuant to NCGS § 160A-360. Pursuant to NCGS § 160A-392, each provision of this Ordinance is applicable to the erection, construction, and use of buildings by the State of North Carolina and its political subdivisions

(E) Map

The provisions of this Ordinance shall apply within the areas designated on the map titled "Stormwater Quality Map of Harrisburg, North Carolina" ("the Stormwater Map"), which is adopted simultaneously herewith. The Stormwater Map and all explanatory matter contained thereon accompanies and is hereby made a part of this Ordinance.

The Stormwater Map shall be kept on file by the Stormwater Administrator and shall be updated to take into account changes to the *future service area* covered by this Ordinance and the geographic location of all *SCMs* permitted under this Ordinance. In the event of a dispute, the applicability of this Ordinance to a particular area of land or BMP shall be determined by reference to the North

Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

106 INTERPRETATION

(A) Meaning and Intent

All provisions, terms, phrases, and expressions contained in this Ordinance shall be construed according to the general and specific purposes set forth in Section 104, Purpose. If a different or more specific meaning is given for a term defined elsewhere in the Town's Unified Development Ordinance or other ordinances, the meaning and application of the term in this Ordinance shall control for purposes of application of this Ordinance.

(B) Text Controls in Event of Conflict

In the event of a conflict or inconsistency between the text of this Ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.

(C) Authority for Interpretation

The Stormwater Administrator has authority to determine the interpretation of this Ordinance. Any person may request an interpretation by submitting a written request to the Stormwater Administrator, who shall respond in writing within 30 days. The Stormwater Administrator shall keep on file a record of all written interpretations of this Ordinance.

(D) References to Statutes, Regulations, and Documents

Whenever reference is made to a resolution, ordinance, statute, regulation, manual or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

(E) Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Town, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the Town. References to days are calendar days unless otherwise stated.

(F) Delegation of Authority

Any act authorized by this Ordinance to be carried out by the Stormwater Administrator of the Town may be carried out by his or her designee.

(A) Reference to Design Manual

The Stormwater Administrator shall use the policy, criteria, and information, including technical specifications and standards, in the *Design Manual* as the basis for decisions about stormwater permits and about the design, implementation and performance of *SCMs* and stormwater management practices.

The *Design Manual* includes a list of acceptable *SCMs* and stormwater management practices and provides instruction for design and analysis methodologies. *SCMs* and stormwater management practices that are designed, constructed, and maintained in accordance with these methodologies and the Standards of this Ordinance will be presumed to meet the minimum water quality performance standards of the Phase II laws.

The *Design Manual* may consist of one or several acceptable manuals or documents determined by the Stormwater Administrator. The Stormwater Administrator may add or remove manuals or documents from reference at their discretion in order to provide the guidance to meet this Ordinance and Phase II laws.

(B) Relationship of Design Manual to Other Laws and Regulations

If the specifications or guidelines of the *Design Manual* are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the *Design Manual*.

(C) Changes to Standards and Specifications

If the standards, specifications, guidelines, policies, criteria, or other information in the *Design Manual* are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the new information shall control and shall be utilized in reviewing the application and in implementing this Ordinance with regard to the application.

108 RELATIONSHIP TO OTHER LAWS, REGULATIONS AND PRIVATE AGREEMENTS

(A) Conflict of Laws

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this Ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this Ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare, shall control.

(B) Private Agreements

This Ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this Ordinance are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this Ordinance shall govern. Nothing in this Ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this Ordinance. In no case shall the Town be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

109 SEVERABILITY

If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this Ordinance.

110 EFFECTIVE DATE AND TRANSITIONAL PROVISIONS

(A) Effective Date

This Ordinance shall take effect on January 1, 2008.

(B) Final Approvals, Complete Applications

All *development* projects for which complete and full applications were submitted and approved by the Town prior to the effective date of this Ordinance and which remain valid, unexpired, unrevoked and not otherwise terminated at the time of *development* shall be exempt from complying with all provisions of this Ordinance dealing with the control and/or management of post-construction runoff, but shall be required to comply with all other applicable provisions [including but not limited to illicit discharge provisions].

(C) Violations Continue

Any violation of provisions existing on the effective date of this Ordinance shall continue to be a violation under this Ordinance and be subject to penalties and enforcement under this Ordinance unless the use, *development*, construction, or other activity complies with the provisions of this Ordinance.

SECTION 2: ADMINISTRATION AND PROCEDURES

201 REVIEW AND DECISION-MAKING ENTITIES

(A) Stormwater Administrator

(1) Designation

A Stormwater Administrator shall be designated by the Town Council to administer and enforce this Ordinance.

(2) Powers and Duties

In addition to the powers and duties that may be conferred by other provisions of the Town Charter, Code of Ordinances, Unified Development Ordinance, and other laws, the Stormwater Administrator shall have the following powers and duties under this Ordinance:

- a. To review and approve, approve with conditions, or disapprove applications for approval of plans pursuant to this Ordinance.
- b. To make determinations and render interpretations of this Ordinance.
- c. To establish application requirements and schedules for submittal and review of applications and appeals, to review and make recommendations to the Town Council on applications for *development* approvals.
- d. To enforce the provisions of this Ordinance in accordance with its enforcement provisions.
- e. To maintain records, maps, forms, and official materials as relate to the adoption, amendment, enforcement, and administration of this Ordinance.
- f. To provide expertise and technical assistance to the Town Council and any Town Council-delegated committee for the purposes of enforcing the provisions of this Ordinance, upon request.
- g. To designate appropriate other person(s) who shall carry out specifically delegated powers and duties of the Stormwater Administrator.
- h. To take any other action necessary to administer the provisions of this Ordinance.

(A) Permit Required; Must Apply for Permit

A stormwater permit is required for all *development* unless exempt pursuant to this Ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

(B) Effect of Permit

A stormwater permit shall govern the design, installation, and construction of stormwater management and control practices on the site, including *SCMs* and elements of site design for stormwater management other than *SCMs*.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the *development* site consistent with the requirements of this Ordinance, whether the approach consists of *SCMs* or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the project; rather, compliance after project construction is assured by the maintenance provisions of this Ordinance.

(C) Authority to File Applications

All applications required pursuant to this Code shall be submitted to the Stormwater Administrator by the land *owner* or the land *owner's* duly authorized agent.

(D) Establishment of Application Requirements, Schedule, and Fees**(1) Application Contents and Form**

The Stormwater Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. At a minimum, the stormwater permit application shall describe in detail how post-*development* stormwater runoff will be controlled and managed, the design of all stormwater facilities and practices, and how the proposed project will meet the requirements of this Ordinance.

(2) Submission Schedule

The Stormwater Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.

(3) Permit Review Fees

The Town Council shall establish permit review fees as well as policies regarding refund of any fees upon withdrawal of an application, and may amend and update the fees and policies from time to time.

(4) Administrative Manual

For applications required under this Code, the Stormwater Administrator shall compile the application requirements, submission schedule, fee schedule, a copy of this Ordinance, and information on how and where to obtain the *Design Manual* in an Administrative Manual, which shall be made available to the public.

(E) Submittal of Complete Application

Applications shall be submitted to the Stormwater Administrator pursuant to the application submittal schedule in the form established by the Stormwater Administrator, along with the appropriate fee established pursuant to this section.

An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this Ordinance, along with the appropriate fee. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.

(F) Review

Within thirty (30) working days after a complete application is submitted, the Stormwater Administrator shall review the application and determine whether the application complies with the standards of this Ordinance.

(1) Approval

If the Stormwater Administrator finds that the application complies with the standards of this Ordinance, the Stormwater Administrator shall approve the application. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this Ordinance. The conditions shall be included as part of the approval.

(2) Fails to Comply

If the Stormwater Administrator finds that the application fails to comply with the standards of this Ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

(3) Revision and Subsequent Review

A complete revised application shall be reviewed by the Stormwater Administrator within thirty (30) working days after its re-submittal and shall be approved, approved with conditions or disapproved.

If a revised application is not re-submitted within thirty (30) calendar days from the date the applicant was notified, the application shall be considered

withdrawn, and a new submittal for the same or substantially the same project shall be required along with the appropriate fee.

One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this Ordinance.

203 APPLICATIONS FOR APPROVAL

(A) Concept Plan and Consultation Meeting

Before a stormwater management permit application is deemed complete, the developer shall schedule a consultation with the Stormwater Administrator on a concept plan for the post-construction stormwater management system to be utilized in the proposed *development* project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the *development* process. The purpose of this meeting is to discuss the post-construction stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced. Local watershed plans, the Unified Development Ordinance, and other relevant resource protection plans should be consulted in the discussion of the concept plan.

To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance of the meeting:

(1) Existing Conditions / Proposed Site Plans

Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

(2) Natural Resources Inventory

A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for *development* and stormwater management

(3) Stormwater Management System Concept Plan

A written or graphic concept plan of the proposed post-*development* stormwater management system including: preliminary selection and location of proposed structural stormwater controls; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

(B) Stormwater Management Permit Application

The stormwater management permit application shall detail how post-*development* stormwater runoff will be controlled and managed and how the proposed project will meet the requirements of this Ordinance, including Section 3, Standards. All such plans shall be prepared by a qualified registered North Carolina professional engineer and the engineer shall perform services only in their area of competence, and shall verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards of this Ordinance and policies found in the *Design Manual*, and that the designs and plans ensure compliance with this Ordinance.

The submittal shall include all of the information required in the submittal checklist established by the Stormwater Administrator. Incomplete submittals shall be treated pursuant to Section 202(E).

(C) As-Built Plans and Final Approval

Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual “as built” plans for all stormwater management facilities or practices after final construction is completed. Electronic versions of the “as-built” plans shall accompany any hardcopy submittal of plans.

The plans shall show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans shall certify, under seal, that the as-built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of this Ordinance. A final inspection and approval by the Stormwater Administrator shall occur before the release of any performance securities.

(D) Other Permits

No certificate of compliance or occupancy shall be issued by the Cabarrus County Commerce Department without final as-built plans and a final inspection and approval by the Stormwater Administrator, except where multiple units are

served by the stormwater practice or facilities, in which case the Cabarrus County Commerce Department may elect to withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

204 APPROVALS

(A) Effect of Approval

Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.

(B) Time Limit/Expiration

An approved plan shall become null and void if the applicant fails to make *substantial progress* on the site within one year after the date of approval. The Stormwater Administrator may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan.

In granting an extension, the Stormwater Administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

205 RIGHT OF APPEAL

(A) Procedure

Any application request for a variance shall be filed with the Stormwater Administrator for transmittal to the Town Council.

The Town Council shall conduct a hearing on the appeal pursuant to the procedures established in NCGS § 160A-388b or Section 3.1.8 of the Town's Unified Development Ordinance.

The Storm Water Board of Adjustment's decision shall be considered a final decision after the Board approves the official minutes containing such during an official meeting and filed with the Town Clerk.

(B) Filing of Appeal and Procedures

Appeals shall be taken within the specified time by filing a notice of appeal and specifying the grounds for appeal on forms provided by the Town. The Stormwater Administrator shall forthwith transmit to the Town Council all documents constituting the record on which the decision appealed from was taken.

The hearing conducted by the Town Council shall be conducted in the nature of a quasi-judicial proceeding with all findings of fact supported by the competent material evidence.

(C) Review by Superior Court

Every decision of the Town Council shall be subject to Superior Court review by proceedings in the nature of certiorari. Petition for review by the Superior Court shall be filed with the Clerk of Superior Court within thirty (30) days after the later of the following:

- (1) The decision of the Town Council is filed; or
- (2) A written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the Stormwater Administrator at the time of its hearing of the case.

(D) Appeal

An aggrieved person may appeal to the Town Council any action taken by the Stormwater Administrator pursuant to Section 205.

SECTION 3: STANDARDS

301 GENERAL STANDARDS

All *development* to which this Ordinance applies shall comply with the standards of this section.

Projects shall be considered low density if it contains no more than 24 percent *built-upon area* or no more than two dwelling units per acre; otherwise, it shall be considered high density. The following requirements shall apply to the calculation of *project* density:

(A) *Project* density shall be calculated as the total *built-upon area* divided by the total *project area*.

(B) A *project* with existing *development* may use the calculation method in Sub-301 (A) or shall have the option of calculating *project* density as the difference of total *built-upon area* minus existing *built-upon area* divided by the difference of total *project area* minus existing *built-upon area*;

SCMs shall be designed, constructed, and maintained so that the project achieves either runoff treatment or runoff volume match. For high density projects designed to achieve runoff treatment, the required storm depth shall be one inch.

Stormwater runoff from the *development* shall be transported from the *development* by vegetated conveyances to the maximum extent practicable.

Post-development discharges from *development* shall minimize downstream private and public property damage resulting from flooding and impact to the performance of public infrastructure.

The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as recorded deed restrictions or protective covenants, to ensure that future *development* maintains the site consistent with the approved plans.

All *development* to which this Ordinance applies shall comply with the standards set forth in section 15 of Article 4 of the Town's Unified Development Ordinance, titled River/Stream Overlay (RSOD) District and pertaining to the preservation of natural vegetated or revegetated areas along designated streams and rivers. Approval of a stormwater plan shall be granted on adherence of the standards of section 4.15 of the Town's Unified Development Ordinance. New stormwater outfalls resulting from *development* authorized under this Ordinance shall be constructed to discharge their stormwater as *sheet flow* prior to entering the *riparian* buffer.

All *development* to which this Ordinance applies shall comply with the soil erosion and sedimentation control standards, where applicable, and administered by North Carolina Department of Environmental Quality. A stormwater permit shall be granted to the *development* once the *development* has received an approved erosion control permit and registered a copy of the permit and plan with the Stormwater Administer.

302 DEVELOPMENT STANDARDS FOR LOW DENSITY PROJECTS

This section shall be applicable to all *development*, pursuant to Subsection (A) of Section 105, Applicability, unless exempt pursuant to Subsection (B) of Section 105, Exemptions. The *development* shall implement design criteria that comply with each of the following standards:

- (A) Drainage systems shall be designed to maximize dispersed flow through vegetated areas and minimize channelization of flow.
- (B) Stormwater that cannot be released as dispersed flow shall be transported by vegetated conveyances. A minimal amount of non-vegetated conveyances for erosion protection or piping for driveways or culverts under a road shall be allowed by the permitting authority when it cannot be avoided. Vegetated conveyances shall meet the following requirements:
 - (1) Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to the Town that the soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and
 - (2) The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm as demonstrated by engineering calculations.
- (C) Low density projects may use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these *curb outlet systems* shall be as follows:
 - (1) The curb outlets shall be designed such that the swale or vegetated area can carry the peak flow from the 10-year storm at a non-erosive velocity.
 - (2) The longitudinal slope of the swale or vegetated area shall not exceed five percent, except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided.
 - (3) The swale's cross-section shall be trapezoidal with a minimum bottom width of two feet.
 - (4) The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical);
 - (5) The minimum length of the swale or vegetated area shall be 100 feet; and
 - (6) Low density projects may use treatment swales designed pursuant to the *Drainage Manual* in lieu of the requirements specified in Sub-items (1) through (5) of this Section.

303 DEVELOPMENT STANDARDS FOR HIGH DENSITY PROJECTS

This section shall be applicable to all *development*, pursuant to Subsection (A) of Section 105, Applicability, unless exempt pursuant to Subsection (B) of Section 105, Exemptions. The *development* shall implement design criteria that comply with each of the following standards:

- (A) Post-*development* peak discharges must be controlled to pre-*development* discharges for, at a minimum, the 1-year, 24-hour storm and the 10-year, 24-hour storm.
- (B) SCM shall be designed, constructed, and maintained so that the development achieves *runoff treatment*.
- (C)
- (C) Stormwater runoff from off-site areas and existing *development* shall not be required to be treated in the SCM. Runoff from off-site areas or existing *development* that is not bypassed shall be included in the sizing of on-site SCMs at its full built-out potential.
- (D) A *development* that controls runoff through an off-site SCM shall be allowed on a case-by-case basis as determined by the Town if the off-site SCM meets the provisions of the Minimum Design Criteria. (E) SCMs shall meet the relevant Minimum Design Criteria set forth in 15A NCAC 2H .1050 through .1062 of this Section except in accordance with Item (6) of 15A NCAC 2H .1003.
- (F) When new *built-upon area* is added to existing *development* or existing *development* is replaced with new *built-upon area*, only the area of net increase shall be subject to this Section.

304 STANDARDS FOR STORMWATER CONTROL MEASURES

(A) Evaluation According to Contents of Design Manual

All SCMs and stormwater management practices required under this Ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each SCMs and stormwater management practices, in the *Design Manual*. The Stormwater Administrator shall determine whether specific types and applications of SCMs and stormwater management practices will be adequate to meet the requirements of this Ordinance. Guidance on selecting an appropriate SCMs and stormwater management practices is provided in the *Design Manual*.

(B) Determination of Adequacy; Presumptions and Alternatives

SCMs and stormwater management practices that are designed, constructed, and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this Ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this Ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples as necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.

305 VARIANCES

(A) Any person may petition the Town Council for a variance granting permission to use the person's land in a manner otherwise prohibited by this Ordinance. To qualify for a variance, the petitioner must show all of the following:

- (1) Unnecessary hardships would result from strict application of this Ordinance.
- (2) The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property.
- (3) The hardships did not result from actions taken by the petitioner.
- (4) The requested variance is consistent with the spirit, purpose, and intent of this Ordinance; will secure public safety and welfare; and will preserve substantial justice.

(B) The Town Council may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

SECTION 4: MAINTENANCE

401 GENERAL STANDARDS FOR MAINTENANCE

(A) Function of BMPs As Intended

(B) The *owner* of each *SCM* installed pursuant to this Ordinance shall maintain and operate it to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the *SCM* was designed. Annual Maintenance Inspection and Report

The person responsible for maintenance of any *SCM* installed pursuant to this Ordinance shall submit to the Stormwater Administrator an inspection report from a qualified registered North Carolina professional engineer performing services only in their area of competence. The inspection report, at a minimum, shall contain all of the following:

- (1) The name and address of the land *owner*;
- (2) The recorded book and page number of the lot of each *SCM*;
- (3) A statement that an inspection was made of all *SCMs*;
- (4) The date the inspection was made;
- (5) A statement that all inspected *SCMs* are performing properly and comply with the terms and conditions of the approved maintenance agreement required by this Ordinance;
- (6) The original signature and seal of the engineer inspecting the *SCMs*; and
- (7) Digital photographs of the *SCMs* and pertinent components integral to its operation, including but not limited to inlet/outlet control structures, downstream receiving channel/area, embankments and spillways, safety features, and vegetation.

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the date of as-built certification and each year thereafter on or before the date of the as-built certification or as determined by the Stormwater Administrator.

(C) Maintenance Easement

Every *SCM* installed pursuant to this Ordinance shall be made accessible for adequate maintenance and repair by a maintenance easement. The easement shall be recorded on the plans and included as an attachment with the operation and maintenance agreement. The easement's terms shall specify who may make use of the easement and for what purposes.

(A) In General

Prior to the conveyance or transfer of any lot or building site to be served by a *SCM* pursuant to this Ordinance, and prior to issuance of any permit for *development* requiring a *SCM* pursuant to this Ordinance, the applicant or *owner* of the site must execute an operation and maintenance agreement that shall be binding on all subsequent *owners* of the site, portions of the site, and lots or parcels served by the *SCM*. Until the transference of all property, sites, or lots served by the *SCM*, the original *owner* or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement shall require the *owner* or *owners* to maintain, repair and, if necessary, reconstruct the *SCM*, and shall state the terms, conditions, and schedule of maintenance for the *SCM*. In addition, it shall grant to the Town a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the *SCM*; however, in no case shall the right of entry, of itself, confer an obligation on the Town to assume responsibility for the *SCM*.

(B) The operation and maintenance agreement must be approved by the Stormwater Administrator prior to plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Stormwater Administrator within fourteen (14) days following its recordation. Special Requirement for Homeowners' and Other Associations

For all *SCMs* required pursuant to this Ordinance and that are to be or are owned and maintained by a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the association shall continuously operate and maintain the stormwater control and management facilities.
- (2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the *SCMs*. If *SCMs* are not performing adequately or as intended or are not properly maintained, the Town, in its sole discretion, may remedy the situation, and in such instances, the Town shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the *SCMs*, provided that the Town shall first consent to the expenditure.
- (3) Both developer contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial

construction cost of the *SCMs*. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the *SCMs*. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.

- (4) The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Town depending on the design and materials of the stormwater control and management facility.
- (5) Granting to the Town a right of entry to inspect, monitor, maintain, repair, and reconstruct *SCMs*.
- (6) Allowing the Town to recover from the association and its members any and all costs the Town expends to maintain or repair the *SCMs* or to correct any operational deficiencies. Failure to pay the Town all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In the case of deficiency, the Town shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (7) A statement that this agreement shall not obligate the Town to maintain or repair any *SCMs*, and the Town shall not be liable to any person for the condition or operation of *SCMs*.
- (8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the Town to enforce any of its ordinances as authorized by law.
- (9) A provision indemnifying and holding harmless the Town for any costs and injuries arising from or related to the *SCM*, unless the Town has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.

403 INSPECTION PROGRAM

Inspections and inspection programs by the Town may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in BMPs; and evaluating the condition of BMPs.

If the *owner* or occupant of any property refuses to permit such inspection, the Stormwater Administrator shall proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Stormwater Administrator while carrying out his or her official duties.

404 PERFORMANCE SECURITY FOR INSTALLATION AND MAINTENANCE

(A) May Be Required

The Town, at its discretion, may require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the *SCMs* are

(1) installed by the permit holder as required by the approved stormwater management plan, and/or

(2) maintained by the *owner* as required by the operation and maintenance agreement.

(B) Amount

(1) Installation

The amount of an installation performance security shall be the total estimated construction cost of the BMPs approved under the permit, plus 25%.

(2) Maintenance

The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the BMPs approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.

(C) Uses of Performance Security

(1) Forfeiture Provisions

The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or *owner* in accordance with this Ordinance, approvals issued pursuant to this Ordinance, or an operation and maintenance agreement established pursuant to this Ordinance.

(2) Default

Upon default of the *owner* to construct, maintain, repair and, if necessary, reconstruct any *SCMs* in accordance with the applicable permit or operation and maintenance agreement, the Stormwater Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the *owner* to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the Town shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

(3) Costs in Excess of Performance Security

If the Town takes action upon such failure by the applicant or *owner*, the Town may collect from the applicant or *owner* the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

(4) Refund

Within sixty days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the BMPs covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

405 NOTICE TO OWNERS

(A) Deed Recordation and Indications On Plat

The applicable operations and maintenance agreement pertaining to every *SCMs* shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. If no subdivision plat is recorded for the site, then the operations and maintenance agreement shall be recorded with the county Register of Deeds to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

406 RECORDS OF INSTALLATION AND MAINTENANCE ACTIVITIES

The *owner* of each *SCM* shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Stormwater Administrator.

407 NUISANCE

The *owner* of each *SCM* or stormwater management practices shall maintain it so as not to create or result in a nuisance condition, such as but not limited to flooding, erosion,

excessive algal growth, overgrown vegetation, mosquito breeding habitat, existence of unsightly debris, or impairments to public safety and health.

SECTION 5: ENFORCEMENT AND VIOLATIONS

501 GENERAL

(A) Authority to Enforce

The provisions of this Ordinance shall be enforced by the Stormwater Administrator, his or her designee, or any authorized agent of the Town. Whenever this section refers to the Stormwater Administrator, it includes his or her designee as well as any authorized agent of the Town.

(B) Violation Unlawful

Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this Ordinance, or the terms or conditions of any permit or other *development* approval or authorization granted pursuant to this Ordinance, is unlawful and shall constitute a violation of this Ordinance.

(C) Each Day a Separate Offense

Each day that a violation continues shall constitute a separate and distinct violation or offense.

(D) Responsible Persons/Entities

Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, BMP, practice, or condition in violation of this Ordinance shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this Ordinance, or fails to take appropriate action, so that a violation of this Ordinance results or persists; or an *owner*, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or *development* of the property on which the violation occurs.

For the purposes of this article, responsible person(s) shall include but not be limited to:

(1) Person Maintaining Condition Resulting In or Constituting Violation

An architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this Ordinance, or fails to take appropriate action, so that a violation of this Ordinance results or persists.

(2) Responsibility For Land or Use of Land

The *owner* of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, *development* of the property.

502 REMEDIES AND PENALTIES

The remedies and penalties provided for violations of this Ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(A) Remedies

(1) Withholding of Certificate of Occupancy

The Stormwater Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(2) Disapproval of Subsequent Permits and Development Approvals

As long as a violation of this Ordinance continues and remains uncorrected, the Stormwater Administrator or other authorized agent may withhold, and the Town may disapprove, any request for permit or *development* approval or authorization provided for by this Ordinance for the land on which the violation occurs.

(3) Injunction, Abatements, etc.

The Stormwater Administrator, with the written authorization of the Town, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this Ordinance. Any person violating this Ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

(4) Correction as Public Health Nuisance, Costs as Lien, etc.

If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by North Carolina G.S. § 160A-193, the Stormwater Administrator, with the written authorization of the Town, may cause the violation to be corrected and the costs to be assessed as a lien against the property.

(5) Stop Work Order

The Stormwater Administrator may issue a stop work order to the person(s) violating this Ordinance. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

(B) Civil Penalties

Violation of this Ordinance may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the Stormwater Administrator. Civil penalties may be assessed up to the full amount of penalty to which the Town is subject for violations of its Phase II Stormwater permit.

(C) Criminal Penalties

Violation of this Ordinance may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law.

503 PROCEDURES

(A) Initiation/Complaint

Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Stormwater Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Stormwater Administrator.

(B) Inspection

The Stormwater Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this Ordinance.

(C) Notice of Violation and Order to Correct

When the Stormwater Administrator finds that any building, structure, or land is in violation of this Ordinance, the Stormwater Administrator shall notify, in writing, the property *owner* or other person violating this Ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The Stormwater Administrator may deliver the notice of violation and correction order personally, by certified or registered mail, return receipt requested, or by

any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

If a violation is not corrected within a reasonable period, as provided in the notification, the Stormwater Administrator may take appropriate action under this Ordinance to correct and abate the violation and to ensure compliance with this Ordinance.

(D) Extension of Time

A person who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the Stormwater Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Stormwater Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding ten (10) days. The Stormwater Administrator may grant five (5)-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this Ordinance. The Stormwater Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

(E) Enforcement After Time to Correct

After the time has expired to correct a violation, including any extension(s) if authorized by the Stormwater Administrator, the Stormwater Administrator shall determine if the violation is corrected. If the violation is not corrected, the Stormwater Administrator may act to impose one or more of the remedies and penalties authorized by this Ordinance.

(F) Emergency Enforcement

If delay in correcting a violation would seriously threaten the effective enforcement of this Ordinance or pose an immediate danger to the public health, safety, or welfare, then the Stormwater Administrator may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Stormwater Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

SECTION 6: DEFINITIONS

601 TERMS DEFINED

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise.

1-year, 24-hour storm

The surface runoff resulting from a 24-hour rainfall intensity expected to be equaled or exceeded, on average, once in 12 months and with duration of 24 hours.

10-year, 24-hour storm

The surface runoff resulting from a 24-hour rainfall intensity expected to be equaled or exceeded, on average, 1 in 10 chances in 12 months and with duration of 24 hours.

Built-upon area (BUA)

That portion of a *development* project that is covered by impervious or partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface to the subsoil. *Built-upon area* includes but is not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. *Built-upon area* does not include a slatted deck, the water area of a swimming pool, a surface of number 57 stone, as designated by the American Society of Testing and Materials, laid at least four inches thick over a geotextile fabric, or a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour).

Curb Outlet System

Constructed curb and gutter with breaks or other outlets used to convey stormwater runoff to vegetated conveyances or other vegetated areas.

Department

The North Carolina Department of Environmental Quality.

Design Manual

A single document or manual or collection of documents and manuals referenced by the Town containing policy, criteria, and information, including technical specifications and standards, for designing and operating *SCMs* and any conveyances, appurtenances, or other structures to or from the BMP. All references herein to the *Design Manual* are to the latest published edition or revision.

Development

Any land-disturbing activity that increases the amount of *built-upon area* or that otherwise decreases the infiltration of precipitation into the subsoil. When additional development occurs at a site that has existing development, the built-upon area of the existing development shall not be included in the density calculations for additional stormwater control requirements, and stormwater control requirements cannot be applied retroactively to existing development, unless otherwise required by federal law.

Division

The Division of Energy, Mineral and Land Resources in the *Department*.

Future Service Area

The land area located in Cabarrus County that the Town of Harrisburg could potentially provide municipal services and governance to in the future. This Ordinance will be administered throughout. This area should not be confused with the municipal limits or the extra-territorial jurisdiction area of the Town.

Larger common plan of development or sale

Any area where multiple separate and distinct construction or land-disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including but not limited to a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including but not limited to boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.

Owner

The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. Owner shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of owner under another description in this definition, such as a management entity.

Project

Means the proposed *development* activity for which an applicant is seeking a stormwater permit from the state or other entity in accordance with this Section. "Project" shall exclude any land adjacent to the area disturbed by the project that has been counted as pervious by any other *development* regulated under a federal, State, or local stormwater regulation. Owners and developers of large developments consisting of many linked projects may consider developing a master plan that illustrates how each project fits into the design of the large *development*.

Redevelopment

Any land-disturbing activity that does not result in a net increase in built-upon area and that provides greater or equal stormwater control to that of the previous development.

Riparian

Of or pertaining to the landscape interface between an upland area and a flowing surface water body. Riparian areas exhibit their own significance in geography, particularly ecology and hydrology, which are significantly influenced by its relationship with the surface water body.

Runoff Treatment

Means by which the volume of stormwater runoff generated from all of the *built-upon area* of a *project* at build-out during a storm of the required storm depth is treated in one or more primary *SCMs* or a combination of Primary and Secondary *SCMs* that provides equal or better treatment.

Runoff Volume Match

Means that the annual runoff volume after *development* shall not be more than ten percent higher than the annual runoff volume before *development*,

Sheet Flow

Conveyance of surface water or runoff at a depth significantly less than the width of the flow path on which it flows. Sheet flow is maintained until the flow begins to concentrate into rills or micro-channels. The purpose for sheet flow in regards to this Ordinance is that sheet flow maintains a lower energy and higher surface area of contact with the flow path than concentrated flow.

Stormwater Control Measures

Means a permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof. Also known as SCM, Best Management Practice or BMP.

Substantial progress

For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than thirty (30) days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. Substantial progress for purposes of determining whether an approved plan is null and void is not necessarily the same as substantial expenditures used for determining vested rights pursuant to applicable law.

SECTION 7: ILLICIT DISCHARGES

701 ILLICIT DISCHARGES AND CONNECTIONS

(A) Illicit Discharges

No person shall cause or allow the discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the State, or upon the land in manner and amount that the substance is likely to reach a stormwater conveyance or the waters of the State, any liquid, solid, gas, or other substance, other than stormwater.

(B) Non-Stormwater Discharges

Non-stormwater discharges associated with the following activities, as specified in 40 CFR 122.26, are allowed, provided that they do not significantly impact water quality:

- (1) Water line flushing;
- (2) Landscape irrigation;
- (3) Diverted stream flows;
- (4) Rising ground waters;
- (5) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));
- (6) Uncontaminated pumped ground water;
- (7) Discharges from potable water sources;
- (8) Foundation drains;
- (9) Air conditioning condensation;
- (10) Irrigation water;
- (11) Springs;
- (12) Water from crawl space pumps;
- (13) Footing drains;
- (14) Lawn watering;
- (15) Individual residential and charity car washing;
- (16) Flows from *riparian* habitats and wetlands;
- (17) Dechlorinated swimming pool discharges;
- (18) Street wash water; and

(19) Flows from firefighting activities

(19) Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by the State of North Carolina, and provided that any such discharges to the municipal separate storm sewer system shall be authorized by Town.

Prohibited substances include but are not limited to oil, anti-freeze, chemicals, animal waste, paints, garbage, and litter.

(C) Illicit Connections

(1) Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in subsection (A) above, are unlawful. Prohibited connections include, but are not limited to floor drains, wastewater from washing machines or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and wastewater from septic systems.

(2) Where such connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance prohibiting such connections, the property *owner* or the person using said connection shall remove the connection within one year following the effective date of this Ordinance. However, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

(3) Where it is determined that said connection:

- a. May result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or
- b. Was made in violation of any applicable regulation or ordinance, other than this section;

The Stormwater Administrator shall designate the time within which the connection shall be removed. In setting the time limit for compliance, the Stormwater Administrator shall take into consideration:

1. The quantity and complexity of the work,
2. The consequences of delay,
3. The potential harm to the environment, to the public health, and to public and private property, and
4. The cost of remedying the damage.

(D) Spills

Spills or leaks of polluting substances released, discharged to, or having the potential to released or discharged to the stormwater conveyance system, shall be contained,

controlled, collected, and properly disposed. All affected areas shall be restored to their preexisting condition.

Persons in control of the polluting substances immediately prior to their release or discharge, and persons owning the property on which the substances were released or discharged, shall immediately notify the Town's Fire Department of the release or discharge, as well as making any required notifications under state and federal law. Notification shall not relieve any person of any expenses related to the restoration, loss, damage, or any other liability, which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability that may be imposed by State or other law.

(E) Nuisance

When illicit discharges and illicit connections, which exist within the Town, are hereby found, deemed, and declared to be dangerous or prejudiced to the public health or public safety and are found, deemed, and declared to be public nuisances. Such public nuisances shall be abated in accordance with the procedures set forth in Chapter 920 of the Town's Code of Ordinances.

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SECTION 1: GENERAL PROVISIONS

101 TITLE

This Ordinance shall be officially known as “The Stormwater Quality Ordinance.” It is referred to herein as “this Ordinance.”

102 AUTHORITY

The Town Council of the Town of Harrisburg, further referred to herein as “the Town”, is authorized to adopt this Ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; the Charter of the Town of Harrisburg, North Carolina; North Carolina General Statutes 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; and Session Law 2004-163; Chapter 160A, §§ 174, 185.

103 FINDINGS

It is hereby determined that:

Development ~~and redevelopment~~ alter the hydrologic response of local watersheds and increases stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reducing groundwater recharge;

These changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology which are harmful to public health and safety as well as to the natural environment; and

These effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from *development* sites.

Further, the Federal Water Pollution Control Act of 1972 (“Clean Water Act”) and federal Phase II Stormwater Rules promulgated under it, as well as rules of the North Carolina Environmental Management Commission promulgated in response to federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt the minimum stormwater controls such as those included in this Ordinance.

Therefore, the Town Council establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of stormwater runoff and discharge.

104 PURPOSE

(A) General

The purpose of this Ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-*development* stormwater runoff and nonpoint and point source pollution associated with new *development* ~~and redevelopment~~ as well as illicit discharges into municipal stormwater systems. It has been determined that proper

management of construction-related and post-*development* stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, and general welfare, and protect water and aquatic resources.

(B) Specific

This Ordinance seeks to meet its general purpose through the following specific objectives and means:

1. Establishing decision-making processes for *development* that protects the integrity of watersheds and preserves the health of water resources;
2. Requiring that new *development-and-redevelopment* maintain the pre-*development* hydrologic response in their post-*development* state as nearly as practicable for the applicable design storm to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;
3. Establishing minimum post-*development* stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
4. Establishing design and review criteria for the construction, function, and use of ~~structural~~ stormwater ~~BMPs~~ control measures (SCMs) that may be used to meet the minimum post-*development* stormwater management standards;
5. Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of green space, *riparian* buffers, and other conservation areas to the maximum extent practicable;
6. Establishing provisions for the long-term responsibility for and maintenance of ~~structural and nonstructural stormwater BMPs~~ SCMs to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;
7. Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to assure appropriate long-term maintenance;
8. Controlling illicit discharges into the municipal separate stormwater system;
9. Controlling erosion and sedimentation from construction activities.

(A) Applicability

Beginning with and subsequent to its effective date, this Ordinance shall be applicable to all *development* ~~and redevelopment~~, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to Subsection (B) of this Section, Exemptions.

Development that cumulatively disturbs more than 10,000 square feet and or is part of a *larger common plan of development or sale* that cumulatively disturbs more than 10,000 square feet must comply with the provisions of this Ordinance and the Standards set forth in Section 3, Standards.

~~*Redevelopment* that cumulatively disturbs more than one acre or is part of a larger common plan of development or sale that cumulatively disturbs more than one acre must comply with the provisions of this Ordinance and the Standards set forth in Section 3, Standards.~~

Development ~~and redevelopment~~ are part of a *larger common plan of development or sale*, even though multiple, separate or distinct activities may take place at different times on different schedules and by different developers.

(B) Exemptions**Redevelopment as defined in this Ordinance**

Activities that are exempt from permit requirements of Section 404 of the federal Clean Water Act as specified in 40 CFR 232 (primarily, non-point source agricultural and silvicultural (forestry) activities) are exempt from the provisions of this Ordinance.

(C) No Development ~~or Redevelopment~~ Until Compliance and Permit

No *development* ~~or redevelopment~~ shall occur except in compliance with the provisions of this Ordinance or unless exempted. No *development* ~~or redevelopment~~ for which a permit is required pursuant to this Ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

(D) Jurisdiction

The provisions of this Ordinance shall apply to all public or private building(s), land(s), and use(s) thereon over which the Town has or will have future jurisdiction under the constitution(s) and law(s) of the State of North Carolina and of the United States, including any areas within the jurisdiction of the Town pursuant to NCGS § 160A-360. Pursuant to NCGS § 160A-392, each provision of this Ordinance is applicable to the erection, construction, and use of buildings by the State of North Carolina and its political subdivisions

(E) Map

The provisions of this Ordinance shall apply within the areas designated on the map titled "Stormwater Quality Map of Harrisburg, North Carolina" ("the Stormwater Map"), which is adopted simultaneously herewith. The Stormwater Map and all explanatory matter contained thereon accompanies and is hereby made a part of this Ordinance.

The Stormwater Map shall be kept on file by the Stormwater Administrator and shall be updated to take into account changes to the *future service area* covered by this Ordinance and the geographic location of all *SCMs* permitted under this Ordinance. In the event of a dispute, the applicability of this Ordinance to a particular area of land or BMP shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

106 INTERPRETATION

(A) Meaning and Intent

All provisions, terms, phrases, and expressions contained in this Ordinance shall be construed according to the general and specific purposes set forth in Section 104, Purpose. If a different or more specific meaning is given for a term defined elsewhere in the Town's Unified Development Ordinance or other ordinances, the meaning and application of the term in this Ordinance shall control for purposes of application of this Ordinance.

(B) Text Controls in Event of Conflict

In the event of a conflict or inconsistency between the text of this Ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.

(C) Authority for Interpretation

The Stormwater Administrator has authority to determine the interpretation of this Ordinance. Any person may request an interpretation by submitting a written request to the Stormwater Administrator, who shall respond in writing within 30 days. The Stormwater Administrator shall keep on file a record of all written interpretations of this Ordinance.

(D) References to Statutes, Regulations, and Documents

Whenever reference is made to a resolution, ordinance, statute, regulation, manual or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

(E) Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Town, the deadline or required

date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the Town. References to days are calendar days unless otherwise stated.

(F) Delegation of Authority

Any act authorized by this Ordinance to be carried out by the Stormwater Administrator of the Town may be carried out by his or her designee.

107 DESIGN MANUAL

(A) Reference to Design Manual

The Stormwater Administrator shall use the policy, criteria, and information, including technical specifications and standards, in the *Design Manual* as the basis for decisions about stormwater permits and about the design, implementation and performance of SCMs and stormwater management practices.

The *Design Manual* includes a list of acceptable SCMs and stormwater management practices and provides instruction for design and analysis methodologies. SCMs and stormwater management practices that are designed, constructed, and maintained in accordance with these methodologies and the Standards of this Ordinance will be presumed to meet the minimum water quality performance standards of the Phase II laws.

The *Design Manual* may consist of one or several acceptable manuals or documents determined by the Stormwater Administrator. The Stormwater Administrator may add or remove manuals or documents from reference at their discretion in order to provide the guidance to meet this Ordinance and Phase II laws.

(B) Relationship of Design Manual to Other Laws and Regulations

If the specifications or guidelines of the *Design Manual* are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the *Design Manual*.

(C) Changes to Standards and Specifications

If the standards, specifications, guidelines, policies, criteria, or other information in the *Design Manual* are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the new information shall control and shall be utilized in reviewing the application and in implementing this Ordinance with regard to the application.

108 RELATIONSHIP TO OTHER LAWS, REGULATIONS AND PRIVATE AGREEMENTS

(A) Conflict of Laws

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this Ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this Ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare, shall control.

(B) Private Agreements

This Ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this Ordinance are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this Ordinance shall govern. Nothing in this Ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this Ordinance. In no case shall the Town be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

109 SEVERABILITY

If the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this Ordinance.

110 EFFECTIVE DATE AND TRANSITIONAL PROVISIONS

(A) Effective Date

This Ordinance shall take effect on January 1, 2008.

(B) Final Approvals, Complete Applications

All ~~development-and-redevelopment~~ projects for which complete and full applications were submitted and approved by the Town prior to the effective date of this Ordinance and which remain valid, unexpired, unrevoked and not otherwise terminated at the time of ~~development or redevelopment~~ shall be exempt from complying with all provisions of this Ordinance dealing with the control and/or management of post-construction runoff, but shall be required to comply with all other applicable provisions [including but not limited to illicit discharge provisions].

(C) Violations Continue

Any violation of provisions existing on the effective date of this Ordinance shall continue to be a violation under this Ordinance and be subject to penalties and enforcement under this Ordinance unless the use, *development*, construction, or other activity complies with the provisions of this Ordinance.

SECTION 2: ADMINISTRATION AND PROCEDURES

201 REVIEW AND DECISION-MAKING ENTITIES

(A) Stormwater Administrator

(1) Designation

A Stormwater Administrator shall be designated by the Town Council to administer and enforce this Ordinance.

(2) Powers and Duties

In addition to the powers and duties that may be conferred by other provisions of the Town Charter, Code of Ordinances, Unified Development Ordinance, and other laws, the Stormwater Administrator shall have the following powers and duties under this Ordinance:

- a. To review and approve, approve with conditions, or disapprove applications for approval of plans pursuant to this Ordinance.
- b. To make determinations and render interpretations of this Ordinance.
- c. To establish application requirements and schedules for submittal and review of applications and appeals, to review and make recommendations to the Town Council on applications for *development* ~~or redevelopment~~ approvals.
- d. To enforce the provisions of this Ordinance in accordance with its enforcement provisions.
- e. To maintain records, maps, forms, and official materials as relate to the adoption, amendment, enforcement, and administration of this Ordinance.
- f. To provide expertise and technical assistance to the Town Council and any Town Council-delegated committee for the purposes of enforcing the provisions of this Ordinance, upon request.
- g. To designate appropriate other person(s) who shall carry out specifically delegated powers and duties of the Stormwater Administrator.
- h. To take any other action necessary to administer the provisions of this Ordinance.

(A) Permit Required; Must Apply for Permit

A stormwater permit is required for all *development and redevelopment* unless exempt pursuant to this Ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.

(B) Effect of Permit

A stormwater permit shall govern the design, installation, and construction of stormwater management and control practices on the site, including *sSCMs* and elements of site design for stormwater management other than *sSCMs*.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the *development or redevelopment* site consistent with the requirements of this Ordinance, whether the approach consists of *sSCMs* or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the project; rather, compliance after project construction is assured by the maintenance provisions of this Ordinance.

(C) Authority to File Applications

All applications required pursuant to this Code shall be submitted to the Stormwater Administrator by the land *owner* or the land *owner's* duly authorized agent.

(D) Establishment of Application Requirements, Schedule, and Fees**(1) Application Contents and Form**

The Stormwater Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. At a minimum, the stormwater permit application shall describe in detail how post-*development* stormwater runoff will be controlled and managed, the design of all stormwater facilities and practices, and how the proposed project will meet the requirements of this Ordinance.

(2) Submission Schedule

The Stormwater Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.

(3) Permit Review Fees

The Town Council shall establish permit review fees as well as policies regarding refund of any fees upon withdrawal of an application, and may amend and update the fees and policies from time to time.

(4) Administrative Manual

For applications required under this Code, the Stormwater Administrator shall compile the application requirements, submission schedule, fee schedule, a copy of this Ordinance, and information on how and where to obtain the *Design Manual* in an Administrative Manual, which shall be made available to the public.

(E) Submittal of Complete Application

Applications shall be submitted to the Stormwater Administrator pursuant to the application submittal schedule in the form established by the Stormwater Administrator, along with the appropriate fee established pursuant to this section.

An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this Ordinance, along with the appropriate fee. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.

(F) Review

Within thirty (30) working days after a complete application is submitted, the Stormwater Administrator shall review the application and determine whether the application complies with the standards of this Ordinance.

(1) Approval

If the Stormwater Administrator finds that the application complies with the standards of this Ordinance, the Stormwater Administrator shall approve the application. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this Ordinance. The conditions shall be included as part of the approval.

(2) Fails to Comply

If the Stormwater Administrator finds that the application fails to comply with the standards of this Ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application.

(3) Revision and Subsequent Review

A complete revised application shall be reviewed by the Stormwater Administrator within thirty (30) working days after its re-submittal and shall be approved, approved with conditions or disapproved.

If a revised application is not re-submitted within thirty (30) calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same project shall be required along with the appropriate fee.

One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this Ordinance.

203 APPLICATIONS FOR APPROVAL

(A) Concept Plan and Consultation Meeting

Before a stormwater management permit application is deemed complete, the developer shall schedule a consultation with the Stormwater Administrator on a concept plan for the post-construction stormwater management system to be utilized in the proposed *development* project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the *development* process. The purpose of this meeting is to discuss the post-construction stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced. Local watershed plans, the Unified Development Ordinance, and other relevant resource protection plans should be consulted in the discussion of the concept plan.

To accomplish this goal, the following information should be included in the concept plan, which should be submitted in advance of the meeting:

(1) Existing Conditions / Proposed Site Plans

Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

(2) Natural Resources Inventory

A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover,

geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for *development* and stormwater management

(3) Stormwater Management System Concept Plan

A written or graphic concept plan of the proposed post-*development* stormwater management system including: preliminary selection and location of proposed structural stormwater controls; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

(B) Stormwater Management Permit Application

The stormwater management permit application shall detail how post-*development* stormwater runoff will be controlled and managed and how the proposed project will meet the requirements of this Ordinance, including Section 3, Standards. All such plans shall be prepared by a qualified registered North Carolina professional engineer and the engineer shall perform services only in their area of competence, and shall verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards of this Ordinance and policies found in the *Design Manual*, and that the designs and plans ensure compliance with this Ordinance.

The submittal shall include all of the information required in the submittal checklist established by the Stormwater Administrator. Incomplete submittals shall be treated pursuant to Section 202(E).

(C) As-Built Plans and Final Approval

Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit actual “as built” plans for all stormwater management facilities or practices after final construction is completed. Electronic versions of the “as-built” plans shall accompany any hardcopy submittal of plans.

The plans shall show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans shall certify, under seal, that the as-built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and

with the requirements of this Ordinance. A final inspection and approval by the Stormwater Administrator shall occur before the release of any performance securities.

(D) Other Permits

No certificate of compliance or occupancy shall be issued by the Cabarrus County Commerce Department without final as-built plans and a final inspection and approval by the Stormwater Administrator, except where multiple units are served by the stormwater practice or facilities, in which case the Cabarrus County Commerce Department may elect to withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

204 APPROVALS

(A) Effect of Approval

Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.

(B) Time Limit/Expiration

An approved plan shall become null and void if the applicant fails to make *substantial progress* on the site within one year after the date of approval. The Stormwater Administrator may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan.

In granting an extension, the Stormwater Administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

205 RIGHT OF APPEAL

(A) Procedure

Any application request for a variance shall be filed with the Stormwater Administrator for transmittal to the Town Council.

The Town Council shall conduct a hearing on the appeal pursuant to the procedures established in NCGS § 160A-388b or Section 3.1.8 of the Town's Unified Development Ordinance.

The Storm Water Board of Adjustment's decision shall be considered a final decision after the Board approves the official minutes containing such during an official meeting and filed with the Town Clerk.

(B) Filing of Appeal and Procedures

Appeals shall be taken within the specified time by filing a notice of appeal and specifying the grounds for appeal on forms provided by the Town. The Stormwater Administrator shall forthwith transmit to the Town Council all documents constituting the record on which the decision appealed from was taken.

The hearing conducted by the Town Council shall be conducted in the nature of a quasi-judicial proceeding with all findings of fact supported by the competent material evidence.

(C) Review by Superior Court

Every decision of the Town Council shall be subject to Superior Court review by proceedings in the nature of certiorari. Petition for review by the Superior Court shall be filed with the Clerk of Superior Court within thirty (30) days after the later of the following:

- (1) The decision of the Town Council is filed; or
- (2) A written copy thereof is delivered to every aggrieved party who has filed a written request for such copy with the Stormwater Administrator at the time of its hearing of the case.

(D) Appeal

An aggrieved person may appeal to the Town Council any action taken by the Stormwater Administrator pursuant to Section 205.

SECTION 3: STANDARDS

301 GENERAL STANDARDS

All *development and redevelopment* to which this Ordinance applies shall comply with the standards of this section.

Projects shall be considered low density if it contains no more than 24 percent built-upon area or no more than two dwelling units per acre; otherwise, it shall be considered high density. The following requirements shall apply to the calculation of project density:

(A) Project density shall be calculated as the total built-upon area divided by the total project area.

(B) A project with existing development may use the calculation method in Sub-301 (A) or shall have the option of calculating project density as the difference of total built-upon area minus existing built-upon area divided by the difference of total project area minus existing built-upon area;

SCMs shall be designed, constructed, and maintained so that the project achieves either runoff treatment or runoff volume match. For high density projects designed to achieve runoff treatment, the required storm depth shall be one inch.

Stormwater runoff from the *development* shall be transported from the *development* by vegetated conveyances to the maximum extent practicable.

Post-development discharges from development shall minimize downstream private and public property damage resulting from flooding and impact to the performance of public infrastructure.

The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as recorded deed restrictions or protective covenants, to ensure that future development maintains the site consistent with the approved plans.

All *development and redevelopment* to which this Ordinance applies shall comply with the standards set forth in section 15 of Article 4 of the Town's Unified Development Ordinance, titled River/Stream Overlay (RSOD) District and pertaining to the preservation of natural vegetated or revegetated areas along designated streams and rivers. Approval of a stormwater plan shall be granted on adherence of the standards of section 4.15 of the Town's Unified Development Ordinance. New stormwater outfalls resulting from *development and redevelopment* authorized under this Ordinance shall be constructed to discharge their stormwater as *sheet flow* prior to entering the *riparian* buffer.

All *development and redevelopment* to which this Ordinance applies shall comply with the soil erosion and sedimentation control standards, where applicable, and administered by Cabarrus County Commerce North Carolina Department of Environmental Quality. A stormwater permit shall be granted to the *development or redevelopment* once the *development or redevelopment* has received an approved erosion control permit and registered a copy of the permit and plan with the Stormwater Administer.

302 DEVELOPMENT STANDARDS FOR LOW DENSITY PROJECTS

This section shall be applicable to all *development* ~~and redevelopment~~, pursuant to Subsection (A) of Section 105, Applicability, unless exempt pursuant to Subsection (B) of Section 105, Exemptions. The *development* ~~and redevelopment~~ shall implement design criteria that comply with each of the following standards:

- (A) Drainage systems shall be designed to maximize dispersed flow through vegetated areas and minimize channelization of flow.
- (B) Stormwater that cannot be released as dispersed flow shall be transported by vegetated conveyances. A minimal amount of non-vegetated conveyances for erosion protection or piping for driveways or culverts under a road shall be allowed by the permitting authority when it cannot be avoided. Vegetated conveyances shall meet the following requirements:
 - (1) Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to the Town that the soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and
 - (2) The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm as demonstrated by engineering calculations.
- (C) Low density projects may use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:
 - (1) The curb outlets shall be designed such that the swale or vegetated area can carry the peak flow from the 10-year storm at a non-erosive velocity.
 - (2) The longitudinal slope of the swale or vegetated area shall not exceed five percent, except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided.
 - (3) The swale's cross-section shall be trapezoidal with a minimum bottom width of two feet.
 - (4) The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical);.
 - (5) The minimum length of the swale or vegetated area shall be 100 feet; and
 - (6) Low density projects may use treatment swales designed pursuant to the *Drainage Manual* in lieu of the requirements specified in Sub-items (1) through (5) of this Section.

303 **DEVELOPMENT STANDARDS FOR HIGH DENSITY PROJECTS**

This section shall be applicable to all *development*, pursuant to Subsection (A) of Section 105, Applicability, unless exempt pursuant to Subsection (B) of Section 105, Exemptions. The *development* shall implement design criteria that comply with each of the following standards:

(A) Post-*development* peak discharges must be controlled to pre-*development* discharges for, at a minimum, the 1-year, 24-hour storm and the 10-year, 24-hour storm.

(B) ~~(C)~~ Applicants shall have SCM shall be designed, constructed, and maintained so that the option to design projects to achieve "*runoff volume match*" in lieu of "*development achieves runoff treatment*".

~~(C)~~ _____

(C) Stormwater runoff from off-site areas and existing *development* shall not be required to be treated in the SCM. Runoff from off-site areas or existing *development* that is not bypassed shall be included in the sizing of on-site SCMs at its full built-out potential.

(D) A *development* that controls runoff through an off-site SCM shall be allowed on a case-by-case basis as those terms are defined in Rule .1002 determined by the Town if the off-site SCM meets the provisions of the Minimum Design Criteria. (E) _____ SCMs shall meet the relevant Minimum Design Criteria set forth in 15A NCAC 2H .1050 through .1062 of this Section except in accordance with Item (6) of 15A NCAC 2H .1003.

~~(C)~~ ~~(D)~~ General engineering design criteria for all projects shall be in accordance with 15A NCAC 2H .1008(c), as explained in the Administrative Manual;

~~(E)~~ ~~(F)~~ _____

(F) When new *built-upon area* is added to existing *development* or existing *development* is replaced with new *built-upon area*, only the area of net increase shall be subject to this Section.

304 **STANDARDS FOR STORMWATER CONTROL MEASURES**

(A) **Evaluation According to Contents of Design Manual**

~~All~~ All SCMs and stormwater management practices required under this Ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each SCMs and stormwater

management practices, in the *Design Manual*. The Stormwater Administrator shall determine whether specific types and applications of SCMs and stormwater management practices will be adequate to meet the requirements of this Ordinance. Guidance on selecting an appropriate SCMs and stormwater management practices is provided in the *Design Manual*.

(B) Determination of Adequacy; Presumptions and Alternatives

SCMs and stormwater management practices that are designed, constructed, and maintained in accordance with the criteria and specifications in the *Design Manual* will be presumed to meet the minimum water quality and quantity performance standards of this Ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the *Design Manual*, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this Ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples as necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.

305 VARIANCES

(A) Any person may petition the Town Council for a variance granting permission to use the person's land in a manner otherwise prohibited by this Ordinance. To qualify for a variance, the petitioner must show all of the following:

- (1) Unnecessary hardships would result from strict application of this Ordinance.
- (2) The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property.
- (3) The hardships did not result from actions taken by the petitioner.
- (4) The requested variance is consistent with the spirit, purpose, and intent of this Ordinance; will secure public safety and welfare; and will preserve substantial justice.

(B) The Town Council may impose reasonable and appropriate conditions and safeguards upon any variance it grants.

SECTION 4: MAINTENANCE

401 GENERAL STANDARDS FOR MAINTENANCE

(A) Function of BMPs As Intended

The owner of each SCM installed pursuant to this Ordinance shall maintain and operate it to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the SCM was designed.

(B) Annual Maintenance Inspection and Report

The person responsible for maintenance of any SCM installed pursuant to this Ordinance shall submit to the Stormwater Administrator an inspection report from a qualified registered North Carolina professional engineer performing services only in their area of competence. The inspection report, at a minimum, shall contain all of the following:

- (1) The name and address of the land *owner*;
- (2) The recorded book and page number of the lot of each SCM;
- (3) A statement that an inspection was made of all sSCMs;
- (4) The date the inspection was made;
- (5) A statement that all inspected sSCMs are performing properly and comply with the terms and conditions of the approved maintenance agreement required by this Ordinance;
- (6) The original signature and seal of the engineer inspecting the sSCMs; and
- (7) Digital photographs of the sSCMs and pertinent components integral to its operation, including but not limited to inlet/outlet control structures, downstream receiving channel/area, embankments and spillways, safety features, and vegetation.

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the date of as-built certification and each year thereafter on or before the date of the as-built certification or as determined by the Stormwater Administrator. ~~Maintenance Easement~~

(C) Maintenance Easement

Every SCM installed pursuant to this Ordinance shall be made accessible for adequate maintenance and repair by a maintenance easement. The easement shall be recorded on the plans and included as an attachment with the operation and

maintenance agreement. The easement's terms shall specify who may make use of the easement and for what purposes.

402 OPERATION AND MAINTENANCE AGREEMENT

(A) In General

Prior to the conveyance or transfer of any lot or building site to be served by a SCM pursuant to this Ordinance, and prior to issuance of any permit for ~~development or redevelopment~~ requiring a SCM pursuant to this Ordinance, the applicant or *owner* of the site must execute an operation and maintenance agreement that shall be binding on all subsequent *owners* of the site, portions of the site, and lots or parcels served by the SCM. Until the transference of all property, sites, or lots served by the SCM, the original *owner* or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement shall require the *owner* or *owners* to maintain, repair and, if necessary, reconstruct the SCM, and shall state the terms, conditions, and schedule of maintenance for the SCM. In addition, it shall grant to the Town a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the SCM; however, in no case shall the right of entry, of itself, confer an obligation on the Town to assume responsibility for the SCM.

The operation and maintenance agreement must be approved by the Stormwater Administrator prior to plan approval, and it shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. A copy of the recorded maintenance agreement shall be given to the Stormwater Administrator within fourteen (14) days following its recordation. Special Requirement for Homeowners' and Other Associations

(B) Special Requirement for Homeowners' and Other Associations

For all ~~sSCMs~~ required pursuant to this Ordinance and that are to be or are owned and maintained by a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the association shall continuously operate and maintain the stormwater control and management facilities.
- (2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the ~~sSCMs~~. If ~~sSCMs~~ are not performing adequately or as intended or are not properly maintained, the Town, in its sole discretion, may remedy the situation, and in such instances, the Town shall be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the ~~sSCMs~~, provided that the Town shall first consent to the expenditure.

- (3) Both developer contribution and annual sinking funds shall fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever shall first occur, the developer shall pay into the escrow account an amount equal to fifteen (15) per cent of the initial construction cost of the sSCMs. Two-thirds (2/3) of the total amount of sinking fund budget shall be deposited into the escrow account within the first five (5) years and the full amount shall be deposited within ten (10) years following initial construction of the sSCMs. Funds shall be deposited each year into the escrow account. A portion of the annual assessments of the association shall include an allocation into the escrow account. Any funds drawn down from the escrow account shall be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.
- (4) The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Town depending on the design and materials of the stormwater control and management facility.
- (5) Granting to the Town a right of entry to inspect, monitor, maintain, repair, and reconstruct sSCMs.
- (6) Allowing the Town to recover from the association and its members any and all costs the Town expends to maintain or repair the sSCMs or to correct any operational deficiencies. Failure to pay the Town all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. In the case of deficiency, the Town shall thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
- (7) A statement that this agreement shall not obligate the Town to maintain or repair any sSCMs, and the Town shall not be liable to any person for the condition or operation of sSCMs.
- (8) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the Town to enforce any of its ordinances as authorized by law.
- (9) A provision indemnifying and holding harmless the Town for any costs and injuries arising from or related to the SCM, unless the Town has agreed in writing to assume the maintenance responsibility for the BMP and has accepted dedication of any and all rights necessary to carry out that maintenance.

403 INSPECTION PROGRAM

Inspections and inspection programs by the Town may be conducted or established on any reasonable basis, including but not limited to routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting

under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in BMPs; and evaluating the condition of BMPs.

If the *owner* or occupant of any property refuses to permit such inspection, the Stormwater Administrator shall proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor. No person shall obstruct, hamper or interfere with the Stormwater Administrator while carrying out his or her official duties.

404 PERFORMANCE SECURITY FOR INSTALLATION AND MAINTENANCE

(A) May Be Required

The Town, at its discretion, may require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the SCMs are

(1) installed by the permit holder as required by the approved stormwater management plan, and/or

(2) maintained by the *owner* as required by the operation and maintenance agreement.

(B) Amount

(1) Installation

The amount of an installation performance security shall be the total estimated construction cost of the BMPs approved under the permit, plus 25%.

(2) Maintenance

The amount of a maintenance performance security shall be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the BMPs approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.

(C) Uses of Performance Security

(1) Forfeiture Provisions

The performance security shall contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or *owner* in accordance with this Ordinance, approvals issued pursuant to this Ordinance,

or an operation and maintenance agreement established pursuant to this Ordinance.

(2) Default

Upon default of the *owner* to construct, maintain, repair and, if necessary, reconstruct any *SCMs* in accordance with the applicable permit or operation and maintenance agreement, the Stormwater Administrator shall obtain and use all or any portion of the security to make necessary improvements based on an engineering estimate. Such expenditure of funds shall only be made after requesting the *owner* to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the Town shall not return any of the unused deposited cash funds or other security, which shall be retained for maintenance.

(3) Costs in Excess of Performance Security

If the Town takes action upon such failure by the applicant or *owner*, the Town may collect from the applicant or *owner* the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.

(4) Refund

Within sixty days of the final approval, the installation performance security shall be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25%) of landscaping installation and ongoing maintenance associated with the BMPs covered by the security. Any such landscaping shall be inspected one (1) year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping shall be released.

405 NOTICE TO OWNERS

(A) Deed Recordation and Indications On Plat

The applicable operations and maintenance agreement pertaining to every *SCMs* shall be referenced on the final plat and shall be recorded with the county Register of Deeds upon final plat approval. If no subdivision plat is recorded for the site, then the operations and maintenance agreement shall be recorded with the county Register of Deeds to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

406 RECORDS OF INSTALLATION AND MAINTENANCE ACTIVITIES

The *owner* of each *SCM* shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Stormwater Administrator.

407 NUISANCE

The *owner* of each SCM or stormwater management practices shall maintain it so as not to create or result in a nuisance condition, such as but not limited to flooding, erosion, excessive algal growth, overgrown vegetation, mosquito breeding habitat, existence of unsightly debris, or impairments to public safety and health.

SECTION 5: ENFORCEMENT AND VIOLATIONS

501 GENERAL

(A) Authority to Enforce

The provisions of this Ordinance shall be enforced by the Stormwater Administrator, his or her designee, or any authorized agent of the Town. Whenever this section refers to the Stormwater Administrator, it includes his or her designee as well as any authorized agent of the Town.

(B) Violation Unlawful

Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this Ordinance, or the terms or conditions of any permit or other *development* ~~or redevelopment~~ approval or authorization granted pursuant to this Ordinance, is unlawful and shall constitute a violation of this Ordinance.

(C) Each Day a Separate Offense

Each day that a violation continues shall constitute a separate and distinct violation or offense.

(D) Responsible Persons/Entities

Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, BMP, practice, or condition in violation of this Ordinance shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this Ordinance, or fails to take appropriate action, so that a violation of this Ordinance results or persists; or an *owner*, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or *development* of the property on which the violation occurs.

For the purposes of this article, responsible person(s) shall include but not be limited to:

(1) Person Maintaining Condition Resulting In or Constituting Violation

An architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this Ordinance, or fails to take appropriate action, so that a violation of this Ordinance results or persists.

(2) Responsibility For Land or Use of Land

The *owner* of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, *development* ~~or~~ *redevelopment* of the property.

502 REMEDIES AND PENALTIES

The remedies and penalties provided for violations of this Ordinance, whether civil or criminal, shall be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

(A) Remedies

(1) Withholding of Certificate of Occupancy

The Stormwater Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(2) Disapproval of Subsequent Permits and Development Approvals

As long as a violation of this Ordinance continues and remains uncorrected, the Stormwater Administrator or other authorized agent may withhold, and the Town may disapprove, any request for permit or *development* approval or authorization provided for by this Ordinance for the land on which the violation occurs.

(3) Injunction, Abatements, etc.

The Stormwater Administrator, with the written authorization of the Town, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this Ordinance. Any person violating this Ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

(4) Correction as Public Health Nuisance, Costs as Lien, etc.

If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits prescribed by North Carolina G.S. § 160A-193, the Stormwater Administrator, with the written authorization of the Town, may cause the violation to be corrected and the costs to be assessed as a lien against the property.

(5) Stop Work Order

The Stormwater Administrator may issue a stop work order to the person(s) violating this Ordinance. The stop work order shall remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.

(B) Civil Penalties

Violation of this Ordinance may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the Stormwater Administrator. Civil penalties may be assessed up to the full amount of penalty to which the Town is subject for violations of its Phase II Stormwater permit.

(C) Criminal Penalties

Violation of this Ordinance may be enforced as a misdemeanor subject to the maximum fine permissible under North Carolina law.

503 PROCEDURES

(A) Initiation/Complaint

Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint shall state fully the alleged violation and the basis thereof, and shall be filed with the Stormwater Administrator, who shall record the complaint. The complaint shall be investigated promptly by the Stormwater Administrator.

(B) Inspection

The Stormwater Administrator shall have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this Ordinance.

(C) Notice of Violation and Order to Correct

When the Stormwater Administrator finds that any building, structure, or land is in violation of this Ordinance, the Stormwater Administrator shall notify, in writing, the property *owner* or other person violating this Ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation shall also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The Stormwater Administrator may deliver the notice of violation and correction order personally, by certified or registered mail, return receipt requested, or by

any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure.

If a violation is not corrected within a reasonable period, as provided in the notification, the Stormwater Administrator may take appropriate action under this Ordinance to correct and abate the violation and to ensure compliance with this Ordinance.

(D) Extension of Time

A person who receives a notice of violation and correction order, or the *owner* of the land on which the violation occurs, may submit to the Stormwater Administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the Stormwater Administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding ten (10) days. The Stormwater Administrator may grant five (5)-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this Ordinance. The Stormwater Administrator may grant an extension only by written notice of extension. The notice of extension shall state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.

(E) Enforcement After Time to Correct

After the time has expired to correct a violation, including any extension(s) if authorized by the Stormwater Administrator, the Stormwater Administrator shall determine if the violation is corrected. If the violation is not corrected, the Stormwater Administrator may act to impose one or more of the remedies and penalties authorized by this Ordinance.

(F) Emergency Enforcement

If delay in correcting a violation would seriously threaten the effective enforcement of this Ordinance or pose an immediate danger to the public health, safety, or welfare, then the Stormwater Administrator may order the immediate cessation of a violation. Any person so ordered shall cease any violation immediately. The Stormwater Administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

SECTION 6: DEFINITIONS

601 TERMS DEFINED

When used in this Ordinance, the following words and terms shall have the meaning set forth in this section, unless other provisions of this Ordinance specifically indicate otherwise.

1-year, 24-hour storm

The surface runoff resulting from a 24-hour rainfall intensity expected to be equaled or exceeded, on average, once in 12 months and with duration of 24 hours.

10-year, 24-hour storm

The surface runoff resulting from a 24-hour rainfall intensity expected to be equaled or exceeded, on average, 1 in 10 chances in 12 months and with duration of 24 hours.

Built-upon area (BUA)

That portion of a *development* project that is covered by impervious or partially impervious surface ~~including, but to the extent that the partially impervious surface does not allow water to infiltrate through the surface to the subsoil.~~ *Built-upon area includes but is not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. “Built-upon area” does not include a ~~wooden~~-slatted deck, the water area of a swimming pool, ~~a surface of number 57 stone, as designated by the American Society of Testing and Materials, laid at least four inches thick over a geotextile fabric, or a trail as defined in G.S. 113A-85 that is either unpaved or pave as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour).~~*

Curb Outlet System

~~Constructed curb and gutter with breaks or other outlets used to convey stormwater runoff to vegetated conveyances or other vegetated areas.~~

Department

The North Carolina Department of ~~Environment~~*Environmental Quality*.

Design Manual

A single document or manual or collection of documents and manuals referenced by the Town containing policy, criteria, and information, including technical specifications and standards, for designing and operating ~~s~~*SCMs* and any conveyances, appurtenances, or other structures to or from the BMP. All references herein to the *Design Manual* are to the latest published edition or revision.

Development

Any land-disturbing activity that increases the amount of ~~built-upon area~~ or that otherwise decreases the infiltration of precipitation into the ~~soil-subsoil~~. ~~When additional development occurs at a site that has existing development, the built-upon area of the existing development shall not be included in the density calculations for additional stormwater control requirements, and stormwater control requirements cannot be applied retroactively to existing development, unless otherwise required by federal law~~

Division

The Division of Energy, Mineral and Land Resources in the *Department*.

Future Service Area

The land area located in Cabarrus County that the Town of Harrisburg could potentially provide municipal services and governance to in the future. This Ordinance will be administered throughout. This area should not be confused with the municipal limits or the extra-territorial jurisdiction area of the Town.

Larger common plan of development or sale

Any area where multiple separate and distinct construction or land-disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including but not limited to a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including but not limited to boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.

Owner

The legal or beneficial owner of land, including but not limited to a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. Owner shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of owner under another description in this definition, such as a management entity.

Project

Means the proposed *development* activity for which an applicant is seeking a stormwater permit from the state or other entity in accordance with this Section. "Project" shall exclude any land adjacent to the area disturbed by the project that has been counted as pervious by any other *development* regulated under a federal, State, or local stormwater regulation. Owners and developers of large developments consisting of many linked projects may consider developing a master plan that illustrates how each project fits into the design of the large *development*.

Redevelopment

Any ~~*development on previously developed land, other than a rebuilding-disturbing*~~ activity that ~~results~~does not result in ~~no~~ a net increase in built-upon area and ~~that~~ provides ~~equal or greater~~ or equal stormwater control ~~than to that of~~ the previous development.

Riparian

Of or pertaining to the landscape interface between an upland area and a flowing surface water body. Riparian areas exhibit their own significance in geography, particularly ecology and hydrology, which are significantly influenced by its relationship with the surface water body.

Runoff Treatment

Means by which the volume of stormwater runoff generated from all of the *built-upon* area of a *project* at build-out during a storm of the required storm depth is treated in one

or more primary SCMs or a combination of Primary and Secondary SCMs that provides equal or better treatment.

Runoff Volume Match

Means that the annual runoff volume after *development* shall not be more than ten percent higher than the annual runoff volume before *development*.

Sheet Flow

Conveyance of surface water or runoff at a depth significantly less than the width of the flow path on which it flows. Sheet flow is maintained until the flow begins to concentrate into rills or micro-channels. The purpose for sheet flow in regards to this Ordinance is that sheet flow maintains a lower energy and higher surface area of contact with the flow path than concentrated flow.

Stormwater Control Measures

Means a permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof. Also known as SCM, Best Management Practice or BMP.

Substantial progress

For the purposes of determining whether sufficient progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than thirty (30) days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. Substantial progress for purposes of determining whether an approved plan is null and void is not necessarily the same as substantial expenditures used for determining vested rights pursuant to applicable law.

SECTION 7: ILLICIT DISCHARGES

701 ILLICIT DISCHARGES AND CONNECTIONS

(A) Illicit Discharges

No person shall cause or allow the discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the State, or upon the land in manner and amount that the substance is likely to reach a stormwater conveyance or the waters of the State, any liquid, solid, gas, or other substance, other than stormwater.

(B) Non-Stormwater Discharges

Non-stormwater discharges associated with the following activities, as specified in 40 CFR 122.26, are allowed, provided that they do not significantly impact water quality:

- (1) Water line flushing;
- (2) Landscape irrigation;
- (3) Diverted stream flows;
- (4) Rising ground waters;
- (5) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));
- (6) Uncontaminated pumped ground water;
- (7) Discharges from potable water sources;
- (8) Foundation drains;
- (9) Air conditioning condensation;
- (10) Irrigation water;
- (11) Springs;
- (12) Water from crawl space pumps;
- (13) Footing drains;
- (14) Lawn watering;
- (15) Individual residential and charity car washing;
- (16) Flows from *riparian* habitats and wetlands;
- (17) Dechlorinated swimming pool discharges;
- (18) Street wash water; and

(19) Flows from firefighting activities

(19) Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by the State of North Carolina, and provided that any such discharges to the municipal separate storm sewer system shall be authorized by Town.

Prohibited substances include but are not limited to oil, anti-freeze, chemicals, animal waste, paints, garbage, and litter.

(C) Illicit Connections

(1) Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in subsection (A) above, are unlawful. Prohibited connections include, but are not limited to floor drains, wastewater from washing machines or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and wastewater from septic systems.

(2) Where such connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance prohibiting such connections, the property *owner* or the person using said connection shall remove the connection within one year following the effective date of this Ordinance. However, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

(3) Where it is determined that said connection:

- a. May result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or
- b. Was made in violation of any applicable regulation or ordinance, other than this section;

The Stormwater Administrator shall designate the time within which the connection shall be removed. In setting the time limit for compliance, the Stormwater Administrator shall take into consideration:

1. The quantity and complexity of the work,
2. The consequences of delay,
3. The potential harm to the environment, to the public health, and to public and private property, and
4. The cost of remedying the damage.

(D) Spills

Spills or leaks of polluting substances released, discharged to, or having the potential to released or discharged to the stormwater conveyance system, shall be contained,

controlled, collected, and properly disposed. All affected areas shall be restored to their preexisting condition.

Persons in control of the polluting substances immediately prior to their release or discharge, and persons owning the property on which the substances were released or discharged, shall immediately notify the Town's Fire Department of the release or discharge, as well as making any required notifications under state and federal law. Notification shall not relieve any person of any expenses related to the restoration, loss, damage, or any other liability, which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability that may be imposed by State or other law.

(E) Nuisance

When illicit discharges and illicit connections, which exist within the Town, are hereby found, deemed, and declared to be dangerous or prejudiced to the public health or public safety and are found, deemed, and declared to be public nuisances. Such public nuisances shall be abated in accordance with the procedures set forth in Chapter 920 of the Town's Code of Ordinances.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Public Hearing to consider the annexation of parcels associated with Camellia Gardens Subdivision, H2018-08-(R).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved:

Motion to approve the annexation of parcels associated with Camellia Gardens Subdivision, H2018-08-(R).

Description/Background:

Town Council approved the rezoning request H2018-08-(R) on Monday, August 12, 2019 for parcels 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000 & 55079255470000 located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. The rezoning request H2018-08-(R) was to rezone these parcels from RE, Rural Estate to RV-CZ, Conditional Residential Village.

Since this property is located in the Harrisburg ETJ, the property did not need to be annexed prior to the rezoning or at the time of rezoning, however annexation must be done prior to connecting to Town utility services. The applicant has now completed the ALTA survey of all parcels and the property to be annexed is 89.29 acres.

The Public Hearing is requested to consider the annexation of these parcels within the Town of Harrisburg corporate limits.

Recommendation:

Staff recommends holding the public hearing to consider annexation of parcels associated with Camellia Gardens Subdivision, H2018-08-(R).

Fiscal Impact:

The annexation has no direct fiscal impact as a result of the annexation itself, however, the result of the development on the annexed properties will both generate additional property tax revenue for the Town and add to the costs associated with providing the additional homes with Town services.

Attachments:

1. 2019-10-17 Camellia Gardens Annexation Application
2. 2019-10-17 Annexation Application - Combined Parcels Surveyed Legal Descriptions
3. 2019-10-17 Annexation Application - Combined Property Owners Joinder Agreements
4. 2019-02-21 Camellia Gardens ALTA Survey
5. Certificate of Sufficiency
6. Rezoning Approval Letter- CamelliaGardens 8.12.19
7. Resolution of Public Hearing

8. Annexation Ordinance



PETITION REQUESTING ANNEXATION

DATE: October 17, 2019

TO THE TOWN COUNCIL OF THE TOWN OF HARRISBURG

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the Town of Harrisburg.

2. The area to be annexed is:

☒ CONTIGUOUS

☐ NON-CONTIGUOUS

to the Town of Harrisburg and the boundaries of such territory are:

☒ ATTACHED

☐ DESCRIBED AS FOLLOWS:

3. A sealed survey is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

4. SIGNATURE OF OWNERS

NAME

ADDRESS

Attached

PARCELS 55170390420000, 55170235250000, 55170245910000 & 55170347420000

COMBINED PARCELS SURVEYED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING 573,952.990, EASTING: 1,509,779.857; THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD - S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);

THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, S 85°46'30" E A DISTANCE OF 150.65' TO A CALCULATED POINT;

THENCE, S 85°32'57" E A DISTANCE OF 574.04' TO A CALCULATED POINT;

THENCE, S 31°14'42" E A DISTANCE OF 27.02' TO A CALCULATED POINT;

THENCE, N 85°07'55" W A DISTANCE OF 20.40' TO A SET PK NAIL, ON THE WESTERN LINE OF THAT JANICE OTHERIA WEATHERS PARCEL RECORDED IN BOOK 7668, PAGE 105(CCR);

THENCE WITH THE WESTERN LINE OF SAID WEATHERS PARCEL, S 01°17'05" W A DISTANCE OF 154.00' TO A FOUND 1" BENT PIPE;

THENCE, WITH THE SOUTHERN LINE OF SAID WEATHERS PARCEL, N 84°31'05" E A DISTANCE OF 110.25' TO A SET 1/2" PIPE ON THE WESTERN LINE OF THAT RECOMBINATION PLAT FOR THE ERNESTINE WEATHERS DAVIS, ALBERTA W. TALBERT & PHYLLIS JOHNSON PHIFER PROPERTY AS RECORDED IN PLAT BOOK 64, PAGE 59(CCR);

THENCE WITH THE WESTERN LINE OF SAID RECOMBINATION PLAT, ALONG THE REAR LOT LINES OF PARCELS BELONGING TO PHYLLIS JOHNSON PHIFER, MARY FRANCES HARGETT, ALBERTA W TALBERT & CRISCO-DAVIS ERNESTINE WEATHERS, THE FOLLOWING THREE (3) COURSES:

1. S 30°14'43" E A DISTANCE OF 112.63' TO A FOUND #5 REBAR;
2. S 33°42'52" E A DISTANCE OF 114.70' TO A FOUND #5 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 45°40'11" W, 4.90' FROM THIS CORNER);
3. S 31°30'22" E A DISTANCE OF 371.90' TO A FOUND #4 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS

LOCATED S 10°52'51" W, 13.41' FROM THIS CORNER) ON THE WESTERN LINE OF THAT PHYLLIS JOHNSON PHIFER PARCEL RECORDED IN PLAT BOOK 50, PAGE 52;

THENCE, WITH THE WESTERN LINE OF SAID PHIFER PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 31°30'22" E A DISTANCE OF 350.00' TO A SET 1/2" PIPE;
2. S 31°30'22" E A DISTANCE OF 82.82' TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH THE CENTERLINE OF SAID BACK CREEK, THE FOLLOWING FORTY-FOUR(44) COURSES:

1. S 34°11'18" W A DISTANCE OF 32.28' TO A CALCULATED POINT;
2. S 44°40'04" W A DISTANCE OF 71.23' TO A CALCULATED POINT;
3. S 47°49'37" W A DISTANCE OF 76.99' TO A CALCULATED POINT;
4. S 45°09'52" W A DISTANCE OF 56.82' TO A CALCULATED POINT;
5. S 36°37'08" W A DISTANCE OF 40.36' TO A CALCULATED POINT;
6. S 42°17'19" W A DISTANCE OF 61.51' TO A CALCULATED POINT;
7. S 42°28'48" W A DISTANCE OF 75.50' TO A CALCULATED POINT;
8. S 41°09'24" W A DISTANCE OF 59.66' TO A CALCULATED POINT;
9. S 55°03'29" W A DISTANCE OF 69.99' TO A CALCULATED POINT;
10. S 42°01'01" W A DISTANCE OF 34.95' TO A CALCULATED POINT;
11. S 05°49'58" W A DISTANCE OF 29.01' TO A CALCULATED POINT;
12. S 33°09'06" W A DISTANCE OF 28.28' TO A CALCULATED POINT;
13. S 84°26'57" W A DISTANCE OF 31.38' TO A CALCULATED POINT;
14. N 56°37'09" W A DISTANCE OF 49.11' TO A CALCULATED POINT;
15. S 88°03'42" W A DISTANCE OF 44.98' TO A CALCULATED POINT;
16. S 86°17'09" W A DISTANCE OF 68.14' TO A CALCULATED POINT;
17. S 84°16'32" W A DISTANCE OF 83.94' TO A CALCULATED POINT;
18. S 69°08'23" W A DISTANCE OF 42.23' TO A CALCULATED POINT;
19. S 22°02'50" W A DISTANCE OF 24.23' TO A CALCULATED POINT;
20. S 31°33'56" E A DISTANCE OF 98.52' TO A CALCULATED POINT;
21. S 27°02'04" E A DISTANCE OF 30.71' TO A CALCULATED POINT;
22. S 10°33'09" W A DISTANCE OF 16.31' TO A CALCULATED POINT;
23. S 62°31'49" W A DISTANCE OF 19.19' TO A CALCULATED POINT;
24. N 76°17'15" W A DISTANCE OF 24.97' TO A CALCULATED POINT;
25. N 83°15'31" W A DISTANCE OF 34.87' TO A CALCULATED POINT;
26. S 84°10'51" W A DISTANCE OF 43.52' TO A CALCULATED POINT;
27. S 15°51'52" W A DISTANCE OF 18.30' TO A CALCULATED POINT;
28. S 12°31'38" E A DISTANCE OF 78.07' TO A CALCULATED POINT;
29. S 21°21'02" W A DISTANCE OF 14.99' TO A CALCULATED POINT;
30. S 77°20'32" W A DISTANCE OF 24.24' TO A CALCULATED POINT;
31. S 35°00'40" W A DISTANCE OF 30.39' TO A CALCULATED POINT;
32. S 00°36'21" W A DISTANCE OF 46.78' TO A CALCULATED POINT;
33. S 21°52'52" W A DISTANCE OF 53.25' TO A CALCULATED POINT;
34. S 54°48'33" W A DISTANCE OF 68.98' TO A CALCULATED POINT;
35. S 60°25'19" W A DISTANCE OF 160.06' TO A CALCULATED POINT;

36. S 80°21'49" W A DISTANCE OF 41.17' TO A CALCULATED POINT;
37. N 55°02'24" W A DISTANCE OF 41.50' TO A CALCULATED POINT;
38. N 39°29'52" W A DISTANCE OF 57.70' TO A CALCULATED POINT;
39. N 64°25'38" W A DISTANCE OF 31.13' TO A CALCULATED POINT;
40. N 64°25'38" W A DISTANCE OF 28.22' TO A CALCULATED POINT;
41. N 60°16'03" W A DISTANCE OF 60.79' TO A CALCULATED POINT;
42. N 68°29'08" W A DISTANCE OF 71.83' TO A CALCULATED POINT;
43. N 42°06'10" W A DISTANCE OF 84.65' TO A CALCULATED POINT;
44. N 68°13'42" W A DISTANCE OF 62.44' TO A CALCULATED POINT ON THE EASTERN LINE OF THAT PARCEL, NOW OR FORMERLY TITLED TO QUAY, RECORDED IN BOOK 221, PAGE 127(CCR);

THENCE, WITH THE WESTERN LINE OF SAID QUAY PARCEL, N 01°56'48" E A DISTANCE OF 112.45' TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH THE EASTERN LINE OF SAID MCCACHREN PARCEL THE FOLLOWING TWO (2) COURSES:

1. N 01°56'48" E A DISTANCE OF 207.00' TO A CALCULATED POINT ON THE LINE OF THAT PAUL QUINTON HARRIS JR. PARCEL RECORDED IN BOOK 1893, PAGE 72(CCR);
2. N 01°56'48" E A DISTANCE OF 440.14' TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT JOHN A & MARY ELLEN SIMS PARCEL, RECORDED IN BOOK 7658, PAGE 126 (CCR);

THENCE, WITH SAID SIMS PARCEL, THE FOLLOWING TWO (2) COURSES:

1. N 02°53'04" E A DISTANCE OF 1061.71' TO A FOUND #5 REBAR;
2. N 02°53'07" E A DISTANCE OF 27.80' TO THE POINT OF BEGINNING.

PARCELS 55079255470000 & 55079363640000

COMBINED PARCELS SURVEYED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING 573,952.990, EASTING: 1,509,779.857; THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD - S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);
THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH SAID MCCACHREN EASTERN LINE, SOUTH 01°56'48" WEST, 647.14 FEET TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE WESTERN LINE OF THAT PAUL QUINTON HARRIS JR PARCEL RECORDED IN BOOK 10032, PAGE 239 (CCR);

THENCE WITH THE NORTHERN LINE OF THAT N/F QUAY PARCEL RECORDED IN BOOK 221, PAGE 127 (CCR) THE FOLLOWING FIVE (5) COURSES:

1. NORTH 84°00'41" WEST, 164.40 FEET TO A SET IRON PIPE;
2. NORTH 64°03'35" WEST, 131.09 FEET TO A SET IRON PIPE;
3. NORTH 51°00'41" WEST, 66.34 FEET TO A FOUND 1" PIPE;
4. SOUTH 44°29'33" WEST, 271.10 FEET TO A SET IRON PIPE;
5. SOUTH 44°29'33" WEST, 30.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH SAID CENTERLINE OF BACK CREEK THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 49°58'23" WEST, 142.46 FEET TO A CALCULATED POINT;
2. NORTH 26°47'48" WEST, 37.94 FEET TO A CALCULATED POINT;
3. NORTH 53°38'32" WEST, 138.62 FEET TO A CALCULATED POINT;
4. NORTH 75°58'52" WEST, 31.16 FEET TO A CALCULATED POINT;
5. SOUTH 69°55'44" WEST, 36.73 FEET TO A CALCULATED POINT;
6. SOUTH 81°22'37" WEST, 35.85 FEET TO A CALCULATED POINT;
7. NORTH 69°43'42" WEST, 18.67 FEET TO A CALCULATED POINT;

THENCE, LEAVING SAID CENTERLINE OF BACK CREEK AND WITH A PROPOSED NEW LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 19°59'05" WEST, 30.00 FEET TO A SET IRON PIPE;
2. NORTH 19°59'05" WEST, 606.56 FEET TO A SET IRON PIPE ON THE NORTHERN LINE OF THE AFOREMENTIONED PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH SAID MCCACHREN LINE, NORTH 87°09'16" WEST, 100.00 FEET TO A FOUND #7 REBAR BEING THE SOUTHEASTERN CORNER OF THAT CEDAR FIELDS SUBDIVISION RECORDED IN MAP BOOK 23, PAGE 53(CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. NORTH 07°22'56" EAST, 169.76 FEET TO A FOUND BENT #5 REBAR A COMMON CORNER BETWEEN THAT LYDIA MILLER PARCEL RECORDED IN BOOK 917, PAGE 391(CCR) AND THAT DONALD BRIGMAN PARCEL RECORDED IN BOOK 10897, PAGE 239(CCR);

2. NORTH 07°18'07" EAST, 194.76 FEET TO A FOUND #5 REBAR TO A COMMON CORNER OF THAT JOHN DANIEL ENNIS PARCEL RECORDED IN BOOK 5775, PAGE 0021(CCR) AND THAT FISHER KAY BLACKWELDER PARCEL RECORDED IN BOOK 833, PAGE 418(CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION THEN WITH THAT SLE JOHNSON PARCEL RECORDED IN BOOK 9049, PAGE 190 (CCR), NORTH 07°19'04" EAST, 428.62 FEET TO A FOUND #5 REBAR ON THE EASTERN LINE OF THAT KURT D NEWTON & WIFE KELLY R PARCEL RECORDED IN BOOK 2344, PAGE 7;

THENCE, WITH SAID NEWTON PARCEL, NORTH 06°56'54" EAST, 209.53 FEET TO A SET IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF STALLINGS ROAD;

THENCE, NORTH 06°56'54" EAST, 16.37 FEET TO A CALCULATED POINT IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE CONTINUING IN THE RIGHT OF WAY OF STALLINGS ROAD, THE FOLLOWING THREE (3) COURSES;

1. WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 142.91 FEET, A RADIUS OF 2964.76 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87°47'37" EAST 142.89 FEET;
2. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 591.48 FEET, A RADIUS OF 29634.43 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 88°13'55" EAST 591.47 FEET;
3. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 431.57 FEET, A RADIUS OF 3709.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88°55'26" EAST 431.33 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,917,965 SQUARE FEET, 44.03 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION INCLUDES AN OVERLAP AREA OF 1,616 SQ. FT. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEASTERN CORNER OF THE ABOVE DESCRIBED PARCEL;
THENCE SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, SOUTH 02°54'09" WEST, 440.34 FEET TO A FOUND #5 REBAR;

THENCE, SOUTH 89°07'52" EAST, 7.35 FEET TO A CALCULATED POINT;

THENCE, NORTH 01°56'48" EAST, 440.14 FEET TO THE POINT OF BEGINNING.

ANNEXATION – PETITIONER JOINDER AGREEMENT:

Owner: Paul Quinton Harris, Jr. and Patricia D. Harris

Address: Site 1 – 3925 Stallings Road, Harrisburg, North Carolina 28075
Site 2 – 3847 Stallings Road, Harrisburg, North Carolina 28075
Site 3 – 3923 Stallings Road, Harrisburg, North Carolina 28075
Site 4 – 3975 Stallings Road, Harrisburg, North Carolina 28075

Tax Parcel ID: Site 1 – 55170347420000
Site 2 – 55170390420000
Site 3 – 55170235250000
Site 4 – 55170245910000

Acreage: Site 1 – 2.00 acres
Site 2 – 35.50 acres
Site 3 – 1.73 acres
Site 4 – 2.08 acres

The undersigned, as owner of these parcels of land located at the physical addresses identified above in Cabarrus County, North Carolina that are designated as Parcel Identification Numbers identified above and which is the subject of the attached Annexation Application, hereby join and give permission to Shea Homes to request and file this Application with the Town of Harrisburg, North Carolina.

This 9th day of October, 2019.

Owner's Name (printed): Paul Quinton Harris Jr.
Paul Quinton Harris, Jr.

Owner's Name (signature): Patricia D. Harris
Patricia D. Harris

ANNEXATION – PETITIONER JOINDER AGREEMENT:

Owner: Rodney D. Harris and Beth L. Harris
Address: 3847 Stallings Road, Harrisburg, North Carolina 28075
Tax Parcel ID: 55170390420000
Acreage: 35.50 acres

The undersigned, as owner of this parcel of land located at the physical address identified above in Cabarrus County, North Carolina that are designated as Parcel Identification Number identified above and which is the subject of the attached Annexation Application, hereby join and give permission to Shea Homes to request and file this Application with the Town of Harrisburg, North Carolina.

This 9th day of October, 2019.

Owner's Name (printed): Rodney D Harris
Rodney D. Harris

Owner's Name (signature): Beth L. Harris
Beth L. Harris

ANNEXATION – PETITIONER JOINDER AGREEMENT:

Owner: Yates M. McCachren, Jr. and Linda McCachren
Address: 6931 Hickory Ridge Road, Harrisburg, North Carolina 28075
Tax Parcel ID: 55079255470000
Acreage: 14.79 acres

The undersigned, as owner of this parcel of land located at the physical address identified above in Cabarrus County, North Carolina that are designated as Parcel Identification Number identified above and which is the subject of the attached Annexation Application, hereby join and give permission to Shea Homes to request and file this Application with the Town of Harrisburg, North Carolina.

This 12 day of OCTOBER 2019
Day Month

Owner's Name (printed): YATES M. MCCACHREN, JR

Owner's Name (signature): Yates M. McCachren

Owner's Name (printed): LINDA T. MCCACHREN

Owner's Name (signature): Linda T. McCachren

ANNEXATION – PETITIONER JOINDER AGREEMENT:

Owner: John A. Sims and Mary Ellen Sims
Address: 4025 Stallings Road, Harrisburg, North Carolina 28075
Tax Parcel ID: 55079363640000
Acreage: 29.21 acres

The undersigned, as owner of this parcel of land located at the physical address identified above in Cabarrus County, North Carolina that are designated as Parcel Identification Number identified above and which is the subject of the attached Annexation Application, hereby join and give permission to Shea Homes to request and file this Application with the Town of Harrisburg, North Carolina.

This 9th day of October, 2019.

Owner's Name (printed): John A. Sims
John A. Sims

Owner's Name (signature): Mary Ellen Sims
Mary Ellen Sims

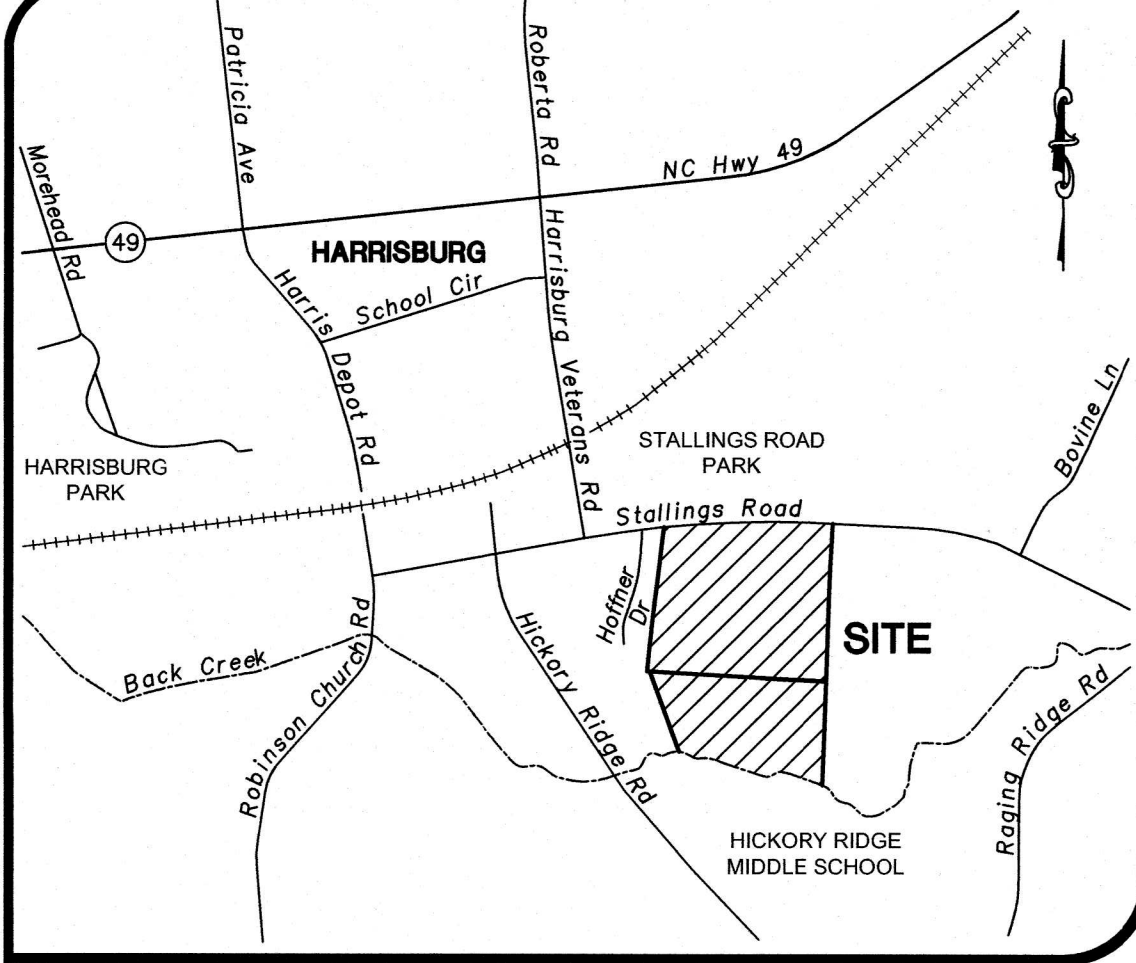
ANNEXATION – PETITIONER JOINDER AGREEMENT:

Owner: Alice S. Morgan and Merrill S. Morgan
Address: 4025 Stallings Road, Harrisburg, North Carolina 28075
Tax Parcel ID: 55079363640000
Acreage: 29.21 acres

The undersigned, as owner of this parcel of land located at the physical address identified above in Cabarrus County, North Carolina that are designated as Parcel Identification Number identified above and which is the subject of the attached Annexation Application, hereby join and give permission to Shea Homes to request and file this Application with the Town of Harrisburg, North Carolina.

This 11th day of October, 2019.

Owner's Name (printed): Alice S. Morgan
Alice S. Morgan
Owner's Name (signature): Merrill Morgan
Merrill S. Morgan



VICINITY MAP
NTS

LEGEND

- EXISTING IRON PIPE/REBAR
- IRON PIPE SET
- EXISTING CONCRETE MONUMENT
- CONCRETE MONUMENT SET
- CALCULATED POINT
- CALCULATED POINT
- BORE HOLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- GREASE TRAP
- WATER VALVE
- WATER METER
- BACKFLOW PREVENTER
- FIRE HYDRANT
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- GAS METER
- GAS VALVE
- ELECTRIC BOX/METER
- AIR CONDITIONING UNIT
- TRAFFIC SIGNAL BOX
- LIGHT POLE
- POWER POLE WITH GUY ANCHOR
- CURB INLET
- STORM DRAINAGE MANHOLE
- YARD INLET
- FLARED END SECTION
- BOLLARD
- SIGN
- MAILBOX
- TREE LINE
- RAILROAD TRACKS
- GUARD RAIL
- STORM DRAIN
- OVERHEAD UTILITY LINE
- UNDERGROUND ELECTRIC
- UNDERGROUND COMMUNICATIONS LINE
- WATER LINE
- SANITARY SEWER LINE
- GAS LINE
- FENCE LINE
- SURVEYED PROPERTY LINE
- PROPERTY LINE NOT SURVEYED

GENERAL NOTES

- THIS IS A SURVEY OF EXISTING PARCELS OF LAND. THIS IS AN ALTA/NSPS LAND TITLE SURVEY.
- BEARINGS ARE RELATIVE TO NC GRID NORTH NAD 83 (2011).
- ZONING: RE AS PER CABARRUS COUNTY GIS.
- FLOOD NOTE: PORTIONS OF THESE PROPERTIES ARE LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE" AS DEFINED BY FEMA F.I.R.M. MAP NO. 3710550700J, DATED 11/5/2008.
- REFERENCES: DEED BOOK 7658, PAGE 126
PARCEL NUMBERS OF SUBJECT PROPERTY: 55079363640000
- UTILITY STATEMENT: THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- DUE TO LACK OF FIELD EVIDENCE AND POOR DEEDS, THE EXACT LOCATION OF THE EASTERN BOUNDARY LINE, OF MCCACHREN, DEED BOOK 6662, PAGE 277, WAS UNABLE TO BE DETERMINED. A NEW DIVISION LINE IS BEING ESTABLISHED THROUGH DEED BOOK 726, PAGE 331 AND EAST OF THE APPROXIMATE LOCATION OF THE EASTERN BOUNDARY LINE OF DEED BOOK 6662, PAGE 277. OWNERSHIP IS THE SAME FOR BOTH DEEDS AS OF THE DATE OF THIS PLAT.
- WETLAND AREA DELINEATED BY WETLANDS & WATERS, INC. 5-09-18.

CURVE TABLE	
CHORD	BEARING
142.91	S 87°47'37" W 142.89
201.48	S 86°34'43" W 201.47
201.48	S 86°34'43" W 201.47

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 08°56'54" E	16.37
L2	N 08°56'54" E	38.05
L3	N 02°58'59" E	28.77
L4	N 03°07'30" E	36.52
L5	N 28°47'48" E	37.84
L6	N 28°56'59" E	27.80
L7	N 69°56'44" E	36.73
L8	N 81°22'37" E	35.85
L9	N 88°43'22" E	18.67
L10	N 31°44'42" W	27.02
L11	N 88°07'58" E	32.26
L12	N 31°44'42" W	27.02
L13	N 88°07'58" E	32.26
L14	N 44°40'04" E	71.23
L15	N 27°49'07" E	76.99
L16	N 45°09'59" E	58.89
L17	N 45°09'59" E	58.89
L18	N 42°17'19" E	61.51
L19	N 42°17'19" E	61.51
L20	N 41°09'27" E	59.68
L21	N 55°03'29" E	69.99

LINE TABLE		
LINE	BEARING	DISTANCE
L22	N 02°58'59" E	28.77
L23	N 03°07'30" E	36.52
L24	N 28°47'48" E	37.84
L25	N 28°56'59" E	27.80
L26	N 69°56'44" E	36.73
L27	N 81°22'37" E	35.85
L28	N 88°43'22" E	18.67
L29	N 31°44'42" W	27.02
L30	N 88°07'58" E	32.26
L31	N 31°44'42" W	27.02
L32	N 88°07'58" E	32.26
L33	N 44°40'04" E	71.23
L34	N 27°49'07" E	76.99
L35	N 45°09'59" E	58.89
L36	N 45°09'59" E	58.89
L37	N 42°17'19" E	61.51
L38	N 42°17'19" E	61.51
L39	N 41°09'27" E	59.68
L40	N 55°03'29" E	69.99

LINE TABLE		
LINE	BEARING	DISTANCE
L41	N 02°58'59" E	28.77
L42	N 03°07'30" E	36.52
L43	N 28°47'48" E	37.84
L44	N 28°56'59" E	27.80
L45	N 69°56'44" E	36.73
L46	N 81°22'37" E	35.85
L47	N 88°43'22" E	18.67
L48	N 31°44'42" W	27.02
L49	N 88°07'58" E	32.26
L50	N 31°44'42" W	27.02
L51	N 88°07'58" E	32.26
L52	N 44°40'04" E	71.23
L53	N 27°49'07" E	76.99
L54	N 45°09'59" E	58.89
L55	N 45°09'59" E	58.89
L56	N 42°17'19" E	61.51
L57	N 42°17'19" E	61.51
L58	N 41°09'27" E	59.68
L59	N 55°03'29" E	69.99

SEE NOTE 2

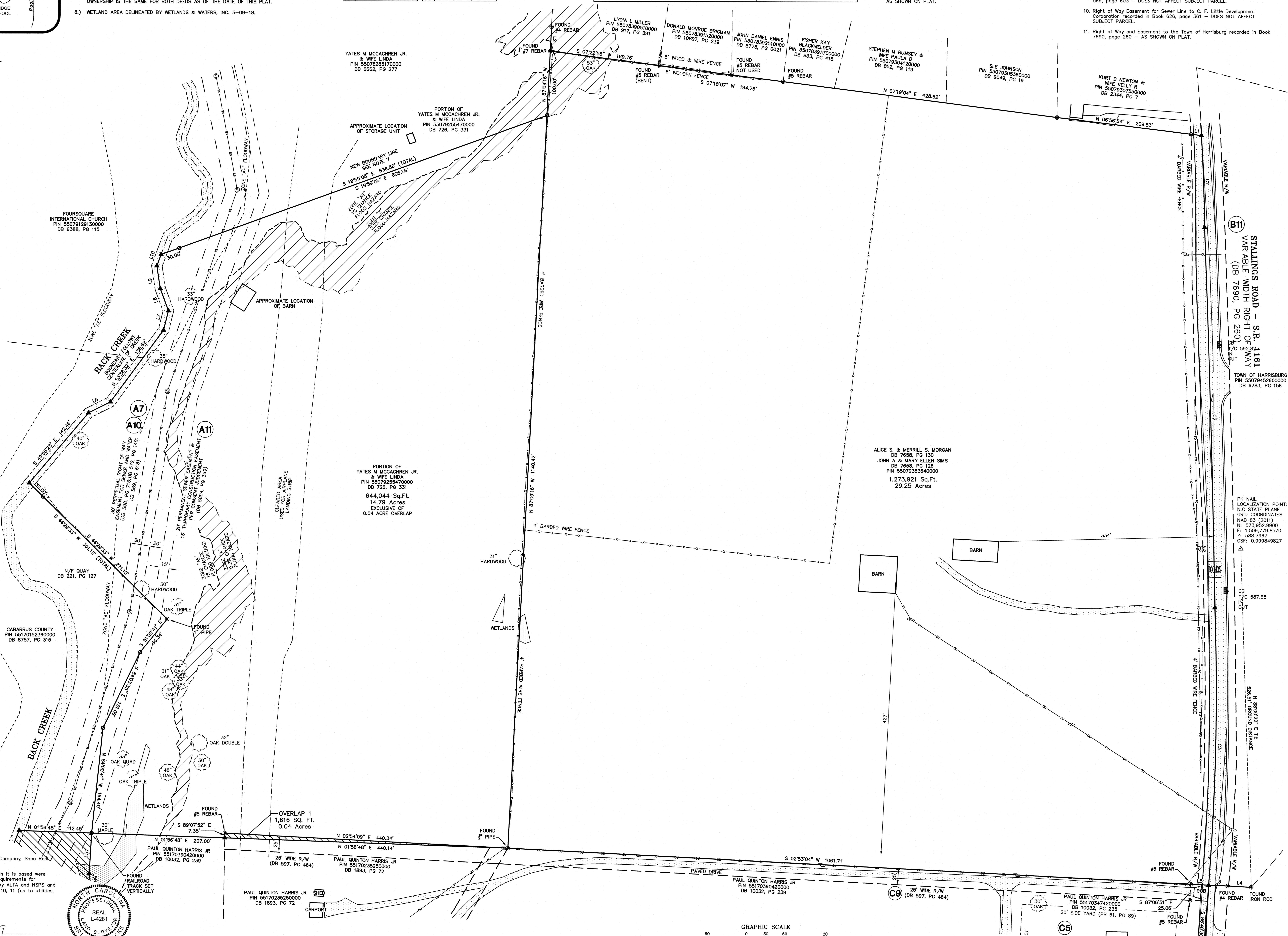
AREA TABLE	
PAUL QUINTON HARRIS JR. PARENT TRACT - EXCLUSIVE OF OVERLAP 2 (DB 304, PG 164) INCLUDING PINS 55170235250000, 55170245910000, 55170390420000, & 55170347420000	1,930,973 SQUARE FEET, 44.33 ACRES
OVERLAP 1	1,616 SQUARE FEET, 0.04 ACRES
OVERLAP 2	38,228 SQUARE FEET, 0.88 ACRES
JOHN A & MARY ELLEN SIMS (DB 7658, PG 126) PIN 55079363640000	1,273,921 SQUARE FEET, 29.25 ACRES
PORTION OF YATES M MCCACHREN JR. & WIFE LINDA - EXCLUSIVE OF OVERLAP 1 (DB 726, PG 331) PIN 55079255470000	644,044 SQUARE FEET, 14.79 ACRES

NOTES PERTAINING TO CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 18-097220H EFFECTIVE: JUNE 6, 2018 AT 8:00 AM IN CABARRUS COUNTY SCHEDULE B - SECTION II (EXCEPTIONS)

- Right of Way Grant to the Concord Telephone Company recorded in Book 167, page 374 (STATES POLES CAN BE CONSTRUCTED NO LESS THAN 1' FROM THE RIGHT OF WAY; BLANKET IN NATURE, NOT PLOTTABLE); and Book 333, page 580 (BLANKET IN NATURE, NOT PLOTTABLE).
- Right of Way Easement to Cabarrus County recorded in Book 569, page 618 - AS SHOWN ON PLAT.
- Drainage/Utility Easements to the Department of Transportation recorded in Book 9032, page 319; and Book 10520, page 20 - DOES NOT AFFECT SUBJECT PARCEL.
- Right of Way and Easement to the Town of Harrisburg recorded in Book 6662, page 277 - DOES NOT AFFECT SUBJECT PARCEL.
- Final Judgment on Commissioner's Award recorded in Book 598, page 715, in connection therewith Memorandum of Action recorded in Book 572, page 149 - AS SHOWN ON PLAT.
- Consent Judgment recorded in Book 5894, page 366; in connection therewith Memorandum of Action recorded in Book 5543, page 275 - AS SHOWN ON PLAT.

NOTES PERTAINING TO CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 18-097220H EFFECTIVE: APRIL 25, 2018 AT 8:00 AM IN CABARRUS COUNTY SCHEDULE B - SECTION II (EXCEPTIONS)

- Easement(s) to Duke Power Company recorded in Book 151, page 315 - BLANKET IN NATURE, NOT PLOTTABLE; Book 276, page(s) 473 and 474 - DOES NOT AFFECT SUBJECT PARCEL; Book 292, page 97 - BLANKET IN NATURE, NOT PLOTTABLE; and Book 321, page 583 - BLANKET IN NATURE, NOT PLOTTABLE.
- Right of Way Grant(s) to the Concord Telephone Company, Inc. recorded in Book 187, page(s) 166, 167 and 168 - DOES NOT AFFECT SUBJECT PARCEL; Book 231, page 400 - DOES NOT AFFECT SUBJECT PARCEL; Book 333, page 285 - DOES NOT AFFECT SUBJECT PARCEL; Book 340, page 534 - BLANKET IN NATURE, NOT PLOTTABLE; and Book 427, page 611 - DOES NOT AFFECT SUBJECT PARCEL.
- Grant of Easement to North Carolina Natural Gas Corp., recorded in Book 289, page 159 - DOES NOT AFFECT SUBJECT PROPERTY AS PER CARL YARAB, ASSET PROTECTION SPECIALIST II, PIEDMONT NATURAL GAS COMPANY, DUKE ENERGY; FEBRUARY 20, 2019.
- Right of Way Agreement to the State Highway Commission recorded in Book 314, page 265 - DOES NOT AFFECT SUBJECT PARCEL.
- Right-of-Way Easement to the Town of Harrisburg recorded in Book 569, page 603 - DOES NOT AFFECT SUBJECT PARCEL.
- Right of Way Easement for Sewer Line to C. F. Little Development Corporation recorded in Book 626, page 361 - DOES NOT AFFECT SUBJECT PARCEL.
- Right of Way Easement to the Town of Harrisburg recorded in Book 7650, page 260 - AS SHOWN ON PLAT.



I, BRIAN E. HICKS, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- CLASS OF SURVEY: CLASS A
- POSITIONAL ACCURACY: < 0.100'
- TYPE OF GPS FIELD PROCEDURE: VRS
- DATE OF SURVEY: 05-15-2018
- DATUM/EPOCH: NAD 83(2011)
- PUBLISHED/TKED-CONTROL USED: NC49 BASE ARP
- DEOD MODEL: GEOD12A
- COMBINED GRID FACTOR(S): 0.9999840147
- UNITS: METERS CONVERTED TO US SURVEY FEET

This survey is made for the benefit of Chicago Title Insurance Company, Shea Real Estate Investments, LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11 (as to utilities, surface matters only), 13, 16 & 17 of Table A thereof.

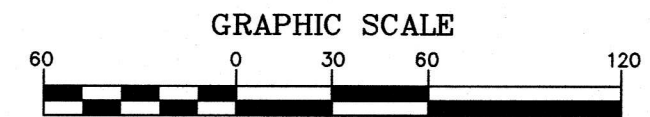
The field work was completed on June 19, 2018.

Date of Plat or Map: February 21, 2019

Brian E. Hicks, PLS L-4281
bhicks@McAdamsCo.com



FOR CONTINUATION SEE SHEET 2 OF 3



THE JOHN R. MCADAMS COMPANY, INC.
3408 Tansylvania Way
Charlotte, North Carolina 28277
704.527.0800 • McAdamsCo.com



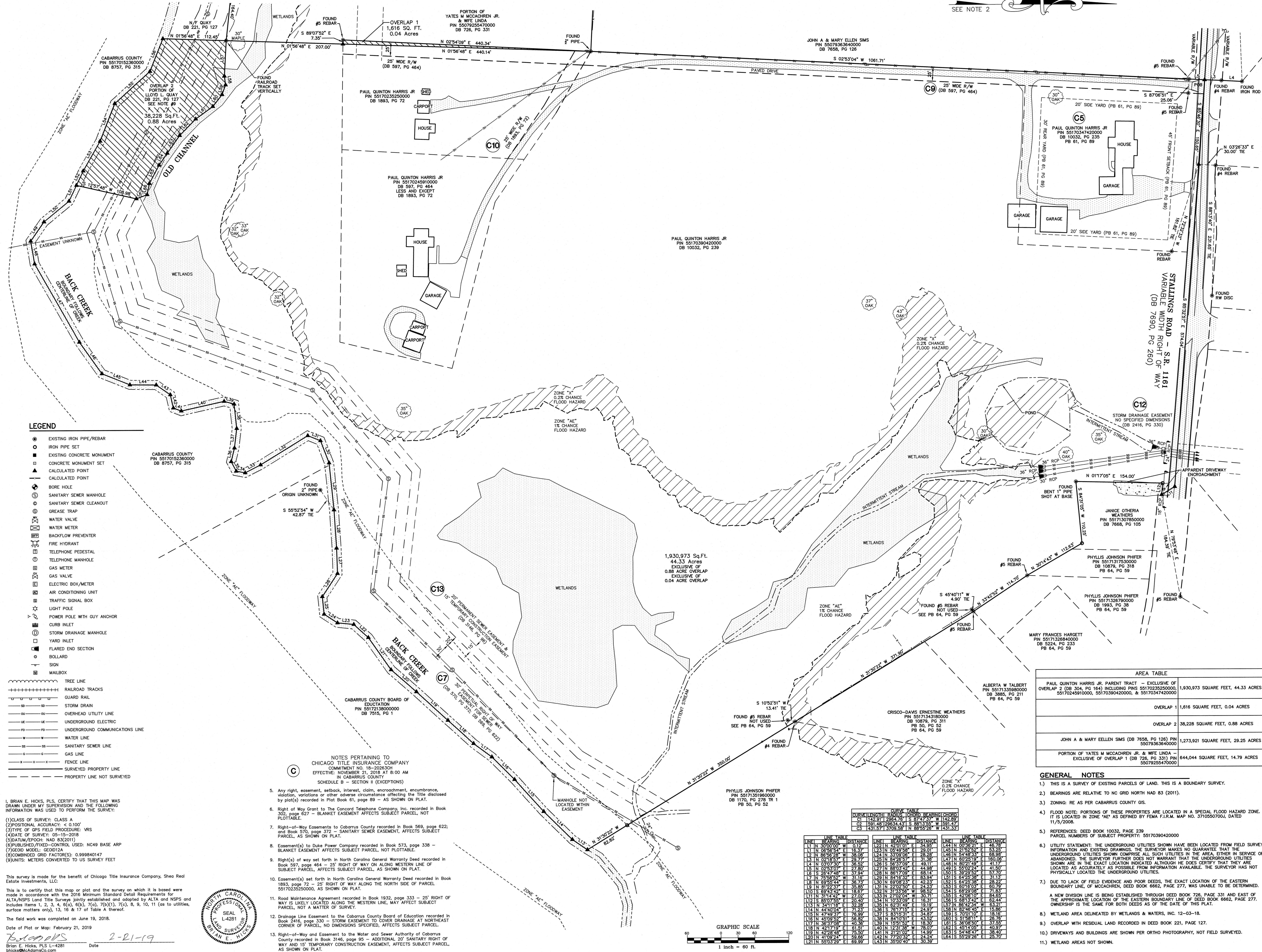
REVISIONS:
JULY 13, 2018 - SCH. BII EXCEPTIONS & LEGAL DISC.
DECEMBER 11, 2018 - ADDITIONAL BOUNDARY
DECEMBER 21, 2018 - WETLANDS AND LEGAL DISC.

OWNER:
SHEA INVESTMENTS
FUND 4, LLC
8008 CORPORATE CENTER DR.
SUITE 300
CHARLOTTE, NC 28226

STALLINGS ROAD PROPERTY
4025 STALLINGS RD. & 6931 HICKORY RIDGE RD
TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA

PROJECT NO: SHH-18020
FILENAME: SHH18020-AT1
CHECKED BY: BEH
DRAWN BY: CCG
SCALE: 1"=60'
DATE: 2-21-2019
SHEET NO: 1-3
McAdams

SEE NOTE 2





McADAMS

REVISIONS:	SCHEMATIC & LEGAL DESC.
JULY 13, 2018	- SCH. BIL. EXCEPTIONS & LEGAL DESC.
DECEMBER 11, 2018	- ADDITIONAL BOUNDARY
DECEMBER 21, 2018	- WETLANDS AND LEGAL DESC.

OWNER:	PROJECT:
SHEA INVESTMENTS FUND 4, LLC 8008 CORPORATE CENTER DR. SUITE 900 CHARLOTTE, NC 28226	STALLINGS ROAD PROPERTY 4025 STALLINGS RD. & 6931 HICKORY RIDGE RD TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA

ALTA/NSPS SURVEY

PROJECT NO:	SHH-18020
FILENAME:	SHH18020-ATT1
CHECKED BY:	BEH
DRAWN BY:	CCG
SCALE:	1"=60'
DATE:	2-21-2019
SHEET NO:	3-3
	McADAMS



PARCEL 55079255470000 LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF THAT JOHN A. & MARY ELLEN SIMS PARCEL RECORDED IN BOOK 7658, PAGE 126 OF THE CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR), AND NORTH OF BACK CREEK, AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF: NORTHING 573,952.990, EASTING: 1,509,779.857, NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD — S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 (CCR); THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT;

THENCE, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 3" PIPE ON THE SOUTHERN LINE OF THAT JOHN A. & MARY ELLEN SIMS PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR) AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A COUNTERCLOCKWISE DIRECTION WITH SAID SIMS SOUTHERN LINE, NORTH 87°09'16" WEST, 1140.42 FEET TO A SET IRON PIPE ON THE NORTHERN END OF A PROPOSED NEW LINE;

THENCE, WITH SAID PROPOSED NEW LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 19°59'05" EAST, 606.56 FEET TO A SET IRON PIPE;
2. SOUTH 19°59'05" EAST, 30.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH SAID CENTERLINE OF BACK CREEK THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 69°43'42" EAST, 18.67 FEET TO A CALCULATED POINT;
2. NORTH 81°22'37" EAST, 33.85 FEET TO A CALCULATED POINT;
3. NORTH 69°55'44" EAST, 36.73 FEET TO A CALCULATED POINT;
4. SOUTH 75°58'52" EAST, 31.16 FEET TO A CALCULATED POINT;
5. SOUTH 63°36'32" EAST, 136.62 FEET TO A CALCULATED POINT;
6. SOUTH 26°47'48" EAST, 37.94 FEET TO A CALCULATED POINT;
7. SOUTH 49°58'23" EAST, 142.46 FEET TO A CALCULATED POINT

THENCE, LEAVING SAID CENTERLINE OF BACK CREEK WITH THE WESTERN LINE OF THAT N/F QUAY PARCEL RECORDED IN BOOK 221, PAGE 127 (CCR) THE FOLLOWING FIVE (5) COURSES:

1. NORTH 44°29'33" EAST, 30.00 FEET TO A SET IRON PIPE;
2. NORTH 44°29'33" EAST, 271.10 FEET TO A FOUND 1" PIPE;
3. SOUTH 51°00'41" EAST, 66.34 FEET;
4. SOUTH 84°03'35" EAST, 131.09 FEET;
5. SOUTH 84°00'41" EAST, 164.40 FEET TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE WESTERN LINE OF THAT PAUL QUINTON HARRIS JR PARCEL RECORDED IN BOOK 10032, PAGE 239 (CCR);

THENCE, NORTH 01°56'48" EAST, 647.14 FEET TO THE POINT OF BEGINNING, CONTAINING 644044 SQUARE FEET, 14.785 ACRES, MORE OR LESS, AS SHOWN ON THAT "STALLINGS ROAD PROPERTY ALTA/NSPS SURVEY PREPARED BY MCADAMS, DATED JULY XX, 2018, SIGNED BY BRIAN E. HICKS, NC PLS L-4281;

THE ABOVE DESCRIPTION INCLUDES AN OVERLAP AREA OF 1,616 SQ. FT. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND 3" PIPE, BEING THE NORTHEASTERN CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE, SOUTH 02°34'03" WEST, 440.34 FEET TO A FOUND #5 REBAR;

THENCE, SOUTH 89°07'52" EAST, 7.35 FEET TO A CALCULATED POINT;

THENCE, NORTH 01°56'48" EAST, 440.14 FEET TO THE POINT OF BEGINNING.

PARCEL 55079363640000 LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND NORTH OF THAT PORTION OF YATES M. MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331 OF THE CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR), SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF: NORTHING 573,952.990, EASTING: 1,509,779.857, NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD — S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 (CCR); THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 3" PIPE ON THE NORTHERN LINE OF THAT PORTION OF YATES M. MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR);

THENCE, WITH SAID MCCACHREN NORTHERN LINE, NORTH 87°09'16" WEST, 1140.42 FEET TO A SET IRON PIPE ON THE NORTHERN END OF A PROPOSED NEW LINE SUBDIVIDING SAID MCCACHREN PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR);

THENCE, WITH SAID MCCACHREN LINE, NORTH 87°09'16" WEST, 100.00 FEET TO A FOUND #7 REBAR BEING THE SOUTHEASTERN CORNER OF THAT CEDAR FIELDS SUBDIVISION RECORDED IN MAP BOOK 23, PAGE 53 (CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. NORTH 07°22'56" EAST, 169.76 FEET TO A FOUND BENT #5 REBAR A COMMON CORNER BETWEEN THAT LYDIA MILLER PARCEL RECORDED IN BOOK 917, PAGE 391 (CCR) AND THAT DONALD BRIGMAN PARCEL RECORDED IN BOOK 10897, PAGE 239 (CCR);
2. NORTH 07°19'07" EAST, 194.76 FEET TO A FOUND #5 REBAR TO A COMMON CORNER OF THAT JOHN DANIEL ENNIS PARCEL RECORDED IN BOOK 5775, PAGE 0021 (CCR) AND THAT FISHER KAY BLACKWELDER PARCEL RECORDED IN BOOK 833, PAGE 418 (CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION THEN WITH THAT SLE JOHNSON PARCEL RECORDED IN BOOK 9049, PAGE 190 (CCR), NORTH 07°19'04" EAST, 428.62 FEET TO A FOUND #5 REBAR ON THE EASTERN LINE OF THAT KURT D. NEWTON & WIFE KELLY R. PARCEL RECORDED IN BOOK 2344, PAGE 7;

THENCE, WITH SAID NEWTON PARCEL, NORTH 06°56'54" EAST, 209.53 FEET TO A SET IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF STALLINGS ROAD;

THENCE, NORTH 06°56'54" EAST, 16.37 FEET TO A CALCULATED POINT IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE CONTINUING IN THE RIGHT OF WAY OF STALLINGS ROAD, THE FOLLOWING THREE (3) COURSES:

1. WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 142.91 FEET, A RADIUS OF 2964.76 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87°47'37" EAST 142.89 FEET;
2. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 591.48 FEET, A RADIUS OF 29634.43 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 88°13'55" EAST 591.47 FEET;
3. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 431.57 FEET, A RADIUS OF 3709.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88°55'26" EAST 431.33 FEET;

TO THE POINT OF BEGINNING, CONTAINING 1273921 SQUARE FEET, 29.245 ACRES, MORE OR LESS.

PARCELS 55079255470000 & 55079363640000
COMBINED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF: NORTHING 573,952.990, EASTING: 1,509,779.857, THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD — S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);

THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 3" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M. MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR);

THENCE, WITH SAID MCCACHREN EASTERN LINE, SOUTH 01°56'48" WEST, 647.14 FEET TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE WESTERN LINE OF THAT PAUL QUINTON HARRIS JR. PARCEL RECORDED IN BOOK 10032, PAGE 239 (CCR);

THENCE WITH THE NORTHERN LINE OF THAT N/F QUAY PARCEL RECORDED IN BOOK 221, PAGE 127 (CCR) THE FOLLOWING FIVE (5) COURSES:

1. NORTH 84°00'41" WEST, 164.40 FEET TO A SET IRON PIPE;
2. NORTH 84°03'35" WEST, 131.09 FEET TO A SET IRON PIPE;
3. NORTH 81°00'41" WEST, 66.34 FEET TO A FOUND 1" PIPE;
4. SOUTH 44°29'33" WEST, 271.10 FEET TO A SET IRON PIPE;
5. SOUTH 44°29'33" WEST, 30.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH SAID CENTERLINE OF BACK CREEK THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 49°58'23" WEST, 142.46 FEET TO A CALCULATED POINT;
2. NORTH 26°47'48" WEST, 37.94 FEET TO A CALCULATED POINT;
3. NORTH 53°38'32" WEST, 136.62 FEET TO A CALCULATED POINT;
4. NORTH 75°58'52" WEST, 31.16 FEET TO A CALCULATED POINT;
5. SOUTH 69°55'44" WEST, 36.73 FEET TO A CALCULATED POINT;
6. SOUTH 81°22'37" WEST, 35.85 FEET TO A CALCULATED POINT;
7. NORTH 69°43'42" WEST, 18.67 FEET TO A CALCULATED POINT;

THENCE, LEAVING SAID CENTERLINE OF BACK CREEK AND WITH A PROPOSED NEW LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 19°59'05" WEST, 30.00 FEET TO A SET IRON PIPE;
2. NORTH 19°59'05" WEST, 606.56 FEET TO A SET IRON PIPE ON THE NORTHERN LINE OF THE AFOREMENTIONED PORTION OF YATES M. MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR);

THENCE, WITH SAID MCCACHREN LINE, NORTH 87°09'16" WEST, 100.00 FEET TO A FOUND #7 REBAR BEING THE SOUTHEASTERN CORNER OF THAT CEDAR FIELDS SUBDIVISION RECORDED IN MAP BOOK 23, PAGE 53 (CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. NORTH 07°22'56" EAST, 169.76 FEET TO A FOUND BENT #5 REBAR A COMMON CORNER BETWEEN THAT LYDIA MILLER PARCEL RECORDED IN BOOK 917, PAGE 391 (CCR) AND THAT DONALD BRIGMAN PARCEL RECORDED IN BOOK 10897, PAGE 239 (CCR);
2. NORTH 07°19'07" EAST, 194.76 FEET TO A FOUND #5 REBAR TO A COMMON CORNER OF THAT JOHN DANIEL ENNIS PARCEL RECORDED IN BOOK 5775, PAGE 0021 (CCR) AND THAT FISHER KAY BLACKWELDER PARCEL RECORDED IN BOOK 833, PAGE 418 (CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION THEN WITH THAT SLE JOHNSON PARCEL RECORDED IN BOOK 9049, PAGE 190 (CCR), NORTH 07°19'04" EAST, 428.62 FEET TO A FOUND #5 REBAR ON THE EASTERN LINE OF THAT KURT D. NEWTON & WIFE KELLY R. PARCEL RECORDED IN BOOK 2344, PAGE 7;

THENCE, WITH SAID NEWTON PARCEL, NORTH 06°56'54" EAST, 209.53 FEET TO A SET IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF STALLINGS ROAD;

THENCE, NORTH 06°56'54" EAST, 16.37 FEET TO A CALCULATED POINT IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE CONTINUING IN THE RIGHT OF WAY OF STALLINGS ROAD, THE FOLLOWING THREE (3) COURSES:

1. WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 142.91 FEET, A RADIUS OF 2964.76 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87°47'37" EAST 142.89 FEET;
2. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 591.48 FEET, A RADIUS OF 29634.43 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 88°13'55" EAST 591.47 FEET;
3. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 431.57 FEET, A RADIUS OF 3709.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88°55'26" EAST 431.33 FEET;

TO THE POINT OF BEGINNING, CONTAINING 1,917,965 SQUARE FEET, 44.03 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION INCLUDES AN OVERLAP AREA OF 1,616 SQ. FT. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEASTERN CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 3" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M. MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR);

THENCE, SOUTH 02°54'09" WEST, 440.34 FEET TO A FOUND #5 REBAR;

THENCE, SOUTH 89°07'52" EAST, 7.35 FEET TO A CALCULATED POINT;

THENCE, NORTH 01°56'48" EAST, 440.14 FEET TO THE POINT OF BEGINNING.

PARCELS 55170390420000, 55170235250000, 55170245910000
& 55170347420000 COMBINED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF: NORTHING 573,952.990, EASTING: 1,509,779.857, THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD — S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);

THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, S 85°46'30" E A DISTANCE OF 150.65' TO A CALCULATED POINT;

THENCE, S 85°32'57" E A DISTANCE OF 574.04' TO A CALCULATED POINT;

THENCE, S 31°14'42" E A DISTANCE OF 27.02' TO A CALCULATED POINT;

THENCE, N 85°07'55" W A DISTANCE OF 20.40' TO A SET PK NAIL, ON THE WESTERN LINE OF THAT JANICE OTHERRA WEATHERS PARCEL RECORDED IN BOOK 7668, PAGE 105 (CCR);

THENCE WITH THE WESTERN LINE OF SAID WEATHERS PARCEL, S 01°17'05" W A DISTANCE OF 154.00' TO A FOUND 1" BENT PIPE;

THENCE, WITH THE SOUTHERN LINE OF SAID WEATHERS PARCEL, N 84°31'05" E A DISTANCE OF 110.25' TO A SET 3" PIPE ON THE WESTERN LINE OF THAT RECOMBINATION PLAT FOR THE ERNESTINE WEATHERS DAVIS, ALBERTA W. TALBERT & PHYLLIS JOHNSON PHEFER PROPERTY AS RECORDED IN PLAT BOOK 64, PAGE 59 (CCR);

THENCE WITH THE WESTERN LINE OF SAID RECOMBINATION PLAT, ALONG THE REAR LOT LINES OF PARCELS BELONGING TO PHYLLIS JOHNSON PHEFER, MARY FRANCES HARGETT, ALBERTA W. TALBERT & CRISCO-DAVIS ERNESTINE WEATHERS, THE FOLLOWING THREE (3) COURSES:

1. S 30°14'43" E A DISTANCE OF 112.63' TO A FOUND #5 REBAR;
2. S 33°42'52" E A DISTANCE OF 114.70' TO A FOUND #5 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 45°40'11" W, 4.90' FROM THIS CORNER);
3. S 31°30'22" E A DISTANCE OF 371.90' TO A FOUND #4 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 10°52'51" W, 13.41' FROM THIS CORNER) ON THE WESTERN LINE OF THAT PHYLLIS JOHNSON PHEFER PARCEL RECORDED IN PLAT BOOK 50, PAGE 52;

THENCE, WITH THE WESTERN LINE OF SAID PHEFER PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 31°30'22" E A DISTANCE OF 350.00' TO A SET 1" PIPE;
2. S 31°30'22" E A DISTANCE OF 82.82' TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH THE CENTERLINE OF SAID BACK CREEK, THE FOLLOWING FORTY-FOUR(44) COURSES:

1. S 34°11'18" W A DISTANCE OF 32.28' TO A CALCULATED POINT;
2. S 44°40'04" W A DISTANCE OF 71.23' TO A CALCULATED POINT;
3. S 47°49'37" W A DISTANCE OF 76.99' TO A CALCULATED POINT;
4. S 45°09'52" W A DISTANCE OF 56.82' TO A CALCULATED POINT;
5. S 38°37'08" W A DISTANCE OF 40.36' TO A CALCULATED POINT;
6. S 42°17'19" W A DISTANCE OF 61.51' TO A CALCULATED POINT;
7. S 42°28'48" W A DISTANCE OF 75.50' TO A CALCULATED POINT;
8. S 41°09'24" W A DISTANCE OF 59.66' TO A CALCULATED POINT;
9. S 55°03'29" W A DISTANCE OF 69.99' TO A CALCULATED POINT;
10. S 42°01'01" W A DISTANCE OF 34.95' TO A CALCULATED POINT;
11. S 05°49'16" W A DISTANCE OF 98.52' TO A CALCULATED POINT;
12. S 33°09'06" W A DISTANCE OF 28.28' TO A CALCULATED POINT;
13. S 84°26'57" W A DISTANCE OF 31.38' TO A CALCULATED POINT;
14. N 56°37'08" W A DISTANCE OF 49.11' TO A CALCULATED POINT;
15. S 88°03'42" W A DISTANCE OF 44.98' TO A CALCULATED POINT;
16. S 86°17'09" W A DISTANCE OF 68.14' TO A CALCULATED POINT;
17. S 84°16'32" W A DISTANCE OF 83.94' TO A CALCULATED POINT;
18. S 69°08'23" W A DISTANCE OF 42.23' TO A CALCULATED POINT;
19. S 22°02'50" W A DISTANCE OF 24.23' TO A CALCULATED POINT;
20. S 31°33'56" E A DISTANCE OF 98.52' TO A CALCULATED POINT;
21. S 27°02'04" E A DISTANCE OF 30.71' TO A CALCULATED POINT;
22. S 10°33'09" W A DISTANCE OF 16.31' TO A CALCULATED POINT;
23. S 62°31'49" W A DISTANCE OF 19.19' TO A CALCULATED POINT;
24. N 76°17'15" W A DISTANCE OF 24.97' TO A CALCULATED POINT;
25. N 83°13'31" W A DISTANCE OF 34.87' TO A CALCULATED POINT;
26. S 84°10'51" W A DISTANCE OF 43.52' TO A CALCULATED POINT;
27. S 15°51'52" W A DISTANCE OF 18.30' TO A CALCULATED POINT;
28. S 12°31'38" E A DISTANCE OF 78.07' TO A CALCULATED POINT;
29. S 21°21'02" W A DISTANCE OF 14.99' TO A CALCULATED POINT;
30. S 77°20'32" W A DISTANCE OF 24.24' TO A CALCULATED POINT;
31. S 35°00'40" W A DISTANCE OF 30.39' TO A CALCULATED POINT;
32. S 00°36'21" W A DISTANCE OF 46.78' TO A CALCULATED POINT;
33. S 21°52'52" W A DISTANCE OF 53.25' TO A CALCULATED POINT;
34. S 54°48'33" W A DISTANCE OF 68.98' TO A CALCULATED POINT;
35. S 60°25'19" W A DISTANCE OF 160.06' TO A CALCULATED POINT;
36. S 80°21'49" W A DISTANCE OF 41.17' TO A CALCULATED POINT;
37. N 55°02'24" W A DISTANCE OF 41.50' TO A CALCULATED POINT;
38. N 39°29'52" W A DISTANCE OF 57.70' TO A CALCULATED POINT;
39. N 64°25'38" W A DISTANCE OF 31.13' TO A CALCULATED POINT;
40. N 64°25'38" W A DISTANCE OF 28.22' TO A CALCULATED POINT;
41. N 60°16'03" W A DISTANCE OF 60.79' TO A CALCULATED POINT;
42. N 68°29'08" W A DISTANCE OF 71.83' TO A CALCULATED POINT;
43. N 42°06'10" W A DISTANCE OF 84.65' TO A CALCULATED POINT;
44. N 68°13'42" W A DISTANCE OF 62.44' TO A CALCULATED POINT ON THE EASTERN LINE OF THAT PARCEL, NOW OR FORMERLY TITLED TO QUAY, RECORDED IN BOOK 221, PAGE 127 (CCR);

THENCE, WITH THE WESTERN LINE OF SAID QUAY PARCEL, N 01°56'48" E A DISTANCE OF 112.45' TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE EASTERN LINE OF THAT PORTION OF YATES M. MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331 (CCR);

THENCE, WITH THE EASTERN LINE OF SAID MCCACHREN PARCEL THE FOLLOWING TWO (2) COURSES:

1. N 01°56'48" E A DISTANCE OF 207.00' TO A CALCULATED POINT ON THE LINE OF THAT PAUL QUINTON HARRIS JR. PARCEL, RECORDED IN BOOK 1893, PAGE 72 (CCR);
2. N 01°56'48" E A DISTANCE OF 440.14' TO A FOUND 3" PIPE ON THE EASTERN LINE OF THAT JOHN A. & MARY ELLEN SIMS PARCEL, RECORDED IN BOOK 7658, PAGE 126 (CCR);

THENCE, WITH SAID SIMS PARCEL, THE FOLLOWING TWO (2) COURSES:

1. N 02°53'04" E A DISTANCE OF 1061.71' TO A FOUND #5 REBAR;
2. N 02°53'07" E A DISTANCE OF 27.80' TO THE POINT OF BEGINNING.



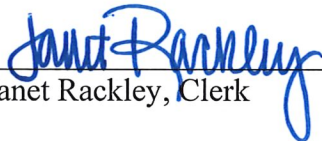
CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 28th day of October 2019.




Janet Rackley, Clerk



July 19, 2019

Mike Shea
Shea Homes
[Via email]

Mr. Shea,

This letter is to inform you that the rezoning request H2018-08-(R) was **approved** by the Town Council on Monday, August 12th, 2019 meeting.

This property is located at parcel PIN# 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000 & 55079255470000, located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. The rezoning request H2018-08-(R) was to rezone approximately 85.35 acres from RE, Rural Estate to RV-CZ, Conditional Residential Village.

The rezoning was approved with the following conditions.

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

Please be advised that as part of the rezoning approval, Town Council directed staff to work with applicant and NCDOT to modify the intersection at Stallings Park and Stallings Road to allow for left turns out of the park. Town staff will discuss possible options with NCDOT and present potential change to the applicant. Applicant will need to show modified intersection as part of the Preliminary Plat approval process.



You may continue with Site Plan review for approval through the Town of Harrisburg Planning and Zoning Department, the next step is to submit Preliminary Plat for review that meets the above conditions.

If you have any questions or concerns, please let me know.

Sincerely,

Sushil Nepal

Sushil Nepal, AICP

Planning & Economic Development Director

Town of Harrisburg



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on January 13, 2020.

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

PARCELS 55170390420000, 55170235250000, 55170245910000 & 55170347420000

COMBINED PARCELS SURVEYED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING 573,952.990, EASTING: 1,509,779.857; THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD - S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);

THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, S 85°46'30" E A DISTANCE OF 150.65' TO A CALCULATED POINT;

THENCE, S 85°32'57" E A DISTANCE OF 574.04' TO A CALCULATED POINT;

THENCE, S 31°14'42" E A DISTANCE OF 27.02' TO A CALCULATED POINT;

THENCE, N 85°07'55" W A DISTANCE OF 20.40' TO A SET PK NAIL, ON THE WESTERN LINE OF THAT JANICE OTHERIA WEATHERS PARCEL RECORDED IN BOOK 7668, PAGE 105(CCR);

THENCE WITH THE WESTERN LINE OF SAID WEATHERS PARCEL, S 01°17'05" W A DISTANCE OF 154.00' TO A FOUND 1" BENT PIPE;

THENCE, WITH THE SOUTHERN LINE OF SAID WEATHERS PARCEL, N 84°31'05" E A DISTANCE OF 110.25' TO A SET 1/2" PIPE ON THE WESTERN LINE OF THAT RECOMBINATION PLAT FOR THE ERNESTINE WEATHERS DAVIS, ALBERTA W. TALBERT & PHYLLIS JOHNSON PHIFER PROPERTY AS RECORDED IN PLAT BOOK 64, PAGE 59(CCR);

THENCE WITH THE WESTERN LINE OF SAID RECOMBINATION PLAT, ALONG THE REAR LOT LINES OF PARCELS BELONGING TO PHYLLIS JOHNSON PHIFER, MARY FRANCES HARGETT, ALBERTA W TALBERT & CRISCO-DAVIS ERNESTINE WEATHERS, THE FOLLOWING THREE (3) COURSES:

1. S 30°14'43" E A DISTANCE OF 112.63' TO A FOUND #5 REBAR;
2. S 33°42'52" E A DISTANCE OF 114.70' TO A FOUND #5 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 45°40'11" W, 4.90' FROM THIS CORNER);
3. S 31°30'22" E A DISTANCE OF 371.90' TO A FOUND #4 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 10°52'51" W, 13.41' FROM THIS CORNER) ON THE WESTERN LINE OF THAT PHYLLIS JOHNSON PHIFER PARCEL RECORDED IN PLAT BOOK 50, PAGE 52;

THENCE, WITH THE WESTERN LINE OF SAID PHIFER PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 31°30'22" E A DISTANCE OF 350.00' TO A SET 1/2" PIPE;
2. S 31°30'22" E A DISTANCE OF 82.82' TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH THE CENTERLINE OF SAID BACK CREEK, THE FOLLOWING FORTY-FOUR (44) COURSES:

1. S 34°11'18" W A DISTANCE OF 32.28' TO A CALCULATED POINT;
2. S 44°40'04" W A DISTANCE OF 71.23' TO A CALCULATED POINT;
3. S 47°49'37" W A DISTANCE OF 76.99' TO A CALCULATED POINT;
4. S 45°09'52" W A DISTANCE OF 56.82' TO A CALCULATED POINT;
5. S 36°37'08" W A DISTANCE OF 40.36' TO A CALCULATED POINT;
6. S 42°17'19" W A DISTANCE OF 61.51' TO A CALCULATED POINT;
7. S 42°28'48" W A DISTANCE OF 75.50' TO A CALCULATED POINT;
8. S 41°09'24" W A DISTANCE OF 59.66' TO A CALCULATED POINT;
9. S 55°03'29" W A DISTANCE OF 69.99' TO A CALCULATED POINT;
10. S 42°01'01" W A DISTANCE OF 34.95' TO A CALCULATED POINT;
11. S 05°49'58" W A DISTANCE OF 29.01' TO A CALCULATED POINT;
12. S 33°09'06" W A DISTANCE OF 28.28' TO A CALCULATED POINT;
13. S 84°26'57" W A DISTANCE OF 31.38' TO A CALCULATED POINT;
14. N 56°37'09" W A DISTANCE OF 49.11' TO A CALCULATED POINT;
15. S 88°03'42" W A DISTANCE OF 44.98' TO A CALCULATED POINT;
16. S 86°17'09" W A DISTANCE OF 68.14' TO A CALCULATED POINT;
17. S 84°16'32" W A DISTANCE OF 83.94' TO A CALCULATED POINT;
18. S 69°08'23" W A DISTANCE OF 42.23' TO A CALCULATED POINT;
19. S 22°02'50" W A DISTANCE OF 24.23' TO A CALCULATED POINT;
20. S 31°33'56" E A DISTANCE OF 98.52' TO A CALCULATED POINT;
21. S 27°02'04" E A DISTANCE OF 30.71' TO A CALCULATED POINT;
22. S 10°33'09" W A DISTANCE OF 16.31' TO A CALCULATED POINT;
23. S 62°31'49" W A DISTANCE OF 19.19' TO A CALCULATED POINT;
24. N 76°17'15" W A DISTANCE OF 24.97' TO A CALCULATED POINT;

25. N 83°15'31" W A DISTANCE OF 34.87' TO A CALCULATED POINT;
26. S 84°10'51" W A DISTANCE OF 43.52' TO A CALCULATED POINT;
27. S 15°51'52" W A DISTANCE OF 18.30' TO A CALCULATED POINT;
28. S 12°31'38" E A DISTANCE OF 78.07' TO A CALCULATED POINT;
29. S 21°21'02" W A DISTANCE OF 14.99' TO A CALCULATED POINT;
30. S 77°20'32" W A DISTANCE OF 24.24' TO A CALCULATED POINT;
31. S 35°00'40" W A DISTANCE OF 30.39' TO A CALCULATED POINT;
32. S 00°36'21" W A DISTANCE OF 46.78' TO A CALCULATED POINT;
33. S 21°52'52" W A DISTANCE OF 53.25' TO A CALCULATED POINT;
34. S 54°48'33" W A DISTANCE OF 68.98' TO A CALCULATED POINT;
35. S 60°25'19" W A DISTANCE OF 160.06' TO A CALCULATED POINT;
36. S 80°21'49" W A DISTANCE OF 41.17' TO A CALCULATED POINT;
37. N 55°02'24" W A DISTANCE OF 41.50' TO A CALCULATED POINT;
38. N 39°29'52" W A DISTANCE OF 57.70' TO A CALCULATED POINT;
39. N 64°25'38" W A DISTANCE OF 31.13' TO A CALCULATED POINT;
40. N 64°25'38" W A DISTANCE OF 28.22' TO A CALCULATED POINT;
41. N 60°16'03" W A DISTANCE OF 60.79' TO A CALCULATED POINT;
42. N 68°29'08" W A DISTANCE OF 71.83' TO A CALCULATED POINT;
43. N 42°06'10" W A DISTANCE OF 84.65' TO A CALCULATED POINT;
44. N 68°13'42" W A DISTANCE OF 62.44' TO A CALCULATED POINT ON THE EASTERN LINE OF THAT PARCEL, NOW OR FORMERLY TITLED TO QUAY, RECORDED IN BOOK 221, PAGE 127(CCR);

THENCE, WITH THE WESTERN LINE OF SAID QUAY PARCEL, N 01°56'48" E A DISTANCE OF 112.45' TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH THE EASTERN LINE OF SAID MCCACHREN PARCEL THE FOLLOWING TWO (2) COURSES:

1. N 01°56'48" E A DISTANCE OF 207.00' TO A CALCULATED POINT ON THE LINE OF THAT PAUL QUINTON HARRIS JR. PARCEL RECORDED IN BOOK 1893, PAGE 72(CCR);
2. N 01°56'48" E A DISTANCE OF 440.14' TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT JOHN A & MARY ELLEN SIMS PARCEL, RECORDED IN BOOK 7658, PAGE 126 (CCR);

THENCE, WITH SAID SIMS PARCEL, THE FOLLOWING TWO (2) COURSES:

1. N 02°53'04" E A DISTANCE OF 1061.71' TO A FOUND #5 REBAR;
2. N 02°53'07" E A DISTANCE OF 27.80' TO THE POINT OF BEGINNING.

PARCELS 55079255470000 & 55079363640000

COMBINED PARCELS SURVEYED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING 573,952.990, EASTING: 1,509,779.857; THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD - S.R. 1161

(VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR); THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH SAID MCCACHREN EASTERN LINE, SOUTH 01°56'48" WEST, 647.14 FEET TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE WESTERN LINE OF THAT PAUL QUINTON HARRIS JR PARCEL RECORDED IN BOOK 10032, PAGE 239 (CCR);

THENCE WITH THE NORTHERN LINE OF THAT N/F QUAY PARCEL RECORDED IN BOOK 221, PAGE 127 (CCR) THE FOLLOWING FIVE (5) COURSES:

1. NORTH 84°00'41" WEST, 164.40 FEET TO A SET IRON PIPE;
2. NORTH 64°03'35" WEST, 131.09 FEET TO A SET IRON PIPE;
3. NORTH 51°00'41" WEST, 66.34 FEET TO A FOUND 1" PIPE;
4. SOUTH 44°29'33" WEST, 271.10 FEET TO A SET IRON PIPE;
5. SOUTH 44°29'33" WEST, 30.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH SAID CENTERLINE OF BACK CREEK THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 49°58'23" WEST, 142.46 FEET TO A CALCULATED POINT;
2. NORTH 26°47'48" WEST, 37.94 FEET TO A CALCULATED POINT;
3. NORTH 53°38'32" WEST, 138.62 FEET TO A CALCULATED POINT;
4. NORTH 75°58'52" WEST, 31.16 FEET TO A CALCULATED POINT;
5. SOUTH 69°55'44" WEST, 36.73 FEET TO A CALCULATED POINT;
6. SOUTH 81°22'37" WEST, 35.85 FEET TO A CALCULATED POINT;
7. NORTH 69°43'42" WEST, 18.67 FEET TO A CALCULATED POINT;

THENCE, LEAVING SAID CENTERLINE OF BACK CREEK AND WITH A PROPOSED NEW LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 19°59'05" WEST, 30.00 FEET TO A SET IRON PIPE;
2. NORTH 19°59'05" WEST, 606.56 FEET TO A SET IRON PIPE ON THE NORTHERN LINE OF THE AFOREMENTIONED PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH SAID MCCACHREN LINE, NORTH 87°09'16" WEST, 100.00 FEET TO A FOUND #7 REBAR BEING THE SOUTHEASTERN CORNER OF THAT CEDAR FIELDS SUBDIVISION RECORDED IN MAP BOOK 23, PAGE 53(CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. NORTH 07°22'56" EAST, 169.76 FEET TO A FOUND BENT #5 REBAR A COMMON CORNER BETWEEN THAT LYDIA MILLER PARCEL RECORDED IN BOOK 917, PAGE 391(CCR) AND THAT DONALD BRIGMAN PARCEL RECORDED IN

BOOK 10897, PAGE 239(CCR);

2. NORTH 07°18'07" EAST, 194.76 FEET TO A FOUND #5 REBAR TO A COMMON CORNER OF THAT JOHN DANIEL ENNIS PARCEL RECORDED IN BOOK 5775, PAGE 0021(CCR) AND THAT FISHER KAY BLACKWELDER PARCEL RECORDED IN BOOK 833, PAGE 418(CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION THEN WITH THAT SLE JOHNSON PARCEL RECORDED IN BOOK 9049, PAGE 190 (CCR), NORTH 07°19'04" EAST, 428.62 FEET TO A FOUND #5 REBAR ON THE EASTERN LINE OF THAT KURT D NEWTON & WIFE KELLY R PARCEL RECORDED IN BOOK 2344, PAGE 7;

THENCE, WITH SAID NEWTON PARCEL, NORTH 06°56'54" EAST, 209.53 FEET TO A SET IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF STALLINGS ROAD;

THENCE, NORTH 06°56'54" EAST, 16.37 FEET TO A CALCULATED POINT IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE CONTINUING IN THE RIGHT OF WAY OF STALLINGS ROAD, THE FOLLOWING THREE (3) COURSES;

1. WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 142.91 FEET, A RADIUS OF 2964.76 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87°47'37" EAST 142.89 FEET;
2. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 591.48 FEET, A RADIUS OF 29634.43 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 88°13'55" EAST 591.47 FEET;
3. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 431.57 FEET, A RADIUS OF 3709.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88°55'26" EAST 431.33 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,917,965 SQUARE FEET, 44.03 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION INCLUDES AN OVERLAP AREA OF 1,616 SQ. FT. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEASTERN CORNER OF THE ABOVE DESCRIBED PARCEL;
THENCE SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, SOUTH 02°54'09" WEST, 440.34 FEET TO A FOUND #5 REBAR;

THENCE, SOUTH 89°07'52" EAST, 7.35 FEET TO A CALCULATED POINT;

THENCE, NORTH 01°56'48" EAST, 440.14 FEET TO THE POINT OF BEGINNING.

Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.

ATTEST

Janet Rackley, Town Clerk

Steven J. Sciascia, Mayor



ORDINANCE #7013
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF HARRISBURG, NORTH CAROLINA

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

WHEREAS, a public hearing on the question of annexation was held at Harrisburg Town Hall, 4100 Main Street, Suite 101, Harrisburg NC at 6:00 p.m. on January 13th, 2020 after due notice; and

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

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

Section 1. By virtue of the authority granted by G. S. 160A-31, the following described contiguous property is hereby annexed into the Town of Harrisburg as of January 13th, 2020:

PARCELS 55170390420000, 55170235250000, 55170245910000 & 55170347420000

COMBINED PARCELS SURVEYED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING 573,952.990, EASTING: 1,509,779.857; THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD - S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);

THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, S 85°46'30" E A DISTANCE OF 150.65' TO A CALCULATED POINT;

THENCE, S 85°32'57" E A DISTANCE OF 574.04' TO A CALCULATED POINT;

THENCE, S 31°14'42" E A DISTANCE OF 27.02' TO A CALCULATED POINT;

THENCE, N 85°07'55" W A DISTANCE OF 20.40' TO A SET PK NAIL, ON THE WESTERN LINE OF THAT JANICE OTHERIA WEATHERS PARCEL RECORDED IN BOOK 7668, PAGE 105(CCR);

THENCE WITH THE WESTERN LINE OF SAID WEATHERS PARCEL, S 01°17'05" W A DISTANCE OF 154.00' TO A FOUND 1" BENT PIPE;

THENCE, WITH THE SOUTHERN LINE OF SAID WEATHERS PARCEL, N 84°31'05" E A DISTANCE OF 110.25' TO A SET 1/2" PIPE ON THE WESTERN LINE OF THAT RECOMBINATION PLAT FOR THE ERNESTINE WEATHERS DAVIS, ALBERTA W. TALBERT & PHYLLIS JOHNSON PHIFER PROPERTY AS RECORDED IN PLAT BOOK 64, PAGE 59(CCR);

THENCE WITH THE WESTERN LINE OF SAID RECOMBINATION PLAT, ALONG THE REAR LOT LINES OF PARCELS BELONGING TO PHYLLIS JOHNSON PHIFER, MARY FRANCES HARGETT, ALBERTA W TALBERT & CRISCO-DAVIS ERNESTINE WEATHERS, THE FOLLOWING THREE (3) COURSES:

1. S 30°14'43" E A DISTANCE OF 112.63' TO A FOUND #5 REBAR;
2. S 33°42'52" E A DISTANCE OF 114.70' TO A FOUND #5 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 45°40'11" W, 4.90' FROM THIS CORNER);
3. S 31°30'22" E A DISTANCE OF 371.90' TO A FOUND #4 REBAR (NEAR A FOUND #5 REBAR REFERENCED IN PLAT BOOK 64, PAGE 59 OF WHICH IS NOT HELD AS A BOUNDARY CORNER AND IS LOCATED S 10°52'51" W, 13.41' FROM THIS CORNER) ON THE WESTERN LINE OF THAT PHYLLIS JOHNSON PHIFER PARCEL RECORDED IN PLAT BOOK 50, PAGE 52;

THENCE, WITH THE WESTERN LINE OF SAID PHIFER PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 31°30'22" E A DISTANCE OF 350.00' TO A SET 1/2" PIPE;
2. S 31°30'22" E A DISTANCE OF 82.82' TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH THE CENTERLINE OF SAID BACK CREEK, THE FOLLOWING FORTY-FOUR (44) COURSES:

1. S 34°11'18" W A DISTANCE OF 32.28' TO A CALCULATED POINT;
2. S 44°40'04" W A DISTANCE OF 71.23' TO A CALCULATED POINT;
3. S 47°49'37" W A DISTANCE OF 76.99' TO A CALCULATED POINT;
4. S 45°09'52" W A DISTANCE OF 56.82' TO A CALCULATED POINT;
5. S 36°37'08" W A DISTANCE OF 40.36' TO A CALCULATED POINT;
6. S 42°17'19" W A DISTANCE OF 61.51' TO A CALCULATED POINT;
7. S 42°28'48" W A DISTANCE OF 75.50' TO A CALCULATED POINT;
8. S 41°09'24" W A DISTANCE OF 59.66' TO A CALCULATED POINT;
9. S 55°03'29" W A DISTANCE OF 69.99' TO A CALCULATED POINT;
10. S 42°01'01" W A DISTANCE OF 34.95' TO A CALCULATED POINT;
11. S 05°49'58" W A DISTANCE OF 29.01' TO A CALCULATED POINT;
12. S 33°09'06" W A DISTANCE OF 28.28' TO A CALCULATED POINT;
13. S 84°26'57" W A DISTANCE OF 31.38' TO A CALCULATED POINT;
14. N 56°37'09" W A DISTANCE OF 49.11' TO A CALCULATED POINT;
15. S 88°03'42" W A DISTANCE OF 44.98' TO A CALCULATED POINT;
16. S 86°17'09" W A DISTANCE OF 68.14' TO A CALCULATED POINT;
17. S 84°16'32" W A DISTANCE OF 83.94' TO A CALCULATED POINT;
18. S 69°08'23" W A DISTANCE OF 42.23' TO A CALCULATED POINT;
19. S 22°02'50" W A DISTANCE OF 24.23' TO A CALCULATED POINT;

20. S 31°33'56" E A DISTANCE OF 98.52' TO A CALCULATED POINT;
21. S 27°02'04" E A DISTANCE OF 30.71' TO A CALCULATED POINT;
22. S 10°33'09" W A DISTANCE OF 16.31' TO A CALCULATED POINT;
23. S 62°31'49" W A DISTANCE OF 19.19' TO A CALCULATED POINT;
24. N 76°17'15" W A DISTANCE OF 24.97' TO A CALCULATED POINT;
25. N 83°15'31" W A DISTANCE OF 34.87' TO A CALCULATED POINT;
26. S 84°10'51" W A DISTANCE OF 43.52' TO A CALCULATED POINT;
27. S 15°51'52" W A DISTANCE OF 18.30' TO A CALCULATED POINT;
28. S 12°31'38" E A DISTANCE OF 78.07' TO A CALCULATED POINT;
29. S 21°21'02" W A DISTANCE OF 14.99' TO A CALCULATED POINT;
30. S 77°20'32" W A DISTANCE OF 24.24' TO A CALCULATED POINT;
31. S 35°00'40" W A DISTANCE OF 30.39' TO A CALCULATED POINT;
32. S 00°36'21" W A DISTANCE OF 46.78' TO A CALCULATED POINT;
33. S 21°52'52" W A DISTANCE OF 53.25' TO A CALCULATED POINT;
34. S 54°48'33" W A DISTANCE OF 68.98' TO A CALCULATED POINT;
35. S 60°25'19" W A DISTANCE OF 160.06' TO A CALCULATED POINT;
36. S 80°21'49" W A DISTANCE OF 41.17' TO A CALCULATED POINT;
37. N 55°02'24" W A DISTANCE OF 41.50' TO A CALCULATED POINT;
38. N 39°29'52" W A DISTANCE OF 57.70' TO A CALCULATED POINT;
39. N 64°25'38" W A DISTANCE OF 31.13' TO A CALCULATED POINT;
40. N 64°25'38" W A DISTANCE OF 28.22' TO A CALCULATED POINT;
41. N 60°16'03" W A DISTANCE OF 60.79' TO A CALCULATED POINT;
42. N 68°29'08" W A DISTANCE OF 71.83' TO A CALCULATED POINT;
43. N 42°06'10" W A DISTANCE OF 84.65' TO A CALCULATED POINT;
44. N 68°13'42" W A DISTANCE OF 62.44' TO A CALCULATED POINT ON THE EASTERN LINE OF THAT PARCEL, NOW OR FORMERLY TITLED TO QUAY, RECORDED IN BOOK 221, PAGE 127(CCR);

THENCE, WITH THE WESTERN LINE OF SAID QUAY PARCEL, N 01°56'48" E A DISTANCE OF 112.45' TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH THE EASTERN LINE OF SAID MCCACHREN PARCEL THE FOLLOWING TWO (2) COURSES:

1. N 01°56'48" E A DISTANCE OF 207.00' TO A CALCULATED POINT ON THE LINE OF THAT PAUL QUINTON HARRIS JR. PARCEL RECORDED IN BOOK 1893, PAGE 72(CCR);
2. N 01°56'48" E A DISTANCE OF 440.14' TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT JOHN A & MARY ELLEN SIMS PARCEL, RECORDED IN BOOK 7658, PAGE 126 (CCR);

THENCE, WITH SAID SIMS PARCEL, THE FOLLOWING TWO (2) COURSES:

1. N 02°53'04" E A DISTANCE OF 1061.71' TO A FOUND #5 REBAR;
2. N 02°53'07" E A DISTANCE OF 27.80' TO THE POINT OF BEGINNING.

PARCELS 55079255470000 & 55079363640000

COMBINED PARCELS SURVEYED LEGAL DESCRIPTION

BEING THAT CERTAIN PARCEL OF LAND LYING SOUTH OF STALLINGS ROAD AND SITUATED IN THE TOWN OF HARRISBURG, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL IN ASPHALT, THE POINT OF LOCALIZATION OF THIS SITE (WHERE NC GRID NAD 83 COORDINATES AND LOCALIZED GROUND COORDINATES ARE THE SAME), HAVING NAD 83 NORTH CAROLINA GRID COORDINATES OF, NORTHING 573,952.990, EASTING: 1,509,779.857; THENCE NORTH 88°00'22" EAST, A GROUND DISTANCE OF 526.51 FEET TO A FOUND IRON ROD ON THE NORTHERN SIDE OF STALLINGS ROAD - S.R. 1161 (VARIABLE WIDTH RIGHT OF WAY, DB 7690, PG 260) AND A CORNER ON THE WESTERN LINE OF THAT TOWN OF HARRISBURG PARCEL, RECORDED IN BOOK 6783, PAGE 156 CABARRUS COUNTY PUBLIC REGISTRY (HENCE CCR);

THENCE, SOUTH 03°07'30" WEST, 36.52 FEET TO A FOUND #4 REBAR IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE, SOUTH 02°18'57" WEST, 29.77 FEET TO A CALCULATED POINT, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A CLOCKWISE DIRECTION, SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH SAID MCCACHREN EASTERN LINE, SOUTH 01°56'48" WEST, 647.14 FEET TO A FOUND RAILROAD TRACK SET VERTICALLY ON THE WESTERN LINE OF THAT PAUL QUINTON HARRIS JR PARCEL RECORDED IN BOOK 10032, PAGE 239 (CCR);

THENCE WITH THE NORTHERN LINE OF THAT N/F QUAY PARCEL RECORDED IN BOOK 221, PAGE 127 (CCR) THE FOLLOWING FIVE (5) COURSES:

1. NORTH 84°00'41" WEST, 164.40 FEET TO A SET IRON PIPE;
2. NORTH 64°03'35" WEST, 131.09 FEET TO A SET IRON PIPE;
3. NORTH 51°00'41" WEST, 66.34 FEET TO A FOUND 1" PIPE;
4. SOUTH 44°29'33" WEST, 271.10 FEET TO A SET IRON PIPE;
5. SOUTH 44°29'33" WEST, 30.00 FEET TO A CALCULATED POINT IN THE CENTERLINE OF BACK CREEK;

THENCE, WITH SAID CENTERLINE OF BACK CREEK THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 49°58'23" WEST, 142.46 FEET TO A CALCULATED POINT;
2. NORTH 26°47'48" WEST, 37.94 FEET TO A CALCULATED POINT;
3. NORTH 53°38'32" WEST, 138.62 FEET TO A CALCULATED POINT;
4. NORTH 75°58'52" WEST, 31.16 FEET TO A CALCULATED POINT;
5. SOUTH 69°55'44" WEST, 36.73 FEET TO A CALCULATED POINT;
6. SOUTH 81°22'37" WEST, 35.85 FEET TO A CALCULATED POINT;
7. NORTH 69°43'42" WEST, 18.67 FEET TO A CALCULATED POINT;

THENCE, LEAVING SAID CENTERLINE OF BACK CREEK AND WITH A PROPOSED NEW LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 19°59'05" WEST, 30.00 FEET TO A SET IRON PIPE;
2. NORTH 19°59'05" WEST, 606.56 FEET TO A SET IRON PIPE ON THE NORTHERN LINE OF THE AFOREMENTIONED PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, WITH SAID MCCACHREN LINE, NORTH 87°09'16" WEST, 100.00 FEET TO A FOUND #7 REBAR BEING THE SOUTHEASTERN CORNER OF THAT CEDAR FIELDS SUBDIVISION RECORDED IN MAP BOOK 23, PAGE

53(CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. NORTH 07°22'56" EAST, 169.76 FEET TO A FOUND BENT #5 REBAR A COMMON CORNER BETWEEN THAT LYDIA MILLER PARCEL RECORDED IN BOOK 917, PAGE 391(CCR) AND THAT DONALD BRIGMAN PARCEL RECORDED IN BOOK 10897, PAGE 239(CCR);
2. NORTH 07°18'07" EAST, 194.76 FEET TO A FOUND #5 REBAR TO A COMMON CORNER OF THAT JOHN DANIEL ENNIS PARCEL RECORDED IN BOOK 5775, PAGE 0021(CCR) AND THAT FISHER KAY BLACKWELDER PARCEL RECORDED IN BOOK 833, PAGE 418(CCR);

THENCE, WITH SAID CEDAR FIELDS SUBDIVISION THEN WITH THAT SLE JOHNSON PARCEL RECORDED IN BOOK 9049, PAGE 190 (CCR), NORTH 07°19'04" EAST, 428.62 FEET TO A FOUND #5 REBAR ON THE EASTERN LINE OF THAT KURT D NEWTON & WIFE KELLY R PARCEL RECORDED IN BOOK 2344, PAGE 7;

THENCE, WITH SAID NEWTON PARCEL, NORTH 06°56'54" EAST, 209.53 FEET TO A SET IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF STALLINGS ROAD;

THENCE, NORTH 06°56'54" EAST, 16.37 FEET TO A CALCULATED POINT IN THE RIGHT OF WAY OF STALLINGS ROAD;

THENCE CONTINUING IN THE RIGHT OF WAY OF STALLINGS ROAD, THE FOLLOWING THREE (3) COURSES;

1. WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 142.91 FEET, A RADIUS OF 2964.76 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 87°47'37" EAST 142.89 FEET;
2. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 591.48 FEET, A RADIUS OF 29634.43 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 88°13'55" EAST 591.47 FEET;
3. WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 431.57 FEET, A RADIUS OF 3709.58 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 88°55'26" EAST 431.33 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,917,965 SQUARE FEET, 44.03 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION INCLUDES AN OVERLAP AREA OF 1,616 SQ. FT. MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEASTERN CORNER OF THE ABOVE DESCRIBED PARCEL;
THENCE SOUTH 02°53'07" WEST, 27.80 FEET TO A FOUND #5 REBAR ON THE WESTERN SIDE OF AN UNNAMED 25' RIGHT OF WAY RECORDED IN BOOK 597, PAGE 464 (CCR);

THENCE, WITH SAID WESTERN SIDE OF UNNAMED RIGHT OF WAY, SOUTH 02°53'04" WEST, 1061.71 FEET TO A FOUND 1/2" PIPE ON THE EASTERN LINE OF THAT PORTION OF YATES M MCCACHREN JR. & WIFE LINDA PARCEL RECORDED IN BOOK 726, PAGE 331(CCR);

THENCE, SOUTH 02°54'09" WEST, 440.34 FEET TO A FOUND #5 REBAR;

THENCE, SOUTH 89°07'52" EAST, 7.35 FEET TO A CALCULATED POINT;

THENCE, NORTH 01°56'48" EAST, 440.14 FEET TO THE POINT OF BEGINNING.

Section 2. Upon and after 13th day of January, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Harrisburg and shall be entitled to the same privileges and benefits as other parts of the Town of Harrisburg. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this the 13th day of January 2020.

Steven J. Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Preliminary Plat for the Camellia Gardens Subdivision H2019-03-(S).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved:

To approve the Preliminary Plat application as requested by the applicant for the related property in application H-2019-03 (S).

Description/Background:

Mike Shea, on behalf of Shea Homes, has submitted a Preliminary Plat application for 157 Single Family Homes, located on Stallings Road across from Stallings Road Park and Harrisburg Elementary School. The site Pin includes 55170390420000, 55170235250000, 55170347420000, 55170245910000, 55079363640000, and 55079255470000 consisting a total area of 89.96 acres. The subject property recently rezoned on August 12, 2019 to C-RV, Conditional Residential Village (H2018-08-R).

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:

Staff has reviewed the submitted preliminary plat, and has found it to be consistent with the approved conditional zoning site plan (H-2019-08-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for CZ-RV districts.

Staff and the Planning and Zoning Board recommend approval of the proposed preliminary plat to the Town Council, with the inclusion of the conditions of the approved conditional rezoning plan.

Fiscal Impact:

Attachments:

1. H2019-03-(S) Staff Report_Camellia Gardens
2. CamelliaGardens_Site Location Map
3. CamelliaGardens_Preliminary Plat Application signed
4. Camellia Gardens-Preliminary Plat.4th RESUB.
5. CamelliaGardens Approved Street + Project Names.REVISED
6. CamelliaGardens_Revised CoS fee in lieu letter



Town of Harrisburg
Planning and Economic Development Department

DATE: December 17, 2019

SUBJECT: H2019-03-(S) **Camellia Gardens**, Preliminary Plat

Owner/ Developer: Mike Shea with Shea Homes

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

BACKGROUND:

Area: Approximately 89.29 acres

Zoning: CZ-RV Conditional Residential Village (Case # H2018-08-R)

Staff Report prepared by: Matt Ward, Planning and Economic Development Department

GENERAL DISCUSSION:

- The entire 89.96 acres was recently rezoned on August 12, 2019 to C-RV, Conditional Residential Village, in order to assemble several parcels and build 157 single family homes.
- The applicant is seeking preliminary plat approval of Camellia Gardens consistent with the underlying 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.**

Per the Harrisburg Area Plan, the subject property is in an area designated as Medium Density Residential. Based on the description of the Medium Density Residential land use classification, the proposed development, at 1.81 dwelling units per acre, would fall below the threshold of 3 to 4 dwelling units per acre that has been set for this area.

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

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

- 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 community consistent with the existing single-family neighborhoods nearby. No uses or designs proposed in this development 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 Boundary and Floodway 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. 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.

- 7. The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions**

may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.

The proposed name of the subdivision is Camellia Gardens. This name has been approved for use by the Cabarrus County E-911 Coordinator. All street names have been reviewed and approved by Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The numbers provided is for the Camellia Gardens.

Proposed Student Generation:

Elementary	-	60
Middle	-	30
High	-	40

Current Capacity:

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

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

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

NCDOT

NCDOT was not required to review the preliminary plat for this development.

FIRE, POLICE SANITATION

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

UTILITIES

Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line 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.

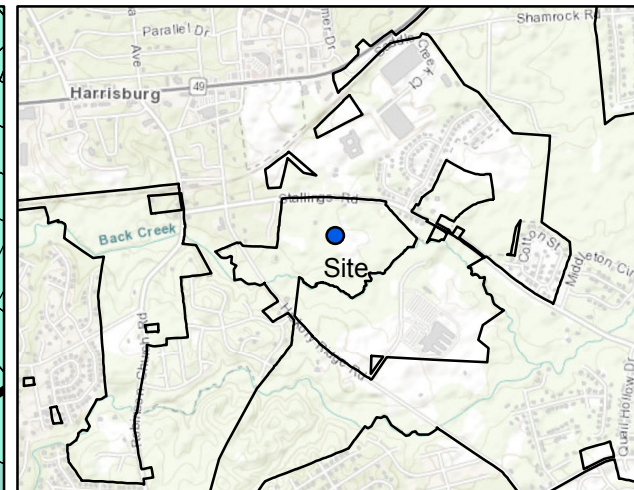
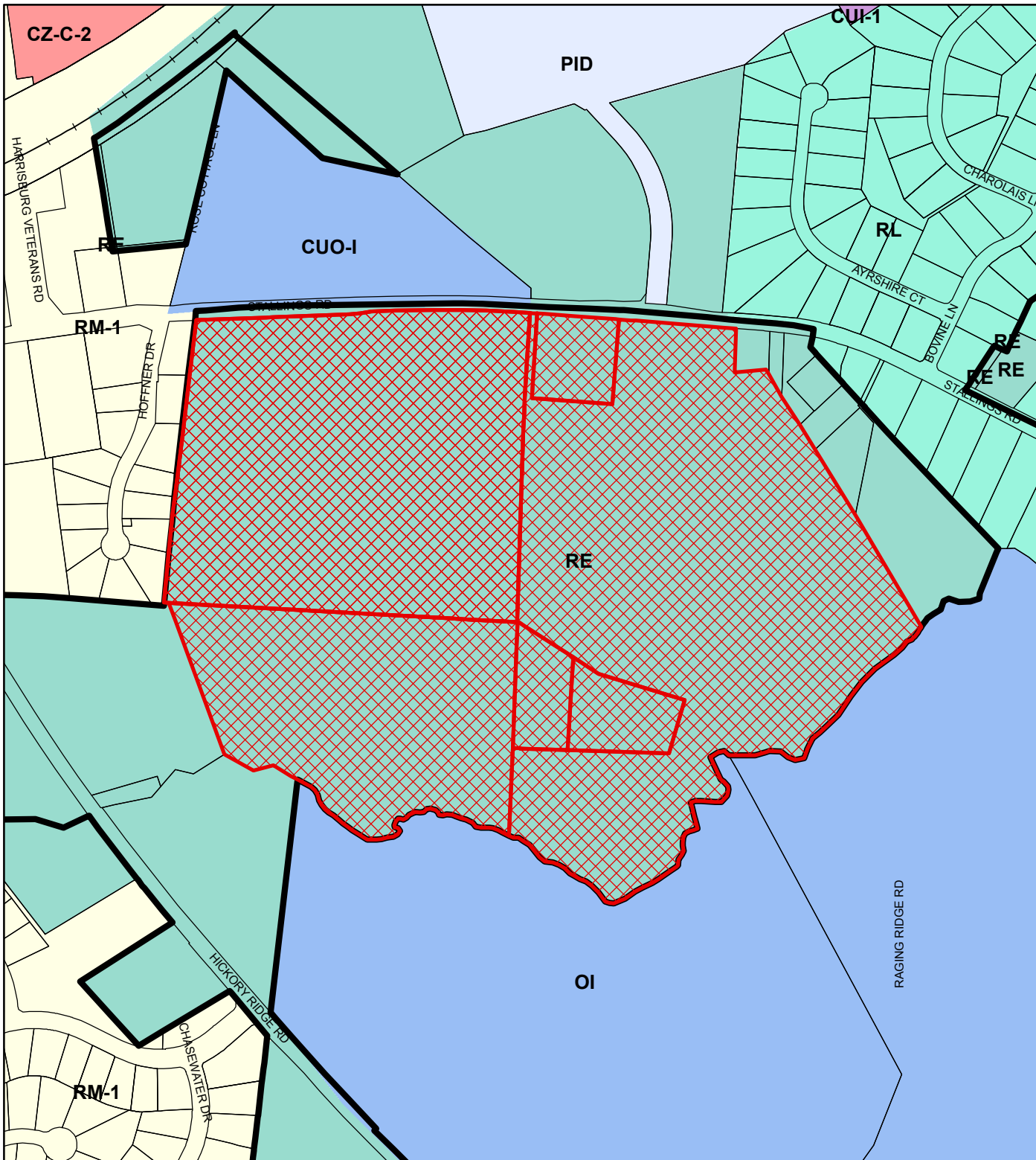
Should the Planning Board recommend approval of the preliminary plat for the Harmony Acres Subdivision, staff requests that the following conditions become part of the approval, which are inclusive of the conditions agreed to as part of the approval of the conditional zoning map amendment for the project (H2018-08-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 classing products other than vinyl siding.
3. Applicant agrees to dedicate land for Public Open Space as required in the UDO.

4. Applicant agrees to construct a ten (10) foot wide greenway trail connection and dedicate a twenty-five (25) foot wide easement to provide access to the greenway connection from Stallings Road to Back Creek Greenway. The installation of the greenway connection shall be completed prior to the issuance of Phase I Plat. The applicant will also fund 50% of the cost to build a pedestrian bridge across Back Creek to connect the greenways. ~~In the event that the easement is not secured by the Town of Harrisburg within two (2) years of the date of approval of this rezoning, the applicant shall have the option to instead exercise the fee in lieu provision of the UDO, which is calculated to be \$165,000~~
5. Applicant agrees to install all required improvements as identified in the Traffic Impact Analysis.
6. Applicant agrees to provide easement to allow the Town to decommission existing pump station on Hoffner Rd and connect onto the projects sewer system.
7. Applicant agrees to complete a LOMR-F prior to any fill activity taking place within the floodplain.

RECOMMENDATION:

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing CZ-RV zoning designation and approved Conditional Rezoning Site Plan. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat application for Camellia Gardens.



H 2019-03- (S) Camellia Gardens Preliminary Plat

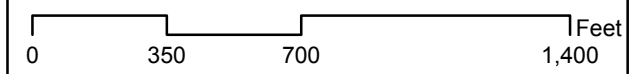
Applicant: Shea Homes

Zoning: CZ-RV
(Conditional Residential Village)

Proposed Lots: 157

Acreage: 85.35

-  Parcels
-  Site
-  Town Limits





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:	<i>Camellia Gardens</i>
2. Location of Subdivision:	<i>+/- 1680 If west of the intersection of Stallings Rd & Bovine Ln</i>
3. Cabarrus County PIN Numbers:	<i>55170390420000 55170347420000 55079363640000 55170235250000 55170245910000 55079255470000</i>
4. Current Zoning:	<i>RV-CZ</i>
5. Project Classification (Residential, Commercial, etc.):	<i>Residential</i>
6. Is this a CU or CZ Project?	☒ YES: Case Number: <i>H2018-08-(R)</i> ☐ NO
7. Date of Rezoning Approval:	<i>August 12, 2019</i> Subdivision Case #: <i>H2018-08-(R)</i>
Owner/Developer Information	
1. Property Owner Name:	<i>Shea Real Estate Investments, LLC</i> Property Owner Phone: <i>704.602.3322</i> <i>Contact: Michael Shea - Manager</i>
Property Owner Email:	<i>mike.shea@sheahomes.com</i>
2. Agent/Developer Name:	<i>Shea Homes</i> Agent/Developer Phone: <i>704.602.3307</i> <i>Contact: Matt Kearns</i>
Agent/Developer Email:	<i>matt.kearns@sheahomes.com</i>
3. Contact for Comments Name:	<i>McAdams</i> Contact for Comments Phone: <i>980.729.6079</i> <i>Contact: Eddie Moore</i>
Contact for Comments Email:	<i>emoore@mcadamsco.com</i>
Utilities	
Water 1, Who will provide water and ☐ Private ☒ Public sewer services for this site? Provider <u>Town of Harrisburg</u> Sewer ☐ Private ☒ Public Provider <u>Town of Harrisburg</u>	
Overlay District (Article 4)	
Is the subject property located in an Overlay Zone? ☐ YES: ☒ NO If YES, which one(s): _____ _____	

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) 3710551700K
3710550700K

November 16, 2018

Map Date November 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, Michael Shea, 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: 9/4/19

Signed: Michael Shea

Title: Manager

(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.

5507-93-6364, 5507-92-5547, 5517-03-4742, 5517-03-9042,

Date: 9/9/2019	Parcel Identification Number(s) (PINs): 5517-02-3525, + 5517-02-4591			
Existing Road Providing Access to Project Area:	Stallings Road			
Type of Zoning District (circle one):	Residential ☒	Commercial	Industrial	Other (briefly explain)

Developer/Owner:	Shea Homes
Primary Contact :	Eddie Moore - McAdams
Telephone Number:	704-527-0800 x324
Primary Contact Email address:	emoore@mcadamsco.com

EXISTING PROJECT NAME: Camilla Gardens

PROPOSED PROJECT NAME(S):

Project Name:	Camilla Gardens	<u>Approved</u> / Denied
Alternate Project Name:	Camellia	Approved / <u>Denied</u>
Alternate Project Name:		Approved / Denied

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

Street Name:	Lotus <i>St, Ln, Way, Ct</i>	<u>Approved</u> / Denied
Street Name:	Magnolia	Approved / <u>Denied</u>
Street Name:	Dahlia	<u>Approved</u> / Denied
Street Name:	Aster	Approved / <u>Denied</u>
Street Name:	Lilac	Approved / <u>Denied</u>
Street Name:	Tulip	Approved / <u>Denied</u>
Street Name:	Zinnia	<u>Approved</u> / Denied
Street Name:	Pimrose	<u>Approved</u> / Denied
Street Name:	Jasmine	Approved / <u>Denied</u>
Street Name:	Gardenia	<u>Approved</u> / Denied

NUMBER OF STREETS TO BE NAMED: 6

Approved 6th street name per Brandy Webster on 9/10/19: Daphne and on 10/22/19: Camilla to Camellia.

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: B Webster DATE: 9/9/19

From: [Brandy Webster](#)
To: [Moore, Eddie](#)
Cc: [Woodard, Stuart](#)
Subject: RE: Camilla Gardens - Preliminary Plat Street Name Application
Date: Tuesday, October 22, 2019 9:58:10 AM
Attachments: [image001.png](#)
[image002.png](#)

Okay, I have corrected it.

Thank you,
Brandy Webster
E911 Addressing Coordinator

From: Moore, Eddie <emoore@mcadamsco.com>
Sent: Tuesday, October 22, 2019 8:32 AM
To: Brandy Webster <bewebster@cabarruscounty.us>
Cc: Woodard, Stuart <woodard@mcadamsco.com>
Subject: RE: Camilla Gardens - Preliminary Plat Street Name Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Brandy – Good morning. Noticed something with the approvals I am hoping we can quickly sort out. Will you please revise the development name from “Camilla” Gardens to “Camellia” Gardens?

Thanks again for your assistance and look forward to your response. Have a good day.

Eddie Moore, AICP | Principal Planner, Planning + Design

McAdams

3430 Toringdon Way, Suite 110, Charlotte, NC 28277
office 704. 527. 0800 x324 | direct 980. 729. 6079 | mobile 704. 724. 3594 | emoore@mcadamsco.com
www.mcadamsco.com | [linkedin](#) | [twitter](#) | [instagram](#) | [join our team](#)



We've been creating **experiences** through experience for **40 years!**

From: Brandy Webster <bewebster@cabarruscounty.us>
Sent: Tuesday, September 10, 2019 9:52 AM
To: Moore, Eddie <emoore@mcadamsco.com>
Subject: RE: Camilla Gardens - Preliminary Plat Street Name Application

Eddie,

Daphne has also been approved. Please let me know what street type you would like with each name so that I can add these to the reserved street name list.

Thank you,

Brandy Webster

E911 Addressing Coordinator

From: Moore, Eddie <emoore@mcadamsco.com>

Sent: Monday, September 9, 2019 4:53 PM

To: Brandy Webster <bewebster@cabarruscounty.us>

Subject: RE: Camilla Gardens - Preliminary Plat Street Name Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Brandy – Thanks for the response. May we use one of the following, in keeping with flower names. Pick your favorite. Thank you!

1. Amaryllis
2. Daphne
3. Alyssum

Eddie Moore, AICP | Principal Planner, Planning + Design

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We've been creating **experiences** through experience for **40 years!**

From: Brandy Webster <bewebster@cabarruscounty.us>

Sent: Monday, September 9, 2019 4:14 PM

To: Moore, Eddie <emoore@mcadamsco.com>

Subject: RE: Camilla Gardens - Preliminary Plat Street Name Application

Eddie,

Attached are the approved names. You will need to submit at least one other name for approval, as only five (5) of the submitted were approved. Please let me know if you have any questions.

Thank you,

Brandy Webster

E911 Addressing Coordinator

From: Moore, Eddie <emoore@mcadamsco.com>

Sent: Monday, September 9, 2019 10:37 AM

To: Brandy Webster <bewebster@cabarruscounty.us>

Subject: Camilla Gardens - Preliminary Plat Street Name Application

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Good morning – Attached is a street name application for a preliminary plat in Harrisburg named Camilla Gardens.

Please let me know if there are any needed changes to the street names.

Thank you and have a good day.

Eddie Moore, AICP | Principal Planner, Planning + Design

McAdams

3430 Toringdon Way, Suite 110, Charlotte, NC 28277

office 704. 527. 0800 x324 | direct 980. 729. 6079 | mobile 704. 724. 3594 | emoore@mcadamsco.com

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November 13, 2018

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

Re: Camellia Gardens – Proposed Rezoning on Stallings Road

Dear Mr. Stines:

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

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

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

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

A = number of approved lots in the proposed subdivision

B = fair market value per acre of the undeveloped land

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

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

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

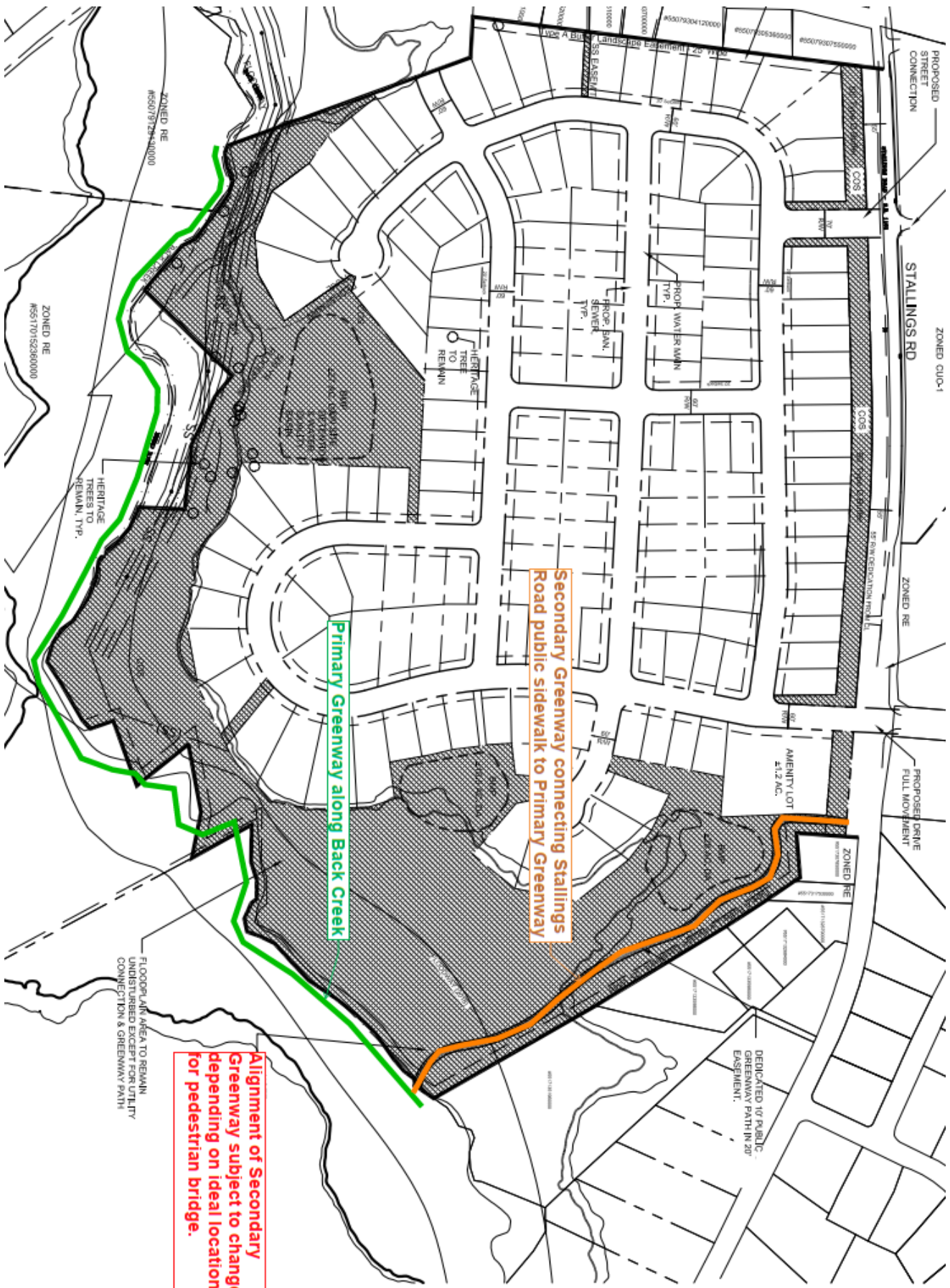
Please do not hesitate to contact me if you have any questions or need additional information. We look forward to working with you and the Town of Harrisburg on this development.

Respectfully,

Michael Shea
Member and Manager
Shea Homes

Exhibit A

Attached



Secondary Greenway connecting Stallings Road public sidewalk to Primary Greenway

Primary Greenway along Back Creek

Alignment of Secondary Greenway subject to change depending on ideal location for pedestrian bridge.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Preliminary Plat for the Terraces at Farmington Subdivision H2019-01-(S).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved:

To approve the Preliminary Plat application as requested by the applicant for the related property in application H-2019-01 (S).

Description/Background:

Eddie Moore with McAdams, on behalf of Farmington Owner and Developer, has submitted a Preliminary Plat application for 144 town homes, located on the north side of Rocky River Road adjacent to the Mecklenburg County line and west of Stafford Road approximately 900' north of Rocky River Road.

The site Address is 9880 Rocky River Road and the Town Home POD consists a total area of 22.40 acres. The subject property is part of the Farmington PUD and that the site plan was recently updated (Case #H-2019-02-(R)) in September 2019 to allow for removal of condition to build YMCA and add additional residential units. 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), Unified Development Ordinance (UDO) and previously approved Farmington PUD.

Recommendation:

Planning and Zoning Board reviewed the Preliminary Plat at their October 15, 2019 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-2019-02-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the Farmington PUD.

Fiscal Impact:

None.

Attachments:

1. H2019-01-(S) Staff Report_Terraces at Farmington
2. Terraces at Farmington_Site Location Map
3. Terraces at Farmington_Preliminary Plat Application
4. Terraces at Farmington - Preliminary Plat
5. TerracesAtFarmington_Street Names Approval



Town of Harrisburg
Planning and Economic Development Department

DATE: October 07, 2019

SUBJECT: H2019-01-(S) **Terraces at Farmington, POD 1** Preliminary Plat

Owner/ Developer: Jim Merrifield with MPV Properties

Location: The subject property is located on the north side of Rocky River Road adjacent to the Mecklenburg County line and west of Stafford Road approximately 900' north of Rocky River Road. Site Address is 9880 Rocky River Road.

BACKGROUND:

Area: Approximately 22.40 acres

Zoning: PUD-SPA: Planned Unit Development-Site Plan Amendment

Staff Report prepared by: Matt Ward, Senior Planner

GENERAL DISCUSSION:

- The entire 109.05 acres was recently rezoned in 2019 to PUD-SPA, Planned Unit Development – Site Plan Amendment, in order to remove the condition to build a YMCA and replace with residential development.
- The applicant is seeking preliminary plat approval of Terraces at Farmington a townhouse community of 144 units which is consistent with the underlying PUD-SPA zoning, including the approved conditional rezoning site plan.
- Staff has reviewed the plan and has recommended approval with overall conditions for the Farmington PUD, outlined in this staff report.

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.**

Per the Harrisburg Area Plan, the subject property is in an area designated as Mixed Use. This area is intended to accommodate development that combines commercial and civic/institutional land uses with a mixture of housing types. The predominant uses include retail, office, multi-tenant flex space, single-family detached and attached residential, multi-family residential at a medium density and civic and institutional uses. This area consists of a village center connected with multi-use paths, tree save and unique farmhouse style residential architecture. The rezoning which was approved to accommodate this development and was found to be consistent with the Harrisburg Area Plan and the Unified Development

Ordinance. Therefore, the request conforms to the goals and policies of the Harrisburg Area Plan and the Unified Development Ordinance.

- 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.**

At the present time, no variances have been approved for the subject property.

- 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 zoning districts of the surrounding properties to the north, east, and west, are residential in nature, while the properties to the south are commercial. The Rocky River Road separates the subject property and the commercial properties to the south. The lot sizes are significantly smaller than the lots in the surrounding community due to the area being largely undeveloped farm land. Regardless of the area being largely undeveloped, the nature of the subdivision is compatible with the surrounding properties.

- 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 mixed use as well as attached and detached residential subdivision. No uses or designs proposed in this development 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 A as shown on the currently adopted Flood Boundary and Floodway 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. As it stands, the current layout has been designed so that the floodplain is largely untouched with the exception of a constructed greenway. The applicant will have to apply for the applicable permits through the NCDEQ in order to ensure the construction of the greenway will not affect the floodplain.

- 7. The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions**

may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.

The proposed name of the subdivision is Terraces at Farmington. This name has been approved for use by the Cabarrus County E-911 Coordinator. All street names have been reviewed and approved by Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The numbers provided are for the overall Farmington project to include all residential on the Cabarrus County side and is not for individual phased developments.

Current Capacity	
Elementary (Harrisburg Elementary) -	<u>132.84%</u>
Middle (Hickory Ridge) -	<u>121.70%</u>
High (Hickory Ridge) -	<u>97.88%</u>
Future Capacity Based on Unbuilt Lots and Including this Request	
Elementary (Harrisburg Elementary) -	<u>150.25%</u>
Middle (Hickory Ridge) -	<u>145.75%</u>
High (Hickory Ridge) -	<u>117.86%</u>

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

TRANSPORTATION

A Traffic Impact Assessment (TIA) was completed as part of rezoning process and that the traffic mitigation measures proposed will be completed as part of the overall Farmington PUD.

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 to build greenway and multi-use path as outlined in Condition #2 and 9.

UTILITIES

Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

CONDITIONS OF APPROVAL:

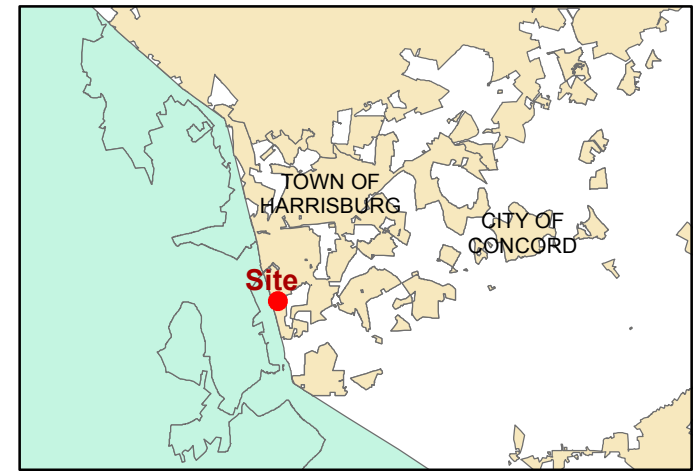
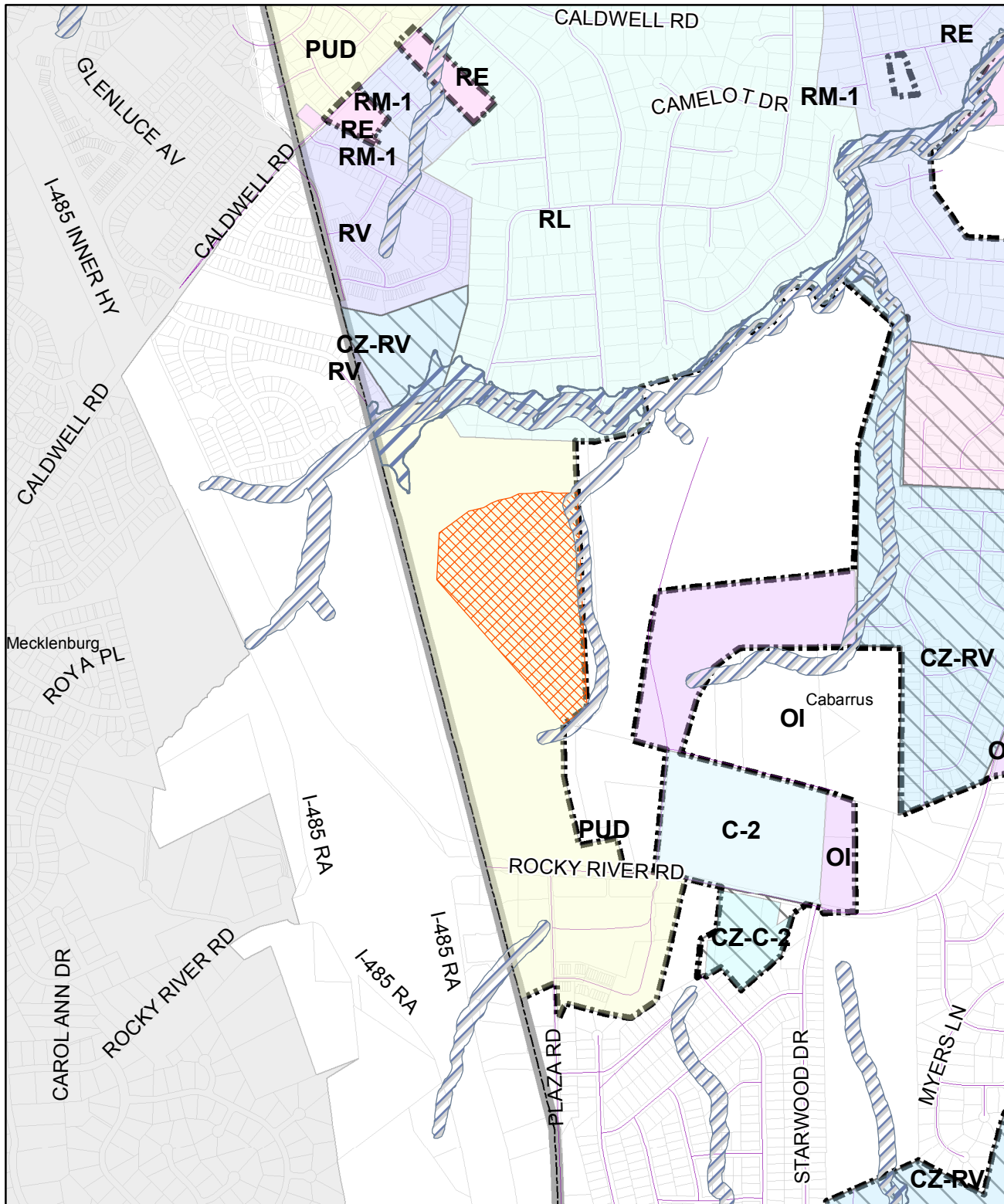
In considering an application for a subdivision plat, the decision-making agency shall consider and may impose modifications or conditions to the extent that such modifications or conditions are necessary to ensure compliance with the criteria of Section 6.2 of the UDO.

Should the Board consider recommending approval of the preliminary plat for the Terraces at Farmington subdivision, staff requests that the following conditions become part of the approval:

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

RECOMMENDATIONS:

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing PUD-SPA zoning designation including the multi-family residential design guidelines. Therefore, the Planning and Economic Development Department recommends approval of this preliminary plat request.



H 2019-01-(S) Terraces at Farmington, POD 1 Rocky River Road Assoc., LLC

Applicant: Jim Merrifield

Zoning: Planned Unit Development (PUD)
Site Plan Amendment (PUD-SPA)

Terraces at Farmington Preliminary Plat Request
Subject Site (Terraces at Farmington)
POD 1



Farmington

Town Limits

Floodplain Overlay

Parcels



0 12,500 25,000 50,000 Feet



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. Two (2) pre-submittal meetings were held with former staff and a signed Pre-submittal Meeting Checklist was not provided to owner and/or developer as part of each meeting.
2. One (1) complete Town of Harrisburg Preliminary Plat Application
3. Fifteen (15) FOLDED copies of the final plat (blue/black lines), and One (1) digital version (PDF)
4. Plat review fee (\$1000.00 + \$5 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:	
2. Location of Subdivision: Farmington, Pod 1 - North of Rocky River Rd and west of Stafford Rd	
3. Cabarrus County PIN Numbers: Part of 5506140729	
4. Current Zoning: PUD	
5. Project Classification (Residential, Commercial, etc.): Townhomes	
6. Is this a CU or CZ Project? ☒ YES: Case Number: H2017-04-(R) ☐ NO	
7. Date of Preliminary Plat Approval: Subdivision Case #:	
Owner/Developer Information	
1. Property Owner Name: Jim Merrifield - MPV Properties Property Owner Phone: 704-561-5241	
Property Owner Email: JMerrifield@mpvre.com	
2. Developer Name: Alan Kerley - Taylor Morrison Developer Phone: 704-400-5308	
Developer Email: AKerley@taylormorrison.com	
3. Contact for Comments Name: Eddie Moore - McAdams Contact for Comments Phone: 704-527-0800	
Contact for Comments Email: emoore@mcadamsco.com	
Utilities	
Water 1, Who will provide water and sewer services for this site? ☐ Private ☒ Public Provider: Harrisburg Sewer ☐ Private ☒ Public Provider: Harrisburg	
Overlay District (Article 4)	
Is the subject property located in an Overlay Zone? ☐ YES: ☒ NO	
If YES, which one(s): _____	

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) _____ Map Date _____

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: RSOD illustrated on plan and calculations part of overall PUD development ☐ NO

Verification of Process

I, Eddie Moore, 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: March 13, 2019

Signed:



Title: Agent for Developer

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

Do not write below this point

For Staff Use Only:

Subdivision application fee paid: _____ Check Number: _____

**TOWN OF HARRISBURG
PRELIMINARY SUBDIVISION
APPROVAL APPLICATION**

STREET NAME REVIEW AND CONFIRMATION

Cabarrus County Code

Section 66-69. Name of subdivision and its roads.

The name of a subdivision or its roads shall not duplicate nor closely approximate, either phonetically or by spelling, the name of an existing subdivision or roads within the County, within any municipality within the County, or in an adjacent county or municipality (if the development is in close proximity to another jurisdiction). All names must be approved by the County planning division.

(Ord. Of 7-22-91, 4.4)

Cross reference – Road names and address display, 62-36 et seq.

RESPONSE WILL BE BY FAX Please respond by email at emoore@mcadamsco.com or call 704-527-0800 x324.
PLEASE FAX TO: 704-455-1206 We do not have a fax machine. Thank you.

AREA:

Date:	Parcel Identification Number (PIN): Part of 5506140729			
Existing Road Providing Access to Area:	Rocky River Rd			
Zoning District*:	☒ Residential	☐ Commercial	☐ Industrial	☐ Manufactured

Home (*Circle One)

Contact for County comments - Eddie Moore - McAdams, 704-527-0800, emoore@mcadamsco.com

APPLICANT:

Developer/Owner:	Taylor Morrison Homes
Contact Name:	Alan Kerley
Telephone Number:	704-400-5308 AKerley@taylormorrison.com
Fax Number:	

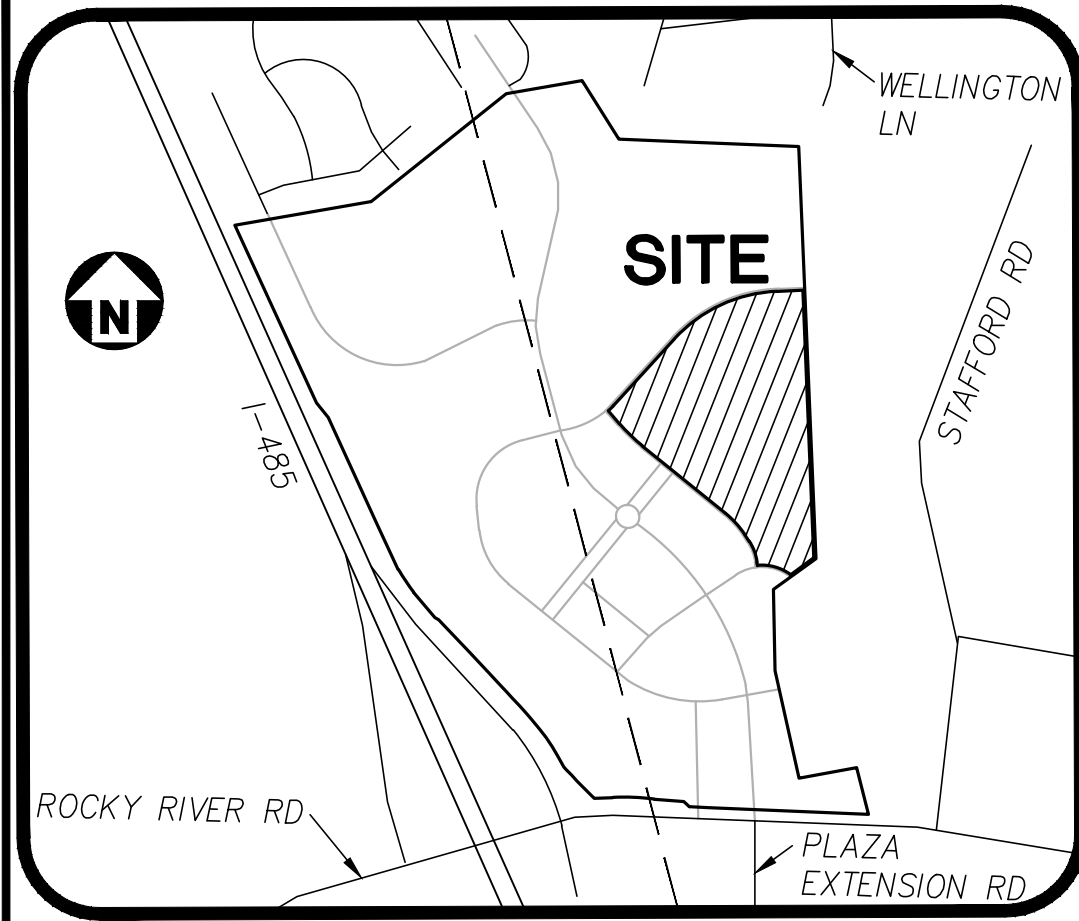
PROPOSED PROJECT:

Project Name:	Farmington Terraces	Approved / Denied
Alternate Project Name:	Terraces at Farmington	Approved / Denied

PROPOSED STREET(S): Only need 3 street names

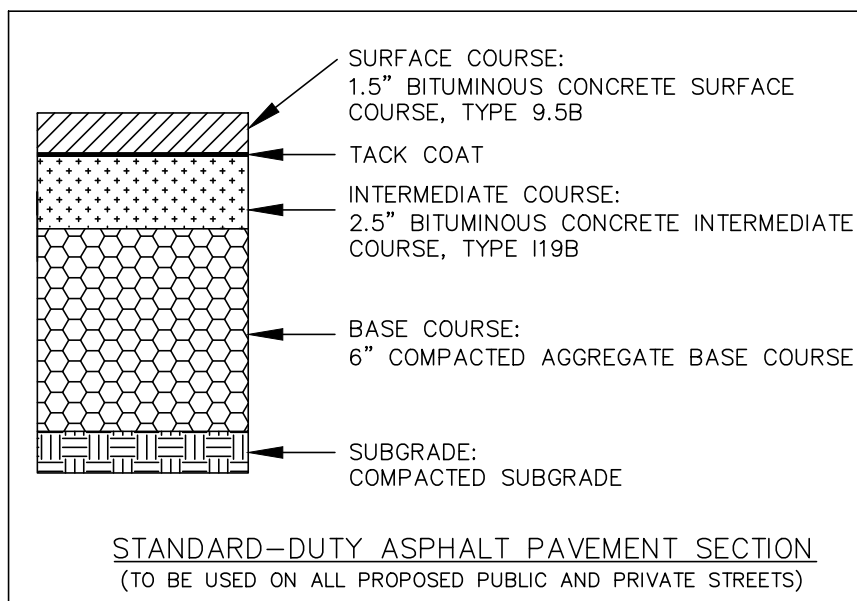
Street Name:	Cochrane Bend	Approved / Denied
Street Name:	Fuda Creek	Approved / Denied
Street Name:	Embayment	Approved / Denied
Street Name:	Runnel	Approved / Denied
Street Name:	Harrow	Approved / Denied
Street Name:	Harwen	Approved / Denied
Street Name:	Coulee	Approved / Denied
Street Name:		Approved / Denied

EMS 911 COUNTY CORRINATOR: _____ **DATE:** _____



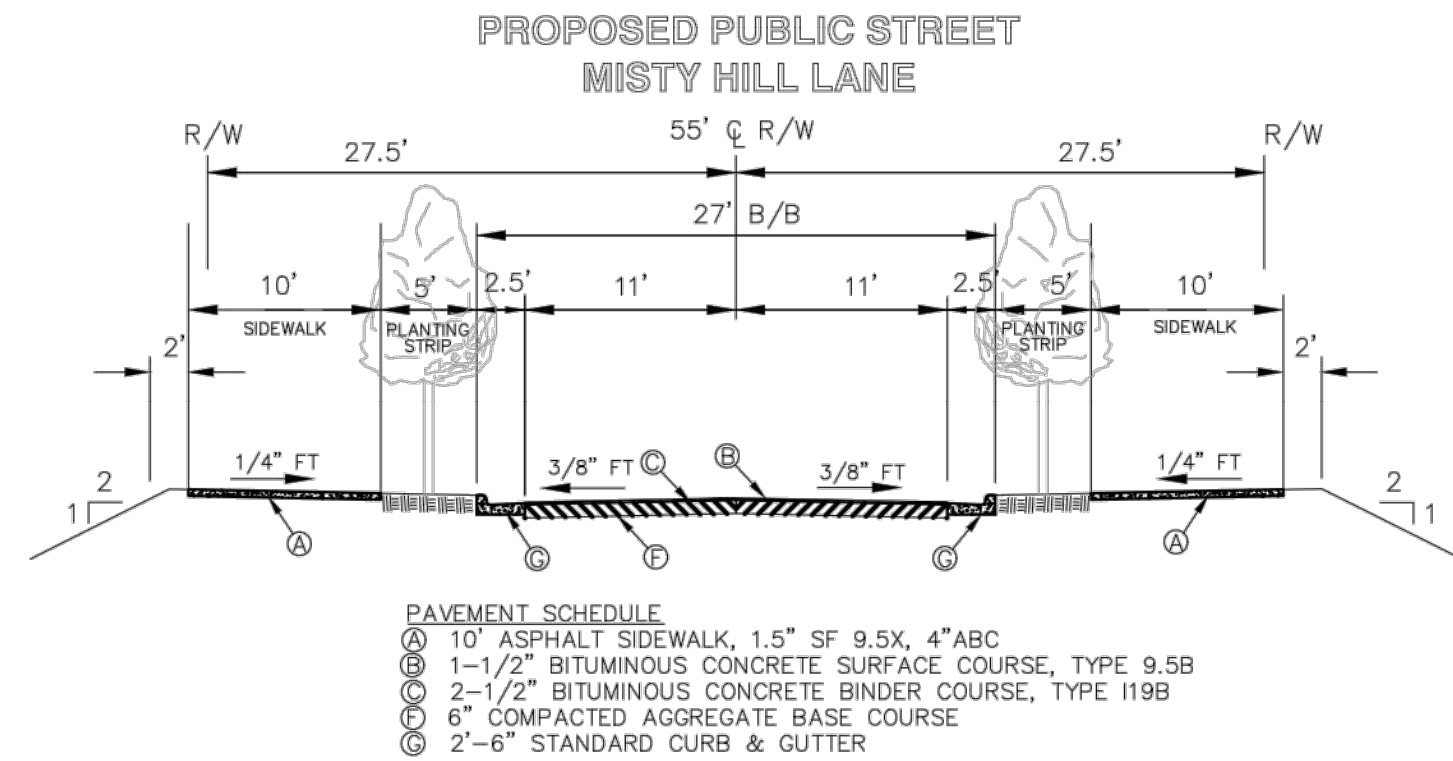
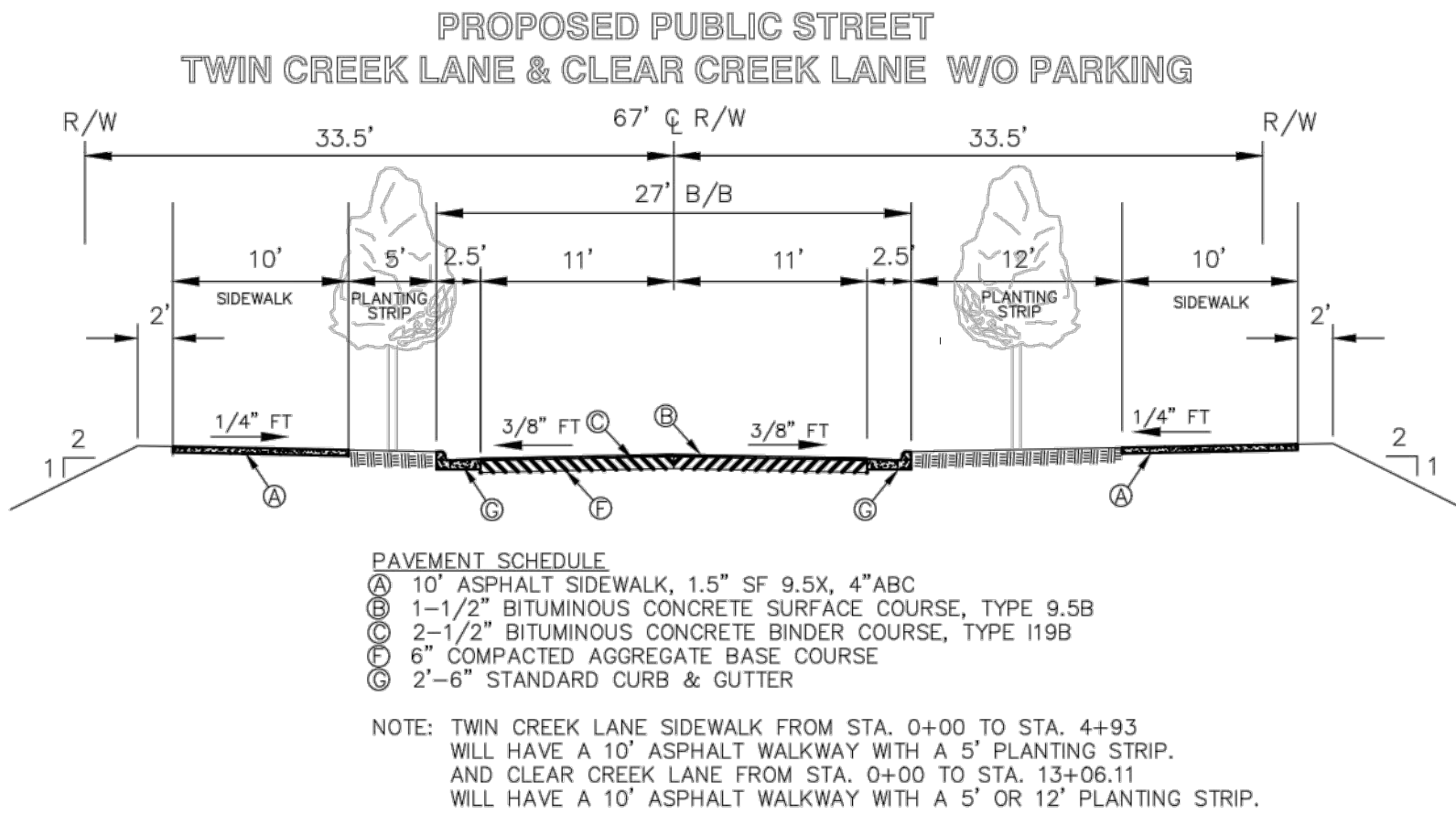
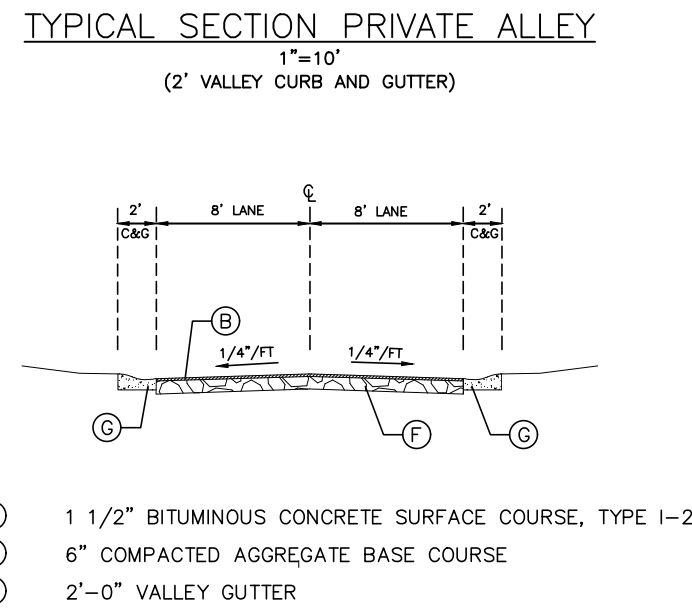
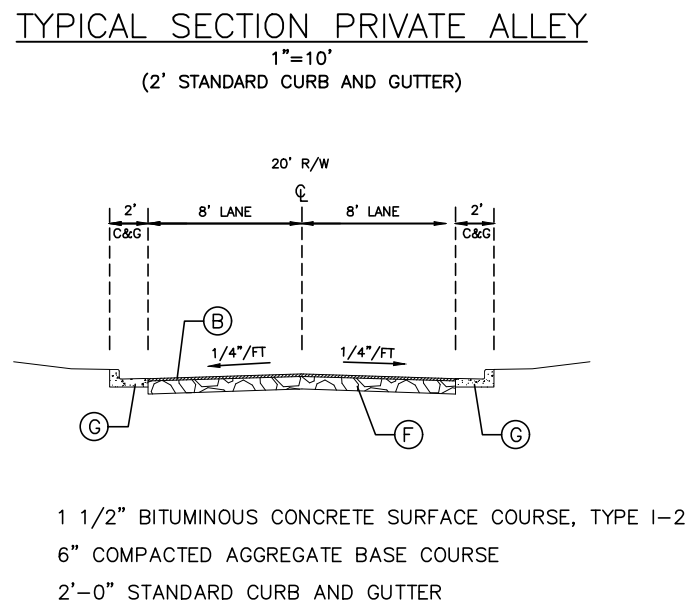
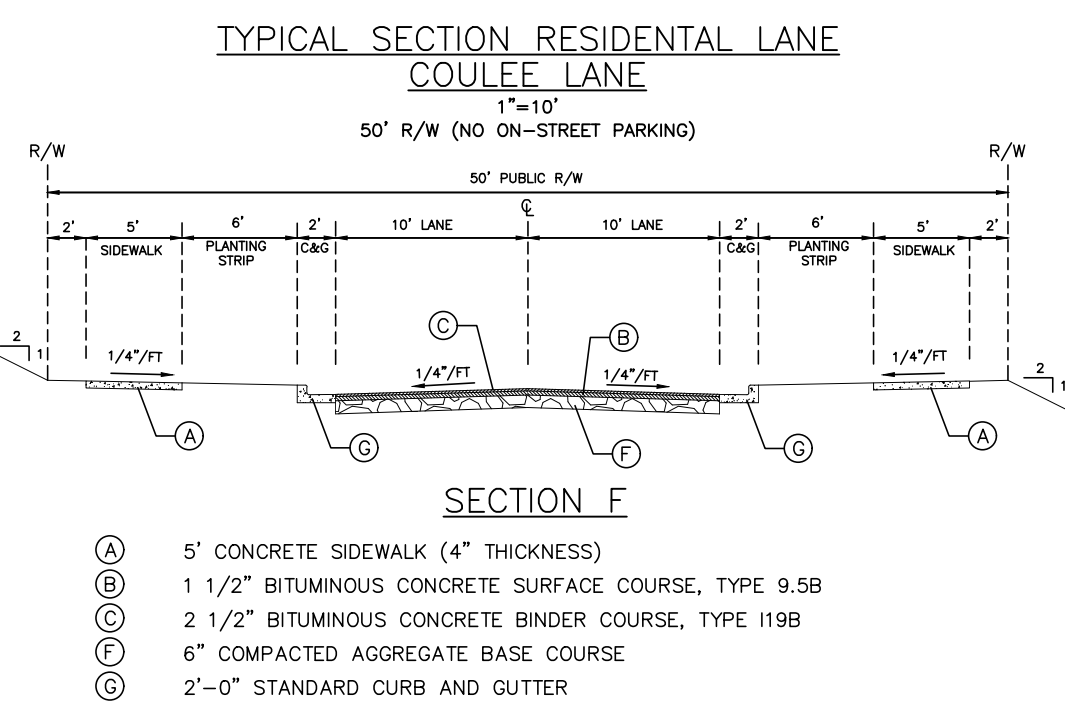
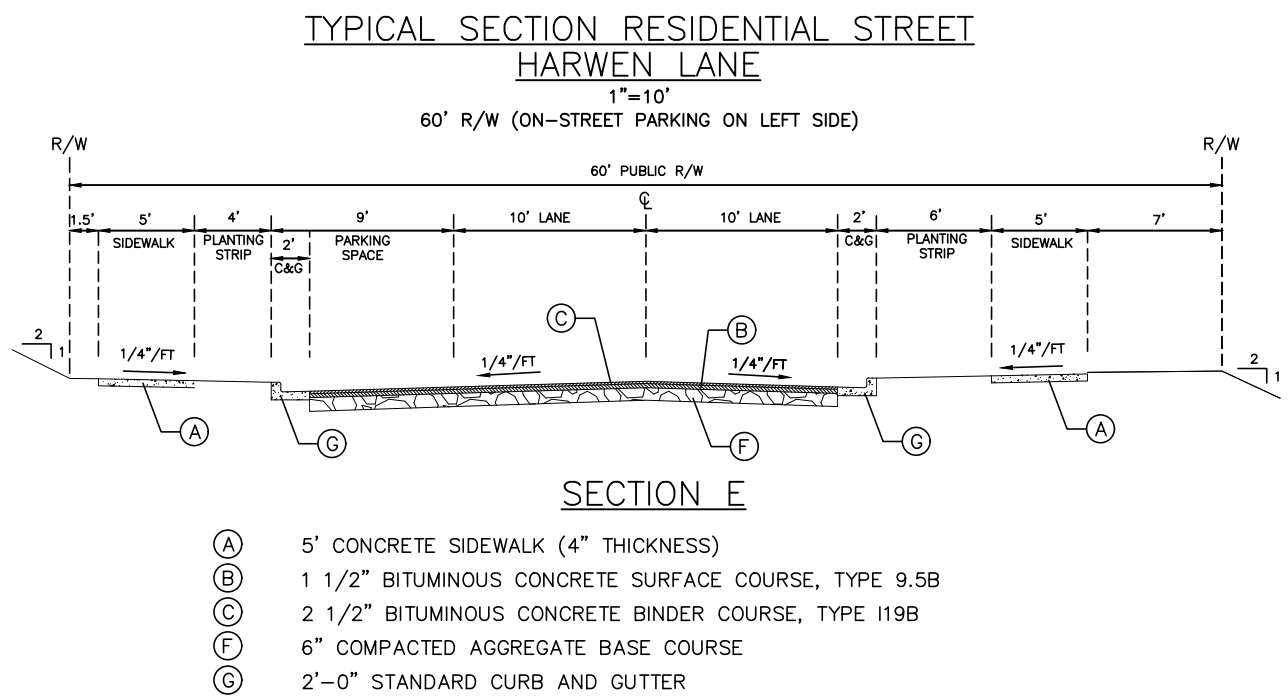
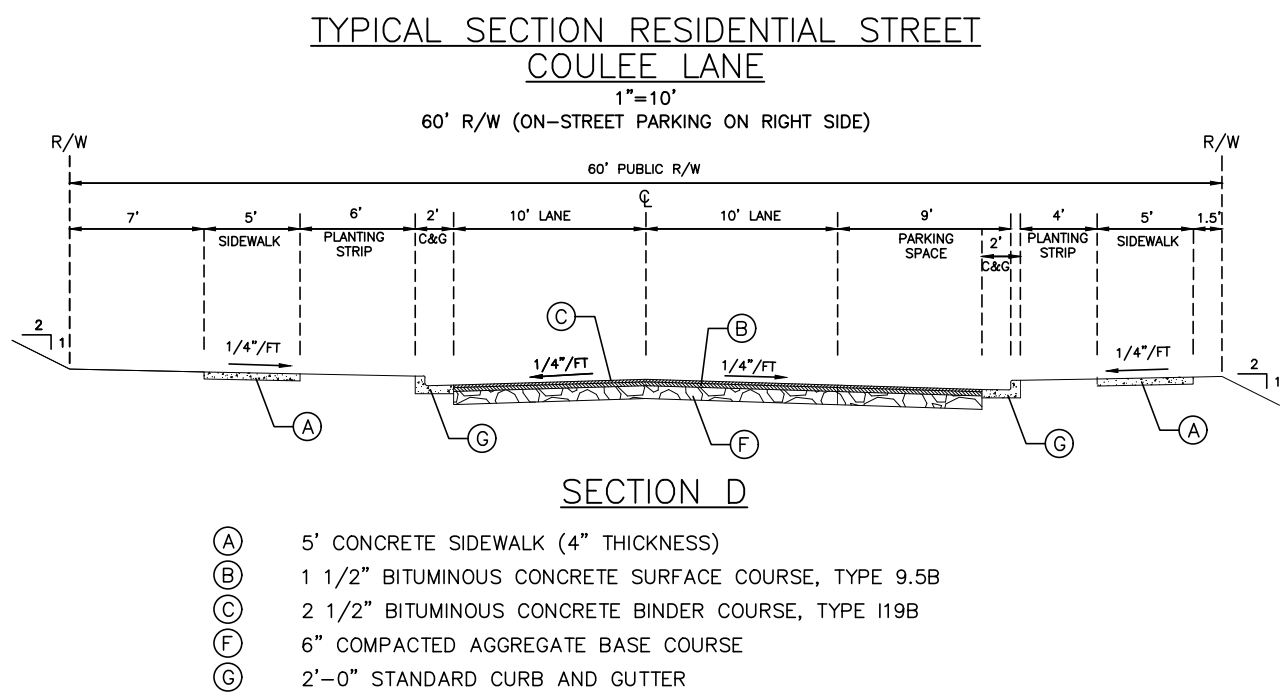
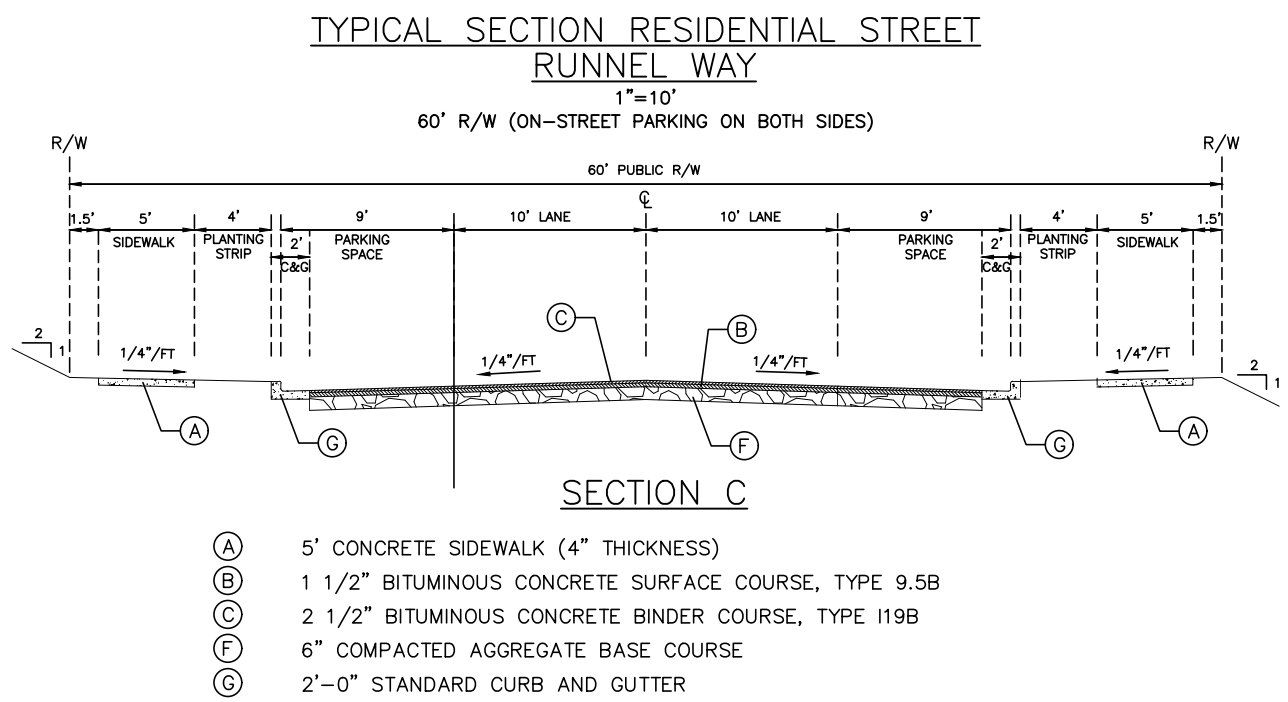
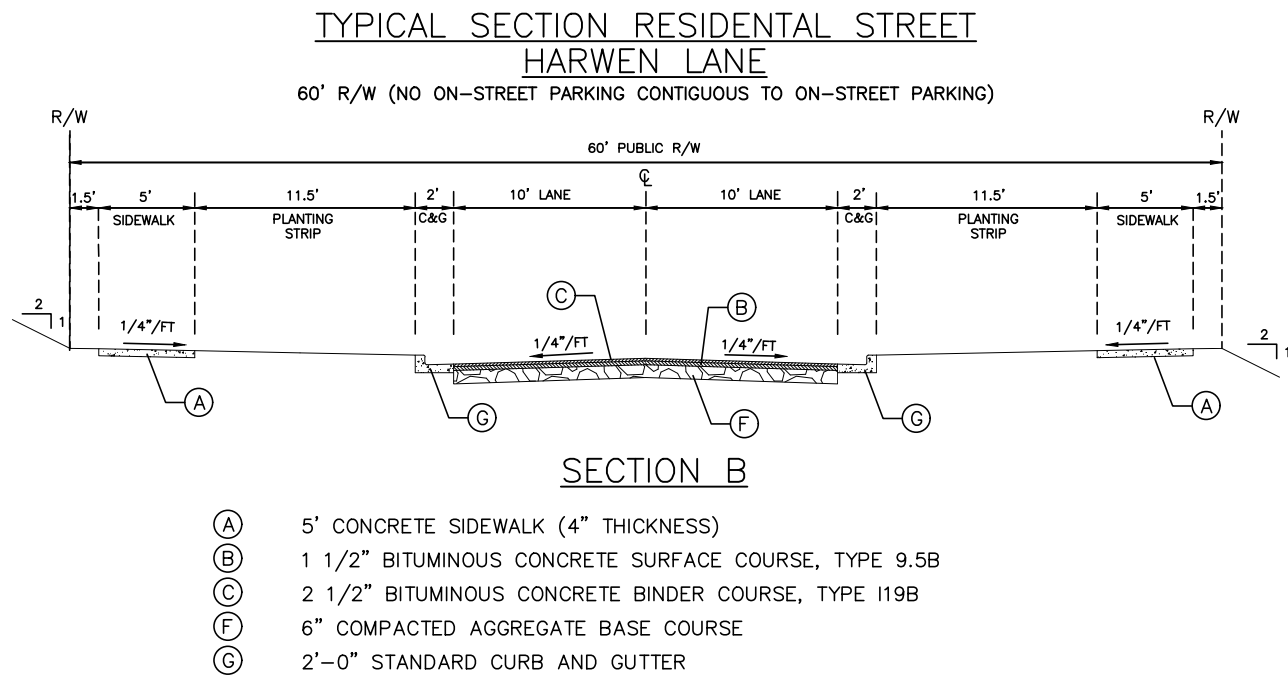
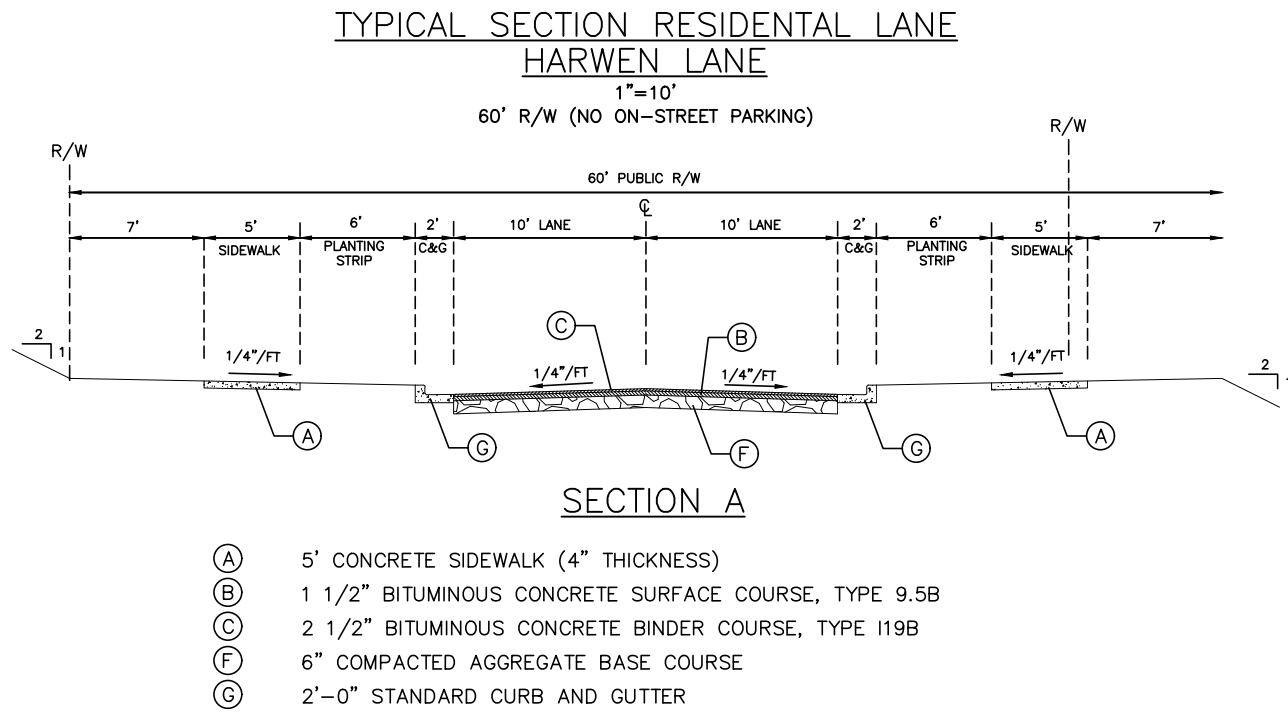
VICINITY MAP

N.T.S.



Know what's below.
Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.



CLIENT

ALAN KERLEY
TAYLOR MORRISON
1410 WEST MOOREHEAD STREET, SUITE 100
CHARLOTTE, NORTH CAROLINA 28208
PHONE: 704.357.6632



TERRACES AT FARMINGTON

PRELIMINARY PLAT
NORTHEAST INTERSECTION OF I-485 OUTER AND ROCKY RIVER ROAD
HARRISBURG, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	06.27.2019	CITY COMMENTS
2	07.19.2019	CITY COMMENTS
3	09.05.2019	CITY COMMENTS
4	10.02.2019	CITY COMMENTS

PLAN INFORMATION

PROJECT NO.	TMH-17030
FILENAME	TMH17030-F1
CHECKED BY	RMR
DRAWN BY	CEG
SCALE	NTS
DATE	03.12.2019

SHEET

PRELIMINARY PLAT

PL-2

Y:\Projects\TMH\TMH-17030\Land\Construction Drawings\TMH17030-F1.dwg, 10/2/2019 12:58:37 PM, Guerrero Duran, Carlos

SITE DEVELOPMENT NOTES:

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

PERMITTED USES

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

DIMENSIONAL AND DENSITY STANDARDS

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

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

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

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

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

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

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

AREAS

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

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

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

ARCHITECTURAL STANDARDS

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

LANDSCAPING, BUFFERING, AND SCREENING

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

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

LIGHTING

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

SIGNAGE

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

PARKING AND PRIVATE DRIVES

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

PEDESTRIAN AND VEHICULAR ACCESS

1. DEVELOPER WILL CONSTRUCT SIDEWALKS IN ACCORDANCE WITH ARTICLE 11 AND APPENDIX C OF THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS OTHERWISE SPECIFIED ON CROSS SECTIONS, IN WHICH CASE TEN (10) FOOT WIDE ASPHALT MULTI-USE PATHS WITH A MINIMUM FIVE (5) FOOT PLANTING STRIP WILL BE INSTALLED.
2. VEHICULAR ACCESS AS SHOWN ON THE TECHNICAL DATA SHEET IS ILLUSTRATIVE, SUBJECT TO MINOR MODIFICATIONS OR REMOVAL REQUIRED TO ACCOMMODATE THE FINAL SITE PLAN AND TO MEET REGULATIONS AND REQUIREMENTS OF NCDOT AND THE TOWN OF HARRISBURG.
3. OWNER SHALL DEDICATE AND CONSTRUCT FARMINGTON RIDGE PARKWAY (FORMERLY PLAZA ROAD EXTENSION) NORTH OF ROCKY RIVER ROAD TO THE SPECIFICATIONS AND ROADWAY IMPROVEMENT PLANS BY YARBROUGH-WILLIAMS & HOULE, INC., OR AS AMENDED AND APPROVED BY THE TOWN OF HARRISBURG ENGINEER.
4. ALL PROPOSED PRIVATE STREETS ARE INTERNAL WITH NO CONNECTION TO ADJACENT PROPERTIES AS ALLOWED IN PUD ZONING.
5. ALL ROADS WILL MEET HARRISBURG COMMERCIAL ROAD STANDARDS FOR PAVEMENT THICKNESS.
6. INTERSECTION ALIGNMENT WITH FARMINGTON RIDGE PARKWAY (FORMERLY PLAZA ROAD EXTENSION) AT ROCKY RIVER ROAD MUST BE VERIFIED BEFORE PLAT RECORDATION.
7. 10' X 70' SIGHT DISTANCE TRIANGLES MUST BE SHOWN AT BOTH STREET INTERSECTIONS WITH ROCKY RIVER ROAD.
8. NO FULL MOVEMENT OR DIRECTIONAL ACCESS WILL BE ALLOWED FROM FARMINGTON RIDGE PARKWAY TO PARCELS "R" & "S".
9. NO DRIVEWAY ACCESS WILL BE GRANTED FROM ROCKY RIVER ROAD TO PARCELS "Q", "R", AND "S".
10. POD 1 TOWNHOMES - 291' AVERAGE BLOCK LENGTH, 1.75 LINKS AND NODES RATIO - 9 BLOCK FACES THAT FRONT A PUBLIC STREET: 200', 200', 330', 240', 240', 330', 460', 280', AND 340'
- POD 2 SINGLE-FAMILY AND TOWNHOMES - 311' AVERAGE BLOCK LENGTH, 1.4 LINKS AND NODES RATIO - 12 BLOCK FACES THAT FRONT A PUBLIC STREET: 180', 180', 490', 340', 450', 215', 538', 160', 300', 532', AND 130'

PARKS AND OPEN SPACE

1. DESIGNATED OPEN SPACE IS PROVIDED PER THE UNIFIED DEVELOPMENT ORDINANCE. THESE AREAS SHALL BE GENERALLY AS SHOWN ON THE TECHNICAL DATA SHEET, BUT ARE SUBJECT TO MODIFICATIONS REQUIRED TO ACCOMMODATE THE FINAL SITE AND ARCHITECTURAL CONSTRUCTION PLANS AND DESIGNS, AS LONG AS THE MINIMUM ACREAGE REQUIRED IS SATISFIED.
2. GREENWAY ALIGNMENT AS ILLUSTRATED ON SHEET RZ-1 IS APPROXIMATE. FINAL ALIGNMENT IS SUBJECT TO CHANGE BASED ON SITE DESIGN AND ROAD NETWORK. GREENWAY MAY BE CONSTRUCTED ALONG WITH ANY ASSOCIATED GRADING WITHIN ANY DESIGNATED STREAM "NO BUILD ZONE" AND "RSOD BUFFER".
3. PUBLIC OPEN SPACE DEDICATION REQUIREMENT WILL BE MET IN PART VIA GREENWAY EASEMENT DEDICATION AND CONSTRUCTION OF A TEN (10) FOOT WIDE ASPHALT TRAIL.

STORMWATER MANAGEMENT

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

STREAM NO BUILD ZONE AND RSOD BUFFER

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

UTILITIES

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

AMENDMENTS TO REZONING PLANS

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

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

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McAdams

The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293

www.mcadamsco.com

CLIENT

ALAN KERLEY
TAYLOR MORRISON
1410 WEST MOOREHEAD STREET, SUITE 100
CHARLOTTE, NORTH CAROLINA 28208
PHONE: 704.357.6632



TERRACES AT FARMINGTON

PRELIMINARY PLAT

NORTHEAST INTERSECTION OF I-485 OUTER AND ROCKY RIVER ROAD
HARRISBURG, NORTH CAROLINA

REVISIONS

NO.	DATE	
1	06.27.2019	CITY COMMENTS
2	07.19.2019	CITY COMMENTS
3	09.05.2019	CITY COMMENTS
4	10.02.2019	CITY COMMENTS

PLAN INFORMATION

PROJECT NO.	TMH-17030
FILENAME	TMH17030-F1
CHECKED BY	RMR
DRAWN BY	CEG
SCALE	NTS
DATE	03.12.2019

SHEET

SITE REZONING
AMENDMENT

PL-3

**TOWN OF HARRISBURG
PRELIMINARY SUBDIVISION
APPROVAL APPLICATION**

STREET NAME REVIEW AND CONFIRMATION

Cabarrus County Code

Section 66-69. Name of subdivision and its roads.

The name of a subdivision or its roads shall not duplicate nor closely approximate, either phonetically or by spelling, the name of an existing subdivision or roads within the County, within any municipality within the County, or in an adjacent county or municipality (if the development is in close proximity to another jurisdiction). All names must be approved by the County planning division.

(Ord. Of 7-22-91, 4.4)

Cross reference – Road names and address display, 62-36 et seq.

RESPONSE WILL BE BY FAX Please respond by email at emoore@mcadamsco.com or call 704-527-0800 x324.
PLEASE FAX TO: 704-455-1206 We do not have a fax machine. Thank you.

AREA:

Date:	Parcel Identification Number (PIN): Part of 5506140729			
Existing Road Providing Access to Area:	Rocky River Rd			
Zoning District*:	☒ Residential	☐ Commercial	☐ Industrial	☐ Manufactured

Home (*Circle One)

Contact for County comments - Eddie Moore - McAdams, 704-527-0800, emoore@mcadamsco.com

APPLICANT:

Developer/Owner:	Taylor Morrison Homes
Contact Name:	Alan Kerley
Telephone Number:	704-400-5308 AKerley@taylormorrison.com
Fax Number:	

PROPOSED PROJECT:

Project Name:	Farmington Terraces	☒ Approved / ☒ Denied
Alternate Project Name:	Terraces at Farmington	☒ Approved / ☐ Denied

PROPOSED STREET(S): Only need 3 street names

Street Name:	Cochrane Bend	☒ Approved / ☒ Denied
Street Name:	Fuda Creek	☒ Approved / ☒ Denied
Street Name:	Embayment	☒ Approved / ☐ Denied
Street Name:	Runnel LN, WAY, CT	☒ Approved / ☐ Denied
Street Name:	Harrow	☒ Approved / ☒ Denied
Street Name:	Harwen	☒ Approved / ☐ Denied
Street Name:	Coulee	☒ Approved / ☐ Denied
Street Name:		☐ Approved / ☐ Denied

EMS 911 COUNTY CORRINATOR:

Bullhst

DATE:

3-21-19



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Preliminary Plat for the Commons at Farmington Subdivision H2019-05-(S).

Presenting Personnel:

Sushil Nepal, Planning & Economic Development Director

Suggested Motion or Action:

If approved:

To approve the Preliminary Plat application as requested by the applicant for the related property in application H-2019-05 (S).

Description/Background:

Eddie Moore with McAdams, on behalf of Farmington Owner and Developer, has submitted a Preliminary Plat application for 112 town homes and 37 single family homes, located on the north side of Rocky River Road adjacent to the Mecklenburg County line and west of Stafford Road approximately 900' north of Rocky River Road. The site Address is 9880 Rocky River Road and the Town Homes POD consists a total area of 36.21 acres. The subject property is part of the Farmington PUD and that the site plan was recently updated (Case #H-2019-02-(R)) in September 2019 to allow for removal of condition to build YMCA and add additional residential units.

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:

Staff has reviewed the submitted preliminary plat, and has found it to be consistent with the approved conditional zoning site plan (H-2019-02-R), the Harrisburg Area Land Use Plan (HALUP) and the standards of the UDO for CZ-RV and CZ-RM-1 districts.

Staff and the Planning and Zoning Board recommend approval of the proposed preliminary plat to the Town Council, with the inclusion of the conditions of the approved conditional rezoning plan.

Fiscal Impact:

None.

Attachments:

1. H2019-05-(S) Staff Report_ Commons at Farmington
2. CommonsAtFarmington_ Site Location Map
3. CommonsAtFarmington_ Preliminary Plat Application
4. CommonsAtFarmington_ APPROVED Street Names
5. Commons at Farmington Prelim Plat. RESUB2



Town of Harrisburg
Planning and Economic Development Department

DATE: December 17, 2019

SUBJECT: H2019-05-(S) **Commons at Farmington, POD 2** Preliminary Plat

Owner/ Developer: Jim Merrifield with MPV Properties

Location: The subject property is located on the north side of Rocky River Road adjacent to the Mecklenburg County line and west of Stafford Road approximately 900' north of Rocky River Road. Site Address is 9880 Rocky River Road.

BACKGROUND:

Area: Approximately 36.21 acres

Zoning: PUD-SPA Planned Unit Development-Site Plan Amendment (Case# H2019-02-R)

Staff Report prepared by: Matt Ward, Planning and Economic Development Department

GENERAL DISCUSSION:

- The subject property was recently rezoned in 2019 to PUD-SPA, Planned Unit Development – Site Plan Amendment, in order to remove the condition to build a YMCA and replace with residential development.
- The applicant is seeking preliminary plat approval of Commons at Farmington a townhouse community of 112 units and 37 single-family homes which is consistent with the underlying PUD-SPA 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.**

Per the Harrisburg Area Plan, the subject property is in an area designated as Mixed Use. This area is intended to accommodate development that combines commercial and civic/institutional land uses with a mixture of housing types. The predominant uses include retail, office, multi-tenant flex space, single-family detached and attached residential, multi-family residential at a medium density and civic and institutional uses. This area is

characterized as having new traffic mitigations, village center connected with multi-use paths, tree save and unique farm house style residential architecture.

The rezoning which was approved to accommodate this development was found to be consistent with the Harrisburg Area Plan and the Unified Development Ordinance. Therefore, the request conforms to the goals and policies of the Harrisburg Area Plan and the Unified Development Ordinance.

- 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 mixed use as well as attached and detached residential subdivision. No uses or designs proposed in this development 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 Boundary and Floodway 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. 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.

- 7. The proposed name of a subdivision shall be approved by the Cabarrus County E-911 Coordinator(s) and shall not use a word, or phrase, which is the same as, similar to, or pronounced the same as a word or phrase in the name of any other subdivision in**

Cabarrus County or any municipality or jurisdiction in the County. Proposed subdivisions may only use a duplicate subdivision name in the event that the Administrator requires the use of the same name for purposes of clear identification.

The proposed name of the subdivision is Commons at Farmington. This name has been approved for use by the Cabarrus County E-911 Coordinator. All street names have been reviewed and approved by Cabarrus County E-911 Coordinator.

APFO REVIEW:

SCHOOLS

This part of the Unified Development Ordinance is no longer enforceable as determined by the NC Supreme Court. However, the schools have provided the following data on school capacity:

The numbers provided are for the overall Farmington project and not individual phased developments.

Current Capacity	
Elementary (Harrisburg Elementary) -	<u>132.84%</u>
Middle (Hickory Ridge) -	<u>121.70%</u>
High (Hickory Ridge) -	<u>97.88%</u>
Future Capacity Based on Unbuilt Lots and Including this Request	
Elementary (Harrisburg Elementary) -	<u>150.25%</u>
Middle (Hickory Ridge) -	<u>145.75%</u>
High (Hickory Ridge) -	<u>117.86%</u>

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

NCDOT

NCDOT was not required to review the preliminary plat for this development.

FIRE, POLICE SANITATION

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

UTILITIES

Utilities are available through the Town of Harrisburg. Applicant will be required to extend the water line and sewer line to their site.

CONDITIONS OF APPROVAL:

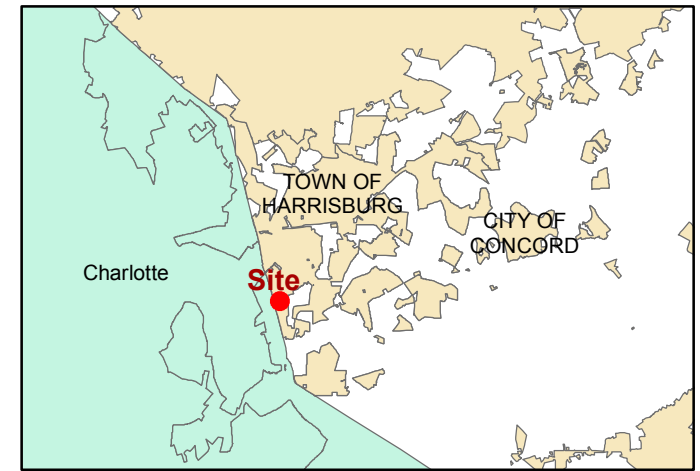
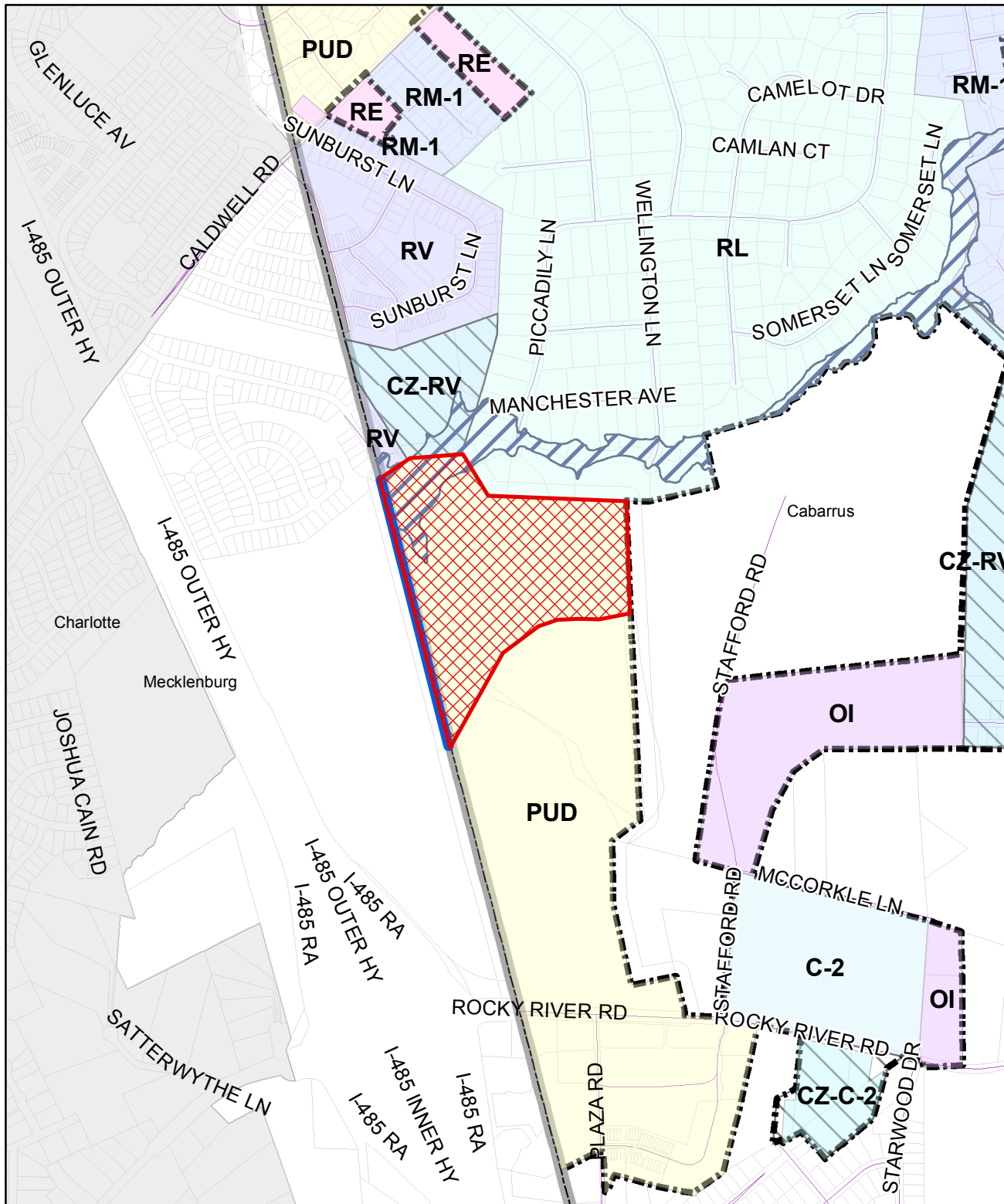
In considering an application for a subdivision plat, the decision-making agency shall consider and may impose modifications or conditions to the extent that such modifications or conditions are necessary to ensure compliance with the criteria of Section 6.2 of the UDO.

Should the Board consider recommending approval of the preliminary plat for the Terraces at Farmington subdivision, staff requests that the following conditions become part of the approval (H2019-02-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 dedicate a 25ft greenway easement (except for portions of greenway along streets) and construct a 10ft asphalt greenway as shown on plan, to meet the requirements of Article 6.5.5 of the UDO. The greenway shall be constructed prior to the 50 % completion of each residential POD (Areas C-1 and C-2)
3. Applicant agrees to restrict cladding materials for all residential buildings to masonry products; vinyl siding will not be used.
4. Applicant agrees to install all required improvements as required by the final approved Traffic Impact Analysis.
5. Applicant agrees that the final design for Farmington Ridge Parkway may be altered to eliminate the on-street bicycle lanes and instead provide 2 10ft asphalt multi-use paths with a minimum of a 5ft planting strip pending Engineering review.
6. Applicant agrees to assess the pavement structure for the existing portions of Farmington Ridge Parkway and bring this portion of street up to current Town standards as needed to accommodate the increased traffic this proposed development will place on this structure.
7. Applicant agrees to construct Farmington Ridge Parkway in its entirety throughout the site as part of Phase I of the development.
8. Applicant agrees that there will be no more than 20% of the residential units as rentals at any given time and will be restricted as such by the deed restrictions.
9. Applicant agrees to install greenway amenities such as trash receptacles and benches along the greenway during greenway construction.
10. Applicant agrees to remove animal shelters as an allowed use in this PUD district.

RECOMMENDATION:

The preliminary plat is consistent with the Harrisburg Area Land Use Plan and the existing PUD-SPA zoning designation including the multi-family residential design guidelines and the approved PUD. Therefore, the Planning and Zoning Department recommends approval of this preliminary plat request.



H 2019-05-(S) Commons at Farmington, POD 2 Rocky River Road Assoc., LLC

Applicant: Jim Merrifield

Zoning: Planned Unit Development (PUD)
 Site Plan Amendment (PUD-SPA)

Commons at Farmington Preliminary Plat Request
 Subject Site (Commons at Farmington)
 POD 2

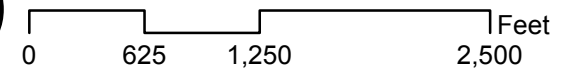


Farmington

Town Limits

Floodplain Overlay

Parcels





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:	
2. Location of Subdivision:	Farmington Pod 2 - North of Rocky River Rd and west of Stafford Rd
3. Cabarrus County PIN Numbers:	Part of 5506140729
4. Current Zoning:	PUD-(R)
5. Project Classification (Residential, Commercial, etc.):	Residential
6. Is this a CU or CZ Project?	☒ YES: Case Number: H2019-02-(R) ☐ NO
7. Date of Rezoning Approval:	September 9, 2019 Subdivision Case #:
Owner/Developer Information	
1. Property Owner Name:	MPV Properties Property Owner Phone: 704-561-5241
Property Owner Email:	Jim Merrifield - JMerrifield@mpvre.com
2. Agent/Developer Name:	TRI Pointe Homes Agent/Developer Phone: 704-944-4427
Agent/Developer Email:	Cisco Garcia - Cisco.Garcia@tripointehomes.com
3. Contact for Comments Name:	Eddie Moore Contact for Comments Phone: 704-527-0800
Contact for Comments Email:	McAdams - emoore@mcadamsco.com x324
Utilities	
Water 1, Who will provide water and sewer services for this site? ☐ Private ☒ Public Provider <u>Harrisburg</u> Sewer ☐ Private ☒ Public Provider <u>Harrisburg</u>	
Overlay District (Article 4)	
Is the subject property located in an Overlay Zone? ☐ YES: ☒ NO If YES, which one(s): _____ _____	

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) 3710550600K Map Date November 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?

RSOD calculations part of overall ☒ YES: ☐ NO
PUD

Verification of Process

I, Eddie Moore, 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: September 6, 2019

Signed: 

Title: Agent for 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: 10/31/19	Parcel Identification Number(s) (PINs): 5506140729			
Existing Road Providing Access to Project Area:	Rocky River Rd			
Type of Zoning District (circle one):	Residential ☒	Commercial	Industrial	Other (briefly explain)

Developer/Owner: TRI Pointe Homes
Primary Contact : Eddie Moore
Telephone Number:
Primary Contact Email address: emoore@mcadamsco.com

PROPOSED PROJECT NAME(S):

Project Name:	Commons at Farmington	Approved / Denied
Alternate Project Name:		Approved / Denied
Alternate Project Name:		Approved / Denied

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

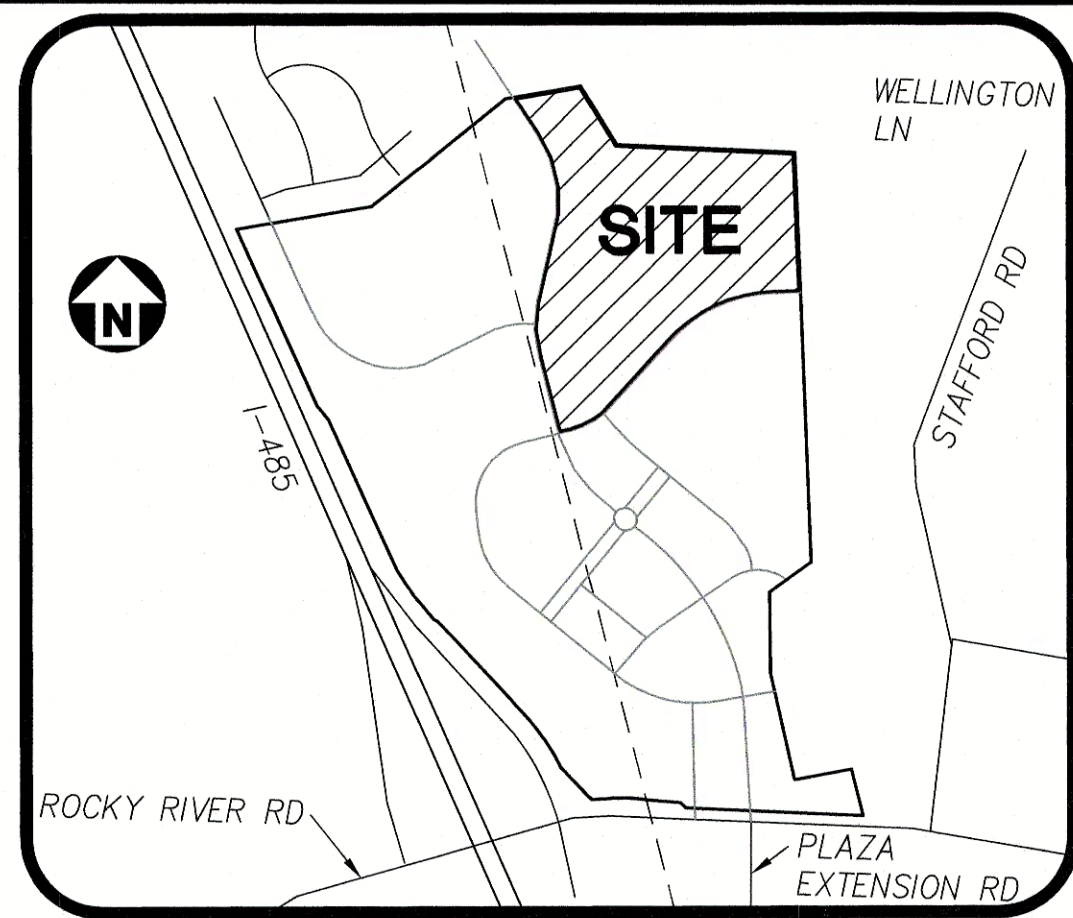
Street Name:	Arrington Hall Dr	Approved / Denied
Street Name:	Strathmore Ct	Approved / Denied
Street Name:	Wentwood Ave	Approved / Denied
Street Name:	Nettleton Ave	Approved / Denied
Street Name:	Conover Hall Ave	Approved / Denied
Street Name:	Amelia Aly	Approved / Denied
Street Name:	Edgemeer Aly	Approved / Denied
Street Name:	Carolina Commons Aly	Approved / Denied
Street Name:	Peatland Aly	Approved / Denied
Street Name:	Lowland Aly & Wetlands Aly	Approved / Denied

NUMBER OF STREETS TO BE NAMED: 11

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: [Signature] DATE: 11-8-19



VICINITY MAP

N.T.S.

SITE DATA

CURRENT OWNER: ROCKY RIVER ROAD ASSOCIATES LLC.				
PARCEL: POD 2	PID: 5506141031	DB: 08789	PG: 0255	ACREAGE: 36.21
ZONING:	PUD (SPA)			
CURRENT USE:	VACANT LAND			
PROPOSED USE:	112 TOWNHOMES & 37 SINGLE-FAMILY			
TREE SAVE REQUIREMENT:	PER PETITION # H2019-02 (R)			
MINIMUM REQUIRED PARKING RATIO:	PER PETITION # H2019-02 (R)			
MINIMUM REQUIRED PARKING SPACES:	PER PETITION # H2019-02 (R)			
REQUIRED PARKING SPACES:	296			
PROPOSED PARKING SPACES:	437 (71 ON-STREET SPACES)			
PROPOSED LOTS:	149			
NET ACREAGE OF PROPOSED LOTS:	9.56 AC			
NUMBER OF LOTS PER PHASE:	TBD			
TOTAL ACREAGE IN PROPOSED STREET R/W:	5.08 AC			
TOTAL LINEAR FOOTAGE PROPOSED STREETS:	CONNOVER HALL AVENUE: 1,010 LF NETTLETON AVENUE: 500 LF STRATHMORE COURT: 466 LF WENTWOOD COURT: 1,027 LF ARRINGTON HALL: 1,149 LF			
EXISTING PERVIOUS AREA	35.21 AC (100%)			
PROPOSED PERVIOUS AREA	23.35 AC (65.1%)			
EXISTING IMPERVIOUS AREA	0 AC (0%)			
PROPOSED IMPERVIOUS AREA	12.26 AC (33.9%)			
FLOOD ZONE	ZONE "X", MINIMAL FLOOD HAZARD			
BASE FLOOD ELEVATION	NA			
WATERSHED PROTECTION OVERALL DISTRICT	NA			
FLOODPLAIN PROTECTION OVERALL DISTRICT	NA			
ANTICIPATED DATE OF FINAL PLATTING	TBD			
FIRE PROTECTION GENERAL INFORMATION:				
TYPE OF CONSTRUCTION	TOWNHOMES & SINGLE-FAMILY			
FIRE ALARM PROVIDED	NO			
SPRINKLER SYSTEM PROVIDED	NO			
MAXIMUM HEIGHT OF SINGLE-FAMILY	35'			
MAXIMUM HEIGHT OF TOWNHOMES	45'			
GENERAL OPEN SPACE REQUIREMENT				
REQUIRED GENERAL OPEN SPACE:	8.67 AC (25% OF SITE AREA)			
PROVIDED GENERAL OPEN SPACE:	15.8 AC (44% OF SITE AREA) 55% OF OPEN SPACE PER PUD			
PUBLIC OPEN SPACE REQUIREMENT				
REQUIRED ACTIVE OPEN SPACE:	3.73 AC = 0.025 AC / DWELLING UNIT (149x0.025)			
PROVIDED ACTIVE OPEN SPACE:	3.80 AC (10.5% OF SITE AREA) 19% OF ACTIVE PER PUD			
PROVIDED PASSIVE OPEN SPACE:	4.97 AC (13.7% OF SITE AREA)			
PROPOSED GREENWAY LENGTH:	±1,625 LF WITHIN 25' EASEMENT			
PROPOSED INACCESSIBLE OPEN SPACE:	7.60 AC (20.9% OF SITE AREA)			

Line Table		
LINE #	LENGTH	DIRECTION
L1	151.256	S87°37'00.63"W
L2	487.866	S42°25'03.69"W
L3	17.396	S75°34'20.41"W
L4	330.552	N14°33'06.21"E
L5	403.806	N11°59'04.82"E
L6	252.682	N32°49'01.05"W

Curve Table				
CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	833.500'	657.53'	S65°01'02"W	640.61'
C2	366.500'	212.08'	S58°59'42"W	209.13'
C3	30.000'	47.06'	N59°29'23"W	42.36'
C4	765.000'	354.31'	N11°17'01"W	351.15'
C5	635.000'	496.53'	N10°24'58"W	483.98'

GENERAL NOTES

- DEVELOPMENT SHALL BE SERVED BY A PUBLIC WATER SYSTEM AND A PUBLIC SEWER SYSTEM.
- OFF-STREET PARKING PER 8.3 OF UDO.
- SIDEWALK WILL BE INSTALLED ON BOTH SIDES OF THE PROPOSED RESIDENTIAL STREETS.
- IN THE EVENT ON-SITE WASTEWATER SYSTEM ASSOCIATED WITH ABANDONED HOMESTEADS ARE LOCATED, THEY WILL BE DE-COMMISSIONED ACCORDING TO PROCEDURES RECOMMENDED BY CABARRUS HEALTH ALLIANCE.
- IF ILLEGAL SOLID WASTE IS FOUND ON SITE, IT WILL BE RECYCLED OR DISPOSED OF IN AN APPROVED LANDFILL.

NOTES

AS A PRELIMINARY PLAT, THIS PROJECT IS SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

- APPLICANT AGREES TO OBTAIN ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR DEVELOPMENT BEFORE ANY DEVELOPMENT ACTIVITY CAN TAKE PLACE. (PLANNING)
- ALL RESIDENTIAL STRUCTURES IN THIS DEVELOPMENT WILL BE REQUIRED TO MEET THE REQUIREMENTS OF APPENDIX E OF THE UNIFIED DEVELOPMENT ORDINANCE. (PLANNING)
- APPLICANT AGREES TO CONSTRUCT THE 10FT ASPHALT GREENWAY ALONG THE EAST OF THE SITE (WITHIN THE RSOD BUFFER).
- THIS PLAN IS IN COMPLIANCE WITH SECTION 6.5.5.

FEMA MAP
CABARRUS COUNTY, NORTH CAROLINA
AND INCORPORATED AREAS
MAP NUMBER: 371050600K
EFFECTIVE DATE: NOVEMBER 16, 2018

STREET CONNECTIVITY
REQUIRED: 1.40
LINKS / NODES = 12 / 8 = 1.5 PROPOSED

LINKS
NODES

SETBACK DATA - TOWNHOMES

SUBLOT FRONT SETBACK	0'
SUBLOT INTERIOR SIDE SETBACK	0'
SUBLOT INTERIOR REAR SETBACK	0'
MINIMUM BUILDING SEPARATION	10'
MAXIMUM BUILDING HEIGHT	45'
MAXIMUM BUILDING LENGTH	150'

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

SETBACK DATA - SINGLE-FAMILY

LOT FRONT SETBACK	20' (MIN.) 30' (MAX.)
LOT SIDE SETBACK	7'
LOT REAR SETBACK	5'
MINIMUM BUILDING SEPARATION	10'
MAXIMUM BUILDING HEIGHT	35'

NOTE: PER FARMINGTON PUD SITE PLAN AMENDMENT

SITE LEGEND

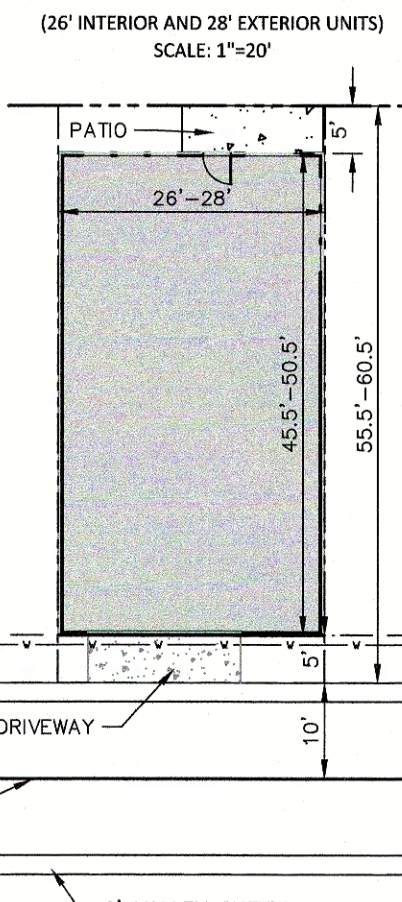
	FIRE HYDRANT ASSEMBLY
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	PASSIVE OPEN SPACE
	ACTIVE OPEN SPACE
	INACCESSIBLE OPEN SPACE

SIGHT TRIANGLE LEGEND

	10' X 10'
	25' X 25'
	30' X 30'
	35' X 35'
	25' X 30'

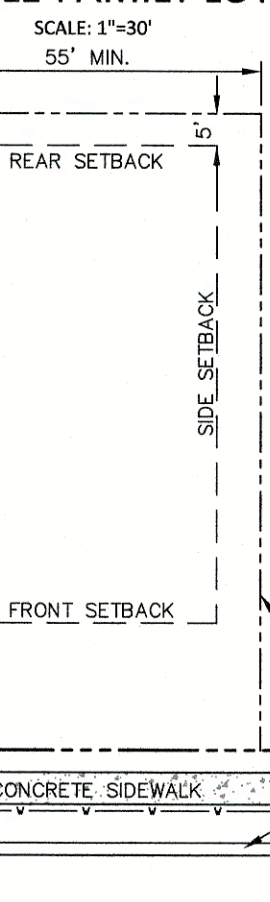
TYPICAL TOWNHOME SUBLOT

(26' INTERIOR AND 28' EXTERIOR UNITS)
SCALE: 1"=20'

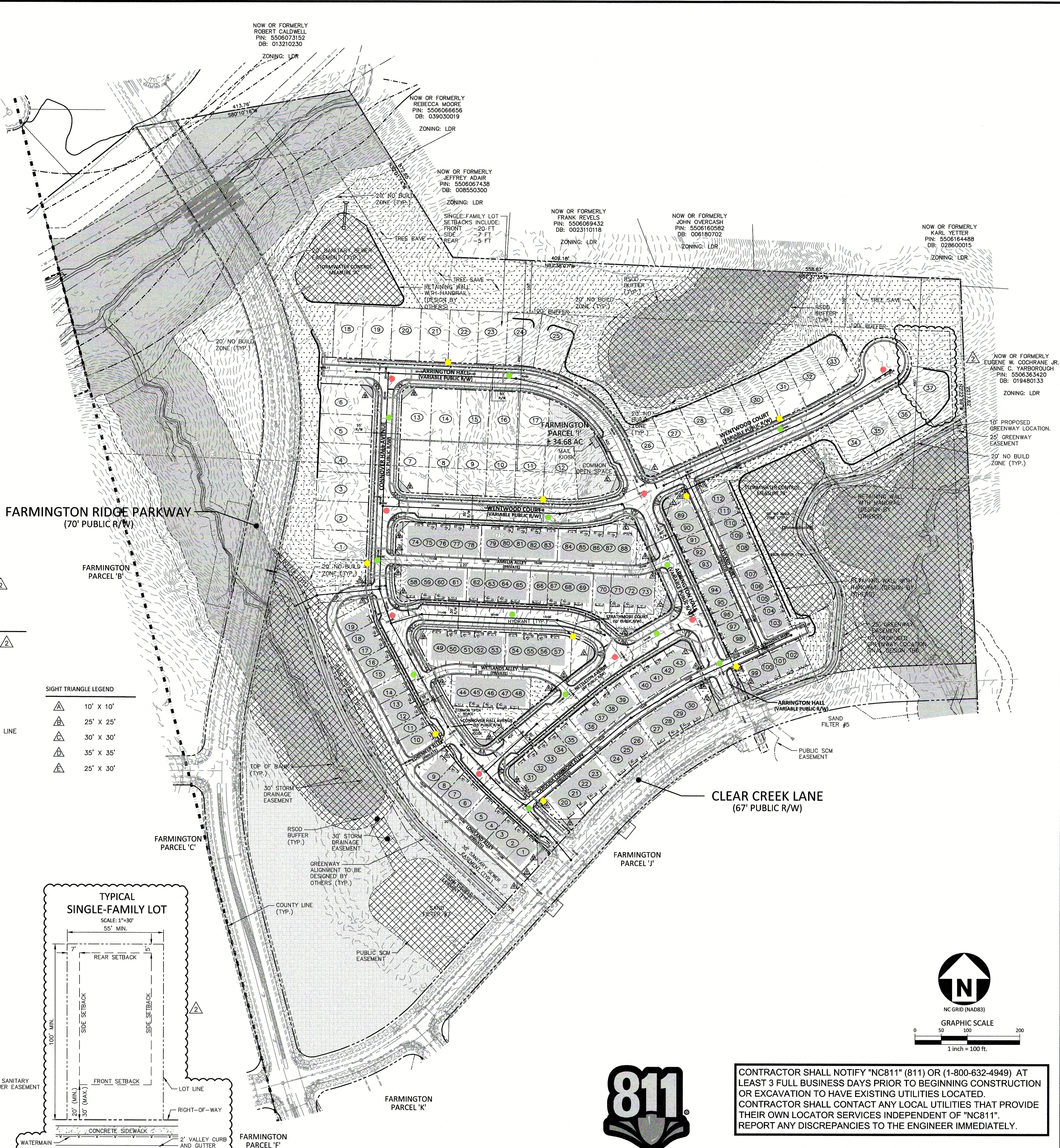


TYPICAL SINGLE-FAMILY LOT

SCALE: 1"=30'
55' MIN.



NOTE: MINIMUM 5' SEPARATION BETWEEN WATER AND SEWER LATERALS, TO BE SHOWN IN CONSTRUCTION DRAWINGS.

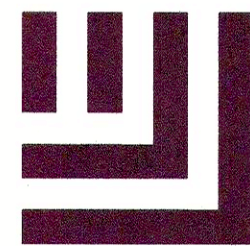


Know what's below.
Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

EXISTING UTILITIES AND UNDERGROUND STRUCTURES ARE BASED ON SURVEY WITH BEST AVAILABLE RECORD DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT CITY OF CHARLOTTE LAND DEVELOPMENT STANDARDS MANUAL.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McAdams

The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704.527.0800
fax 919.361.2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

Tri Pointe Homes
3436 Toringdon Way, Suite 210
Charlotte, North Carolina 28277



COMMONS AT FARMINGTON

PRELIMINARY SITE PLAN

NE CORNER OF THE INTERSECTION OF
OLIVIA CATHERINE WAY AND FARMINGTON
RIDGE PARKWAY
TOWN OF HARRISBURG, NC



REVISIONS

NO. DATE

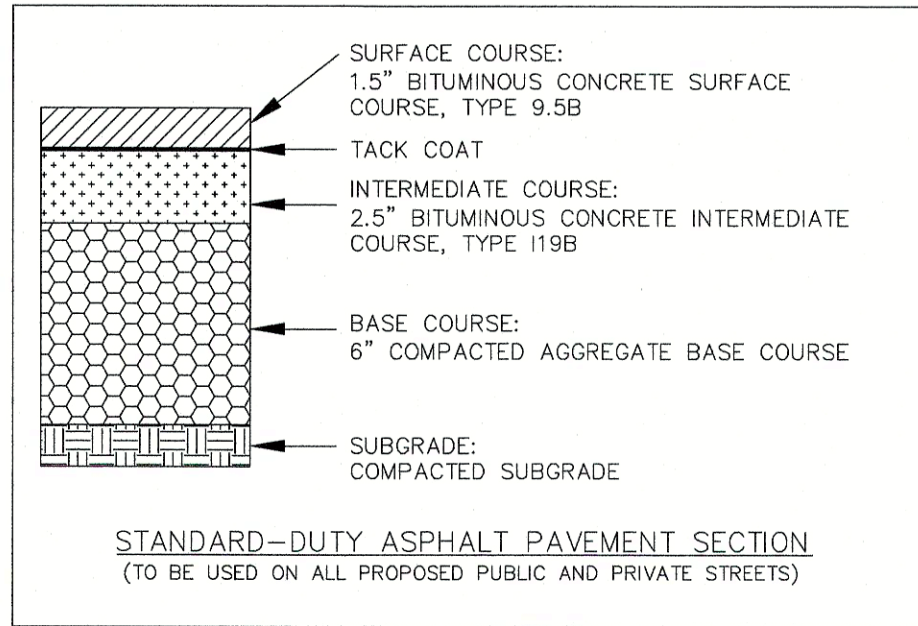
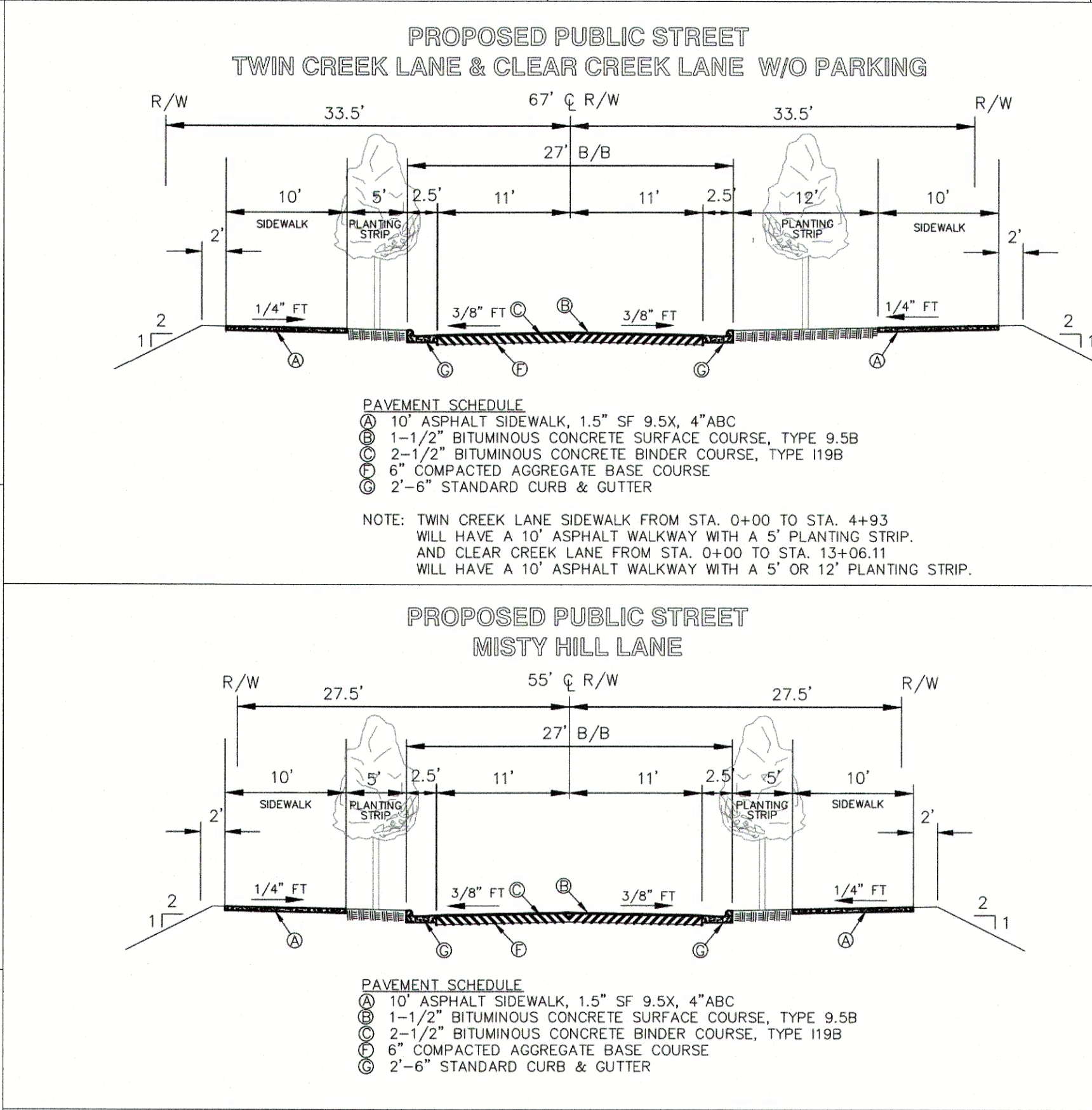
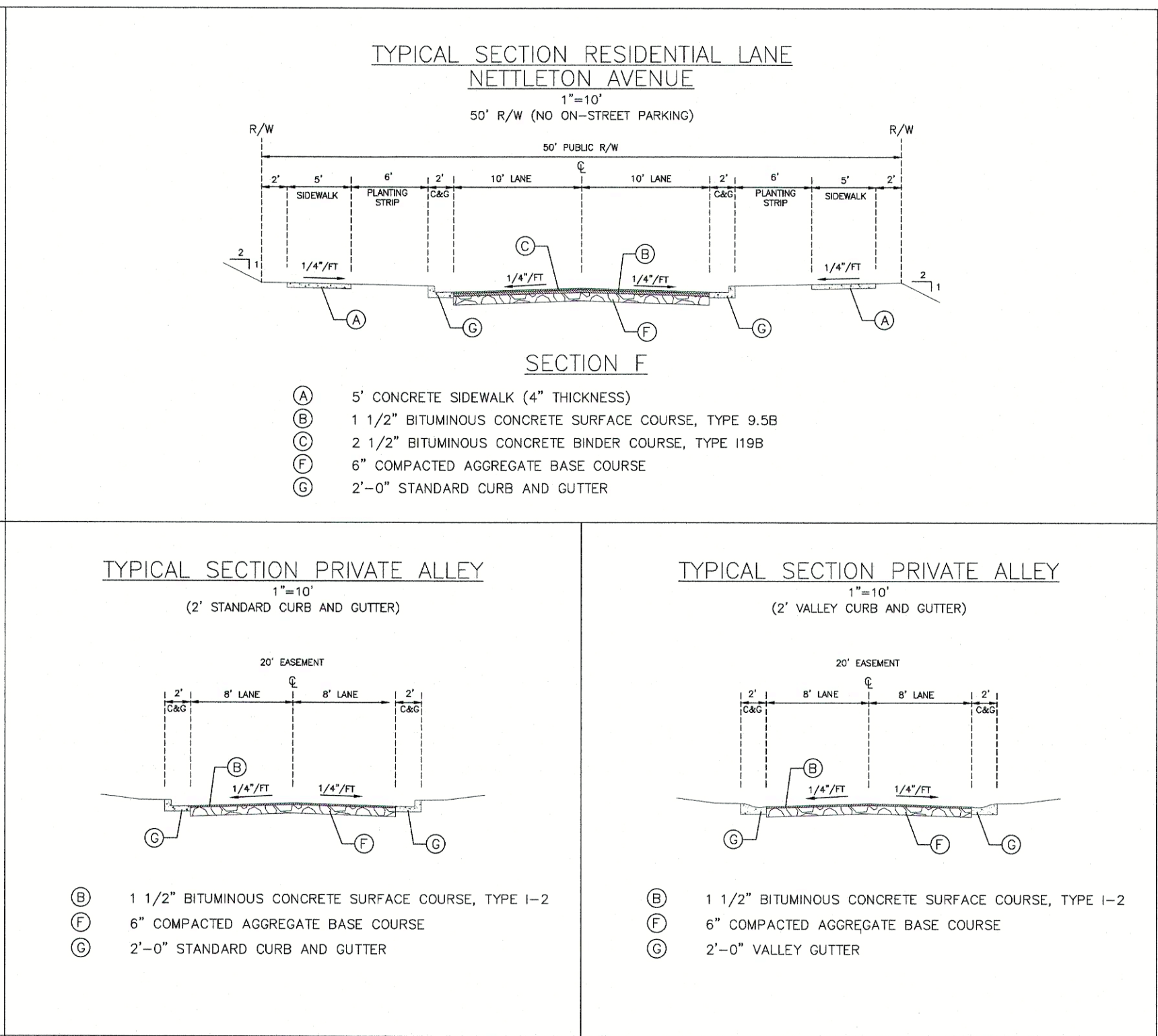
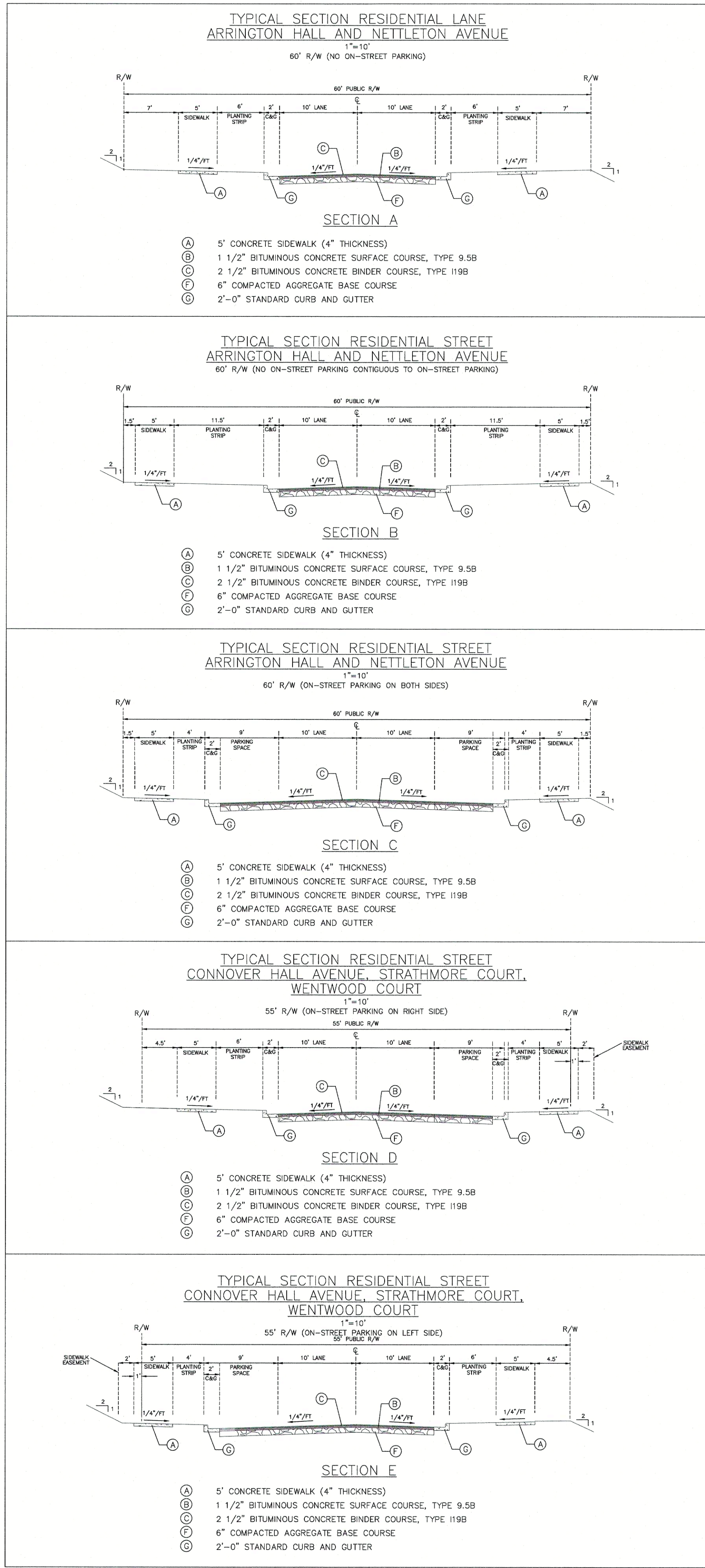
PLAN INFORMATION

PROJECT NO. TPH-19000
FILENAME TPH19000-F1
CHECKED BY RMR
DRAWN BY SAW
SCALE 1"=100'
DATE 07.19.2019
SHEET

PRELIMINARY PLAT

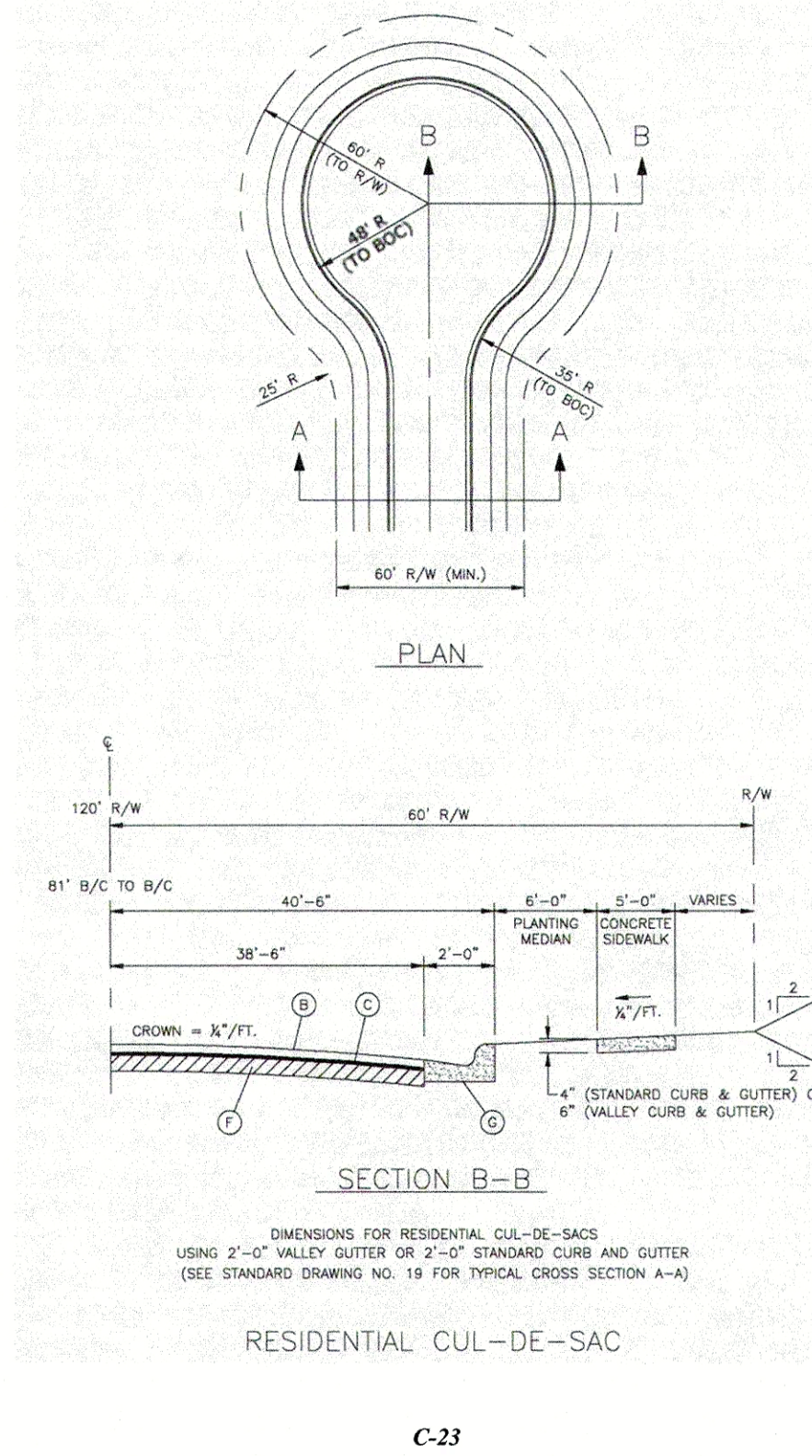
PL-1

V:\Projects\TPH\TPH19000\Current Drawings\TPH19000-F.dwg, 12/2/2015 12:45:1 PM, Woodard, Stuart



TOWN OF HARRISBURG UNIFIED DEVELOPMENT ORDINANCE Appendix C

Drawing No. 4:



Know what's below.
Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

EXISTING UTILITIES AND UNDERGROUND STRUCTURES ARE BASED ON SURVEY WITH BEST AVAILABLE RECORD DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT CITY OF CHARLOTTE LAND DEVELOPMENT STANDARDS MANUAL

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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COMMONS AT FARMINGTON
PRELIMINARY SITE PLAN
NE CORNER OF THE INTERSECTION OF
OLIVIA CATHERINE WAY AND FARMINGTON
RIDGE PARKWAY
TOWN OF HARRISBURG, NC



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TPH-19000
FILENAME TPH19000-F1
CHECKED BY RMR
DRAWN BY SAW
SCALE N/A
DATE 07.19.2019

SHEET

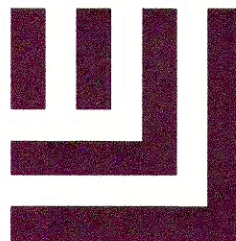
PRELIMINARY PLAT

PL-2

V:\Projects\TPH19000\Land\Construction Drawings - Town of Harrisburg\Current Drawings\TPH19000-F.dwg, 12/2/2019 12:15:18 PM, Woodard, Stuart

REZONE PER H2019-02--(R)

GENERAL PROVISIONS THESE DEVELOPMENT STANDARDS FORM A PART OF THE TECHNICAL DATA SHEET (TDS) ASSOCIATED WITH THE APPLICATION FOR AN AMENDMENT FOR CONDITIONAL PUD REZONING. THIS APPLICATION FILED BY ROCKY RIVER ROAD ASSOCIATES, LLC (DEVELOPER), IS TO ACCOMMODATE DEVELOPMENT OF THE +/- .10925 ACRE SITE (PART OF A +/- .186 ACRE OVERALL SITE) LOCATED AT THE NORTHEAST CORNER OF ROCKY RIVER ROAD AND I-485. DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE TDS, THESE DEVELOPMENT STANDARDS, AND THE APPLICABLE PROVISIONS OF THE HARRISBURG UNIFIED DEVELOPMENT ORDINANCE (UDO), UNLESS THE TDS OR THESE DEVELOPMENT STANDARDS SPECIFY DIFFERENTLY. THE PROJECT WILL, AT A MINIMUM, MEET THE REQUIREMENTS OF THE ORDINANCE AS THEY EXISTED ON THE DATE THE APPLICATION WAS FIRST SUBMITTED. THE TECHNICAL DATA SHEET AND DEVELOPMENT STANDARDS SUPERCEDE ANY ADDITIONAL GRAPHICS WITHIN THIS SUBMITTAL, (INCLUDING THE SCHEMATIC SITE PLAN FOUND ON RZ-5). THE DEVELOPMENT DEPICTED WITHIN THE SCHEMATIC SITE PLAN IS INTENDED TO REFLECT THE ARRANGEMENT OF PROPOSED USES ON THE SITE, BUT THE FINAL CONFIGURATION, PLACEMENT, AND SIZE OF INDIVIDUAL SITE ELEMENTS MAY BE ALTERED OR MODIFIED WITHIN THE LIMITS PRESCRIBED BY THE ORDINANCE AND THE STANDARDS ESTABLISHED BY THE SITE PLAN AND THESE DEVELOPMENT STANDARDS DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES. STREET LAYOUTS MAY BE MODIFIED TO ACCOMMODATE FINAL BUILDING AND LOT LOCATIONS. PRIOR TO BUILDING CONSTRUCTION, BUILDING ELEVATIONS AND SITE-SPECIFIC DEVELOPMENT PLANS WILL BE SUBMITTED FOR STAFF APPROVAL PRIOR TO ISSUANCE OF SITE AND BUILDING PERMITS. SITE PLANS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO DEVELOPMENT. ALL SINGLE FAMILY DETACHED PORTIONS OF THIS DEVELOPMENT SHALL BE DEVELOPED ACCORDING TO THE STANDARDS OF THE RC, RESIDENTIAL COMPACT DISTRICT. PROVISIONS FOR ATTACHED TOWNHOMES AS STATED WITHIN PUD REZONING AMENDMENT, (AS RC, RESIDENTIAL COMPACT) DIMENSIONAL AND DENSITY STANDARDS DO NOT APPLY TO ATTACHED TOWNHOMES). A CLASS 1 BUFFER SHALL BE MAINTAINED ALONG FUDA CREEK PER ARTICLE 4 OF THE UNIFIED DEVELOPMENT ORDINANCE. THE FINAL DESIGN FOR FARMINGTON RIDGE PARKWAY PER INCLUDED CROSS-SECTIONS. REFER TO SHEETS RZ-3 AND RZ-4. FOR EACH RESIDENTIAL NEIGHBORHOOD, NO MORE THAN 20% OF THE UNITS MAY BE RENTED AT ANY TIME. THIS PROVISION WILL BE INCLUDED IN EACH NEIGHBORHOOD ASSOCIATION COVENANTS AND CONDITIONS AS A DEED RESTRICTION. PERMITTED USES THE PROJECT MAY BE DEVOTED TO ANY USE ALLOWED BY RIGHT OR ANY USE ALLOWED BY RIGHT WITH SUPPLEMENTAL REGULATIONS IN THE PUD ZONING DISTRICT, AND TO ANY CONDITIONAL USE OR CONDITIONAL USE WITH SUPPLEMENTAL REGULATIONS ALLOWED IN THE PUD ZONING DISTRICT, EXCEPT FOR THOSE ELIMINATED IN THE TABLE ATTACHED TO THE APPLICATION. DIMENSIONAL AND DENSITY STANDARDS ALL BUILDINGS CONSTRUCTED WITHIN THE PROJECT SHALL, AT A MINIMUM, SATISFY THE FOLLOWING REQUIREMENTS AT THE TIME OF DEVELOPMENT: C-2 (GENERAL COMMERCIAL DISTRICT): IMPERVIOUS SURFACE RATIO - .08, MIN. PUBLIC STREET FRONTAGE - 30 FT., MIN. LOT WIDTH - 50 FT., MIN. LOT DEPTH - 100 FT., MAX. BUILDING HEIGHT 50 FT., (PRINCIPAL STRUCTURES) MIN. FRONT SETBACK - 10 FT. B-1 (NEIGHBORHOOD COMMERCIAL DISTRICT): IMPERVIOUS SURFACE RATIO - .065, MIN. PUBLIC STREET FRONTAGE - 30 FT., MIN. LOT WIDTH - 50 FT., MIN. LOT DEPTH - 100 FT., MAX. BUILDING HEIGHT 50 FT., (PRINCIPAL STRUCTURES) MIN. FRONT SETBACK - 10 FT., MIN. INTERIOR SIDEYARD SETBACK - 10 FT., MIN. REAR SETBACK - 20 FT., (ACCESSORY STRUCTURES) MIN. INTERIOR SIDEYARD SETBACK - 10 FT., MIN. REAR SETBACK - 10 FT. O-1 (OFFICE / INSTITUTIONAL): IMPERVIOUS SURFACE RATIO - .070, MAX. BUILDING HEIGHT 50 FT., MIN. FRONT SETBACK 10 FT. RC (RESIDENTIAL COMPACT) (APPLIES TO SINGLE FAMILY DETACHED): MIN. LOT SIZE - 5,000 SQ. FT., MAX. DENSITY (PER ACRE) - 15, IMPERVIOUS SURFACE RATIO - .05, MIN. PUBLIC STREET FRONTAGE - 15 FT., MIN. LOT WIDTH - 50 FT., MIN. LOT DEPTH - 100 FT., MAX. BUILDING HEIGHT - 35 FT., (PRINCIPAL STRUCTURES) MIN. FRONT SETBACK - 20 FT., MAX. FRONT SETBACK - 30 FT., MIN. INTERIOR SIDEYARD SETBACK - 7 FT., MIN. REAR SETBACK - 5 FT., (ACCESSORY STRUCTURES) MIN. INTERIOR SIDEYARD SETBACK - 5 FT., MIN. REAR SETBACK - 5 FT. *NOTE: RC (RESIDENTIAL COMPACT) DIMENSIONAL AND DENSITY INFORMATION / STANDARDS LISTED DIRECTLY ABOVE DO NOT APPLY TO ATTACHED TOWNHOMES. ATTACHED TOWNHOMES: MAXIMUM BUILDING HEIGHT - 45 FT., ALL TOWNHOMES TO BE REAR LOADED, DRIVEWAYS FOR ALLEY LOADED TOWNHOMES WILL BE MINIMUM OF 5 FT. DEEP. AREAS AREA 1 : COMMERCIAL - TO INCLUDE ZONING DISTRICTS: C-2 (GENERAL COMMERCIAL DISTRICT, B-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), AND O-1 (OFFICE / INSTITUTIONAL) AREA 2 : RESIDENTIAL (TOWNHOMES ATTACHED) - TO INCLUDE ZONING DISTRICT: RC (RESIDENTIAL COMPACT) AREA 3 : RESIDENTIAL (3A) SINGLE FAMILY DETACHED, (3B) TOWNHOMES ATTACHED - TO INCLUDE ZONING DISTRICT: RC (RESIDENTIAL COMPACT) (TOWNHOMES MINIMUM OF 400 FEET TO NORTHERN PROPERTY LINE, AS SHOWN ON SHEET RZ-1) ARCHITECTURAL STANDARDS ARCHITECTURAL REQUIREMENTS WILL BE MET ACCORDING TO APPENDIX E OF THE UNIFIED DEVELOPMENT ORDINANCE FOR COMMERCIAL DEVELOPMENT. LANDSCAPING, BUFFERING, AND SCREENING LANDSCAPING, BUFFERING, AND SCREENING REQUIREMENTS WILL BE MET ACCORDING TO ARTICLE 7 OF THE UNIFIED DEVELOPMENT ORDINANCE WITH THE FOLLOWING EXCEPTIONS: 1. BUILDING YARDS SHALL BE PROVIDED TO THE EXTENT FEASIBLE WHILE STILL ALLOWING FOR UNRESTRICTED PEDESTRIAN MOVEMENT AND ACCESSIBILITY TO PROPERTY STOREFRONT ACCESS. 2. BUILDING YARDS MAY BE SEPARATED FROM THE BUILDING BY THE WIDTH OF THE SIDEWALK. 3. MINIMUM 100' UNDISTURBED BUFFER ALONG NORTHERN PROPERTY LINE ABUTTING HUNTWICK NEIGHBORHOOD AS SHOWN ON TECHNICAL DATA SHEET.	LIGHTING ALL OUTDOOR LIGHTING STANDARDS WILL BE MET ACCORDING TO ARTICLE 7 OF THE UNIFIED DEVELOPMENT ORDINANCE. LIGHTING PLANS SHALL BE PREPARED BY A QUALIFIED LIGHTING DESIGNER. LIGHTING PLANS SHALL BE SUBMITTED TO THE TOWN STAFF FOR APPROVAL ALONG WITH DEVELOPMENT UTILITY PLANS AND BE IN ACCORDANCE WITH ACCEPTED TOWN ORDINANCES, POLICY AND REGULATIONS. SIGNAGE SIGNAGE STANDARDS WILL BE MET ACCORDING TO ARTICLE 12 OF THE UNIFIED DEVELOPMENT ORDINANCE. PARKING AND PRIVATE DRIVES OFF STREET PARKING WILL SATISFY THE MINIMUM STANDARDS ESTABLISHED IN ARTICLE 7 OF THE UNIFIED DEVELOPMENT ORDINANCE. PEDESTRIAN AND VEHICULAR ACCESS 1. DEVELOPER WILL CONSTRUCT SIDEWALKS IN ACCORDANCE WITH ARTICLE 11 AND APPENDIX C OF THE UNIFIED DEVELOPMENT ORDINANCE, UNLESS OTHERWISE SPECIFIED ON CROSS SECTIONS, IN WHICH CASE TEN (10) FOOT WIDE ASPHALT MULTI-USE PATHS WITH A MINIMUM FIVE (5) FOOT PLANTING STRIP WILL BE INSTALLED. 2. VEHICULAR ACCESS AS SHOWN ON THE TECHNICAL DATA SHEET IS ILLUSTRATIVE. SUBJECT TO MINOR MODIFICATIONS OR REMOVAL REQUIRED TO ACCOMMODATE THE FINAL SITE PLAN AND TO MEET REGULATIONS AND REQUIREMENTS OF NCDOT AND THE TOWN OF HARRISBURG. 3. OWNER SHALL DEDICATE AND CONSTRUCT FARMINGTON RIDGE PARKWAY (FORMERLY PLAZA ROAD EXTENSION) NORTH OF ROCKY RIVER ROAD TO THE SPECIFICATIONS AND ROADWAY IMPROVEMENT PLANS BY YARBROUGH-WILLIAMS & HOULE, INC., OR AS AMENDED AND APPROVED BY THE TOWN OF HARRISBURG ENGINEER. 4. ALL PROPOSED PRIVATE STREETS ARE INTERNAL WITH NO CONNECTION TO ADJACENT PROPERTIES AS ALLOWED IN PUD ZONING. 5. ALL ROADS WILL MEET HARRISBURG COMMERCIAL ROAD STANDARDS FOR PAVEMENT THICKNESS. 6. INTERSECTION ALIGNMENT WITH FARMINGTON RIDGE PARKWAY (FORMERLY PLAZA ROAD EXTENSION) AT ROCKY RIVER ROAD MUST BE VERIFIED BEFORE PLAT RECORDATION. 7. 10' X 70' SIGHT DISTANCE TRIANGLES MUST BE SHOWN AT BOTH STREET INTERSECTIONS WITH ROCKY RIVER ROAD. 8. NO FULL MOVEMENT OR DIRECTIONAL ACCESS WILL BE ALLOWED FROM FARMINGTON RIDGE PARKWAY TO PARCELS "R" & "S". 9. NO DRIVEWAY ACCESS WILL BE GRANTED FROM ROCKY RIVER ROAD TO PARCELS "Q", "R", AND "S". 10. PUD 1 TOWNHOMES - 291' AVERAGE BLOCK LENGTH, 1.75 LINKS AND NODES RATIO - 9 BLOCK FACES THAT FRONT A PUBLIC STREET: 200', 200', 330', 240', 240', 330', 460', 280', AND 340'. PUD 2 SINGLE-FAMILY AND TOWNHOMES - 311' AVERAGE BLOCK LENGTH, 1.5 LINKS AND NODES RATIO - 12 BLOCK FACES THAT FRONT A PUBLIC STREET: 180', 180', 490', 340', 450', 215', 215', 538', 160', 300', 532', AND 130'. PARKS AND OPEN SPACE 1. DESIGNATED OPEN SPACE IS PROVIDED PER THE UNIFIED DEVELOPMENT ORDINANCE. THESE AREAS SHALL BE GENERALLY AS SHOWN ON THE TECHNICAL DATA SHEET, BUT ARE SUBJECT TO MODIFICATIONS REQUIRED TO ACCOMMODATE THE FINAL SITE AND ARCHITECTURAL CONSTRUCTION PLANS AND DESIGNS, AS LONG AS THE MINIMUM ACREAGE REQUIRED IS SATISFIED. 2. GREENWAY ALIGNMENT AS ILLUSTRATED ON SHEET RZ-1 IS APPROXIMATE. FINAL ALIGNMENT IS SUBJECT TO CHANGE BASED ON SITE DESIGN AND ROAD NETWORK. GREENWAY MAY BE CONSTRUCTED ALONG WITH ANY ASSOCIATED GRADING WITHIN ANY DESIGNATED STREAM "NO BUILD ZONE" AND "RSD BUFFER". 3. PUBLIC OPEN SPACE DEDICATION REQUIREMENT WILL BE MET IN PART VIA GREENWAY EASEMENT DEDICATION AND CONSTRUCTION OF A TEN (10) FOOT WIDE ASPHALT TRAIL. STORMWATER MANAGEMENT 1. STORMWATER RUNOFF FROM THE PROJECT WILL BE MANAGED THROUGH PROVEN TECHNIQUES WHICH SATISFY THE STANDARDS IMPOSED BY THE TOWN OF HARRISBURG AND OUTLINED IN THE STORMWATER QUALITY ORDINANCE. 2. POTENTIAL BMP'S SHOWN ON SHEET RZ-1 MAY BE SUBJECT TO MODIFICATIONS AND RELOCATION REQUIRED TO ACCOMMODATE THE FINAL SITE PLAN. PROPOSED BMP'S WILL BE IN COMPLIANCE WITH STORMWATER STANDARDS SET FORTH BY THE TOWN OF HARRISBURG. STREAM, NO BUILD ZONE AND RSD BUFFER 1. NO (BUILDING) STRUCTURES WILL BE PLACED WITHIN THE "NO BUILD ZONE" NOR THE "RSD BUFFER". HOWEVER, SITE GRADING, (INCLUDING GRADING FOR STORMWATER CONTROL MEASURES), AS WELL AS PUBLIC AND PRIVATE STREETS, ALLEYS, PARKING AREAS, AND SIDEWALKS MAY ENCROACH INTO ANY DESIGNATED "NO BUILD ZONE" AS REVIEWED AND APPROVED BY THE TOWN OF HARRISBURG. UTILITIES 1. SEWER WILL BE SERVED FROM FUDA CREEK TRUNKLINE. 2. WATER WILL BE EXTENDED OFF OF ROCKY RIVER ROAD CONNECTION. 3. WATER AND SEWER UTILITY SERVICE WILL BE PROVIDED TO THE FARMINGTON DEVELOPMENT BY APPROPRIATE CONNECTION TO AND EXTENSION OF THE HARRISBURG UTILITY SYSTEM IN ACCORDANCE WITH THE HARRISBURG UTILITY EXTENSION POLICY. AMENDMENTS TO REZONING PLANS FUTURE AMENDMENTS TO THIS SITE PLAN AND THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE SITE IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE AS REVIEWED AND APPROVED BY THE TOWN OF HARRISBURG.
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McAdams

The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

Tri Pointe Homes
3436 Toringdon Way, Suite 210
Charlotte, North Carolina 28277



COMMONS AT FARMINGTON
PRELIMINARY SITE PLAN
NE CORNER OF THE INTERSECTION OF
OLIVIA CATHERINE WAY AND FARMINGTON
RIDGE PARKWAY
TOWN OF HARRISBURG, NC



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TPH-19000
FILENAME TPH19000-F1
CHECKED BY RMR
DRAWN BY SAW
SCALE 1"=60'
DATE 07.19.2019

SHEET

PRELIMINARY PLAT

PL-3



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Parks and Recreation Advisory Board appointments

Presenting Personnel:

Daniel Stines, Parks & Recreation Director

Suggested Motion or Action:

Motion to approve the appointments to the Parks and Recreation Advisory Board.

Description/Background:

The Parks and Recreation Advisory Board has four (4) appointments for the upcoming term. The Town received five applications for the four positions (three seeking reappointment). The Advisory Board and department staff have not offered recommendations for approval. Town Council should appoint four members to the vacant seats.

A summary of the applicants is provided below, with their applications attached.

- Jason Marshall: seeking re-appointment and has not exceeded term limits. Jason has been a valuable member to this board, and remains active in volunteering, mountain bike trail building and is a vital greenways and development plans reviewer as a professional engineer.
- Linda Thurman: seeking re-appointment and has not exceeded term limits. Linda is a valuable member to the board, she serves at nearly all the Towns events, is very knowledgeable of the department and Town and has a passion for parks.
- Carl Westine: seeking re-appointment and has not exceeded term limits. Carl is one of the boards newer members. Carl brings a unique skill set as an evaluator which will be useful in the coming year as this board performs an internal update to the Parks and Recreation Master Plan.
- Timothy Morris: Timothy is a new applicant, and has not previously served on the Advisory Board. Timothy has children in our program and is vested in the community.
- Brantlee Drake: Brantlee is a new applicant and has not previously served on the Advisory Board. Brantlee has a strong resume and background in Adult Education, Horticulture and is an active community volunteer.

Recommendation:

None

Fiscal Impact:

N/A

Attachments:

1. Application - Jason Marshall

2. Application - Linda Thurman
3. Application - Carl Westine
4. Application - Timothy Morris
5. Application - Brantlee Drake



TOWN OF HARRISBURG PARKS AND RECREATION

Application for Town of Harrisburg Parks and Recreation Advisory Board

Town of Harrisburg Parks and Recreation Advisory Board

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

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

Town of Harrisburg Parks and Recreation Mission

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APPLICANT INFORMATION

Name Jason Marshall Date 12/11/19
Address 7508 Chasewater Dr Apartment/Unit #
City Harrisburg State NC Zip 28075
Phone 704-575-2214 Cell Phone
Email Address ajmarshall@windstream.net

Are you a resident of Cabarrus County? YES ☒ NO ☐ If so, dates?
Are you a resident of Harrisburg? YES ☒ NO ☐ If so, dates?
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?

REFERENCES

Please list three references.

Name Jimmy Herrin Relationship Friend
Company Retired Phone (704) 451-4619
Address 4309 Britley Ln, Harrisburg NC 28075
Name Pete Marshall Relationship Father
Company Retired Phone (910) 818-3803
Address 103 Anshurs Point, Greenwood SC 29649
Name Marcus King Relationship Friend
Company Charlotte Water Phone (704) 280-2919
Address 5284 Stone Path Ct., Harrisburg, NC 28075

EMPLOYMENT

Company 1 Charlotte Wntor Phone (704) 336-1021
Address 5100 Brookshire Blvd. City / State Charlotte, NC 28216
Job Title Senior Engineering Project Manager
Responsibilities Design and construction projects
Dates From 12/18 To Present

Company 2 GHD Inc. Phone ()
Address 222 S. Church St. City / State Charlotte, NC
Job Title Engineer
Responsibilities Design and construction of public utilities.
Dates 5/2015 From To 12/2018

Company 3 M. Kim & Creed Phone ()
Address Tower Point Dr. City / State Charlotte, NC
Job Title Engineer
Responsibilities Design and construction of public utilities.
Dates 1/2000 From To 5/2015

EDUCATION

School UNC Charlotte From 1997 To 2000
Degree B.S. in Civil Engineering Tech Major Engineering
Additional Information

MILITARY SERVICE

Branch From To
Rank at Discharge Type of Discharge

If other than honorable, explain

ADDITIONAL COMMENTS

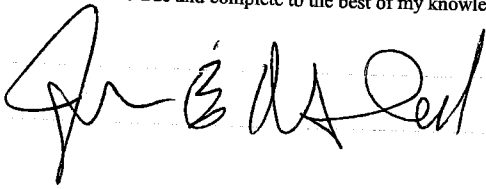
Based on what you know about the Town of Harrisburg Parks and Recreation Advisory Board, what skills and abilities can you provide that will make the Town of Harrisburg Parks and Recreation Advisory Board able serve the community better?
(Please write your answer to this question on a separate sheet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

I'm currently serving on the board and would like to continue serving the Harrisburg community for another term. I'm actively involved with HYA, trail projects, and community events. I will continue to utilize my engineering background to provide input and guidance on issues presented to the board.

DISCLAIMER AND SIGNATURE

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

Signature



Date

12/11/19



TOWN OF HARRISBURG PARKS AND RECREATION

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APPLICANT INFORMATION

Name Linda A. Thurman Date 12-13-19
Address 9033 Kensington Forest Dr Apartment/Unit #
City Harrisburg State NC Zip 28075
Phone 704-607-5996 Cell Phone 704-607-5996
Email Address annlinda13@gmail.com

Are you a resident of Cabarrus County? YES ☒ NO ☐ If so, dates?
Are you a resident of Harrisburg? YES ☒ NO ☐ If so, dates?
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?

REFERENCES

Please list three references.

Name Magan Beehtel Relationship Friend
Company Na Phone (704) 724-5945
Address 6493 River Hills, Harrisburg, NC 28075
Name Marianne Baker Relationship Friend
Company N/A Phone (704) 202-9596
Address 196 Stonewall Circle, Concord, NC 28075
Name Quero DeSouza Relationship former board member & friend
Company N/A Phone (704) 460-3439
Address 4401 Britley Lane, Harrisburg 28075
*Still has his wife @ this address however he has relocated to SC.

EMPLOYMENT

Company 1 **UNC Charlotte** Phone **704 687-1990**
Address **9201 University City Blvd.** City / State **Charlotte, NC**
Job Title **Director- Student Prof. Dev. & Employer Relations**
Responsibilities **College of Engineering - advising, assessment, programming**
Dates From **3/2004** To **Present**

Company 2 **UNC Charlotte** Phone **(704) 687-0795**
Address **Same** City / State **Same**
Job Title **Assistant Director**
Responsibilities **Career Center - advising**
Dates From **11/1999** To **3/2004**

Company 3 Phone ()
Address City / State
Job Title
Responsibilities
Dates From To

EDUCATION

School **Roosevelt University** From **1993** To **1995**
Degree **Masters** Major **Psychology**
Additional Information **B.S., Western Illinois University - 1993**

MILITARY SERVICE

Branch **n/a** From To
Rank at Discharge Type of Discharge
If other than honorable, explain

ADDITIONAL COMMENTS

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

DISCLAIMER AND SIGNATURE

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

Signature

Linda A. Churman

Date

12-13-19



TOWN OF HARRISBURG PARKS AND RECREATION

Application for Town of Harrisburg Parks and Recreation Advisory Board

Town of Harrisburg Parks and Recreation Advisory Board

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APPLICANT INFORMATION

Name	Carl Westine	Date	12/13/2019
Address	8381 Breton Way	Apartment/Unit #	
City	Harrisburg	State	NC
Phone	(503)949-8316	Zip	28075
Cell Phone	(503)949-8316		
Email Address	carlandstephwestine@gmail.com		
Are you a resident of Cabarrus County? YES ☒ NO ☐ If so, dates? July 2017 to present.			
Are you a resident of Harrisburg? YES ☒ NO ☐ If so, dates? July 2017 to present.			
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?			

REFERENCES

Please list three references.

Name	Dr. Mark D'Amico	Relationship	Supervisor
Company	University of North Carolina at Charlotte	Phone	(704) 687-8854
Address 9201 University City Blvd, Cato College of Education, Charlotte, NC 28223			
Name	Dr. Florence Martin	Relationship	Work Colleague
Company	University of North Carolina at Charlotte	Phone	(704) 687-8869
Address 9201 University City Blvd, Cato College of Education, Charlotte, NC 28223			
Name	Erik Anderson	Relationship	Friend
Company	University of North Carolina at Charlotte	Phone	(704) 687-1070
Address 9201 University City Blvd, Cato College of Education, Charlotte, NC 28223			

EMPLOYMENT

Company 1	University of North Carolina at Charlotte	Phone	(704) 687-8622
Address	9201 University City Blvd	City / State	Charlotte, NC
Job Title	Assistant Professor of Educational Research		
Responsibilities	Teach graduate courses in program evaluation and research methods. Conduct research in the area of evaluation and education.		
Dates	From August 2017 To Present		
Company 2	University of West Georgia	Phone	(678) 839-5000
Address	1601 Maple Ave	City / State	Carrollton, GA
Job Title	Assistant Professor of Educational Research		
Responsibilities	Teach graduate courses in program evaluation and research methods. Conduct research in the area of evaluation and education.		
Dates	From August 2014 To July 2017		
Company 3	Western Michigan University	Phone	(269) 387-1000
Address	1903 West Michigan Avenue	City / State	Kalamazoo, MI
Job Title	Graduate Research Assistant		
Responsibilities	Conduct research in the area of evaluation and education.		
Dates	From January 2009 To July 2014		

EDUCATION

School	Western Michigan University	From January 2009 To May 2014
Degree	Doctor of Philosophy	Major Interdisciplinary Evaluation
Additional Information	MS, Statistics, WMU; MS, Economics, Carnegie Mellon University; BS, Mathematics and BS, Economics, Bradley University	

MILITARY SERVICE

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

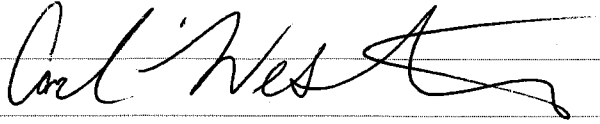
ADDITIONAL COMMENTS

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

DISCLAIMER AND SIGNATURE

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

Signature

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

Date 12/13/2019

I am pleased to submit my reapplication to continue to serve on the Harrisburg Parks and Recreation Advisory Board. My family (Wife – Stephanie, Kids – Ophelia [9], Hazel [7], and Henrik [5]) and I have loved living in Harrisburg these past two years. We moved to Harrisburg in July 2017 so I could start a new job at the University of North Carolina at Charlotte. Living in Harrisburg has been a great decision! Being involved with the local community, including Parks and Recreation, has really helped us to see Harrisburg as our home.

We were attracted to Harrisburg because of its potential for growth and the opportunities available to get involved within the community. Upon our arrival, we enrolled the kids in soccer, I started coaching, and I joined the Parks and Recreation Advisory Board. As a result, we have immediately connected with the community. This connection and fuels me to continue to serve on the Advisory Board.

I continue to believe that as Harrisburg grows, efforts to connect every resident to existing and new parks will enhance their value, increase safety, and generate broad support for Harrisburg Parks and Recreation. However, as I have noted in my service, realizing these social benefits requires a careful balance of investments that are equitable to all residents. The redevelopment of Harrisburg Park and the construction of Veterans Park and the Greenway are excellent examples of increasing public access to the parks. These capital investments will generate revenue growth as well as produce significant operational savings. It will be important to utilize these additional resources to champion the park efforts strategically to ensure they reflect favorably upon Harrisburg Parks and Recreation for a long time. I look forward to being a part of this decision-making process.

As I noted in my initial application, my background and training are in program evaluation. Thus, strategic use of data is one skill I offer as an advisory board member. I presently teach program evaluation and research methods courses at UNC Charlotte in the Cato College of Education. I approach program evaluation from the perspective that it can help provide continuous improvement, and is a necessary ongoing development process for any organization. In my time on the advisory board, I have utilized my evaluative lens to carefully consider various development proposals and operational plans and hope to inform decision-making more intentionally through evaluation efforts to understand the impact of our decisions involving parks and youth sports. Parks and Recreation collects a lot of data, and I would like to help make good use of that data to support the efforts of the staff.

As an advisory board member, I bring the perspective of being a reasonably new community member, committed volunteer and coach, and consumer of the Parks and Recreation. This perspective allows me to focus on the future of the Harrisburg Parks and Recreation, while simultaneously being committed to its established excellence. With a collective focus on celebrating the benefits of Parks and Recreation, we can work to increase community support for the many programs it has to offer.

Thank you for considering my application, and I look forward to your decision on the renewal of my service.



TOWN OF HARRISBURG PARKS AND RECREATION

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APPLICANT INFORMATION					
Name	Timothy Shane Morris		Date	12/27/19	
Address	4152 Abernathy Pl.		Apartment/Unit #		
City	Harrisburg	State	NC	Zip	28075
Phone	704-773-7634		Cell Phone	704-773-7634	
Email Address	tmorris4@carolina.rr.com				
Are you a resident of Cabarrus County? YES ☒ NO ☐ If so, dates?					
Are you a resident of Harrisburg? YES ☒ NO ☐ If so, dates?					
Have you ever been convicted of a felony? YES ☐ NO ☒ If yes, explain?					

REFERENCES			
Please list three references.			
Name	Steve Sciascia	Relationship	Friend
Company	Mayor - Harrisburg	Phone	(704) 236-5719
Address	8820 Thatcher Pl. Harrisburg NC 28075		
Name	Tammy Bratt	Relationship	Friend
Company		Phone	(203) 606-2821
Address	8956 Kensington Forest Dr. Harrisburg NC 28075		
Name	John Booth	Relationship	Friend
Company		Phone	(919) 201-2539
Address	4317 Abernathy Pl. Harrisburg NC 28075		

EMPLOYMENT

Company 1	Electric Motor + Contracting	Phone	(757) 487-2121
Address	3703 Cook Blvd.	City / State	Chesapeake VA
Job Title	Account Manager		
Responsibilities	Nuclear Sales - South - Responsible for \$11 Million Annually.		
Dates	From 2012	To	Present
Company 2	Siemens	Phone	(704) 551-5100
Address	5101 Westinghouse Blvd.	City / State	Charlotte NC
Job Title	Project Manager		
Responsibilities	Managed refurbishment projects for customer equipment.		
Dates	From 2006	To	2012
Company 3	Flowserve	Phone	(704) 399-0446
Address	2801 Hutchison McDonald Rd.	City / State	Charlotte NC
Job Title	Project Manager		
Responsibilities	Managed refurbishment projects for customer equipment		
Dates	From 2003	To	2006

EDUCATION

School	University of South Carolina	From	Fall 90	To	Fall 95
Degree	Mechanical Engineering	Major	BS Mechanical Engineering		
Additional Information					

MILITARY SERVICE

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

ADDITIONAL COMMENTS

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

DISCLAIMER AND SIGNATURE

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

Signature

Timothy S. Morris

Date

12/27/19

December 27, 2019

Town of Harrisburg
Parks and Recreation

Application for Town of Harrisburg Parks and Recreation Advisory Board

Dear Parks and Recreation Board,

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

My background includes working side by side with coworkers and customers to support implementation of programs, processes and supporting our customer's needs. My current position as an Account Manager places me in direct contact with the customer, performing negotiations on contracts and performing contract reviews to ensure financial and liability verbiage is correct/beneficial for both parties.

The following achievements demonstrate my qualification for this position:

- Working collaboratively with a dynamic group of peers as well as with program and facility managers to realize top-notch operational performance.
- Successful management of projects to ensure time and cost are maintained and not exceeded.
- Citizen of Harrisburg since June 2000, participating in the Parks and Recreation program with my children since 2005 (two boys – soccer/basketball/flag football/Pop Warner Football), volunteered as Assistant Coach for both children in all programs.

My proven dedication to assisting in supporting outstanding recreation programs, along with my exceptional interpersonal and organizational talents, will contribute immensely to the success of the Harrisburg Parks and Recreation program. Thank you for your consideration, and I look forward to speaking with you soon.

Sincerely,
Timothy (Tim) S. Morris

Thursday, January 2, 2020

Harrisburg Parks & Recreation Advisory Board
Advisory Board Application for Brantlee Drake

Thank you for taking time to review my application. I am looking for an opportunity to use my education, skills and passion for civic engagement in ways which will have a positive impact on our growing community.

Having lived in Harrisburg for fifteen years, I have experienced the tremendous growth of our town and believe our public spaces and programs will continue to play a key role in connecting the diverse members of our community. Being a member of the Parks & Recreation Advisory Board will clearly provide a rewarding experience and I feel several components of my personal and professional life would benefit the committee and ultimately individuals in our community.

Beneficial experience includes:

- Associates Degree in Ornamental Horticulture
- Bachelor's Degree in Secondary Education – Agricultural Education
- Taught at Central Cabarrus High School and served as an FFA Advisor
- Taught Horticulture classes at CPCC and advised the Horticulture Club
- Master's Degree in Adult Education
- Worked as a Student Life Coordinator at CPCC where I planned campus engagement activities.
- Experience working in healthcare.
- Member of the Harrisburg Community Garden Management team.
- More about me: www.linkedin.com/in/brantleedrake/

I also feel my technology, planning and communication skills would allow me to collaborate effectively with members of the Advisory Board and Town Council while establishing policies and recommendations for the Parks and Recreation Department.

Thank you again for reviewing my application and I look forward to discussing the contributions I could make if selected to join the team.

Sincerely,



Brantlee Drake

8045 Frances Haven Drive
Harrisburg, NC 28075
brantlee.drake@yahoo.com
(704) 604-8809



TOWN OF HARRISBURG PARKS AND RECREATION

Application for Town of Harrisburg Parks and Recreation Advisory Board

Town of Harrisburg Parks and Recreation Advisory Board

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

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

Town of Harrisburg Parks and Recreation Mission

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

APPLICANT INFORMATION					
Name	Brantlee Drake		Date	1/2/2020	
Address	8045 Frances Haven Drive		Apartment/Unit #		
City	Harrisburg	State	NC	Zip	28075
Phone	(704) 604-8809		Cell Phone		
Email Address	brantlee.drake@yahoo.com				
Are you a resident of Cabarrus County?					
YES ☒		NO ☐		If so, dates?	2004 - present (1 year in NY)
Are you a resident of Harrisburg?					
YES ☒		NO ☐		If so, dates?	"
Have you ever been convicted of a felony?					
YES ☐		NO ☒		If yes, explain?	

REFERENCES	
Please list three references.	
Name	Scarlett Hollingsworth
Relationship	Former colleague
Company	Novant Health/ACI
Phone	(704) 560-4258
Address	2013 Triple Crown Drive, Indian Trail, NC
Name	Steven Osler
Relationship	Colleague
Company	Novant Health/MSHS
Phone	(704) 965-8519
Address	8058 Long Meadow Pointe, Eden Prairie, MN
Name	Jennifer Ballance
Relationship	Former colleague
Company	Novant Health
Phone	(704) 425-2145
Address	1480 Ben Black Road, Midland, NC 28107

EMPLOYMENT

Company 1	Mount Sinai Health Sys.	Phone	(646) 605-8409
Address	150 East 42nd Street	City / State	New York, NY
Job Title	Associate Director - Training (remote)		
Responsibilities	Train clinicians to use Electronic Medical Record (EMR).		
Dates	From 2014	To	present
Company 2	Novant Health Sys.	Phone	(704) 384-4832
Address	108 Providence Road	City / State	Charlotte, NC
Job Title	Training Manager		
Responsibilities	Trained registration/billing staff to use EMR.		
Dates	From 2011	To	2014
Company 3	CPCC	Phone	(704) 336-2722
Address	1201 Elizabeth Avenue	City / State	Charlotte, NC
Job Title	Instructor / Coordinator		
Responsibilities	Taught courses and managed First Year Experience office.		
Dates	From 2001	To	2011

EDUCATION

School	Appalachian State University	From	2005	To	2009
Degree	Masters	Major	Education		
Additional Information					

MILITARY SERVICE

Branch	n/a	From		To	
Rank at Discharge		Type of Discharge			
If other than honorable, explain					

ADDITIONAL COMMENTS

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

Please see attachment.

DISCLAIMER AND SIGNATURE

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

Signature

Branche Drake

Date

1/2/2020



TOWN OF HARRISBURG

Agenda Item Details

Title:

To consider approval of contract for the preliminary engineering of the Caldwell Road Extension Capital Improvement Project and the related reimbursement resolution

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the contract to RK&K Engineering in the amount of \$59,040.74 for the preliminary engineering services of the Caldwell Road Extension Capital Improvement Project, authorizing Town staff and the Town Attorney to finalize the terms of the contract and to approve the related reimbursement resolution.

Description/Background:

The Town of Harrisburg recognized the subarea of Harrisburg referred to as "Morehead West", which is situated between Morehead Road and the western boundary of Cabarrus County, as an area for potential economic development. The Morehead West Area Plan completed by Nealon Planning in 2017 provides a plan to develop the area according to the vision of the Town of Harrisburg, helping the Town achieve a more balanced tax base, meeting the needs and expectations of existing and future residents in terms of living, shopping, dining, entertainment and employment options. This will also provide the opportunity to make a statement about Harrisburg at its doorstep, establishing a distinct identity for the Town and creating an inviting place through the design and configuration of the development.

The Town of Harrisburg will provide the main infrastructure road through the development to promote economic growth through the area and provide another connection to Concord from Hwy 49. RK&K will perform a preliminary engineering study to determine the feasibility of proposed alignments, provide a preliminary cost estimate, and section the proposed alignment into manageable phases.

Selection was made through a Request for Qualification (RFQ) process, which resulted in the evaluation of numerous qualification proposals. RK&K was determined to be a qualified bidder and Town staff subsequently negotiated the fee that has been proposed with this agenda item.

Recommendation:

Staff recommends approval of the attached contract with RK&K Engineering to perform the preliminary engineering study of the Caldwell Road Extension and to approve the related reimbursement resolution.

Fiscal Impact:

The fiscal impact to the Town is \$59,040.74. This project is included in the 2017 Transportation Bonds project list and has an available professional services budget of \$255,000.

A reimbursement resolution is included for consideration to allow any funds spent before the issuance of the

transportation bonds to be reimbursed by the financing.

Attachments:

1. Draft - 19331 Task 01 Agreement 2019-12-12
2. Declaration of Intent to Reimburse - Caldwell Road Extension 01132020

**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the
Town of Harrisburg _____ (“Client”) and
Rummel, Klepper & Kahl, LLP _____ (“Engineer”).

Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Caldwell Road Extension – Task 1 _____ (“Project”).

Engineer's services under this Agreement are generally identified as follows:
Professional Engineering Services _____

Client and Engineer further agree as follows:

SERVICES OF ENGINEER

1.01 Scope

Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

1.02 Payments

Client shall pay Engineer on a Cost Plus Fixed Fee basis as set forth in Exhibit B.

1.03 General Terms and Conditions

The attached Standard Terms and Conditions; Exhibit C – STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING ENGINEERING AND SURVEYING SERVICES BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT are incorporated by reference into and are part of this Proposal. If Client directs RK&K to proceed without signing this Proposal, both the Proposal and the Terms and Conditions are deemed accepted as soon as RK&K commences work at the direction of Client.

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

Client: Town of Harrisburg

Engineer: Rummel, Klepper & Kahl, LLP

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT A

SCOPE OF WORK

TASK 01

Caldwell Road Extension Project
Town of Harrisburg

Prepared For:



Town of Harrisburg
4100 Main St., Suite 101
PO Box 100
Harrisburg, NC 28075

Prepared By:



RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, NC 28262

December 12, 2019

RK&K Project No. 19931

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EXHIBIT A – SCOPE OF WORK**TASK 01 – FEASIBILITY STUDY PHASE****Introduction**

The Caldwell Road Extension Project will extend Caldwell Road North from its existing intersection with NC Highway 49 toward Highway 29. As noted in the Town of Harrisburg's (Town) RFQ, the overall project will include design of roadway, alignment, survey and right-of-way plans. The design will also incorporate items including, but not limited to, design of sidewalk, permitting, environmental permitting, and intersection improvements.

Task 01 of this agreement will include the preparation of a Feasibility Study as detailed in the tasks below. *Project tasks related to future phases of project development and design, such as surveys, development of right-of-way plans, permitting, and environmental permitting will be included in future task orders.*

Task 01.01 – Project Initiation / Administration

Upon Notice to Proceed, RK&K will schedule a kick-off meeting with the Town. RK&K will develop a schedule for this Feasibility Study Phase of the project with input from the Town. The schedule will include major milestones in data collection, alternatives development and design alignment layout, and all meetings.

RK&K anticipates two (2) status/review meetings with the Town. Meetings associated with a specific design task have been included separately under that task. An agenda will be distributed to the attendees prior to any meeting, and minutes will be prepared and disseminated in draft form for comment within 10 business days following any meeting.

This task also includes all routine project management and administration activities, including progress reports, project letters/correspondence, and general coordination.

Task 01.02 – Data Collection

RK&K will perform background research and assemble data as noted below. This data will serve as the base for the Feasibility Study deliverable.

- a. Survey Data – LIDAR (QL2) data available through the North Carolina Spatial Data Download (under the NC Floodplain Mapping Program) will be utilized for this study. This data has an accuracy level of up to 3" (as noted on sdd.nc.gov). No field survey is anticipated under this Task.
- b. Traffic/Signal Data – Research historic traffic volume data from NCDOT online ADT maps. Obtain existing signal plans from the NCDOT Traffic Signals Inventory. Coordinate with the Town for any additional available traffic data or site plan reviews.
- c. GIS Data – Obtain available GIS data including, but not limited to: digital aerial photography, parcel lines (and owner) data, historic places (known National Register and State Study List), streams, Natural Heritage Program (Threatened and/or Endangered Species), wetland (such as National Wetland Inventory), Hazardous Waste Sites, and any other readily available and pertinent GIS databases.
- d. Utility Data – Contact owners of the gas transmission main and transmission power lines in the study area to identify terms of existing easements and potential plans for utility improvements.

- e. Land Use Data – Compile information on zoning, future land use, and development plans for the study area based on the Town of Harrisburg Land Use Plan (HALUP). Gather information on potential land use suitability for residential, commercial, and industrial development using the Morehead West Small Area Plan.
- f. Site Visit – RK&K will visit the accessible portions of the project for a basic visual assessment of site features and constraints.

Task 01.03 – Stakeholder Coordination

Task Removed

Task 01.04 – Traffic Review and Crash Analysis

RK&K will review available data such as historic AADT traffic volumes, existing traffic signal plans, and data provided by the Town to inform the configurations and lane geometry of the proposed intersections with NC 49 and US 29.

Detailed traffic forecasting and analysis will not be a part of the traffic review for this Task.

Task 01.05 – Preliminary Environmental Analysis

RK&K will conduct preliminary environmental analysis to identify potential issues, concerns, and opportunities. This information will be used to inform the screening of alternatives during the Feasibility Study as well as future phases should the project move into project development, environmental review, permitting, and construction. Information gathered during the Feasibility Study will be based on existing plans, online databases, and GIS-level information. **No fieldwork is anticipated during the Feasibility Study Phase.**

Study Area Map

RK&K will identify a study area for the purposes of gathering existing conditions information during the Feasibility Study. The study area will encompass the two alternative corridors identified in the Morehead West Small Area Plan.

RK&K will develop a study area/environmental features map, USGS Quad/Topo Map, and Vicinity Map to use for the Feasibility Study.

Purpose Statement & Screening Criteria

RK&K will build upon the needs identified in the Morehead West Small Area Plan and Comprehensive Transportation Plan, as well as findings in the No-Build Traffic Forecast, to develop a Purpose Statement and goals to guide the Feasibility Study. RK&K will also develop screening criteria to be used in evaluating alternatives in the Feasibility Study.

Sites/Property Assessment

RK&K will review Cabarrus and Mecklenburg counties tax map data, if available, and list government-owned properties (federal, state or local) within the project area that may indicate the potential for land protection, including but not limited to, property involving Section 6(f) of the Land and Water Conservation Fund Act.

RK&K will identify the potential for the study area to include resources protected under Section 4(f) DOT Act. This research will include identification (by address and/or Parcel Identification Number (PIN) of existing parks and recreational areas (including existing greenways) of

national, state, or local significance that are both publicly owned and open to the public; sites listed on the National Register of Historic Places; sites currently identified on <http://gis.ncdcr.gov/hpoweb/>; and structures listed in the Cabarrus or Mecklenburg County tax maps, if available, as being over 50 years of age.

Natural Resources Screening

RK&K will document Threatened and Endangered species that are listed for Cabarrus and Mecklenburg counties using the US Fish and Wildlife Service (USFWS) database. This will include preliminary evaluation of applicability of the conditions of the Bald and Golden Eagle Protection Act (BGPA). RK&K will use a predictive model to estimate locations of potential jurisdictional streams and wetlands using GIS-based data.

In addition, RK&K will identify floodplains based on available FEMA mapping and document potential floodplain impacts and considerations.

Permitting Framework

RK&K will evaluate potential impacts to streams and wetlands following data gathering. Field investigations to determine the presence and location of jurisdictional streams and wetlands will not be included in this Task. The potential for presence of streams and wetlands will be identified from publicly available GIS data. This assessment is preliminary and is being conducted to support the Feasibility Study's identification of potential risks and opportunities. RK&K will also identify potential permitting strategies for consideration by the Town.

This task does not include coordination with the North Carolina Department of Environmental Quality – Division of Water Resources and the United States Army Corps of Engineers (USACE). Any coordination with these agencies will be included in future tasks.

Indirect and Cumulative Effects Screening

RK&K will screen for potential indirect and cumulative effects of the proposed project combined with other known public and private development actions according to the following factors, and briefly summarize issues in the Feasibility Study: travel time savings, new roadway network connections, new or expanded access to properties, change in travel patterns, and creation of an activity center (concentrated, moderate to high intensity land development or redevelopment).

Utilities

RK&K will assess utilities as detailed under Task 01.08.

Prior Outreach Efforts

RK&K will summarize prior public involvement efforts conducted as part of the Morehead West Small Area Plan

Preliminary Impact Assessment

Based on data collection efforts, RK&K will conduct a preliminary impact assessment and document results in tabular format based on the following criteria:

- Estimated linear feet of stream impacts (quantitative)
- Estimated acreage of wetland impacts (quantitative)
- Estimated acreage of floodplain impacts (quantitative)
- Number of known hazardous material sites (quantitative)
- Number of known cultural resources (quantitative)

- Number of known Section 4(f) sites (quantitative)
- Number of potentially affected government properties, including Section 6(f) sites (quantitative)
- Presence of major utilities (quantitative)
- Estimated number of residential and commercial structure displacements (quantitative)
- Estimated acreage of right of way acquisition required for the project (quantitative)
- Potential for the project to cause disproportionately high and adverse impacts relative to low-income and/or minority populations (qualitative)
- Compliance with the Morehead West Small Area Plan (qualitative)

Exclusions:

This scope of work for this task does not include:

- Fieldwork
- Public involvement
- Purpose and Need Report
- Community Characteristics Report
- Indirect and Cumulative Effects Assessment
- Land Use Scenario Assessment
- Environmental documentation in compliance with SEPA or NEPA
- Historic architectural or archaeological surveys, photographs or inventory of study area structures
- National Register eligibility, consultation, or other work associated with Section 106 National Historic Preservation Act compliance
- Cultural Resources Report
- Section 4(f) evaluation or other related task associated with potential use/impact to Section 4(f) resources.
- Section 6(f) conversions or other related task associated with potential use/impact to Section 6(f) resources.
- Site interviews or site reconnaissance for geoenvironmental screening
- GeoEnvironmental Screening Report
- Other environmental services that are not described in the above sections

Task 01.06 – Conceptual Design / Alternatives Analysis

Conceptual design will begin with an evaluation of the two proposed alignments presented in the Town's 2017 Morehead West Small Area Plan. RK&K will refine these alignments to comply with current standards for roadway design and identify any significant changes that could improve feasibility. After initial review and layout, RK&K will schedule a status meeting (under Task 01.01) with the Town to solicit feedback and agree on a maximum of two (2) defined alignments that will proceed into further design and that will be presented in the Feasibility Study.

This design/analysis will include:

- Setting Project Limits (logical termini) / Project Scope
- Development of Design Criteria and Typical Sections
- Review and evaluation of crash data (as detailed under Task 01.04)
- Conceptual/Preliminary Capacity Analysis review of the Caldwell Road Extension intersections with NC 49 and US 29 to predict the lane geometry based on available traffic data (as detailed under Task 01.04)

- An Environmental Screening of the human and natural environment (as detailed under Task 01.05)
- Development of Project Alternatives
- Preparation of Preliminary functional designs
- Development of Horizontal & Vertical Alignments
- Summary of required bridge and culvert sizes as determined under Task 01.09
- Development of Proposed Slope-stake Limits (as appropriate)
- Preparation of Draft Right-of-Way Limits
- Plan Sheet Preparation

RK&K will include recommendations on Construction phasing to best segment the project into constructible phases.

The conceptual designs will be prepared using applicable AASHTO and NCDOT standard design guidelines. Plan will conform to NCDOT plans presentation guidelines. Where applicable, plan sheets will also include conceptual right-of-way impacts and typical sections. All plan sheets will be clearly marked Conceptual Design Subject to Change without Notice – For Feasibility Study Purposes Only. The conceptual designs will be submitted to the Town on standard 22"x34" plan sheets, 1" = 200' Scale. Deliverables for this task will be one (1) paper copy and one (1) Electronic PDF copy.

Current design guidelines to be used for this study include, but are not limited to, the following resources:

- Town of Harrisburg Unified Development Ordinance (Article 10 and Appendix C)
- NCDOT Roadway Design Manual
- NCDOT Roadway Standard Drawings
- 2011 AASHTO Policy on Geometric Design of Highways and Streets
- 2011 AASHTO Roadside Design Guide

RK&K will evaluate turning movements at both terminal intersections of the Caldwell Road Extension to identify areas in need of improvement. This turning movement analysis will be for reference and the Town's future coordination with NCDOT only. Improvements to these intersections as included in the final cost estimates for the study will be limited to the addition of Caldwell Road legs and associated modifications to signal equipment.

Task 01.07 – Right-of-Way & Land Use Review

RK&K will prepare proposed Right-of-Way Limits for the Conceptual Design alternative(s) based on the proposed functional classification, typical section, and slope stakes, and based on existing parcel data.

RK&K will conduct a qualitative assessment of the alternatives to evaluate compliance with the Morehead West Small Area Plan. The analysis will evaluate access to areas identified in the plan's land use suitability mapping as potential residential, commercial, or industrial development areas.

Task 01.08 – Utility Evaluation

RK&K will perform general research of existing utilities along the project study corridor(s) and will identify owners and potential conflicts based upon readily available data that will inform the project cost estimates and impacts.

In addition to the general research and evaluation noted above, RK&K is aware of the existing natural gas pipeline and easement which is in conflict with the eastern proposed alignment as identified in the Town's 2017 study. As this facility will affect potential alignment options, RK&K will obtain a copy of the recorded easement and coordinate with the facility owner (phone contacts, no in-person meetings anticipated) to fully understand ROW considerations within the existing 50-foot-wide natural gas easement area and develop alignment alternates accordingly.

No meetings with utility providers are planned during the Feasibility Study phase.

Task 01.09 – Preliminary Hydraulic Review

RK&K will conduct a drainage study to identify culverts and or bridges at stream crossings that will require a pipe size of 72" or greater. Tasks anticipated for the preliminary hydraulic review include:

- Determine drainage areas for major stream crossings
- Develop design discharges for major crossings in non-FEMA regulated areas utilizing USGS urban regression equations for drainage areas greater than 64 acres and the Rational equation for drainage areas less than 64 acres. Design discharges will be developed assuming full buildout of the contributory drainage area. For FEMA regulated areas published FEMA discharges will be utilized.
- Determine preliminary culvert sizes utilizing design charts in HDS-5 (Hydraulic Design of Highway Culverts).
- At Mallard Creek, RK&K will obtain the effective hydraulic model from the NC Floodplain Mapping FRIS website. RK&K will add new cross sections to the effective FEMA model and determine the preliminary bridge length that will be required to meet FEMA requirements and avoid rises in the 100-year water surface on insurable structures upstream. It is anticipated that this analysis will be completed at up to two (2) crossing locations on Mallard Creek.
- The results of the study will be included in the Feasibility Study Report as detailed under Task 01.11.

Task 01.10 – Cost Estimates

For both alignment alternates, RK&K will provide the Town with quantities and costs including, but not limited to:

- Clearing and grubbing
- Earthwork
- Drainage (by length, typical section)
- New pavement (by area)
- Curb & Gutter, Sidewalk, Monolithic Island
- Guardrail, guiderail, and barrier
- Erosion Control
- Traffic control (by length, typical section)
- Pavement markings (by length, typical section)
- Traffic Signals
- Structures (bridges, culverts, retaining walls)
- Utilities (based on available data)
- Right-of-Way (based on market tax assessed value for the parcels with the anticipated cost based on the acreage impacted)

Additional items which may have major influence on the overall cost of the project will be included in quantities for the design option. Unit cost information as available from the NCDOT Preliminary Estimates Unit and/or NCDOT Bid Averages will be applied to these quantities to generate conceptual cost estimates.

Costs will be itemized per suggested Construction Phase as noted in Task 01.06.

Task 01.11 – Feasibility Study Report

Near the completion of the above-mentioned cost estimates, RK&K shall prepare the draft Feasibility Study report documenting the findings of the study. The Town shall review the draft report for comment. After any comments and/or concerns have been addressed, RK&K will finalize and resubmit the Feasibility Study Report.

It should be noted that a Feasibility Study is a preliminary document that is the initial step in the planning and design process for a candidate project and not the product of exhaustive environmental or design investigations. The purpose of this Feasibility Study is to describe the proposed project, including cost, and identify potential problems that may require consideration in the planning and final design phases.

Anticipated Feasibility Study Report Outline:

- 1. Introduction**
 - 1.1. General Description
 - 1.2. Background
- 2. Purpose Statement**
 - 2.1. Previous Studies
 - 2.2. Adjacent Projects
 - 2.3. Crash Analysis
- 3. Design Concept Evaluation**
 - 3.1. Design Options
 - 3.2. Other Options Considered
 - 3.3. Traffic Volumes
 - 3.4. Maintenance of Traffic
- 4. Preliminary Hydraulic Review**
- 5. Design Option Impacts and Costs**
 - 5.1. Impacts
 - 5.2. Costs
- 6. Existing Conditions**
 - 6.1. Land Use
 - 6.2. Community Resources
 - 6.3. Sites/Properties
 - 6.4. Cultural Resources
 - 6.4.1. Potential Historic Resources
 - 6.4.2. Potential Archaeological Resources
 - 6.5. Natural Environment
 - 6.5.1. Water Quality Resources
 - 6.5.2. Streams and Wetlands
 - 6.5.3. Protected Species
 - 6.5.4. Existing NCDOT Mitigation Sites
 - 6.5.5. Federal Emergency Management Agency (FEMA) Resources

7. Recommendations
8. References

Note: Appendices may be included for special project specific items.

Under this task we anticipate submitting one (1) draft version of the report for Town review. We will incorporate any comments received from the Town on this draft and submit one (1) Final Report in hard copy and PDF format.

DELIVERABLES LIST

A summary of deliverables as detailed under specific tasks is included below for reference:

1. Progress Reports as requested (with Schedule and Task Status Updates)
2. Design Criteria Matrix and typical sections (electronic copy)
3. Project Overview/Environmental Features Map (electronic copy)
4. Construction, Utility and R/W Cost Estimates (electronic copy)
5. Draft Feasibility Study Report (electronic copy)
6. Roadway Plan Sheets (1 hard copy + electronic)
7. Final Feasibility Study Report (1 hard copy + electronic)
8. Final Transmittal (electronic copy or CD of deliverables and design files)

EXHIBIT B

TASK LIST/ FEE ESTIMATE

TASK 01

Caldwell Road Extension Project
Town of Harrisburg

Prepared For:



Town of Harrisburg
4100 Main St., Suite 101
PO Box 100
Harrisburg, NC 28075

Prepared By:



RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, NC 28262

December 12, 2019

RK&K Project No. 19931

**Caldwell Road Extension Project
Town of Harrisburg
Project No. 19931
RK&K**

**TASK 01 - FEASIBILITY STUDY PHASE
TOTAL COST SUMMARY**

Summary of Fees

Caldwell Road Extension Project	Task 01	RK&K	\$	59,040.74
			\$	-
			\$	-
			\$	-
		Total	\$	59,040.74

Proposed Method of Payment

Caldwell Road Extension Project	Task 01	Cost Plus Fixed Fee
---------------------------------	---------	---------------------

Proposed Agreement Period

Caldwell Road Extension Project	Task 01	6 Months
---------------------------------	---------	----------

Total Estimated Hours - RK&K

Caldwell Road Extension Project	Task 01	411
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Total Estimated Hours - Subconsultants

Caldwell Road Extension Project	Task 01	0
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Total Hours	411
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ENGINEERING FIRM NAME:

RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, North Carolina 28173

CONTACT PERSON: Roman Prokopovych, P.E.
Project Manager
Telephone No: (704) 273-5101
Email: rprokopovych@RK&K.com

Cost Prepared by:
Roman Prokopovych, P.E.
Proposal Reviewed by:
Keith Skinner, P.E.

Caldwell Road Extension Project
Town of Harrisburg
Project No. 19931
RK&K

	Project Manager	Senior Project Engineer	Senior Planner	Project Engineer/Planner	Associate Engineer & GIS Tech	Engineering Tech	Totals
Task 01 - FEASIBILITY STUDY PHASE							
Task 01.01 – Project Initiation / Administration							
Project Administration	4.0		2.0				6.0
Schedule Development/Maintenance	2.0						2.0
Status Review Meetings (2) (3 attendees)	6.0	12.0					18.0
							0.0
							0.0
Task 01.02 – Data Collection							
Survey (QL2 Lidar) Data		0.5		2.0	4.0		6.5
Traffic/Signal Data (acquire from NCDOT)		1.0		1.0			2.0
GIS Data - Obtain readily available data		2.0		4.0			6.0
Utility Data - Obtain readily available data		2.0		2.0	12.0		16.0
Land Use Data - Compile readily available data		1.0	2.0		2.0		5.0
Site/Property Data - Obtain readily available data		1.0	2.0				3.0
Site Visit (3 ppl, 1 day)	6.0	6.0	6.0				18.0
							0.0
Task 01.03 – Stakeholder Coordination							
Task Removed							0.0
							0.0
Task 01.04 – Traffic Review and Crash Analysis							
Review Traffic Data (where applicable, where available)	2.0	2.0		4.0			8.0
							0.0

	Project Manager	Senior Project Engineer	Senior Planner	Project Engineer/Planner	Associate Engineer & GIS Tech	Engineering Tech	Totals
Task 01 - FEASIBILITY STUDY PHASE							
Task 01.05 – Preliminary Environmental Analysis							
Develop Maps: Study Area/Environmental Features Map, USGS Quad/Topo Map, and Vicinity Map	1.0		2.0			5.0	8.0
Review (GIS) Environmental Feature Mapping	1.0	1.0	1.0				3.0
Develop Purpose Statement & Screening Criteria	1.0	2.0	5.0	2.0			10.0
Conduct Site/Property Assessment			4.0			1.0	5.0
Conduct Preliminary Natural Resources Screening		2.0	4.0	4.0			10.0
Develop Preliminary Permitting Framework	1.0		4.0				5.0
Conduct Indirect and Cumulative Effects Screening			8.0				8.0
Summarize Prior Outreach Efforts				2.0			2.0
Conduct Preliminary Impact Assessment	1.0		4.0			4.0	9.0
							0.0
							0.0
Task 01.06 – Conceptual Design / Alternatives Analysis							
Set Project Limits/Project Scope	4.0			2.0			6.0
Develop Design Criteria and Typical Sections				1.0	6.0	2.0	9.0
Prepare (GIS) Environmental Feature Mapping				3.0	2.0	10.0	15.0
Develop Horizontal and Vertical (as needed) Alignments	3.0			23.0	17.0		43.0
Develop Proposed Slope Stake Limits (as appropriate)	2.0			1.0	3.0	3.0	9.0
Prepare Draft Right-of-Way Limits	1.5			1.5	3.0		6.0
Plan Sheet Preparation	1.0			1.5	3.0	1.5	7.0
Prepare Right-of-Way polygons	1.0			1.5	3.0		5.5
Prepare Mapping Limits (for Screening and/or Future Surveys)	0.5			1.5	3.0		5.0
							0.0
							0.0
Task 01.07 – Right-of-Way & Land Use Review							
Review Draft Right-of-Way Limits	1.0	2.0		2.0			5.0
Review Right-of-Way polygons	1.0	2.0		2.0			5.0
Conduct qualitative assessment of land use compliance with Morehead Plan			4.0				4.0
							0.0
Task 01.08 – Utility Evaluation							
Contact major owners to confirm research	1.0	2.0		1.0			4.0
Research natural gas major transmission line and easement	1.0	2.0		1.0			4.0
							0.0

	Project Manager	Senior Project Engineer	Senior Planner	Project Engineer/Planner	Associate Engineer & GIS Tech	Engineering Tech	Totals
Task 01 - FEASIBILITY STUDY PHASE							
Task 01.09 – Preliminary Hydraulic Review							
Determine Drainage Areas for major crossings (Up to 5 Locations)	2.0	2.0		2.0	2.0		8.0
Develop Discharges for major crossings (Up to 5 Locations)	2.0	2.0		2.0	2.0		8.0
Determine preliminary culvert sizes (Up to 5 Locations)	2.0	4.0		4.0	4.0		14.0
Determine preliminary bridge size(s) (up to 2 Mallard Creek crossings)	4.0	20.0					24.0
							0.0
							0.0
Task 01.10 – Cost Estimates							
Prepare Preliminary Construction Quantities	1.0	4.0		4.0	10.0		19.0
Prepare Right-of-Way Parcel Impact Spreadsheet	1.0	2.0		2.0	2.0		7.0
Prepare Cost Estimate (based on NCDOT Forms)	2.0	2.0		1.0			5.0
							0.0
Task 01.11 – Feasibility Study Report							
Prepare Preliminary Environmental Screening Checklist	0.5	2.0	2.0	3.0	3.0		10.5
Prepare Express Design (Construction) Summary	0.5	2.0		3.0	3.0		8.5
Prepare Feasibility Study Report	1.0	12.0	4.0	6.0	6.0		29.0
							0.0
Total Hours	58.0	92.5	54.0	90.0	90.0	26.5	411.0
Salary Rate (\$/hr)	\$ 80.37	\$ 66.42	\$ 58.71	\$ 53.85	\$ 41.89	\$ 25.75	
Salary	\$ 4,661.46	\$ 6,143.85	\$ 3,170.34	\$ 4,846.50	\$ 3,770.10	\$ 682.38	\$ 23,274.63
Overhead	144.61%						\$ 33,657.44
Cost of Capital	0.06%						\$ 13.96
Fee	9.00%						\$ 2,094.72
Direct Expenses							
							\$ -
							\$ -
						Total	\$ 59,040.74

EXHIBIT C
STANDARD TERMS AND CONDITIONS
TO PROPOSAL FOR
CONSULTING ENGINEERING AND
SURVEYING SERVICES
BETWEEN RUMMEL, KLEPPER & KAHL,
LLP AND CLIENT

Caldwell Road Extension Project
Town of Harrisburg

EXHIBIT C
STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR
CONSULTING ENGINEERING AND SURVEYING SERVICES
BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Client dated December 12, 2019. In the event of conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.
2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size and complexity. No warranties regarding the fitness, timeliness or quality of professional services or work product are offered and no such warranties are implied.
3. Client agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. Client shall defend, indemnify and hold RK&K harmless from all claims, liability and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, Client shall compensate RK&K for all start-up and remobilization costs associated therewith. In the event that legal action or other collection efforts are required to secure payment, Client shall be liable for all reasonable costs, expenses and attorney fees associated therewith.
4. RK&K's services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.
5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.
6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.
7. Client shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K.
8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.

9. Client shall require the Contractor and/or Construction Manager to include RK&K as an additional named insured on all policies of insurance required by or procured pursuant to the Contract Documents.
10. Client and RK&K waive all claims against each other, and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by builder's risk or other property insurance covering the property or the Project.
11. No set-offs are permitted except with respect to claims for which RK&K has been adjudicated liable.
12. Unless otherwise expressly required by the terms of the Proposal, RK&K shall have no liability or responsibility for the presence, handling or disposal of hazardous or toxic materials on the site.
13. If Client directs RK&K to perform services that are beyond the scope of the Proposal without first negotiating a lump fee, all such additional services shall be performed at 2.65 times direct personnel costs plus expenses.
14. RK&K shall be entitled to rely on Owner-furnished information, including information relating to the program, scope and budget for the Project. If the Owner-furnished information is incorrect, or if it changes, RK&K shall be entitled to additional services compensation at 2.65 times direct personnel costs plus expenses based on the actual time required to adapt to the correct or new information and/or revise work product in connection therewith.
15. RK&K retains ownership of, and all intellectual property rights in, its instruments of service. Client shall be entitled to use this work produce for this Project only and provided that RK&K is paid in accordance with the Proposal and these Terms and Conditions.
16. Client and RK&K agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.
17. Client and RK&K agree to waive all claims against the other for consequential damages arising out of, or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities and any other expectation losses.
18. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.
19. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.



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 design and/or construction of the Caldwell Road Extension Capital Improvement Project, a portion of the Town's transportation projects, referred to as the "2017 Transportation Bond Projects."
2. **Plan of Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$4,000,000.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 13th day of January, 2020.

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 13th day of January, 2020.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

To consider approval of contract for the design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and the related reimbursement resolution.

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the contract to Black and Veatch Engineering in the amount of \$270,300 for the design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project, authorize Town staff and the Town Attorney to finalize contract terms, and the related reimbursement resolution.

Description/Background:

The need for the proposed project arose due to the Town of Harrisburg's wish to provide infrastructure for sewer service to the Morehead West Area.

Development within the area was previously detailed and documented by the Town's Morehead West Area Plan adopted on April 11, 2017 by Nealon Planning, PLLC. The Morehead West Area is approximately 1,600 acres in size and is located in Cabarrus County, between NC-49 and US-29. The proposed development includes light industrial, retail, office, mixed use, as well as residential areas. The existing residential neighborhood on the south-east side of the Morehead West Area is currently served by 8-inch gravity sewer and the Leatherwood pump station, while the existing subdivision along the south side is served by 8-inch gravity sewer and the Bentley Hills pump station.

A preliminary engineering report was provided by WK Dickson on May 30th, 2019. The preliminary engineering report provided four alternatives. The alternative selected by the Town of Harrisburg provides the ability to serve the Morehead West Area while decommissioning the Leatherwood Pump Station, resulting in a reduction in lifetime maintenance costs. The design will consist of two phases. Phase 1 includes approximately 4,680 linear feet of 12-inch gravity sewer beginning along Mallard Creek, near the existing Leatherwood pump station. The proposed 12-inch line meanders along Mallard Creek to its confluence with Rocky River and discharges into Manhole #011680 in the Water and Sewer Authority of Cabarrus County (WSACC) Rocky River Interceptor Outfall. Approximately 710 linear feet of 8-inch gravity sewer is proposed from the Leatherwood Pump Station to the proposed 12-inch gravity sewer allowing for the abandonment of the Leatherwood Pump Station. The 12-inch portion of Phase 1 would serve as the main outfall for future development within the Morehead Area.

Selection was made through a Request for Qualification (RFQ) process, which resulted in the evaluation of numerous qualification proposals. Black and Veatch Engineering was determined to be a qualified bidder and Town staff subsequently negotiated the fee that has been proposed with this agenda item.

Recommendation:

Staff recommends approval of the attached contract with Black and Veatch Engineering for the design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and the related reimbursement resolution.

Fiscal Impact:

The fiscal impact to the Town for this design project is \$270,300. The original Project Ordinance, adopted as part of the FY2020 Budget, provides \$490,000 for design and professional services.

A reimbursement resolution is included for consideration to allow any funds spent before the issuance of debt related to this project to be reimbursed by the financing.

Attachments:

1. Draft - con_MoreheadWestSewer
2. Declaration of Intent to Reimburse - Morehead West Sanitary Sewer 01132020

**AGREEMENT
FOR
ENGINEERING SERVICES**

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

W I T N E S S E T H :

WHEREAS, Owner intends to extend sewer to the Morehead West area of town (the Project);

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

WHEREAS, Engineer is prepared to provide the Services.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2020.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

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

ARTICLE 4 – COMPENSATION

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

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

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 6 - STANDARD OF CARE

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

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

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

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

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

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

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

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

ARTICLE 8 – INSURANCE

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

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

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

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability

insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 11 - REUSE OF DOCUMENTS

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

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

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 13 – TERMINATION

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

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

ARTICLE 14 - DELAY IN PERFORMANCE

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

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

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer

harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

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

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

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

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

ARTICLE 17 – WAIVER

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

ARTICLE 18 – SEVERABILITY

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

ARTICLE 19 – INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 – ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

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

Town of Harrisburg

OWNER

Black & Veatch International Company

ENGINEER

By_____

By_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

ATTACHMENT A SCOPE OF SERVICES

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

Project: Morehead West Sewer Phase I

PROJECT DESCRIPTION

The Town of Harrisburg provides water and sewer service to its residents. The Morehead West area, located on the north side of Town, is comprised of approximately 1,600 acres of mostly undeveloped land. In a study completed in 2017 titled the *Morehead West Area Plan*, a lack of infrastructure was cited as a reason for the area not yet being developed. The Town desires to extend sewer into the area to provide sewer service to undeveloped land and to relieve the existing Leatherwood Pump Station.

The proposed sewer extension will extend from the existing 54" Rocky River Outfall (owned by WSACC) along Mallard Creek up to the Leatherwood Pump Station. The sewer system will consist of 4,800 linear feet of 12" sewer along the creek and 710 LF of 8" sewer to the pump station with sizes based on a preliminary engineering report provided by the Town.

Black & Veatch will provide engineering services for this project including engineering design, permitting, and bidding. Black & Veatch will utilize subconsultants to provide support services to complete the engineering design and permitting including surveying, geotechnical investigations, and environmental delineations. A more detailed description of services is provided below.

The project generally includes the following elements:

1. Design, permitting, and bidding of approximately 4,800 LF of 12-inch gravity sewer along Mallard Creek from the existing Rocky River Outfall at the confluence of Mallard Creek and Rocky River to near the Leatherwood Pump Station, and another 710 linear feet of 8-inch gravity sewer from the 12" sewer to relieve the Leatherwood Pump Station. The Leatherwood Sewer Pump Station will be decommissioned as part of this project.
2. Survey and SUE, environmental delineation, and geotechnical investigation services will be included under this contract.

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

- Project Management & Administration
- Preliminary Planning & Design

- Detailed Design
- Permitting
- Bidding & Award
- Construction Phase Services

SCOPE OF SERVICES

Phase 1000 Project Management & Administration

1. Provide project management and administration for a 9-month planning through permitting and final design period to:
 - a. Correspond and consult with Owner,
 - b. Coordinate activities of the project team,
 - c. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
 - d. Provide overall project direction to meet Owner's objectives.
2. Maintain a project filing system to document and retain project records.
3. Prepare monthly invoices and status reports to document project progress.
4. Arrange for and participate in 9 monthly project status meetings with Owner to review progress, budget, schedule and deviations from this scope of services and exchange ideas and information.
5. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made.
6. Provide administration and coordination of sub-consultants.
7. Prepare and submit data request(s) to obtain key data for the project.
8. Provide support and prepare supporting materials for Owner use at 1 public meeting. Engineer will not participate in the public meeting.

Phase 2000 Preliminary Planning & Design

I. Basis of Design

1. Prepare and submit data request(s) to obtain key data for the project. Collect as-built record drawings of existing infrastructure and tributary sewers, previous reports and any applicable studies from Owner.
2. Review Record Drawings of existing sewer and evaluate alignment including easement needs, stream, road and utility crossings, and connection to existing collection sewers.
3. Conduct a surface reconnaissance field trip to review, confirm, and adjust the alignment and to evaluate constructability. Field trip will focus on stream and road crossings. A total of 1 day is assumed for this activity.
4. Identify right-of-way, easements, property needs and site selection.
5. Meet with WSACC and Harrisburg staff, to introduce and coordinate the project.

Assumes 1 one half day meetings.

6. Confirm project permitting requirements.
7. Prepare preliminary design memorandum (PDM) detailing the pipeline and design criteria.
8. The PDM will be reviewed in a workshop with the Owner, finalized with Owner comments, and issued as final upon which the final design will be completed.
9. Provide through a subcontract, the services of a qualified environmental consultant for wetland delineation, jurisdictional delineation of wetlands, protected species survey and Phase 1 cultural resources survey, mitigation options, cultural resources analysis, and permitting strategies for US Army Corps of Engineers Nationwide Permit.

Phase 3000 Detailed Design

A. SURVEYING

1. Provide, through a subcontract, the services of a qualified professional land surveyor to provide:
 - a. Location of the boundaries of identified wetlands and conduct deed research to confirm existing easements and rights- of- way.
 - b. Topographic survey of the interceptor alignment, provided with 1-foot contours and a corridor width of 100' from Mallard Creek outward (south/east side)
 - c. Level B subsurface utility location services at road crossings along the alignment. Level A subsurface utility location services will be provided for up to ten (10) test holes, mainly at road and utility crossings. Utility locations within the easement will be collected by field survey.
 - d. Locations of up to 12 geotechnical boring locations will be collected by field survey.
 - e. Establish traverse and survey control monument pairs tied to NAD 83/North Carolina State Plane Grid Coordinates.
 - f. Develop up to 5 plats for Owner's (or Owner's representative's) use to procure easements. Easement width shall be to Owner's standard easement width where possible.

B. GEOTECHNICAL INVESTIGATION

1. Provide, through a subcontract, the services of a qualified geotechnical engineer to provide:
 - a. Geotechnical services and reports to assess geology and presence of rock and groundwater along the sewer alignment.
 - b. Geotechnical engineering services including exploratory work, laboratory and field testing, professional guidance and a geotechnical report by a qualified geotechnical firm interpreting the data on the exploratory work and testing. Lab testing is limited to Atterburg limits, grain size, and hydrometer testing at each boring (12 total).

- c. Geotechnical bores will be made at strategic locations spread throughout the alignment. The borings will provide rock presence and elevation. Rock coring is not included but may be added as an additional service.

C. DETAILED DESIGN

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

1. Conduct internal quality control reviews and constructability reviews at Project milestones.
2. Conduct design review meetings with Owner at each Project milestone: Level 1.5 (50% complete), Level 3 (90%) and Final (100%).
3. Prepare detailed drawings and specifications and other Contract Documents for the proposed construction work and for the materials and equipment required. For budgeting purposes, 12 drawing sheets were estimated.
4. The Owner's standard front-end documents shall be used. The Engineer's technical specifications and standard detailing techniques shall be used. Contract drawings shall be produced using Auto CAD 2019 (Civil 3D).
5. Prepare detailed drawings and specifications for one construction contract.

LEVEL 1.5 DESIGN

1. Deliverables.
 - a. Division 1 specifications and Division 15 (pipe) specifications.
 - b. Table of Contents indicating technical specifications to be incorporated.
 - c. Level 1.5 Drawings.
2. Decisions. Finalize alignment and easement needs, pipe materials, and pipe size.
3. Discussion. Level 1.5 drawings will include the following:
 - a. Pipeline plan and profile drawings.

Upon completion of Level 1.5, the Engineer's quality control team will review the deliverables. Revisions shall be finalized before proceeding with Design Level 3. Level 1.5 represents approximately 50 percent of the design effort.

LEVEL 3 DESIGN

1. Deliverables.
 - a. Front-end documents
 - b. Technical specifications
 - c. Final drawings

2. Decisions. Make final coordination checks and remaining decisions on plans and specifications.
3. Discussion. Final drawings shall include the following:
 - a. Final pipeline plan and profile drawings
 - b. Final details

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

Phase 4000 Permitting

A. Permitting Assistance

1. Provide assistance to Owner in obtaining permits and approvals from federal, state, and local agencies and from utility companies. The following permits and approvals are anticipated:
 - a. Sewer Construction Permit (NCDEQ Fast Track Application)
 - b. Erosion & Sedimentation Control Permit (NCDEQ)
 - c. Nationwide Permit 12 (US Army Corp of Engineers) and NCDEQ 401 Certification (provide supporting documentation for environmental consultant to apply for permit)
 - d. Encroachment Agreements with NC Department of Transportation and other utility companies (Duke Energy)
2. Meet with NCDOT and/or other local officials or permitting agencies in order to understand and comply with their requirements.
3. Update and finalize plans and specification with required regulatory revisions.
4. An allowance will be established for permit review fees, with Engineer submitting the fees and being reimbursed by Owner for review fees.

Phase 5000 Bidding & Award

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

- A. Assist Owner in advertising for a single prime contract for all construction, materials, equipment, and services as required for a complete project; attend and conduct pre-bid conference, and develop minutes of the pre-bid conference.
- B. Reproduce and distribute Contract Documents to prospective bidders.
- C. Maintain a record of prospective bidders and others to whom Contract Documents have been issued.
- D. Prepare, as appropriate, interpretation, clarification, or further definition of the Contract Documents and provide to the Owner. Develop addenda for issuance by the Owner.

- E. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- F. Support the Owner with conducting the bid opening and prepare the certified bid tabulation.
- G. Evaluate bids and make a recommendation to Owner regarding award.

Phase 6000 Construction Phase Services

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

- A. Assist Owner in coordinating execution of contracts, including providing Notice of Award to contractor and providing 3 copies of contract documents.
- B. Review contractor executed contract for conformance to contract requirements.
- C. Review shop drawings for conformance to construction documents.
- D. Schedule and conduct pre-construction conference with Owner, Contractor, and other stakeholders as needed.
- E. Complete record drawings based on contractor red line drawings. Provide 2 hardcopies and electronic copies of record drawings to Owner.
- F. No construction observation services are included in this scope and certification of work to NCDEQ is responsibility of Owner.

Unspecified Additional Services. Engineer agrees to perform additional services as requested by Owner. When the need for such services is identified, the Engineer will prepare a Contract Amendment which will include a scope, fee, and schedule; and submit to Owner for approval. If approved, Additional Services will be performed upon receipt of written authorization from Owner.

Any work requested by the Owner that is not included in the Phases and Tasks as described herein will be considered an Additional Service to this Scope of Services.

In addition to those items mentioned specifically in the Scope of Services, Additional Services may also include, but are not limited to:

1. Any meetings with local, state or federal agencies or utilities or other affected parties in addition to those specifically noted.
2. Appearances at public meetings.

3. Any additional work authorized by Owner.
4. Easement plats beyond the number identified and legal descriptions.
5. Assistance with condemnation proceedings
6. Construction Phase Services in addition to those identified above.
7. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
8. Special consultants or independent professional associates requested or authorized by Owner not included in the scope of services herein.
9. Operations and maintenance manual and operations training and startup assistance.
10. Assistance in financially related transactions for the Project.
11. Special reports requested by Owner concerning facilities operation and personnel matters during the operation startup period.
12. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
13. Preparation for litigation, mediation, or other legal or administrative proceedings; and appearances in court or at mediation sessions in connection with bid protests, change orders, or construction incidents.
14. Observing factory tests of equipment.
15. Where field conditions differ from the conditions indicated in the construction Contract Documents or soil boring reports, preparing sketches of construction work for approval by Owner, to supplement the Drawings and Specifications as may be required; and providing redesign or relocation information if required by underground obstructions, utilities, or other conditions.
16. Services for making revisions to Drawings and Specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of Contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
17. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
18. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the Work within the construction Contract Time.
19. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the Work.
20. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted

subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

21. Preparation of or revision to an Environmental Assessment or Environmental Impact Statement.
22. Flood plain modeling to obtain a no-rise, CLOMR, or LOMR
23. Mitigation fees for wetland or stream impacts – Fees to be paid by Owner
24. Preparation of a Section 404 Individual Permit.
25. Monitoring, testing or analysis of cultural resources.
26. Biological assessments of protected species.
27. Hazardous material investigations and corresponding remediation or corrective actions.
28. Permitting Fees
29. The actual transfer of data to the Owner's GIS may be performed as an Additional Service.

ATTACHMENT B

Compensation Schedule

Work performed will be invoiced on a lump sum as show below. Fees for base services described in Phases 1000 through 6000 are estimated to be \$270,300.00. The total amount of billings will not exceed \$270,300.00 unless authorized by the Owner in writing. The amounts for each Phase are listed below:

Phase 1000: Project Management & Administration	\$18,800
Phase 2000: Preliminary Planning & Design	\$18,700
Phase 3000: Detailed Design	\$182,000
Phase 4000: Permitting and Final Design	\$25,600
Phase 5000: Bidding and Award	\$8,700
Phase 6000: Construction Phase Services	\$11,500

Allowance for Permit Review Fees and Protected Species Survey:	\$5,000
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For Unspecified Additional Services, Owner and Engineer will negotiate a written amendment to this Agreement for the additional services.

ATTACHMENT C

Schedule

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

Phase 1000: Project Management & Administration	9 months
Phase 2000: Preliminary Planning & Design	2 months
Phase 3000: Detailed Design	4 months
Phase 4000: Permitting and Final Design	3 months
Phase 5000: Bidding and Award	2 months
Phase 6000: Construction Phase Services	6 months



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 design and construction of a Sanitary Sewer Capital Improvement Project, referred to as the "Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Project."
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 is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$2,800,000.
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 13th day of January, 2020.

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 13th day of January, 2020.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

To consider approval of contract for the Sanitary Sewer Evaluation Study in Bradford Park and the related Project Ordinance Amendment

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the contract to Maser Consulting in the amount of \$204,545 for the Sanitary Sewer Evaluation Study in Bradford Park, authorizing Town staff and the Town Attorney to finalize contract terms, and the related Project Ordinance Amendment.

Description/Background:

Every year, the Town of Harrisburg performs sanitary sewer rehab to older portions of our sanitary sewer system. The first step in building a successful rehab project is to analyze the existing systems and determine deficiencies.

The Town has selected Maser Consulting based on the reputable history of performing sanitary sewer evaluations. The evaluation will focus on Bradford Park Subdivision, a subdivision that has contributed to infiltration and inflow (I/I) of our sanitary sewer system, leading to increased maintenance and operational costs. The evaluation will provide a report that details the lines and manholes in highest need of repair and provide solutions for remediation. The report will allow the Engineering and Public Works team to bid out projects that will repair the system.

Selection was made through a Request for Qualification (RFQ) process, which resulted in the evaluation of numerous qualification proposals. Maser Consulting was determined to be a qualified bidder and Town staff subsequently negotiated the fee that has been proposed with this agenda item.

Recommendation:

Staff recommends approval of the attached contract with Maser Consulting to perform the Sanitary Sewer Evaluation Study in Bradford Park and the related Project Ordinance Amendment.

Fiscal Impact:

\$750,000 was allocated for the FY2020 Rehab Project. The original project ordinance, approved with the FY2020 budget, provided \$70,000 for professional services and \$680,000 for construction services and a two years to complete the project.

With the approval of this contract for the sanitary sewer evaluation, \$545,455 remains for sewer rehab projects in Fiscal Year 2020.

A Project Ordinance amendment for \$135,000 is required, however, to provide the necessary funding for these

professional services. These funds will be moved from the construction budget, leaving the total project budget at \$750,000.

Attachments:

1. Draft - 191213_HarrisburgSSES Cost Proposal_R2
2. Project Amendment -WS FY20 Annual Sanitary Sewer Rehabilitation 01132020



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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December 13, 2019

VIA E-MAIL

Mallory Hodgson
Town of Harrisburg
1400 Main Street
Harrisburg, NC 28075

Re: Sanitary Sewer Evaluation Study – Cost Proposal
Harrisburg, NC
MC Proposal No. 19003847P

Ms. Hodgson:

Maser Consulting P.A. (Maser) is excited to present this Cost Proposal to the Town of Harrisburg for professional services relating to a thorough and holistic Sanitary Sewer Evaluation Study (SSES) of the Bradford Park Subdivision's sanitary sewer system. Our Proposed Scope of Work, Opinion of Probable Cost per Work Task, Hourly Rates, and Assumptions are all contained in this Cost Proposal.

PROPOSED SCOPE OF WORK

Maser understands the Scope of Work generally includes, but is not limited to the following:

- Evaluating nearly 25,000 linear feet (LF) of sanitary sewer main and nearly 100 manholes within the Bradford Park Subdivision by conducting:
 - o Nearly 100 manhole inspections;
 - o Nearly 25,000 LF of closed-circuit television (CCTV) inspections;
 - o Nearly 25,000 LF of smoke testing; and
 - o Cleaning as required to perform inspections.
- Providing individual reports summarizing the results of the following:
 - o CCTV inspections of gravity mains, ratings and condition assessments describing the level of functionality and structural quality;
 - o Level 2 manhole inspections with ratings and conditions assessments describing the level of functionality and structural quality;
 - o Smoke testing; and
 - o All findings and evaluations will be reported in accordance with the following National Association of Sewer Service Companies (NASSCO) standards:
 - Pipeline Assessment Certification Program (PACP) for gravity main CCTV surveys, ratings and assessment;
 - Manhole Assessment Certification Program (MACP) for Level 2 Manhole, ratings and assessments; and



- Delivering a detailed report which will include recommendations for sewer rehabilitation methods and map of the area ranking the structures by need of repair.
- Completing all services and submitting all deliverables associated with the SSES within 90 days of Notice to Proceed.

Before starting the SSES, we will meet with the Town of Harrisburg to discuss the following:

- Project Safety;
- Project Team;
- Project Scope, Schedule and Budgets;
- Public Notification Protocols (e.g., project signage, door hangers, flyers, etc.)
- Communication Protocols; and
- Data Acquisition and Data Transfer Protocols.

Additionally, we will prepare and submit maps of the following to the Town and to our field personnel:

- Manholes identified for inspection, and daily updates indicating manholes inspected;
- Gravity sewer identified for cleaning, and daily updates indicating sewer cleaned;
- Gravity sewer identified for CCTV, and daily updates indicating sewer televised; and
- Gravity sewer identified for smoke testing, and daily updates indicating sewer tested.

These maps will be used as a tool for field coordination, especially with the crews. This tool will ensure that the crews working on the various SSES tasks are not interfering with each other (e.g., no line cleaning and smoke testing in the same area). The maps will also be used as a planning and tracking tool and will assist in the efficiency of SSES data review, and condition rating and assessment.

The following is our approach to complete the Tasks for this SSES:

Task 1: Level 2 Manhole Inspections

To conduct the Level 2 Manhole Inspections, we will use CCTV pole cameras and/or 360° manhole scanners to evaluate each manhole without confined space entry. Maser anticipates manhole inspections will be completed in two (2) weeks, weather permitting. By using a pole camera or a 360° scanner, we will be able to provide an accurate assessment of manholes in a safe, quick and efficient manner. Manhole inspections will be coordinated accordingly so as not to conflict with other field activities included as a part of this project (e.g., line cleaning, CCTV, smoke testing, etc.). The Town shall provide notification of any other activities which may conflict with field work included in this project. We will also assist the Town in notifying impacted residents.

We will use one 2-man crew using a CCTV pole camera or a 360° manhole scanner to inspect manholes for deficiencies like infiltration or structural defects. During manhole inspections, we will conduct an MACP manhole survey to document the following:

- Manhole location, size, depth, materials of construction and deposition of solids;
- Structural defects and location and condition of manhole chimney;
- Inflow/Infiltration sources;
- Main size and invert; and
- Other pertinent information.

After rating and assessing the manholes we will collaborate with the Town regarding recommended rehabilitation techniques. These techniques of manhole rehabilitation may include, but are not limited to the following:

- Installing water-tight manhole covers;
- Manhole lining/coating; and
- Manhole chimney sealing.

Task 2: Line Cleaning and CCTV Inspections

Task 2.1: Line Cleaning

To perform the necessary cleaning of gravity sewer mains, we will use combination Jetter/Vacuum Trucks. Before engaging in cleaning activities, we will plan/coordinate all cleaning activities with other field activities and the Town. We will also assist the Town in notifying impacted residents. Additionally, we will reduce customer backups during cleaning by removing cleanout caps from individual residences (if they exist) prior to beginning line cleaning operations. To prevent pipe and property damage, we will clean mains at a safe pressure.

Task 2.2: CCTV Inspections

We will utilize CCTV trucks, or customized 6-wheel off-road CCTV trucks to perform CCTV inspections on this project. Prior to starting CCTV operations, we will plan/coordinate all CCTV activities with other field activities and the Town.

During CCTV inspections, we will document the following:

- Camera entry/exit manhole location;
- Main size, length, materials of construction
- Condition of pipelines;
- Location and clock position of deposition of solids, defects, etc.;
- Location and clock position of inflow/infiltration sources; and
- Other pertinent information.

We anticipate having the main line cleaning and CCTV inspections completed in three weeks from the NTP, weather permitting. Main line cleaning, CCTV, manhole inspections and smoke testing will run concurrently, and will be carefully coordinated to eliminate field crews interfering with each other's work and the public.

After rating and assessing the gravity sewer pipelines, we will collaborate with the Town regarding recommended rehabilitation techniques. These techniques of pipeline rehabilitation may include, but are not limited to the following:

- Lining mains by CIPP and grouting joints;
- Replacing sewer mains;
- Eliminating cross connections with storm sewers; and
- Point repairs.

Task 3: Smoke Testing

Prior to starting smoke testing operations, we will plan/coordinate all activities with other field activities and the Town. We will also assist the Town in notifying impacted residents by project signs and door hangers.

We will use smoke testing to quickly identify the following deficiencies in the gravity sewer system:

- Cross connected items (e.g., storm drainage, yard drains, roof drains, patio or area drains, etc.); and
- Leaking manholes, broken or open sewer cleanouts, leakage in mains or service laterals.

Before starting smoke testing, we will take several precautionary measures to ensure that smoke testing goes as smoothly as possible. These measures may include contacting the local fire department, police department, public works officials, and the Town's Project Manager. Every dwelling located within the smoke testing target area will receive an informative door hanger a minimum of 48 hours before smoke testing to educate the residents on the service being performed. Residents will be asked to run water through all their sinks prior to smoke testing to prevent smoke from coming up dry sink traps.

We will conduct smoke testing during periods of dry weather. If the smoke testing procedures are stopped by weather conditions, re-initiation of testing shall not occur until ground water conditions are suitable.

During testing, our field crews will thoroughly inspect the run of each reach for smoke exfiltration points. For each sewer main tested, our field crews will prepare a field log identifying each point of smoke exfiltration. These smoke exfiltration points may include the following:

- Cross connected items, such as yard drains, roof drains, patio and/or area drains;
- Storm drainage;
- Leaking manholes;
- Broken or open sewer cleanouts, gravity main leaks and leakage in service laterals; and
- Roof vents.



We will reference and dimension these smoke exfiltration points to permanent landmarks and/or house address points. At a minimum the reference points and dimensions/house address will be indicated by dark marker on a whiteboard, and we will take a digital photograph of the exfiltration points and the whiteboard.

Task 4: Reporting

Inspection forms and field data collection will be in accordance with NASSCO standards. We will provide the Town with individual reports summarizing the results of the following:

- o CCTV inspections of gravity mains, ratings and conditions assessments describing the level of functionality and quality. Gravity mains will be evaluated and reported in accordance with PACP and LACP ratings and assessment criteria;
- o Manhole inspections with ratings and conditions assessments describing the level of functionality and quality. Manholes will be evaluated and reported on in accordance with MACP ratings and assessment criteria; and
- o Smoke Testing.

After reviewing the field data, assessments and ratings, our Team of sanitary sewer rehabilitation experts will recommend cost-effective, long lasting rehabilitation methods. We will prioritize repairs based on system defects, severity and risk. We will prepare a detailed report which will include infrastructure ratings and assessment data tables, pertinent smoke testing results, recommendations for sewer rehabilitation methods and map(s) of the area ranking the structures by need of repair.

OPINION OF PROBABLE COST

For **Tasks 1 through 4**, we estimate a budget allowance of **\$204,545**. We propose to provide the work outlined above on a time and materials and unit-rate basis. Actual charges for our work will depend upon the number of hours expended in accordance with the attached Fee Schedule and applicable unit rates. Based on the scope of work outlined above, we recommend the following budget allowances for the work:

Task 1:

Level 2 Manhole Inspections**\$21,000**

Task 2:

Line Cleaning and CCTV Inspections

Task 2.1:

Line Cleaning.....**\$43,715**

Task 2.1a

Debris Disposal (Disposal Fees, & Hauling).....**\$8,200**



Task 2.1b
Analytical Fees (Debris Analysis/T-Clip)\$1,440

Task 2.2:
CCTV Inspections.....\$37,500

Task 3:
Smoke Testing\$23,750

Task 4:
Reporting.....\$68,940

Opinion of Probable Cost for Tasks 1-4:204,545

We will not exceed our authorized total budget without written authorization from the Town. Invoices for our work will be submitted following task completion of activities for each event on a monthly basis.

ASSUMPTIONS

We made the following assumptions in the preparation of this Cost Proposal. Our proposal is based on our understanding of this project and the above scope of work. The validity of these assumptions may impact project tasks, schedule and/or our opinion of probable costs. If our assumptions are erroneous, please inform us immediately to allow us to alter our proposed scope of work.

1. The Town shall provide, as needed, full access to our Team's personnel to the wastewater collection system for the purposes of completing the above Scope of Work.
2. Task 4: Reporting includes Project Management, Meetings, Field Work, Analysis and Report Generation.
3. One mobilization included in pricing. Additional mobilizations will be \$500.00/EA.
4. All CCTV, Smoke Testing and cleaning footages will be measured from center of manhole to center of manhole.
5. The Scope of Work includes up to 100 Level 2 Manhole Inspections.
6. On-Street Light Cleaning of up to 13,700 LF 8" of Sanitary Sewer Main (Up to 2 passes with high-pressure jetting equipment).
7. Off-Street Light Cleaning of up to 11,300 LF 8" of Sanitary Sewer Main (One manhole 25 ft. or more from paved surface and up to 2 passes with high-pressure jetting equipment).
8. CCTV of Gravity Mains includes up to 25,000 LF of gravity main.
9. Smoke Testing includes up to 25,000 LF of gravity main.
10. Gravity sewer main line cleaning does not include Heavy Cleaning (More than 2 passes with high pressure jetting equipment, mechanical cleaning, or root removal).
11. Light Cleaning does not include the removal of attached deposits and tuberculation. Rough edges will be rounded but pipe will not be completely cleaned in any structurally unsound areas.



12. Access to each manhole will be required to clean and inspect these lines. Any line segment we attempt to inspect from both ends that cannot be accomplished due to structural defects will be charged the full length from manhole to manhole.
13. We have submitted this proposal in good faith, under the assumption the information provided is accurate and the descriptions and scope and intentions of this project are accurate. We reserve the right to modify this proposal if the conditions vary widely. The pricing is submitted under the assumption the job will be completed, as whole. Additional mobilizations for stoppages beyond our control will need to be negotiated.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

A description of the services to be provided by Maser Consulting P.A. will be presented and agreed to in written form, whenever possible. Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services (Note: Current Rate Schedule as set forth in Section III is attached hereto and made part hereof).

The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the proposal date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and Maser Consulting P.A.

Where Lump Sum or Unit Price Contracts are signed, and services provided by Maser Consulting P.A. extend beyond a date 12 months after the date of execution of this Agreement, Maser Consulting reserves the right to increase such contract amounts in accordance with the Regions Consumer Price Index. In the event that a Lump Sum or Unit Price Contract is partially completed at such time that the price is to be adjusted, Maser Consulting P.A. reserves the right to increase the balance of the fee still to be billed as of the anniversary date. Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions,



specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days.** We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services, some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures. Maser Consulting P.A. does not guarantee the performance of the construction contract by the Client's contractors or the subcontractors and Maser Consulting P.A. does not assume responsibility for the Client's contractors' or subcontractors' failure to furnish and perform their work in accordance with the Contract Documents.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.



8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/subcontractor fees rendered on the project.



It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and /or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A.

Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any



other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.



16.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes construction observation services, then the following provisions shall apply:

During the project construction phase, Maser Consulting P.A. shall consult with and advise Client and act as Client's representative as provided in the Scope of Services provided in Maser Consulting P.A.'s Proposal. The extent and limitations of the duties, responsibilities and authority of Maser Consulting P.A. as outlined in the Scope of Services provided in Maser Consulting P.A.'s Proposal shall not be modified, except as Maser Consulting P.A. and Client may otherwise agree in writing.

Maser Consulting P.A. services during the construction phase are intended to provide Client a greater degree of confidence that the completed work of Contractor will conform in general to the approved plans and related documents. Maser Consulting P.A. shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and Maser Consulting P.A. shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Maser Consulting P.A. have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, Maser Consulting P.A. neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform its work in accordance with the Contract Documents.

If the Scope of Services for this Agreement includes Design Services but does not include Construction Phase Services, then the following provisions shall apply:

It is understood and agreed that Maser Consulting P.A.'s services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that the Client will provide such services. The Client assumes all responsibility for any interpretation of the Contract Documents or construction observation and supervision performed by others and expressly waives any claims against Maser Consulting P.A. that may be in any way connected thereto.

In addition the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Maser Consulting P.A. harmless from any loss, claim or cost, including reasonable attorney's fees and cost of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the design plans, reports, or any other documents produced by Maser Consulting P.A.

If the Client requests in writing that Maser Consulting P.A. provide any specific construction phase services and if Maser Consulting P.A. agrees in writing to provide such services, Maser Consulting P.A. shall be compensated in accordance with a written Agreement between the Client and Maser Consulting P.A.

17.0 OPINIONS OF PROBABLE COST:

In reviewing Maser Consulting P.A.'s opinions of probable construction cost, the Client understands that Maser Consulting P.A. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that any opinions of probable construction costs provided by Maser Consulting P.A. are to be made based on Maser Consulting P.A.'s judgment, qualifications and experience as a design professional familiar with the construction industry. Maser Consulting P.A. makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

18.0 HAZARDOUS MATERIALS:

If the Scope of Services for this Agreement does not include services related to hazardous materials, then the following provision shall apply:

It is acknowledged by both parties that Maser Consulting P.A.'s Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event Maser Consulting P.A. or any other party encounters asbestos or hazardous or toxic materials at the project site, or should it become known in any way that such materials may be present at the project site or any adjacent areas that may affect the performance of Maser Consulting P.A.'s services, Maser Consulting P.A. may, at its sole option and without liability for consequential or any other damages, suspend performance



of services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the project site is in full compliance with applicable laws.

If the Scope of Services for this Agreement includes services related to hazardous materials, then the following provision shall apply:

In consideration of the substantial risks to Maser Consulting P.A. posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Maser Consulting P.A., its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of sole negligence of Maser Consulting P.A.

19.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes topographic mapping, then the following provisions shall apply: Maser Consulting P.A. shall perform the services necessary to produce the required topographic mapping and/or shall retain an independent sub consultant to perform topographic mapping services. The topographic mapping shall be prepared in conformance with generally accepted standards for aerial mapping services. Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the topographic mapping is limited to the correction of any inaccurate information, and this shall be the Client's sole remedy related to the adequacy or accuracy of the topographic mapping and any information derived from the data.

If the location of subsurface information (i.e., underground utilities, storage tanks, structures, etc.) is to be provided by Maser Consulting P.A., the topographic survey shall be limited to the extent of the information provided by the Client or others. Maser Consulting P.A. shall not be responsible for any unknown conditions not identified in the information provided to Maser Consulting P.A. or any unknown condition beyond the reasonable scope of the information obtained as a result of any testing, test pit excavations, boring, or samples taken by Maser Consulting P.A.

20.0 EARTHWORK ANALYSIS:

In reviewing Maser Consulting P.A.'s earthwork analysis, calculations, reports or opinions, the Client understands that Maser Consulting P.A.'s data is based on the topographic mapping used as a Base Map for plan preparation and that this topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that due to earthwork differences that result from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction methods, soil conditions, earthwork calculation methods, soil volume calculation methods and other factors, some of which are unique to each contractor and construction site, it is not possible to definitively predict quantities that will ultimately be determined to be associated with a particular project. Earthwork data provided by Maser Consulting P.A. is provided to assist the Client in understanding the general earthwork requirements. Since some degree of uncertainty may still exist, Maser Consulting P.A.'s sole responsibility and liability with regard to the accuracy or completeness of the earthwork analysis is limited to the correction of any inaccurate information. To determine actual quantities and costs associated with required earthwork, the Client must solicit actual construction bids from qualified contractors and must require such contractors to determine existing topographic conditions, subgrade conditions, construction plans and procedures.

21.0 GOVERNING LAW:

The laws of the State within which the project is being performed will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be sought in that State or in a Federal Court, venued in that State.

22.0 INVALID TERMS:

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.



23.0 SURVIVAL:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of Maser Consulting P.A. under this Agreement or the termination of this Agreement for any reason.

24.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**TOWN OF HARRISBURG
 SANITARY SEWER EVALUATION STUDY
 FIELDWORK & ENGINEERING - FEES**

TASK	TASK DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	COST
1	LEVEL 2 MANHOLE INSPECTIONS	100	EA	210.00 \$/MH	\$ 21,000
2.1	ON STREET CLEANING	13,700	LF	1.50 \$/LF	\$ 20,500
2.1	OFF STREET CLEANING	11,300	LF	2.05 \$/LF	\$ 23,165
2.1a	DEBRIS DISPOSAL (DISPOSAL FEES & HAULING)	40	TONS	205 \$/TON	\$ 8,200
2.1b	ANALYTICAL FEES (DEBRIS ANALYSIS/T-CLIP)	1	LS	\$ 1,440	\$ 1,440
2.2	CCTV INSPECTION (PIPE)	25,000	LF	1.50 \$/LF	\$ 37,500
3	SMOKE TESTING	25,000	LF	.95 \$/LF	\$ 23,750
4	ANALYSIS AND REPORT	1	LS	\$ 68,940	\$ 68,940
	TOTAL FOR TASKS 1-4:				\$ 204,545



SECTION III – 2019 RATE SCHEDULE

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Executive Principal	275.00
Principal	225.00
Senior Technical Director	200.00
Senior Project Manager.....	190.00
Technical Director	180.00
Project Manager	170.00
Senior Project Specialist	160.00
Project Specialist.....	150.00
Technical Professional	140.00
Technical Specialist	130.00
Specialist.....	120.00
Senior Data Technician.....	110.00
Senior Technical Assistant.....	100.00
Technical Assistant	90.00
Data / Field Technician	75.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man w/Robotic Equipment.....	175.00
Expert Witness	325.00
Sr. LSRP	275.00
LSRP.....	215.00

REIMBURSABLE EXPENSES

General Expenses.....	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors.....	Cost + 20%
Mileage Reimbursement*	0.58 / Per Mile
Plotting	3.75 / Each
Computer Mylars / Color Plots.....	60.00 / Each
Photo Copies.....	0.15 / Each
Color Photo Copies	1.75 / Each
Document Binding	3.50 / Each
Portable Media	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each
Initial Digital Signature.....	250.00
Additional Digital Signatures	50.00/Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2019



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

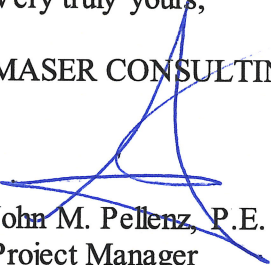
Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.


John M. Pellenz, P.E.
Project Manager

JMP/rms/tla

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

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AN ORDINANCE AMENDING THE 2020-2021 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, 2019 and ending June 30, 2021:

Section 1. Amend Capital Projects Fund – Water and Sewer line items to account for professional services on the Bradford Park sewer system as part of the Annual Sanitary Sewer Evaluation.

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	\$ 135,000
Professional Services	

Decrease line item 631-6450-57100	\$ 135,000
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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 13th day of January, 2020.

Steve Sciascia, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

To consider approval of a contract for the design of FY2021 Waterline Improvement Project and the Ford Street 6-Inch Waterline Upgrade Project

Presenting Personnel:

Robert Donham, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the contract to WK Dickson in the amount of \$109,600 for the design of FY2021 Waterline Improvement Project and Ford Street 6-Inch Waterline Upgrade Project and to authorize Town staff and the Town Attorney to finalize contract terms,.

Description/Background:

Approximately 8,380 LF of existing 2-inch and 3-inch water main along Plaza Dr (Williams Rd to School Ave), Parallel Dr (Plaza Dr to Patricia Ave), Patricia Ave (Plaza Dr to Morris Dr), Pine St, and Ford St (Valhalla Dr to Hwy 49) is recommended to be upsized to 6-inch lines.

The proposed upsize will connect to existing lines in the area. This project would replace thin walled PVC and small diameter water line pipes that remain throughout the original portions of the system, mostly located in the oldest portions of the downtown area. Replacing with 6-inch lines with fire hydrants will also provide improved fire protection on the associated streets.

Recommendation:

Staff recommends approval of the attached contract with WK Dickson Engineering for the design of the FY2021 Waterline Improvement Project and the Ford Street 6-Inch Waterline Upgrade Project.

Fiscal Impact:

The fiscal impact to the Town is \$109,600.

The FY2021 Waterline Project and the Ford Street Waterline Project ordinances, as part of the FY2020 CIP, provide \$90,000 and \$50,000, respectively, for design and professional services. This contract is within those approved limits and does not require any budget or project ordinance amendments.

Attachments:

1. Draft - Contract - FY2021 Water Line Replacements



CONTRACT FOR SERVICES

This contract ("Contract") for Harrisburg 2020 Water Line Replacements ("Project") by and between Harrisburg, NC, hereinafter called the OWNER, and W.K. Dickson & Co., Inc., hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Services. The CONSULTANT shall perform the services set forth in Attachment A, Scope of Services, which attachment is incorporated herein. Hereafter, these services may be referred to as the "Basic Services."
3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in Attachment A, Scope of Services, upon written authorization of the OWNER.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Contract and receipt of written Notice to Proceed. All work as set forth in the Scope of Services shall be completed as shown in the Project Schedule in Attachment A, assuming: (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER; (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; and (iii) no other delays beyond CONSULTANT's control.

If the OWNER requests modifications to the Scope of Services of the Project, or if CONSULTANT's services extend past the completion date in the Project Schedule through no fault of the CONSULTANT, the CONSULTANT shall be paid for the additional work as an additional service as set forth in Attachment B, Basis of Compensation, and CONSULTANT's time of performance shall be extended appropriately.

Except for construction administration services, CONSULTANT's services under this Contract, and each phase of services, if the Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) thirty days after the date when such submissions are delivered to the OWNER. For construction administration services, the services shall be considered complete at final completion of the Project.

5. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the OWNER agrees to compensate the CONSULTANT for such services as set forth in Attachment B, Basis of Compensation, which attachment is incorporated herein. Compensation for additional services shall also be as set forth in Attachment B, Basis of Compensation.

Payment by the OWNER to the CONSULTANT shall be due and payable on the 25th day of the month following the date of the invoice. Payments not received by the CONSULTANT by the 30th day of the month following the date of the invoice shall be overdue. A service charge of one and one-half (1½) percent per month shall be added to all overdue amounts. OWNER agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid including court costs and reasonable attorney fees. CONSULTANT shall not be bound by any provision wherein CONSULTANT waives any rights to a mechanic's lien, or any provision implying payment to CONSULTANT is contingent upon payment to OWNER by a third party. A failure by OWNER to pay CONSULTANT on a timely basis shall entitle CONSULTANT at its election, to stop work on the Project until such time as payment has been made, or upon seven days' notice and OWNER's failure to pay all amounts then due, to terminate this Contract. Such suspension or termination shall be deemed for cause.

6. Personnel. The CONSULTANT represents that it has, or will secure at his own expense, all personnel required to perform the services under this Contract and that such personnel will be qualified to perform such services.
7. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.
8. CONSULTANT's Personnel at Construction Site. The periodic or occasional presence of CONSULTANT's personnel at the construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of periodically checking the work for general conformity with the Contract Documents and the design concept as reflected in the Contract Documents. CONSULTANT is not required to and will not conduct construction testing or continuous inspections. CONSULTANT neither guarantees the performance

of the construction contractor nor assumes responsibility for construction contractor's failure to perform its work in accordance with the Contract Documents.

9. Responsibilities of the OWNER. It is agreed that the OWNER will have the following responsibilities under this Contract:

- a. Timely providing all information, data, reports, records, and maps to which the OWNER has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
- b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the OWNER does not have in its possession.
- c. Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- d. Designating a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.
- e. Bearing all costs for permitting, reviewing, recording and advertising for the project, as well as any other cost not specifically included in Attachment A or B as a cost to be borne by the CONSULTANT.
- f. Providing legal right of access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and site visits.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of his services. The CONSULTANT shall coordinate its services with those services provided by the OWNER and the OWNER's consultants. The CONSULTANT shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by the OWNER and the OWNER's consultants. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

10. Opinion of Probable Construction Costs. CONSULTANT's opinion of probable construction costs, if rendered as a service under this Contract, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. CONSULTANT cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.

11. Ownership and Use of Work Products. Upon payment in full of all sums due to CONSULTANT, the OWNER shall own title to the latest versions of all reports, drawings and specifications, and other

materials specifically required to be delivered under the terms of the Contract, including any and all intellectual property rights therein (collectively the "Deliverables"). The OWNER may use, transfer, copy and distribute the Deliverables without restriction or limitation, except as set forth herein.

- a. Retention of Rights by CONSULTANT. This conveyance shall not deprive the CONSULTANT of the right to retain electronic data or other reproducible copies of the Deliverables or the right to re-use details, forms, arrangements and compositions that are stock, standard or commonplace in the normal course of the CONSULTANT'S professional activities, including without limitation, other projects in which CONSULTANT is involved.
 - b. Modification or Reuse Risk. Any modification or reuse of the Deliverables by the OWNER without the involvement of the CONSULTANT shall be at the sole risk of the OWNER, and OWNER releases CONSULTANT from any claims or causes of action related to any re-use of the Deliverables without the involvement of CONSULTANT. Before any re-use of the Deliverables by OWNER, OWNER shall remove CONSULTANT'S name from any title block and any seal, logo or other indications referring or relating to the CONSULTANT from the Deliverables. OWNER shall defend, indemnify and hold harmless the CONSULTANT, CONSULTANT'S subcontractors, agents, employees, officers, directors, owners and successors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of changes made in the Deliverables by anyone other than the CONSULTANT, or resulting from any re-use of the Deliverables without CONSULTANT'S involvement. This indemnification shall survive termination of this Contract. OWNER shall not make or allow any use of the Deliverables which is in violation of any statute, rule, regulation or code or which is in any way contrary to any law, regulation or licensing provision.
 - c. No Sale. Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by the CONSULTANT, and the CONSULTANT makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.
12. Use of Electronic Media. Copies of documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic formats, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.
13. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments (Attachment C), and compensated as additional services as set forth in Attachment B.

14. Termination of Contract. This Contract may be terminated by either the OWNER or the CONSULTANT, with or without cause, upon 7 calendar days written notice. In the event of termination, the CONSULTANT shall be entitled to its fees and reimbursable expenses incurred prior to termination. In the event of a termination by OWNER for any reason or by CONSULTANT without cause, copies of all Deliverables shall, at the option of the OWNER, be made available to OWNER, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in Paragraph 11. If termination is by CONSULTANT for non-payment, no rights for ownership or continued use of the Deliverables shall inure to OWNER unless and until CONSULTANT is paid all amounts due.
15. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.
16. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the Contract:
- a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
 - b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance of \$1,000,000 per claim and annual aggregate.
17. Indemnification. CONSULTANT and OWNER each agree to indemnify and hold the other harmless, and their respective officers, directors, employees, agents, owners and successors, from and against liability to third parties for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the negligent or willful acts or omissions of the indemnifying party or its employees, agents, officers, directors, owners or successors. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence. This indemnification shall survive termination of this Contract.
18. Liability and Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of

CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.

19. Dispute Resolution. If a dispute greater than \$10,000 arises out of or relates to this Contract, or the breach thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Charlotte, North Carolina, unless the parties otherwise agree.

20. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Contract shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Contract shall be pursuant to the law of the State of North Carolina. Venue for any litigation under or related to this Contract shall be in the courts of Mecklenburg County, North Carolina.
- c. This Contract constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:

TOWN OF HARRISBURG, NC

By: _____

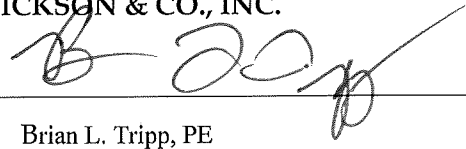
Name: _____

Title: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., INC.

By:  _____

Name: Brian L. Tripp, PE

Title: Vice President

Date: 12/17/19

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act".

By: _____

Finance Officer

Date: _____

Address for giving notices:

P.O. Box 100

Harrisburg, NC 28075

Address for giving notices:

401 4th Street SW, Suite 201

Hickory, NC 28602

Designated Representative:

Name: Robert Donham, PE

Title: Public Works Director

Phone: 704-455-0728

E-mail: rdonham@harrisburgnc.org

Designated Representative:

Name: Ryan W. Hager, P.E.

Title: Project Manager

Phone: 828-327-6911

E-mail: rwhager@wkdickson.com

ATTACHMENT A

SCOPE OF SERVICES

0.0 PROJECT DESCRIPTION

During previous water line replacement projects and maintenance efforts it has been discovered that the pipe material of many of the existing water lines in the older residential areas is thin walled PVC. Additionally, there is an inadequate number of main line valves, making it difficult to perform maintenance and repair activities. As identified in the 2019 Water & Wastewater CIP Update (except for the water line along School Ave.), the OWNER plans to replace the following water lines:

1. Pine St. (Lakeview Dr. to Dogwood Ln.); 770 LF of 6-inch Water Line
2. Dogwood Ln. (Pine St. to Valhalla Dr.); 360 LF of 6-inch Water Line
3. Ford St. (Valhalla Dr. to Hwy 49); 820 LF of 6-inch Water Line
4. Valhalla Dr./Plaza Dr. (Williams Rd. to School Ave.); 3,650 LF of 6-inch Water Line
5. Parallel Dr. (Plaza Dr. to Patricia Ave.); 1,520 LF of 6-inch Water Line
6. Patricia Ave. (Plaza Dr. to Morris Dr.); 460 LF of 6-inch Water Line

This project will provide Professional Engineering Services related to the installation of approximately 8,380 linear feet of 6-inch water line; water service line replacements, fire hydrants, valves, and associated appurtenances. The water lines along Pine St. and Ford St. were previously designed as part of the 2019 Water Line Replacements project, but these lines were not constructed.

The CONSULTANT will provide professional Engineering Services for this project including, but not limited to, Project Management, Field Survey and Mapping, Easement Plat Preparation, Engineering Design, Permitting, Bidding, Construction Administration, and Project Close-Out.

1.0 FIELD SURVEY AND MAPPING

The CONSULTANT will provide a location survey and topographic survey of the area of proposed improvements for the purposes of design of the project. This survey and mapping will include the following:

- 1.1 The CONSULTANT will obtain and assemble necessary existing mapping from pertinent County, Town and State records;
- 1.2 The CONSULTANT will obtain necessary survey control points to establish horizontal and vertical control;
- 1.3 The CONSULTANT will locate existing planimetric features within the existing road right-of-way limits following the route of the proposed water lines;
- 1.4 The CONSULTANT will locate known above-ground and below-ground utilities that may conflict with the proposed project;
- 1.5 The CONSULTANT will provide horizontal locations of marked underground utilities and overhead utilities including poles, lines, boxes, etc. This work will include a Level B (designated level) survey and locations of the underground utilities (public water and

sewer, private sewer, electric, gas, telecommunications, fiber optics and storm). The marked or flagged locations will be reflected on base mapping. A Level B survey shall be defined as a detailed survey consisting of painting and/or flagging the routes of the underground utilities and surveying the identified routes. Painting and/or flagging of the non-gravity and non-ferrous utilities (plastic water mains and sanitary sewer force mains) will be dependent upon buried marking devices or tape. Where utilities cannot be located through conventional location techniques, the CONSULTANT may have to conduct non-destructive excavations, which will be handled as an additional service or by the OWNER's personnel;

- 1.6 The CONSULTANT will establish typical sections of existing facilities (sewer lines, storm drains, water lines, gas lines, etc.) as necessary; and,
- 1.7 The CONSULTANT will prepare plan sheets showing field survey data suitable for preparation of design plans.

2.0 EASEMENT PLAT PREPARATION

The project will be constructed, operated and maintained in existing rights of way and easements, and, where needed, new easements, if required, will be obtained by the OWNER. To assist the OWNER with acquiring the new easements, the CONSULTANT can prepare survey maps of the proposed new easements to be acquired. At this time the Scope of Service does not include the preparation of easement maps. If easement maps are determined to be required, they can be added as an additional service to the contract.

3.0 ENGINEERING DESIGN

The CONSULTANT will perform engineering design consisting of the following services:

- 3.1 The CONSULTANT will evaluate and coordinate the activities associated with efficient execution of the project including project development and scoping.
- 3.2 Meetings and Submittal Stages - For the purposes of implementing the project, several meetings with the OWNER's staff is anticipated to keep the OWNER abreast of the design and permitting efforts. The CONSULTANT has allotted time for up to three (3) review/status meetings with the OWNER's staff. Additional meetings will be considered additional services, as defined in the contract.
- 3.3 The CONSULTANT's Project Manager shall coordinate and oversee all project activity on a regular basis (daily, weekly, monthly, etc.) related to all administrative and technical aspects of the project. In particular, the Project Manager will supervise and direct all staff related technical components of the project including design, construction document preparation, specification development, etc. In addition, the Project Manager will provide ongoing QA/QC of each of the tasks associated with the project according to the project specific QA/QC plan. This will include verification of technical review at key stages of the project, coordination of the independent project quality control reviews to assess conformance to project scope, data collection methodologies, model output, design criteria, as well as the project budget and schedule.
- 3.4 Project Tracking

- 3.4.1 The CONSULTANT shall prepare monthly invoices for its services in a format acceptable to OWNER.
- 3.4.2 The CONSULTANT shall maintain a project cost accounting system throughout the life of the Project.
- 3.5 Prepare and provide a survey notification letter to the OWNER along with a list of mail recipients. The OWNER will be responsible for mailing the letters. Surveying activities on private property outside of the road right-of-way will not commence until 30 calendar days after survey notification letters have been issued.
- 3.6 Perform field routing of the proposed water line alignment.
- 3.7 Prepare horizontal and vertical geometry;
- 3.8 Finalize plan and profile sheets for the water line at a 1" = 40' horizontal drawing scale and 1" = 4' vertical drawing scale;
- 3.9 Prepare construction detail sheets in accordance with WSACC and OWNER standards and additional details that may be required;
- 3.10 Prepare final quantity and construction cost opinions;
- 3.11 Prepare technical specifications suitable for permitting and construction;
- 3.12 Prepare construction contract documents including; Advertisement, Notice and Instructions to Bidder, Bid Form, Contract Agreement, General and Supplemental Conditions. The CONSULTANTS standard construction contract documents will be utilized; and,
- 3.13 Forward the plans and specifications to the OWNER for final review and meeting with the OWNER, thereafter, for final comments and approval prior to permitting submittal.

4.0 PERMITTING

Utilizing the finalized design plans, the CONSULTANT will prepare and submit applications for the permits necessary to allow for construction of the Project. The CONSULTANT shall be available to answer inquiries made by the various regulatory agencies during their reviews of the Project. This shall include but not be limited to notification and/or application to:

- 4.1 NCDEQ – Division of Land Resources for Erosion Control - It is anticipated that an erosion control permit will be required for this Project;
- 4.2 NCDEQ - Division of Water Resources, Public Water Supply Section - A permit submittal will be made for an Authorization to Construct, including the preparation of the permit application, engineering report and design calculations;
- 4.3 Nationwide 12 Permit PCN – USACOE and DWR – The preparation of a Nationwide 12 Permit PCN is not included in the basic services. If it is later determined that this permit is required, it will be considered an additional service; and,
- 4.4 NCDOT Encroachment – It is anticipated that an NCDOT Encroachment will be required for this Project.

5.0 PERMIT FEES

Permit costs and fees paid for securing approval of authorities having jurisdiction over the Project will be reimbursed by the OWNER. The following permit fees have been budgeted for:

- 5.1 NCDEQ – Division of Land Resources for Erosion Control - The permit fee based on area of land disturbance is estimated at \$260;
- 5.2 NCDEQ - Division of Water Resources, Public Water Supply Section - The permit fee will be \$200; and,
- 5.3 NCDOT Encroachment - No permit fee is required.

6.0 CONSTRUCTION BIDDING

Upon receiving the required approvals from the regulatory agencies and the OWNER, the CONSULTANT will proceed with the Construction Bidding phase of the project consisting of the following:

- 6.1 Prepare required advertisements for bids;
- 6.2 Provide required bid packages to bidders and suppliers;
- 6.3 Address bidders' questions;
- 6.4 Prepare and issue addenda as required; and,
- 6.5 Conduct one bid opening, analyze bids, prepare bid tabulation and make a recommendation of award to the OWNER.

7.0 CONSTRUCTION ADMINISTRATION

The CONSULTANT will perform Construction Administration services on an as-needed basis during the course of construction. The OWNER will serve as the primary Construction Administrator by conducting the pre-construction meeting, reviewing shop drawing submittals, reviewing pay applications, etc. The CONSULTANT will provide the followings services:

- 7.1 Coordinate contract execution with the CONTRACTOR and the OWNER;
- 7.2 Provide necessary copies of construction documents to the CONTRACTOR and the OWNER;
- 7.3 Perform general assistance on an as-needed basis when requests are made by the OWNER.

8.0 PROJECT CLOSE-OUT

The OWNER will provide the Engineers Certification to NCDEQ and the CONSULTANT will prepare Record Drawings based on mark ups provided to the CONSULTANT by the OWNER.

9.0 ADDITIONAL SERVICES

Engineering services described in this CONTRACT do not include certain categories of work, which are usually referred to as "Additional Services." The CONSULTANT will provide Additional Services only upon receipt of written authorization from the OWNER. Additional services shall be rendered in accordance with the CONSULTANT's standard hourly rates in place at the time services are performed,

unless otherwise agreed to by both parties. Additional Services include:

- 9.1 Engineering evaluations required in connection with determining the financial feasibility of the Project or multiple alternatives aside from the initial Project.
- 9.2 Services resulting from significant changes in the scope, extent, or character of portions of the Project developed by the CONSULTANT or its requirements including, but not limited to, changes in size, complexity, the OWNER's schedule, when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards, or orders enacted subsequent to the Effective Date of this CONTRACT or are due to any other causes beyond the CONSULTANT's control.
- 9.3 Construction Observation
- 9.4 Environmental Assessments (EA)
- 9.5 Environmental Impact Statements (EIS)
- 9.6 Serving as a CONSULTANT or witness for any legal proceeding
- 9.7 Wetlands, stream and protected species mitigation services
- 9.8 Archeological services
- 9.9 Title Searches or Abstracting
- 9.10 Easement Acquisition
- 9.11 Funding Administration
- 9.12 Other professional services related to the Project, but not specifically described in the Scope of Services, which are identified and authorized in writing by the OWNER's authorized representative.

10.0 PROJECT SCHEDULE

The CONSULTANT will commence work on or as soon as possible after the date of the execution of CONTRACT. The following approximate anticipated schedule begins after receiving the authorization to proceed from the OWNER:

- 10.1 Field Survey and Mapping – 90 days from NTP
- 10.2 Engineering Design – 210 days from NTP
- 10.3 Easement Platting – 240 days from NTP (if required)
- 10.4 Permit Submittals – 240 days from NTP
- 10.5 Bidding and Construction – to be determined by the OWNER. Assumed to commence 30 to 60 days after permits are received

ATTACHMENT B BASIS OF COMPENSATION

1.0 BASIC SERVICES

The OWNER shall pay the CONSULTANT for providing the services set forth in Attachment A, Scope of Services, as follows:

Phase No.	Phase Description	Basis of Compensation	Total Fee
1	Field Survey and Mapping	Lump Sum	\$31,700
2	Easement Plat Preparation	N/A	N/A
3	Engineering Design	Lump Sum	\$45,900
4	Permitting	Lump Sum	\$11,800
5	Permit Fees	NTE	\$500
6	Construction Bidding	Lump Sum	\$7,300
7	Construction Administration	HNTE	\$2,400
8	Project Close-Out	HNTE	\$10,000
	Total Fee		\$109,600

A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of work estimated to be completed as of the day of billing. The CONSULTANT will bill the OWNER on the last day of each month for the labor and expenses incurred during that month for phases identified as Hourly Not to Exceed (HNTE). The OWNER shall compensate the CONSULTANT for permit fees associated with the project as reimbursable expense.

2.0 ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in Attachment A, Scope of Services, in accordance with the CONSULTANT's rate schedule in place at the time services are performed.

W.K. DICKSON & CO., INC.
2020 RATE SCHEDULE

LABOR

2020

Principal	\$ 220.00/hr.
Senior Consultant	\$ 198.00/hr.
Senior Project Manager	\$ 190.00/hr.
Senior Technical Manager	\$ 190.00/hr.
Project Manager	\$ 170.00/hr.
Technical Manager	\$ 170.00/hr.
Senior Project Engineer	\$ 160.00/hr.
Project Engineer	\$ 150.00/hr.
Senior Scientist	\$ 138.00/hr.
Scientist	\$ 128.00/hr.
Landscape Architect	\$ 175.00/hr.
Staff Landscape Architect	\$ 140.00/hr.
Senior Planner	\$ 167.00/hr.
Planner	\$ 130.00/hr.
Senior Civil Designer	\$ 135.00/hr.
Civil Designer	\$ 125.00/hr.
Senior GIS Analyst	\$ 140.00/hr.
GIS Analyst	\$ 115.00/hr.
GIS Technician	\$ 100.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 100.00/hr.
Project Administrator	\$ 75.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate (currently \$0.58/mile)
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2020. WK Dickson reserves the right to revise to reflect inflationary increases.